

# **JetBlue Pilot's Association**

## **CONSTITUTION**

Effective:

Revised following membership vote effective:

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## **PREAMBLE**

The JetBlue Pilots' Association has been formed to assist its members in improving the terms and conditions of their employment by means of collective bargaining. This document shall serve as the Association's Constitution. It is intended to assure democratic processes and membership control.

## **ARTICLE I - General**

### **Article I, Section 1. Name**

The name of the entity shall be the JETBLUE PILOTS ASSOCIATION (“Association”).

### **Article I, Section 2. Definitions**

- A. The word Constitution herein refers collectively to this entire document which is the Association’s Constitution, with Appendices.
- B. The words Association or JBPA herein shall mean the JetBlue Airways Pilots’ Association.
- C. The word COMPANY herein shall mean any air carrier under contract with the Association or the successors, administrators, executors, or assigns of such carrier.
- D. The word PILOT herein shall mean a member who is a Captain or First Officer.
- E. The words MAJORITY VOTE herein shall mean a majority of the votes validly cast.
- F. Delinquent members are those who have not paid their dues or assessments for more than sixty days and have been given written notice of such delinquency.
- G. Agency Shop

Board of Directors – All Officers of the Association – Executive Officers, Domicile Officers, and Seniority Representatives.

Executive Officers – President, Vice-President, and Secretary/Treasurer

Domicile Officer – Chair and Vice-Chair.

Seniority Representative – Ten (10) elected representatives – one for each 10% of the JetBlue seniority list.

Duly Designated Representative

Election Plan – policy manual created by elections committee

Member: Executive, Active, Inactive

Servant -

Vacancy Award Protest Period

### **Article I, Section 3. Government**

A. This Constitution and shall govern and be binding upon the Association subject to applicable federal law.

B. **JBPA Policy Manual.** The Board of Directors shall approve a Policy Manual for the Association which shall provide the mechanism whereby the collective and individual rights of the pilots in the Association are safeguarded while ensuring the membership retains control of the Association. All Association Officers, committee members, agents, and employees are obligated to be aware of, understand, and conduct themselves consistent with the policies contained therein. The policies contained therein apply to the Board of Directors, even when the Board is in session. With a minimum of two-weeks notice to the members of the Association (less notice only in case of an emergency that will threaten the well-being of the majority of the JetBlue Airways pilots and/or the Association), the Board of Directors will have the authority to alter the Policy Manual at any time or to deviate from the Policy Manual according to the following standards:

1. The Board may vote, by a two-thirds (2/3) majority, to take an action (or actions) that either explicitly or implicitly deviate(s) from the Policy Manual.
2. The Board may vote, by a two-thirds (2/3) majority, to propose permanent changes to the Policy Manual & Constitution that will have to be ratified by a 2/3 majority vote by the general JBPA membership with at least a 51% participation.

### **Article I, Section 4. Governing Bodies**

The governmental powers of the Association shall be vested in the Board of Directors and the officers in accordance with this Constitution and the rights of members provided for herein.

### **Article I, Section 5. Location**

The headquarters and offices of the Association shall be in a location determined by the Board of Directors.

### **Article I, Section 6. Duration**

The duration of the Association shall be perpetual until it is dissolved as provided for in this Constitution.

**Article I, Section 7. Dissolution**

- A. The Association may be dissolved at any time by a majority vote of the entire active membership in good standing.
- B. The Board of Directors shall promptly conduct such a vote on the request by petition to the Secretary/Treasurer by at least twenty-five (25%) of the active members in good standing, or by vote of two-thirds (2/3) of the members of the Board of Directors.
- C. In the event of dissolution of the Association, the National Officers of the Association shall act as agents for the membership and dispose of all the physical assets of the Association by suitable means and any and all questions relating thereto shall be decided by majority vote of the National Officers. All of the liquid assets shall then be distributed to the active members in good standing at the time of such dissolution in proportion to the monies then being paid by such members, less any indebtedness; provided that any amounts that may be paid to the Association for insurance or other benefits shall be dealt with separately and prorated only to those members who contributed to such funds, and in proportion to their individual contributions. The dues paid during the last completed fiscal year by each active member relative to all dues income for that same period shall determine each such prorated share less any indebtedness.

**Article I, Section 8. Applicable Law**

All of the provisions shall be subject and subordinate to applicable law.

**Article I, Section 9. Logo**

The official logo of the Association shall be:

**INSERT JBPA LOGO HERE**

## **ARTICLE II - Purposes**

The goals of the Association shall be to:

- A. Establish and exercise the legal right of collective bargaining for the purpose of representing and negotiating the terms and conditions of the employment of its members;
- B. Protect the individual and collective employment rights of the members of the Association and promote their professional interests;
- C. Promote and maintain uniform principles of seniority;
- D. Settle disputes and grievances in employment with the Company and any successors promptly which may arise between members and the Company;
- E. Disseminate information to ensure a fully informed membership and enhance the professional status of the membership;
- F. Sponsor and support the passage of legislation and appropriate regulations affecting the membership which may be beneficial to the profession;
- G. Work with Air Carriers under contract with the Association to better the working conditions of Association members, improve their products (safety and efficiency of air transportation) and develop a higher degree of efficiency and productivity;
- H. Operate a nonprofit Association representing employees. As a nonprofit organization, the Association shall not permit its net earnings to inure to the benefit of any member;
- I. Establish and maintain benefit programs for Association members and family;
- J. Exchange views and information with other pilot organizations and cooperate on issues where a mutual benefit is possible;
- K. Organize employee groups of any air carrier in accordance with the terms of this Constitution;
- L. Levy dues and assessments upon the membership with which to provide the funds necessary to carry on the business and objectives of the Association; and,
- M. Purchase, hold, acquire, lease, mortgage, and convey real estate and personal property of every kind, nature, and description for the conduct and execution of the Association's business, including the purchasing, leasing, and maintaining of equipment, buildings, and improvements which may be necessary, directly or indirectly, in connection with any of the business and objects of the Association.
- N. Take such other acts to further these purposes as are permitted by this Constitution and applicable law.

