

b. The Company can demonstrate on-going unfilled vacancies in such language.

2. Standing Language Resignation Proffer

A standing language resignation list will be established by the Company and will be updated by those Flight Attendants desiring to resign a specific language qualification. The placement by a Flight Attendant of her/his name on a standing resignation list in no way alters the minimum requirements (e.g., minimum seniority, lock-in status) necessary to be awarded a language resignation.

3. Additional Language Resignation Proffers

The Company may, at its option, proffer additional language resignations, from time to time, at specific bases. These additional proffers will be posted for a minimum of twenty-one (21) days, with resignations effective with the contractual month following the proffer awards. The Company will establish the number of language qualified Flight Attendants who will be permitted to resign a specific language qualification at a specific base according to operational needs. Language resignation proffer awards will be made in seniority order from among those proffering Flight Attendants with ten (10) or more years of occupational seniority and who are not serving a language lock-in.

M. HAITIAN-CREOLE SPEAKING FLIGHT ATTENDANTS

1. If the Company elects to require Haitian-Creole speaking Flight Attendants on flights to and from Haiti, the Company will proffer to any qualified French-speaking Flight Attendant(s) the opportunity to be trained in the Haitian-Creole language. The examination to determine if a Flight Attendant is a qualified French language will be administered at Company expense by an outside language expert(s) determined by the Company in accordance with Paragraph I.
2. If insufficient qualified French-speaking Flight Attendant(s) accept the training or do not qualify in speaking the Haitian-Creole language, upon completion of training, the Company may hire new employees with the required language qualification. The Company reserves the right to select the appropriate language training school that will determine if the Flight Attendant(s) are qualified at the end of training.

N. PROVISIONS IN CONFLICT

In the application of Section 15, other provisions of this Agreement in conflict, or to the contrary, shall not apply, with the exception of Appendix S, The Foreign National Agreement, which shall control when the provisions of Appendix S are in conflict with the provisions of Section 15.