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PREAMBLE

This Agreement is made and entered into by and between JetBlue Airways Corporation (hereinafter referred to as the “Company” or “JetBlue”), and the Transport Workers Union of America, AFL-CIO (hereinafter referred to as the “Union” or “TWU”) covering those Inflight Crewmembers (IFCs) in the unit described and certified by the National Mediation Board in Case No R-7505 on April 18, 2018.

In accordance with the certification (R-7505) made by the National Mediation Board on April 18, 2018, the Company hereby recognizes the Transport Workers Union of America, AFL-CIO, as the duly designated and authorized representative of the IFCs in the employ of the Company covering rates of pay, rules, and working conditions. The Company recognizes the Union as the exclusive and sole collective bargaining agent for all IFCs.

The Company hereby recognizes the Union under the provisions of the Railway Labor Act, as amended, for the purposes of the Act and for the bargaining unit specified above.

ARTICLE 1

NONDISCRIMINATION

- A. No IFC covered by this Agreement will be interfered with, restrained, coerced or discriminated against by the Company or the Union because of membership or non-membership in the Union. All IFCs shall be free to engage in lawful Union activities or to refrain from such activities.

- B. In accordance with the established policy of the Company and the Union, the provisions of this agreement will apply equally to all IFCs, regardless of sex, sexual orientation, gender identity, color, race, creed, age, national origin, religion, disability, or veteran status.

ARTICLE 2
STATUS OF AGREEMENT

It is expressly understood and agreed that when this Agreement is accepted by the parties and signed by their authorized representatives, it will supersede any and all agreements existing or previously executed between the Company and any union affecting the IFCs covered hereunder (unless otherwise agreed to in writing between the Union and JetBlue).

ARTICLE 3

SCOPE

- A. JetBlue Airways Corporation, (“the Company”) hereby recognizes the Transport Workers Union of America, AFL-CIO (“the Union”) as the exclusive collective bargaining representative of all Inflight Crewmembers (“IFCs”) who are members of the craft or class certified by the National Mediation Board in Case No. R-7505.
- B. IFCs covered by this Agreement shall be governed by all Company rules, regulations or policies previously or hereafter issued by the Company which are not in conflict with the terms and conditions of this Agreement. The Company shall advise the Union of any substantive changes in Inflight Department rules, regulations or policies governing IFCs at least seven (7) Business Days before such rules, regulations or policies become effective unless the parties agree to a shorter advance notification period or required by governmental or regulatory requirements. This seven (7) Business Day requirement shall not apply where the Company is required by law to make immediate changes or in other emergency circumstances.
- C. The right to manage and direct the workforce, subject to the terms of this Agreement, is vested in and retained by the Company.
- D. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.

E. MERGER, PURCHASE, OR ACQUISITION OF ANOTHER COMPANY

In the event of a merger, purchase or acquisition by the Company of another company, involving that entire company or substantially all of that company, the Union and the Company shall meet to discuss the impact of the merger, purchase or acquisition, if any, upon Union represented IFCs. The Company shall provide the Union with information concerning the merger, purchase, or acquisition at the earliest practicable time, subject to SEC and other applicable laws and regulations, to allow the Union to prepare for those discussions. No confidential business information shall be disclosed unless the Union agrees to suitable arrangements for protecting the confidentiality and use of such information.

- 1. Except as provided for in this Agreement or as otherwise agreed to by the parties, the rates of pay, rules and working conditions contained in this Collective Bargaining Agreement will not be open for collective bargaining in the event of a merger, purchase or acquisition of another company, nor shall the Union or Company have any obligation to bargain upon changes thereto.
- 2. In the event the merger, purchase, or acquisition by the Company of another airline involving the entire airline or substantially all of the assets of that airline in which the Company decides to merge, the respective collective bargaining agreements (if both groups have CBAs) shall be merged into one (1) agreement as the result of negotiations.

3. If the Company decides to operationally merge with another airline(s), the Union agrees to file a single carrier application with the National Mediation Board (NMB) no later than ninety (90) days following the merger closing date.
4. The parties agree that once JetBlue has approved the merger with another carrier and beginning three (3) months after the NMB has ruled on the Union's Single Carrier Application, the parties agree to negotiate at least one (1) week each month, unless modified by mutual agreement for a period of twelve (12) months. If a tentative agreement is not reached within 12 months of negotiations, the parties agree to six (6) months of mediation with a mediator selected by the National Mediation Board (NMB). At the conclusion of the six (6) months of mediation, the parties agree they will arbitrate any remaining open contract issues, unless a merged agreement is reached pursuant to the above timeline. The parties will attempt to mutually agree on an arbitrator within five (5) days of the failed attempt to mediate a merged, single collective bargaining agreement. If no agreement can be reached on a mutually acceptable arbitrator, the parties agree to submit to final and binding arbitration by an arbitrator from a list generated by the NMB using the alternate strike method. The cost of the arbitration will be paid by the company.
5. In the event of a merger, purchase or acquisition which involves integration of the JetBlue IFC Seniority List with the flight attendant seniority list of the company being acquired, the integration of the respective Flight Attendant groups will be governed by the McCaskill-Bond Amendment to the Consolidated Appropriations Act of 2008 and the principles of Sections 3 and 13 of the Allegheny-Mohawk, 59 CAB 22 (1972). Such integration will occur in a fair and equitable manner in accordance with the law. Any arbitration required to integrate the Flight Attendant seniority lists pursuant to McCaskill-Bond will begin no later than six (6) months after the effective date of the merger, purchase or acquisition. The costs of the arbitration will be shared equally by the parties. In addition, there will be no IFCs on furlough who can displace active IFCs, no system-wide realignment of IFC positions or system re-bid as a result of the merger of the seniority lists or no collective bargaining agreements resulting in IFCs on the JetBlue IFC Seniority List being involuntarily displaced or "bumped" out of her/his Base.
6. It is understood that the provisions of this Article 3, Paragraph E.4 shall not apply to the Company's purchase or acquisition of another airline or the assets of another airline that does not result in the integration of the airlines.
7. All matters regarding representation of the IFCs will be within the exclusive jurisdiction of the NMB.

F. MERGER, PURCHASE, OR ACQUISITION BY ANOTHER COMPANY

In the event of a merger, purchase, or acquisition of the Company by another company, the Union and the Company shall meet to discuss the impact on Union-represented IFCs of the merger, purchase or acquisition. The Company shall provide the Union with information concerning the merger, purchase, or acquisition at the earliest practicable time, subject to SEC and other applicable law and regulations, to allow the Union to prepare for those discussions. No confidential business information shall be disclosed unless the Union agrees to suitable arrangements for protecting the confidentiality and use of such information.

1. Labor Protection Provisions

In the event of a merger, purchase or acquisition of the Company by another company, in which operational integration of the IFCs will occur, the integration of the respective IFC/Flight Attendant groups shall be governed by Sections 3 and 13 of Allegheny-Mohawk, 59CAB22 (1972). Such integration shall occur in a fair and equitable manner within thirty-six (36) months of the effective date of the transaction. The IFC/Flight Attendant employee groups shall remain separate until such time as the seniority lists are integrated in accordance with this paragraph.

2. Successorship

The Company shall not bring a single or multi-step successorship transaction to final conclusion unless the successor agrees, in writing, to:

- a. Recognize the Union as the representative of the IFCs on the JetBlue IFC Seniority List as of the effective date of the transaction consistent with the Railway Labor Act, as amended; and
- b. Assume and be bound by this Agreement.

G. IFC EXCLUSIVE FLYING

1. All present and future cabin passenger service of the Company on aircraft operated by the Pilots on the Pilot Seniority List of JetBlue shall be performed exclusively by the IFCs on the JetBlue IFC Seniority List under the terms of this Article and Agreement.
2. Nothing in this Agreement will restrict the right of Inflight Management, Inflight Supervisors, and Inflight Support Staff who are on the JetBlue IFC Seniority List to fly as IFCs to maintain proficiency and to provide expertise and assistance to IFCs in the form of supervision, instruction, and demonstration to achieve the goal of superior service to all passengers.

H. OTHER AGREEMENTS

1. The Company shall not be prohibited from entering into codeshare agreements, marketing agreements, interline agreements, pro-rate agreements, reprotect agreements, joint venture agreements or block-space agreements provided such agreements do not violate the provisions of this Article or this collective

bargaining Agreement.

2. The Company shall attempt to obtain with all codeshare partners reciprocal cabin seat agreements (RCSA) for the IFCs on the JetBlue IFC Seniority List.
3. The Company shall not allow its code to be used on flights of foreign air carriers carrying local revenue passengers or cargo or mail traffic between airports in the United States or its Territories.

I. ONBOARD SALES

Prior to the Company engaging in future product or service sales conducted or transacted by IFCs onboard any aircraft operated by the Company which would affect the ability of IFCs to fulfill their overall duties and responsibilities, the Company agrees to notify the Union in advance concerning the terms and conditions of these additional responsibilities.

J. REMEDIES

1. Except as provided for in this Article 3, Paragraph E.4 for resolution of disputes involving integration of seniority lists, the Company and the Union agree to arbitrate any grievance filed by the Union or Company on an expedited basis before the System Board of Adjustment under Article 22, any grievance alleging violation of Article 3 of this Agreement, unless otherwise agreed by the Company and the Union. The dispute shall be heard no later than sixty (60) days following the filing of the dispute with the System Board and decided no later than thirty (30) days after the completion of the arbitration, unless the Parties agree otherwise in writing. The provisions of the Railway Labor Act shall apply to resolution of any dispute regarding this Article.
2. Nothing in this Article shall affect any rights and remedies in law or equity as may be available to the parties for enforcement of arbitration awards involving violations of this Article.

ARTICLE 4
DEFINITIONS

Active Service/Status – Except as otherwise provided for in this Agreement, an Inflight Crewmember in the service of the Company who is not on a Leave of Absence or on any type of Furlough. Inflight Crewmembers who are on Refresh and Rejuvenate (R&R) are considered active.

Add – An Inflight Crewmember submitted request in FLICA that a particular Pairing(s) or Vacation week(s) from Open Time be added to the Inflight Crewmember's schedule, including RSA. Until RSA is programmed, the Inflight Crewmember submitted request will remain via email.

Agreement – This Collective Bargaining Agreement (CBA) in its entirety, including all Amendments, Letters of Agreement, Memorandums of Understanding or Letters of Understanding signed by the authorized parties during the term of the Agreement.

Airport Standby (ASB) – A Duty Assignment at an Inflight Crewmember's Base or Co-Base to support immediate operational needs.

Assignment – A Pairing, Reserve Availability Period (RAP), Airport Standby (ASB) or training.

Base – An airport designated by the Company where the Inflight Crewmember is regularly awarded or assigned Pairings which begin from, and end at, that airport.

Base Local Time – The time of day in an Inflight Crewmember's assigned Base.

Base Month – The designated month in which an Inflight Crewmember is assigned to attend Continuing Qualification Training (CQT).

Bid Line/Monthly Bid/Bid Award – A planned sequence of duty assignments in a Bid Period at a Base that may include Pairings, days off, training, and/or reserve days, prepared monthly by utilizing a Preferential Bidding System (PBS) and awarded or assigned to an Inflight Crewmember.

Bid Period – A month where Inflight Crewmembers bid for and are awarded or assigned Pairing(s), reserve days, or training.

Bid Divisor – The number of credit hours established by the Company that is the projected average of all Lineholder PBS awards, to determine how many lines will be bid for by Inflight Crewmembers.

Bid/Bidding Month – The month in which bids are submitted and awarded for the Operating Month. The Bidding Month is the month prior to the Operating Month.

Blue City – An airport where JetBlue provides regularly scheduled air service.

Block/Block Time – The time period between initial brake release at the beginning of a flight or aircraft reposition and final brake engagement at the end of a flight or aircraft reposition.

Business Day – Monday through Friday, excluding Company holidays.

Calendar Day - A 24 hour time period (from 0000 to 2359) Base Local Time as denoted on a calendar, (e.g., Monday, Tuesday, etc.).

Company – JetBlue Airways Corporation.

Co-Base – An alternate airport where Pairings may start and end that must be within forty (40) miles of an Inflight Crewmember's Base.

Company Seniority: The seniority that begins to accrue from a Crewmember's date of hire by JetBlue Airways and shall continue to accrue during the term of employment.

Company seniority shall determine PTO/VPTO accrual and all Company benefits.

Correct Line – The line an Inflight Crewmember should have been awarded had a PBS Bid Award error not occurred.

Crewmember – An employee of the Company.

Critical Coverage Period – A defined period of days in which, due to pre-designated holiday(s) or a minimum of twenty-four (24) hours at Level 3 IROP status, unplanned Inflight Crewmember absences during the year will result in pairings or reserve assignments that leave the operation more vulnerable to delays and cancellations.

Deadhead – Flight transportation or surface transportation (LIMO) to or from a scheduled Assignment.

Debrief – The time period between when an Inflight Crewmember blocks in at her/his destination and the time she/he is released from a duty period.

Dequalification (DEQ) – Failure to complete FAA required training.

Drop – An Inflight Crewmember submitted request in FLICA that a Pairing(s), Reserve Day(s), or non-required Vacation week(s) be removed from the Inflight Crewmember's schedule.

Duty/Duty Period – The time period between an Inflight Crewmember's actual Report time and actual Release time.

F1/2/3/4/5 – Positions on the aircraft for which there may be certain Qualifications and/or additional pay.

Flightline Internet Crew Access (FLICA) (or equivalent) - A web-based application providing an automated scheduling interface between Inflight Crewmembers and CrewTrac.

Flight Attendant Manual (FAM) - A training and operations manual for JetBlue Inflight Crewmembers which has been prepared and is periodically updated in accordance with FAR 121.391.

First In/First Out (FIFO) - A process used during the Next Day Reserve Assignment - process to select which Inflight Crewmember receives an assignment when the Inflight Crewmembers' credit hours and days available are equal. If both are balanced, the earliest arrival is the next tie-breaker based on a first in-first out order of the Inflight Crewmember's last Pairing. If FIFO is equal by arrival of the last Pairing, then Crew Services will use seniority as the final tie-breaker.

First On/First Out (FOFO) - A process used for Reserve Assignments not processed under FIFO to select which Inflight Crewmember receives an assignment when the Inflight Crewmembers' credit hours and days available are equal. If both are balanced, the Inflight Crewmember who came on duty first for the operating day is the next tie-breaker based on a first on-first out order of the Inflight Crewmember's current Reserve Assignment. If FOFO is equal by start time of current Reserve Assignment, then Crew Services will use seniority as the final tie-breaker.

Flight Segment – A flight operated by an Inflight Crewmember that is identified by number and scheduled within a Pairing.

Focus City – Any city publicly identified as such by the Company or any city where Inflight Crewmembers are based.

Grace Month – The month directly following an Inflight Crewmember's Base Month for completing Continuing Qualification Training (CQT).

Hybrid Line – A line of Pairings, Reserve Days, and/or training created for a Reserve from Open Time after the 48 Hour First Come First Serve Window closes.

Inflight Blue Book Supplement (IBBS) - A publication that contains an overview of general policies, procedures, programs, utilization of codes, and guidelines specific to Inflight.

Inflight Crewmember (IFC) – A flight attendant qualified under the Federal Aviation Administration regulations and Company requirements, who holds a position on the JetBlue IFC Seniority List and who is responsible for the enroute passenger safety and service on the aircraft and other Company-directed duties.

International – Locations outside of the United States as listed in the IBBS.

Irregular Operations – A variance in the regular published schedule due to mechanical, weather, air traffic control, cancellations, crew shortages, misconnects, natural disasters, delays due to late aircraft arrival, and other similar circumstance which are beyond the control of the Company.

JetBlue IFC Seniority List/Seniority List – The Occupational Seniority List of JetBlue Inflight Crewmembers

JETCRW – A system that communicates flight cancellations, schedule modifications, and hotel changes via the JETCRW app, email, and SMS (text message).

Known Flying – All Pairings or Open Segments which are planned to operate with a reasonable degree of certainty as determined by the Company based on historical records. Generally, such flights are considered to be scheduled service flights and scheduled charter flights.

Known Open Time – All Pairings that are not assigned to an Inflight Crewmember used to construct Move Up and/or Hybrid Lines.

Layover – The time period between Release and Report of a Duty Period within a Pairing.

LIMO – Company provided transportation, which may include non-pool, ride sharing services, but does not include public transportation.

Lineholder – An Inflight Crewmember who bids and is awarded a Bid Line containing scheduled Pairings during a Bid Period.

Move Up Line - A line of flying containing Pairings created for a Reserve from Open Time after the 48 Hour First Come, First Serve Window closes.

No Show - An Inflight Crewmember who has not contacted Crew Services prior to and does not arrive within five (5) minutes of her/his scheduled Report time.

Occupational Seniority - The seniority that begins to accrue from the first date of orientation as an Inflight Crewmember from which date seniority shall continue to accrue during the Inflight Crewmember's period of service. The start date of the orientation class an Inflight Crewmember graduates from will determine her/his first date of Occupational Seniority accrual.

Opt Out – When an Inflight Crewmember voluntarily chooses to leave a Qualified Role and/or Language of Destination program.

Open Segments – A segment that has not been built into a Pairing.

Open Time – All Pairings that are not assigned to an Inflight Crewmember.

Operating Month - The time frame in which the Bid Award is to be operated.

Original/Originally Scheduled Pairing (OSP) – The version of a pairing as it is initially placed on an Inflight Crewmember's schedule through an award or assignment.

Original/Originally Scheduled Pairing Footprint - The time period falling between the OSP's Report time on the first day and the OSP's Release time on the last day.

Pairing(s) – A series of Flight Segments, Deadheads, or ferry flights, which are published by the Company with a unique identifier, with a Report time at a Base and ending with a return to the same Base.

Pairing Footprint – The time period falling between a Pairing's Report time on the first day and the Release time on the last day.

Planning Month – The Planning Month is the month prior to the Bidding Month and two months prior to the Operating Month.

Premium Pay Scale – The pay scale option which may be chosen by an Inflight Crewmember that pays 1.5 times the Base Premium Rate once the Inflight Crewmember has reached a monthly credit value threshold of seventy (70) hours.

Projected Lineholder – An Inflight Crewmember who is senior to a Lineholder in the same Base in the given Bid Period.

Qualified/Qualification – A certification of training and/or skill that allows an Inflight Crewmember to bid for and hold specific position(s) on the aircraft.

Qualified Role – An Inflight Crewmember who is in a MINT service or an Onboard Lead position on a Domestic or Transatlantic aircraft where there is a Mint configuration.

Reassignment/Reschedule/Modification - An alteration of a Pairing. These terms may be used interchangeably.

Redeye Period – The time period from 0100 local to 0459 local

Redeye Duty Period – A Duty Period that spans 0100 local to 0459 local or is scheduled to be released after 0300 local.

Redeye Segment – A Flight Segment that is scheduled to operate 2 or more hours within the Redeye Period.

Release – The time at which an Inflight Crewmember is released from duty as defined in this Agreement.

Report - The time at which an Inflight Crewmember is required to arrive at the gate for her/his Assignment as defined in Article 11.B.5 and the IBBS.

Report Late – When an Inflight Crewmember arrives at the airport within five (5) minutes after her/his scheduled Report time. An Inflight Crewmember will be considered late if she/he is not at the required reporting station at the scheduled Report time.

Reserve - An Inflight Crewmember who is awarded a Bid Line containing specified days of availability and intervening days off in a Bid Period.

Reserve Balancing – Programming within FLICA that, when enabled, allows an Inflight Crewmember to Swap on days which are below Reserve Minimums to other days which

are below Reserve Minimums without impacting the overall net reserve total for the days being considered within the Swap. (“Bad Day/Worse Day”)

Reserve for Lineholders (RSL) - The assignment of a Lineholder to a Reserve Period due to a Pairing disruption or modification.

Reserve Period/Reserve Availability Period (RAP) – The 12-hour Duty Period during which the Company requires a Reserve to be available to receive an Assignment.

Reserve Minimum(s) – The required number of one (1), two (2), three (3), and four (4)-day Reserves for the day as determined by the Company.

Reserve System Augmentation (RSA) – Voluntary Reserve Period(s) offered for Inflight Crewmember pickup.

Rest Period – A period of time free from all responsibility for work or duty to the Company.

RIG – Establishes a Ratio in Guarantee (RIG) for Pairings or Duty Periods that are calculated using credit time.

Segment(s) – A Flight, Deadhead, or LIMO.

Self-Deadhead – Flight or surface transportation to or from a scheduled Assignment for which an Inflight Crewmember is solely responsible.

Straight Scale – The pay scale option which may be chosen by an Inflight Crewmember that consists of a higher base rate with no monthly Premium Pay threshold.

Swap – An exchange request submitted in FLICA between Pairing(s) or Vacation week(s) within an Inflight Crewmember’s line and Pairing(s) or Vacation week(s) in Open Time or between Reserve days and days off on an Inflight Crewmember’s line.

Threshold – The target credit value for each line determined by the Company in each position within each credit window.

Time Away From Base (TAFB) – The total elapsed time between the Report time of an Assignment to the Release time of the Assignment at the Inflight Crewmember’s Base/Co-Base.

Trade – A mutually agreed upon exchange of Pairing(s), Reserve day(s), or Vacation(s) between two Inflight Crewmembers.

TradeBoard – A Company-authorized electronic bulletin board in FLICA where Inflight Crewmembers can place Pairings or vacations that they would like to Trade.

TransAtlantic – A Pairing or Segment(s) between the continental United States and a destination across the Atlantic Ocean.

Uncovered – A Segment or Pairing to which no Inflight Crewmember is assigned.

Union – The Transport Workers Union of America, AFL-CIO (TWU).

ARTICLE 5

OCCUPATIONAL SENIORITY

- A. IFC Occupational Seniority shall be the sole basis used for bidding for and awarding of monthly Bid Lines, Reserve, furlough and recall, Base transfers, R&R, vacation bidding, charter and other flying (excluding flying that requires separate qualifications; e.g., VIP charter, MINT, LOD).
- B. IFC Occupational Seniority shall begin to accrue on her/his first date of Orientation and becomes effective provided the IFC completes Inflight Initial Training and the Initial Operating Experience (IOE) flight. Within each Inflight Initial Training class, respective seniority is based on the date of birth, oldest will be most senior and youngest will be most junior, except a Crewmember transferring from another department within the Company will be most senior regardless of birth date. IFCs who leave Inflight Initial Training and return to attend a later class will establish seniority within their graduating class.

In the event that two or more Crewmembers in a training class have the exact same birth day, month and year, the Crewmember with the lowest Crewmember ID number will be assigned the more senior Inflight seniority number.

If there are two sets of Initial Inflight Training classes that start on the same day, the classes will be differentiated by "A" & "B" classifications. Notwithstanding, the graduating IFCs will be added to the current seniority list as if they were a single graduating class.

- C. The Company will provide a copy of the permanent IFC seniority list, revised no less than once per calendar quarter through electronic means and on paper, if requested by the Union, in a place mutually acceptable to the Company and the Union in all IFC lounges. An IFC may protest any omission or incorrect posting affecting the IFC's seniority within thirty (30) days after posting the seniority list, except that an IFC on a leave of absence, vacation, or on an Assignment at a location where a roster is not posted shall have thirty (30) days after her or his return to duty in which to file such a protest.
- D. Loss of IFC Occupational Seniority

Seniority shall be lost under the following circumstances:

1. Resignation,
2. Discharge,
3. Retirement
4. Transfer out of the IFC bargaining unit

- a) Any IFC who is in an Inflight Supervisor or Inflight Support role position shall retain and accrue Occupational Seniority for five (5) years and retain thereafter.
 - b) Any IFC who moves from the line into an Inflight Supervisor or Inflight Support role position after the date of signing of this Agreement must have been a JetBlue IFC for a minimum of one (1) year in order to retain and accrue Occupational Seniority for five (5) years and retain thereafter.
 - c) Any IFC who is in an Inflight Management position prior to the date of signing of this Agreement will retain her/his Occupational Seniority only for the duration of this Agreement provided she/he remain in an Inflight Management position and then forfeit all Occupational Seniority thereafter.
 - d) Any IFC, including those in an Inflight Supervisor or Inflight Support role position, who moves into an Inflight Management position on or after the date of signing of this Agreement will retain her/his Occupational Seniority for a period of twelve (12) months and then forfeit all Occupational Seniority thereafter.
 - e) Any Inflight Management, Inflight Supervisor, or person in an Inflight Support role who remains in such role during a furlough will not be permitted to fly the line. If she/he returns to the line and cannot otherwise hold a line, she/he will be furloughed in accordance with her/his Occupational Seniority.
 - f) Any Management, Supervisor, or person in a Support role who returns to a line IFC position on or after the date of signing of this Agreement will not displace a line IFC.
 - g) Any IFC, including those in an Inflight Management, Inflight Supervisor, or Inflight Support role position, who transfers out of an Inflight or Inflight Support role will forfeit all Occupational Seniority unless otherwise mutually agreed in writing by the Union and Company.
 - h) Such periods of time served as an Inflight Supervisor, Inflight Manager, or person in an Inflight Support role position will be cumulative even though such periods of time may not be continuous.
- E. There are two (2) types of Inflight seniority categories that appear on the Seniority List:
- 1. IFC who is Qualified and retains and is eligible to accrue seniority per this Article.
 - 2. Inflight/Support Crewmember, who is Inflight Qualified and maintains placement only on the 9000 Series portion of the qualification list. Holders

of a 9000 Series Qualification will not be deemed JetBlue IFC Seniority List IFCs for purposes of this Agreement.

ARTICLE 6

PROBATIONARY PERIOD

- A. During the first six (6) months of employment, each IFC shall be in her/his Probationary Period.
 - 1. The Probationary Period will be extended for any periods of furlough, suspension or leave(s) of absence
 - 2. The Probationary Period will be extended by six (6) months for an IFC placed on Continued Progressive Guidance or higher
- B. The Company shall have the right to discharge or discipline, any IFC during the Probationary Period with or without cause and without a hearing.
- C. Notwithstanding the above, IFCs, during their Probationary Period are entitled to union representation and the grievance and arbitration provisions in this contract in connection with matters involving wages, hours, and conditions of service, but not in matters involving discipline or discharge.
- D. In meetings that involve discipline or discharge with respect to an IFC during her/his Probationary Period, a Union Representative who is a JetBlue IFC may be present, at the request of the IFC.

ARTICLE 7

SCHEDULING

A. Duty Limitations

1. A Duty Period is the period of elapsed time between Report and Release from Duty which includes the fifteen (15) minute Debrief time (30 minute Debrief for TransAtlantic flights).
 - a. If the IFC is required to remain on duty for longer than the fifteen (15) minutes (or thirty (30) minutes for TransAtlantic), the IFC may call Crew Services within thirty (30) minutes of the last passenger deplaning to have her/his Duty Period adjusted and Crew Services will adjust the Duty Period accordingly.
 - b. If an IFC is required by Crew Services to remain with an aircraft or at the airport, the IFC's duty day will continue until Crew Services releases the IFC.
2. An IFC shall not be scheduled to be on duty for more than:
 - a. Thirteen (13) consecutive hours for the Planned Pairing construction
 - i. As an exception to 7.A.2.a, a Duty Period of fourteen (14) consecutive hours can be built in the Planned Pairing construction if it contains no more than two (2) legs and the total scheduled block time exceeds nine (9) hours.
 - b. Fourteen (14) consecutive hours for all post Bid Award Pairing construction or Pairing modifications

Note: In the event that the Company commences flying to locations other than the United Kingdom with narrow-body aircraft the limits above will apply. In the event the Company acquires wide-body aircraft, the Company will meet and confer with the Union to discuss rules for Augmented Crews.

3. If an IFC's Duty Period is projected by the Company to exceed the following, the IFC may opt to be removed:
 - a. Fourteen (14) hours if the Duty Period was scheduled for 8:00 hours or less
 - b. Sixteen (16) hours if the Duty Period was scheduled between 8:01 and 12:00 hours

- c. Eighteen (18) hours if the Duty Period was scheduled between 12:01 and 14:00 hours.

Once an IFC elects to remain on duty beyond the limits in this Article 7 Paragraphs A.3.a., A.3.b., and A.3.c above, the IFC will receive additional pay for Segment(s) operated or deadheaded above those limits in accordance with Article 23, Paragraph DD and cannot subsequently opt to be removed in accordance with the same section; this does not preclude an IFC from being able to declare fatigue in accordance with Article 8. An IFC who elects to be removed or is removed by the Company may be reassigned in accordance with Article 8 Paragraph D and will be pay protected in accordance with Article 23.CC.

4. When a scheduled departure is delayed, Report times will be adjusted in accordance with Article 8 Paragraph H.12. When an IFC's Report time is delayed in accordance with Article 8 Paragraph H.12., the IFC's Duty Period will not commence until she/he actually Reports to the airport. IFCs must remain available (via cell phone or the phone in her/his hotel room) to Crew Services for Reschedule. Failure to do so may result in a No Show.
5. If an IFC is not intending to stay at the crew hotel, she/he must communicate such to the F1 or another member of the crew.
6. An IFC is not obligated to be contactable when she/he is on a day off.
7. Layover Rest Requirement
 - a. An IFC must receive a minimum of ten (10) hours Rest on Layovers from Release to Report following a Duty Period.
 - b. Pairings will be built with a minimum of eleven (11) hours of Rest on a Layover during the Pairing construction process.
 - c. During day of operations, Pairings may be built or modified with a minimum of ten (10) hours of Rest on Layovers.
 - d. To mitigate delays downline, Crew Services can reduce an IFC's Report time up to five (5) minutes without her/his concurrence. Reductions in Report time greater than five (5) minutes require the IFC's concurrence. A flight may be delayed in order for Crew Services to provide an IFC with her/his required Report time.

8. Base Rest Requirement

- a. A Lineholder will be scheduled for a minimum of twelve (12) hours of in Base Rest between Pairings and preblocks.
 - b. Reserves will be given twelve (12) hours of in Base rest from Release to Report after completion of an Assignment. This is reducible to eleven (11) hours with the Reserve's concurrence.
 - c. An IFC must receive a minimum of ten (10) hours Rest in Base from Release to Report following a Duty Period.
 - d. An IFC who has been Released in Base may adjust her/his schedule via FLICA for the following Duty Period and allow Base Rest of less than eleven (11) hours (Release to Report time) between Pairings. At no time will the IFC be allowed to adjust her/his schedule below the ten (10) hour minimum from end of Debrief to Report time.
 - e. Report times will not be reduced to accommodate contractual crew Rest/Duty Period in Base, without IFC concurrence.
 - f. If an IFC is not scheduled to receive the "24 in 7" break (as defined in the FARs), the IFC will be considered disrupted in accordance with Article 8 Paragraph D and the Company will adjust her/his schedule in accordance with Article 8.
9. IFCs are not required to be contactable during any Rest Period. Crew Services will not attempt to contact an IFC during the first nine (9) hours of a scheduled Rest Period unless operationally necessary. If necessary, contact will be made:
- a. Within the first thirty (30) minutes of the start of the Rest Period or
 - b. No sooner than seven and a half hours (7.5) hours after the start of the Rest Period.

B. Pairing Construction

1. The Company shall be responsible for construction of the Pairing set in accordance with this Article. All Segments of scheduled service prior to the monthly Bid opening shall be built into Pairings. Charter flying may be excluded from the initial Pairing construction due to special handling requirements. Inflight Leaders reserve the right to assign inaugural flying. Upon completion, the IFC Scheduling Committee (ISC) shall have no less than forty-eight (48) hours to review and make recommendations for changes to the Company's Pairing set. Provided the Pairing set, as recommended by the ISC, does not increase the

aggregate cost per fleet or negatively impact the operation, it will be published for bidding.

2. After the monthly Bid opens, new Segments of Known Flying shall be built into Pairings as soon as practicable.
3. All applicable RIGs will be applied in the construction of Pairings.
4. All Pairings shall originate and terminate from the same airport in the IFC's Base. A LIMO(s) may be used to facilitate this provision. Exception: Pairings created through Front End/Tail End Splits or Jetway Trades do not need to terminate at the same airport.

5. Report Times

Report times shall be:

| | In Base (Originating) | Outstation (Downline) | Charter (Originating) | Charter (Downline) |
|--------------------|--------------------------|--------------------------|--|-----------------------|
| A320/E190/ A220 | 50 Minutes | 50 Minutes | 60-120 Minutes depending on charter | 50 Minutes |
| A321/A321L R | 60 Minutes | 60 Minutes | 60-120 Minutes depending on charter | 60 Minutes |
| LIMO | 15 Minutes | 0 Minutes | 60 Minutes | 0 Minutes |
| Deadhead | 30 Minutes | 30 Minutes | 60 Minutes | 30 Minutes |

*Note: Other Airlines (OAL) International Deadhead Report time shall be sixty (60) minutes.

**TransAtlantic Report time shall be ninety (90) minutes. TransAtlantic Deadheading Report time shall be sixty (60) minutes.

6. Redeye Restrictions

- a. A Duty Period shall not be constructed with a Flight Segment following a Redeye Period Flight Segment. Exception: Redeye turns are permitted and are limited to a maximum of two (2) Flight Segments.
- b. A Duty Period containing a Flight Segment that touches the Redeye Period shall not contain more than two (2) Segments.

7. Connect Times

- a. The maximum crew connect time shall be three (3:00) hours.

Exception: This does not apply to Pairings built outside of the initial Pairing construction process.