## ARTICLE III - Members

### Article III, Section 1. Classes Of Membership

- A. **Active Member:** Offered to all pilots on the current pilot system seniority list in the employ of the Company.
1. Newly hired pilots shall have up to sixty days to acquire Active membership with all benefits of membership being retroactive to date of hire. After sixty days, Active membership shall be effective upon application. A pilot is considered an Inactive member until he/she becomes an Active member.
- B. **Management Member:** These positions shall be as determined by the Board of Directors. The positions and their rights as members shall be outlined in the JBPA Policy Manual. The effective date of classification shall be the date on which he assumed such duties.
1. Any member employed by the Company in an executive, managerial or supervisory capacity may be classified as a Management Active member.
  2. A Manager Active member shall be reclassified as a Management Inactive member upon request to the Secretary/Treasurer and shall be effective upon date of request.
- C. **Inactive Member:** is assigned to members who are:
1. A member in good standing who has not acquired Active status.
  2. Furloughed;
  3. On leave of absence for more than three (3) years.
  4. Being in the United States military forces on active duty in excess of twelve (12) months.
- D. **Retired Member:** is assigned to a member who retires at normal retirement age or who elects early voluntary retirement under the terms of the Company retirement plan, or who elects early retirement under the Company retirement plan for medical reasons, or who has been removed from the pilot system seniority list as a result of involuntary early retirement and who is a member in good standing at such time.

### **Article III, Section 2. Rights of Members**

- A. Each active member in good standing shall be:
  - 1. Permitted the right to vote on any membership ballot;
  - 2. Provided a copy of the current Collective Bargaining Agreement with the Company, including all amendments and side letter of agreement.
  - 3. Provided access to or, upon request, a copy of the current JBPA Constitution and Policy Manual;
  - 4. Provided access to or, upon request, a copy of the Labor-Management Reporting and Disclosure Act of 1959, as amended;
  - 5. Permitted Association representation in disputes and grievances with the Company in accordance with the applicable Collective Bargaining Agreement; and
  - 6. Permitted any other rights as stated in the applicable Collective Bargaining Agreement, in this Constitution and Bylaws, and in applicable Federal or State law.
- B. Inactive members shall have all the benefits of active membership except the privileges of voting, holding elective office, and participation in Association-sponsored programs where specific requirements prohibit such participation.
- C. Management Active members in good standing shall be entitled to all the rights and privileges of the Association, including the right to vote and hold appointive office, but excluding the right to assume or hold elective office. Management Active members shall be subject to all the provisions of the Constitution and Bylaws, except that such member shall not be subject to those policies of the Association which specifically apply solely to Active members.
- D. Management Inactive members shall be entitled to all of the rights and benefits of Active membership except that such member shall not have the right to vote, to assume or hold elective or appointive office including committee assignment, attend Association meetings, nor participate in membership surveys. Management Inactive members shall be subject to all the provisions of the Constitution and Bylaws, except that such member shall not be subject to those policies of the Association which specifically apply solely to Active members.
- E. Retired members shall not have the right to vote or to serve in elective office. They shall be entitled to retain those retirement and insurance benefits available in which they were enrolled at the time of retirement if coverage is available under the insurance program between the Association and the underwriter.
- F. Delinquent members shall forfeit their right to the privileges and protection afforded members of the Association until such time as all dues and assessments in arrears are paid, along with any reinstatement fees uniformly established by the Board of Directors.

### **Article III, Section 3. Obligations of Members**

- A. Members of the Association shall abide by the current Constitution and Bylaws, and all future amendments, additions, or other modifications adopted in accordance with this Constitution and Bylaws.
- B. It is a member's obligation to maintain a current mailing address, email address and cell phone number. Failure to do so will relieve the Association of any responsibility concerning its inability to establish due notice in any case. The dispatch of mail to a member's last known address shall constitute adequate service.

### **Article III, Section 4. Membership Status**

- A. Members in good standing are those members whose dues and assessments are paid in full.
- B. Management and Inactive members who return to active line flying shall be offered the opportunity to return to Active membership status. Management and Inactive members who do not return to Active membership status within ninety days shall have their membership automatically terminated.
- C. Delinquent members are those who have not paid their dues or assessments for more than sixty days and have been given written notice of such delinquency.

### **Article III, Section 5. Dues and Assessments**

- A. A member's obligation for dues shall commence as of the date of eligibility for Active membership.
- B. Management Active membership dues shall be set at 75% of the dues level of the Active membership.
- C. Management Active and Inactive members who return to Active membership status shall be charged Active member dues and assessments from the day of return to line flying.
- D. Management Inactive members who return to Active or Management Active membership status shall be charged all Active member dues and assessments in arrears from the day the member transferred to Management Inactive membership status.
- E. Raises in dues and changes in dues structure shall be determined by the Board of Directors and a majority vote of the members. Reductions in dues shall be determined by the Board of Directors.
- F. For any Agency Shop agreement negotiated by the Association the following shall apply:
  - 1. Any non-member or inactive member who is required to pay an agency service fee under a collective bargaining agreement shall pay an amount representing the cost to the Association of performing the duties of an exclusive representative of the pilots in dealing with the Company on labor-management issues, plus any other amount allowed by law.
  - 2. The Board of Directors shall annually set the amount payable under this provision.
- G. Non-members who wish to rejoin the Association shall be charged all Active member dues and assessments in arrears from the day the member transferred to non-member status offset by the amount paid under any Agency Shop agreement. A processing fee may be charged.
- H. Assessments may be levied on all members of the Association to provide for extraordinary expenses, contingencies, and reserves, provided such assessments are approved by a two-thirds (2/3) majority vote of the Board of Directors and a majority vote of the membership.
- I. Dues, assessments, and agency shop fees shall be paid by employer dues check-off if available.

### **Article III, Section 6. Services to Non-Members**

Unless approved in advance by the Board of Directors, the Association shall not provide services, beyond those required by law, to individuals' eligible for membership but not in a membership status as defined in Article III, Section 1, Classes of Membership.

## **ARTICLE IV - Duties of Officers**

### **Article IV, Section 1. President**

The President shall:

- A. Be the authorized representative of the Association.
- B. Supervise all committees and committee activities.
- C. Serve as Chairman of the Board of Directors.
- D. Notify the Officers of the Association of all meetings of the Board of Directors.
- E. Employ, appoint, discharge, dismiss, terminate, and adjust the compensation of all individual servants, agents and employees of the Association, other than elected Officers and committee members. All decisions under this paragraph require prior notification to the Board of Directors. A 2/3 vote of the Board of Directors may override a decision under this paragraph.
- F. Sign all financial instruments required to discharge the obligations of the Association as required by the Constitution and Bylaws.
- G. Enforce the Constitution and Bylaws.
- H. Sign any agreement entered into between the Association and any other organization.
- I. Supervise the activities of the Association.
- J. Carry out any other duties directed by the Board of Directors.

### **Article IV, Section 2. Vice-President**

The Vice-President shall:

- A. Perform the duties of the President in the absence of the President.
- B. Preside when called upon by the President.
- C. Assist the President in the discharge of all duties.
- D. Inform the President of Constitutional and Bylaws responsibility.
- E. Sign all financial instruments required to discharge the obligations of the Association as required by the Constitution and Bylaws.
- F. Carry out any other duties directed by the Board of Directors.

