

LOA 22 – Voluntary Early Separation Program (VESP)

LETTER OF AGREEMENT

Between

JETBLUE AIRWAYS CORPORATION

and

THE AIRLINE PILOTS

in the service of

JETBLUE AIRWAYS CORPORATION

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT (“LOA”) is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between JetBlue Airways Corporation (“JetBlue” or the “Company”) and the Air Line Pilots Association, International (the “Association”) (collectively, the “Parties”).

WHEREAS, the Company and the Association are parties to a collective bargaining agreement, (the “Agreement”) setting forth rates of pay, rules, and working conditions of JetBlue Pilots; and

WHEREAS, the Parties have agreed, on a one-time basis, to a voluntary early separation program to mitigate planned downgrades by making available to Pilots aged 59 and older certain terms, as set forth herein, for voluntary separation from employment with the Company.

THEREFORE, BE IT RESOLVED, the Parties to this LOA hereby agree as follows:

A. Voluntary Early Separation Program

1. The Company shall offer a Voluntary Early Separation Program (“VESP”) in accordance with the terms set forth in this LOA.
2. A Pilot awarded a VESP is referred to herein as a “Program Participant.”
3. A Pilot awarded a VESP will be considered to have voluntarily retired, be removed from the system seniority list, and separated from employment with the Company on their VESP Effective Date, except as provided in Paragraph G.3 herein.

B. Eligibility and Awards

VESPs shall be awarded as follows:

1. All Qualified Pilots shall be eligible to bid for a VESP award.
2. A Qualified Pilot is a Pilot who:
 - a. will have attained the age of 59 on or before March 31, 2025; and
 - b. has been an Active Pilot any day within the one hundred and eighty (180) days preceding the Effective Date of this LOA.
3. The Company shall post a VESP bid, which shall be open to all Qualified Pilots, and which shall open on [DATE] and close at 1200ET on the [DATE].
4. The Company shall award all VESPs in system seniority order to all Qualified Pilots (up to and including two hundred (200) Captains) who bid for VESP and publish the award no later than three (3) days after bid closing. The Company may award additional VESPs if staffing levels permit.
5. Once awarded, a VESP may not be rescinded by the Company, except as provided in Paragraph G.3 herein.
6. A Program Participant's VESP Effective Date is the later of April 1, 2025, or the day following the last day of the Program Participant's carry-in Pairing, if any, from the preceding month. The Program Participant's last day of work is the date immediately preceding the VESP Effective Date.

C. Offsets

On a one-for-one basis, for every Captain awarded a VESP, excluding Captains awarded a VESP whose mandatory retirement date is prior to September 1, 2025, a planned Downgrade in the planned Supplemental System Bid shall not occur.

D. Payment

1. Provided the Program Participant has fully executed and not revoked the Separation Agreement and General Release (and Supplemental Release, if applicable) (collectively "Release(s)") in accordance with its terms, the Program Participant shall be entitled to the Separation Payment (in addition to any other applicable pay and credit, including carry-in credit).
2. Except as provided in Paragraph G.3 below, the Separation Payment will be made in the pay period following the end of the seven (7) day mandatory revocation period provided there are three (3) Business Days following the end of the revocation period to process such payment. If there are less than three (3) Business Days, the Separation Payment will be made during the next pay period. The Separation Payment will be as follows:

[Fifty-five (55) hours] x [the Program Participant's hourly pay rate as of the VESP Effective Date] x [EITHER eighteen(18) months OR the number of months from, and inclusive of, the month of the Program Participant's VESP Effective Date until, and inclusive of, the month in which the Program Participant would reach the FAA mandatory retirement age (65 years of age), whichever is less] x [1.17].

