

August 23, 2019

MEMORANDUM OF UNDERSTANDING REGARDING  
PEER OBSERVATION IN INVESTIGATORY MEETINGS WITH INFLIGHT  
CREWMEMBERS

The Transport Workers Union, AFL-CIO (“TWU”) and JetBlue Airways Corporation (“JetBlue”) enter into this Memorandum of Understanding as of the effective date as defined herein.

1. An IFC may request one JetBlue IFC (“Observing IFC”) attend any investigatory or other meeting with JetBlue’s leadership that could result in discipline or discharge. JetBlue leadership shall not unreasonably deny this request. No IFC will be discriminated or retaliated against for participating in or utilizing this MOU. TWU may provide a list of TWU-trained IFC peer observers to the Company and the IFCs. An IFC is not limited to choosing from this list. This MOU does not apply to Cabin Odor/Fume debriefs or meetings in which an IFC is reporting allegation(s) of sexual harassment.
2. In the event JetBlue intends to hold such a meeting, it shall give at least 24 hours’ written notice via email to the IFC in advance of the meeting. The notice shall inform the IFC of the right to have an Observing IFC present. In cases involving safety of flight including reasonable suspicion under the JetBlue Drug and Alcohol Policy, customer removals, law enforcement or regulatory authorities, including but not limited to FAA, NTSB, CBP, FBI, the 24 hours’ written notice may not apply and could prevent attendance by the Observing IFC.
3. Attendance by the Observing IFC is unpaid, voluntary, and the meeting cannot conflict with the Observing IFC’s schedule. The Observing IFC must attend the meeting in-person and is permitted only to observe and take notes. The IFC will be required to identify the Observing IFC to the Company’s meeting coordinator at least 4 hours in advance. Time permitting, the IFC will be required to choose an alternate if the Observing IFC may also be interviewed as part of the investigation.
4. Neither the Company nor the IFCs shall make a recording of the meeting.
5. Prior to attending the investigatory meeting, any Observing IFC shall execute the confidentiality agreement attached hereto as Exhibit “A”.
6. The provisions of this MOU may not be modified, amended or waived, except by mutual agreement of the parties. Any conflict between this agreement and Section 5.2.3 of the Inflight Blue Book Supplement (IBBS) will be governed by this MOU.
7. This MOU will expire upon ratification of a Collective Bargaining Agreement (“CBA”) between the parties covering IFCs at JetBlue. When the CBA is ratified and takes effect, the terms and conditions of the CBA shall apply and this MOU shall thereafter set no precedent.
8. This MOU will become effective on October 1, 2019.

IN WITNESS WHEREOF, TWU and JetBlue have caused this Memorandum of Understanding to be executed by their duly authorized officials as affixed below.

August 23, 2019

**JetBlue Airways Corporation**

By: 

Name: Edward Baklan

Title: Vice President Inflight Experience

Date: September 3, 2019

Address: 27-01 Queens Plaza North  
Long Island City, NY 11101

**Transport Workers Union AFL-CIO**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 501 3<sup>rd</sup> St., NW, 9<sup>th</sup> Floor  
Washington, DC 20001