### **Article IV, Section 3. Secretary-Treasurer**

The Secretary/Treasurer shall:

- A. Take charge of and maintain all books and effects of the Association. This responsibility may be exercised through an independent professional bookkeeper, a Certified Public Accountant, or hired staff member(s). Contract or staff personnel shall work under the supervision of the Secretary/Treasurer.
- B. Keep a record of all proceedings at all meetings of the Board of Directors.
- C. Keep a record of all Officers, committee members and special appointees.
- D. Keep Association membership records showing the number of members, their names, their respective places of residence, and their post office addresses.
- E. Keep an account of all members in each membership class.
- F. Compile and file all financial reports as required by law and the membership.
- G. Sign all financial instruments required to discharge the obligations of the Association as required by the Constitution and Bylaws.
- H. Receive all dues, fees and special assessments of the Association.
- I. Sign and submit all Federal and State reports required under law.
- J. Present the Association books at the end of each fiscal year for audit by a certified auditor. The Secretary/Treasurer shall present this audit upon completion to the Board of Directors and to the membership.
- K. Prepare the official electoral ballot with the names of the nominees and, if not a runoff election, indicate thereon a place to vote for any write-in candidate.
- L. Comply with insurance and bonding requirements in accordance with applicable laws.
- M. Carry out any other duties directed by the Board of Directors.

#### **Article IV, Section 4. Domicile Representatives**

- A. The domicile representatives shall be:
  - 1. The normal contact between domicile members and the National Officers.
  - 2. The normal intermediary between domicile members and local Company management.
  - 3. Available to all members of their domicile for such concerns as the member may have with the Association or the Company.
- B. The domicile Chair shall call and preside at all meetings of the domicile, preserve order during its deliberations, appoint all domicile committees, authorize expenditure of the domicile's budgeted funds, and administer Association domicile duties.
- C. The Vice-Chair shall perform the duties of the Chair in his or her absence or when called upon by the Chair. The Vice-Chair shall assist the Chair at all times in the discharge of domicile duties.
- D. Domicile reps cannot both have the same rank.

#### **Article IV, Section 5, Seniority Representatives**

The Seniority Representatives shall:

- 1. Develop JBPA policy and procedures with the rest of the BOD members.
- 2. Vote with the rest of the BOD members on resolutions, policy, procedures, amendments, letters of agreement (LOA), collective bargaining agreements, strikes or other legal job actions....etc.
- 3. Discuss with the rest of the BOD members how to ensure the well-being of the majority of JetBlue pilots.

#### **Article IV, Section 6. Compensation, Trip Pull/Flight Loss pay, Full/Part Time Representatives**

- A. All Association work that requires trip pull/flight loss pay must follow guidelines outlined in the JBPA Policy Manual, Sections 3,4 & 8.
- B. Approval for any Association member to be placed on permanent flight pay loss must be approved by the BOD by 2/3 vote each quarter.
- C. JBPA will attempt to use teleconference, conference, internet and /or any other "stay at home" technology for the majority of BOD meetings to minimize trip pull/flight pay loss expenses for the Association.

## **ARTICLE V - Board of Directors**

### **Article V, Section 1. Membership**

The Board of Directors shall consist of the Executive Officers, Domicile Representatives and Seniority Representatives.

### **Article V, Section 2. Regular Meetings**

Regular meetings of the Board of Directors shall be held at least four times a year on a date and at a location determined by the President. An agenda for each meeting shall be published in advance of the meeting. There shall be no restrictions on business conducted at any regular meeting of the Board of Directors.

### **Article V, Section 3. Special Meetings**

Special meetings of the Board of Directors may be called by the President or shall be called within fourteen days upon request of at least twenty-five percent of the Board of Directors. An agenda for each meeting shall be published in advance of the meeting. There shall be no restrictions to business conducted at any special meeting of the Board of Directors.

### **Article V, Section 4. Electronic Meetings**

Videoconferencing, teleconferencing, internet, or email are permitted as a method for conducting meetings. JBPA will attempt to use teleconference, conference, internet and /or any other “stay at home” technology for the majority of BOD meetings to minimize trip pull/flight pay loss expenses for the Association.

### **Article V, Section 5. Quorum**

Three-quarters of the members of the Board of Directors, including Duly Designated Representatives, shall constitute a quorum.

### **Article V, Section 6. Absence**

In the absence of a member of the Board of Directors, except the President, a Duly Designated Representative possessing authorization from the absent member shall have and exercise all the rights and privileges of the absent member. If the absent member is a Domicile Representative, the Duly Designated Representative shall be from the same domicile as the absent representative.

### **Article V, Section 7. Votes**

Unless adopted by unanimous consent, all votes on resolutions, except those conducted under Article X, shall be accomplished by a recorded roll call.

### **Article V, Section 8. Conflict of Interest**

- A. No member of the BOD can accept the following positions until two (2) years after the last day of tenure with JBPA:
  - 1. Management position with JetBlue Airways.
  - 2. Management position with any affiliated or owned company of JetBlue Airways.
  - 3. Consultant or staff position, or receive any kind of compensation from a labor relations firm.
  
- B. BOD members shall submit a Conflict of Interest Disclosure Form (C&B Appendix

B1) to the Secretary-Treasurer, which shall be subject to a vote of approval by the Board of Directors at the next scheduled BOD meeting. A majority vote shall be required for approval or rejection.

### **Article V, Section 9 . Seniority Representatives**

The Board of Directors shall consist of the Executive Officers, Domicile Representatives and ten (10) Seniority Representatives.

The ten (10) Seniority Representatives, chosen system wide from each 10% of the JetBlue Seniority List, assure that JetBlue pilot seniority groups are represented within the Board of Directors. Before each election for Seniority Representatives, the JetBlue Seniority List will be divided into ten (10) equal groups one month before the election in order to determine who is eligible for nominations and who is eligible to vote within each seniority group (i.e., 1-10%, 11-20%, 21-30%...etc.).

## **ARTICLE VI - Committees**

### **Article VI, Section 1. Designation**

- A. **Standing Committees:** The Board of Directors shall designate all standing committees as deemed necessary to administer the business of the Association.
- B. **Special Committees:** The President or the Board of Directors may designate special committees as necessary to handle special projects. The Board of Directors, by a majority vote, may discharge a Presidential special committee.
- C. Each committee member appointed by the President shall submit a Conflict of Interest Disclosure Form (C&B Appendix B1) to the Secretary/Treasurer and be subject to a vote of approval by the Board of Directors at the next regular Board meeting following the appointment. A majority vote shall be required for approval or rejection.