- Example 1: A Pilot is an A320 Captain with more than 12 years of longevity turns 65 on December 12, 2027 and has a VESP Effective Date of April 1, 2025. The Pilot's calculated payment is $55 \text{ (hours)} \times \$359.40 \text{ (rate)} \times 18 \text{ (months)} \times 1.17 = \$416,293.02$.
 - Example 2: A Pilot is an E190 Captain with 8 years of longevity turns 65 on December 12, 2025 and has a VESP Effective Date of April 1, 2025. The Pilot's calculated payment is $55 \text{ (hours)} \times \$277.75 \text{ (rate)} \times 9 \text{ (months)} \times 1.17 = \$160,858.91$.
3. In addition to the payment pursuant to Paragraph D.1 herein, all accrued and unused PTO/VPTO shall be paid out to the Program Participant and treated as eligible compensation for purposes of calculating Pilot Nonelective Contributions to the JetBlue Airways Retirement Plan. The PTO/VPTO payout is not eligible for Pilot elective deferrals.
 4. The payment pursuant to Paragraph D.1 herein is not considered eligible Compensation for calculation and allocation of profit sharing under Section 3.N of the Agreement, or for Pilot elective deferrals, or calculating Pilot Non-Elective Contributions to the JetBlue Airways Retirement Plan.
 5. The payment pursuant to Paragraph D.1 herein shall not be eligible for deferral to the Crewmember Stock Purchase Plan ("CSPP") under Section 3.M of the Agreement.

E. Insurance

1. Upon separation, a Program Participant (including eligible dependents) who was a participant in the group medical, dental, and vision benefits sponsored by the Company on the day before the VESP Effective Date, the Company will cover the full cost of the COBRA premiums (employer and employee portions), in accordance with the terms and conditions of the governing medical, dental, and vision benefit plan documents for up to eighteen (18) months, provided the Program Participant remains eligible for COBRA, following the Program Participant's VESP Effective Date. For Pilots who reach the age of 65 prior to the end of the eighteen (18) month period, Company funded COBRA continuation will end as of the date the Pilot is eligible for Medicare. If the Program Participant begins coverage under another group health plan, their COBRA continuation shall cease.
2. Upon separation, Program Participants shall be offered conversion of life insurance coverage under the same terms and conditions as other separated Crewmembers.
3. STD and LTD benefits and premiums will terminate for a Program Participant not on STD or LTD as of the VESP Effective Date.
4. The Company shall reinstate an amount equal to the Program Participant's unused Green Plan HRA balance provided they elect COBRA coverage pursuant

to Paragraph E.1 herein. Any unused balance shall be forfeited when the Program Participant's COBRA coverage terminates pursuant to Paragraph E.1 herein.

F. Travel Privileges

1. Beginning on a Program Participant's VESP Effective Date, the Program Participant (and their eligible dependents) shall be eligible for retiree flight benefits provided they are eligible under Company policy.
2. A Program Participant (and their eligible dependents) who does not meet the Company eligibility requirements of retiree flight benefits will be limited to retiree flight benefits on JetBlue.
3. A Program Participant shall be removed from CASS and shall not be eligible for jumpseating as of their VESP Effective Date.

G. General

1. A Program Participant will not be eligible to be awarded or otherwise participate in any System bid under Section 24 of the Agreement that takes place prior to their VESP Effective Date.
2. In order to be entitled to receive the Separation Payment, any Travel Privileges, and COBRA continuation benefits under this LOA, Program Participants must execute and not revoke a Release(s). The Company will allow the Association to review and comment on the Release(s) before the Company presents it to Qualified Pilots.
3. A Program Participant who does not timely execute a Release(s) or who revokes the Release(s) during the revocation period, shall have their VESP rescinded, shall permanently cease being a Program Participant, shall not be considered to have voluntarily retired, shall remain on the system seniority list, and shall not be separated from employment with the Company pursuant to the VESP.
4. The Release(s) shall be sent to the Program Participant's Company email and considered received on that date.

H. Disputes

The Parties agree that individual disputes arising out of the provision of Program benefits after separation shall be resolved pursuant to Sections 20 and 21 of the Agreement. Such disputes are limited to errors in administering or providing the benefits agreed upon in Section 2 of a Program Participant's Release. Such grievance(s) must be filed timely in accordance with Section 20.A.2. of the Agreement. All other disputes by Program Participants are subject to the terms of the Release.

I. Scope, Effective Date, and Duration

1. The Parties agree that, by entering into this LOA, they are not modifying the Agreement, except as expressly provided herein.
2. This LOA shall become effective and binding on the date it is fully executed, which shall be the Effective Date.

Tentative Agreement
Voluntary Early Separation Program
1.21.25

Executed this _____ day of January, 2025

For JetBlue Airways Corporation:

Jeffrey Winter
Vice President, Flight Operations
JetBlue Airways Corporation
DATE: _____

**For the Air Line Pilots Association,
International:**

Captain Jason Ambrosi
President
Air Line Pilots Association, International
DATE: _____

Captain Wayne Scales
Chairman
JetBlue Master Executive Council
DATE: _____