

**DOCKET NO.: SA-519
EXHIBIT NO. 2D**

**NATIONAL TRANSPORTATION SAFETY BOARD
WASHINGTON, D.C.**

**OPERATIONAL FACTORS GROUP CHAIRMAN'S FACTUAL REPORT
ATTACHMENT 3: FLIGHT TIME LIMITATIONS – ALLIED PILOTS
CONTRACT**

**American Airlines flight 1420
Little Rock, Arkansas
June 1, 1999**

DCA99MA060

Attachment 3

to Operational Factors Group Chairman's Factual Report

DCA99MA060

Flight Time Limitations – Allied Pilots Contract

- c. At the start of the month, such time shall be applied, after all appropriate applications of paragraphs a. and b. above have been made, in order to increase such pilot's credited projection (PROJ), pay projection (PPROJ), and scheduled projection (SPROJ) up to but not beyond the monthly maximum.
- d. All fly-through time not used in the application of a., b., and/or c. above will be placed in the pilot's fly-through CPA (FTCPA) and at month's end will be added to the pilot's CPA balance.
- 9. A pilot cannot be scheduled for more than eight (8) hours duty aloft in a single duty period. [See Q&A #58]
- 10. No pilot shall be assigned any duty with the Company during any rest period.
- 11. Duty aloft includes the entire period during which a pilot is assigned as a member of an airplane crew during flight time.
- 12. Scheduled for duty aloft means the assignment of a pilot on the basis of the flight time established in the operations schedules rather than actual flight time.
- 13. Flight time is the time from the moment the airplane first moves for the purpose of flight until it comes to rest at the next point of landing (block-to-block time). However, when the captain elects to delay starting engines due to quoted takeoff delays, flight time will, at the option of the captain, be considered to begin at the time the aircraft would normally have departed, and such delay time shall apply for pay and credit purposes and monthly credited time, but will not be included in duty aloft time.
- 14. The Company will maintain a computer tracking and alert system in order to provide prospective notification to crewmembers who require a twenty-four (24) hour break to avoid seven (7) consecutive days on duty

B. Notification

- 1. The Company shall maintain a standard method of notifying pilots of the scheduled departure time of their trips. When the scheduled departure time is appreciably delayed, pilots shall be notified as far in advance as is practicable, consistent with the circumstances. At originating stations, every effort shall be made to promptly notify pilots of any cancellation, delay or deferment of their trips.
- 2. a. Monthly trip selections shall be made available to the pilots fifteen (15) days prior to the effective date of the trip selection period. Such trip selections will be available to the pilot for selection purposes for a minimum of five (5) days. Trip selections shall close no earlier than 0001 of the nineteenth (19th) day of the calendar month in which they are made available. Trip selection awards shall be made available at least five (5) days prior to the beginning of the month for which trip selections are effective.
- b. Changes to the bid sheet shall be made available to all pilots by computer file and by posting at each crew base operations. The Company may make changes to the bid sheet up to twenty-four (24) hours prior to the actual time of bid closing. Changes made during the twenty-four (24) hours prior to the actual time of bid closing, other than the complete elimination of a trip selection, shall be treated as a reassignment and are subject to the provisions of Section 18 E. or Supplement I Section 7, as applicable.
- c. The Company shall make available projected crew assignments on all regularly scheduled trips not less than five (5) days in advance of the departure of such trips, except when prevented by circumstances beyond the control of the Company. In any event all pilots shall be furnished with adequate notification of the departure time of their trips. A pilot on a regularly scheduled sequence of trips shall not be removed from such sequence except in cases of irregularity of scheduled operations or unforeseen contingencies, which necessitate such removal.
- 3. Pilots shall not be required to keep the Company advised of their whereabouts on days off, while on vacation or while on layover.
- 4. It shall be the responsibility of pilots who are unable to report for duty to notify, as far in advance as possible, the controlling Chief Pilot or a designated representative of this fact, giving the reason for their inability to report for duty.
- 5. This Agreement contemplates that pilots shall devote their entire professional flying service to the Company, except that nothing in this Agreement shall be construed to prevent any pilot from affiliating with the military service of the United States.



C. On Duty Time

- 1. The following on duty limitations shall apply: [See Q&A #109]

<u>Departure Time</u>	<u>Schedule</u>	<u>Re-Schedule</u>	<u>Maximum</u>
0600-1759	12 ½ Hours	13 Hours	14 Hours
1800-2059	11 Hours	12 Hours	13 Hours
2100-0559	10 Hours	11 Hours	12 Hours

*On a block-to-block basis, if the duty period has a break of at least five (5) hours or twice the number of hours of duty aloft preceding the break, whichever is greater, then the twelve and one-half (12-1/2) hour schedule applies.

