

“PT” or Phew!



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The Central Scheduling Committee has been inundated with phone calls and questions regarding the FAA mandated “protected time” (PT) procedures. There is a great deal of confusion on this issue. I asked Jed Thomas, our Reserve Specialist, to meet with ALPA Attorney Jim Johnson, ALPA’s PT expert, to determine the correct procedures for implementing the mandated rest (PT) required by FAR 121.471 (Flight time limitations and rest requirements). Jed did a very thorough job investigating all the nuances and intricacies of the FAR. Additionally, Jed will be contacting the other major carriers to see if they have a better procedure for applying these rest rules. Lineholders, please make sure you understand this PT issue, because if the pilot sitting next to you is an S Reserve, then these rules could also affect you by limiting the other pilot’s duty day.

Let’s start with the basics. The FAR requires that at the “scheduled” completion of a duty period when looking back at the preceding 24 hours, there must be 9 hours of protected rest (PT). This 9 hours rest may be reduced to 8 hours, provided there is compensatory rest. The compensatory rest *must* begin no later than 24 hours from the beginning of the reduced rest. E.g., PT 2200 Monday – 0659 Tuesday is then reduced to 0559 Tuesday (8 hours). The compensatory rest must begin no later than 2200 Tuesday, which is 24 hours from the beginning of the reduced rest. It is helpful in understanding this FAR to realize that it refers to *scheduled* and not necessarily *actual* times. As long as you were realistically and legally scheduled, you have complied with the FAR. If you are delayed due to circumstances beyond the control of the Company (weather, maintenance, ATC), you are legal to continue the trip even if there is no longer 9/8 hours rest look

back in the previous 24 hours. Again, you were legally scheduled and that is what the FAR considers. In fact, if you look at *just* FAR 121.471, there is no duty time limit established.

If you encounter the above situation, there are a few things you should consider. First, there is contractual relief. Section 12(H) of our Contract states that a pilot shall not be scheduled for more than 14 hours (12 hours for “back of the clock” operations). It further states that a pilot may be required to stay on duty for 15 hours to complete a duty period originally scheduled for 14/12 hours. The contractual duty limits are more restrictive than the FAR, but the 15-hour contractual limit does not begin until check-in (one hour prior to departure), irrespective of your PT. The FAR and the Contract duty period have totally separate and unrelated criteria.

If you find yourself in the situation where you are legal by both criteria (Contract and FAR) but are too tired to continue the trip, you do have another option. The FAA has said that if a pilot operates an aircraft with insufficient rest, he/she could be charged with a careless or reckless violation in accordance with FAR 91.13. As pilots, our first responsibility is to the safety of our passengers. If it is not safe to fly, don’t fly! Simply tell scheduling that you are “too fatigued to fly” and are not continuing for safety reasons. If you choose to go this way, you should be prepared to explain to your Chief Pilot why you were too fatigued to fly—there certainly are circumstances that would cause this. I also recommend that you always call your rep before talking to the Chief Pilot.

Let me throw a monkey wrench into the process. Above, I said if you were realistically and legally scheduled, you are in compliance

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with the FAR. If you have a flight for which you were called out that is scheduled to depart at 1800, but the aircraft is in the hangar with an Estimated Time of Repair (ETR) of 2345, realistic scheduling would say your departure would be no earlier than 2345 and *not* the originally scheduled 1800. You would then add your *scheduled* duty time for the remaining segment(s), plus 15-minute debrief to 2345. That would give you the scheduled end of your duty period. From that point you must be able to look back 24 hours and see 9/8 hours of scheduled rest (PT) in order to be in compliance with FAR 121.472. However, if the maintenance delay and ETR were known to the Company only after you were scheduled, then you are legal to continue and finish the trip.

Another example might be if you are scheduled to depart at 1800, but the aircraft making up your flight is still in IND with a four-hour ground hold. It would not be realistic if the Company called out a pilot(s) during this four-hour period with an expected departure time of 1800. Complicated enough yet? Well, wait. There's more.

Suppose you are on a trip, and the system gets fouled up with numerous cancellations and delays. After sitting in the airport for three hours, scheduling calls you with the dreaded "reschedule." What are the legal ramifications of this in regards to your PT? Well, a reschedule is not beyond the control of the Company, so they are required to reschedule you to be in compliance with FAR 121.472. This means that at the *completion* of your reschedule, there must be a scheduled PT (9/8 hour rest) within the previous 24 hours. If there is not, you are not legal to go. Creative scheduling cannot be applied to make this work. Realistic scheduling means taking into account what you have already flown up to the point of reschedule.

Here is one final item. Is the Company allowed to *extend* your PT? The answer is yes. They would have to contact you *before* your PT starts. However, they could contact you during your rest period and if you answered your phone, the PT could be extended. By the way, this is the same procedure to be used to *shorten* your PT to 8 hours—the Company must tell you before your PT begins or during your PT if you answer your phone.

Summary

1. The rest period (PT) required by FAR 121.471 is based on *scheduled* operations and not necessarily *actual* operations.

2. The scheduling must be *realistic*.
3. If you meet all the requirements of FAR 121.471 and the contractual limits, but are still not rested, then don't fly. Safety is our first concern and besides, if you do fly under these circumstances, you could be in violation of FAR 91.13.
4. Your 9-hour PT may be reduced to 8 hours, providing you receive compensatory rest starting *no later* than 24 hours after the *beginning* of your reduced PT.
5. Your PT may also be extended.

Other helpful scheduling tips

- If you are put on hold while talking to scheduling, you are still being taped.
- Sometimes the scheduler simply hits mute rather than hold; this means the scheduler may hear everything you say.
- Reserves may be scheduled for training on their days off. If you move these days off and do *not* break guarantee, you will not be paid for the training as "Pay No Credit" per Section 11(F)4 of the contract. Some pilots use the avoid bid practice during RTBS by being available only on their off days to ensure getting training on off days thereby guaranteeing the "Pay No Credit."
- S Reserves: it might be in your best interest to call the VRS to obtain your PT for the next day. If scheduling is going to change your PT after you have checked your time (this shows up on their computer), they must call to notify you. If you do *not* check with VRS, they may change your PT before you verify your time and *not* be required to call you.

I know how complicated this PT issue is, and I hope this article helped clarify some of the questions. If you are still confused, please call one of the members of the Central Scheduling Committee listed in the MEC Directory ("gray sheets") in the *US AIRWAVES*. You will find them very knowledgeable and helpful.

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