

**AGREEMENT  
BETWEEN  
AIRLINES (\*\*\*)  
AND  
Pilot Associations  
CONCERNING  
THE HANDLING, USE AND DISPOSITION OF  
COLLECTED  
AIRCRAFT FLIGHT DATA  
&  
COCKPIT VOICE RECORDER INFORMATION**

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## 1. GENERAL

- 1.1 This Agreement covers the handling, use and disposition of collected flight data/information obtained via **Aircraft Condition Monitoring Systems (ACMS)** and flight data/information obtained from **Cockpit Voice Recorders (CVR)**.
- 1.2 The term "**ACMS**" will, for the purpose of this Agreement, signify **any** present and future type of collecting system, or part thereof, with the purpose of collecting any type of aircraft and/or flight data except for sound waves including communication. The total output from Aircraft Condition Monitoring Systems will be defined as "**ACMS-data**".
- 1.3 The term "**CVR**" will, for the purpose of this Agreement, signify **any** present and future type of sound wave recording device, or part thereof, with the purpose of recording sound waves including communication in the cockpit environment. The total output from **Cockpit Voice Recorders** will be defined as "**CVR-info**". CVR-info shall be stored in a separate unit, and not as an integrated part of another collecting system.
- 1.4 ACMS-data, CVR-info and any material produced on basis of such data and information shall, at any time and by all parties, be handled in accordance with this Agreement and be protected against use not specifically covered in this agreement.
- 1.5 The term "**Read-out**" will, for the purpose of this Agreement, signify a detailed presentation of selected relevant parameters covering a selected time period. A "Read-out" may be presented, stored and filed in any form and on any suitable media.
- 1.6 An "**Office Routine**" document has been adopted as part of this Agreement, covering specific Operational Safety Limits and Normal Office Routines for handling of Operational Safety Limit Analysis, Flight Crew Member(s) Matters and Aircraft Inspection Analysis.
- 1.7 The head of \*\*\* ACMS Analysis Office, has the overall responsibility for the handling, use and disposition of data obtained via ACMS and information obtained from CVR, to be in accordance with this Agreement. Selected key staff within the Maintenance & Engineering Department in \*\*\* will be authorized by \*\*\* ACMS Analysis Office to make use of ACMS-data. The authorization covers delegated responsibility for the handling, use and disposition of ACMS-data to be in accordance with this Agreement within their respective Departments. The authorization shall be renewed once a year and \*\*\* ACMS Analysis Office shall maintain an updated file containing names of selected staff.

1.8 A **Flight Data Working Group (FDWG)** is established. The main objective of the group shall be to follow up on the administration of this Agreement, be a forum for negotiations concerning new and/or temporary procedures related to this agreement and to solve possible disagreements. The following members shall form the Group:

- The head of \*\*\* ACMS Analysis Office, chairman
- 1 - (one) representative from \*\*\* Flight Operations Department.
- 1 - (one) representative from \*\*\* Maintenance & Engineering Department.
- 1 - (one) representative from each Pilot Association with which \*\*\* signs collective Agreement (from here on called the Pilot Association(s)).

1.8.1 If other airlines in the \*\*\*-group is signing an ACMS/CVR agreement, and having a collective agreement with the Pilot Associations, the FDWG shall be common and shall be increased with 1 - (one) representative each from respective Flight Operations Department and Maintenance & Engineering Department.

1.8.2 FDWG shall without unnecessary delay in the most practical way meet when any member of the group so desire. A regular meeting interval shall be agreed upon but not less than twice a year. Every meeting shall be recorded in a Minute of Meeting which shall be approved by the chairman and the Pilot Associations FDWG representatives.

1.8.3 When this agreement refer to "relevant Pilot Associations FDWG representative" it is meant the Pilot Association to which a Flight Crew Member is connected. If no such connection exists, the Crew Base to which the Flight Crew Member belongs shall be basis for selecting relevant representative.

1.8.4 Agreements in the FDWG shall be based on unanimous decisions between the parties.

1.9 This Agreement is valid for Flight Crew Members employed by \*\*\* regardless of registration and/or ownership of the aircraft flown unless otherwise agreed upon between \*\*\* and the Pilot Associations.