- 2. The determination of on duty periods shall be based on home base time.
- 3. a. A pilot's scheduled or rescheduled on duty period shall commence:
 - (1) One (1) hour prior to the scheduled or rescheduled departure time for a pilot flying the first flight of a duty period, or thirty (30) minutes prior to the scheduled or rescheduled departure time for a pilot deadheading on the first flight of a duty period, and shall continue until fifteen (15) minutes after the scheduled arrival time of the duty period's last flight assignment. [See Q&A #59, #60, #61]
 - (2) Such scheduled or rescheduled on duty period shall run continuously unless broken by a scheduled or rescheduled rest period in accordance with the following:



<u>SCHEDULED ALOFT WITHIN 24 HOURS</u>	<u>HOURS OF SCHEDULED REST</u>
(a) less than 8 hours aloft	10:00*
(b) 8 hours or more but less than 9 hours aloft	10:00
(c) 9 hours or more aloft	11:00
(d) Home base	12:00

*The Company may schedule and must identify as such, in the monthly trip allocation, up to eighteen (18) monthly rest periods of not less than nine hours thirty minutes (9:30) at non-crew base stations. All eighteen (18) rest periods may be scheduled at the same station, eighteen (18) different stations or any combination thereof. Any or all eighteen (18) stations may be changed from month to month or within the month. [See Q&A #33, #62]

If other requirements of this Agreement necessitate a longer or shorter rest period, such provisions shall govern.

- b. In actual operations, an on duty period shall commence at the required reporting time, but in any event not less than one (1) hour before departure or as provided in C.3.a. above and shall run continuously unless broken by a reduced rest period as provided below where sleeping accommodations are provided at or near the airport; or nine hours and thirty minutes (9:30) as provided in C.3.a.(2) above. In any case, the pilot will be provided, in addition to reduced rest, normal round-trip travel time to the rest facility.

Where the Company provides reduced rest as stipulated below, the pilot shall also be scheduled for compensatory rest after the on duty period following the reduced rest period. Such compensatory rest period shall commence no later than twenty-four (24) hours from the beginning of the reduced rest period:

<u>SCHEDULED ALOFT WITHIN 24 HOURS REST*</u>	<u>HOURS OF REDUCED REST</u>	<u>HOURS OF COMPENSATORY</u>
Less than 8 hours	8:00	10:00
8 hours or more but less than 9 hours	8:00	11:00
9 hours or more	9:00	12:00

* Plus normal round-trip travel time to the rest facility.

In no case will the off duty period be less than twelve hours (12:00) at the pilot's base, except those off duty periods immediately following a training duty period outlined in Section 6, in which case such off duty period shall not be less than ten hours (10:00) at the pilot's base.

The required reporting times of one (1) hour, or thirty (30) minutes, and the fifteen (15) minutes debriefing time, are to be considered a part of all on duty periods.

- c. If termination at the pilot's base is at a co-terminal other than the original point of departure, there shall be added one (1) hour to the on duty period for the purpose of allowing for the use of Company furnished transportation as set forth in Section 24.I. of this Agreement. However, this hour shall not be construed to be a part of the on duty period as specified in C.1. above.
- d. A pilot deadheading shall be considered on duty, provided that the Company may approve such pilot's request to exceed fourteen (14) consecutive hours on duty for the purpose of deadheading to the pilot's base. [See Q&A #63]

D. Off Duty Time [See Q&A #120]

- 1. Regularly scheduled pilots shall receive not less than five (5) separate periods of forty-eight (48) consecutive hours free from all duty with the Company at their base during each contractual month. However, at the option of the Company, one (1) of the said forty-eight's (48's) may be:
 - a. combined with another forty-eight (48) to produce a duty free period of ninety-six (96) consecutive hours, or
 - b. split into two (2) separate duty free periods of twenty-four (24) consecutive hours each, or
 - c. split into two (2) twenty-four's (24's), each of which is combined with a forty-eight (48) to produce two (2) duty free periods of seventy-two (72) consecutive hours, or
 - d. split into two (2) twenty-four's (24's), one of which is combined with a forty-eight (48) to produce a duty free period of seventy-two (72) consecutive hours, and the other scheduled separately or
 - e. the Company may combine the five (5) forty-eight's (48's) to produce two (2) separate duty free periods of ninety-six (96) consecutive hours each, and an additional forty-eight (48) scheduled separately.
 - f. Such scheduled duty free periods shall be preplanned and indicated on the monthly selection sheet and shall be separated by not less than twenty four (24) hours.
 - g. Any regularly scheduled pilot may request a change in any scheduled duty free period by giving the Company notice prior to the beginning of the duty free period to be changed. Such duty free period, once begun may not be interrupted by either the pilot or the Company.

The Company may change a regularly scheduled pilot's scheduled duty free period only if it is necessary for the purpose of keeping the airline in operation, provided that with such pilot's consent the Company may change one (1) Duty free period prospectively for purposes of assigning such pilot to simulator training. [See Q&A #29, #64]

- h. A regularly scheduled pilot may voluntarily drop a single forty-eight (48) hour duty free period (DFP) during the course of a contractual month. However, the Company cannot require such pilot to forfeit a DFP. [See Q&A #64]
- 2. a. Reserve duty free periods shall be scheduled to run from midnight to midnight.