### **Article VI, Section 2. Appointment/Removal**

- A. **Standing Committees:**
  - 1. The President shall nominate members to the standing committees.
  - 2. The Board of Directors shall approve all members to the standing committees.
  - 3. The Board of Directors, by a two-thirds vote, may directly appoint committee members.
  - 4. Unless directly appointed by the Board of Directors, committee members may be removed by the President or by majority vote of the Board of Directors.
  - 5. Members directly appointed by the Board of Directors may only be removed by majority vote of the Board of Directors.
- B. **Presidential Special Committees:** The President shall appoint committee members to Presidential Special Committees. Committee members may be removed by the President or by majority vote of the Board of Directors.
- C. **Board of Directors Special Committees:** The Board of Directors shall appoint BOD Special Committee members. Committee members may be removed by majority vote of the Board of Directors.

- D. The Board of Directors shall have complete authority over the nomination, appointment and removal of members of specific standing committees listed in the JBPA Policy Manual.

**Article VI, Section 3. Executive Officers**

The Executive Officers shall be ex-officio members of all committees except specific standing committees as stated in the JBPA Policy Manual.

**Article VI, Section 4. Domicile Committees**

The domicile Chair may appoint committees as deemed necessary to administer the business of the domicile.

**Article VI, Section 5. Conflict of interest**

No member and/or chair of any JBPA committee can accept the following positions until two (2) years after the last day of a committee post:

1. Management position with JetBlue Airways.
2. Management position with any affiliated or owned company of JetBlue Airways.
3. Consultant or staff position, or receive any kind of compensation from a labor relations firm.

## ARTICLE VII - Officers

### Article VII, Section 1. Officers

- A. **Board of Directors (BOD):** All Officers of the Association - Executive Officers, Domicile Officers, and Seniority Representatives.
- B. **Executive Officers:** The President, Vice-President and Secretary/Treasurer.
- C. **Domicile Officers:** Chair and Vice-Chair. The domicile representative who has continuously held the domicile office the longest shall be the Chair. The other representative shall be the Vice-Chair.
- D. **Seniority Representatives:** Ten (10) elected representatives - one for each 10% of the JetBlue seniority list.

## Article VII, Section 2. Eligibility

- A. **Executive Officers:** Active members of the Association for a minimum of twenty-four (24) months immediately preceding appointment to office.
- B. **Domicile Representatives:** Active members of the Association for a minimum of nine (9) months preceding appointment to office. Domicile Representatives can hold office only at the domicile he/she is based at and where he/she is elected. A Representative who transfers out of a domicile will be required to resign his/her office and the vacancy will be filled.
- C. **Seniority Representatives:** Active members of the Association for a minimum of nine (9) months immediately preceding appointment to office. If the majority of members of a seniority group do not meet the nine month requirement, this provision will be waived for that particular seniority group (e.g., the bottom 10%).
- D. No elected Officer may simultaneously hold more than one elected office. This does not preclude an office holder from running for another office.
- E. No member may simultaneously run for more than one office.
- F. All elected Officers of the Association shall have no responsibility to the Company other than flying as a line pilot.
- G. Only active members of the Association in good standing shall be eligible for nomination and election to the Board of Directors. An Officer who retires during a term of office shall vacate that office automatically upon retirement. Any Officer who is ordered to Active Duty service in the United States military in excess of 90 consecutive days or more than 120 days in any twelve month period will be required to resign his/her office and the vacancy will be filled.
- H. All "active membership" time requirements are to be waived for 30 months following NMB certification.

## Article VII, Section 3. Term of Office

- A. Elected Officers shall hold offices for terms of two years or until their successors are elected or appointed.
- B. The term of each office shall begin on January 1.
- C. **Initial Certification of JBPA by National Mediation Board and New Domiciles:**
  - 1. Any member of a new domicile may be nominated within the first fourteen (14) days after the end of the "vacancy award protest period" for the new domicile.
  - 2. From the nominated candidate list, the Board of Directors shall elect the "Duly Designated Representative(s)" to serve until the domicile representative(s) are elected by the domicile membership. Such election shall be held within one year.
  - 3. The initial terms of membership-elected service shall be as follows:
    - a. **Executive Officers: President:** Until the end of the first year, and then two full years thereafter; **Vice-President and Secretary/Treasurer:** Until the end of the first year and one full year thereafter.
    - b. **Domicile Representatives: Vice-Chair:** Until the end of the first year, and then one full year; **Chair:** Until the end of the first year, and then two full years. The Chair will be the candidate with the most number of votes in the initial election.
    - c. **Seniority Representatives:** Until the end of the first year, and then one full year thereafter for even percentages (20%,40%,60%,80%) and until the end of the first year and then 18 months thereafter for odd percentages (10%,30%,50%,70%,90%)
  - 4. Elections shall not be held for any temporary base projected to have a life of six months or less.
- D. No Officer shall be eligible to serve more than two (2) consecutive complete terms in the

same office or three (3) terms total in the same office; however, Seniority Representatives have no term limits. Note: The initial term for all elected officers after JBPA becomes certified by the NMB does not count towards these stated term limits.

- E. When C. above has been complied with, a Domicile Vice-Chair election will be held each year. The elected candidate will be the Domicile Vice-Chair for one year and then become the Domicile Chair for the representative's second year.

#### **Article VII, Section 4. Nominations**

- A. Nominations for office shall be made during the time frame specified in the annual Election Plan.
- B. Nominations shall be submitted on an Association form obtained from and submitted to the Secretary/Treasurer.
- C. Any active member in good standing may nominate any eligible member.
- D. Each nominee must acknowledge acceptance of the nomination in writing to the Secretary/Treasurer or the designated elections officer.
- E. Nominations shall be open for a minimum of fifteen days prior to election balloting.
- F. Candidates shall be posted within forty-eight hours after nomination period closes.
- G. Any active member in good standing may challenge a candidate's eligibility for office. The challenge shall be made in writing to the Secretary/Treasurer and must be received within seven days of the posting of the candidates. The National Officers shall make the final decision and notify the complainant within seven days of receipt of the complaint.

#### **Article VII, Section 5. Elections**

- A. Active members in good standing may vote for only one candidate for each open office (i.e., Executive Officers, Domicile Representatives, and Seniority Representative for the member's relative seniority).
- B. If no candidate receives a majority of votes cast, a runoff election shall be conducted among all candidates who receive one of the top two vote totals. Runoff candidates shall be posted within twenty-four hours after the closing of the election.
- C. In a runoff election, the candidate with the most votes shall be declared the winner.
- D. In the event of a tie in a runoff election, a drawing of lots shall occur among all the candidates who shared the top vote total. An independent, non-JBPA member chosen by the National Officers shall blindly draw the winning name from a box containing the names of the tied candidates on pieces of paper.