1.10 This Agreement is valid from the date of signature by all parties. This Agreement shall be renegotiated if requested by any of the parties in case of disagreement on content or interpretation. This Agreement may be terminated to the same time and with the same period of notice that at any time applies to the Collective Agreement between \*\*\* and the Pilot Associations concerning Wages and General Conditions of employment. The parties agree that after termination of a period of notice, without agreement between the parties, this Agreement shall continue to be applied until agreement has been reached, unless the parties otherwise decide.

1.11 If changes in national legislation have any influence on this agreement it shall without delay be renegotiated if requested by any of the parties. The objective for renegotiations shall be to protect the interests and integrity of \*\*\*, Pilot Associations and the Flight Crew Members.

1.12 This Agreement supersedes any earlier Agreements made concerning the handling, use and disposition of ACMS-data/CVR-information.

## 2. GENERAL REGULATIONS

## **2.1 General:**

- 2.1.1 The use of ACMS-data/CVR-info shall be based upon an open attitude while maintaining professional secrecy by all parties. The Pilot Associations shall, through the FDWG have full insight in the handling of operational/technical flight data programs and procedures adopted in order to achieve best possible data security.
- 2.1.2 The amount of ACMS-data delivered to any party in the form of a data "Read-out" shall be kept to the absolute minimum needed for the evaluation of the event to be analyzed.
- 2.1.3 Original collected ACMS-data shall be retained no longer than approved by legal Authorities.
- 2.1.4 ACMS-data may be made available to relevant aircraft or aircraft component manufacturer if required in order to solve specific operational/technical problems. FDWG shall be notified in each case concerning technical problems and FDWG approval shall be obtained in each case concerning operational problems.

## **2.2 Handling of ACMS-data and CVR-information vs. Flight Crew Member:**

- 2.2.1 No ACMS-data/CVR-info, by which an individual Flight Crew Member can be identified, direct or indirect, shall be made available to any person, company or party, unless specifically stated in this Agreement or a prior written agreement has been reached in the FDWG.
- 2.2.2 Flight Crew Member identity shall never be entered on any ACMS-data/CVR- info material.
- 2.2.3 No ACMS-data/CVR-info shall be used to check the performance or judgment of an individual Flight Crew Member except in accordance with this Agreement.
- 2.2.4 No ACMS-data/CVR-info shall be used directly or indirectly by \*\*\* for any disciplinary action or procedure against an individual Flight Crew Member except as described in "Office Routine".
- 2.2.5 The use of ACMS-data/CVR-info during accident investigation shall not prevent \*\*\* from using agreed upon disciplinary procedures against an individual Flight Crew Member as described in the Collective agreement between \*\*\* and the Pilot Associations, para BEFORDRINGS- OCH DISCIPLINÄR-BESTÄMMELSER.
- 2.2.6 No ACMS-data/CVR-info shall be used or made available by \*\*\* in legal penalty or certificate actions, or made available to other bodies than those mentioned in section 3.1.3.1, unless ordered by a national court decision.
- 2.2.7 Whenever individual Flight Crew Member identity, direct or indirect, is connected to ACMS-data/CVR-info and/or such data is delivered or shown to any organization or individual outside \*\*\* ACMS Analysis Office, the concerned Flight Crew Member and his/her FDWG representative shall be notified in writing with the specific reason given and including a printed copy of the data.
- 2.2.8 All cases of connecting Flight Crew Member(s) identity to ACMS-data/CVR-info shall be logged and kept on file by \*\*\* ACMS Analysis

Office. The log shall contain information about flight, date, department and person requesting data and reason for connection. The Flight Crew Member identity must not be entered in the log and the log shall be available to the FDWG.

2.2.9 With the term "connecting Flight Crew Member(s) identity to ACMS-data/CVR-info" is meant any attempt to compare any Flight Crew data with any ACMS-data/CVR-info.

**Note:** Use of ACMS-data in technical troubleshooting after a log remark as in 3.1.1.2 is not considered to be a connection of identity to ACMS-data.