- b. The maximum crew connect time between Segments in the Redeye Period shall be two (2:00) hours.
 - c. The minimum crew connect time after a Segment that requires Customs shall be ninety (90) minutes to a Flight Segment.
8. When constructing Pairings outside of the initial Pairing construction process, the following minimum scheduled crew turn times will be used:
- a. Any Segment to a Flight Segment requiring an aircraft swap: forty (40) minutes
 - b. Any Segment to a Flight Segment in which an aircraft swap is not required: thirty (30) minutes
 - c. Any Segment to a Deadheading/LIMO Segment: thirty (30) minutes
9. No Duty Period will be constructed with more than four (4) Segments. Segments are inclusive of LIMO Transportation, Deadhead Segments, and Flight Segments.
10. A Pairing shall not contain more Duty Periods than Calendar Days.
11. A Pairing shall not touch more than five (5) Calendar Days.
12. Initial Pairing Construction
- a. Non-TransAtlantic IFC Pairings shall consist of one (1), two (2), three (3), and four (4) day Pairings.

C. Deadheads

1. Seating Accommodations

- a. An IFC shall not be required to occupy a jumpseat while Deadheading.
- b. For initial Pairing construction, the Company shall book a window or aisle seat, if available, for each IFC Deadhead.
- c. Effective with automation of the Deadhead booking and seat assignment process, for Pairings constructed after the initial Pairing construction, the Company shall block a window or aisle seat, if available, for each IFC Deadhead at the time the Deadhead is booked.

2. Pay for Flight Deadhead

- a. Time spent Deadheading shall be paid and credited the greater of scheduled or actual block hours of the Deadhead Segment.

3. Self-Deadhead

a. An IFC may, with the consent of the Company, elect to Self-Deadhead if the first or last leg of the IFC's active Pairing is a scheduled Deadhead/LIMO. Consent shall not be withheld unless Crew Services has an assignment affecting the Deadhead for the IFC at the time the request is made or there are modifications from a cancellation package affecting a city in which the Deadhead is to/from that have not been completed. An IFC opting to Self-Deadhead shall be paid and credited the scheduled value of the published Deadhead. An IFC shall not have her/his TAFB adjusted if she/he elects to Self-Deadhead.

i. A Self-Deadhead without the consent of the Company will result in a No Show.

b. If an IFC elects to cancel her/his Self-Deadhead and wishes to reinstate her/his original Deadhead, the IFC may call Crew Services and they shall reinstate the IFC's original Deadhead so long as the request is made more than sixty (60) minutes prior to a domestic departure, ninety (90) minutes prior to an international departure and it does not result in a revenue customer being bumped at the time the request is made.

4. Crew Services shall approve or deny Self-Deadhead requests in a timely manner. In the event a request has not been approved or denied twenty-four (24) hours prior to departure or a request is made within twenty-four (24) hours of departure time, the IFC may contact Crew Services.

5. LIMO

a. All LIMO transportation standards shall adhere to the requirements of Article 26, Paragraph A.9.

b. The Company will evaluate whether to assign LIMOs between cities experiencing severe weather and reassign as necessary.

c. An IFC scheduled or assigned by the Company for LIMO, shall be paid and credited in accordance with the table below. If LIMO routes are not listed in the table below, the Company shall use Google Maps (or a mutually agreed upon alternative map program) to determine the no-traffic time (in minutes) between departure airport and destination airport. Then an additional twenty-three and two-tenths of one percent (23.2) buffer of time will be added to allow for traffic and any unanticipated delays.

d. IFCs shall not be assigned to LIMO in excess of 230 minutes.

| Travel between Airports | Credit (minutes) |
|--------------------------------|-------------------------|
| BOS & PWM | 135 |
| BOS & ORH | 75 |

| | |
|-----------|-----|
| EWR & HPN | 105 |
| EWR & LGA | 90 |
| EWR & SWF | 105 |
| FLL & MIA | 45 |
| FLL & PBI | 60 |
| FLL & RSW | 135 |
| JFK & EWR | 90 |
| JFK & HPN | 60 |
| JFK & LGA | 30 |
| JFK & SWF | 105 |
| LGA & HPN | 60 |
| LGA & SWF | 105 |
| LAX & BUR | 70 |
| LAX & ONT | 75 |
| LAX & SAN | 170 |
| MCO & JAX | 150 |
| MCO & TPA | 120 |
| MCO & RSW | 225 |
| SJC & SFO | 45 |

6. Other Deadheading Limitations

- a. Flight Deadhead shall only occur on multi-engine aircraft operated by an air carrier certified under FAR 121, FAR 135, or ICAO.
- b. An air carrier that is being rejected for safety-related reasons for transportation by the United States Department of Defense will not be utilized for IFC Deadheading.
- c. An IFC shall not be required to Deadhead on an air carrier experiencing a labor dispute (strike) by Flight Attendants.
- d. When LIMO time would exceed 180 minutes and scheduled air service is

available within a reasonable time period of when the LIMO would have been scheduled to arrive, IFCs will be assigned to Deadhead by air including on other airlines.

D. Drug and/or Alcohol Testing

1. An IFC will not be required to take a random Drug and/or Alcohol test on her/his days off. An IFC will not normally be called to the airport to take non-random tests on her/his days off, except as required by applicable federal regulations.
 - a. In the event a Drug and/or Alcohol test interferes with an IFC's schedule, such IFC will take the test unless otherwise directed by the Company and will not suffer any loss of pay or credit for any time lost, so long as the test is negative.
 - b. An IFC will be considered to be on duty for the reasonable time needed to complete a random Drug and/or Alcohol test or is otherwise released by the Company, whichever occurs last.
 - c. If the collection/testing facility is not within the terminal building, the Company shall provide or arrange for transportation to and from the collection/testing facility.

E. Inflight Scheduling Committee (ISC)

1. The ISC and the Company shall meet monthly to discuss Pairing construction, Base hour allocation, PBS parameters, operational issues, or any other pertinent issues the ISC and the Company deem appropriate.
2. The ISC shall be invited to the Bid Divisor meeting.
3. At the request of the ISC Chairperson, the Company shall provide the ISC Chairperson with the following reports within thirty (30) days of the request:
 - a. Planned vs actual Block hours
 - b. Planned vs actual credited time
 - c. Number of designated premium Pairings
 - d. Issued vs utilized RSAs
 - e. Reserve utilization by Base
 - f. Number of RSV IFCs flown into days off
4. The Company shall provide the ISC Chairperson or her/his designee with access to the following systems, software, and resources (or their equivalents):

- a. CrewTrac – read only access (including Master Schedule comments), limited to IFC scheduling information
 - b. Administrative PBS – read only access (including line simulator), limited to IFC scheduling information
 - c. The following reports (or equivalent): PBS stats, including unstacking, individual runs, reserve distribution (PTO) page
5. The Company will consult with the ISC prior to publication of any Bid Award for the purpose of ensuring compliance with this Agreement.
6. In the event a technological failure or an administrative setting error which impacts the validity of an entire Bid Award (i.e. Bid Divisor setting) is discovered after Bid Award publication, the affected Bid Award shall be rerun and the matter will not be subject to the grievance process.
7. PBS Familiarization
 - a. The Company will provide PBS familiarization to each recall or new-hire class.
 - b. PBS familiarization will be developed with the input of the Inflight PBS Work Group (IPWG) and consist of classroom training or distance learning.

ARTICLE 8

RESCHEDULE

- A. All IFCs are subject to Reassignment in order to avoid a delay or cancellation in accordance with this Article.
- B. **Displacement or Removal of an IFC by Inflight Leadership (DPM)**
1. An IFC shall be pay protected for any Segment(s) or Pairing(s) where she/he is displaced including but not limited to training, promotional purposes, charters, inaugural flights, or Special Assignments.
 2. If an IFC is removed from an entire Pairing, she/he shall be Released from all further duty for that Pairing Footprint.
 3. If an IFC is removed from a Segment(s) or Duty Period, she/he may be scheduled to Deadhead into position for her/his next departure or back to Base. An IFC may also elect to Self-Deadhead.
 4. A Lineholder shall be permitted to pick up Open Time in FLICA or RSA over any displaced Pairing(s)/Segment(s) and be paid the greater of the two (2) Pairings.
 5. Displaced Pairings/Segments for recognition flying and proficiency flying shall require IFC consent.
 6. If an IFC is displaced from a portion of a Pairing which causes an unexpected Layover in Base, which is followed by a Duty Period, the Company shall provide her/him with an overnight hotel at no cost.
- C. **Fatigue**
1. An IFC must contact Crew Services to declare herself/himself fatigued and the Company will immediately remove the IFC from the affected Segment(s).
 2. The IFC will be pay protected for any Segment(s) removed if the Fatigue Event Review Committee (FERC) determines the fatigue is work related. An IFC may not use PTO to be paid for any Segment(s) determined by the FERC as non-work related fatigue.
 3. Deadhead time returning the IFC to Base after a work related fatigue incident (FTP) outside of the OSP Footprint qualifies for JRA pay. If the fatigue removal is determined to be non-work related, the IFC will not be paid for any Segment(s) removed or Duty outside of the OSP Footprint.
 4. IFCs on fatigue Rest are not permitted to Deadhead or otherwise

- travel until the end of their legal Rest.
5. IFCs who call out fatigue in Base will not be provided rest accommodations.
 6. An IFC may only call fatigue for her/his next scheduled departure.
 7. An IFC who calls fatigue will be Reassigned in accordance with the Reassignment rules of a disrupted IFC in this Article 8, Paragraph D.
 8. An IFC who calls out fatigue must submit an Inflight Fatigue Reporting Form (IFRF) within twenty-four (24) hours of the end of her/his Pairing.

D. Disrupted IFC

1. An IFC will be considered disrupted when:
 - a. The IFC's Pairing involves flight cancellation(s) or equipment substitutions.
 - b. The IFC has a FAR or contractual legality conflict(s) (projected or actual)
 - c. The IFC's inbound ETA is less than thirty-five minutes (0:35) from the departure time of her/his next Segment and Crew Services elects to remove the IFC from her/his next Segment.
2. If the disrupted Duty Period is other than the last Duty Period of the IFC's Original Scheduled Pairing, Crew Services shall exhaust all options provided in Article 12 prior to extending the IFC beyond the Release time of the IFC's Original Scheduled Pairing (OSP), unless doing so would cause a flight delay or cancellation.
3. A disrupted IFC who is Reassigned will be scheduled to be Released on the last day of the Pairing that she/he was originally scheduled to be released. Exception: if the disruption occurs on the last day of the Pairing, or during a Level 2 IROP or higher, an IFC may be Reassigned beyond the last Calendar Day of the Pairing, but will be scheduled to be Released at the earlier of transit through her/his Base or twenty-four (24) hours after the originally scheduled Release time and compensated in accordance with Article 23, Paragraph EE.
4. Unless an IFC gives concurrence, a Reassignment outside her/his Original Scheduled Pairing into a vacation day is prohibited.
5. If a Reassignment under this Article causes an IFC to be illegal (FAR or contractual) for any portion of the IFC's schedule, the IFC shall be pay protected for the Segment(s) removed from her/his schedule in

accordance with Article 23, Paragraph CC. The Company may require the IFC to operate the balance of the remaining Pairing(s).

6. Disrupted Lineholders may be Reassigned to a Reserve duty (RSL) for the footprint of their OSP with pay protection due to a disruption. If a Lineholder is assigned a Pairing on RSL, it may only fall within the OSP Footprint.

E. Non-disrupted IFC

1. An IFC will be considered non-disrupted when she/he is removed from her/his Pairing or a Segment(s) of a Pairing in order to cover a Pairing or Segment(s) of a Pairing other than her/his scheduled Pairing.
2. An IFC will not be Reassigned under the provisions of this Article, Paragraph E at a Base unless all legal and available Airport Standbys at that Base have been utilized.
3. A non-disrupted IFC who is Reassigned will be scheduled to be Released on the last day of the Pairing that she/he was originally scheduled to be Released on her/his OSP.
4. Unless an IFC gives concurrence, an Assignment outside her/his OSP into her/his vacation day is prohibited.
5. If a Reassignment under this Article causes an IFC to be illegal (FAR or Contractual) for any portion of the IFC's schedule, the IFC shall be pay protected for the Segment(s) removed from her/his schedule in accordance with Article 23, Paragraph CC. The Company may require the IFC to operate the balance of the remaining Pairing(s).
6. A non-disrupted IFC will not be placed on RSL.
7. Crew Services may reassign non-disrupted IFCs who are legal and qualified to avoid a delay or cancellation and assign them in the following order:
 - a. Deadheading IFC(s) in reverse seniority order moved to operate the open Flight Segment.
 - b. IFC(s) in reverse seniority order from the crew identified to avoid the delay or cancellation.

F. Redeye Restrictions

1. Redeye Segment: A Flight Segment that is scheduled to operate two (2) or more hours within the Redeye Period (0100 local to 0459 local).
2. Redeye Duty Period: A Duty Period that spans 0100 local to 0459 local or is scheduled to Release after 0300 local.
3. IFCs that are not originally scheduled to operate Redeye Segments within a given Duty Period, will not be Reassigned to operate a Redeye Segment within

that Duty Period without IFC concurrence.

4. As a result of a Pairing disruption/modification, no Duty Period will be constructed with a Flight Segment following a Redeye Segment without IFC concurrence.
5. A Deadhead Segment may be added after a Redeye Segment to return the IFC to Base or downline reposition. The IFC will not be Reassigned to operate the Deadhead Segment without IFC concurrence.

G. Junior Assignment

1. Junior Assignment (JRA) – An IFC who is required to work an assignment on her/his scheduled day/time off that is not part of a reassignment. Such assignment must be legally scheduled.
2. IFCs may be assigned for JRA duty by the following methods of Positive Contact only:
 - a. Telephone contact at the IFC's primary telephone number. IFCs must provide their primary number to Crew Services.
 - b. In person only by members of Crew Services, Inflight Management, or Airports Crewmembers.
 - c. JETCRW with IFC acknowledgement
3. IFCs will be assigned to JRA in accordance with the rules in Article 12.
4. An IFC who is called as a JRA and flies as such shall be compensated in accordance with Article 23, Paragraph V.
5. An IFC cannot be contacted for JRA Duty more than twenty-four (24) hours before the scheduled flight or Reserve Duty Period for which she/he is needed.
6. An IFC having to sit JRA Reserve shall be paid for one (1) hour at the appropriate pay for her/his current pay rate for each hour or a fraction thereof she/he sits JRA Reserve.
7. The Occupational Seniority list must be used and the most junior qualified, available IFC who lives or is based in the city from which the Assignment originates and who is completely legal for the Pairing shall be assigned. If there is no such IFC available, Crew Services will start over, and contact the most junior IFC in the Base where the Pairing originates who requires the fewest number of future hours to be pulled to be made legal for the JRA Pairing to be assigned. When an IFC is called as JRA on her/his scheduled day off and she/he reports sick at that time, such IFC will not be charged with a sick day but such IFC may be required to produce verification of her/his illness. If the IFC produces a doctor's statement dated within forty-eight (48)

hours of the JRA call, and submits it prior to departure of her/his next scheduled Pairing, no points will be charged under the Dependability Program outlined in the IBBS. An IFC who is JRA'd out of her/his home city will receive positive space travel back to her/his home city at the end of the Assignment if requested.

8. The Company will adhere to all contractual legalities when assigning an IFC a JRA Assignment.
9. An IFC who is on scheduled VPTO or APTO will not be JRA'd.
10. Should a Lineholder have extra flying added to a leg or Pairing that duties off after 0015 Base Local Time on a scheduled day off, she/he may declare herself/himself Unavailable for Junior Assignment (UJA) for the remainder of that day.
11. Should a Reserve have extra flying added to a leg or Pairing that duties off after 0159 Base Local Time on a scheduled day off, she/he may declare herself/himself Unavailable for Junior Assignment (UJA) for the remainder of that day.

H. General

1. When an IFC is Reassigned, Crew Services may utilize any of the following options:
 - a. Be assigned to a replacement Pairing or Segments or
 - b. Deadhead/ work alternate flight(s) that return the IFC to the OSP or
 - c. Pick up a portion of, or the remainder of the Pairing in the IFC's assigned Base or
 - d. Sit Reserve for the OSP Footprint as an RSL (only if disrupted Lineholder) or
 - e. Be assigned LSB only with IFC concurrence or
 - f. Be released from Duty with Pay Protection.
2. Rescheduling requiring an entire crew will be made based upon Qualifications and legality of the crew.
3. Rescheduling requiring less than an entire crew will be assigned in reverse order of seniority.

4. IFCs are eligible for Reschedule during VPTO, when they make themselves available by picking up from Open Time or the TradeBoard.
5. Excluding delayed flights, if an IFC is originally scheduled to Release in Base by 0159 Base Local Time, and is Rescheduled to an Assignment scheduled to Release in Base at or after 0200 Base Local Time, any flight(s) scheduled to depart at or after 0200 Base Local Time will be paid in accordance with Article 23, Paragraph EE.
6. If a Reschedule causes a Pairing to be split into multiple Pairings or results in an unscheduled Layover in Base, the IFC will be provided with a hotel upon request and continue to accrue per diem.
7. No Reassignments will be built with less than forty-five (45) minutes turn time for A321 and thirty-five (35) minutes for A320/A220/E190 between Segments, except when an IFC has already blocked in from one flight and can realistically make a shorter connection to another flight. If turn times become shortened by Irregular Operations, which occur after the IFC has been Rescheduled, then the Reassignment remains legal. The Company will not schedule unrealistic turn times in order to keep the IFC legal.
8. All Reassignments/modified trips will be scheduled with a minimum of ten (10) hours of Layover Rest.
9. As a result of a Pairing modification, no Duty Period will be constructed with more than four (4) Flight Segments for the entire Duty Period without IFC concurrence. IFCs may be scheduled for a fifth (5th) Segment as a Deadhead or LIMO and will not be converted to a Flight Segment.
10. During the Next Day Reserve Assignment process, after Pairings have been assigned, and before Reserve Periods are assigned, RSLs will be auto-released with pay protection for the following day should Reserve numbers be above the required Reserve Minimums.
11. Schedule Change Acknowledgements
 - a. IFCs are responsible for being aware of their schedule, including any schedule modifications. IFCs will update JETCRW periodically throughout each Duty Period and acknowledge any schedule modifications that have been made.
 - b. Additionally, when System Operations has declared a Level 2 IROP or higher, Crew Services will send a notification to all JETCRW users indicating that the alert exists. When a Level 2 IROP or higher exists, IFCs will check the JETCRW

app for their current schedule and will self-notify of any changes via the app during the fifteen (15) minute thirty (30) for TransAtlantic) Debrief period at the end of every Duty Period. International destinations where no cellular connectivity exists, are exempt from this requirement.

- c. When on Rest, IFCs are not required to remain in contact with Crew Services. However, IFCs should check the JETCRW app and phone messages upon completion of the required Rest and periodically during Layovers to remain cognizant of operational conditions.

12. Change to Report Time

- a. An IFC's Report time will be adjusted without the IFC's concurrence when:
 - i. The first flight in a Duty Period has a posted delay of more than one (1) hour from scheduled departure time and
 - ii. The delay is posted more than two (2) hours in advance of Report time
- b. When changing a Report time with less than two (2) hours before Report time, Crew Services must have IFC concurrence.
- c. This excludes Report times that are delayed due to legalities.

13. The Company will make available via electronic means the status of flights for the current day. When a scheduled departure is delayed over two (2:00) hours, or canceled, the Company will notify the IFC by electronic means. In situations when Crew Services has adjusted an IFC's Report time, the IFC's Duty Period will not commence until she/he actually reports to the airport. IFCs must remain available (via cell phone or the phone in her/his hotel room) to Crew Services for reschedule. Failure to do so may result in a No Show. If the hotel does not provide transportation, the IFC will be responsible for payment of any transportation, but should submit receipts for reimbursement.

14. When a Reassignment is made during a Level 2 IROP or above that will return an IFC to Base more than twenty-four (24) hours after her/his original scheduled Release time, the IFC can request to be removed Unavailable for Reassignment Refusal (UNF). UNF is unpaid and can only be used once per rolling twelve (12) month period. It will be limited to original Assignments that do not include a scheduled Layover.

15. An IFC shall not be Reassigned to a Pairing Report Time that is earlier than one (1) hour prior to the original Report time of her/his OSP without IFC Concurrence. Pairing Report Time changes require Positive Contact with the IFC, which must be made at least twenty-four (24) hours prior to the revised scheduled Report time.

I. RSL and LSB

1. Lineholders may be Reassigned to a Reserve Duty for their OSP Footprint, with pay protection, due to a disruption. Lineholders assigned to a Reserve Period must adhere to the rules in this section.
2. Crew Services may reassign a Lineholder to either of the following:
 - a. Lineholder Home Reserve (RSL).
 - b. Lineholder Airport Standby (LSB) only with IFC concurrence.
3. Except as provided herein, Lineholders on RSL and LSB follow the same rules as Reserves.
4. Lineholders on RSL or LSB may not be Reassigned past the OSP Footprint unless in a Level 2 IROP or higher.
5. If an IFC is Reassigned to a Reserve Period due to being Unavailable for Assignment (UNA) or No Show (NOS), pay protection does not apply.
6. Lineholders on RSL will be paid the greater of the OSP or the Reassignment.
7. IFCs may request to drop RSL without pay protection via FLICA or JETCRW when the Reserve grid is above required Reserve Minimums.
8. An IFC who drops RSL without pay protection may pick up Pairings over the dropped day(s).
9. IFCs may request to be Released with pay protection via FLICA or JETCRW from RSL up to seventy-two (72) hours from the beginning of the OSP Footprint when this option is made available by the Company. The Company will not unreasonably withhold this option.
10. IFCs on RSL may use FLICA to submit an Add request for any Pairing in Open Time. Any Open Time Add award that continues beyond the pay protected footprint will not be paid at JRA rates.

J. Unable to Return to Base

1. If an IFC is unable to be returned to Base on the day she/he is originally scheduled due to Irregular Operations, she/he will be compensated in accordance with Article 23, Paragraph EE.
2. If Crew Services cannot return the IFC within the limitations of this Article, they shall on the next Calendar Day Deadhead or Assign the IFC to the first Flight Segment for which she/he is legal, in order to return the IFC to Base. If assigned a Deadhead, the IFC may at her/his sole discretion elect to Self-Deadhead.
3. If an IFC who is unable to be returned to Base is needed to work a flight(s) back to her/his Base, she/he must have the contractual minimum crew rest in accordance with Article 7, Paragraph A.7. and will be compensated in accordance with Article 23, Paragraph EE.

K. Aircraft Equipment Change

1. When down-gauging aircraft, the IFCs (excluding IFCs with necessary Qualifications for the down-gauged flight) will be Reassigned in accordance with Paragraph D of this Article.
 - a. If the Reassignment of the IFC(s) is to Release her/him, or to displace to Deadhead, it will be done in seniority order. Any other Reassignment will be done in reverse seniority order.
 - b. She/he will be pay protected in each of these circumstances in accordance with Article 23, Paragraph CC.
 - c. Any IFCs holding special qualifications required on the down-gauged flight will remain regardless of seniority. Should there be more than one IFC on the Segment holding special qualifications, the most junior IFC will be used to operate the Segment and the most senior IFC will be Released, or displaced to Deadhead.
2. When up-gauging aircraft, the IFCs, (excluding IFCs with necessary Qualifications for the up-gauged flight) will reposition themselves in the following manner:

| A/C | IFC Action | | | |
|-----------------------------------|------------------------------|------------------------------|---|---------------------------------|
| E190 to A320/A220 | IFC #1 will remain IFC #1 | IFC #2 will become IFC #3 | IFC added will become IFC #2 | |
| E190 to A321 (32M/32C) | IFC #1 will remain IFC #1 | IFC #2 will become IFC #4 | IFC added will become IFC #2 and IFC #3 | |
| A320/A220 to A321 (32M/32C) | IFC #1 will remain IFC #1 | IFC #2 will remain IFC #2 | IFC #3 will become IFC #4 | IFC added will become IFC #3 |

Note: When IFCs reposition themselves due to the up-gauging of aircraft, it will not be considered a Reassignment or a Disrupted IFC.

3. The F1 will be responsible for ensuring that IFCs are repositioned in accordance with the table above. These changes will not be reflected in Crew Management System.

ARTICLE 9

BIDDING

A. Bid Calendar

| Schedule | Event |
|--|--|
| No later than the first (1 st) Calendar Day of Month | IFC Monthly Bidding Opens no later than the first (1 st) Calendar Day of the month for the following month |
| Seventh (7 th) Calendar Day of the Month | IFC Monthly bidding closes at 0900 EST; awards must be published within forty-eight (48) hours |
| Ninth (9 th) Calendar Day of the Month | 24-hour Seniority Drop Window opens at 0900 Base Local Time |
| Eleventh (11 th) Calendar Day of the Month | 24-hour Seniority Pickup Window opens at 0900 Base Local Time |
| Thirteenth (13 th) Calendar Day of the Month | 48-hour First Come, First Serve Window Opens at 0900 Base Local Time |
| Sixteenth (16 th) Calendar Day of the Month | First Come, First Serve Window Opens at 0900 Base Local Time |

Note: In the event the Company cannot meet the outlined days above, timeframes will be adjusted accordingly (see Exchange of Trips Article 11, Paragraph A.1.a.).

B. Bid Periods

Adjustment to any Bid Period requires the approval of the Inflight Scheduling Committee (ISC).

| Operating Month | Start Date | End Date | Number of Days |
|------------------------|--------------------------|--------------------------|-----------------------|
| January | January 1 st | January 30 th | 30 |
| February | January 31 st | March 1 st | 30 (31 Leap Year) |
| March | March 2 nd | March 31 st | 30 |
| April | April 1 st | April 30 th | 30 |
| May | May 1 st | May 31 st | 31 |
| June | June 1 st | July 1 st | 31 |
| July | July 2 nd | July 31 st | 30 |
| August | August 1 st | August 30 th | 30 |

| | | | |
|-----------|--------------------------|----------------------------|----|
| September | August 31 st | September 30 th | 31 |
| October | October 1 st | October 31 st | 31 |
| November | November 1 st | December 1 st | 31 |
| December | December 2 nd | December 31 st | 30 |

C. Bidding Timeline Exceptions

1. The Company may delay the Bid opening due to a software or hardware failure. Any other reason for delaying the Bid opening requires ISC concurrence, but such concurrence shall not be unreasonably withheld. If the Bid opening is delayed, the Company shall notify the ISC and all IFCs of the reason for delay and the anticipated Bid opening timeframe. Bid closing times and dates will be adjusted proportionally to the length of the delay, and the Company shall notify all IFCs of the adjusted closing schedule.
2. Bid Awards shall be published within forty-eight hours (48:00) after bid closing. In the event the Company is unable to publish the Bid Awards in accordance with this Agreement, the Company will notify the ISC and all IFCs of the delay.
3. Any change to the Pairings or Bid Divisors after Bid opening shall require ISC and IFC notification. In such case, the ISC shall have the right to request a delay to the Bid closing for up to twenty-four (24) hours from notification.

D. Eligibility to Bid

1. Eligible to bid
 - a. An IFC must meet all entry requirements to bid and/or operate into all JetBlue destinations.
 - b. An IFC that is projected to be current and Qualified by the 22nd of the Bidding Month shall be eligible to bid.
 - c. An IFC on a leave of absence must have a return to work date on or before the 22nd of the Bidding Month in order to bid. The IFC must provide return to work documentation to Inflight Leadership supporting her/his return to work at least forty-eight (48) hours prior to the Bid close.
 - d. An IFC who is returning from a leave of absence as DEQ shall be eligible to bid as provided for in Article 15 A.4.d.

- e. An IFC who is awarded a schedule but is not Qualified by the Operating Month, will have Pairing(s) or Reserve availability day(s) removed until Qualified. If removal occurs through no fault of the IFC, the IFC will be pay protected.
2. Ineligible to bid (LOA or Training)
- a. Once a Projected Line Holder IFC who was ineligible to bid becomes Qualified and is notified of her/his release to the line, she/he shall have the option to choose either of the following for schedule construction:
 - i. Add Pairings from Open Time and/or the TradeBoard. The required credit hours for the active month and future month if a schedule was not awarded will be prorated based on the following:

| Days Available | Required Credit Hours |
|----------------|-----------------------|
| 1 - 4 days | 4 |
| 5 - 6 days | 6 |
| 7 - 8 days | 8 |
| 9 -10 days | 10 |
| 11 - 13 days | 12 |
| 14 - 16 days | 16 |
| 17 - 19 days | 20 |
| 20 - 22 days | 24 |
| 23 - 25 days | 28 |
| 26 - 27 days | 32 |
| 28 - 29 days | 33 |
| 30 - 31 days | 35 |

- ii. Upon the return to work, an IFC who cannot build her/his current month's line up to the minimum required credit hours within 5 (five) Calendar Days after the IFC has become active in the system will have Reserve days added to her/his schedule until the value of the line meets or exceeds the required credit hours.
- iii. For the future month, the IFC will have seven (7) Calendar Days from the opening of the First Come,

First Serve Window to build her/his line. This does not prohibit the IFC from picking up Pairings during the Seniority Based Pickup Windows or from the IFC Tradeboard. An IFC who cannot build her/his line up to the minimum required credit hours within seven (7) Calendar Days will have Reserve days added until the value of the line meets or exceeds the required credit hours.

- iv. When availability during a Bid Period is reduced for any reason (e.g. leave of absence, Military Duty, Extended Training, etc.) monthly minimum hour requirements will be prorated in accordance with the table in this Article 9, Paragraph D.2.a.i. above.
- b. Construct a Reserve schedule based on the prorated chart in this Article 9, Paragraph G.3.
- c. Provided the IFC submits her/his preferences within twenty-four (24) hours of her/his return to work, an IFC who is not a Projected Lineholder shall be constructed a Reserve schedule based on the prorated chart in this Article 9, Paragraph G.3. Crew Planning will attempt to honor the IFC's preference for days off based on minimum Reserve coverage.

E. Preferential Bidding

1. Monthly lines of flying are constructed using the Preferential Bidding System (PBS). IFCs shall be awarded a schedule in accordance with their seniority.
2. When monthly bidding opens, IFCs shall verify their Base, eligibility, and all planned absences to ensure accuracy. Any discrepancies that are not reported to Crew Planning will not result in pay protection.
3. IFCs are responsible for retaining their bid confirmation number. If the IFC is unable to obtain a confirmation number, she/he must contact Crew Planning prior to the Bid closing.
4. The Company shall publish the number of eligible bidders, projected Lineholders and the number of projected Reserves on the PBS info page.
5. PBS will attempt to build a line of flying to exceed the Threshold value, however if it is unable to, the line of flying is considered to

be complete when the credit value of the line is above the minimum value for the respective credit window.

6. Failure to Bid: IFCs that do not submit a bid and do not have a default bid on file before the closing of the bidding process will be awarded a computer-generated schedule (line of flying or Reserve line).

F. Bidding Parameters

When monthly bidding opens, Crew Planning will publish the ranges of the Reduced, Minimum, Target, and Maximum credit window parameters in addition to the Pairings.

1. Reduced Credit Window (Refer to effective date in Article 10)
The Reduced Credit Window shall not be less than thirty five hours and one minute (35:01) and the upper value of the Reduced Credit Window shall not be greater than forty five (45:00) hours.
The Company shall plan no less than seven percent (7%) of lines awarded per Base, but may exceed that number to reach the planned posted Reserves for each Base. No IFC will be awarded a Reduced Credit Line unless she/he bids for such line.
2. Minimum Credit Window
The Minimum Credit Window shall not be less than seventy (70:00) hours and the upper value of the Minimum Credit Window shall not be greater than the posted Threshold of the Target Window.
3. Target Credit Window
The Target Credit Window shall not be less than seventy five (75:00) hours. The upper value of the Target Credit Window shall not be greater than plus ten (10) hours of the Threshold.
4. Maximum Credit Window
The Maximum Credit Window shall not be less than the Threshold value of the Target Window plus ten (10) hours.

*Note: If a bid run returns an unsatisfactory result or an imbalanced Reserve percentage, the Bid Divisor may be adjusted accordingly.

G. PBS Parameters

1. PBS shall be programmed to ensure that each Lineholder has a minimum of ten (10) days off in a Bid Period.
2. PBS shall be programmed to ensure that each Reserve has a minimum of twelve (12) days off in a Bid Period.

3. Reserve Prorated Day Off Chart

| Days Available | Minimum Days Off |
|----------------|------------------|
| 1-2 | 0 |
| 3-4 | 1 |
| 5-6 | 2 |
| 7-8 | 3 |
| 9-10 | 4 |
| 11-13 | 5 |
| 14-16 | 6 |
| 17-19 | 7 |
| 20-22 | 8 |
| 23-25 | 9 |
| 26-27 | 10 |
| 28-29 | 11 |
| 30-31 | 12 |

4. Lineholder six (6) days-on protection

During the PBS award process, an IFC shall not be awarded Pairings resulting in more than six (6) consecutive Calendar Days beyond 2159 on the sixth (6th) Calendar Day. This rule cannot be waived.

5. An IFC who is awarded Pairings resulting in six (6) consecutive Calendar Days on shall be awarded a minimum of two (2) consecutive Calendar Days off following the completion of the final Pairing. An IFC may waive this rule provided:

- a. She/he increases the “days on” up to a maximum of nineteen (19), and/or
- b. Decreases the “days off” to one (1), and
- c. She/he must have at least twenty-five (25) hours off for every rolling seven (7) Calendar Days.

6. No Same Day Pairing Protection

During the PBS award process, an IFC shall not be awarded a Pairing on the same day in which the IFC has been awarded a Pairing that releases after 0200 Base Local Time. An IFC may waive this provision.

7. Minimum Base Rest Protection

During the PBS award process, an IFC shall not be awarded a Pairing that violates the Minimum Base Rest Requirement in Article 7, Paragraph A.8.a of twelve (12) hours. An IFC may waive this provision. At no time shall an IFC be awarded a Pairing that will result in less than eleven (11) hours scheduled Base Rest between Pairings and Pre-blocks.

H. PREFERENTIAL BIDDING SYSTEM (PBS)

The Company will utilize and maintain a Preferential Bidding System (PBS), meeting the requirements in this Article for the awarding of monthly schedules.

