

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

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TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO,	: Index No.:
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	:
Plaintiff,	: AMENDED
	: AFFIDAVIT OF
-against-	: ANGELO CUCUZZA
	: IN SUPPORT OF
JETBLUE AIRWAYS CORPORATION,	: ORDER TO SHOW
	: CAUSE
	:
Defendant.	:
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STATE OF NEW YORK)
) ss.:
COUNTY OF KINGS)

I, **ANGELO CUCUZZA**, hereby affirm as follows:

1. I SUBMIT THIS Affidavit in support of TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO’s (“Plaintiff” or “Union”) request for an order to show cause and temporary restraining order.

2. I am the Director of Organizing for Plaintiff and am familiar with the underlying facts.

3. Plaintiff TRANSPORT WORKERS UNION OF AMERICA is an international labor organization that represents nearly 140,000 members, including over 40,000 in the airline sector.

4. Plaintiff is the certified bargaining representative for Defendant JETBLUE AIRWAYS CORPORATION’s (“Defendant” or “JetBlue”) airline attendants. The Union and Defendant are currently negotiating their first collective bargaining agreement.

5. On or about June 30, 2021, JetBlue promulgated a new rule requiring all employees to submit a doctor’s note for all sick calls during two Critical Coverage periods of July 2 through

July 6 and September 3 through September 6. See Exhibit A, JetBlue Inflight Email dated June 30, 2021.

6. On or about August 11, 2021, JetBlue revised the rule promulgated on June 30th by requiring all employees to submit a doctor's note for all sick calls during the Critical Coverage periods through September 6th. See Exhibit B, JetBlue The Weekly Briefing Email dated August 11, 2021. The rule defined the Critical Coverage period as being "in effect every weekend through September 6". Id.

7. On or about September 15, 2021, JetBlue once against promulgated a rule extending the Critical Coverage period from Friday, September 17, 2021 through Monday, October 18, 2021. See Exhibit C, JetBlue The Weekly Briefing email dated September 15, 2021.

8. JetBlue did not provide Plaintiff or any of its employees advanced written nor oral notice of the change in the rules prior to the implementation of the new rules.

9. Airline attendants represented by the Union and similarly situated employees have been harmed in that they have not been able to exercise their rights to sick leave available to them under either the New York City Paid Safe and Sick Leave Law and the New York State Paid Sick Leave Act. Specifically, airline attendants have not been able to use their sick leave during the designated periods because they were unable to obtain a doctor's note for a call out of less than three (3) consecutive workdays.

10. The Union anticipates that after the Critical Care period has expired, JetBlue will continue to designate other time period as Critical Care periods and enforce rules pertaining to doctor's notes in violation of applicable law.

I declare under the penalty of perjury that to the best of my knowledge the foregoing is true and correct.

Dated: September 23, 2021
Brooklyn, New York

Angelo Cucuzza

ANGELO CUCUZZA

Sworn to before me this
23rd day of September, 2021.

Notary Public