### 3. AIRCRAFT CONDITION MONITORING SYSTEMS

#### 3.1 HANDLING OF GROUND-BASED FLIGHT DATA ANALYSIS

The following specific regulations shall govern the handling and use of ground-based processed data in connection with analysis of data collected via ACMS:

##### 3.1.1 Maintenance Support Analysis:

The purpose of the Maintenance Support Analysis shall be to support the solving of technical problems only. Operational aspects shall be handled in accordance with 3.1.2.

###### 3.1.1.1 Routine Monitoring:

Maintenance Routine programs shall be constructed so as to ensure that only aircraft and/or system functions are evaluated.

###### 3.1.1.2 Technical Trouble Shooting:

ACMS-data "Read-out" may be delivered to and used by \*\*\* Maintenance & Engineering Departments in order to support the analysis and solving of day to day maintenance problems initiated by aircraft log remarks or otherwise needed for technical trouble shooting. Connecting individual Flight Crew Member identity to the data is permitted only if crew cooperation is deemed necessary, and approved by the individual Flight Crew Member.

###### 3.1.1.3 Aircraft Inspection Analysis:

ACMS-data "Read-out" may be delivered to and used by \*\*\* Maintenance & Engineering Department in order to initiate required aircraft inspection. The analysis may be performed for any item stated in the Aircraft Maintenance Manual having an inspection limit. The administration of the aircraft inspection analysis shall be in accordance with the procedure reflected in the "Office Routine".

###### 3.1.1.4 Special Technical Analysis:

ACMS-data "Read-out" may be delivered to and used by \*\*\* Maintenance & Engineering Department in order to support the analysis of a comprehensive specific technical matter not covered in 3.1.1.2. The term "**Special Technical Analysis**" shall, for the purpose of this Agreement, signify a program for collection of specified data to be used in a study with the purpose of solving a specific technical problem of a certain magnitude.

Each such program requires agreement in FDWG on purpose and analysis procedure to be followed. Connecting individual Flight Crew Member(s) identity to the data is permitted only if flight crew cooperation in the evaluation program is deemed necessary and accepted by involved Flight Crew Member(s).

3.1.1.5 Special Retrieval Procedure:

\*\*\* Maintenance & Engineering Department may be granted permission to use original ACMS-data directly from the aircraft. Each such **Special Retrieval Program** shall be approved by the FDWG. Each separate removal of ACMS-data under a Special Retrieval program shall be documented in a Flight Data Read-out Log File kept by \*\*\* ACMS Analysis Office.

3.1.2 Operational Support Analysis:

The purpose of the Operational Support Analysis shall be to follow-up on and support actions to be taken concerning the Flight Operational Standard.

3.1.2.1 Routine Monitoring:

Operational Routine programs shall be constructed so as to ensure that only aircraft and/or system functions are evaluated.

3.1.2.2 Statistical Operational Monitoring:

Normal operational criteria used in connection with the Operational Monitoring programs are to be agreed upon in the FDWG. The result of the Operational Monitoring programs shall be published at monthly intervals and delivered to in the FDWG agreed parties.

3.1.2.2.1 Statistical Operational Monitoring shall include Trend and Deviation Frequency analysis of all in FDWG agreed upon operational criteria as well as a follow-up and documentation of the reliability and readability of the recording equipment.

3.1.2.2.2 \*\*\* Flight Operations Department shall establish and document limits for Trend developments that are statistically connected to the general Flight Safety Standard as well as actions to be taken when limits are exceeded.

3.1.2.2.3 \*\*\* Flight Operations Department shall establish and document limits for Deviation Frequency analysis that are statistically connected to the general Flight Safety Standard as well as actions to be taken when limits are exceeded. The limits shall consist of a warning level called SubStandard and an action level called UnAcceptable.

3.1.2.3 Operational Analysis:

ACMS-data "Read-out" may be delivered to and used by \*\*\* Flight Operations Department in order to support a Team-Investigation of incidents reported through the Flight Safety Report System. For reports not resulting in a Team-Investigation the Commander's written acceptance shall be obtained before any ACMS-data "Read-out" is used. ACMS data "Read-out" may also be used if \*\*\* Flight Operations Department deems it necessary in order to support the solving of a specific operational matter and Commander's prior permission shall be obtained.