1. The Inflight PBS Working Group (IPWG) will be comprised of the Vice President of Inflight, or her/his designee, Director of Crew Resources and Support, or her/his designee, the Scheduling Committee Chairperson, or her/his designee, one (1) Company representative, and two (2) IFC representatives designated by the Union.
 - a. The IPWG will meet and confer no less frequently than quarterly to review the efficacy of the PBS settings.
 - b. The Union IPWG members will be provided access when requested to verify system settings, constraints and parameters.
2. The bidding interface will be accessible remotely to IFCs.
3. The Company will bear all expenses related to the initial startup and maintenance of any PBS, including software development, add-on/upgrades, all post-installation software modification, equipment purchases, the interfacing of current hardware with new PBS computers, the supplying of terminals for IFCs to bid at each Base and the providing for internet and network bidding capabilities, for a web-based program.
 - a. The Company will not be required to supply IFCs with personal computers or internet access away from work.
4. Should the Company wish to change business partners, the Union will be afforded the opportunity to participate in the selection of the new business partner and the Company will not invoice the Union for Flight Pay Loss incurred as a result of business partner selection or implementation. The new business partner will be required to satisfy all the requirements included in this Agreement.
5. No part of the PBS software or equipment will be substituted, altered or modified without the Company reviewing such changes in advance with the Union.
 - a. Should the PBS vendor unilaterally implement an update, the IPWG will meet within a reasonable timeframe upon notification of the vendor and commence testing on the changes as soon as possible.
 - b. Bid line request choices/instructions/preferences offered in the current PBS will continue to be available to IFCs during the bid process unless the vendor no longer provides the choices/instructions/preferences.

I. Individual Bid Award Dispute

1. An IFC must report a potential PBS Bid Award error by submitting a ticket on the Inflight Bid Award Assistance Tool within three (3) Calendar

- Days (not to include the day the Bid Award was published) of the publication of the Bid Award in CrewTrac (or equivalent). If an IFC does not report a potential PBS Bid Award error within this time period, no adjustments will be made and the Bid Award will be deemed compliant with the Agreement.
2. If Crew Planning determines that a PBS Bid Award error has not occurred but the IFC does not agree with that determination, Crew Planning will raise the issue with the IPWG who will make a final determination. Corrective action, if required, must be completed prior to the Operating Month. The IPWG may consult with the business partner if they deem necessary.
 3. If it is determined by Crew Planning or the IPWG that a PBS Bid Award error has occurred, the IFC's Bid will be re-run in PBS to determine the Correct Line.
 4. An IFC who was or would have been awarded Reserve if the error had not occurred, shall be awarded the Correct Line.
 5. An IFC awarded Reserve who would have been awarded a line if the error had not occurred shall have her/his Reserve days removed. Pairings remaining in Open Time that should have been awarded via PBS shall be placed on the IFC's line and she/he shall be pay protected for the value of the Correct Line.
 6. An IFC whose awarded line differs from her/his Correct Line shall have any improperly awarded Pairings removed and be pay protected for the value of the Correct Line. Removed Pairings will have an ERR code placed only over the footprint of such Pairings.

ARTICLE 10

REDUCED CREDIT FLYING, R&R, AND CREWFLEX

CrewFlex will be effective as of the date of signing of the Agreement and will remain in place for at least one (1) round of CrewFlex bidding but no more than three (3) rounds of CrewFlex bidding. The changeover from CrewFlex to Reduced Credit Flying will coincide with the completion of an awarded CrewFlex period.

- A. Reduced Credit Flying allows IFCs to work a reduced schedule.
1. Reduced Credit Flying monthly hour requirements as provided for in Article 9, Paragraph F.1. shall be as follows:
 - a. minimum of thirty-five (35:00) hours
 - b. maximum of forty-five (45:00) hours
 2. Maximum Reduced Credit Flying of forty-five (45:00) hours may be increased to seventy (70:00) hours through IFC FLICA self-adjustments
- B. Reduced Credit Flying IFCs may be allowed to go above seventy hours (70:00) in the following circumstances:
1. Crew Services may assign flying over seventy (70) hours
 2. Delays or over-flying of scheduled Assignments
 3. The Reduced Credit Flying IFC takes advantage of a "Flex-Up" opportunity
- C. Flex-Up
- After Bid Awards are published, Inflight Leadership may allow Reduced Credit Flying IFCs to pick-up above seventy hours (70:00) from the First-Come, First-Serve Window in FLICA. Flex-Up opportunities will be available during all Level 3 IROPs and Critical Coverage days as outlined in the IBBS.
- Flex-Up will also be available when Inflight/Crew Services Leadership deems necessary and will be communicated via electronic means.
- D. Reduced Credit Flying Reserves
1. Reduced Credit Flying Reserves will be scheduled to work nine (9) days in a thirty (30) day month and ten (10) days in a thirty-one (31) day month.
 - a. Reduced Credit Flying Reserves may pick up from Open Time but may not exceed thirty (30) hours and Pairings must not interfere

or negate scheduled Reserve days.

E. Reduced Credit Flying Line Value Adjustments

1. Line values will be adjusted up or down corresponding with the credit value of each transaction. Unpaid Drop and Swap requests that would reduce a line value below thirty-five hours (35:00) will not be honored by FLICA.

F. Refresh and Rejuvenate (R&R)

JetBlue may offer IFCs the opportunity to take time off via the Refresh & Rejuvenate (R&R) Program. The number of R&Rs awarded will be determined by the Company.

1. R&Rs will be awarded for no less than one (1) month increments.
2. IFCs must be on Active Status at the time that the R&R is offered or an IFC planning to return to Active Status with full medical release from a current leave by the date the R&R period begins.
3. Available R&R leaves will be granted in Occupational Seniority by Base.
4. IFCs on Reserve status are eligible.
5. Any paid codes (e.g., PTO, ATO or VPTO) on an IFC's schedule while on R&R will be paid at the appropriate rates, unless the IFC requests that these codes be removed.
6. Any pre-blocked events (e.g., training, etc.) will only be paid if the IFC attends the event(s).
7. If the IFC is scheduled for training in the month for which R&R is awarded, she/he must attend the scheduled training or reschedule.
8. IFCs requesting R&R should also submit their regular Bid preferences for the month. The Bid will not be used if the IFC is awarded an R&R period.

G. CrewFlex

1. The CrewFlex Program is available for entry twice a year:
 - a. Fall (September Bid Period, effective August 31)
 - b. Spring (March Bid Period, effective March 2)
2. CrewFlex Inflight Crewmembers must re-bid each Fall/Spring if the Inflight Crewmember wishes to remain in the program.
3. CrewFlex Bidding & Scheduling
 - a. CrewFlex monthly hour requirements shall be as follows:

- i. minimum of thirty-five (35:00) hours
 - ii. maximum of forty-five (45:00) hours
- b. Maximum CrewFlex Flying of forty-five (45:00) hours may be increased to seventy (70:00) hours through IFC FLICA self-adjustments
- c. CrewFlex Inflight Crewmembers may be allowed to go above 70:00 and earn premium pay in the following circumstances:
 - i. Crew Services may assign flying to limit operational impact
 - ii. Delays or over-flying of scheduled assignments
 - iii. The CrewFlex Inflight Crewmember is awarded an "Opt-Up" bid
 - iv. The CrewFlex Inflight Crewmember takes advantage of a "Flex-Up" bid

4. Opt Up/Flex Up bid

a. Opt-Up

During peak flying months, or as deemed operationally necessary, Inflight Leadership may allow CrewFlex Inflight Crewmembers to bid for more than the established CrewFlex monthly bid divisor maximum.

b. Flex-Up

After awards are published, Inflight Leadership may allow CrewFlex Inflight Crewmembers to pick-up above seventy hours (70:00) from the Open Time First-Come First-Serve window in FLICA. Flex-Up opportunities will be available during all Level 3 IROPs and Critical Coverage periods as outlined in the Inflight Blue Book Supplement (IBBS). Flex-Up will also be available when Inflight Leadership deems necessary and will be communicated via email.

5. CrewFlex Reserves

- a. CrewFlex Reserves will be scheduled to work 9 days in a 30-day month and 10 days in a 31-day month.
- b. Reserve CrewFlex Inflight Crewmembers may pick up from Open Time, but may not exceed thirty (30) hours and trips must not interfere or negate scheduled reserve days.

6. CrewFlex Line Value Adjustments

- a. Line values will be adjusted up or down corresponding with the credit value of each transaction.
- b. Unpaid drops, trades, and swap requests that would reduce a line value below thirty five (35:00) will not be honored by FLICA.

ARTICLE 11

EXCHANGE OF TRIPS

A. Schedule Adjustment Windows

| SCHEDULE | EVENT |
|---|---|
| 1 st of the Bidding Month | Monthly Bid Award opens |
| 7 th of the Bidding Month at 0900 | Monthly Bid Award closes |
| 9 th of the Bidding Month at 0900* | Seniority Drop Window opens |
| 10 th of the Bidding Month at 0900* | Seniority Drop Window closes |
| 11 th of the Bidding Month at 0900* | Seniority Add Window opens |
| 12 th of the Bidding Month at 0900* | Seniority Add Window closes |
| 13 th of the Bidding Month at 0900* | 48 Hour First Come, First Serve Window opens |
| 15 th of the Bidding Month at 0900* | 48 Hour First Come, First Serve Window closes |
| 15 th of the Bidding Month | Move-Up/Hybrid Lines Process begins |
| 16 th of the Bidding Month at 0900 | First Come, First Serve Window opens |
| 17 th of the Bidding Month | Move-Up/Hybrid Lines Process closes |
| 1200 Base Local Time Day Prior to Operating Day** | Next Day Reserve Assignment Process begins |
| 1800 Base Local Time Day Prior to Operating Day** | Next Day Reserve Assignment Process ends |

* Except as noted in this Article Paragraphs A.1.a, A.1.c and A.8

** Except as noted in Article 12 Paragraph B.2.d

1. At 0900 Base Local Time on the ninth (9th) day of the month, the Seniority Based Drop Window will open in FLICA.
 - a. In the event the Company cannot meet 0900 Base Local Time on the ninth (9th) day of the month, all schedule adjustment windows will be delayed twenty-four (24) hours and IFCs will be notified electronically. Timeframes will be adjusted accordingly.
 - b. The Company will notify the Union if the schedule adjustment windows are delayed beyond twenty-four (24) hours.
 - c. In the event of a delay in any of the schedule adjustment windows in this Article 11, Paragraph A.1-10, the Company shall be granted a ninety (90) minute grace period prior to the automatic twenty-four (24) hour delay being granted in this Article 11, Paragraph A.1.a.
2. Reserves are permitted to Swap their own individual Reserve Days so

long as the transaction will not cause the applicable Reserve grid to fall below Reserve Minimums.

3. A Pairing which ends prior to 0200 Base Local Time will be considered in FLICA to have ended on the day the Duty Period began and only require Reserve coverage for that Calendar Day.
4. Seniority Based Drop Window –
 - a. Shall be for in Base transactions only
 - b. Closes at 0900 Base Local Time on the tenth (10th) of the month or twenty-four (24) hours after opening.
 - c. Drop requests will not be awarded if the transaction results in the applicable Reserve grid going below Reserve Minimums.
 - i. Lineholder: Maximum of two (2) awards
 - ii. Reserve: Maximum of two (2) single Reserve days or one (1) pair of Reserve days (only one day of which can be unpaid (UTO))
 - d. Reserve day Drops will not be awarded if the transaction results in a Reserve block of fewer than two (2) consecutive days.
 - e. All requests are processed through a single pass in seniority order.
 - f. An IFC who is awarded a Reduced Credit Line/CrewFlex may reduce her/his credit hours to thirty-five (35). All other IFCs may reduce their credit hours to seventy (70).
 - g. IFCs may Drop Pairings using Paid Time Off (PTO) or Unpaid Time Off (UTO).
 - h. Requests will be approved based on the IFC's FLICA PTO balance (if requesting PTO) and Reserve coverage.
5. Seniority Based Pick-Up Window

Opens at 0900 Base Local Time on the eleventh (11th) day of the month or the day after the Drop window closes.

 - a. Shall be for in Base transactions only
 - b. Closes on the twelfth (12th) day of the month or twenty-four (24) hours after opening
 - c. A maximum of two (2) Pairings per IFC will be awarded in this Window
 - d. When including multiple Pairings in the same request each Pairing must be available for the request to be approved.
 - e. All requests are processed through a single pass in seniority order.
 - f. IFCs may not pick up Pairings above a maximum of one hundred fifty (150) monthly credit hours.
6. 48 Hour First Come, First Serve
 - a. Shall be for in Base transactions only.
 - b. Opens at 0900 Base Local Time on the thirteenth (13th) day of the month or the day after the Pick-Up Window closes.
 - c. Closes at 0900 Base Local Time on the fifteenth (15th) of the month or forty-eight hours (48:00) after this Window is opened.
 - d. IFCs may Drop Pairings using Paid Time Off (PTO) or Unpaid Time Off

- (UTO).
- e. Drop requests will not be awarded if the transaction results in the applicable Reserve grid going below Reserve Minimums or below IFC's available FLICA PTO balance (if requesting PTO).
 - f. Swaps will not be awarded if the transaction results in the applicable Reserve grid going below Reserve Minimums.
 - g. Reserve day Swaps/Drops will not be awarded if the transaction results in a Reserve block of fewer than two (2) consecutive days.
 - h. All awards are processed on a First Come, First Serve basis.
 - i. Unlimited number of awards not to exceed a maximum of one hundred fifty (150) credit hours.
 - j. An IFC who is awarded a Reduced Credit Line/CrewFlex may reduce her/his credit hours to a minimum of thirty-five (35). All other IFCs may reduce their credit hours to a minimum of seventy (70).
 - k. Once the 48 Hour First Come, First Serve Window is complete, the Company will begin the Hybrid/Move-up line process.
7. First Come, First Serve Window
- a. Shall be for in Base transactions only.
 - b. Opens at 0900 Base Local Time on the sixteenth (16th) of the month, or the day after the Hybrid/Move-Up Lines process has begun.
 - c. Remains open until the end of the last day of the Operating Month.
 - d. IFCs may Drop Pairings using Paid Time Off (PTO) or Unpaid Time Off (UTO).
 - e. Drop requests will not be awarded if the transaction results in the applicable Reserve grid going below Reserve Minimums or below an IFC's available FLICA PTO balance (if requesting PTO).
 - f. Swaps will not be awarded if the transaction results in the applicable Reserve grid going below Reserve Minimums.
 - g. Reserve day Swaps/Drops will not be awarded if the transaction results in a Reserve block of fewer than two (2) consecutive days.
 - h. All awards are processed on a First Come, First Serve basis.
 - i. Unlimited number of awards not to exceed a maximum of one hundred fifty (150) credit hours.
 - j. An IFC who is awarded a Reduced Credit Line/CrewFlex may reduce her/his credit hours to a minimum of thirty-five (35). All other IFCs may reduce their credit hours to a minimum of seventy (70).
 - k. FLICA requests for any Pairing which have been submitted prior to the start of the Reserve Assignment process must be processed prior to a Pairing being assigned to a Reserve.
 - l. The Company shall not "lock" an IFC's Pairing earlier than seventy-two (72) hours after the opening of the First Come, First Serve Window.
8. A schedule adjustment window shall not be delayed except in the event of a system failure/latency affecting CrewTrac and/or FLICA. Crew Planning will notify the affected IFCs of the reason for the delay and adjust the window closing schedule equal to the length of the

delay.

9. Premium First Come, First Serve:
 - a. Shall be for in Base transactions only.
 - b. Pairings may be designated as Premium Pairings at the discretion of Crew Services within the First Come, First Serve Window.
 - c. A Premium Pairing shall be designated as such in FLICA.
 - d. Premium Pairings will be compensated in accordance with Article 23, Paragraph KK.
 - e. Premium Pairings are only available for pick-up (Add).
 - f. An IFC may not Swap a Pairing paid at base rate for a Premium Pairing.
 - g. An IFC who picks up a Premium Pairing may not Swap, Trade, or Drop such Pairing.
 - h. All awards are processed on a First Come, First Serve basis.
 - i. Unlimited number of Adds.
10. Global First Come, First Serve
 - a. Shall be for in Base or out of Base transactions.
 - b. Window continuously remains open.
 - c. Pairings may be placed into Global First Come, First Serve at the discretion of Crew Services and must comply with the provisions in Article 7, Paragraph B.
 - i. Pairings must remain available for two (2) hours in First Come, First Serve prior to being published in Global First Come, First Serve.
 - ii. Only Pairings which Report on the same day or which become available after the Next Day Reserve Assignment process has begun are eligible to be published in Global First Come, First Serve.
 - iii. Global Pairings are available for pick-up (Add) only.
 - d. FLICA requests for any Pairing(s) which have been submitted must be processed prior to a Pairing(s) being assigned to a Reserve.
11. TradeBoard
 - a. The Company shall maintain a TradeBoard via FLICA, for the use of Trades between IFCs.
 - b. Shall be for in Base transactions only.
 - c. An IFC who is awarded a Reduced Credit Line/CrewFlex may reduce her/his line value to thirty-five (35) credit hours utilizing the TradeBoard. All other IFCs may reduce their Line value to sixty (60) credit hours.
 - d. An IFC who reduces her/his line value below her/his applicable guarantee will be paid the greater of her/his adjusted schedule

or actual credit hours.

B. Hybrid Lines and Move-Up Lines

1. Within twenty-four (24:00) hours of the close of the 48 Hour First Come, First Serve Window, Crew Planning may construct Hybrid/Move-Up Lines from all Known Open Time. After Move-Up Lines have been constructed, the remaining Open Time may be used to construct Hybrid Lines in seniority order, except that a Hybrid Line may be awarded to a senior IFC when remaining Move-Up Lines require a Qualification that the senior IFC does not hold.
2. Only IFCs who bid for a line during the original award, but were awarded a Reserve line are eligible for a Hybrid/Move-Up Line. An IFC who only bids a Reserve line will not be eligible for a Hybrid/Move-Up Line.
3. When a Reserve is awarded a Hybrid/Move-Up Line, Crew Planning shall replace her/his current monthly Reserve schedule with the Hybrid/Move-Up Line.
4. Once all possible Hybrid/Move-Up Lines have been constructed, Crew Planning will email the IFC(s) being offered a Hybrid/Move-Up Line.
5. IFCs will have twenty-four (24) hours from email notification to decide if they intend to keep the Hybrid/Move-up Line. If they do not intend to keep the Hybrid/Move-Up Line, they must contact Crew Planning via email.
6. Move-Up Lines
 - a. Move-Up Lines shall consist solely of Pairings and shall comply with the provisions of Article 7 and Article 9.
 - b. The credit value of each Line shall be no less than seventy (70:00) hours and no more than the maximum credit value of the published Target Credit Window for the applicable Base.
 - c. Once awarded a Move-Up Line, the IFC is considered a Lineholder for the Operating Month.
7. Hybrid Lines
 - a. Hybrid Lines shall consist of Pairings and blocks of Reserve Days and shall comply with the provisions of Article 7, Article 9 and Article 12, except as specified below.
 - b. The credit of the line awarded will be no less than the Lineholder minimum pay guarantee.
 - c. No more than nine (9) Reserve days will be assigned.
 - d. All Pairings may be Swapped with Open Time or Traded with other IFCs providing all provisions of this Article and FARs are met.

- e. A Hybrid Lineholder can adjust her/his schedule within this Article 11, Paragraphs A.7., A.9., A.10., A.11.
 - f. Assigned Pairings may be Dropped using PTO/UTO providing all provisions of this Article are met.
 - g. The Hybrid Lineholder's PTO bank will be debited 4:12 to Drop Reserve days.
 - h. The Hybrid Lineholder's minimum pay guarantee is decreased by 4:12 if UTO is used for Reserve days.
 - i. Hybrid Lines will be scheduled with at least ten (10) days off.
 - j. IFCs holding a Hybrid/Move-Up Line may Add, Swap, Drop, or Trade Pairings on her/his day(s) off.
 - k. Additional Pairings must not interfere with assigned Pairings or Reserve Days.
 - l. Additional Pairings picked up on day(s) off will be paid the actual credit value of the Pairing.
8. Any unawarded or rejected Pairings will immediately be placed back in Open Time.

C. Open Time

1. All Pairings shall be published in FLICA as Open Time as soon as they are constructed or become open with the exception of dedicated/VIP charters.
2. The Company shall build all Open Segment(s) into Pairings manually or using Crew Solver as soon as practicable. Open Segments will be covered either by being built into Pairings or being assigned to any of the following:
 - a. Downline IFCs in accordance with Article 8
 - b. JRA
 - c. VJA
 - d. IFCs out of position (OOP)
3. A Pairing in Open Time shall remain available in FLICA, until:
 - a. An IFC picks up the Pairing; or
 - b. The beginning of the Next Day Reserve Assignment process for that Pairing.
 - c. A Pairing placed in First Come, First Serve after the Next Day Reserve Assignment process begins that is scheduled to Report that day or the next day shall remain available for pick up for a minimum of two (2) hours prior to being assigned

- pursuant to Article 12, Paragraph B.3.i., however, the Company may assign a Pairing that reports within the respective Base call out time plus one (1) hour (e.g. LAX = 3:45), in accordance with Article 12, Paragraph B.3.i.
- d. During a Level 2 or higher Irregular Operations, in accordance with this Article 11, Paragraph A.10, the Company will then place unassigned Pairings into Global Open Time for pickup for a minimum of two (2) hours prior to being assigned pursuant to Article 12, Paragraph B.3.i., however, the Company may assign a Pairing that reports within the respective Base call out time plus one (1) hour (e.g. LAX = 3:45), in accordance with Article 12, Paragraph B.3.i.
4. The Company shall process FLICA requests prior to assigning a Pairing pursuant to Article 12, Paragraph B.3.i.
 5. FLICA Swap requests where either Pairing Reports the same day or next day
 - a. Swaps shall be authorized provided the Report time for the new Pairing is no later than the Report time of the original Pairing.
 - b. Swaps shall not be authorized within two (2:00) hours prior to the Pairing with the earliest Report time.
 6. An IFC may combine two (2) Pairings on the same day back-to-back providing they meet the following criteria:
 - a. Time between the Release of the first Pairing and the Report of the second Pairing must be no less than one hour thirty minutes (1:30) and no greater than seven hours fifty-nine minutes (7:59).
 - b. Total Duty Period must not exceed fourteen (14) hours.
 - c. Must not cause a "24 in 7" violation.
 - d. Must be submitted in FLICA at least two (2) hours prior to the Report of the second Pairing provided the Pairing has not been assigned.
 7. An IFC may Drop or Swap Pairings that transition from one Bid Period to the next Bid Period via FLICA, subject to the Reserve Minimum calculation in Article 12, Paragraph B.7.c.
 8. If an IFC uses PTO for a Drop or Trade, the IFC will only be debited PTO for the portion of the Pairing in the active Bid Period, provided the following Bid Period is not published.
 9. Reserve Balancing shall be used in the processing of FLICA Swap requests, except on Critical Coverage Periods.

D. Trades

1. Trades of entire Pairings between IFCs must be submitted no later than two (2) hours before the earliest scheduled Report time of a Pairing in the transaction. IFCs may elect to retain traded credit hours by drawing time from their PTO bank.
2. Trades between Lineholders and Reserves are prohibited.
3. Jetway Trades

Two (2) IFCs may request a Jetway Trade where one (1) IFC agrees to let another Qualified IFC operate the first or last Flight Segment of a Pairing by calling the Crew Recovery Coordinator directly. A Jetway Trade will be processed provided all of the following conditions are met:

 - a. System Operations has not declared a Level 2, or higher Irregular Operations.
 - b. The transaction is completed with at least forty-five (45) minutes prior to estimated departure time of the Flight Segment. Sufficient time shall include time to complete the following items:
 - i. Make the necessary modifications in CrewTrac to verify compliance with the FAM and the requirements of this Agreement.
 - ii. Notify Dispatch of the change.
 - iii. The transaction will not cause a delay of the outbound Flight Segment.
 - iv. Crew Services will need concurrence between both IFCs prior to the approval of the Jetway Trade.
 - c. The IFC who is dropping a Flight Segment will have the scheduled credit for that Flight Segment deducted from her/his Pairing credit. An IFC may use her/his PTO to help offset the loss of flight time deduction.
 - d. The IFC who is picking up a Flight Segment will receive only the scheduled or actual credit value (whichever is greater) for the Flight Segment that they operate. The IFC who is dropping the Flight Segment will only lose the scheduled credit value of the Flight Segment dropped.
 - e. Any special pay (e.g. F1, LOD, Night Override, Per Diem, etc.) will be paid to the IFC who operates the Flight Segment.
 - f. Jetway Trades after a leg which touches the Redeye Period are prohibited without intervening legal Rest.
 - g. Reserves on a day off prior to a block of Reserve days may participate in a Jetway Trade provided the Trade does not impact

the Reserve's Reserve availability obligations or create a legality issue. Credit time accumulated from Jetway Trades credits only towards a Reserve's monthly total credit and is not paid above guarantee unless the Reserve actually breaks guarantee.

- h. A Reserve on her/his last day of Reserve may give up her/his last Flight Segment of a Pairing, unless Crew Services has a specific Assignment for the Reserve at the time the request is made.
 - i. The transaction allows the IFC to be legal for her/his Pairing or Reserve Assignment.
 - j. Applicable overrides will be credited to the IFC operating the Flight Segment associated with the override.
 - k. This transaction shall not create additional RIG credit for either IFC.
 - l. Splits on a Pairing that requires a Qualification will be approved if there are no requirements for Qualifications remaining on the split Segments.
4. Front End/Tail End Split

Two (2) Lineholders may agree to split a portion of a Pairing at a Blue City provided all of the following are complied with:

- a. The transaction is coordinated with Crew Services at least six (6) hours prior to the Report time of the split Duty Period. Any request received within six (6) hours of the split Duty Period Report time will be granted at the Company's discretion. Requests must be submitted via FLICA. Requests submitted more than two (2) Calendar Days in advance will be approved or denied by Crew Services within twenty-four (24) hours. Requests submitted within two (2) Calendar Days will be processed no less than three (3) hours prior to Report time. The above request will serve as concurrence between both IFCs of the Front End/Tail End Split. Once the Front End/Tail End Split is approved, it may not be reversed.
- b. The portion of the Pairing being split includes either the first or last Segment of the Pairing.
- c. The provisions of Same Calendar Day Transactions must be complied with.
- d. If the IFC who picked up the Front End/Tail End Split is not present, she/he will be held accountable for the split and the appropriate dependability code will apply.
- e. The transaction allows the IFC to be legal for her/his next Assignment(s).
- f. The IFC who is picking up Segment(s) will receive only the scheduled or actual credit value (whichever is greater) for

the Segment(s) that she/he operates.

- g. Front End/Tail End Splits after a Segment which touches the Redeye Period are prohibited without intervening legal Rest.
- h. The credit for the Pairing is only reduced by the value of the Segment(s) removed. The IFC dropping Segment(s) may use her/his PTO time to help offset the loss of credit.
- i. Any special pay (e.g. F1, LOD, Night Override, Per Diem, etc.) associated with the dropped Segment(s) will be paid to the IFC who operates the Segment(s).
- j. Applicable overrides will be credited to the IFC operating the Flight Segment associated with the override.
- k. This transaction shall not create additional RIG credit for either IFC.
- l. The portions Swapped will be locked on the IFC's schedule and cannot be Dropped, Swapped or incur additional RIG.
- m. If a previously approved Front End/Tail End Split is removed, the original IFC has no obligation to operate the original split Segment(s).
- n. If the split results in the cancellation of the Layover hotel, IFCs may request to keep the hotel by sending an email to InflightDutyLeads@jetblue.com or other electronic means no less than twenty-four (24) hours prior to scheduled start of the Layover. If the split occurs on a Layover, only one (1) hotel accommodation will be booked. Transportation to hotel will not be provided outside of the originally scheduled crew transportation.
- o. Splits on a Pairing that requires a Qualification will be approved if there are no requirements for Qualifications remaining on the split Segments.

5. Position Trades

IFCs can mutually agree to Trade positions within the same Qualification on the same Pairing by calling Crew Services provided:

- a. System Operations has not declared a Level 2 or higher Irregular Operation.
- b. There is at least thirty (30) minutes before the departure of the Segment to allow Crew Services to:
 - i. Make the necessary modifications in CrewTrac.
 - ii. Inform Dispatch of the change.
 - iii. Avoid a delay of the outbound Segment.
 - iv. Both IFCs will be required to verbally confirm approval of the position Trade with Crew Services.

- c. IFCs may Trade positions within the same Qualification on the same Pairing if submitted in FLICA at least one (1) hour prior to Report.
- 6. Vacation Trades and Swaps
 - a. Vacations may be Traded or Swapped an unlimited number of times provided that the Trade or Swap must be approved by the first day of the Planning Month and be in accordance with Article 24 paragraphs B.4.k. and B.10.
 - b. No vacation awards may be Traded between Bases.
- 7. IFCs on Reserve can Trade equal sets of Reserve days between one another provided the Trade does not result in less than two (2) consecutive Reserve availability days.

ARTICLE 12

RESERVE

A. Calculation of Reserve Minimums

1. Monthly Requirement

When calculating the monthly Reserve requirements, the Company will use the following criteria: historical unplanned absences, holidays, Base staffing, change in Base size, training requirements, vacation planning, and temporary localized operational disruptions.

2. Daily Requirement

The one-day, two-day, three-day and four-day daily Reserve Minimums will be set based on historical unplanned absences, holidays, number of departures, and Pairing set.

3. Upon request, the ISC shall be provided with the methodology and calculations utilized in determining the Reserve Minimums.

B. Reserve

1. Reserve Line Construction

IFCs will utilize PBS for the bidding and awarding of monthly Reserve schedules.

a. Reserve block patterns

- i. Except at the end of the month, blocks of Reserve days shall be a minimum of three (3) days on and a maximum of six (6) days on.

1) An IFC may waive the maximum of six (6) days on restriction during the PBS bidding process.

2) An IFC may select a value to be used as the maximum days on limit between seven (7) and twelve (12) during the PBS bidding process.

- ii. During the PBS award process, a minimum of two (2) consecutive days off shall be awarded between Reserve blocks.

1) An IFC may waive the minimum of two (2) consecutive days off restriction down to one (1) during the PBS bidding process.

2. Reserve Assignment Process

- a. The Next Day Reserve Assignment process shall begin daily at 1200 Base Local Time on the day prior to any Reserve day and shall be published no later than 1800 Base Local Time.
- b. Any FLICA requests submitted prior to the 1200 Base Local Time cutoff will be processed before the Next Day Reserve Assignment process begins. Once the Next Day Reserve Assignment process begins for a Reserve block, the IFC may not reduce the current Reserve block. Assignments will be made based on the known Reserve blocks at the start of the Next Day Reserve Assignment process.
- c. Reserves are required to review their next day scheduled Assignment after 1800 Base Local Time.
- d. In the event Reserve Assignments are delayed past 1800 Base Local Time, Reserve Assignments will not be considered final until Crew Services communicates electronically that the Assignments are complete.
- e. The Next Day Reserve Assignment process shall be used to assign:
 - i. Pairings in Open Time
 - ii. Airport Standby Assignments
 - iii. Reserve Periods
- f. As part of the Next Day Reserve Assignment process, an IFC may preference for the following:
 - i. AM Reserve Assignment Period (RAP) starting between 0200 to 0700
 - ii. PM Reserve Assignment Period (RAP) starting between 1300 to 1800
 - iii. Airport Standby
 - iv. Pairings in Open Time
- g. Preferences for Pairings/Airport Standby/Reserve Periods falling within the IFC's consecutive available Reserve days will be awarded in seniority order with the following stipulations:
 - i. All legalities and Qualifications must be met.
 - ii. Pairing/Airport Standby requested must not result in the IFC's credit exceeding eighty-five (85) hours of Company-assigned Reserve credit (excluding RSA).
 - iii. Pairing length is not required to match the total available Reserve days, provided that other Reserves are available and legal to cover other Pairings matching the Reserve's current days of

availability and the Reserve's remaining available days follow a two (2) day minimum Reserve block requirement.

- iv. All open Pairings will be assigned before Airport Standby preferences are processed.
 - v. An IFC must have at least three (3) days of availability to be awarded an Airport Standby preference.
 - vi. An awarded Airport Standby preference will not count toward the maximum assignable Airport Standby restrictions as provided for in this Article, Paragraph B.4.d.
 - vii. If all above criteria are met, the Preference Bids will be awarded in seniority order.
- h. Pairings may be split by Crew Services when Reserve availability does not match the Pairing length.
 - i. A Pairing that becomes available after 1200 Base Local Time shall not be assigned via the Next Day Reserve Assignment process and shall remain in Open Time.
 - j. Once completed, Next Day Reserve Assignments shall be made available electronically to all IFCs.
3. Reserve Assignments
- a. The Reserve Availability Period (RAP) shall not be greater than twelve (12) hours.
 - b. A Reserve who has started her/his RAP may not be assigned to rest and placed on a later RAP for the same day without IFC concurrence.
 - c. If originally on any RAP, beginning earlier than 1300 Base Local Time, Redeye Segments will not be assigned.
 - d. Crew Services may change an IFC's Assignment after 1800 Base Local Time on the day prior to the Assignment.
 - i. Should Crew Services need to change an IFC's Assignment, they are required to make Positive Contact with the IFC.
 - ii. IFC concurrence is only required for a change to an earlier Assignment if the IFC is not on Duty or her/his RAP has ended for that day when the change is made.
 - e. A Reserve assigned a Pairing for her/his current RAP shall

remain on call. A Reserve assigned a Redeye turn shall not remain on call for her/his current RAP.