#### **Article VII, Section 6. Elected Candidates**

- A. All Officer-elects and runoff candidates may attend any open or closed Board of Directors meeting.
- B. Runoff candidates shall sign a confidentiality agreement prior to attending closed Board of Directors meetings.
- C. Trip pull is authorized for all Officer-elects to attend any Board of Directors meeting.

#### **Article VII, Section 7. Vacancies**

- A. In the event of a vacancy in the office of the President, the Vice President shall become the President pro tempore. If the unexpired term is more than six months, an election shall be held to fill the vacancy for the remainder of the term.
- B. In the event of a vacancy in the office of Vice President or Secretary/Treasurer, the Board of Directors shall appoint an eligible active member to the position pro tempore. If the unexpired term is more than six months, an election shall be held to fill the vacancy for the remainder of the term.

- C. In the event of simultaneous vacancies in the offices of the President and Vice President, the Board of Directors shall elect a President pro tempore and Vice President pro tempore. If an unexpired term is more than six months, an election shall be held to fill the vacancy for the remainder of the term.
- D. Domicile representative.
  - 1. A Duly Designated Representative shall be appointed until the appropriate election process is concluded. If the vacancy is created as a result of a resigning or retiring domicile representative, the resigning or retiring domicile representative shall appoint the Duly Designated Representative prior to resigning or retiring. If the vacancy is created by other means, or if the resigning or retiring domicile representative fails to appoint a Duly Designated Representative, the remaining domicile representative shall appoint the Duly Designated Representative. If there is no other domicile representative to make the appointment, the Board of Directors shall appoint an Active member from the domicile to be the Duly Designated Representative.
  - 2. An election shall be held if the unexpired term is greater than one year. The election schedule shall be published within 15 days of the date of vacancy.

**Article VII, Section 8. Recall of Officers**

- A. The President, Vice President, or Secretary/Treasurer may, with or without cause, be removed from office. A two-thirds vote of the Board of Directors or twenty-five percent of the active membership may petition the Secretary/Treasurer and cause a recall ballot to be taken. The Secretary/Treasurer shall begin balloting within thirty days of receipt of the petition. In any such recall ballot, a two-thirds majority vote of the active membership shall be necessary to remove the Officer.
- B. A domicile representative may, with or without cause, be removed from office. Twenty-five percent of the active membership in domicile may petition the Secretary/Treasurer and cause a recall ballot to be taken. The Secretary/Treasurer shall begin balloting within thirty days of receipt of the petition. In any domicile recall ballot, a two-thirds majority vote of the active domicile membership shall be necessary to remove the Officer.
- C. A BOD Seniority Representative may, with or without cause, be removed from office. Twenty-five percent of the active membership in that seniority block he/she represents may petition the Secretary/Treasurer and cause a recall ballot to be taken. The Secretary/Treasurer shall begin balloting within thirty days of receipt of the petition. In any domicile recall ballot, a two-thirds majority vote of the active domicile membership shall be necessary to remove the Officer.
- D. If any recall is successful, the position shall be deemed vacant. The vacancy shall be filled in accordance with Article VII, Section 7.
- E. The executive officers have the authority to remove a Domicile Representative from office if they feel he/she is not performing the duties associated with that position in a manner that benefits the members of that domicile. A 2/3 vote by the executive officers is needed to effect that removal. The position will be filled as per Article VII section 7 on this Constitution. The removed officer can still run for office again in the same domicile or run for another officer position. If elected again in the same domicile where he/she was removed by the executive officers from, he/she cannot be removed by the executive officers again, but it can be recalled by its domicile members following the recall procedures outlined in this document.

## **ARTICLE VIII - Parliamentary Authority**

The rules contained in the current edition of Roberts Rules of Order Newly Revised shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with this Constitution and Bylaws and any special rules of order the Association may adopt.

## **ARTICLE IX - NEGOTIATIONS AND AGREEMENTS**

- A. During negotiations having the purpose, intent, or effect of amending, modifying, or extending the Collective Bargaining Agreement, at least two (2) elected members of the JBPA Negotiating Committee. This policy shall be adhered to without exception by the National Officers and Negotiating Committee at all times. At the first joint session of any negotiation or mediation or super-mediation, the President of the JBPA or the Chairman of the JBPA Negotiating Committee shall notify management's negotiating committee and the National Mediation Board representative, if applicable of this policy, and that there can be no exceptions to it for any reason.
- B. No member of the Board of Directors or Committee member shall conduct conferences or negotiations having the purpose, intent or effect of amending, modifying or extending the collective bargaining agreement, with any party, without full disclosure of the existence of such conferences or negotiations to the Board of Directors and membership. If conferences or negotiations are to be held and the subject matter is of a confidential competitive nature, then the Board of Directors and membership shall be so notified.
- C. Conferences or negotiations shall not be initiated or carried on or concluded in the name of the Association by any member or any group of members thereof to make or establish basic collective bargaining agreements or other agreements without the prior approval of the Board of Directors.
- D. Basic collective bargaining agreements and agreements of affiliation or merger with other labor organizations shall be submitted to the Board of Directors for review. After reviewing the agreement, the Board of Directors shall vote to approve or reject the agreement. Only agreements approved by the Board of Directors by a majority vote, both one-man, one-vote and roll call vote shall be forwarded to the affected membership for a ratification vote.
- E. The Board of Directors shall determine the date the ratification ballots will be distributed to all active affected members in good standing. Active members in good standing may vote for or against ratification of the agreement and shall return their ballots postmarked not later than fourteen (14) days following the date of ballot distribution. In order to bind the Association, the agreement shall be ratified by a majority vote of the participating members. The membership shall be notified

immediately of the results.

- F. In order to bind the Association, amendments to the basic collective bargaining agreements relative to pay, benefits or work rules, scope, successorship, and any agreements involving seniority list integration shall be ratified by the Board of Directors.
- G. No agreement shall become effective until it bears the signature of the President of the Association or other Association Officers authorized to sign by the Board of Directors.

## **ARTICLE X - Balloting**

### **Article X, Section 1. Method**

- A. All balloting shall be accomplished by electronic means or by paper ballot as determined by the Election Plan.
- B. Write-in votes shall be available in accordance with the election plan. Write-in votes are not permitted in runoff elections.
- C. Control numbers may be used on ballots as long as steps are taken to ensure the secrecy of the ballot.
- D. For non-electronic voting, ballots with the names of candidates nominated and a place for write-in votes shall be distributed to all active members within thirty (30) days prior to the close of balloting. Ballots shall be returned to the Association home office either in person or by U.S. Mail. All valid ballots received prior to the stated closing time on the day the elections close shall be accepted.
- E. For non-electronic voting, the ballots shall be counted no later than 48 hours after the close of the election. Counting and tabulation may not begin prior to the close of the election. Ballots shall remain within unopened envelopes, with voter certification forms intact, until counting and tabulation has begun on the date specified.