3.1.2.4 Exceedance of Operational Safety Limits:

ACMS-data "Read-out" may be delivered to and used by \*\*\* Flight Operations Department in order to support an analysis of exceedances of agreed upon Operational Safety Limits. The term "**Operational Safety Limits**" shall, for the purpose of this Agreement, signify safety limits agreed upon in FDWG, the exceedance of which constitutes an occurrence of incident-like character. An Operational Safety Limit Analysis may be ordered by the Head of \*\*\* Flight Operations Department only and shall be approved by the concerned Pilot Associations FDWG representative. The administration of the Operational Safety Limit analysis shall be in accordance with the procedure reflected in the "Office Routine".

3.1.2.5 Special Operational Analysis:

ACMS-data "Read-out" may be delivered to and used by \*\*\* Flight Operations Department in order to support an analysis of a comprehensive specific operational matter. The term "**Special Operational Analysis**" shall, for the purpose of this Agreement, signify a program for collection of specified data to be used in a study with the purpose of solving a specific operational problem of a certain magnitude. Each such program requires agreement in the FDWG on purpose and analysis procedure to be followed. **Connecting individual Flight Crew Member identity to the data is permitted only if flight crew cooperation in the analysis is deemed necessary and accepted by involved Flight Crew Members.**

3.1.2.6 Request by the Commander:

ACMS-data "Read-out", covering own flights only, shall be delivered to the Commander on his/her specific and confirmed request. **Exception:** No data from Line Check and School flights shall be delivered unless such a flight is classified as an accident or is approved by the concerned Pilot association's member of FDWG.

3.1.2.7 Information to Commander:

The Head \*\*\* ACMS Analysis Office may provide a Commander with an ACMS-data "Read-out", if the Read-out, as judged by the head of \*\*\* ACMS Analysis Office, indicates abnormal flight operation not covered by para. 5.1 "Operational Safety Limits". A copy of the Read-out shall be provided to his/her FDWG representative without mentioning the name of the Commander. No further action shall be taken.

3.1.3 **Accident/Incident Investigation Support Analysis:**

3.1.3.1 Accident Investigation Analysis:

ACMS-data "Read-out" may be delivered to and used by the \*\*\* Accident Investigation Team and relevant CAA Accident Investigation Board upon request in connection with an Accident. Connecting individual Flight Crew Member identity to the data is permitted if crew cooperation in the evaluation is by the chairman of the investigation team deemed necessary.

#### 3.1.3.2 Incident Investigation Analysis:

ACMS-data "Read-out" may be delivered to and used by \*\*\* Maintenance & Engineering Department and \*\*\* Flight Operations Department in order to support the investigation of incidents, if classified as Team Investigation according to APM (Airline Production Manual), provided at least one teammember is assigned by the Pilot Associations. If the same incident is investigated by a relevant CAA Accident Investigation Board ACMS-data "Read-out" may also be delivered to this Board.

#### 3.1.4 Other use of ACMS-data:

3.1.4.1 Use of ACMS-data not covered by 3.1.1, 3.1.2 or 3.1.3 requires agreement in the FDWG on purpose and analysis procedure to be followed. Connecting individual Flight Crew Member identity to the data is permitted only if flight crew cooperation is deemed necessary and accepted by involved Flight Crew Members.

### 3.2 **HANDLING OF ONBOARD CREATED ACMS REPORTS**

The following specific regulations shall govern the handling and use of onboard created ACMS data which can be retrieved and used directly from the aircraft without being processed through \*\*\* ACMS Analysis Office. This type of ACMS data is named ACMS Reports and consist of the following types of reports:

- ACMS Maintenance Reports which can be retrieved and used by \*\*\* Maintenance & Engineering Departments directly from the aircraft.
- ACMS Operational Reports which shall **not** be retrieved and used by \*\*\* Maintenance & Engineering Departments directly from the aircraft.

All reports will, for the purpose of documentation, be transferred to and stored at \*\*\* ACMS Analysis Office.