- f. A Reserve who has been assigned a Pairing for the following Reserve day shall not have a RAP on the day the Pairing Reports.
- g. Upon completion of a Pairing, a Reserve shall not be assigned Airport Standby, unless in a declared Level 2 or higher IROP. In no event shall a Reserve be assigned Airport Standby if she/he has been on Duty for eight (8) or more hours.
- h. Next Day Reserve Assignment Process
 - i. A Pairing shall be assigned to a qualified Reserve with available Reserve days that equal the Pairing length. If more than one Reserve has available Reserve days that equal the Pairing length, then the Pairing shall be assigned to the Reserve based on First In/First Out (FIFO). If more than one Reserve has the same FIFO, then the Reserve with the fewest Reserve credit hours (excluding RSA) will be assigned the Pairing. If hours are equal, the Pairing will be assigned in seniority order.
 - ii. If there are no qualified Reserves available with an equal number of Reserve days as the Pairing, the Reserve with the greatest block of available Reserve days shall be used. If more than one Reserve has the same block of available Reserve days, then the Pairing shall be assigned to the Reserve based on First In/First Out (FIFO). If more than one Reserve has the same FIFO, then the Reserve with the fewest Reserve credit hours (excluding RSA) will be assigned the Pairing. If hours are equal, the Pairing will be assigned in seniority order.
- i. Day of Reserve Assignment Process
 - i. A Pairing shall be assigned to a qualified Reserve with available Reserve days that equal the Pairing length. If more than one Reserve has available Reserve days that equal the Pairing length, then the Pairing shall be assigned to the Reserve based on First On/First Out (FOFO). If more than one Reserve has the same FOFO, then the Reserve with the fewest Reserve credit hours (excluding RSA) will be assigned the Pairing. If hours are equal, the Pairing will be assigned in

- seniority order.
- ii. If there are no qualified Reserves available with an equal number of Reserve days as the Pairing, the Reserve with the greatest block of available Reserve days shall be used. If more than one Reserve has the same block of available Reserve days, then the Pairing shall be assigned to the Reserve based on First On/First Out (FOFO). If more than one Reserve has the same FOFO, then the Reserve with the fewest Reserve credit hours (excluding RSA) will be assigned the Pairing. If hours are equal, the Pairing will be assigned in seniority order.
- j. Order of Assignment
- i. Reserves shall be assigned in the following order:
 - 1) Lineholder (RSL) needing make-up flying (within OSP Footprint except as provided for in Article 8, Article 16, and Article 17).
 - 2) Reserves, Airport Standby Reserves, and IFCs on Reserve System Augmentation (RSA) will be assigned based on factors such as time to Report, length of Pairing, start time of Reserve, etc.
 - 3) IFCs volunteering to be Junior Assigned (VJA) at Base or another Blue City
 - 4) In the event that all above options are projected to be exhausted, the Company can also use Junior Assignment (JRA), Non-operational qualified IFCs and/or Inflight Leadership.
 - k. When determining legality, the Company shall use the delays published in CrewTrac at the time of the Assignment.
 - l. Reserves may be assigned out of order to avoid Assignments that would be scheduled or projected to Release after 2159 Base Local Time on the Reserve's sixth (6th) consecutive Calendar Day.
 - m. A Reserve who has been assigned a Pairing within her/his applicable RAP and is removed from the Pairing or portion of the Pairing shall be placed back on Reserve for the remainder of the originally scheduled RAP.
 - n. A Reserve who is within her/his callout period and is removed from the Pairing more than fifteen (15) minutes after the original call, but before Report time, shall be compensated according to Article 23, Paragraph AA.

- o. A Reserve who is called out from home Reserve for an Assignment and the Assignment is subsequently called off at or after Report time, the IFC shall be compensated according to Article 23, Paragraph BB.
 - p. An IFC with greater than six (6) consecutive days of Reserve shall be considered a four (4) or more day Reserve.
 - q. A Reserve who has reported for a Pairing at the scheduled Report time will be pay protected according to Article 23 Paragraph CC and may be assigned ASB at the originally scheduled Report time.
4. Airport Standby
- a. Lineholders shall not be assigned/reassigned Airport Standby without IFC concurrence.
 - b. Airport Standby is a specified Reserve Duty Period at the IFC's assigned Base or Co-Base airport.
 - c. While on Airport Standby, an IFC may be assigned a Pairing or to assist in the boarding/deplaning process.
 - d. Crew Services shall not schedule more than two (2) ASB periods in a row and shall not schedule more than six (6) ASB periods in a Bid Period. The IFC has the option to waive these limitations.
 - e. Airport Standby will be assigned to IFCs with three (3) or more days available and will be assigned to the IFC with the lowest to highest total accrued Reserve credit hours (excluding RSA).
 - f. While on Airport Standby, IFCs must be immediately contactable at her/his primary phone number. If the IFC does not answer the initial contact attempt, she/he will have fifteen (15) minutes to return the call from Crew Services or self-notify via JETCRW or CrewTrac Web of her/his Assignment.
 - g. A Duty Period for Airport Standby will begin at the designated Report time and will not be originally scheduled to exceed six (6) hours. Reserves assigned to ASB will not be assigned a Pairing which departs more than one (1) hour beyond the end of the six (6) hour Airport Standby limit without her/his concurrence.
 - i. If assigned to a Pairing while on Airport Standby, the Duty time starts at original Airport Standby Report time.
 - ii. An Airport Standby added at the end of a Pairing will not be scheduled to exceed more than twelve (12) hours of Duty, unless assigned another Pairing not scheduled to exceed fourteen (14) total hours.
 - iii. A home Reserve may only be converted to ASB within the first seven (7) hours of the beginning of her/his RAP.
 - iv. At the end of an Airport Standby Assignment where no Pairing is assigned, the ASB will be released for contractual Rest.

5. Notification of Assignment

- a. The Company shall notify a Reserve of a Pairing Assignment via JETCRW at the time the Pairing is placed on the IFC's schedule. For Pairing Assignments made after the Next Day Reserve Assignment has been published, if an IFC has not acknowledged the Assignment at the applicable Reserve callout time, the Company shall establish Positive Contact.
- b. A Reserve has fifteen (15) minutes from the initial Positive Contact attempt to initiate a responding call to Crew Services.
- c. The call-out period for a Reserve shall be no less than two hours (2:00) from the initial Positive Contact attempt, with the exception of LAX, JFK and EWR which shall be no less than two hours and forty-five minutes (2:45). Co-Base exceptions:
 - i. LGA: No less than two hours and forty-five minutes (2:45)
 - ii. PBI: No less than three hours (3:00)
 - iii. All new Co-Bases: No less than two hours (2:00) plus the LIMO travel time as established in Article 7.
- d. The Company shall not require an IFC to Report with less than the normal call-out period without the IFC's concurrence. At the Company's request, an IFC may agree to attempt to Report with less than the normal call-out period, in which case the Company will reimburse the IFC for short term parking or a taxi service.

6. General

- a. A Reserve shall not be assigned a Pairing with a scheduled Release time after 0159 Base Local Time into the IFC's day off.
- b. Upon completion of an assignment, Reserves are required to check their voicemails and JETCRW for additional Assignments or Reassignments for that day.
 - i. Reserves are required to acknowledge additional Assignments/Reassignments by Crew Services within thirty (30) minutes of their Release time or end of their ASB Duty Period.
 - ii. A Reserve is not required to contact Crew Services after completion of any Duty Period, unless Crew Services has added an additional Assignment or Reassignment prior to Release.
- c. Auto-Release –
 - i. A Reserve on her/his last day of a Reserve block, without an assigned Pairing, shall be auto-released six (6) hours after Reserve period start or 1800 Base Local Time unless in an Operational Advisory or higher. Exception: Auto-Release does not apply to IFCs on an RSA.
 - ii. IFCs who arrive back in Base from a Redeye Segment on her/his last day of a Reserve block (Release after 0459) will

- be Released from Duty.
- d. Nothing shall preclude Crew Services from providing early Release on any day of a Reserve Block based on operational needs and staffing.
 - e. A Reserve is prohibited from Swapping Pairings assigned on Reserve and/or Reserve days with a Lineholder.
 - f. Day off Encroachment
A Reserve on a Pairing that ends after 0359 Base Local Time on a day off due to a delay may elect to receive either:
 - i. Four hours and twelve minutes (4:12) of pay above guarantee; or
 - ii. A mutually agreed upon additional day off in the same Bid Period or the following Bid Period if published. A restored day off shall comply with the minimum two (2) day work block and be adjacent to a scheduled day off.
 - iii. If the encroached day off is a PTO/VPTO day, PTO/VPTO credit will be restored to the IFC's PTO/VPTO bank.
 - iv. The request must be made within forty-eight (48) hours of the encroachment on a forum provided by the Company.
 - g. A Reserve may pick-up an RSA on a day off.
 - h. A Reserve shall not be assigned a Pairing with a scheduled Release time after 1659 Base Local Time on the day prior to a vacation day.
 - i. When a Lineholder becomes a Reserve in the following Bid Period, a carryover Pairing will be completed. A Pairing that carries into the new Bid Period will count towards required Reserve days. If an IFC Swaps or Drops a carryover Pairing that results in a reduced monthly Reserve obligation in the next Bid Period, the IFC will have her/his Reserve guarantee reduced by the value of the Reserve Day(s) for each day removed. To receive the Reserve guarantee in the next Bid Period, the IFC must contact Crew Planning before the beginning of the month and pick up additional Reserve days adjacent to other Reserve days to meet her/his Reserve obligation.
 - j. With IFC concurrence, the Company may assign a Reserve to fly into a day off and the IFC will be compensated in accordance with Article 23 Paragraph V.

7. Required Levels of Reserve Coverage for FLICA Awards

- a. Drop and Swap requests are authorized provided the Reserve grids are above their respective Reserve Minimums.

- b. Reserve Minimums will be established for the first four (4) days of the following Bid Period.
- c. For the first four (4) days of the Bid Period following the Operating Month, FLICA will be set to permit open Duty Period transactions equal to fifty percent (50%) of the Reserve Minimums for those days. This is to allow FLICA requests to be awarded prior to the Reserve grid actually being populated.
- d. Once the next Bid Period's award is complete, normal Reserve Minimums will apply.
- e. The first four (4) days of the following Bid Period shall be viewable via the FLICA Reserve grid.

8. Reserve System Augmentation (RSA)

The Company may offer voluntary RSA. RSA periods will be ten (10) hours in length. RSA shall be available to all IFCs. RSA periods will be announced electronically and awarded on a first come-first serve basis. An IFC on RSA is considered a Reserve and will comply with Reserve requirements.

To be eligible for RSA:

- a. The RSA must not create any contractual or FAR illegalities in the IFC's existing schedule.
- b. An IFC may pick up an RSA out of Base and must be able to meet the callout requirement. An IFC who picks up an out of Base RSA will not be eligible for Deadhead pay to/from Base.
- c. Any hotel cost to sit RSA is incurred at the IFC's expense.

9. Reserve Pickups on Days Off

- a. Reserves can participate in the TradeBoard and Swap or Add Pairings from the First Come, First Serve Window on days off; however, doing so may not conflict with any scheduled Reserve day or other Duty.
- b. Reserves who pick up Pairings from the First Come, First Serve Window and/or the TradeBoard on scheduled days off may only Trade or Swap those Pairings for other Pairings. The Pairing Swapped or Traded must be of equal or greater credit.
- c. Pairings picked up from the TradeBoard cannot be Swapped with First Come, First Serve Window Pairings.
- d. Any combination of Pairings picked up from the TradeBoard and First Come, First Serve cannot be Swapped with First Come, First Serve Pairings.
- e. Pairings picked up on days off cannot be Dropped using PTO/UTO.

- f. Reserves cannot pick up Pairings that carry-over into the next Bid Period until schedules have been awarded for the next Bid Period.
- g. If a Pairing that is picked up on days off should be removed due to legalities, pay-protection will not apply and the IFC will not be required to sit RSL.
- h. Pairings picked up from First Come, First Serve on days off will be credited above guarantee up to twenty (20:00) hours. Any credit above the twenty (20:00) hour limit will apply toward guarantee until guarantee has been met. If guarantee has been met, Pairings picked up on days off will be credited above guarantee.
- i. Pairings picked up on days off from the TradeBoard will not be credited above guarantee. If guarantee has been met, Pairings picked up on days off will be credited above guarantee.
- j. Pairings picked up on days off from the First Come, First Serve Window and then Traded with TradeBoard Pairings will not be credited above guarantee unless the IFC is already above guarantee.
- k. Hybrid/Move-Up Lines and Onboard Leads are not eligible for credit above guarantee.
- l. Reserves can view their total accrued credit toward guarantee under the label TACLAG in FLICA.

ARTICLE 13

BASES

A. **SYSTEM BIDS**

1. The Company will notify the Union in writing at least ninety (90) days prior to the opening of a new IFC Base.
2. All IFCs, regardless of seniority, must maintain System Bids via electronic means, for all Base listings on the "JetBlue System Bid" (hereinafter known as the System Bid). Newly hired IFCs will submit a System Bid prior to completion of Initial training.
3. An IFC may revise her/his System Bid at any time. Every change to the System Bid will have the date/time automatically recorded.
4. Each System Bid will have provisions so that an IFC may bid on a contingency basis based on percentage position from the top of the seniority list for a specific Base.
5. The System Bid will occur on a monthly basis two (2) months prior to the Operating Month and will be open for seven (7) days. If the original posted vacancy bid is changed, a new bid will be posted immediately. The email announcement will include the date that the System Bid is effective, the total number of active IFCs by Base at time of bid opening with target IFC count for Base award month, the number of vacancies, the estimated number of Lineholders, date of closing and any other relevant information.
 - a. All voluntary transfers will be awarded in seniority order from the System Bid choices on file at the time of the closing.
 - b. All secondary vacancies created will be filled in seniority order from vacancy bids on file at the time of the System Bid closing. A secondary vacancy exists only when the number of IFCs in a Base falls below the number required in that Base.
 - c. Any remaining vacancies may be filled in reverse order of seniority from the existing Bases that remain overstaffed after the secondary vacancies created by the System Bid are awarded, unless otherwise agreed to by the parties.
 - d. If an IFC(s) is forced out of her/his current Base, that IFC(s) will be given return priority in order of seniority of those forced out of that specific Base(s) only if the vacancy awarded will not cause

displacement(s) elsewhere in the system.

- i. An IFC shall retain her/his right of priority to return to the Base she/he was displaced from indefinitely so long as that Base remains at the top of her/his bids in her/his electronic System Bid. Once an IFC puts another Base as her/his first (1st) preference in the System Bid, she/he forfeits the right of priority.
 - ii. Right of priority to return to a Base will be granted even if an IFC is Base locked as described in this Article 13, Paragraph A.9.
6. IFCs may enter their Base preferences during the System Bid via FLICA. Crew Services will notify IFCs of the bid opening via email.

Base transfers are awarded based on the number of vacancies at each Base, and in seniority order. Awards are posted via email to all IFCs and will be posted via electronic means by Crew Services.

- a. An IFC on an approved LOA will be permitted to participate in the System Bid, as long as they obtain a return to work release date that is prior to the first day of the Bid Period.
 - b. IFCs are required to complete any carryover Pairings or may Drop them via FLICA in accordance with Article 11.
7. The results of each Base vacancy bid will be posted via email, with a copy to the Union, within forty-eight (48) hours of the closing of the vacancy bid. IFCs will have seventy-two (72) hours after the award is posted to protest the new Base vacancy bid award.
8. All new vacancies put up for bid as well as all secondary vacancies left open by successful bidders will be available to all IFCs in the system. No IFC will be involuntarily displaced from a Base, except as provided herein. In the event that a reduction in IFCs occurs in a Base, this reduction will be posted as a System Bid at least thirty (30) days prior to the reduction, except in the case of a furlough (wherein the provisions of Article 19 will apply) and the System Bids on file at the time of closing will govern. If an insufficient number of IFCs has bid to leave the Base, any IFCs displaced will be done in reverse seniority order.
9. IFCs awarded a Base transfer will have a commitment of three (3) months before being eligible to bid out of the Base (Base lock). The three (3) month Base lock does not apply to initial Base assignments or involuntary

displacements.

B. Co-Bases

1. Fort Lauderdale:
Base: FLL
Co-Base: PBI
2. New York City:
Base: JFK
Co-Base: LGA
3. The Company may establish Co-Bases within a forty (40) mile radius of the Base. (Exception: EWR and HPN will not be a Co-Base of JFK or LGA)

ARTICLE 14

MOVING EXPENSES

A. Moves at IFC Expense

An IFC transferring Bases and moving for reasons other than those listed in this Article Paragraph B, shall be entitled to the following, provided the move meets the requirements outlined in this Article Paragraph C.1:

Upon request, the Company shall grant up to three (3) consecutive Calendar Days off for the purpose of making the move. The days will count toward the minimum days off for the Bid Period. Requests for these days, along with supporting documentation, must be sent via email to the IFC's Inflight Supervisor and Crew Planning for approval by 1700 Base Local Time on the twenty-fifth (25th) of the Planning Month.

B. Company Paid Move Eligibility

An IFC transferring to a Base under the following conditions is eligible for a Company paid move as outlined in this Article 14, provided her/his move meets the qualifications listed in Paragraph C if:

1. She/he is awarded a position in a new Base within six (6) months of its opening (a Base is considered open on the first day that an IFC Reports for a Pairing there).
2. She/he is displaced (including voluntary displacement) out of her/his current Base;
3. She/he is recalled to a Base other than the one from which she/he was furloughed.

C. Paid Move Qualifications

1. In order to be eligible for moving expenses under this Article 14, the IFC must move her/his permanent residence and provide written documentation of such move:
 - a. a distance of fifty (50) miles or more and
 - b. end up both within a one hundred and fifty (150) mile radius of and closer to her/his awarded Base; and
 - c. the move must be completed within twelve (12) months of the bid effective date; and
 - d. the original permanent residence on record cannot be located within fifty (50) miles of the new Base.
2. For moves to a Co-Base area, the one hundred and fifty (150) mile radius is drawn around the primary airport.

D. Moving Days

1. Travel time will be allowed at the rate of one Calendar Day for each three hundred and fifty (350) miles or fraction thereof, based on the shortest Google Maps mileage between old and new Base, plus one (1) additional day on either end of the move. IFCs will be provided with a minimum of three (3) mutually agreed upon consecutive or nonconsecutive Calendar Days free from Duty, with pay, for the purposes of moving.
2. If the IFC does not elect to move immediately, she/he may elect to take her/his uninterrupted days off at any time within twelve (12) months of her/his bid effective date. The specific dates will be mutually agreed upon by the IFC and Crew Services. The dates requested by the IFC shall not be unreasonably denied.
3. Of the uninterrupted days, two (2) moving days shall not count towards the minimum days off in the Bid Period. In situations where the uninterrupted days off touch two (2) Bid Periods, the IFC shall designate the Bid Period for each of the two (2) additional days off.

E. Pay Guarantee

1. In a Bid Period in which she/he takes uninterrupted days off, the IFC shall be paid five (5) hours per day regardless of whether the time is preblocked or not.
2. An IFC's pre-blocked uninterrupted days off will only be changed by mutual agreement between the Company and the IFC. Changes in uninterrupted days off initiated by the Company and not at the request of the IFC, which cause Pairing removals, shall be pay protected.

F. Allowances for Moves at Company's Expense

1. The Company shall arrange for transportation of household goods up to a maximum of fourteen thousand (14,000) pounds from the IFC's permanent residence on record to her/his new residence. Such transportation shall include up to thirty (30) days of storage of household goods, if necessary. For voluntary moves to a new Base only, the cost to the Company for the transportation of household goods is capped at five thousand six hundred dollars (\$5,600). In this circumstance only, the IFC shall have the right to select an alternative moving Company. Receipts must be provided.
2. The IFC may utilize one-time positive space travel over the lines of the Company for the IFC and eligible family members as defined in Company policy in connection with the move. T-Class seats must be available at the time of booking.
3. If an IFC elects to move her/his household goods herself/himself in lieu of

this Article Paragraph F.1., the Company shall provide the IFC with a three thousand dollar (\$3,000) lump sum for the move no later than the first day of her/his scheduled move days, or her/his bid effective date if she/he has waived her/his move days.

4. The Company shall cover the cost of shipping one (1) car.

5. The Company shall provide and/or reimburse with receipts the following enroute expenses:

a. Gas/mileage reimbursed at IRS standard rate based on the most direct Google Maps route for two (2) cars unless the IFC elects to ship one car pursuant to this Article Paragraph F.4., in which case only the gas/mileage for one (1) car will be reimbursed;

b. Per diem of fifty-nine dollars (\$59) per day each for IFC, spouse or significant other, and children over fourteen (14) (twenty-nine dollars and fifty cents (\$29.50) per day for children under fourteen (14)); and

c. Enroute hotels reimbursed to a maximum of one hundred dollars (\$100) per night per family.

G. Eligible For Paid Move/Not Moving

IFCs utilizing the provisions of this paragraph forfeit the Company paid move provision. This paragraph applies only to IFCs living within one hundred and fifty (150) miles of the Base they are being displaced from. IFCs may not elect this option if the eligibility for a Company paid move is incurred under the new Base provision of this Article Paragraph B.1.

1. Upon request, an IFC shall have two (2) uninterrupted days immediately before, during, or after the transfer date or the training footprint; or

2. An IFC may elect to take her/his uninterrupted days off at any time mutually agreeable to the IFC and Crew Services within sixty (60) days of her/his bid effective date or training footprint.

3. Regardless of when taken, these days count towards minimum days off.

4. At the request of the IFC, the Company shall reserve and pay for up to four (4) hotel nights in the IFC's new Base. The IFC may use each night at her/his discretion any time within six (6) months of her/his bid effective date.

ARTICLE 15

TRAINING

A CONTINUING QUALIFICATION TRAINING (CQT) / QUARTERLY DISTANCE LEARNING (QDL)

1. Bidding

- a. At 0900 Base Local Time, on the tenth (10th) day of the Planning Month, (two (2) months prior to an IFC's Base Month) bidding will open for CQT. IFCs will be notified by JetBlue University of upcoming required training and instructions for bidding via email.
- b. Bidding for CQT will close at 0900 Base Local Time on the seventeenth (17th) day of the month.
- c. An IFC may bid to attend CQT in her/his Base Month only.
- d. An IFC may request to attend training the month prior to her/his Base Month and will be awarded based on availability in seniority order. This will not change her/his Base Month.
- e. An IFC will not be permitted to bid for training in her/his Grace Month.
- f. If extenuating circumstances (e.g., BRV, OJI, FMLA) force an IFC who was originally scheduled in her/his Base Month to attend in her/his Grace Month, training must be completed prior to the twenty-second (22nd) of the Grace Month to be eligible to bid for the following Bid Period.
- g. IFCs will be allowed to attend training while on R&R.
- h. Training must commence after a return to work authorization date is set, as authorized by a medical professional when returning from medical leave. This will be verified through Inflight Leadership at each Base.
- i. All training bids must be submitted through FLICA.
- j. Training bids are awarded in seniority order.
- k. IFCs should submit multiple bids in case the first choice is not available. If not enough bids are entered, FLICA will automatically award in reverse seniority order starting with the last available line.
- l. If an IFC does not bid, FLICA will automatically award training dates regardless of an IFC's monthly Bid entered in PBS.
- m. Once the Monthly Bids open, the Training bid awards will be viewable in PBS under the Calendar tab as well as in FLICA
- n. Training will not be scheduled over an IFC's vacation period.
- o. Training days will not count towards an IFC's minimum days off.
- p. CQT and Company required training will be treated as a legal Duty day. Legal crew Rest in accordance with the Rest rules of this Agreement, must be scheduled before and after the travel and/or training code(s) published in

CrewTrac. An IFC will be pay protected if she/he is removed from any Pairings or portions of a Pairing to schedule legal crew Rest. An IFC may waive her/his contractual crew Rest; however, she/he will not be reduced below the FAR minimums.

- q. Deferment of Training
 - i. An IFC will be pay protected for training that was included in an IFC's monthly activity prior to bid closing and subsequently deferred or canceled by the Company after that month's bidding has closed. IFCs who have had their training deferred or canceled by the Company after the Bid Award closes will be subject to being rescheduled according to Article 8.
 - ii. Should a training class be cancelled or deferred, IFCs shall cancel their travel.
 - iii. The IFC will contact Inflight Continuous Education (ICE) within seven (7) days of the cancellation or deferment to reschedule her/his training. The IFC will be pay protected for any Assignment(s) removed to accommodate the IFC's rescheduled class date.
 - iv. An IFC who concurs to rescheduled training on a scheduled day off shall be paid JRA pay.
 - r. Official check-rides may only be performed by approved governing authorities (i.e. FAA, DoD), Inflight Leaders, or Inflight Qualified Crewmembers.
2. Training Swap – The Training Swap Window opens in FLICA monthly in conjunction with the training bid dates. An IFC may request to Swap training dates.
 3. Attendance
 - a. If an IFC is unable to attend CQT for any reason, she/he must contact Crew Services prior to the scheduled training start time. Crew Services will apply the appropriate absence code to her/his schedule.
 - b. If an IFC does not notify Crew Services that she/he is unable to attend an assigned training date, a Failure to Report to Training Class will be documented on her/his schedule.
 - c. If an IFC misses training, she/he must contact ICE within seven (7) days of the originally scheduled class to reschedule her/his training. To reschedule a class, the IFC must contact the ICE team via email or phone. If no contact is made to ICE after seven (7) days, the IFC will automatically be rescheduled to the next available class within her/his legalities and will not be pay protected for Pairings or Reserve days missed as a result.
 4. Dequalification
 - a. Dequalification (DEQ) can occur if an IFC fails to attend CQT. IFCs that become DEQ will be removed from Pairings without pay protection until training is completed and cleared by JBU Records.
 - b. If an IFC reaches DEQ status due to failure to attend CQT, she/he will be

required to attend requalification training as soon as possible, scheduled by ICE

- i. IFCs shall be removed up to five (5) days prior to the start of a Pairing or Reserve Day(s) that touch the DEQ period.
- c. After completion of all requalification training (inclusive of OE, if required), the Company has up to seventy-two (72) hours to approve training records before flying may be scheduled.
 - i. An IFC who is removed from a Pairing(s) picked up due to the failure of Management to update training records within seventy-two (72) hours in accordance with this Article Paragraph 15.A.4.c. shall be pay protected for any removed Pairing(s).
- d. In order to be eligible to participate in the monthly bid, IFCs returning from leave as DEQ must provide return to work documentation to Inflight Leadership supporting their return to work. This must be submitted no later than 1700 Base Local Time on the third (3rd) day of the Bidding Month to allow time to coordinate training.

Example: An IFC is returning from a leave of absence January 10th and has dequalified. She/he is scheduled to complete requalification training prior to January 22nd. She/he would be allowed to bid for the February Operating Month during the January 1st-7th bidding window if she/he has completed the return to work process with Inflight Leadership by January 3rd at 1700.

- e. IFCs that fail to complete QDL prior to the 25th of the month leading up to expiration/dequalification will be removed from Pairings without pay-protection until training is completed. Upon completion, the IFC must contact JBU Records who will update her/his status no later than the next Business Day.

| Timeframe | QDL1 | QDL2 | QDL3 | QDL4 |
|-----------------------|-------------|----------|-----------|-------------|
| | Winter | Spring | Summer | Fall |
| Start On | December 1 | March 1 | June 1 | September 1 |
| Due By | January 31 | April 30 | July 31 | October 31 |
| Dequalification (DEQ) | February 25 | May 25 | August 25 | November 25 |

- i. IFCs will be removed without pay-protection no later than seventy-two (72) hours prior to the start of a Pairing or Reserve Day(s) that touch the DEQ period using the code UNA.
5. Remediation Training
- a. IFCs who are not able to successfully complete CQT will attend

Remediation Training. Remediation Training must be successfully completed to maintain Inflight Qualification status.

- b. IFCs will attend Remediation Training immediately following CQT.
- c. There will be no additional pay for Remediation Training.
- d. Any scheduling conflicts that occur as a result of an IFC having to attend Remediation Training will result in a removal from any conflicting Assignment without pay protection.

B. OTHER TRAINING (NON-CQT)

- 1. Any other training event(s) required by the Company will be awarded by seniority.
- 2. An IFC will not be scheduled for more than nine (9) hours of training per day.
- 3. Training shall be scheduled legally according to all FARs and this Agreement.

C. TRANSPORTATION AND LODGING

- 1. IFCs will use MyIDTravel to book positive space travel to/from a Blue City for training events. IFCs are responsible for any applicable fees and taxes if they travel to/from any International Blue City.
- 2. Travel for training shall be paid as follows:

| | |
|-----|------|
| JFK | 2:40 |
| FLL | 2:40 |
| BOS | 3:00 |
| LAX | 5:00 |

The times listed are paid for travel each way. This list will be amended if new Bases are added.

- 3. Lodging will be provided the day prior to training only if training and traveling from the IFC's Base would be scheduled to exceed fourteen (14) hours of Duty on the training day.
- 4. An IFC will not be required to travel on a Redeye and attend training on the same Calendar Day as arrival without an intervening legal Rest Period.
- 5. IFCs will travel home the same day as they finish training if scheduled training and travel do not exceed fourteen (14) hours.
- 6. FLL based IFCs may elect to travel to/from training as follows:
 - a. Drive to training scheduled at OSC. If the IFC elects to drive, she/he will be reimbursed the standard IRS mileage rate, for actual miles driven up to a maximum of two hundred fifteen (215) miles each way and will also be reimbursed the associated tolls; or
 - b. Elect to have the Company provide a ticket on another airline (OAL) provided such request is made at least fourteen (14) days prior to the

scheduled training start date. The cost of OAL air travel is non-transferable to another city pair.

- i. This provision will apply only so long as this route (FLL-MCO) is not serviced by JetBlue on JetBlue aircraft.
7. Travel from CQT or other required training to the IFC's Base shall be considered Duty, so long as the IFC has availed herself/himself of the first flight after the completion of her/his training.

ARTICLE 16

ATTENDANCE

Unless specifically identified in this Article, the JetBlue Dependability Program as it appears in the IBBS will apply to all IFCs, as the Program may be amended from time to time. The Company will provide the Union with advance notice of changes to the Program and upon request meet with the Union to discuss those changes.

A. REPORTING PROCEDURE

In all cases of absence, an IFC will be required to notify Crew Services via phone, the JetCRW app or other method(s) designated by the Company.

1. Unless otherwise specified, the call will be valid only for the IFC's next scheduled Pairing.
2. IFCs on Reserve may call out one (1) Calendar Day at a time or an entire block of Reserve days if they are unable to Report.

B. TIMELINESS OF REPORTING

1. Sick calls must be made to Crew Services at least three (3) hours prior to the original scheduled Report time of the Assignment.
2. Sick calls for an IFC on Reserve must be made to Crew Services at least three (3) hours prior to the start of the Assignment or prior to being contacted by Crew Services for an Assignment during the Reserve Period.
3. Failure to notify in accordance with the provisions of this Article 16, Paragraph B.1-2 will be treated as specified in the IBBS.

C. RECORD IMPROVEMENT

Record improvement will be as set forth in the IBBS.

- D. Twelve (12) Month Roll Off:** Points will be deducted from the IFC's accumulated point total twelve (12) months after the event for which the points were charged.

E. APPROVED LEAVES OF ABSENCE

Approved leaves of absence will not result in point accumulation under the Dependability Program.

F. SPECIAL CIRCUMSTANCES

Special circumstances will be handled on an individual basis at the sole discretion of the Company.

G. NO SHOW

When an IFC receives a No Show, as defined in the IBBS, the No Show may be eligible for a recode to Unavailable to Report (UNR). The UNR recode applies to all Assignments in Base and mid-Pairing. An IFC may request a review of the No Show by contacting her/his Inflight Supervisor. A recode from No Show to UNR shall be in accordance with the IBBS.

H. General

1. The Dependability Program set forth in the IBBS will apply to the extent that it does not conflict with any provision of this Article.
2. If the Company intends to make changes to the content of the Dependability Program contained in the IBBS, it will provide the Union with thirty (30) days notice prior to implementation. The Company will confer with the Union within the notice period and consider its input.
3. Notwithstanding the provisions of Article 20, e-guidance for Initial and Continued Progressive Guidance for attendance shall not require an investigatory or in-person meeting.

ARTICLE 17

COMMUTER POLICY

IFCs are responsible for arriving at their Base/Co-Base on time and with adequate rest prior to beginning any scheduled Duty Period. It is understood that on occasions, IFCs may encounter commuting challenges. The purpose of the Commuter Policy is to maintain the integrity of JetBlue's scheduled operations while supporting IFCs. The Commuter Policy applies to all IFCs who commute to work – whether by air, rail, motor vehicle, bicycle, etc. It allows IFCs who experience commuting challenges to call out Unavailable for Assignment (UNA) for a single Pairing or Assignment and have it recoded to an Out of Position (OOP) occurrence, which will not count against their dependability in accordance with this Article.

A. Commuter Rules

1. Converting UNA to an OOP:
 - a. To use the Commuter Policy an IFC must have successfully completed her/his Probationary Period.
 - b. An IFC must have notified Crew Services at least thirty (30) minutes prior to their scheduled Report time to request a UNA stating it is for a commuting challenge.
 - c. IFCs must continue to Base/Co-Base unless otherwise instructed/approved by Crew Services. Upon arrival in Base/Co-Base, IFCs must contact Crew Services.
 - d. Commuter Policy events will initially be coded as UNA. An IFC who contacts her/his Inflight Supervisor within twenty-four (24) hours of her/his original Report time will have the UNA converted to an OOP. Documentation may be required.
 - e. The OOP will remain to document the occurrence. IFCs who are unable to continue to their Base must provide documentation to their Inflight Supervisor within twenty-four (24) hours.