### **Article X, Section 2. Timing**

- A. Balloting shall begin no sooner than fifteen (15) days after the publishing of the candidates/issues.
- B. Balloting for contractual issues shall be open for thirty (30) days. Balloting for all other issues shall be open for fourteen (14) days.

### **Article X, Section 3. Results**

Results shall be posted within 48 hours after the close of voting.

### **Article X, Section 4. Protests**

- A. Any member in good standing may protest a ballot or election.
- B. The protest shall be made in writing to the Secretary/Treasurer and must be received within fifteen days after posting of the results.
- C. The protest shall state the exact nature and specifications of the allegation.
- D. The Secretary/Treasurer shall address the protest at the next Board of Directors meeting. The protesting member may attend.
- E. The Board of Directors shall give a specific response on its course of action to the protesting member within seven days of the adjournment of the meeting.

## **ARTICLE XI - Approval, Ratification, and Agreement**

### **Article XI, Section 1. Prior Approval**

Conferences or negotiations with the Company shall not be initiated or carried on or concluded in the name of the Association by any member or any group of members, to make, establish, amend, or extend employment agreements without a majority vote of the Board of Directors.

### **Article XI, Section 2. Ratification**

A majority vote of the Board of Directors is required to send a collective bargaining agreement proposal to the membership. A majority vote of the membership is required for ratification. Collective bargaining agreements shall be ratified only by those Association members on the JetBlue Seniority List covered by the Agreement.

### **Article XI, Section 3. Contract Amendments (Side Letters)**

- A. Contract amendments that have a direct affect on rates of pay, guarantees, scheduling minimums and maximums, employee benefits or seniority, scope protection, code sharing or any kind of flying not performed by JetBlue Pilots under the JetBlue Brand shall be executed in the following manner:
  - 1. A majority vote of the Board of Directors is required to send the contract amendment to the membership.
  - 2. A majority vote of the membership is required for ratification.
- B. All other contract amendments not covered by paragraph A. above may be executed in the following manner:
  - 1. A two-thirds majority vote of the Board of Directors is required for ratification; or,
  - 2. A majority vote of the Board of Directors is required to send the contract amendment to the membership. A majority vote of the membership is required for ratification.

### **Article XI, Section 4. Contract Waivers**

In times of emergency, the Board of Directors, by two-thirds majority vote, may agree to a one-time waiver of the collective bargaining agreement provisions. The Association membership shall be notified as soon as practical of the action and the reason for the action. Any waiver in effect for more than thirty days shall be submitted to the membership for approval.

### **Article XI, Section 5. Merger Or Affiliation**

A majority vote of the Board of Directors is required to send a merger or affiliation proposal to the membership. A majority vote of the membership is required for ratification

## **ARTICLE XII - Strikes**

### **Article XII, Section 1. Authorization**

A strike authorization ballot shall be sent to the membership by a majority vote of the Board of Directors. Authorization to strike requires a majority vote of the active membership.

### **Article XII, Section 2. Declaration**

A strike shall be declared by the President upon a majority vote of the Board of Directors after

having been authorized by the active membership.

### **Article XII, Section 3. Member Conduct During A Strike**

Every Active member shall follow the guidelines promulgated by the President and approved by the Board of Directors.

## **ARTICLE XIII - Hearing, Petitions**

### **Article XIII, Section 1. Hearing**

- A. Any active member or group of members in good standing has the right to a hearing in person before the Board of Directors.
- B. To address the Board of Directors, an active member in good standing must notify the Secretary/Treasurer in writing at least five days prior to the next scheduled meeting.
- C. Items requiring a vote of the Board of Directors shall require a sponsor from the Board of Directors to make a formal motion.

### **Article XIII, Section 2. Petition Procedures**

- A. Any active member or group of members in good standing has the right to petition through the membership.
- B. All petitions shall contain:
  - 1. The originator's name and employee number.
  - 2. The signature, printed name, employee number, and date of signature of each petitioner.
  - 3. The issue of the petition. Issues are to be limited to those which are consistent with the objects of the Association.
  - 4. A signature date no earlier than ninety days prior to submission to the Secretary/Treasurer. (A petition cannot have a signature over 90 days old when submitted to the Secretary/Treasurer).
- C. Electronic petitions are allowed in accordance with procedures in the JBPA Policy Manual.
- D. A petition containing signatures of twenty-five percent or more of all active members in good standing shall constitute a valid petition.
- E. The issue raised by the petition shall then be:
  - 1. Accepted by the Board of Directors and acted upon in its present form; or,
  - 2. Presented to the membership in the form of a referendum and vote. Balloting shall begin within thirty days of the end of the next Board of Directors meeting after submittal to the Secretary/Treasurer. The Board of Directors is bound by the vote unless specifically precluded by other sections of this

## ARTICLE XIV - CONFLICTS OF INTEREST

- A. **Summary:** The purpose of this statement is to assist the JetBlue Pilots Association and all of its related operations in identifying, disclosing, and resolving real and potential conflicts of interest.
- B. **Scope:** The following statements in Paragraph C below apply to all members of the Association and its elected National and Domicile Officers, Seniority Representatives, National Committee Members, and Staff, all of whom shall hereafter be referred to as “the National Officers, Board of Directors (BOD), National Committee Members, and Staff.”
- C. No member of the BOD can accept the following positions until two (2) years after the last day of tenure with JBPA:
1. Management position with JetBlue Airways.
  2. Management position with any affiliated or owned company of JetBlue Airways.
  3. Consultant or staff position, or receive any kind of compensation from a labor relations firm.
- D. **Fiduciary Responsibility:** The Board of Directors and Staff who serve the JetBlue Pilots Association have a clear obligation to conduct all affairs of the Association in a forthright and honest manner. Each person should make necessary decisions using good judgment and ethical and moral considerations consistent with the Code of Ethics stated in the JBPA Constitution and Bylaws, Appendix A. All decisions of the Executive Officers, BOD, National Committee Members and Staff are to be made solely on the basis of a desire to promote the best interests of the Association and membership.
- E. **Statement:** The Board of Directors, National Committee Members and Staff agree in their dealings with the Association to place the welfare of the Association and membership above personal interests, business interests, interests of family members, or others who may be personally involved in substantial affairs affecting the Association’s basic functions.
- F. **Specific Disclosure:** The Board of Directors, National Committee Members and Staff shall submit a Conflict of Interest Disclosure Form set forth in Appendix B (1), when participating in any transactions for the Association which another party to the transaction includes:
1. Himself or herself; or
  2. A member of the family (spouse, parents, brothers, sisters, children, and any other immediate relatives); or
  3. An organization with which the member of the Board of Directors, National Committee Members and Staff or his family, is affiliated. Disclosure of said

interest shall be made within five (5) business days of the first knowledge of the potential transaction.