The Commander has the right to know if and when a report has been created and whenever a report is requested via datalink directly from the aircraft during flight, a message shall be sent to the airborne printer specifying type of report and who is requesting it. If an automatic report is generated due to exceedance of operational and/or technical limits the report, or a summary of the report, shall also automatically be routed to the airborne printer.

### **3.2.1 Creation and contents of ACMS Reports:**

#### **3.2.1.1 Airline specifiable and programmable reports:**

All reports, containing in-flight data and created onboard an aircraft shall, for the purpose of defining the report, be negotiated and agreed upon in the FDWG. Following changes to an agreed upon report need not be renegotiated in the FDWG in advance but the FDWG shall be informed before implementation:

- Report definitions to make it correspond to changes in Aircraft Maintenance Manual or other aircraft manufacturer maintenance directives.
- Removal of a report.
- Removal of report parameters.
- Addition of technical, non-pilot controlled parameters.
- Changes in report distribution that are in accordance with this agreement.
- Change of timespan for report data.
- Change of printer, pilot interaction and datalink formats.
- Renaming of a report and/or parameters.
- Changes in trigger logics with the purpose of removing nuisance reports.
- New reports with the sole purpose of troubleshooting the ACMS system.

By report definition is meant:

- Trigger Logic
- List of Parameters per Report destination (e.g Printer, ADL, Datalink, QAR)
- History storage of parameters
- Report storage time limit in the airborne system
- Any other relevant aspects connected to the creation of reports.

All agreed upon reports shall be documented in a separate section of the ACMS specification document and shall be described in the respective Aircraft Flight/Operating Manual to the extent that is informative to the Flight Crew Members.

#### **3.2.1.2 Manufacturer specified and programmed reports:**

Reports specified and programmed by the aircraft manufacturer are normally unscheduled reports which can not be altered by the Airline. Such reports shall be described in respective Aircraft Flight/Operating Manual to the extent that is informative to the Flight Crew Members.

### **3.2.2 Handling and use of ACMS Maintenance Reports:**

The purpose of the ACMS Maintenance Report shall be to support the solving of technical problems only.

3.2.2.1 The responsibility for handling and use of ACMS Maintenance Reports shall be delegated to selected key staff within \*\*\* Maintenance & Engineering Departments.

3.2.2.2 Temporary changes to an agreed upon report, for the purpose of A/C Trouble shooting only, can be implemented and shall then be made available to the Commander in the aircraft Briefing Card or via a media with equivalent function.

### **3.2.3 Handling and use of ACMS Operational Reports:**

The purpose of the ACMS Operational Report shall be to support In-flight Operation or to be used as Flight Crew information.

## **4. COCKPIT VOICE RECORDERS**

### **4.1 HANDLING OF COCKPIT VOICE RECORDER (CVR) INFORMATION**

The following specific regulations shall govern the handling and use of information recorded by and collected from CVR:

4.1.1 Info derived from a CVR may be used for analysis purposes in connection with an accident investigation.

4.1.2 Whenever a CVR media is to be used for analyzing purposes, the CVR as a whole shall be removed from the aircraft. The Flight Crew Member(s) and respective Pilots Association(s) shall be notified in writing. Reason for the removal shall be indicated.

4.1.3 During play back of a CVR for analysis purposes, the Flight Crew Member(s) and a representative from \*\*\* Flight Operations Department shall be present if not otherwise agreed in writing. If so desired by the Flight Crew Member(s), a representative from the respective Pilot Association(s) may be present. The Flight Crew Member(s) and the concerned Pilot Association's FDWG representative are entitled to a copy of all relevant material.

4.1.4 During maintenance check of the CVR, play-back of recordings made by Flight Crews is not allowed. A test transcription/play-back procedure shall be used. Before dismounting a CVR or removing the recording media for maintenance purposes, degaussing of stored data shall take place.

4.1.5 Administrative maintenance procedures adopted in order to obtain adherence to requirements in this Agreement shall be established in cooperation with the Pilot Associations via the FDWG.

4.1.6 The Commander has the right and shall be given the possibility to degauss any recorded CVR-info. The degaussing action shall be possible from the flight deck and may be done after any flight considered "**Accident free**" by the Commander. The Pilot Associations FDWG representatives have the right to check that the degaussing action caused a complete degaussing.