2. Additional requirements to use OOP for IFCs utilizing air to commute:
 - a. Have proof of a primary and a back-up flight (applicable to cities that offer more than one (1) flight per day) that are scheduled to arrive in her/his Base/Co-Base in time for her/his scheduled Assignment.
 - b. Notify Crew Services as soon as possible to allow sufficient time to re-crew her/his Assignment.
 - c. Advise Crew Services of her/his location to assist in a potential out of Base Assignment.

3. IFCs using transportation other than air to commute:
 - a. IFCs using transportation method(s) other than air (rail, motor vehicle, etc) to commute to work are covered by this Article.
 - b. IFCs using transportation other than air may be asked to provide documentation (train delay schedule, traffic reports, photos, news reports, etc.) of transportation delays.
 - c. Notify Crew Services as soon as possible to allow sufficient time to re-crew her/his Assignment

B. OOP Provisions

1. If an eligible IFC requires use of an OOP occurrence for a Pairing(s) or Reserve Period(s) that touch any portion of the outlined Critical Coverage Period, the following must take place:
 - a. The IFC must continue to commute in;
 - b. The IFC must make herself/himself available to the operation as quickly as possible; and,
 - c. The IFC can qualify for an OOP recode once per twelve (12) month rolling period as long as she/he hasn't exceeded the total number allowed and the IFC is not on Continued Progressive Guidance or higher for the Dependability Program.
2. Reserves (reporting for a Reserve or Pairing Assignment) who request an OOP must continue to their Base. They will be given a new Assignment by Crew Services upon arrival. Crew Services shall not assign an IFC a Pairing with a Redeye Segment, without her/his consent, unless the IFC's OSP contained a Redeye Segment. IFCs that are unable to continue to their Base when requested must provide documentation that substantiates why they are not able to continue to Base.
3. Lineholders who request an OOP will be advised by Crew Services to:
 - a. Rejoin their original Assignment if it re-transits Base on the first day; or
 - b. Reassign the IFC Segment(s) falling within the OSP Footprint. If no Pairings are available that fall within the OSP Footprint, Crew Services may reassign an IFC to a Pairing ending within two (2) hours of the OSP. Crew Services shall not assign an IFC a Pairing with a Redeye Segment, without her/his consent, unless the IFC's OSP contained a Redeye Segment; or
 - c. Be assigned ASB/RSL within the OSP Footprint with IFC concurrence; or
 - d. Release the IFC for the entire Pairing if Reserve staffing is sufficient. If released from the Pairing, the IFC shall have the option to debit her/his PTO bank for all credit lost up to and including the entire value of the OSP.
4. Nothing herein shall prevent Crew Services and the IFC from mutually agreeing on another Assignment. Pay will be in accordance with Article 23.

5. IFCs that are unable to continue to their Base must provide written or electronic documentation that substantiates why they are not able to continue to Base.

C. General

1. The OOP code may be used three (3) times in a rolling twelve (12) month period and will only apply to one (1) Pairing or Reserve Assignment.
2. The OOP code may not be used mid-Pairing.
3. The OOP recode does not provide pay-protection. The IFC may choose to be paid from the IFC's PTO bank. If the IFC is reassigned, she/he may choose to be paid the difference for any lost credit from her/his bank for the removed Pairing or Reserve Period.

D. Base Commuter Exception Policies

1. JFK AirTrain
 - a. IFCs who use the JFK AirTrain and experience an unscheduled outage or malfunction and are stuck at a station (or between stations) at least forty-five (45) minutes prior to Report time will not receive a RPL.
 - b. IFCs must contact Crew Services prior to their Report time to advise of an AirTrain malfunction and must inform her/his Inflight Supervisor upon arrival.
 - c. IFCs will be held to the same guidelines as NOS/UNR if Crew Services is not contacted prior to Report time.
 - d. IFCs who receive an RPL must contact their Inflight Supervisor for investigation and to request the RPL removal within two (2) days of receiving it.
2. BOS Chelsea Bridge
 - a. IFCs who use the Chelsea parking garage and experience a bridge opening delay after swiping into the garage at least forty-five (45) minutes prior to Report time will not receive a RPL.
 - b. IFCs must contact Crew Services prior to their Report time to advise of a bridge delay.
 - c. IFCs will be held to the same rules as NOS/UNR, if Crew Services is not contacted prior to Report time.
 - d. IFCs who receive an RPL must contact their Inflight Supervisor for investigation and to request the RPL removal within two (2) days of receiving it.
3. In other Bases with their own transportation systems between terminals

where there are documented malfunctions that prevent an IFC from Reporting on time, IFCs must contact Crew Services prior to their Report time to advise of the delay. An IFC will not incur a RPL provided she/he contacts her/his Base Supervisor within two (2) days of receiving it. Documentation may be required.

ARTICLE 18
UNIFORMS

- A. Standard uniforms as prescribed by the Company in the Uniform Policy Manual (UPM) shall be worn by the IFC at all times while on Duty and at such other times as may be required. IFCs will not be required to wear uniforms while Deadheading.
- B. The Company will bear the cost of the first required uniform pieces and luggage. An IFC will maintain her/his uniform in a neat and clean condition at all times.
- C. If the Company elects to replace retired uniform pieces (i.e., no longer permitted to be worn), the Company, at its expense, shall provide IFCs with new replacement uniform pieces and any required accessories.

If available through the uniform business partner, the Company will provide size specific uniform items in all petite, standard, and tall sizes in IFC Bases for IFCs to try on if there is a complete cutover of the required uniform.

D. Uniform Allotment

- 1. The Uniform Account is to be used to replace uniform pieces, accessories, and luggage and/or purchase any additional uniform pieces, accessories, and luggage the IFC chooses, and to pay for shipping thereof.
 - 2. All IFCs will receive a credit of two hundred dollars (\$200) to their Uniform Accounts each year on their original Company date of hire.
 - 3. IFCs may accrue up to four hundred dollars (\$400) in the Uniform Account if unused. This account is not refundable to the IFC upon termination of employment. Any uniform pieces purchased in excess of the accrued balance must be paid for by the IFC directly to the uniform business partner.
- E. The Company will furnish insignias required to be worn by the IFCs.
 - F. The Union will be given notice of the Company's intent to change the required uniform or any portion thereof at least thirty (30) days prior to the change of the required uniform. The Company will confer with the Uniform Committee and consider its recommendations before making any change in the style, color or material of the uniform. In addition, the Company will consider the recommendations of the Union Health & Safety Committee chairperson in regard to materials available, including applicable FAA or NTSB flammability standards.

The Uniform Committee will have a minimum of one (1) Union designated member.

- G. Upon resignation or termination of employment, an IFC will return all uniform pieces and Company-issued electronic device(s) to the Company.
- H. If an IFC is medically proven to be allergic to the materials used in the required uniform, the Company will attempt to identify and provide uniforms constructed of an alternate material that will not cause an allergic reaction.
- I. In the event that an IFC's luggage is stolen through no negligence of the IFC from the aircraft while on Duty, while on Company provided transportation, or from the crew hotel, the Company will, at the Company's expense, replace the uniform items and Company-required accessories, provided documentation satisfactory to the Company is provided, including police reports for luggage stolen from the crew hotel. If the contents of the stolen luggage includes the IFC's Company-issued electronic device, the Company will replace it at no cost or penalty to the IFC.
- J. All uniform pants will be available for purchase in a minimum of three (3) different lengths.
- K. The Company will ensure that current Uniform Account balances will be made readily available to the IFCs and any discrepancies will be resolved in a timely manner.
- L. The price difference between petite, standard, and tall sizes will be the same for women and men. If non-standard sizes (petite and/or tall) are not available from the uniform business partner, IFCs will be permitted to purchase any comparable IFC uniform piece regardless of gender.

ARTICLE 19

FURLOUGH/RECALL

A. Involuntary Furlough Mitigation

Prior to a furlough, the Company will provide notice to the Union of the approximate number of IFCs to be furloughed.

Prior to implementing a reduction in force, the Company and the Union will meet for a period not to exceed seven (7) days to consider providing lower Bid Divisors, R&R and/or voluntary separation, or other programs to help mitigate a reduction in force.

B. Voluntary Furloughs

1. Prior to involuntary furloughs, the Company will offer voluntary furloughs.
2. Voluntary furloughs will be awarded in Occupational Seniority order.
3. IFCs on voluntary furlough are not eligible for furlough pay.
4. IFCs on voluntary furlough shall continue to receive medical, dental, and vision insurance at active rates until the end of the month in which she/he is furloughed unless extended by mutual agreement of the Union and the Company.
5. IFCs who are on a voluntary furlough and who are subsequently involuntarily furloughed, will be removed from voluntary furlough status and placed on involuntary furlough status with all terms, conditions and benefits of involuntary status.
6. The Company will not contest any unemployment claim on the basis of voluntary furlough.

C. Involuntary Furloughs

1. If an insufficient number of IFCs bid for voluntary furlough, IFCs will be involuntarily furloughed in reverse order of Occupational Seniority.
2. An IFC who has completed the Probationary Period prior to being furloughed, will receive two (2) weeks' notice or two (2) weeks' pay (equivalent to her/his applicable Bid Divisor) in lieu of notice. The IFC will receive no furlough pay if the furlough is caused by circumstances beyond the control of the Company. However, medical, dental and vision will continue at active rates for the period of time that an IFC would have received them (Per C.3 of this Article 19) if this provision were not invoked.

The term "circumstances beyond the control of the Company" includes a war

emergency, global pandemic, act of God, revocation of the Company's operating certificate(s) or grounding of a substantial number of the Company aircraft.

3. An involuntarily furloughed IFC will receive two (2) weeks furlough pay for the first completed year of service, and one (1) additional week for each completed year of service thereafter to a maximum of twelve (12) weeks.
 - a. The IFC will receive no furlough pay if she/he accepts any other employment within the Company.
 - b. The IFC will receive no furlough pay if the furlough was caused by circumstances beyond the control of the Company, as defined in this Article 19, Paragraph C.2.
4. An involuntarily furloughed IFC will continue to receive medical, dental, and vision at active rates for as long as she/he receives furlough pay.
5. An IFC on any leave of absence that is involuntarily furloughed shall be entitled to all the same benefits as an active IFC that is involuntarily furloughed, as provided for in this Article 19, Paragraph C.4.

D. Recall

1. The Company will notify the Local President prior to announcing or utilizing furlough or recall of IFCs.
2. IFCs on furlough will be recalled in Occupational Seniority order. An IFC may bypass recall until no IFC junior to her/him remains on furlough.
3. Notice of recall will be sent via overnight delivery and email to the last address on file with the Company. An IFC will forfeit her/his seniority with the Company and be deemed to have resigned if she/he does not signify her/his intention to accept recall or bypass within fifteen (15) Business Days after receiving the notice or if she/he does not return to the service of the Company on the date specified in the notice offering recall.
4. An IFC who has a medical condition which would prevent her/him from assuming the position of IFC at the time of recall shall have her/his status changed to reflect that she/he is on medical leave provided she/he qualifies for a medical leave in accordance with Article 25 upon acceptance of recall.
5. IFCs who are recalled from furlough into a Base other than their last assigned Base will be moved at Company expense subject to the provisions in Article 14.
6. IFCs will remain on the recall list for a period not to exceed five (5) years.

E. General

1. Prior to implementation of the furlough, the Company will furnish a list of the IFCs to be furloughed to the Union.
2. IFCs on furlough will receive pass privileges in accordance with Company policy.
3. An IFC's longevity and seniority will continue to accrue while on furlough.
4. An IFC on furlough shall have access to Company email and BCSS (or their equivalents) and MyIdTravel so long as she/he maintains pass privileges in accordance with Company Policy. An IFC on furlough will keep her/his home address updated in BCSS.

ARTICLE 20

DISCIPLINARY GRIEVANCES

- A. A Non-Probationary IFC will not be disciplined without just cause. Disciplinary action, including, but not limited to, discharge or a letter of warning (i.e. Progressive Guidance) will not be imposed until the Company first conducts an impartial, reasonable, and expeditious investigation of the alleged cause.
- B. No discipline will be imposed until an investigatory meeting is held between the Vice President of Inflight or her/his designee, the IFC, and if desired, her/his Union representative who is an IFC. Such meeting will be held within twenty-one (21) Business Days from the date the Company could reasonably have had knowledge of the incident giving rise to the disciplinary action. The twenty-one (21) Business Days will be extended by any sick leave, leave of absence and/or PTO/VPTO taken by the IFC, during which time the Company will have no expectation that the IFC will make herself/himself available unless the IFC waives such extension. The Company shall give the IFC at least a three (3) Business Day notice of the time, date and location of the investigatory meeting. Concurrent with the issuance to the IFC, a copy of the notice shall be sent via e-mail, to the Local President or her/his designee. Such notice shall specify, in reasonable detail, the nature of the matter to be discussed at the meeting, and the IFC's right to representation at the meeting.
- C. If the Company holds an IFC out of service pending investigation, it shall be with pay. An IFC withheld from service with pay pending investigation will be notified of such via Positive Contact or email not later than one (1) Business Day after the date she/he is withheld from service. This paragraph does not apply to an IFC withheld from service following a positive drug or alcohol test.
- D. When an IFC is disciplined or discharged, the Company shall furnish the IFC with a written statement of the facts, the precise charges, the action taken, and shall be signed by the Vice President of Inflight or her/his designee. Such decision shall be delivered in person, or by e-mail (or sent via overnight delivery if e-mail is not available) to the IFC, and to the Local President or her/his designee within twenty-one (21) Business Days from the date the investigatory meeting was held. The twenty-one (21) Business Days will be extended by any sick leave, leave of absence and/or PTO/VPTO taken by the IFC, or due to the unavailability of necessary witnesses.

E. Counseling

Counseling sessions and written Letters of Conversation shall not be considered as discipline. The IFC shall receive a copy of all written Letters of Conversation and notification of any entry in the IFC's personnel file which could be used to support discipline. Entries in the file (including previous discipline) will not be used as a basis for discipline or discharge after a rolling eighteen (18) month period from the date of issuance, provided the IFC is not disciplined for similar misconduct during the

eighteen (18) month period.

F. Grievances Pertaining to Discipline

1. Only a Non-Probationary IFC may file a grievance/System Board of Adjustment submission over discipline. Such grievance/System Board of Adjustment submission shall be filed within twenty-one (21) Business Days, after receipt of the Company's decision and shall be processed according to the provisions of Article 22.
2. All time limits within this Article 20 shall be complied with by the Company and the IFC. If the Company does not comply with the time limits, the grievance shall be considered denied and appealed. In the event the IFC fails to comply with the time limits, the Company's action shall be sustained.

G. All time limits within this Article 20 may be extended, orally or in writing, by mutual agreement. Oral agreements shall be confirmed in writing as soon as practicable.

H. The Company and the Union agree to meet on a quarterly basis, or more often if necessary, to discuss issues relating to disciplinary and non-disciplinary grievances.

ARTICLE 21

NON-DISCIPLINARY GRIEVANCES

A. Non-Disciplinary Grievance Procedure

1. Any grievance filed on behalf of an individual or a group of IFCs may only be filed by an authorized representative of the Union. Prior to filing a grievance, the matter should be discussed with the IFC's Base Manager in an effort to resolve the matter.
2. Grievances concerning matters other than discipline or discharge shall be in writing and shall state in reasonable detail the facts upon which the claim is based, the provision of the Agreement alleged to be violated, and the relief sought. The grievance must be submitted to the Vice President of Inflight or her/his designee within sixty (60) days from the time the IFC knew, or reasonably should have known, of the event(s) giving rise to the grievance, whichever is earlier.
3. An investigation and hearing shall be held by the Vice President of Inflight or her/his designee, within thirty (30) days after receipt of the grievance. Within thirty (30) days after the close of the investigation and hearing, the Company shall render its decision in writing to the grievant. A copy will also be provided to the Union.
4. If the decision by the Vice President of Inflight or her/his designee is not satisfactory, the Union may appeal the decision to the JetBlue Inflight Crewmember Board of Adjustment by submission to the Board within thirty (30) days after the Union's receipt of that decision.

B. General (as applicable to Disciplinary and Non-disciplinary)

1. After a grievance has been filed, an IFC shall be entitled to have a Union representative who is an IFC present at any step of the grievance procedure.
2. Any time limits prescribed in this Section may be waived by mutual consent and confirmed via e-mail. In the absence of an agreement, the failure of a IFC to grieve, or to appeal any grievance decision by the Company within the prescribed time limits, shall cause the action or decision of the Company challenged in the grievance to become final and binding. If any hearing or decision required of the Company under the provisions of this Agreement is not provided within the time limits prescribed herein, or any extension mutually agreed upon, the IFC may consider the grievance denied and appealed to the next step in the grievance procedure as specified in this Agreement.

3. The time periods for hearings and decisions established in this Agreement shall be considered as maximum periods.
4. Copies of all notices and decisions shall be delivered to the grievant and the Union. For the purposes of this Agreement, "notice" or "delivery" may be by certified mail return receipt requested, express delivery, hand delivery with confirmation, or e-mail.
5. Disputes resolved prior to the filing of a grievance shall be non-precedential and non-referable.
6. The Company and the Union agree to meet on a quarterly basis in an attempt to resolve any pending grievances that have been heard by the Vice President of Inflight or her/his designee. At any point in the grievance process, the Company and the Union may mutually agree to settle any grievance.

ARTICLE 22

SYSTEM BOARD OF ADJUSTMENT

- A. A System Board of Adjustment is established for the purpose of adjusting disputes or grievances that arise under the terms of this Agreement and are properly submitted to it. Such Board shall be known as the JetBlue Inflight Crewmember Board of Adjustment (the "Board").
- B. The Board will be comprised of three (3) members, one (1) selected by the Union, one (1) selected by the Company and a third neutral party. The three (3) member Board shall hear all disputes properly presented to it in accordance with this Article 22.
- C. When the Board is required to hear a dispute, the parties will attempt to promptly agree on a neutral member to sit on the Board. If the parties are unable to agree on a neutral from an agreed upon list of neutrals, a neutral will be selected by the parties alternately striking names from the list until one (1) name remains. The arbitrator remaining on the list will be designated as the neutral member. The party to strike first will be alternated each time a neutral is selected. The neutral member of the Board will preside at the hearings of the Board and be designated Chairperson.
- D. Each party reserves the right to remove one neutral from the agreed upon list during the month of January. The removed neutral shall be replaced by the parties by mutual agreement. All vacancies will be filled by mutual agreement. The parties can mutually agree to remove a neutral.
- E. The jurisdiction of the Board shall not extend to changes in hours of employment, rates of compensation, or working conditions covered by the agreements within its jurisdiction.
- F. In disputes involving discipline, the Union will be allowed to review all documents relied upon by the Company in issuing the discipline within thirty (30) days after the grievance is appealed to the Board. Access to documents or evidence in non-disciplinary matters will be governed by the Board.
- G. The Board will have jurisdiction over grievances filed pursuant to the terms of this Agreement. The Board will not have any power to alter or amend the provisions of this Agreement.
- H. The Board will meet in the city where the general offices of JetBlue are maintained, unless another location is agreed to by the Union and the Company.

- I. A majority vote of the members of the Board shall constitute a final decision. The Board will render its decision in writing as promptly as possible. Decisions of the Board in all cases properly before it shall be final and binding upon the parties.

- J. Expenses
 - 1. The expenses and reasonable compensation of the neutral member and the cost of stenographic services necessary to transcribe Board proceedings will be borne equally by the parties. Each of the parties will assume the compensation, travel expenses and other expenses of the Board members selected by it and the witnesses called by it.
 - 2. The grievant, Crewmember witnesses, and representatives who are Crewmembers of the Company shall receive positive space transportation on the lines of the Company to and from the point at which they must appear as witnesses or representatives.
 - 3. Crewmember Board members shall, when attending meetings or hearings of the Board, receive positive space passes for transportation over the lines of the Company.
 - 4. The number of witnesses summoned at any one time shall not be greater than the number that can be spared from the Company's operation without interference with the services of the Company.
 - 5. Should a hearing be postponed or canceled without mutual consent of the Company and the Union, the party requesting postponement or cancellation shall bear any and all expenses assessed by the neutral member.

- K. All submissions of disputes referred to the Board will be addressed to the Board with one (1) copy to the Company and one (1) copy to the Union. One (1) copy shall be submitted to the neutral third member. Each such submission shall state:
 - 1. The question or questions at issue;
 - 2. A brief statement of the facts of the case;
 - 3. Position of the grievant;
 - 4. The understood position of the respondent;
 - 5. The relief sought.

When possible, joint submission should be made, but if the parties are unable to agree upon a joint submission, either party may submit the dispute and its position to the Board.

- L. Any time limits prescribed in this Article 22 may be waived by mutual consent and confirmed via e-mail.
- M. Each Board member will be free to discharge her/his duty in an independent manner without fear of retaliation. Each witness summoned by the Board or called by either party will be free from retaliation or adverse action by either the Union or the Company because of her/his giving testimony in good faith.
- N. Nothing herein shall be construed to limit, restrict, or abridge the rights and privileges accorded to either the Union or the Company under provisions of the Railway Labor Act, as amended or other applicable federal and state laws.
- O. The time periods for hearings, decisions, and appeals established in this Agreement shall be considered as maximum periods. When hearings, decisions, and appeals can be handled in a period of less than the maximum time stipulated, every reasonable effort will be made so as to expedite such cases.
- P. Copies of all notices and decisions shall be delivered to the Company and the Union. For the purposes of this Agreement, "notice" or "delivery" may be by certified mail return receipt requested, express delivery, hand delivery with confirmation, or e-mail.
- Q. The Union is the sole representative of all IFCs in all grievance and Board matters unless waived in writing by the Union.
- R. In cases where the Union has waived its sole representation of the IFC, the Union reserves the right to have its representative present in the Board of Adjustment and if necessary, participate for the limited purpose of presenting the Union's position with regard to the proper interpretation and application of the Collective Bargaining Agreement.

ARTICLE 23
COMPENSATION

A. Paydays – IFCs will be issued a paycheck twice monthly based on the following schedule:

| Pay Period | Payday |
|---|---|
| 1 st day of the Bid Period to the 15 th | 20 th of the month |
| 16 th to the last day of the Bid Period | 8 th of the following month |
| Over guarantee | 8 th of the month after earned |

NOTE: When the 8th or 20th of a month fall on a Saturday, payday is the Friday before; when on a Sunday, payday is the following Monday. If the payday falls on a bank observed holiday, payday is the next Business Day.

B. IFCs have a choice on their pay scale twice annually. IFCs can choose between the Premium Pay or Straight Pay Scale during the election process held in February with an effective date of March 1 for six (6) months and August with an effective date of September 1 for six (6) months.

C. Straight and Premium Pay Scales

IFCs who select the Premium Pay Scale will receive Premium Pay for all credit over seventy (70) hours per Bid Period.

Pay rates will be as follows:

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Straight Pay Scale:

| Seniority (Years) | Current Rates | DOS | 1/1/2023 | 1/1/2024 | 1/1/2025 | 1/1/2026 |
|-----------------------------|---------------|---------|----------|----------|----------|----------|
| 1 (1-6 months) | N/A | N/A | N/A | N/A | N/A | N/A |
| 1 (7-12 months) | \$26.02 | \$26.02 | \$26.54 | \$27.07 | \$27.88 | \$28.72 |
| 2 (at 1st anniversary) | \$28.39 | \$28.39 | \$28.96 | \$29.54 | \$30.43 | \$31.34 |
| 3 (at 2nd anniversary) | \$30.49 | \$30.49 | \$31.10 | \$31.72 | \$32.67 | \$33.65 |
| 4 (at 3rd anniversary) | \$32.66 | \$32.66 | \$33.31 | \$33.98 | \$35.00 | \$36.05 |
| 5 (at 4th anniversary) | \$35.19 | \$35.19 | \$35.89 | \$36.61 | \$37.71 | \$38.84 |
| 6 (at 5th anniversary) | \$38.82 | \$38.82 | \$39.60 | \$40.39 | \$41.60 | \$42.85 |
| 7 (at 6th anniversary) | \$42.05 | \$42.05 | \$42.89 | \$43.75 | \$45.06 | \$46.41 |
| 8 (at 7th anniversary) | \$43.66 | \$43.66 | \$44.53 | \$45.42 | \$46.78 | \$48.19 |
| 9 (at 8th anniversary) | \$45.12 | \$45.12 | \$46.02 | \$46.94 | \$48.35 | \$49.80 |
| 10 (at 9th anniversary) | \$46.95 | \$46.95 | \$47.89 | \$48.85 | \$50.32 | \$51.82 |
| 11 (at 10th anniversary) | \$48.81 | \$48.81 | \$49.79 | \$50.78 | \$52.30 | \$53.87 |
| 12 (at 11th anniversary) | \$51.10 | \$51.10 | \$52.12 | \$53.16 | \$54.75 | \$56.40 |
| 13 (at 12th anniversary) | \$56.40 | \$56.40 | \$57.53 | \$58.68 | \$60.44 | \$62.25 |

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Premium Pay Scale:

| Seniority (Years) | Current Rates | DOS | 1/1/2023 | 1/1/2024 | 1/1/2025 | 1/1/2026 |
|-----------------------------|---------------|---------|----------|----------|----------|----------|
| 1 (1-6 months) | \$21.00 | \$21.00 | \$21.42 | \$21.85 | \$22.51 | \$23.18 |
| 1 (7-12 months) | \$23.70 | \$23.70 | \$24.17 | \$24.66 | \$25.40 | \$26.16 |
| 2 (at 1st anniversary) | \$25.86 | \$25.86 | \$26.38 | \$26.90 | \$27.71 | \$28.54 |
| 3 (at 2nd anniversary) | \$27.78 | \$27.78 | \$28.34 | \$28.90 | \$29.77 | \$30.66 |
| 4 (at 3rd anniversary) | \$29.76 | \$29.76 | \$30.36 | \$30.96 | \$31.89 | \$32.85 |
| 5 (at 4th anniversary) | \$32.06 | \$32.06 | \$32.70 | \$33.36 | \$34.36 | \$35.39 |
| 6 (at 5th anniversary) | \$35.36 | \$35.36 | \$36.07 | \$36.79 | \$37.89 | \$39.03 |
| 7 (at 6th anniversary) | \$38.32 | \$38.32 | \$39.09 | \$39.87 | \$41.07 | \$42.30 |
| 8 (at 7th anniversary) | \$39.78 | \$39.78 | \$40.58 | \$41.39 | \$42.63 | \$43.91 |
| 9 (at 8th anniversary) | \$41.10 | \$41.10 | \$41.92 | \$42.76 | \$44.04 | \$45.36 |
| 10 (at 9th anniversary) | \$42.78 | \$42.78 | \$43.64 | \$44.51 | \$45.85 | \$47.22 |
| 11 (at 10th anniversary) | \$44.48 | \$44.48 | \$45.37 | \$46.28 | \$47.67 | \$49.10 |
| 12 (at 11th anniversary) | \$46.56 | \$46.56 | \$47.49 | \$48.44 | \$49.89 | \$51.39 |
| 13 (at 12th anniversary) | \$51.38 | \$51.38 | \$52.41 | \$53.46 | \$55.06 | \$56.72 |

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Premium Scale wages at 150%:

| Seniority (Years) | Current Rates | DOS | 1/1/2023 | 1/1/2024 | 1/1/2025 | 1/1/2026 |
|-----------------------------|---------------|---------|----------|----------|----------|----------|
| 1 (1-6 months) | \$31.50 | \$31.50 | \$32.13 | \$32.77 | \$33.75 | \$34.77 |
| 1 (7-12 months) | \$35.55 | \$35.55 | \$36.26 | \$36.99 | \$38.10 | \$39.24 |
| 2 (at 1st anniversary) | \$38.79 | \$38.79 | \$39.57 | \$40.36 | \$41.57 | \$42.82 |
| 3 (at 2nd anniversary) | \$41.67 | \$41.67 | \$42.50 | \$43.35 | \$44.65 | \$45.99 |
| 4 (at 3rd anniversary) | \$44.64 | \$44.64 | \$45.53 | \$46.44 | \$47.83 | \$49.27 |
| 5 (at 4th anniversary) | \$48.09 | \$48.09 | \$49.05 | \$50.03 | \$51.53 | \$53.08 |
| 6 (at 5th anniversary) | \$53.04 | \$53.04 | \$54.10 | \$55.18 | \$56.84 | \$58.54 |
| 7 (at 6th anniversary) | \$57.48 | \$57.48 | \$58.63 | \$59.80 | \$61.59 | \$63.44 |
| 8 (at 7th anniversary) | \$59.67 | \$59.67 | \$60.86 | \$62.08 | \$63.94 | \$65.86 |
| 9 (at 8th anniversary) | \$61.65 | \$61.65 | \$62.88 | \$64.14 | \$66.06 | \$68.05 |
| 10 (at 9th anniversary) | \$64.17 | \$64.17 | \$65.45 | \$66.76 | \$68.76 | \$70.83 |
| 11 (at 10th anniversary) | \$66.72 | \$66.72 | \$68.05 | \$69.42 | \$71.50 | \$73.65 |
| 12 (at 11th anniversary) | \$69.84 | \$69.84 | \$71.24 | \$72.66 | \$74.84 | \$77.08 |
| 13 (at 12th anniversary) | \$77.07 | \$77.07 | \$78.61 | \$80.18 | \$82.59 | \$85.06 |

D. Pay Rate Changes

Step increases shall be computed as follows: changes occurring from the first day of the month through the fifteenth (15th) day of the month will be effective on the first

day of that month. Changes occurring from the sixteenth (16th) day of the month through the end of the month will be effective on the first day of the following month.

E. Pay Raises Beyond Contract Amendable Date

Should this Agreement continue in effect beyond the amendable date of this Agreement, while the parties negotiate a new contract, IFCs who reach an anniversary date entitling them to a step increase shall move to the appropriate step, and shall receive pay in accordance with the hourly rate then in effect for that step.

F. Minimum Lineholder guarantee for Full-Time IFCs shall be seventy (70) credit hours except for IFCs who voluntarily bid for CrewFlex or a Reduced Credit Window.

G. Reserves are guaranteed a minimum of seventy-five (75) hours per month on the Premium Pay Scale (70 hours base pay and 5 hours Premium Pay) or seventy (70) hours per month on the Straight Pay Scale (70 hours base pay).

H. CrewFlex and Reduced Credit Lines are guaranteed a minimum of thirty-five (35) hours per month on the Straight Pay Scale for Lineholders and Reserves.

I. Flight Pay – IFCs are paid for flight pay and credit as follows:

1. 20th of the current month paycheck – fronted 35 hours full time based on employment status (17.5 CrewFlex/Reduced Credit) + Per Diem from prior month;
8th of the following month paycheck – all hours flown above the 35 (17.5 CrewFlex/Reduced Credit) including PTO + LOD, IFC#1, JRA, Night Override, etc.
2. Any Segment and/or Pairing that carries over from one Bid Period to the next will be considered “Carry-Over Credit” and applied to the following month’s line value. This applies to pay; credit is applied by Duty day.
3. Flight pay is based on actual flight time or the applicable credit guarantee, whichever is greater.
4. RIG credit is not calculated into the Pairing until the Pairing has been completed.
5. If flight/credit time is lost on a Pairing through no fault of the IFC, the IFC will be paid as scheduled after schedules are released for the Bid Period. This will include applicable Premium Pay provided the IFC is available for a Reassignment within the OSP Footprint.
6. Since RIGS operate independently, proper pay computation requires separate calculations; the highest value (of the three RIGS) becomes the pay for the Pairing. Any modifications to the Pairing initiated by the IFC (e.g., Jetway Trades, Front end/Tail end Splits, or mid-Pairing call outs) will not create RIG credit in a Pairing.

7. IFCs may use FLICA to pick up any Pairing that overlaps the pay protected OSP Footprint. Doing so will result in pay protection for the greater of the two. IFCs will not be paid for both Pairings.

J. RIGS

1. Time Away From Base (TAFB) - For each Pairing, an IFC will be credited with a minimum of one (1) hour of flight time pay and flight time credit for every three and a half (3.5) hours away from Base on a prorated basis. This RIG applies to Jetway Trades or Front end/Tail end Splits where applicable.
2. Average Minimum Duty Period Credit (MDPC) – IFCs awarded or assigned a Pairing consisting of a single or multiple Duty Periods, scheduled with less than five (5) hours average MDPC, will receive a RIG adjustment to a five (5) hour average MDPC after the Pairing has been completed. This RIG does not apply to Front-end/Tail-end Splits.
3. Duty RIG -- IFCs shall receive a minimum of one (1) hour of credit for every two (2) hours of actual time on Duty.

K. Ground Holding Time (GHT)

When a flight is delayed at the gate for more than forty-five (45) minutes with customers onboard, twenty dollars (\$20.00) per hour prorated, will be paid for time in excess of the first forty-five (45) minutes. GHT begins forty-five (45) minutes after boarding time.

When a flight arrives at a location for the purpose of deplaning customers and has been there for more than forty-five (45) minutes after actual Release time, twenty dollars (\$20.00) per hour will be paid. This time will begin from the Release time and end when the last customer deplanes.

Because of the additional duties involved when diverting or tech-stopping, GHT compensation will begin at Block-in time and will end if all customers deplane or when the flight Blocks out again. Each IFC is responsible for submitting her/his own comment in Rainmaker or equivalent system to receive the GHT pay in the Operating Month. GHT pay does not apply to Deadheading IFCs.

L. Additional Productivity Pay Program

The Company may, after consultation with the Union, implement a Productivity Pay program, in addition to the compensation described in this Article 23, Paragraph C. Before implementing any such additional Productivity Pay program, the Company will give notice of its intent and will consult with the Union.

M. Language of Destination (LOD) Pay

All IFCs enrolled in the LOD program will be paid an additional two dollars (\$2.00) per flight block hour worked on each required language Flight Segment of a Pairing.