- G. **General Disclosure:** The Board of Directors, National Committee Members and Staff shall disclose by submitting a Conflict of Interest Disclosure Form set forth in Appendix B (1) disclosing all relationships and business affiliations which may now, or in the future, potentially conflict with the interest of the Association or bring personal gain to them, their family, or their business. While it is not practical to list all situations that might lead to a conflict of interest, disclosure of said relationship or affiliation must be made if any member of the Board of Directors, National Committee Members and Staff or members of their family:
1. Is an officer, director, partner, employee, or agent of an organization with which the Association has business dealings; or
  2. Is either the actual or beneficial owner of more than one percent of the voting stock or controlling interest of an organization with which the Association has business dealings; or
  3. Is a consultant for such an organization; or
  4. Has any other direct or indirect dealings with an individual or organization from which he or she materially benefited (e.g., through the receipt directly or indirectly of cash, gifts, or other property).
  5. Accepts commissions, a share of profits or other payments, loans (other than with established banking or financial institutions at prevailing market rates), services, preferential treatment, entertainment or travel, or gifts from any individual or organization doing or seeking to do business with JBPA valued at greater than \$100 retail.
  6. Buys, sells or leases, whether directly or indirectly, through another company, firm or individual, any kind of property, facilities, or equipment from or to JBPA.
- H. **Reporting of Disclosures:** All disclosures by Staff will be handled by the Association Secretary/Treasurer and will be held in confidence, except when the Association's best interests would be served by bringing the information to the attention of the Board of Directors. All disclosures of the Board of Directors and National Committee Members shall be handled by the Secretary/Treasurer and maintained in a file, which can be inspected by any member of the Association.
- I. **Restraint of Participation:** The Board of Directors, National Committee Members and Staff who have a conflict of interest, real or potential, in any manner shall refrain from participating in the execution of any agreement, contract or verbal binding of the Association and shall refrain from voting on such matters. Board of Directors shall execute an Agenda Disclosure Statement found in C&B Appendix B2 prior to any agenda item that represents a real or potential conflict of interest.
- J. **Determination of Possible Conflict of Interest:** Any individual who is uncertain about a conflict of interest in any manner shall disclose such possible conflict to the appropriate reporting individual, as noted above, using the Conflict of Interest

Disclosure Form found in C&B Appendix B1, noting the potential conflict and any other information which the individual feels would assist JBPA Legal in determining if a conflict of interest exists. The Secretary/Treasurer shall notify JBPA Legal immediately of all disclosures. After the Disclosure Form has been executed, the individual shall be entitled to act as though no conflict of interest exists unless JBPA Legal notifies him or her otherwise in writing.

- K. **When to Disclose Conflicts of Interest:** Each member shall execute a Conflict of Interest Disclosure Form as set forth in C&B Appendix B1 in order to qualify as a candidate for National Officer, Domicile Officer or Seniority Representative, or when nominated for any national committee and before assuming any duties of that office or committee. Staff members shall execute a Conflict of Interest Disclosure Form as set forth in C&B Appendix B1 when applying for employment. The form shall be maintained by the Secretary-Treasurer for the entire term of office/employment and will be destroyed upon completion of term in office or termination of employment with the Association. If a potential conflict of interest arises subsequent to the submission of the original form, the Board of Directors, National Committee Member or Staff member shall complete a Conflict of Interest Form as set forth in C&B Appendix B1 within five (5) business days of becoming aware of the conflict.
- L. **Failure to Disclose:** Each of the Board of Directors, National Committee Members and Staff members who execute a Disclosure Form recognize that such filing is a requirement for continued affiliation or employment with the Association, and further, that a knowing failure to disclose a potential conflict of interest could result in discipline/termination of the employee and become subject to appropriate legal action to recover/return any item obtained in conflict with this policy.

## **ARTICLE XV - Finances**

### **Article XVI, Section 1. Financial Goals**

- A. Ensure prudent and efficient use of member contributions to run a fiscally sound Association on a day-to-day basis.
- B. Ensure safety of principal while seeking maximum return in low-risk, diversified investments.
- C. Ensure maximum liquidity of contingency reserve funds, without incurring significant penalties with regard to asset maturity.

### **Article XV, Section 2. Financial Rules**

The Association shall follow Generally Accepted Accounting Principles.

### **Article XV, Section 3. Budget**

- A. An operating budget shall be presented to the membership for approval on or before November 30 detailing income and operating expense by account for the following fiscal year. The budget shall be approved by a majority vote of the membership.

- B. If the budget fails a membership vote, the most recently approved budget shall be used until the membership approves a revised budget.

#### **Article XV, Section 4. Audits**

An audit of the books shall be performed by a certified public accountant or accounting firm at the end of each fiscal year. The results of that audit shall be available to the membership upon completion.

#### **Article XV, Section 5. Insurance**

The Officers of the Association shall carry liability insurance up to an amount deemed adequate by the Board of Directors. With respect to the benefit programs maintained by the Association, the Association shall maintain adequate bonding and liability insurance coverage for the Association and those authorized to act on its behalf in amounts either required by law or deemed appropriate by the Association.

#### **Article XV, Section 6. Indemnification**

- A. The Association shall indemnify and hold harmless, to the extent permitted by law, the current and former members of the Board of Directors, committees, and staff as well as other members authorized by the Association to act on its behalf, against all liabilities, costs and expenses, including attorneys fees actually and reasonably incurred by him or her, in connection with any threatened, pending, or completed legal action or judicial or administrative proceeding to which he or she may be a party, or may be threatened to be made a party, by reason of his or her actions or omissions within the scope of his or her authorized duties on behalf of the Association, except with regard to any matters as to which he or she shall be adjudged in such action or proceeding to be liable for gross negligence, willful misconduct, or criminal conduct in connection therewith. It is the expressed intent of the Association that the indemnity provided for in this Section is an indemnity extended by the Association, as indemnitor, to indemnify and protect those being indemnified from the consequences of their own negligence. The Association may provide such indemnification through the purchase of insurance, or any other means, as the Association deems appropriate. The Association reserves the right to select counsel in connection with any action, actual or threatened, for any person who is provided indemnification pursuant to this provision.
- B. The Association shall indemnify and hold harmless each current and former member of the Board of Directors of the Association (the "Board"), each member of the 401(k) Committee (the "Committee") and each officer and employee of the Association who is authorized by the Board or the Committee to act with respect to the 401(k) Plan (the "Plan") or who is delegated any responsibility under the Plan, whether as a "fiduciary" under the provisions of the Employee Retirement Income Security Act of 1974, as amended, or in a non fiduciary capacity, against any and all claims, losses, damages, expenses (including reasonable attorney's fees) and liabilities (including any amounts paid in settlement, with the approval of the Board) arising from or relating to the Plan, or to an action or failure to act by any such indemnified party with respect to a matter involving the Plan, except when the same is judicially determined to be due to the fraud, recklessness or willful or intentional misconduct of such indemnified party. The Association may purchase fiduciary liability or other insurance to satisfy its obligations hereunder, but the Association shall pay all liability claims over and above the coverage provided under any such insurance.