## **5 OFFICE ROUTINE**

### **5.1 OPERATIONAL SAFETY LIMITS:**

Exceedance of the following agreed upon Operational Safety Limits shall cause a proposal to relevant Pilot Associations FDWG representative for an "Operational Safety Limit Analysis". The proposal shall include reason for the read-out, aircraft type, registration, flight leg and a copy of the read-out:

#### **5.1.1 Speeds:**

- a) -For category B certified aircraft VMO or MMO exceeded by 5 KIAS/0.01 MACH.  
- For category C and D certified aircraft VMO or MMO exceeded by 15 KIAS/0.03 MACH.
- b) Stall warning speeds encountered.
- c) Alpha Floor protection, or equivalent speed encountered. ("Fly-by-Wire" aircraft only.)

#### **5.1.2 Altitudes:**

- a) Flight during approach to land below 500 ft./RH, not in landing configuration and no missed approach procedure executed.
- b) Flight descending below 500 ft/RH in any configuration and not in connection with approach. (On extended centerline.)

#### **5.1.3 Barometric Sink Rates:**

- a)  $ROD \geq 2500$  ft./min. when below 1000 ft./RH
- b)  $ROD \geq 1500$  ft/min when below 300 ft/RH.

#### **5.1.4 Bank angles:**

- a) Bank angle > 20 degrees below 300 ft./RH and not climbing.

#### **5.1.5 Accelerations:**

- a) G-loads exceeding plus 2.5/minus 1.0.

#### **5.1.6 Fuel:**

Landing with less remaining fuel than the required minimum Final Fuel.

**5.1.7 Abnormal readings:**

An abnormal reading registered, not covered by the above, and deemed desirable by the Head of \*\*\* ACMS Analysis Office to analyze.

**5.2 HANDLING OF OPERATIONAL SAFETY LIMIT ANALYSIS**

- 5.2.1 When \*\*\* ACMS Analysis Office has registered an exceedance of the agreed upon "Operational Safety Limits" acc. 5.1 above and obtained approval from the FDWG representative, one copy of the ACMS-data read-out shall be forwarded to the Head of \*\*\* Flight Operations Department indicating the reason for the read-out. Only aircraft type, registration and flight leg shall be noted on the read-out.
- 5.2.2 The Head of \*\*\* Flight Operations Department will decide if an "Operational Safety Limit Analysis" is to be performed and, if so, instruct the head of \*\*\* ACMS Analysis Office to proceed as indicated in 5.2.3 & 5.2.4 below.
- 5.2.3 When instructed to proceed, the head of \*\*\* ACMS Analysis Office shall inform the FDWG representative by phone of the Commander's name and that an "Operational Safety Limit Analysis" is to be performed
- 5.2.4 The head of \*\*\* ACMS Analysis Office shall then forward one copy of the ACMS data read-out to the Commander concerned and one to his/her Chief Pilot on the relevant crew base for the aircraft type concerned and by phone inform the Chief Pilot of the Commander's name.
- 5.2.5 The Chief Pilot shall now arrange a meeting with the Commander in which a representative from the Commander's Pilot Association may be present if so desired by the Commander. It is the Chief Pilot's obligation to make sure that the Commander is made aware of this option before the meeting takes place. All contacts to arrange the meeting are to be made by phone. A report, covering in general the outcome of the meeting, shall be made by the Chief Pilot without the Commander's name being mentioned. The report shall be written in one copy only and sent to and archived in care of the head of \*\*\* ACMS Analysis Office and for a period of no longer than 18 months. The report shall be available for reading by the FDWG representative.
- 5.2.6 The case is to be thoroughly discussed at the meeting and will normally be closed at this stage. If the meeting reveals any general tendencies of lowered flight standard, inadequate training, unsatisfactory procedures or any ATS discrepancies, the information shall be brought to the attention of \*\*\* Flight Operations Department without the Commander's name being mentioned. Only exceptionally grave exceedances and/or deviations from procedures are to be conveyed to the Head of \*\*\* Flight Operations Department and the Chief Pilot may by phone inform the Head of \*\*\* Flight Operations Department of the Commander's name.