N. Inflight Evaluator

An IFC certified to conduct an Inflight Operating Experience (IOE) or a Requalification Experience (ROE) will be paid an additional two dollars (\$2.00) per block hour for each required Flight Segment of a Pairing.

O. Holiday Pay

An IFC scheduled to fly on New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day (July 4th), Thanksgiving Day, and Christmas Day will be compensated at the rate of an additional one (1) times their base pay rate if they are on the Premium Pay Scale and an additional .75 times if they are on the Straight Pay Scale for the credit hours actually flown (scheduled or actual, whichever is greater) between midnight and midnight Base Local Time. This includes any Deadhead time.

1. An IFC must work her/his entire Pairing containing the Holiday Pay day to be eligible for the additional pay.
2. Holiday Pay shall be no less than four (4) hours of credit for the day.
3. IFCs required to layover at a Blue City on the Holidays listed above, but do not fly, will receive four (4) hours of pay at their base pay rate.
4. IFCs on Home Reserve or Airport Standby and do not fly will receive an additional four (4) hours at their base pay rate (above their monthly guarantee).
5. If an IFC's Pairing is modified by Crew Services because of operational requirements, any Holiday Pay in the Pairing will be guaranteed for the greater of the Pairing's Holiday Pay or what was actually flown on that day.

P. IFCs operating in the non-MINT/OBL F1 or Crew Lead position will be paid an additional two dollars (\$2.00) per flight block hour for all Flight Segments.

Q. International Customs Clearance Pay

IFCs will receive an additional two dollars (\$2.00) stipend (not per hour) when the last Segment of her/his Pairing is a qualifying International Segment that ends in the United States from cities that do not pre-clear US Customs. International Customs Clearance Pay is not guaranteed in the event of a flight cancellation or a Pairing modification, and when an IFC requests Self-Deadhead on the last International Segment of a Pairing or a mid-Pairing removal.

R. MINT/OBL Pay

An IFC operating as a MINT or Onboard Leave (OBL) Crewmember will be paid an override of six dollars (\$6.00) per block hour for the F1 position and an override of four dollars (\$4.00) per block hour for the F2 position. The Company may, at its discretion, increase the MINT/OBL override after meeting with the Union to explain

the reason(s) for the increase. If the Company increases the MINT/OBL override, the new rate will become contractual and cannot be reduced.

S. International Pay

IFCs will receive an additional one dollar and twenty-five cents (\$1.25) per block hour flown on all International Flight Segments. International pay does not apply to Deadhead time and Self-Deadheads.

T. IFCs will be eligible for the Blue Bucks Program if offered by the Company.

U. Redeye Pay

An IFC who operates flights during a Redeye Period will be paid fifty cents (\$.50) per flight block hour for all hours worked during the Redeye Period.

V. Junior Assignment Pay Rate (JRA)

1. The pay credit for a junior assignment will be paid as a separate pairing, even if combined with OSP. JRA pay is an additional .4 times the base rate for IFCs on the Premium Pay Scale or an additional .35 times the base rate for IFCs on the Straight Pay Scale.

W. Required Training

1. IFCs will be paid five (5) block hours for the CQT required footprint. If the CQT footprint is expanded by one (1) or more days after the date of signing of this Agreement, the parties will meet to discuss whether the training pay for CQT should be adjusted.
2. Additional required training during the year will be paid at one (1) block hour per two (2) hours of training, up to a maximum of five (5) hours per day.
3. IFCs will be paid 0.5 block hours for each QDL.
4. IFCs will be paid five (5) block hours per day for initial domestic or TransAtlantic MINT training.
5. IFCs will be paid at one (1) block hour per two (2) hours of training, up to a maximum of five (5) hours per day for Requalification Training.

X. Deadhead Pay

IFCs will be paid and credited one hundred percent (100%) for all Deadhead flight block hours.

Y. Drug and Alcohol Testing Pay

IFCs will receive thirty (30) minutes at their base pay rate each time they are called upon for random drug and/or alcohol testing.

Z. JRA Out Of Base

IFCs Junior Assigned to originate a Pairing from a Blue City, other than their Base, will receive Deadhead pay and credit from their Base as if they had originated the Assignment out of their Base. Junior Assignment pay will be paid only on Segments that are operated by the IFC.

AA. Call-No-Go (CNG)

When an IFC is called out from home Reserve for a Pairing within her/his call-out period, and is called off more than fifteen (15) minutes after the original call but before Report time, the IFC shall receive a Call-No-Go (CNG) credit of two (2) hours. This credit is applied to the monthly line value for a Reserve called out during a Reserve Period and above guarantee for a Reserve on a day off, or to a Lineholder's monthly credit.

BB. Show-No-Go (SNG)

Should an IFC be called out from home Reserve for a Pairing or Assignment, and the Pairing or Assignment is subsequently called off at or after Report time, the IFC shall receive a Show-No-Go (SNG) credit of 4:12. This credit is applied to a Reserve's monthly line value or a Lineholder's monthly credit.

CC. Pay Protection

Pay credit values of an OSP will be pay protected for involuntary losses of flight time. IFCs will receive no less than the original credit value of the OSP.

In order to be eligible for pay protection, Lineholders must be available for Reassignment unless released. Reserves who have reported for a Pairing at scheduled Report time will be pay protected in the same manner and may be placed back on Reserve.

Regardless of the number of modifications, pay protection is based on the OSP versus the actual Pairing.

If flight/credit time is lost through no fault of the IFC, she/he will be pay protected for RIGs.

Pay protection does not apply for loss of flight time caused by the IFC Reporting late.

DD. Extended Duty E14/16/18 Pay

IFCs will receive an additional 1.0 times base rate (Premium Pay Scale) or .75 times pay (Straight Pay Scale) for the Segment(s) (Deadhead or operating) over the 14/16/18 hour mark when they elect to remain on Duty under the provisions of Article 7, Paragraph A.3 of this Agreement. This pay only applies to Segment(s) that extend beyond the 14/16/18 hours of extended Duty, not the entire Duty Period.

- EE. Rescheduled Pairing Pay
When an IFC is Rescheduled to fly beyond the footprint of her/his OSP (the originally scheduled start and finish times) she/he will be paid at an additional 1.0 times base rate for all credit that falls outside the OSP. If the Reschedule involves a Layover that carries into a scheduled day off the pay credit for the additional flying day will be 4:12 or actual credit outside OSP, whichever is greater.
- FF. SupBlumentary Pay
This pay category recognizes time spent on early boarding, equipment checks, deplaning, and checking in. IFC will receive one dollar (\$1.00) per hour from Report to Release per Duty Period.
- GG. Extra Segment Assignment (EXA)
IFCs will receive an additional .4 times base rate (Premium Pay Scale) or an additional .35 times pay (Straight Pay Scale) when an additional Segment or Segments are added inside the OSP Footprint.
- HH. RSA Pay
If an IFC sits an RSA period and is not given an Assignment, she/he will receive six (6) hours pay (at Premium if on the Premium Pay Scale) which is paid above guarantee. If an IFC is given an Assignment during an RSA period, she/he will be compensated an additional 1.0 times her/his base rate if she/he is on the Premium Pay Scale and an additional .75 times if she/he is on the Straight Pay Scale for the Pairing credit or six (6) hours whichever is greater.
- II. Airport Standby Pay (ASB, LSB, ASL, etc)
1. IFCs will be credited one (1) hour for every two (2) hours of Airport Standby from the original Report time of the Airport Standby period until the scheduled Report time of the assigned Pairing or Duty RIG value, whichever is greater.
 2. IFCs who sit a minimum of five (5) hours Airport Standby will be credited for the full six (6) hour period.
 3. Any non-MINT Airport Standby codes will be credited 4:12.
 4. IFCs in MINT Qualified Roles will receive full credit of five (5) hours.
 5. IFCs released early from Airport Standby will receive full credit of 4:12.
 6. IFCs released early from MINT/TransAtlantic Airport Standby will receive full credit of five (5) hours.
 7. IFCs who have their Airport Standby period extended past six (6) hours will be credited one (1) hour for every one (1) hour of time beyond the six (6) hours, prorated minute for minute.
 8. IFCs will be paid one (1) hour of flight time for every one (1) hour sat, prorated minute for minute, from the end of the originally scheduled Airport Standby period until the Report time of the assigned Pairing.

9. If assigned a Pairing that is scheduled to report after the Airport Standby was scheduled to end, IFCs will be credited with the full Airport Standby period credit, in addition to the value of the Pairing.
10. Airport Standby duty after completing a Pairing on the same day will be paid one (1) hour of credit prorated minute for minute for every hour extended.

JJ. Travel Training Pay (TVA, TVP, LVA, LVP, etc)

1. Travel pay will be paid according to Article 15, Paragraph C.2.
2. If the total travel scheduled is extended due to changes in flight schedules, IFC travel pay will be adjusted to be commensurate with the additional travel time.
3. The travel time is based from the IFC's assigned Base to the training facility.

KK. Premium Pairings

Pairings made available in the Premium First Come, First Serve Window in Article 11, Paragraph A.9. will be compensated an additional .65 times the base rate for IFCs on the Premium Pay Scale or an additional .50 times the base rate for IFCs on the Straight Pay Scale for every credit hour.

ARTICLE 24

PAID TIME OFF (PTO)

A. General

1. Accrual

| Effective on Date of Signing | PTO Accrual Per Month | PTO Hours Per Year | VPTO Accrual Per Month | VPTO Hours Per Year | Total Annual Accrual |
|------------------------------|-----------------------|--------------------|------------------------|---------------------|----------------------|
| 1-4 | 6.08 | 73 | 2.92 | 35 | 108 |
| 5-9 | 7.58 | 91 | 2.92 | 35 | 126 |
| 10-19 | 9.08 | 109 | 2.92 | 35 | 144 |
| 20 + | 9.08 | 109 | 2.92 | 35 | 144 |

| Effective January 1, 2023 | PTO Accrual Per Month | PTO Hours Per Year | VPTO Accrual Per Month | VPTO Hours Per Year | Total Annual Accrual |
|---------------------------|-----------------------|--------------------|------------------------|---------------------|----------------------|
| 1-4 | 6.08 | 73 | 2.92 | 35 | 108 |
| 5-9 | 7.58 | 91 | 3.59 | 43* | 134 |
| 10-19 | 7.58 | 91 | 5.83 | 70 | 161 |
| 20 + | 9.00 | 108 | 5.83 | 70 | 178 |

| Effective January 1, 2024 | PTO Accrual Per Month | PTO Hours Per Year | VPTO Accrual Per Month | VPTO Hours Per Year | Total Annual Accrual |
|---------------------------|-----------------------|--------------------|------------------------|---------------------|----------------------|
| 1-4 | 6.08 | 73 | 2.92 | 35 | 108 |
| 5-9 | 8.92 | 107 | 2.92 | 35 | 142 |
| 10-19 | 8.92 | 107 | 5.83 | 70 | 177 |
| 20 + | 11.83 | 142 | 5.83 | 70 | 212 |

*For the 2023 accrual only, the additional eight (8) hours accrued in the VPTO bank for years 5-9 will be moved to the IFC's PTO bank in December 2023.

Example: Effective January 1, 2023, at the completion of nine (9) years of service, an IFC shall begin to accrue 5.83 hours of VPTO per month on a prorated basis, provided, she/he accrues one hundred five (105) hours of credit per calendar quarter in accordance with this Article 24, Paragraph A.1.a.

- a. An IFC shall accrue PTO credit for a Bid Period in which an IFC receives at least thirty-five (35) hours of credit, and V-PTO for a quarter in which she/he receives at least one hundred five (105) hours of credit, alone or in conjunction with other benefits. Examples include, but are not limited to, training, PTO, VPTO, Union Flight Pay Loss (does not include Short Term or Long Term Disability benefits or PTO sellback).
- b. A new hire IFC shall begin to accrue PTO and VPTO on a prorated basis beginning on the first day of initial training class. An IFC may not use PTO until after completing initial training including OE.
- c. A new hire IFC shall have her/his accrued VPTO applied to her/his PTO bank for the calendar year in which she/he was hired.
- d. A Crewmember transferring from another department will accrue PTO and VPTO based on her/his date of hire with the Company and will carry any bank with her/him to the IFC position.

2. Maximum PTO Bank: five hundred ten (510) hours

An IFC who does not elect to use or cash out PTO in accordance with this Agreement, will not accrue PTO in excess of five hundred ten (510) hours.

B. Vacation

1. Allocation

- a. The Company will allocate the required vacation weeks for the following year per IFC based on her/his completed years of service at the end of the current year plus five percent (5%).
- b. A new hire IFC will not be required to bid for vacation the following year and the Company will not allocate any vacation weeks for such IFC.
- c. Effective September 2022, all non-new hire IFCs will be required to bid for and take one (1) week of vacation in the following year. In 2023, during the vacation bid, all non-new hire IFCs with ten (10) or more completed years will be required to bid for two (2) weeks of vacation to be used in 2024.

Effective January 1, 2023:

| Year of Service | Completed Years | Annual Accrual | Allocation for Next Year | Required Bid for Next Year |
|------------------------|------------------------|-----------------------------|---------------------------------|-----------------------------------|
| 1 | 0 | pro-rated 1 week (35 hours) | 0 weeks | 0 weeks |
| 2 | 1 | 1 week (35 hrs) | 1 week | 1 week |
| 3 | 2 | 1 week (35 hrs) | 1 week | 1 week |
| 4 | 3 | 1 week (35 hrs) | 1 week | 1 week |
| 5 | 4 | 1 week (35 hrs) | 1 week | 1 week |
| 6 | 5 | 1 week (35 hrs) | 1 week | 1 week |
| 7 | 6 | 1 week (35 hrs) | 1 week | 1 week |
| 8 | 7 | 1 week (35 hrs) | 1 week | 1 week |
| 9 | 8 | 1 week (35 hrs) | 1 week | 1 week |
| 10 | 9 | 2 weeks (70 hrs) | 1 week | 1 week |
| 11 | 10 | 2 weeks (70 hrs) | 2 weeks | 2 weeks |
| 12 | 11 | 2 weeks (70 hrs) | 2 weeks | 2 weeks |
| 13 | 12 | 2 weeks (70 hrs) | 2 weeks | 2 weeks |
| 14 | 13 | 2 weeks (70 hrs) | 2 weeks | 2 weeks |
| 15 | 14 | 2 weeks (70 hrs) | 2 weeks | 2 weeks |
| 16 | 15 | 2 weeks (70 hrs) | 2 weeks | 2 weeks |
| 17 | 16 | 2 weeks (70 hrs) | 2 weeks | 2 weeks |
| 18 | 17 | 2 weeks (70 hrs) | 2 weeks | 2 weeks |
| 19 | 18 | 2 weeks (70 hrs) | 2 weeks | 2 weeks |
| 20 | 19 | 2 weeks (70 hrs) | 2 weeks | 2 weeks |
| 21+ | 20+ | 2 weeks (70 hrs) | 2 weeks | 2 weeks |

2. Distribution

- a. A minimum of four percent (4%) of the allocated vacation weeks will be distributed per month, except the Company may designate three (3) months each year to have a minimum distribution of three percent (3%) (all three of which cannot be June, July, and August in one calendar year).
- b. The number of vacation weeks shall be evenly distributed throughout the month.
- c. A vacation week will be counted toward the month in which the vacation week begins.
- d. The remaining weeks of vacation shall be distributed at the Company's discretion.

3. Base

- a. If an IFC has a change in Base in the vacation year, she/he will not carry her/his awarded vacation week(s) into the new Base.
- b. If a new Base is opened, an IFC awarded a vacancy in the new Base shall retain her/his awarded vacation bid.

4. Annual Vacation Bidding

- a. Effective September 2022, each IFC must bid one (1) week in the first round of the annual vacation bid except those who are not eligible and/or required to.
Effective in 2023, each IFC must bid two (2) weeks in the first round of the annual vacation bid except those who are not eligible and/or required to.
- b. IFCs who fail to bid their required weeks shall be awarded unassigned vacation weeks after the award has been processed. Assignments will be in seniority order starting from the last open vacation week in the vacation year.
- c. Vacation weeks shall consist of seven (7) consecutive days.
- d. Prior to the annual vacation bidding, the Company will declare whether the start of the vacation weeks is either a Saturday, Sunday, or Monday.
- e. Fifty-two (52) vacation weeks in a calendar year shall be available for bid.
- f. There shall be two (2) rounds of vacation bidding.
- g. Each IFC may bid up to two (2) weeks in the first round, and up to three (3) additional weeks in the second round. Fifty percent (50%) of the weeks of vacation that are not bid upon will be made available in the Vacation Open Time Window.
- h. VPTO shall be used for bidding the required week(s) of vacation.
- i. An IFC may utilize PTO to supplement an insufficient VPTO bank for bidding the required week(s) of vacation. In addition, PTO may be used for bidding additional weeks in the first or second round of vacation bidding.
- j. An IFC with more than one (1) year of completed service shall be permitted to bid one (1) week of vacation in accordance with normal bidding procedures, regardless of her/his VPTO balance.
- k. Vacation Open Time Window
 - i. Following the vacation award, the Vacation Open Time Window will be opened to allow vacation Adds or Swaps. Vacation Drops are also allowed for non-required vacation weeks.
 - ii. An IFC may Add or Swap, on a first come, first serve basis, vacation week(s) in the Vacation Open Time Window in FLICA.
 - iii. The Vacation Open Time Window closes on the first (1st) day

of the Planning Month for which the vacation is scheduled (e.g., the Open Time Window for vacation weeks scheduled in September closes on July 1). Once the Vacation Open Time Window closes, all vacation awards are final.

- iv. Open vacation weeks shall be awarded according to the IFC's Base as of the date of the vacation week being Added or Swapped into.
- v. Transactions that conflict with a scheduled training event will not be approved.

| Vacation Round | Bid Open | Bid Close | Award Posted |
|-----------------------|-----------------|------------------|---------------------|
| First Round | Oct 1 | Oct 13 | NLT Oct 17 |
| Second Round | Oct 18 | Oct 24 | NLT Oct 28 |

5. Awarding

- a. The Company shall award vacation in seniority order within Base.
- b. An IFC awarded a vacancy in a System Bid will bid for vacation according to her/his Base for the vacation period being bid (based on her/his bid effective date).
- c. An IFC will not be awarded a vacation week conflicting with published training dates.

6. PBS Vacation Slide

An IFC may slide her/his vacation three (3) or fewer Calendar Day(s) in either direction during the PBS bidding process, provided the slide stays within the Bid Period and does not conflict with a Critical Coverage Period or out of a coverage award.

7. Vacation Split

A vacation split shall not occur prior to the First Come, First Serve Window opening for the Bid Period in which the week is being split. One (1) vacation week may only be split into two (2) periods, which must fall on existing days off. The requested split must keep all vacation days within the confines of the Bid Period the days were awarded.

8. Pay and Credit

Vacation will be paid and credited at thirty-five (35) hours per week. The IFC's VPTO bank will be debited thirty-five (35) hours per week. An IFC with fewer than thirty-five (35) hours of VPTO, who does not supplement with PTO at the time of her/his vacation, shall be paid the balance of her/his VPTO bank.

9. Flying on Vacation

- a. An IFC may pick up Pairings/VJA/RSA on vacation days.
- b. A Lineholder will be paid for the vacation period and added Pairings/VJA/RSA. A Reserve will be paid above the Reserve guarantee for added Pairings/VJA/RSA.
- c. An IFC may not pick up Pairings/VJA/RSA on vacation days while any IFC is on involuntary furlough.

10. Trading Vacation between IFCs

IFCs in the same Base may Trade vacations with one another on a one for one basis using FLICA. A vacation Trade may not result in a conflict for either IFC.

11. LOA/OJI

- a. An IFC may use VPTO to be paid for any vacation period(s) scheduled during her/his LOA/OJI.
- b. An IFC on LOA/OJI may cash out her/his PTO (after exhaustion, may cash out her/his VPTO) not to exceed ninety (90) hours of compensation alone or in conjunction with other benefits for any month.
- c. Return from an LOA/OJI:
 - i. An IFC on LOA/OJI may bid during the annual vacation bid. An IFC who does not bid during the annual vacation bid is not subject to this Article 24, Paragraphs B.4.a and B.4.b and may Add vacation week(s) from the Vacation Open Time Window.
 - ii. An IFC who does not bid or pick up vacation will have her/his VPTO paid out at the end of the year.
- d. An IFC who is on LOA/OJI during her/his awarded vacation shall be able to Swap her/his vacation to another available week.
- e. An IFC who does not Swap into another week or elect to be paid in conjunction with this Article 24, Paragraph 11.a shall have her/his VPTO bank reccredited. If the week of vacation is not utilized within the same calendar year, it will be paid out at the end of the year.
- f. An IFC who elects to deplete her/his VPTO during LOA/OJI shall retain, at her/his option, any of her/his awarded vacation regardless of whether any portion of her/his week(s) of vacation is unpaid.

12. Awarded vacations that are Dropped or removed for any reason shall be placed back into Open Time prior to the first day of the Planning Month of the scheduled vacation, except that a furloughed IFC's vacation will not be placed back into Open Time.

13. Contact during Vacation

An IFC shall not be required to be contactable or keep the Company advised of her/his whereabouts while on vacation.

14. Vacation Cancellation/Postponement

- a. The Company will not cancel/postpone an awarded vacation unless due to operational necessity. The Company shall notify the Union of any such need as soon as it becomes aware.
- b. The Company will offer voluntary cancellation/postponement in seniority order.
- c. The Company will cancel/postpone vacations in reverse seniority order.
- d. The Company will notify the IFC in writing prior to the first day of the Bidding Month of the scheduled vacation week being cancelled.
- e. Within thirty (30) days of written notice of cancellation/postponement, the IFC may elect to have her/his vacation rescheduled based on her/his preference and staffing levels. A rescheduled vacation will not be cancelled/postponed.
- f. If an IFC elects not to reschedule a cancelled/postponed vacation, her/his bank will be recredited. If the week of vacation is not utilized within the same calendar year it will be paid out at the end of the year.
- g. Any financial loss incurred by an IFC as a result of the cancellation/postponement shall be immediately reimbursed by the Company when supported by receipts.

C. Sick

1. A Reserve who calls out sick (including an IFC who has been assigned a Pairing who calls out sick prior to Report time) shall have 4:12 deducted from her/his PTO bank for each day she/he has called out sick. A Reserve who calls out sick prior to reporting for an assigned Pairing shall be placed back on Reserve for any day(s) in her/his Reserve block for which she/he does not call out sick.
2. A Lineholder who calls out sick prior to Report time shall have the value of the Pairing deducted from her/his PTO bank.
3. Sick call at or after Pairing Report:
 - a. The IFC shall be paid for the portion of the Pairing completed

- and have the remainder paid and deducted from her/his PTO bank.
- b. The IFC shall be booked positive space travel on JetBlue back to her/his Base at the earliest opportunity when she/he is fit to travel.
 - c. An IFC who is away from Base shall continue to receive lodging until she/he is fit to travel.
4. An IFC who has called out sick may exercise pass/jumpseat privileges for the purposes of returning home or receiving care.
 5. A Lineholder calling in well:
 - a. May pick up Pairing(s) from Open Time, or, by mutual agreement between the IFC and Crew Services, rejoin her/his Pairing, or add Reserve day(s).
 - b. May not pick up a Pairing or add Reserve on the first day of a Pairing for which she/he has called out sick.
 - c. Shall be paid for an assigned/awarded Pairing(s) or added Reserve day(s) in addition to the PTO credit deducted as a result of the sick call. If the Crew Management System is able to automate fly back and, at the IFC's option, her/his PTO Bank shall be re-credited a value of five (5) hours for each Calendar Day that overlaps the original Assignment, provided:
 - i. The IFC notifies Crew Services on the first day of the assigned/awarded Pairing(s); and the Pairings begin in the same Bid Period.
 - 1)Example: An IFC calls out sick for an original 4-day Pairing worth twenty-three (23:00) hours. The IFC calls in well on day two (2) and picks-up a 4-day Pairing that begins on day three (3) of the original Pairing worth twenty-one (21:00) hours and notifies Crew Services of desired PTO re-credit. In this circumstance, thirteen (13:00) hours will be deducted/paid from her/his PTO bank and ten (10) hours will be re-credited into her/his PTO bank, in addition to twenty-one (21:00) hours of pay for the Pairing. Total credit in this example will be thirty-four (34:00) hours.
 6. A Reserve who calls in well shall be placed back on her/his subsequent Reserve Period(s) regardless of whether she/he was

assigned a Pairing at the time of the sick call. A Reserve's PTO Bank will be re-credited 4:12 for each Reserve day placed back on her/his schedule after she/he calls in well. A Reserve may not be placed back on Reserve on the same day she/he calls in well.

D. Planned Personal Time Off

1. Pre-Assigned PTO (APTO)

On a monthly basis, Crew Planning may offer time off bids. Bid processing occurs as follows:

- a. Crew Planning determines APTO availability for each Operating Month.
- b. APTO bid announcements will publish the number of available time off periods for each Base.
- c. IFCs submit bids through FLICA.
- d. APTO Bidding occurs two (2) weeks prior to the Planning Month.
- e. Bids are awarded in seniority order.
- f. APTO opportunities are for a minimum of three (3) consecutive days.
- g. APTO will not be awarded if the IFC does not have sufficient PTO at the time of the award.
- h. Once awarded, IFCs cannot Drop, Swap, or move these days.
- i. Pairings may not be added or assigned over the APTO period.
- j. The value of an APTO day is five (5) hours.

E. Payment for VPTO/PTO

1. Once per month, an IFC may cash out PTO in her/his PTO bank, provided there are at least one hundred (100) hours of PTO in the IFC's PTO bank after the cash out.
2. In addition to this Article 24, Paragraph E.1, each December, an IFC may cash out up to twenty-five percent (25%) of the PTO in her/his PTO bank.
3. The Company shall pay an IFC, who cashes out PTO pursuant to this Article 24, Paragraphs E.1 - 2, the value of the sold PTO at the IFC's regular rate of pay.
4. The Company shall pay an IFC, who retires or separates from the Company, or who is furloughed by the Company, the value of the VPTO/PTO in the IFC's VPTO/PTO bank, as of the date the IFC's JetBlue employment ceases, at the IFC's regular rate of pay.
5. Upon the death of an IFC, the Company shall pay the IFC's designated beneficiary or, if none, the IFC's estate the value of the

VPTO/PTO in the IFC's VPTO/PTO bank, as of the date of the IFC's death, at the IFC's regular rate of pay.

F. Transfer of PTO

An IFC may transfer up to fifty percent (50%) of the PTO in her/his PTO bank to another IFC in accordance with Company policy, provided there are at least thirty-five (35) hours of PTO in the IFC's PTO bank after the transfer.

G. Vacation week with a Full Line (PTX)

PTX guarantees vacation time off during the bid process and Crew Planning will attempt to build as many hours as possible in the remaining days.

1. After vacation weeks have been awarded, IFCs have the option to change their vacation week to PTX.
2. A vacation week is changed to PTX by sending an email to CrewPlanning@jetblue.com no later than the first day of the Planning Month prior to the Operating Month of the scheduled vacation (e.g., for vacation scheduled in October, IFCs must notify Crew Planning no later than August 1st).
3. PTX awards cannot be adjusted forward or backward with PBS.

ARTICLE 25

LEAVES OF ABSENCE

IFCs shall be free from Duty during all leaves identified in this section. An IFC may not engage in aviation employment, other than military service, while on a leave of absence without the advance written permission of the Company.

A. Notification to Union

The Company shall notify the Local President or her/his designee via email when any personal leaves of absence (PLOA) are granted in excess of three (3) consecutive months.

B. Personal Leave

An IFC may make a written request for a PLOA to Inflight Base Leadership and Leave Administrator. Any such request is subject to the written approval of Inflight Base Leadership. When such leave is granted, the IFC shall retain and continue to accrue seniority and longevity.

1. A PLOA may be granted for an initial period up to twelve (12) months and in thirty (30) day increments.
2. Additional extensions up to six months in thirty (30) day increments may also be granted.
3. Any extension must be requested prior to the end of the approved PLOA for approval.
4. The total leave time for a single PLOA may not exceed three (3) years. This time will run concurrently with the Family Medical Leave Act (FMLA) or Short Term Disability (STD) or Long Term Disability (LTD) when applicable.
5. IFCs who need to return to work prior to their initial approved return date must make the request through the Company's Leave Administrator.
6. IFCs on a PLOA may attend training events without having to return to Active Status in order to avoid dequalifying.

C. Bereavement & Emergency Leave

1. In the event of the death of an immediate family member, an IFC may take up to five (5) consecutive Calendar Days of paid time off from scheduled work (Pairing or Reserve days).
2. Appropriate documentation will be required by Inflight Leadership.

3. "Immediate family member" is defined as a mother, father, spouse, child, brother, sister, grandparent, great grandparent, grandchild or great grandchild. The mother, father, brother, sister, grandparent or great grandparent of the IFC's spouse or IFC's registered domestic partner are included. The IFC's step-relatives (as defined by "immediate family member" above), relatives by adoption, legal dependents, custodial relatives, and registered domestic partners and their children are also included in this definition.
4. An unpaid extension may be granted with the approval of the Director of Inflight or her/his designee, however, PTO/VPTO in accordance with Article 24 may be utilized.
5. Emergency Leave: For circumstances not covered by the paragraph above, PTO/VPTO in accordance with Article 24 may be utilized for serious situations with the approval of the Director of Inflight or her/his designee.

D. Military Service

An IFC will be granted a military service leave of absence in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable laws.

E. Family and Medical Leave

1. An IFC will be granted leave in accordance with the Family and Medical Leave Act of 1993 as amended.
2. An IFC on FMLA must use her/his PTO/VPTO in accordance with Article 24 for time missed.

F. Medical Leave of Absence

1. An IFC who becomes aware that she/he cannot perform flight duties for more than seven (7) consecutive days due to sickness, disability, or injury will be granted an unpaid medical leave of absence, provided the IFC complies with this Article 25, Paragraph F.2. This provision does not restrict the right to use PTO/VPTO in accordance with Article 24, or other forms of paid leave while on medical leave of absence.
2. An IFC may be required to provide medical certification to be granted the medical leave of absence. After the IFC is granted medical leave of

absence, the Company may require the IFC to provide medical certification of the on-going need for the medical leave of absence. An IFC who fails to comply with this paragraph will be deemed to have resigned.

3. An IFC may remain on medical leave for up to three (3) years, which may be extended in accordance with the Americans with Disabilities Act (ADA). This will run concurrently with FMLA, STD, or LTD when applicable.

G. Parental Leave of Absence

1. An IFC with at least ninety (90) days of service may request up to twelve (12) months of Parental Leave following the birth or adoption of a child. Such leave must fall within the twelve (12) months following the birth/adoption date.
2. An IFC must submit a request for a Parental Leave to the IFC's designated leave administrator within thirty (30) days of the child's birth or adoption with the requested LOA time span. Documentation such as a birth certificate or adoption paperwork must be provided to the IFC's designated leave administrator prior to approval.
3. IFCs on a Parental Leave may attend training events without having to return to Active Status in order to avoid dequalifying.
4. FMLA, STD, LTD, State/Federal Paid Family Leave, and Parental Leave will run concurrently when applicable, but concurrent leaves do not affect the total time allowed for each leave type.
5. An IFC may use accrued PTO or VPTO in accordance with Article 24 for compensation during any Parental Leave.
6. Any extension must be requested prior to the end of the approved Parental Leave for approval. Any extension must fall within the twelve (12) months following the birth or adoption of the child.
7. IFCs who need to return to work prior to their initial approved return date must make the request through the Company's Leave Administrator.

H. Jury Duty / Court Appearance Leave

1. The Company should be notified by an IFC of any impending jury duty as soon as possible.
If the IFC is required to be available for or does serve jury duty:
 - a. Jury duty is credited at the rate of five (5) hours per day when the absence is known prior to the award of the monthly schedules, and

will count towards Premium Pay. Pairings removed for jury duty notices received after the monthly schedules have been awarded will be paid at the value of the Pairing(s) removed and will compute toward minimum pay guarantee and Premium Pay. Reserve days removed for jury duty hold zero (0) credit, but are included in the monthly guarantee.

2. When the Company removes a Pairing for jury duty based on the jury duty obligation, such Pairings will be placed in Open Time in accordance with Article 11, Paragraph C.
3. Time missed from work for jury duty, court summons, or subpoena will not affect IFC attendance or record improvement.
4. The IFC will furnish written proof of the days required to be available for or served on jury duty as soon as possible after receiving the notification.
5. If jury duty touches the weekend of an assigned Pairing, the entire Pairing will be pay protected for the necessary days off.
6. If an IFC must serve on jury duty or court summons in a city other than her/his Base, PTO for travel purposes to/from Base may be used. This must be immediately preceding and/or following the jury duty or court summons assignment.
7. If required to attend a non-jury duty related court proceeding, the IFC may elect to UTO or use PTO to take time off for day(s) required in court provided the IFC can furnish a copy of the subpoena or other court document.
8. Company required court appearances will be treated as jury duty for the purposes of above.

I. Union Leave

Upon request by the Union President or her/his designee, an IFC will be granted a leave of absence to accept a full-time position with the Union (Local or International) and shall continue to accrue seniority and longevity during such leave. An IFC on Union Leave will be considered an active Crewmember and will retain all Company benefits and privileges.

J. Website Access

An IFC on a LOA shall have access to MyIDTravel, Company email, BCSS, FLICA, PBS, and QDL (or their equivalents).

K. Eligibility to Bid

An IFC on leave shall be required to maintain a standing bid in the System Bid process in the same manner as an active IFC.