#### **Article XV, Section 7. Salaries and Expenses**

- A. Normal expenses incurred by any officer, representative or member while on JBPA business shall be reimbursed by JBPA, provided that authorization from the President or his designated representative is obtained and proper receipts and vouchers are submitted.
- B. The salary of the National Officers shall be as determined by the Board of Directors.
- C. Trip loss procedures and Executive Officer expenses are contained within the JBPA Policy Manual and are subject to review by the Board of Directors and the budgetary process.
- D. Compensatory time off shall be granted by the President or Board of Directors to Officers of the Association, committee members, and members of the Association working on Association business. Procedures for such compensation are contained within JBPA Policy Manual and are subject to review by the Board of Directors and the budgetary process.

#### **Article XV, Section 8. Books And Records Inspection**

- A. The books, records and accounts of the Association shall be made available, with or without just cause, for inspection by any active member in good standing.
- B. The items open for inspection include all records required to be retained under the Labor-Management Reporting and Disclosure Act of 1959, as amended.
- C. The inspection shall be completed within 60 days from receipt of written request to the Secretary/Treasurer.
- D. Specific procedures on conduct of the books and records inspection shall be as stated in the JBPA Policy Manual.

### **ARTICLE XVI – Open Communications**

#### **Open Communication**

It is the responsibility of the Board of Directors, all elected members, and all committee members and chairs to maintain open communications with the membership. No Board of Director member, committee chairs, and any other JBPA member engaged in JBPA work, may sign a confidentiality agreement with the company, a company representative, or anyone working on behalf of the company.

### **ARTICLE XVII - Amendment Of Constitution**

- A. A ballot to amend the Constitution and Bylaws may be initiated by:
  - 1. Two-thirds majority vote of the Board of Directors; or, Petition of twenty-five (25) percent of the active members in good standing.
- B. A two-thirds majority vote of the membership is required to amend the Constitution and By-laws.

## **APPENDIX A - CODE OF ETHICS**

### **JBPA National Officers, Domicile and Seniority Representatives, Staff, Consultants, and National Committees**

- I will faithfully discharge the duty I owe the Association, which makes possible my way of life.
- I will respect other officers, committee members, and employees of the Association remembering that respect does not entail subservience.
- I will do all within my powers to discharge my duties efficiently and in a manner that will not cause unnecessary delays or expense.
- I will faithfully adhere to the policies, directives, and resolutions of the Board of Directors.
- I will realize that as a representative of the Association, I will at all times keep my personal appearance and conduct above reproach.
- I will direct any criticism or proposed changes to the proper authorities within the Association.
- I will hold the Association's business secrets in confidence, and will take care that they are not improperly revealed.
- In dealing with others I will expect efficient performance, yet I will overlook small discrepancies and refrain from unnecessary and destructive criticism.
- I will conduct my affairs with the Association in such a manner as to bring credit to the Association and to myself.
- I will conduct my affairs with the Association and its members in accordance with the rules laid down in the Constitution and Bylaws of the Association and the interpretations promulgated there from.
- I shall refrain from taking advantage of the confidence reposed in me by my fellow members. If I am called upon to represent the Association in any dispute, I will do so to the best of my ability, fairly and fearlessly, relying on the influence and power of the Association to protect me.
- I will regard myself as a debtor to the Association and will dedicate myself to its advancement.
- I will not publish articles, give interviews, or permit my name to be used in any manner likely to bring discredit to the Association.
- I will continue to keep abreast of labor developments so that my skill and judgment, which heavily depend on such knowledge, may be of the highest order.
- I will endeavor to my utmost to faithfully fulfill the obligations of the JBPA Code of Ethics.
- Ethics are not learned by teaching; they are inculcated by example and by experience. To a man of honor, ethics come as naturally as good table manners.

There are many rights guaranteed by the United States Government through the Labor Department and other government agencies. The Labor Management Reporting and Disclosure Act of 1989, as Amended provides a wealth of information regarding your fundamental rights as a union member. To obtain a copy of this Act, you may write to: U.S. Department of Labor Office of Labor-Management Standards Washington, DC 20210 or you can request it by telephone. Offices are located in many major cities throughout the United States and are listed under United States Government, Labor Department, and Office of Labor-Management Standards.

**APPENDIX (B1)**

**Conflict of Interest Disclosure Form**

(Submit to the JetBlue Pilots Association Secretary-Treasurer)

*I have received and read the Conflict of Interest statement as set forth in Article XIII of the Constitution and Bylaws and to the best of my knowledge and information, I am in compliance with the provision except as specifically set forth below. If my status should ever change, I will advise the Secretary-Treasurer and complete an additional Disclosure Form within five (5) business days. (Check one)*

*I have no conflict of interest as set forth in Article XIII of the Constitution and Bylaws.*

*I am involved in a potential or actual conflict of interest as defined in Article XIII of the Constitution and Bylaws as set forth below:*

Signature \_\_\_\_\_ Employee Number \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX (B2)**  
**Agenda Disclosure Statement**

This form is for any National Officer, Domicile Representative, Seniority Representative, Duly Designated Representative (DDR), or Proxy (Officer) who has a real or potential conflict of interest with an agenda item. (C&B Article XIII)

Each Officer **MUST ABSTAIN** from voting on a measure that inures to his special private gain.

Each Officer is also prohibited from knowingly voting on a measure that inures to the special gain of a member of the family (spouse, parents, brothers, sisters, children, and any other immediate relatives).

Each Officer is also prohibited from knowing by voting on a measure that inures to the special gain of an organization of which he is affiliated.

In any of the above cases, you should disclose the conflict prior to the announcement of the agenda item. The conflict of interest must be disclosed by completing this form and submitting it to the Secretary-Treasurer for inclusion in the meeting minutes.

**LAST NAME:** \_\_\_\_\_ **FIRST NAME:** \_\_\_\_\_

**DOMICILE OR OFFICE:** \_\_\_\_\_

**AGENDA ITEM NUMBER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_