- 5.2.7 If deemed justified, the Head of \*\*\* Flight Operations Department may now initiate further analysis of the case by assembling a team of independent, trained and experienced Accident Investigators within the \*\*\*-group, whereof at least one member shall be assigned by the Pilot Associations.
- 5.2.8 The team shall perform a Safety Limit Analysis Investigation that shall be based on the same general procedures as an Incident Investigation. Special attention shall be paid to the accuracy and reliability of the ACMS-data "Read out" in question.
- 5.2.9 The team shall without unduly delay report their findings to the Head of \*\*\* Flight Operations Department in a Safety Limit Analysis Report and shall include recommendations on how to avoid reoccurrence and may include specific recommendations concerning the Flight Crew Member(s).
- 5.2.10 If any recommendation(s) concerns any Flight Crew Member(s) or if the Head of \*\*\* Flight Operations Department deems that any other action than a discussion with the concerned Flight Crew Member(s) is justified, the procedures in 5.3 shall be followed.
- 5.2.11 All material used in an "Operational Safety Limit Analysis" in connection with exceedance of an Operational Safety Limit, through which a Flight Crew Member's identity may be established, shall not be revealed to anyone not mentioned in this Office Routine.

### **5.3 HANDLING OF FLIGHT CREW MEMBER MATTERS**

- 5.3.1 Whenever the Head of \*\*\* Flight Operations Department deem that any corrective actions against any Flight Crew Member is justified, either as a result of the procedures in 5.2 or as a result of any internal investigation where ACMS-data/CVR-info is used the following procedures shall be followed.
- 5.3.2 The Head of \*\*\* Flight Operations Department shall call for negotiations with the concerned Flight Crew Member's Union. The other Pilot Associations signing this agreement shall be notified about the negotiations and shall be given the opportunity to participate with observers status.
- 5.3.3 The negotiations shall aim for an agreement concerning any necessary training and/or rehabilitation and may, in case of severe exceedances or severe, deliberate and unjustified deviations from procedures, include disciplinary actions. The agreement shall be signed by both parties and the concerned Flight Crew Member shall by signature confirm his/her understanding of the agreement.
- 5.3.4 No action against any Flight Crew Member may be taken until an agreement is reached and signed. This does not exclude the possibility for a temporary removal of the Flight Crew Member from Flight Duty if the parties can make an interim agreement of such an action. A temporary removal may not exceed 30 days and no further intermediate actions may be taken or agreed upon.

- 5.3.5 If the concerned Flight Crew Member for any reason finds the agreement unacceptable, he/she may request the matter to be handled according to the Collective agreement between \*\*\* and the Pilot Associations, para 14,. Such a request shall be put in writing and shall reach \*\*\* Flight Operations Department not later than 30 days after an agreement as of above is signed.
- 5.3.6 The procedures in 5.3 supersedes any corresponding procedures in the main agreement between \*\*\* and the Pilot Associations. The parties signing this agreement also agree that these procedures shall be applied in a professional manner and in the interest of Flight Safety only, while assuring a just and objective treatment of Flight Crew Members.

#### **5.4 HANDLING OF AIRCRAFT INSPECTION ANALYSIS**

- 5.4.1 When \*\*\* ACMS Analysis Office has registered an exceedance of a limit demanding inspection of an aircraft, \*\*\* ACMS Analysis Office will check that the event is documented in the aircraft log. If the exceedance is not documented in the aircraft log the relevant maintenance organization shall be informed immediately through an inspection demand telex with information about aircraft registration, date of occurrence and limit exceeded. If required, relevant ACMS-data covering aircraft and/or system functions may be used to produce a "Read-out" for \*\*\* Maintenance & Engineering Departments as support for the inspection to be made.
- 5.4.2 If the exceedance also concerns an "Operational Safety Limit", it shall be handled according to 5.1. Otherwise a copy of the inspection demand telex and a copy of the "Read-out" provided for \*\*\* Maintenance & Engineering Departments shall be forwarded to the Commander and no further action shall be taken.

Place, Date