L. Returning from Leave

1. An IFC returning from a leave of absence shall return to her/his former Base and Status unless awarded a change in a System Bid.
2. Pay shall resume for an IFC returning from any leave of absence on the date the IFC returns to work.
3. An IFC who fails to return from an approved leave of absence will be deemed to have resigned and will forfeit all seniority and longevity.

M. General

1. An IFC on an unpaid leave of absence may use PTO/VPTO in accordance with Article 24 unless otherwise provided herein.
2. Time missed from work while on an approved leave of absence will not affect IFC attendance or record improvement.
3. An IFC on an approved leave of absence will continue to retain and accrue seniority and longevity unless otherwise provided herein.
4. An IFC will receive a seven (7) scheduled working day leave of absence with pay if she/he is subjected to a hijacking, sabotage, act of terrorism, or war, or is involved in an aircraft accident requiring emergency evacuation where the slide is deployed. This leave may be waived by the IFC. The Company will evaluate leave requests for death in flight where the crew administers lifesaving measures on a case by case basis.
5. IFCs on Leave, except for any type of Medical Leave of Absence may, but are not required to, complete QDL (or their equivalents) in order to avoid Dequalification, without having to return to Active Status.
6. All light duty assignments shall be mutually agreed upon by the Company and IFC.

ARTICLE 26
EXPENSES

A. HOTELS AND TRANSPORTATION

1. IFCs will be provided a single occupancy hotel room during Layovers while on a Pairing and any training away from Base.
2. Upon request, an IFC will be provided with a single occupancy hotel room for an unscheduled overnight in Base that is followed by a Duty Period.
3. IFCs will not be accommodated at “The Lodge” during any planned Layover, but may be at any other time a hotel room is required.
4. IFCs will be provided a hotel room upon request for any sit (Block-to-Block) greater than or equal to five (5) hours whether scheduled or unscheduled. Hotel rooms are not required during periods of rolling delays in which sit time cannot be adequately forecasted.
5. If a scheduled hotel shuttle or other transportation is not at the curb when the IFC/Crew arrives, she/he must call the provider for a status update. If the scheduled transportation provider does not arrive after waiting twenty (20) minutes at the curb, IFCs may take alternate transportation (such as a taxi or rideshare). If the hotel or scheduled transportation company does not pay for the alternate transportation, IFCs must submit for reimbursement according to Company policy and will be reimbursed for transportation expenses incurred from the airport to the hotel.
6. For Layovers greater than 16:59 hours (“long stay”) (scheduled Release to Report), lodging will be provided at a downtown or beach/oceanfront or within easy and safe walking distance to an area of the city or its suburbs with a choice of full-service restaurants and entertainment options.
7. Scheduled transportation time to a hotel/airport shall be no greater than thirty (30) minutes on a short-stay domestic Layover.
8. Hotel pickup times utilizing a car service shall be adjusted to the time of day and day of week of planned travel so IFCs are not anticipated to arrive at the gate more than fifteen (15) minutes prior to scheduled Report time. Hotels that provide transportation to the airport shall have an on-demand service or a minimum frequency of twice hourly during all times IFCs are scheduled to depart the hotel.
9. For the purpose of surface transportation, the Company shall provide safe, clean, reliable, and secure transportation for IFCs. Items used to determine the suitability of a transportation business partner or hotel transportation should include, but are not limited to:

- a. Equipped with operable HVAC
 - b. Size of shuttle sufficient for crew size and luggage (middle seat in the back seat of a car will not normally count).
 - c. In-shuttle communication (e.g. 2-way communication; not texting).
 - d. In the event IFCs are scheduled to be transported via ground transportation with customers, the IFC must concur. If IFCs do not concur, Crew Services will make alternate accommodations for ground transportation.
10. IFCs will have five (5) members designated by the Union on the Hotel Committee. The TWU Hotel Committee will participate in site visits to select IFC hotels and provide feedback to the Company. The Company will consider TWU Hotel Committee input in making the final selection. The TWU Hotel Committee will be provided with access to any hotel feedback from IFCs including databases maintained by the Company's business partners.
11. In the event an IFC arrives to a Layover city without a hotel confirmation (hotel pending) or a room is not available at the listed hotel, she/he must contact Crew Services, an Inflight Duty Lead or a member of Inflight Leadership. If accommodation is not provided within one (1) hour after Release to Rest (including Deadhead Segments) and she/he is unable to make contact with Crew Services/Leadership:
- a. IFCs may book a hotel via Concur (Cost Center 5102) or pay out of pocket and submit the expense for reimbursement. IFCs are expected to book a hotel room which meets the requirements of this Agreement at the best available rate in the area.
 - b. In the event an IFC self-books a hotel room, the IFC should contact Crew Services to advise them that a hotel has been secured.
12. An IFC who is not provided a hotel room within two (2) hours after Release will have her/his Duty Period extended until hotel accommodations are secured or she/he has arrived at the hotel if transportation other than local in nature is required. At the start of the Rest Period, the IFC is responsible to ensure her/his Release time accurately reflects these provisions. All applicable provisions of the CBA will apply including premiums, RIGS, etc.
13. When a hotel is not available more than three (3) hours from Release to Rest, IFCs will receive compensation for all flights operated during the Duty Period: Additional 0.40 times base rate (Premium Pay Scale) or additional 0.35 times pay (Straight Pay Scale).
14. Hotel Internet – If an IFC is scheduled to Layover in a hotel that does not

provide complimentary internet service, the IFC may purchase internet and submit for reimbursement up to twenty dollars (\$20.00) per day. IFCs must obtain a receipt and submit for reimbursement within thirty (30) days. Details including date, flight number, and hotel, name/city must be included in the reimbursement request.

B. Hotel Guidelines

Items used to determine suitability of a hotel should include, but are not limited to:

1. Safety/Security
 - a. The Company shall make every effort to select hotels in safe neighborhoods and areas, with suitable hotel security features that meet or exceed BlueWatch's current minimum standards.
 - b. Interior access rooms domestically (internationally as well - unless not an option given the location).
 - c. No rooms on the first floor domestically (internationally as well - unless not an option given the location).
2. Standards
 - a. Clean, comfortable, non-smoking, quiet rooms away from elevators, stairwells, and ice or vending machines.
 - b. A layover hotel shall be a three (3) star or better. The rating system used will be an aggregation of rating systems utilized by the Company's lodging solution business partner. The Company will not utilize user-based review systems to determine hotel star ratings (e.g., Tripadvisor, Yelp).
 - c. Room must contain the following accessories:
 - i. Iron and ironing board
 - ii. Coffee maker preferred
 - iii. Black-out drapes
 - iv. Free in-room wireless internet
 - v. Refrigerator in room preferred
 - vi. Microwave in room preferred
 - d. Dining: The Company will make its best effort to ensure that food options (restaurant on hotel property – preferred) are available for all arriving and departing IFCs. Food cost considerations: The Company shall attempt to obtain a hotel food and beverage discount.
 - e. Fitness center in hotel

3. Miscellaneous

- a. No credit card required for room check-in, including incidentals and phone
- b. Hotel equipped with elevators to guestroom floors – preferred
- c. Phone Access
- d. Expedited check-in (in shuttle or separate at registration desk) – preferred
- e. Rooms ready upon arrival – preferred

4. Amenities

- a. ATM – preferred
- b. Gift shop, market or pantry – preferred
- c. Laundry/Dry Cleaning – preferred
- d. Crew lounge – preferred (international destinations)

C. PER DIEM

- 1. Per Diem - An IFC shall receive an hourly per diem allowance for each hour she/he is away from her/his Base, starting at the required Report time and ending fifteen (15) minutes (thirty minutes (30) for TransAtlantic) after Block-in of her/his last Segment of the Pairing.

| Date | Domestic | International |
|---------------------------|-----------------|----------------------|
| Effective Date of Signing | \$2.15 | \$2.35 |
| Effective 12/1/2022 | \$2.20 | \$2.40 |
| Effective 12/1/2023 | \$2.30 | \$2.50 |
| Effective 12/1/2024 | \$2.40 | \$2.60 |
| Effective 12/1/2025 | \$2.45 | \$2.65 |

- 2. International Per Diem will apply to International Segments and to Pairings or Duty Periods that are exclusively comprised of International Segments.
- 3. An IFC receiving classroom training at her/his Base shall receive per diem for time spent in training.

D. PASSPORTS, VISAS, AND GLOBAL ENTRY

- 1. The Company will reimburse an IFC for the cost of passports, passport renewal, to obtain and/or renew any Visa required to conduct her/his duties as an IFC for the Company and the charge for the government agency’s expediting service when required. Any other associated expenses will be reviewed on an individual basis.
- 2. IFCs with dual citizenship are eligible to expense passport renewal for one passport of their choosing.

3. The Company shall reimburse an IFC for the cost of Global Entry or its equivalent.

E. INOCULATIONS

When the Company operates into a country or region where the Center for Disease Control recommends inoculations/vaccinations, the Company shall reimburse each IFC the cost of any such inoculations/vaccinations if an IFC elects to receive such inoculations/vaccinations.

F. CREW MEALS

1. IFCs who experience a rolling delay of four (4) hours or more (when the IFC is sitting at the airport or onboard an aircraft) may expense a meal (up to \$20). The meal may be purchased in the departure city or upon arrival in the next destination city.

2. IFCs operating transatlantic flights shall be provided a Core cabin meal.

G. PARKING

1. The Company shall provide each IFC parking, free of charge, at her/his Base. If the IFC elects parking for Duty Assignments at her/his Base, which is a Co-Base, the Company shall provide parking, either free of charge or via reimbursement, at all airports included in the Co-Base. In lieu of paid parking, IFCs based in BOS or JFK will be offered transportation cards for use on the city's public transportation system.

2. If an IFC elects to waive parking and (if applicable) transportation cards at her/his Base, the Company shall provide her/him with a stipend of forty dollars (\$40.00) per month.

H. ONBOARD INTERNET

High speed onboard internet on JetBlue aircraft when available, shall be provided free of charge to all IFCs, regardless of whether or not the IFC is on Duty.

ARTICLE 27

HEALTH, INSURANCE AND RETIREMENT PLAN BENEFITS

A. Health and Insurance Benefits

1. During the term of this Agreement, IFCs will be offered Health Plans (Medical/Prescription Drug/Dental/Vision) and Insurance Plans (Disability/Life) that are the same or similar as those Plans made available to all other JetBlue Crewmembers, except Pilots.
2. Eligibility to participate in the Health and Insurance Plans outlined in this Article 27, Paragraph A.1. will be subject to meeting Plan requirements.

B. Retirement Benefits

During the term of this Agreement IFCs will be eligible to participate in the Company 401(k) Plan as defined by the Plan.

C. Profit Sharing

If provided to other Crewmembers by the Company, a Profit Sharing program will be made available to IFCs as defined by the Company.

ARTICLE 28

LANGUAGE OF DESTINATION PROGRAM

The Language of Destination (LOD) Program was created to ensure quality customer service on flights to destinations where the primary language spoken is a language other than English. Although it is not an FAR requirement, LOD flights may be staffed with one or more IFCs who are fluent in the language of destination.

A. Enrollment and Commitment

1. IFCs who joined the LOD program are eligible to Opt Out of the LOD Program when they have served at least two (2) years in the Program. Operational LOD staffing requirements will be evaluated yearly to determine the number of LOD Opt Outs available each year. LOD Opt Outs will be offered based on operational need and may not be available every year. All LOD Opt Outs awarded for the year will be granted in seniority order.
2. IFCs participating in the LOD Program are subject to audits to ensure LOD participants are meeting the Program guidelines listed below:
 - a. **Testing** - Program candidates will be tested to demonstrate their ability to read, speak, write, and translate the language of destination fluently:
 - i. Talent Acquisition or their designee will administer testing for the LOD Program.
 - ii. Candidates for the LOD Program will be notified within seven (7) Business Days regarding the decision for entry into the program.

B. LOD Bidding/Awards

1. Participants in the LOD program are required to bid at least two (2) LOD Pairings each month in the bidding process.
2. LOD IFCs may be awarded more than two (2) LOD Pairings through the unstacking process when an imbalance of LOD Open Time exists. This process will be done in reverse seniority order.
3. If there are excessive LOD Pairings in Open Time after the close of the 48 Hour First Come, First Serve Window, Crew Planning may construct

LOD Move-Up/Hybrid lines in accordance with Article 11, Paragraph B.

C. Crew Base Transfers and Awards

1. LOD IFCs may request Base transfers. These requests will be approved subject to operational needs and granted in Occupational Seniority order.
2. The number of LOD IFCs needed per Base will be determined according to the allocation of LOD flights assigned to each Base.
3. When JetBlue announces new Base opportunities that require LOD flying, qualified LOD IFCs participating in the program may enter their Base preferences in FLICA when the "LOD System Bid" is opened for that Base.
4. If more LOD IFCs bid than are needed in any Base, Base assignments will be granted in Occupational Seniority order.
5. **LOD Base Staffing** - Any Base deemed overstaffed with LOD IFCs may be closed for transfers into that Base until staffing is at required levels. LOD staffing at Bases may be reduced by attrition and voluntary transfers to other Bases.
6. **LOD Assignment on Aircraft** - When two (2) or more LOD IFCs are operating the same Pairing, the IFC's position on the aircraft will determine which LOD IFC will operate in the LOD position. All LOD IFCs will qualify for LOD pay.
7. When upgauging/downgauging aircraft due to operational need, the LOD IFC position must remain on the Pairing if any of the remaining Flight Segments involve LOD flights, regardless of seniority.

D. Modification of LOD Assignments

1. Each designated LOD Pairing should be staffed with at least one (1) Qualified LOD IFC.
2. Crew Services will have the ability to Reassign the most junior LOD IFC(s) of the LOD Pairing, when two (2) or more are on the same Pairing, in order to satisfy an uncovered LOD Pairing. Reassigned LOD IFCs will be pay protected in accordance with Article 23, Paragraph DD.
3. When transitioning between equipment and there are two (2) LOD IFCs on the Pairing, the LOD IFCs will determine who will remain on the Pairing. If no decision can be agreed upon, the following will occur:
 - a. LOD IFCs will decide who will remain on the Pairing in seniority order.
 - b. The LOD IFC(s) who will not be continuing on the Pairing will be removed from the Pairing in accordance with Article 8, Paragraph K.

E. LOD Pay

1. Any LOD IFC operating a qualifying Flight Segment will be paid in accordance with Article 23, Paragraph M.
2. LOD IFCs working the F1 position will be paid in accordance with Article 23, Paragraph P in addition to LOD pay contained in Article 23, Paragraph M.
3. LOD pay is not pay protected in the event of a flight cancellation or Pairing modification.
4. LOD IFCs will not receive LOD pay for any Self-Deadheading on LOD Segments.

F. LOD Trades, Swaps, Pick-Ups and Drops

1. Drops

- a. LOD IFCs participating in the LOD Program may not Drop below their required minimum two (2) Pairings per month.
- b. PTO/UTO does not apply to the minimum requirement of one (1) LOD IFC per Pairing.

2. Trades

- a. An LOD IFC may not Trade out of the last open LOD position on an LOD Pairing unless she/he is trading with another LOD IFC.
- b. LOD IFCs may Trade an existing LOD Pairing with another LOD IFC.
- c. An LOD IFC may Trade below her/his required minimum two (2) Pairings per month provided the LOD Pairing is picked up by another LOD IFC using the TradeBoard.

3. **Swaps** - LOD IFCs assigned an LOD Pairing (where they are the only LOD IFC) may Swap for a non-LOD Pairing in Open Time as long as they do not fall below their required minimum of two (2) LOD Pairings per month.

4. Adds, Trades, Swaps

- a. If an LOD IFC is not awarded at least two (2) LOD Pairings for the month and picks up an LOD Pairing, that LOD Pairing will count towards the minimum requirement and the LOD Pairing cannot be Dropped unless additional LOD Pairings are picked up.
- b. The Pairing can be Traded or Swapped for another LOD Pairing.

ARTICLE 29

QUALIFIED ROLES

A. Domestic Qualified Role Integration

1. The domestic Mint integration period will follow all other qualified role parameters in accordance with this Article with the exceptions of:
 - a. Domestic Mint-qualified IFCs may not pick up over dropped Reserve days;
 - b. Domestic Mint-qualified IFCs may not trade/swap pairings assigned on Reserve days;
 - c. Minimum pairing requirements in accordance with Paragraph A.2 of this Article and in the Domestic Mint Integration Period Minimum Pairing Requirements Chart below;
 - d. As base staffing for Mint Service and Onboard Lead qualified roles is brought up to adequate levels, as determined by the Company and as outlined in paragraph A.2.b of this Article, Minimum Pairing Requirements, during the domestic Mint interim period will be reduced. Mint Service and OBL minimum pairing requirements may be reduced at different times during the Integration period, reduction is qualification-specific and triggered by staffing levels within each qualified role.

2. Domestic Mint Integration Period Minimum Pairing Requirements

| | Qualified Role Integration (Effective July 2, 2021) | Mid 2022 |
|---------------------------|--|------------------|
| Mint Service (MS) | 3 per bid period | 2 per bid period |
| Onboard Lead (OBL) | 3 per bid period | 2 per bid period |

- a. IFCs who participate in the Mint Service or Onboard Lead programs are required to bid for and operate a minimum of three Mint pairings in the Mint Service role (three MS pairings for those MS qualified) or Onboard Lead role (three OBL pairings for those OBL qualified) each bid period.
- b. Once adequate staffing levels have been reached, IFCs who

participate in the Mint Service or Onboard Lead programs will be fully integrated into the JetBlue network and will be required to bid for and operate a minimum of two Mint pairings in the Mint Service role (two MS pairings for those MS qualified) or Onboard Lead role (two OBL pairings for those OBL qualified) each bid period.

B. Transatlantic Qualified Role

1. Eligibility requirements include:
 - a. Application window must be open
 - b. IFC must be in good standing (not on Progressive Guidance) as a qualified domestic Onboard Lead
 - c. IFC must have served a minimum of 3 months as an active OBL unless the Company determines it needs to waive the 3 months minimum, due to operational requirements
 - d. To be eligible to operate Transatlantic flights, IFCs must be Transatlantic Qualified in one of the two programs below:
 - i. Transatlantic Onboard Lead (TL)
 - ii. Transatlantic Service (TS)
 - e. The Transatlantic Qualified Role commitment will be 9 months in duration with option to remain in the program or bid for re-entry to domestic Mint when Opt-Out is offered. The Company reserves the right to reduce the duration of the Transatlantic Qualified Role Commitment.

C. Transatlantic Base Staffing, Bidding, and Awards

1. IFCs participating in the Transatlantic Qualified Program may submit system bids for base transfers between bases where Transatlantic flying occurs and awards will be in accordance with the provisions of Article 13.
2. Transatlantic Qualified IFC Reserve bidding and Awards will be carried out in accordance with Article 9.

D. Transatlantic Scheduling

1. Crew Services will have the ability to award, assign or reassign Transatlantic Qualified IFCs who are in a Transatlantic Qualified Role flying outside of their qualified role if it is on the same

equipment type and built/modified within the international Z21/Y21 base; if there is a delay in the launch of Transatlantic service, Crew Services will have the ability to award, assign, or reassign Transatlantic Qualified IFCs into domestic Mint positions (MS and OBL) until the revised launch of Transatlantic service.

2. Reassignments will be done in reverse seniority order in accordance with Article 23 regarding pay-protection.
3. Drops, swaps, and trades will be carried out in accordance with Article 11.
4. Transatlantic Qualified IFCs may pick up pairings in any position for which they hold the qualification.
5. Transatlantic Qualified IFCs may not pick-up over dropped Reserve days.

E. Transatlantic Pay

1. Qualified IFCs operating in the Transatlantic Onboard Lead (TL) position (F1) will receive seven dollars (\$7.00) per block hour in addition to their base pay for Transatlantic Onboard Lead pay.
2. Qualified IFCs operating in a TS Mint Service position (F2 and F3) will receive five dollars (\$5.00) per block hour in addition to their base pay for Transatlantic Mint Service pay.
3. Qualified IFCs operating in a TS Core position (F4 and F5) will receive two dollars (\$2.00) per block hour in addition to their base pay if the Company provides for Transatlantic customized Core service.
4. Transatlantic position pay will be pay-protected in the event of a flight cancellation or pairing modification.
5. The Company may, at its discretion, increase the Transatlantic Pay override.

F. Transatlantic Launch Period

1. Transatlantic flying in the Y21 international base should launch operations by second half 2022.
2. Transatlantic launch will follow all of the outlined Transatlantic transition period parameters with the exception of the provisions outlined here:

- a. All IFCs participating in Transatlantic flying will participate in a Transatlantic Launch Qualification Program which encompasses both Transatlantic qualifications, TL, and TS. Participating IFCs are eligible to bid for, operate, and be assigned to, any Transatlantic position.
- b. There will be one reserve block type used for all positions and qualifications.

G. Transatlantic Transition Period (on or about February 2023)

1. Following the first 18 months of Transatlantic operations, the Transatlantic qualification structure will transition away from the launch period into the transition period. The Transatlantic transition period will begin prior to the integration of the international Z21/Y21 bases into the JetBlue network and/or as onboarding and staffing levels are increased in line with operational need.
2. Approximately 8 months prior to the transition from launch to transition, active Mint Onboard Leads operating Transatlantic flights in the international Z21/Y21 bases will be divided into two separate qualified roles (Transatlantic Onboard Lead - TL and Transatlantic Service - TS). Active and qualified Transatlantic Mint IFCs will select their preferred primary qualification via voluntary bid. This will be followed by onboarding of newly qualified IFCs into the specific roles, and if necessary, by involuntary assignment to a qualification done in reverse occupational seniority order. As base staffing for specific qualifications is brought up to adequate levels, IFCs who have been involuntarily assigned to a qualification, may opt to return to their original qualified role in seniority order.
3. Domestic and Transatlantic Mint-qualified IFCs (OBL, MS, TL, TS) may not pick-up over dropped Reserve days. In addition, pairings assigned on reserve days may not be traded/swapped.

H. Eligibility and Commitment

1. Mint Service, Onboard Lead, and Transatlantic Qualified roles shall not be considered supervisory roles, may not issue discipline, or otherwise perform the duties exclusive to Supervisors (e.g.,

performance reviews, issuance of Progressive Guidance, etc.).

2. IFCs in qualified roles must fulfill the requirements in the highest held qualification as outlined in the Qualified Role Eligibility and Commitment Chart below.
3. IFCs participating in a Qualified Role Program are eligible to operate in other qualified roles if the IFC continues to hold the necessary qualifications.
4. Qualified Role Eligibility and Commitment Chart

| Qualified Roles | Mint Service | Onboard Lead | Transatlantic Service | Transatlantic Onboard Lead |
|---|--------------------|--------------------------------------|---|---|
| Eligibility to Apply | 6 months as an IFC | 6 months in the Mint Service Program | 3 months in the domestic Mint Service Program | 3 months in the domestic Onboard Lead Program |
| Program Commitment [†] | 1 year | 1 year | 1 year | 1 year |
| † Minimum commitment in the program prior to Opt-Out eligibility. | | | | |

Note: As the Company increases hiring, some minimums may be reduced to ensure adequate staffing levels.

5. Mint Service and Onboard Lead Programs
 - a. To be eligible to apply to the Mint Service Program, the application window must be open, the IFC must be in good standing (not on Progressive Guidance), and have served as an active IFC for at least six (6) months.
 - b. To be eligible to apply to the Onboard Lead Program, the IFC must be in good standing (not on Progressive Guidance) and have participated in the Mint Service Program for six (6) months prior to applying for the Onboard Lead Program.
 - c. In order to be accepted into the Mint Service or Onboard Lead Programs, the IFC must successfully complete interviews and objective assessments developed by the Company or by other professional organizations, which may include, but are not limited to, leadership assessment testing, hospitality aptitude, review of work performance, attendance, and seniority.
 - d. Once accepted into the Mint Service or Onboard Lead Program,

an IFC will be qualified when they have successfully completed all required training specific to the Mint Service or Onboard Lead role.

- e. IFCs in the Mint Service or Onboard Lead Programs may bid to Opt-Out once they have served at least 1 year in the program. However, operational staffing requirements will be evaluated annually to determine the number of program Opt-Outs available at each base each year. Mint Service or Onboard Lead Opt-Outs will be granted in seniority order.
- f. IFCs in the Mint Service or Onboard Lead Programs are subject to periodic reviews to ensure qualified IFCs are meeting the program standards. Reviews will encompass program acceptance criteria outlined here and may lead to disciplinary action up to and including removal from Qualified Role Programs. Any IFC who is to be removed from the Qualified Role Program will be notified in writing of reasons for removal.
- g. An IFC who has been removed from the Mint Service or Onboard Lead Program, will be eligible to reapply to Qualified Role Programs after a period of 1 year.

6. Transatlantic Qualified Role

- a. To be eligible to apply to the Transatlantic Qualified Role, the application window must be open, the IFC must be in good standing (not on Progressive Guidance) and have served as a Mint Service IFC for at least 3 months prior to applying for the Transatlantic Qualified Role to operate in the Core and Mint Service roles.
- b. To be eligible to apply to the Transatlantic Qualified Role, the IFC must be in good standing (not on Progressive Guidance) and have served as an Onboard Lead IFC for at least 3 months prior to applying for the Transatlantic Qualified Role.
- c. In order to be accepted into the Transatlantic Service or Transatlantic Qualified Roles, the IFC must successfully complete interviews and objective assessments developed by the Company or by other professional organizations, which

may include, but are not limited to, leadership assessment testing, hospitality aptitude, review of work performance, attendance, and seniority.

- d. Once accepted into the Transatlantic Service or Transatlantic Qualified Role, an IFC will be qualified when they have successfully completed all required training specific to Transatlantic Qualified roles.
- e. IFCs in the Transatlantic Service or Transatlantic Qualified Role may bid to Opt-Out once they have served at least 1 year in the program. However, operational staffing requirements will be evaluated annually to determine the number of program Opt-Outs available at each base each year. All Transatlantic Service or Transatlantic Onboard Lead Opt-Outs will be granted in seniority order.
- f. IFCs in the Transatlantic Service or Transatlantic Qualified Roles are subject to periodic reviews to ensure Transatlantic Qualified IFCs are meeting the program standards. Reviews will encompass program acceptance criteria outlined here and may lead to disciplinary action up to and including removal from Qualified Role Programs. Any IFC who is to be removed from the Qualified Role Program will be notified in writing of reasons for removal.
- g. An IFC who has been removed from the Transatlantic Service or Transatlantic Qualified Role, will be eligible to reapply to Qualified Role Programs after a period of 1 year.

I. Staffing, Bidding, and Awards

- 1. Minimum Pairing Requirements
 - a. Minimum pairing requirements are determined by the IFC's participation in a Qualified Role Program in accordance with Section H of this Article and the Qualified Role Eligibility and Commitment Chart (Paragraph H.4).
 - b. IFCs who participate in the Mint Service or Onboard Lead Programs are required to bid for and operate a minimum of three Mint pairings in the Mint Service role (three MS pairings for

those MS qualified) or Onboard Lead role (three OBL pairings those OBL qualified) each month. The three per month minimum pairing requirement will be amended to two per month (in the highest held qualification) effective upon completion of adequate base staffing.

| | Domestic Mint Service | Domestic Onboard Lead | Transatlantic Service | Transatlantic Onboard Lead |
|------------------------------------|--|----------------------------|----------------------------------|----------------------------------|
| Minimum Pairing Requirement | Two per month [†] | Two per month [†] | Two per month (Effective 2/2023) | Two per month (Effective 2/2023) |
| | [†] There is a three per month minimum pairing requirement for Domestic Mint Service and Domestic Onboard Leads which will be amended to two per month effective upon completion of adequate base staffing. | | | |

- c. Once the Transatlantic Qualified Role has integrated back into the Core bases, IFCs who participate in Transatlantic Qualified Roles will be required to bid for and operate a minimum of two (2) Transatlantic pairings each month (minimum pairings must be met in the highest held qualified role – i.e. required minimum in TL and required minimum in TS respectively).
- d. If an Onboard Lead, Mint Service, or Transatlantic Qualified Crewmember is not awarded their minimum pairing requirement for the month and picks up or is assigned a pairing in the Qualified Role, that pairing will count towards the monthly minimum requirement.
- e. IFCs who participate in Mint Service or Onboard Lead or the Transatlantic Qualified Role must make every attempt to meet the minimum pairing requirements. IFCs who are unable to hold their minimum pairing requirement in the monthly bid award must attempt to pick up the required number of trips in the qualified role for their program.

2. Qualified Roles Reserve Bidding and Awards

For all Onboard Lead and Mint Service and the Transatlantic Qualified Program, Reserve blocks will be bid for in FLICA prior to the monthly bid

process. These will be noted as a reserve block and hold 5 hours of credit per day.

- a. The Company will determine monthly the number of Crewmembers that will be required to hold a reserve block based on the required Reserve coverage, which may vary by bid period. Once adequate staffing for minimum pairing requirements have been reached, the Company will not assign Reserve Blocks to the top 12% per base of each Qualified Role group.
 - b. Transatlantic Reserve blocks that carry over into the following bid period shall be credited to the preceding bid period in which the block began.
 - c. Reserve blocks will be determined by operational need:
 - i. Domestic with a minimum of 3 days and a maximum of 6 days.
 - ii. Transatlantic with a minimum of 4 days and a maximum of 6 days.
 - d. Reserve blocks will not be awarded in conflict with any pre-planned absences. If any pre-planned absence is loaded before, during, or after the reserve block bid, reserve block awards may be adjusted to either end of the absence.
 - e. Onboard Lead and Mint Service, Reserve blocks may not be assigned more than 3 ASB periods in a row and shall not be scheduled for more than 6 ASB periods in a month. Transatlantic Reserve blocks may not be assigned more than 3 ASB periods in a row and shall not be scheduled for more than 6 ASB periods in a month. All Qualified IFCs have the option to waive these limitations.
3. Qualified Role Pairings are constructed using all published A321 Mint flying and do not consist of any other type of flying except as noted below. The construction process is the same as all other flying – and takes into account:
- i. The daily flow of each Mint A321 aircraft;
 - ii. FARs-duty time limitations and rest requirements;
 - iii. Productivity;

- iv. Pairings may be constructed with non-Mint segments as part of a Mint through-flight; Junior Assignment Pay will not apply;
- v. Transcon turns (pairings that depart from the East Coast and return from the West Coast in the same duty period) may be allowed to be constructed during the pairing construction process; this may be revoked if degradation of service occurs.

J. Qualified Role Assignments and Modifications

- 1. Crew Services will have the ability to reassign qualified IFCs in order to satisfy an uncovered qualified role. Reassignment will be done based on the qualified role needed and in reverse seniority order.
- 2. Qualified Role IFCs on reserve for a qualified role may be assigned or awarded flying outside of their qualified role after the Company has exhausted available in-base core Reserves and the IFC will be compensated with JRA pay for the assignment. In a Level 2 IROP or higher, Crew Services will have the ability to assign any qualified IFCs outside of their qualified role regardless of equipment type.
 - a. Qualified Role IFCs who are assigned only non-Mint flying during a Level 2, or higher Irregular Operation will be compensated with Junior Assignment Pay for the assignment.
- 3. Aircraft Equipment Changes
 - a. Aircraft upgauges/downgauges will comply with Article 8.K with the following exception: when transitioning into an equipment type requiring Qualified Roles, Qualified IFCs will be assigned to qualified positions based on seniority.

K. Qualified Role Pay

- 1. IFCs operating in the MS or OBL qualification will receive the following:
 - a. The F1 (OBL) position will receive six dollars (\$6.00) per block hour in addition to their base pay.
 - b. The F2 position (MS) will receive four (\$4.00) per block hour in addition to their base pay.

2. Onboard Lead qualified IFCs operating in the Onboard Lead role will receive Onboard Lead pay for all Mint flight segments of the pairing.
3. Mint Service qualified IFCs operating in the Mint Service role will receive Mint Service pay for all Mint flight segments of the pairing.
4. IFCs operating Transatlantic flights will receive Transatlantic Pay for all Transatlantic flight segments operated.
5. Mint Service, Onboard Lead, and Transatlantic Pay will be pay-protected in the event of a flight cancellation, Non-Mint equipment substitution or pairing modification.

L. Qualified Role Drops, Trades and Swaps

1. Drops/Swaps
 - a. IFCs participating in a Qualified Role Program may not drop or swap qualified role pairings if the drop or swap reduces the applicable Reserve grid (based on qualification) below the qualified IFC Reserve minimums.
 - b. Onboard Lead, Mint Service, and Transatlantic Qualified IFCs may not drop or swap below their qualified role minimum pairing requirement per month in accordance with Paragraph I 1.1 and Paragraph I 1.2 Minimum Pairing Requirements.
 - c. Qualified Role Crewmembers can UTO up to 3 Reserve days provided the applicable Reserve grid (based on qualification) allows and the transaction does not drop the monthly credit below 70 hours (35 for Crew Flex/Reduced Credit Line).
 - d. Qualified Role Crewmembers can PTO Reserve days provided the applicable Reserve grid (Based on Qualification) allows.
 - e. Onboard Lead and Mint Service qualified IFCs may not drop, swap, or reduce their reserve block below 3 days; however, the 3 day block may be UTO/PTO as the grid allows. Transatlantic Qualified IFCs may not drop, swap, or reduce their reserve block below 4 days. However, the 4 day block may be PTO in one transaction as the grid allows.
 - f. Qualified Role Crewmembers are not permitted to pick-up over PTO/UTO reserve days.
 - g. IFCs participating in a Qualified Role Program may swap a

qualified role pairing for a non-qualified role pairing in Open Time as long as the conditions outlined in this Drops/Swaps section are met; however, pairings assigned on reserve days may not be swapped/dropped.

2. Trades
 - a. IFCs participating in a Qualified Role Program may trade an existing qualified role pairing with another IFC who is qualified to operate in that role.

M. General

1. Participation in a Qualified Role Program will not exempt IFCs from furlough.
2. Qualified Role Program Recall
 - a. If staffing for any Qualified Role Program falls below the necessary threshold as determined by the Company, the Company will offer voluntary reentry into the program in seniority order, so long as the active IFCs have held the needed qualification in the previous 18 months.
 - b. If, on a temporary basis, staffing levels are insufficient, then the Company will:
 - i. raise the required minimum pairing requirement until staffing is brought up to necessary levels;
 - ii. reduce the minimum requirements contained in this Article 29 Qualified Roles; or
 - iii. enact involuntary re-enrollment in reverse seniority order, so long as the active IFCs have held the needed qualification in the previous 18 months. As staffing is brought up to necessary levels, IFCs within the involuntarily recalled group will be offered the ability to Opt-Out in seniority order.
 - c. The Company will schedule training class(es) as soon as practicable to return staffing to sufficient levels.
 - i. Qualified Role Program Re-Entry
 1. When the application window is open, IFCs who have

previously participated in Qualified Role Programs in the last 18 months and are in good standing (not on Progressive Guidance) are eligible to re-enter the program pending a record review.

2. Language of Destination (LOD) Program
 - a. Domestic qualified role IFCs who are also participants in the LOD Program are required to bid at least one LOD pairing each month during the bidding process in addition to meeting their qualified role minimum requirements.

N. Crew Base Transfers and Awards

1. Qualified role IFCs may request base transfers. These requests will be approved subject to operational needs and granted in occupational seniority order.
2. When the Company announces base opportunities that require qualified role flying, qualified role IFCs participating in the program may enter their base preferences in FLICA when the system bid is opened for that base.
3. If more qualified role IFCs bid than are needed in any base, base assignments will be made in occupational seniority order.

O. Base Staffing

1. Any base deemed overstaffed by the Company with qualified role IFCs, may be closed for transfers into that base until staffing is at required levels. Qualified role staffing at bases may be reduced by Opt-Outs, attrition, and voluntary or involuntary transfers to other bases.
2. Qualified role IFCs are eligible to bid for and be awarded R&R provided qualified roles staffing allows and is based on operational need.
3. Qualified role IFCs are eligible to bid for and be awarded CrewFlex/Reduced Credit Line provided qualified roles staffing allows and is based on operational need.

P. Inflight Crew Leader Program (Estimated launch Q4 2022)

The Inflight Crew Leader program is separate from Qualified Roles, therefore only the provisions outlined below apply:

- a. All IFCs will be provided with required training for the Inflight Crew Leader program. The IFCs must meet all outlined program standards which may include but are not limited to required training, performance, and attendance expectations.
- b. New hire IFCs will be part of the Inflight Crew Leader program and must serve for two (2) years before being eligible to opt out of the program.
- c. Operational Inflight Crew Leader staffing requirements will be evaluated yearly to determine the number of Crew Leader opt outs available each year.
- d. IFCs in the Inflight Crew Leader Program are subject to periodic reviews to ensure the Crew Leader IFCs are meeting the program standards. Any IFC who is to be removed from the Crew Leader Program will be notified in writing of reasons for removal.
- e. An IFC who does not successfully complete the required training, or has been removed from the program, will be eligible to reapply once the IFC meets the program standards. Any IFC who does not successfully complete required training will be notified in writing of reasons for non-completion of required training.
- f. Inflight Crew Leader IFCs operating a Pairing in the Inflight Crew Leader Role will receive Inflight Crew Leader pay in accordance with Article 23, Paragraph P.
- g. Inflight Crew Leaders will be pay-protected in the event of a flight cancellation, equipment substitution or pairing modification.

ARTICLE 30

GENERAL & MISCELLANEOUS

- A. The Company will provide IFCs with non-revenue travel privileges in accordance with Company policy and as made available to all Company Crewmembers.
- B. IFCs tidying duties shall be governed by the IBBS. The Company shall provide non-latex gloves for IFCs' use.
- C. In the event there is a shortage of payment in an IFC's paycheck of one hundred dollars (\$100) or more due to Company error, and the IFC desires payment for such shortage prior to the next payday, the IFC shall notify the payroll department who will arrange for the payment for such shortage within three (3) Business Days.
- D. IFCs are not required to wear their uniform when riding on the jumpseat and not on Duty.
- E. IFCs will be permitted to wear one (1) official TWU-issued pin as outlined in the Uniform Policy Manual (UPM). The Union and the Company will mutually agree on an acceptable location for placement of the pin.
- F. Lactating Accommodations - The Company will provide private areas at IFC Bases and training centers under Company control as long as it does not require expenditures of funds.
- G. The Company shall make good faith efforts to enter into and maintain reciprocal cabin seat agreements with other air carriers.
- H. The Company will provide each IFC with an electronic copy of this Agreement. All new IFCs will receive an electronic copy during Initial training. The cover color of the Agreement will be decided by mutual agreement between the Company and the Union.
- I. Crew Lounges - The Company will provide adequate Crewmember lounges at all IFC Bases (including Co-Bases). A Crewmember lounge will consist of the following:
 - 1. Clean and sanitary
 - 2. Properly heated and ventilated
 - 3. Adequate seating provided
 - 4. Adequate storage for flight bags, luggage, and coats
 - 5. Separate quiet room with recliners at Primary Bases, and at newly opened Co-Bases.

6. Microwave
7. Refrigerator
8. Lounge chairs
9. Computers and printers
10. Wi-Fi
11. Television with cable

J. IFCs will be provided with access to an electronic copy of the Crewmember BlueBook and any other policies as well as subsequent modifications.

K. New Equipment and/or New International Routes

Should the Company place new equipment and/or new International routes requiring additional duties into service during the term of this Agreement, the Company will meet and confer with the Union prior to the start of revenue service.

L. COPE Contributions

The Company shall provide a means for voluntary payroll deductions for IFC political contributions to the Union Political Action Committee. This plan is known as the Committee on Political Education (COPE). Forms necessary for the administration of this plan will be provided by the Union and distributed by the Union to the IFCs. Subject to applicable law, COPE payroll deductions will be withheld from each paycheck as outlined by the IFC in her/his enrollment form and remitted to the Union monthly. COPE payroll deductions for an IFC returning from a leave of absence or furlough will automatically be reactivated.

M. An IFC will be entitled to receive from the Company a complete electronic copy of her/his personnel file upon written request within five (5) Business Days of receipt of the written request by the People Department.

N. Company Personnel Records

1. Handling of Documents Containing Positive Comment(s) - Inflight Leadership will share documents containing positive comments regarding an IFC's job performance electronically as soon as practicable.
2. Handling of Documents Containing Negative Comment(s)
 - a. No document containing negative comments (including Customer complaints) which might serve as a basis for disciplinary action will be placed in the IFC's file unless a redacted copy is provided to the IFC prior to being placed in the file.

- b. No document which contains remarks of a personal or derogatory nature about an IFC may be placed in an IFC's file unless the personal or derogatory remarks are redacted.
 - c. In the event a document identifies a customer, another IFC, or contains negative comments about a Crewmember other than the IFC, that information may be redacted before the document is provided to the IFC. The IFC shall not contact the complainant or retaliate in any form. If applicable, the class of service where the incident occurred will be provided. If a grievance is filed which challenges the redacted document, the redacted information will be provided to the grievant and Union at least ten (10) days prior to the System Board of Adjustment hearing. Any Company or personal information regarding the complainant shall remain redacted.
 - d. No documents regarding a customer complaint shall be placed in the IFC's file unless:
 - i. The alleged misconduct or disservice was something over which the IFC reasonably could have done something differently to enhance the customer experience; and,
 - ii. The IFC is named, identified by position, or adequately described in the document.
 - iii. The IFC may provide a written response to any document or notation containing negative comments. These responses will be placed in the department file by Inflight Leadership. If the Company determines that the IFC's challenge to the document is justified, the document or notation will be removed. In no event will an anonymous document be placed in the department file.
 - e. Discipline or Negative Letters
 - i. Entries in the file (including previous discipline) will not be used as a basis for discipline or discharge after a rolling eighteen (18) month period from the date of issuance, provided the IFC is not disciplined for similar misconduct during the eighteen (18) month period.
- O. Company Equipment
- IFCs shall not be required to pay for any required equipment or device utilized in performance of their duties. Exception: replacement of lost or damaged device (e.g., iPad) in excess of two (2) devices in a twenty-four (24) month period due to IFC negligence.
- P. Electronic Devices
1. An IFC may use the Company provided computer/tablet to maintain personal information and files in accordance with Company policies.

2. The Company shall not use the computer/tablet it supplies to IFCs to monitor location other than for purposes of check-in.
3. Accessing or monitoring an IFC's personal files, information, or browsing history on her/his Company provided computer/tablet shall be in accordance with Company policies.
4. IFCs shall not be required to Report to work on a day off or outside of a Duty Period to pick up or update a device. Such devices or updates will be made available at all primary IFC Bases. In the alternative, such devices or updates may be mailed to the IFCs. All IFCs reporting for duty must have compliant required items.

Q Crew Scheduling Recordings

1. The Company shall establish and maintain telephone recording system(s) to record all telephone conversations between Crew Operations and IFCs. The recording system shall indicate the time and date of calls.
2. Recordings shall be kept for a minimum of sixty (60) days. A specific recorded telephone conversation shall be made accessible to a Local Union President or her/his designee within seven (7) days after her/his written request and notice of a potential or actual grievance to the Director of Crew Operations and/or her/his designee.
3. If a relevant recorded conversation is missing, damaged, or inaudible, a prompt review of the matter shall be conducted by the Director of Crew Operations and/or her/his designee upon request by the Union.

ARTICLE 31

HEALTH & SAFETY

- A. The Company and the Union recognize the importance of health and safety (JetBlue's number one Value) to JetBlue IFCs, and agrees to the formation and utilization of the IFC Health and Safety Committee to be appointed by the Union. The Vice President of Inflight Services or her/his designee agrees to meet with the Union's Health & Safety Committee Chairperson no less than once per quarter to discuss issues relating to IFCs' health and safety, including but not limited to, regulatory compliance issues and Company and FAA required training.
- B. IFCs shall be provided safe equipment working areas, and working conditions. The Company shall provide non-latex gloves and Company required personal-protective equipment for IFC use.
- C. Upon request and subject to appropriate confidentiality agreements, the Company will review with the Committee aggregated data concerning IFC occupational accident or illness incidents. The Company will supply the results of any health or safety surveys conducted which affect IFCs as they become available to the Company.
- D. The Company will inform IFCs of potential environmental hazards of which the Company is aware.
- E. Air quality, temperature, contamination, and noise level information, if monitored by government agencies and furnished to the Company, will be furnished to the IFC Health and Safety Committee. The Company will continue to meet or exceed all Federal Aviation Regulations (FARs), if any, pertaining to cabin air quality, temperature, and noise levels applicable to aircraft operated by the Company.
- F. Earplugs will be made available for use by IFCs at every Base.
- G. If an IFC encounters an extremely large spill of blood or bodily fluids, she/he will take all necessary precautions to prevent exposure to customers and Crewmembers. Upon landing, cleanup will not be the responsibility of the IFC; instead, prescribed Company procedures will be followed to arrange for cleanup of aircraft and disposal of waste.
- H. Bomb threat searches of aircraft on the ground will not be conducted by IFCs.
- I. The Company is responsible for development of IFC training curricula; however,

the Company will seek the views of and work with the Union regarding any IFC self-defense training which may be offered.

- J. The Company will provide the Union with a minimum of two (2) seats for IFCs on the Go Team aircraft. Inflight Go Team Members will be invited to participate in scheduled Bloodborne Pathogen Recurrent Training.
- K. Subject to aircraft manufacturer's concurrence and any applicable confidentiality requirements, the Company will meet and confer with the IFCs' Health and Safety Committee regarding any future galley and cabin design studies in which the Company is involved.
- L. The Company will provide safe and secure crew hotels and transportation to and from the airport. Additionally, appropriate security measures will be employed in situations involving travel warnings by agencies such as the U.S. Department of State.
- M. IFCs will not face reprisal for the good faith act of reporting a safety/operational hazard or concern. This is not intended to apply to refusals to operate.
- N. Within six (6) months of ratification, the Union and the Company will meet to establish a letter of understanding on Aviation Safety Reporting (ASAP) and Critical Incident Stress Management (CISM) programs.
- O. In the case of a pandemic or declared health emergency, the Company will comply with health and safety mandates issued by the Center for Disease Control (CDC) or other equivalent government agency.
- P. If the Company becomes aware that an IFC has been exposed to a communicable disease while at work, the IFC will be notified as soon as practicable.

ARTICLE 32

MEDICAL EXAMINATIONS

When the Company has reasonable cause to question an IFC's fitness for duty, a medical evaluation may be required. Such cause shall be confidentially delivered in writing to the IFC. An IFC required to undergo a medical evaluation will be removed from Duty, and remain off Duty until the evaluation has been completed. While the examination is pending, she/he will be paid for Assignments missed or the minimum monthly guarantee based on IFC status, whichever is greater. Reasonable requests for rescheduling will be granted.

If an IFC is scheduled for, and thereafter cancels, reschedules or does not attend a fitness evaluation, she/he will be removed from pay status until the examination can be completed and findings reported. The Company, Union and IFC will complete this process as expeditiously as possible.

Any IFC who disputes the findings of a medical examination required by the Company may, at her/his option, have a review of her/his case as outlined below. Medical records and other information obtained as a result of a Company-required medical examination or subsequent examinations, shall be subject to safeguards as to their confidentiality.

- A. At the written request of the IFC, the medical examiner chosen by the Company to perform the medical examination will provide to the IFC the medical examiner's complete medical report including, but not limited to, all documentation and/or written information provided to the physician by the Company. If found unfit by the medical examiner, the IFC will be removed from pay status, but continue to receive medical benefits until the final determination under this Article 32.
- B. Within fifteen (15) Calendar Days of the date she/he is presented the Company medical examiner's findings including, but not limited to, a copy of the complete medical report and all documentation and/or written information provided to the medical examiner by the Company, she/he may employ a qualified medical examiner of her/his own choosing and at her/his own expense for the purpose of conducting a medical examination for the same purpose as the medical examination made by the medical examiner employed by the Company.
- C. A copy of the findings of the medical examiner chosen by the IFC shall be furnished to the Company within fifteen (15) Calendar Days following the examination, and in the event that such findings verify the findings of the medical examiner employed by the Company, no further medical review of the case shall be afforded. In the event that the findings of the medical examiner chosen by the

IFC shall disagree with the findings of the medical examiner employed by the Company, the Company will, at the written request of the IFC, ask that the two (2) medical examiners agree upon and appoint a third qualified and neutral medical examiner, for the purpose of making a further medical examination of the IFC. The IFC must submit the written request within seven (7) Calendar Days from the date her/his medical examiner's report is furnished to the Company and the IFC. The Company will then have seven (7) Calendar Days to ask the two (2) medical examiners to appoint the third qualified and neutral medical examiner. The Company will notify the IFC in writing when the two (2) medical examiners have been contacted. The third qualified and neutral medical examiner will be agreed upon as expeditiously as possible.

- D. The neutral medical examiner shall examine the IFC and the case shall be settled on the basis of her/his findings. If found fit by the neutral medical examiner, the IFC will be returned to service and made whole for lost pay.
- E. The expense of employing the neutral medical examiner shall be borne equally by the Company and the IFC. Copies of such neutral medical examiner's report shall be furnished to the Company and to the IFC.

ARTICLE 33

UNION SECURITY

- A. Any IFC who, on the effective date of this Agreement, is eligible to become a member of the Union, will do so as a condition of continued employment with the Company. For the purpose of this Article 33, an IFC shall be considered a member of the Union if she/he tenders the initiation fees and periodic dues uniformly required as a condition of membership.
- B. All new IFCs of the Company hired on or after the effective date of this Agreement, shall make application for membership in the Union within sixty (60) days after date of hire with the Company, and shall thereafter maintain membership in the Union as provided for in this Article 33, Paragraph A.
- C. If an IFC becomes delinquent in the payment of her/his initiation fee or membership dues, such IFC shall be notified by registered mail, return receipt requested, copy to the Company, that she/he is delinquent in the payment of initiation fee or membership dues as specified herein and is subject to discharge as an employee of the Company. Such letter shall also notify the IFC that she/he must remit the required payment within a period of fifteen (15) Calendar Days, or be discharged.
- D. If upon the expiration of the fifteen (15) days, the IFC still remains delinquent, the Union shall certify in writing to the Company, copy to the IFC, that the IFC has failed to remit payment within the grace period allowed, and is, therefore, to be discharged. The Company shall then take proper steps to discharge such IFC from the services of the Company. Such discharge shall be deemed to be for just cause.
- E. Any determination under the terms of this Article 33 shall be based solely upon the failure of the IFC to pay or tender payment of initiation fee or membership dues, and not because of denial or termination of membership in the Union upon any other grounds.
- F. Dues Check Off: During the life of this Agreement, the Company will deduct from the pay of each member of the Union and remit to the Union monthly membership dues uniformly levied in accordance with the Constitution and By laws of the Union, provided such member of the Union voluntarily executes the agreed form, which is hereinafter included in this Agreement to be known as "Check-Off Form", which shall be furnished by the Union. The Company will not be required to deduct monthly membership dues unless the Company has received a Check-Off Form and has not received a notice of revocation thereof

as provided in the "Check-Off Form". The wording of the check-off form shall be as follows:

**ASSIGNMENT AND AUTHORIZATION CHECK OFF OF UNION DUES TO:
JETBLUE AIRWAYS**

As provided in and subject to the terms of the Agreement between JetBlue Airways and the Transport Workers Union of America, AFL- CIO, I hereby authorize the Company, as a benefit and service to me, to deduct monthly from my earnings my Union dues for that month in the amount established and levied in accordance with the Constitution and Bylaws of the Union and to pay such amount monthly to the designated officer of the Union.

I agree this authorization shall be effective from the date set forth below and shall continue for a period of one (1) year and shall continue in full force and effect from year to year unless I give the Company and the Union a written notice of revocation within the fifteen (15) day period prior to the anniversary date of this Agreement, and as provided by law, and if not so revoked by me, this authorization shall continue to be irrevocable except in the manner above during subsequent periods of revocation.

This authorization shall automatically be terminated if at any time the Union ceases to be my recognized bargaining representative.

Amount _____

Date _____

Employee Signature _____

Employee No. _____

- G. All Check-Off Forms will be submitted through the Secretary/Treasurer of the Union who will electronically forward a signed copy to the payroll manager of the JetBlue Accounting Department or her/his designee. A properly executed Check-Off Form will become effective not later than two (2) weeks after it is received by the payroll section of the Accounting Department. Improperly executed forms will be returned to the Union.

ARTICLE 34
GENERAL UNION INFORMATION

A. Any agreements between the Company and the Union must be in writing and signed by authorized representatives of the parties thereto. The Company will make any mutual agreement available electronically to all IFCs for addition to her/his Union contract.

B. No Strikes or Lockouts

During the term of this Agreement, the Company shall neither cause nor permit a lockout during the life of this Agreement except as otherwise authorized pursuant to the Railway Labor Act, it is understood and agreed that the Company will not lock out any employee covered hereby, and the Union will not authorize or take part in any slowdown or work stoppage.

C. If requested, and based on operational need, the Company will grant a reasonable number of IFCs relief from flight status for the purposes of official Union Business. Relief will be requested by the President of the Union or her/his designee. Such IFCs shall be paid by the Company and receive all employee benefits during such period, and the Union will reimburse the Company.

D. The Company shall provide a mutually agreed upon space for a lockable, glass covered bulletin board at each Base and Orlando Support Center for the posting of matters of Union Business. Such posted material bearing the signature or initials of the Union President or her/his designee. Posted material shall not contain anything of a defamatory, inflammatory, or disparaging nature.

E. Upon request, the Company will provide to the Union, electronically, a copy of the current address, and Company email address of any IFC who is delinquent in the payment of her/his Union dues.

F. The Company will recognize and utilize Union committees that have been established in accordance with this Agreement.

G. The Company will provide the Union the names and Company email addresses of IFCs who are eligible for Union membership within fifteen (15) days of completion of Initial training.

H. The Company will provide positive space transportation on JetBlue for five (5) Union representatives who are employees of the Company. Travel will be strictly for bona fide Union Business and will not be used to promote anything negative about the airline (e.g. strike prep, etc.). Additional Union

representatives will be granted positive space on line travel with the concurrence of the Company. Violation of this provision will result in revocation of entitlement to positive space travel for Union Business for any IFC who violates this provision.

- I. The Union shall have the right to meet with new hire IFCs for the purpose of providing information related to membership in the Union during Initial training. The Company shall provide the Union adequate meeting space at "The Lodge," OSC, or the IFC's assigned Base, free of charge for this purpose.
- J. Upon request, the Union shall be provided with scheduling, bidding, Reserve, and exchange of trip information associated with the investigation and processing of a specific grievance(s) or issue(s)
- K. Management will inform IFCs of their right to have a Union representative present at any investigatory meeting or a meeting that could result in disciplinary action.
- L. The Company will notify the Union in advance of any new technologies pertaining to the IFC workgroup.
- M. Other Check-Off Programs: An IFC may elect payroll deductions for the purposes described below by completing the applicable check-off form(s) authorizing such deductions. Deductions shall begin on the first pay period occurring more than ten (10) days following the Company's receipt of the electronic data files that specify the IFC's employee number and her/his associated deductions.
 - 1. Insurance: Voluntary insurance premiums as specified by the Union. The amount of such monthly deductions shall be as specified in such forms and in conformance with the provisions of the applicable insurance master contracts.
 - 2. Assessments as designated by the Local Union.
- N. Union Business
 - 1. Union Leave
 - a. An IFC will retain and continue to accrue seniority and longevity during Union Leave.
 - b. Unless the Union advises the Company of its need for full time Union Leave by the first (1st) of the Planning Month, the granting of such leave is not guaranteed but will be granted if staffing needs permit.
 - c. The Company shall grant unpaid leaves of absence to accept fulltime position(s) with the International Union. Request for such leaves will be made by the International

- President or her/his designee.
- d. The Company shall grant Union leave for the Union's Local Board of Directors meetings and Negotiating Committee as follows:
 - i. Board of Directors Monthly Board Meeting –The Union will notify the Company as far in advance as possible for the BOD monthly meeting but no later than the first (1st) of the Planning Month. The Company will grant additional IFCs leave to attend the BOD monthly meeting, when staffing needs permit.
 - ii. Negotiating Committee – up to five (5) IFCs shall be granted leave for the purpose of preparing for and conducting negotiations and concluding any agreement with the Company.
 - e. The Local Union Officers will submit their needs for Union leave on a monthly basis and such leave shall be granted so long as it is submitted prior to the pre-blocking deadline. The Local Union Officers will bid in accordance with normal bidding procedures for any remaining availability, and will maintain currency.
 - f. For all other Union leave requests, the Company will make every effort to grant the leave, but may deny it due to staffing needs.
 - g. Requests for Union leave will be submitted by the Local Union President or her/his designee to the Vice President of Inflight or her/his designee.
 - h. The pre-block deadline is defined as the twentieth (20th) of the Planning Month in which the leave is requested to be taken.
 - i. The Union will reimburse the Company for all Union leave paid to IFCs as follows:
 - i. For leaves entered as planned absences prior to the pre-block deadline, five (5) hours per day of such leave paid by the Company multiplied by the applicable hourly rate for each IFC plus twenty-eight percent (28%) to cover the cost of fringe benefits; or
 - ii. For leaves not entered as planned absences, the number of hours of leave paid by the Company multiplied by the applicable hourly rate for each IFC

- plus twenty-eight percent (28%) to cover the cost of fringe benefits.
 - iii. The Union will reimburse the Company within thirty (30) days after receipt of the Company's invoice. The invoice shall be submitted to the Union no later than forty-five (45) days following the month in which the flight pay loss was incurred.
 - iv. An IFC will retain and continue to accrue PTO/VPTO while on Union leave.
 - j. Inflight Fatigue Event Review Committee (IFERC) - No less than one Union representative shall be a voting member on the IFERC.
 - k. Company Provided Flight Pay Loss - The Company shall provide flight pay loss (including fringe benefits) in accordance with the following:
 - i. A bank of one thousand and four hundred (1,400) hours per year to be used at the discretion of the Local Union.
 - ii. IFCs attending special meetings at the request of the Company on behalf of the Union (unrelated to collective bargaining or contract enforcement) or IFCs working on projects initiated by the Company. If necessary, the Company will also provide lodging accommodations for such special meetings and projects, if requested.
 - l. Transactional Event –
In the event the Company is a party to an acquisition which could affect the seniority rights of IFCs where another carrier purchases the Company or JetBlue is not the surviving Company, the Company and Union agree to meet and negotiate an amount of money to defray Union legal and business expenses. In the event the Company purchases another carrier or is the surviving carrier in a transaction affecting the seniority rights of IFCs, the issue of reimbursement for Union business expenses related to seniority integration and joint collective bargaining negotiations will be addressed at the time of the transaction.

ARTICLE 35

MISSING, INTERNMENT, PRISONER OR HOSTAGE OF WAR BENEFITS

A. Eligibility

1. This Article 35 applies to an IFC who in the course of her/his duties for the Company, is interned or held prisoner of war or as a hostage as a result of aerial piracy or is engaged in war zone operations or who is being held as a hostage, becomes missing and whose whereabouts are unknown.

B. Internment for Aerial Piracy

1. Rate: An IFC will be paid eighty-five (85) hours at her/his applicable hourly rate each month or part thereof until found alive and returned to Base or death is established, or until there is sufficient presumption of death.
2. Conditions:
 - a. First twelve (12) months: An IFC who, while engaged in the course of her/his duties for the Company, is interned or held prisoner of war or as a hostage as a result of aerial piracy; shall be paid eighty-five (85) hours at her/his applicable hourly rate each month or part thereof, for the period during which she/he is interned or held prisoner of war or as a hostage as a result of aerial piracy provided, however, that in the absence of knowledge on the part of the Company as to whether an IFC is alive or dead, compensation in such amounts will be allowed for a period of twelve (12) months after such IFC was last known to the Company to have been interned or held prisoner of war or as a hostage as a result of aerial piracy.
 - b. After twelve (12) months: When, after such twelve (12) month period, it has still not been established whether such IFCs are alive or dead, said IFCs shall be allowed compensation as specified in this Article 35 from and after such twelve (12) month period until death is established or until there is sufficient presumption of death.
 - c. In the event the IFC is later found to be alive, she/he shall receive retroactively the difference in pay between the total compensation (including death benefit) paid by the Company and the monthly amounts which would have been paid under this Article 35 and such monthly pay shall then be resumed for the duration of internment or imprisonment or having been held as a hostage.

C. Internment other than Aerial Piracy

IFCs who are on official Company business engaged in war zone operations or who are being held as a hostage, become missing and whose whereabouts become unknown, shall be allowed compensation specified in this Article 35 for a

period of twelve (12) months after disappearance or until such date as death is established, whichever first occurs. If, upon the expiration of the twelve (12) months period, any such IFC is still missing and her/his whereabouts are unknown, or if prior to that time her/his death is established, the Company shall pay any death benefit provided for in this Agreement.

D. Disbursement

The monthly compensation allowable will be disbursed by the Company in accordance with written directions on a form provided by the Company to the IFCs.

E. Seniority & Longevity

IFCs will retain and continue to accrue seniority and longevity during periods in which they are interned, held prisoner of war, missing or held as a hostage as a result of an act of aerial piracy.

F. Exclusions

The compensation and benefits provided for in this Article 35 shall not apply to any IFC:

1. whose gross misconduct causes her/him to be missing, detained or interned and results in her/his unavailability for Duty;
2. who engaged in activities that she/he knew or should have known were illegal under the laws of the country in which such activities took place;
3. who voluntarily entered an area that she/he was directed to avoid by the Company, the U.S. government, or the foreign government with jurisdiction over the area entered by the IFC if the IFC had prior notice of the directive;
4. who is held by law enforcement or governmental officials in the United States, its possessions, or territories.

ARTICLE 36

SAVINGS CLAUSE

Should any part or provision of this Agreement be rendered invalid by existing or subsequently enacted legislation, the balance of the Agreement shall remain in full force and effect.

ARTICLE 37

DURATION

This Agreement shall become effective as of _____ and shall continue in full force and effect through the anniversary of the date of signing (five (5) years) and shall renew itself without change until each succeeding _____ thereafter unless written notice of intended change is served in accordance with Section Six of Title One of the Railway Labor Act, as amended, by either party no earlier than one hundred eighty (180) days prior to _____

LETTER OF AGREEMENT #1

UNSTACKING PROCESS FOR QUALIFIED ROLES

Until NavBlue PBS is updated with the automated unstacking process for Qualified Roles (est. December 2021), Crewmembers in the Onboard Lead and Mint Service roles need to bid to their primary qualification as outlined in the charts below.

The following charts illustrate what the fifth line of an IFC’s award statement should include:

| Onboard Lead (OBL) Role Example of First Five Award Statement |
|--|
| 1) Award statement; specific request |
| 2) Award statement; specific request |
| 3) Award statement; specific request |
| 4) Award statement; specific request |
| 5) Award pairings if any aircraft Type 32S, 3NS, if position F1 Limit 3. † |
| † Line 5 should be in every OBL bid; An IFC may need to amend the limit # (1, 2, or 3) based on where the IFC falls within Qualified Roles seniority, and taking into account the prior 4 award statements. OBL bids should not include any F1 avoid statements. |

| Mint Service (MS) Role Example of First Five Award Statement |
|--|
| 1) Award statement; specific request |
| 2) Award statement; specific request |
| 3) Award statement; specific request |
| 4) Award statement; specific request |
| 5) Award pairings if any aircraft Type 32S, 3NS, if position F2 Limit 3. † |
| † Line 5 should be in every MS bid; An IFC may need to amend the limit # (1, 2, or 3) based on where the IFC falls within Qualified Roles seniority, and taking into account the prior 4 award statements. MS bids should not include any F2 avoid statements. |

- a. If IFCs in qualified roles have complied with the parameters outlined here and are not awarded the minimum pairing requirement, this will not impact program eligibility. IFCs in qualified roles are not guaranteed the monthly minimum pairing requirement.
- b. All IFCs who participate in a Qualified Role Program may be

awarded additional qualified role pairings, above any minimum pairing requirements, through the unstacking process when an imbalance of qualified role pairing Open Time exists. This process will be done in reverse seniority order.

- c. Until NavBlue PBS is updated with the automated unstacking process for Qualified Roles (est. December 2021), Qualified Role unstacking will be manually processed in reverse seniority order.

Agreed to on this _____ day of October, 2021:

Christopher Lewless

Vice President, Labor Relations
JetBlue Airways Corporation

Gary Peterson

International Vice President
Transport Workers Union of America

LETTER OF AGREEMENT #2

FURLOUGH MITIGATION

In the event that monthly Company revenue (using total monthly operating revenues as calculated for the Company's public filings) is fifty percent (50%) or less than the respective prior year's monthly revenue for the corresponding two consecutive months, the Company may reduce line holder Bid Divisor and minimum monthly guarantee to 65 hours and Reserve minimum monthly guarantee to 70 hours.

This provision can be utilized one time during the five (5) year term of the Agreement for a maximum of three (3) bid periods. If the Company chooses to furlough while the Bid Divisor and minimum monthly guarantee is reduced, the Bid Divisor and minimum monthly guarantee will snap back to contractual minimums.

Prior to implementing the above reductions, the Company must meet with the Union, offer voluntary leaves of absence, and comply with the steps outlined in Article 19 (Furlough/Recall) of the Agreement.

Agreed to on this _____ day of October, 2021:

Christopher Lewless

Vice President, Labor Relations
JetBlue Airways Corporation

Gary Peterson

International Vice President
Transport Workers Union of America

LETTER OF AGREEMENT #3

NON-BARGAINING UNIT MEMBERS RETENTION OF SENIORITY

The Union and Company have designated, in writing, the complete list of all crewmembers who, on the date of ratification, are not in the bargaining unit, but will have seniority preservation in accordance with Article 5 of the parties' collective bargaining agreement as a result of their Management, Supervisor, or Support Role positions prior to the date of ratification. It is further agreed that after the date of ratification, only bargaining unit members who move into a full-time Management, Supervisor, or Support role position in the Inflight Department, who meet the established minimum seniority requirement of this collective bargaining agreement, will retain, and when applicable, accrue seniority in accordance with Article 5.

Agree to this ____ day of _____, 2021:

Christopher Lewless

Vice President-Labor Relations
JetBlue Airways Corporation

Gary Peterson

International Vice President
Transport Workers Union of America

LETTER OF AGREEMENT #4

BASES

During the course of negotiations, the Union and Company discussed Bases and Co-Bases. Currently, Newark airport (EWR) is a Co-Base with Kennedy airport (JFK). The Company and Union have agreed that as of June 2022, EWR will no longer be a Co-Base with JFK.

Agree to this ____ day of _____, 2021:

Christopher Lewless

Vice President-Labor Relations
JetBlue Airways Corporation

Gary Peterson

International Vice President
Transport Workers Union of America

LETTER OF AGREEMENT # 5

LUMP SUM PAYMENT

During the course of negotiations, the Union and Company discussed a lump sum payment for eligible Inflight Crewmembers (IFCs) upon successful ratification of the current tentative agreement. In the event that the current tentative agreement ratifies on or before December 13, 2021, each voting eligible IFC will receive a lump sum payment of \$1450.

All active, eligible IFCs will receive payment no later than December 31, 2021. Eligible IFCs not active on the date of payment will receive payment upon return to active status. Lastly, IFCs no longer employed as of the ratification date are not eligible.

Agree to this ____ day of _____, 2021:

Christopher Lewless

Vice President-Labor Relations
JetBlue Airways Corporation

Gary Peterson

International Vice President
Transport Workers Union of America