

Air Carrier Contract Maintenance Requirements: New Mandates and Restrictions

Following a congressional dictate, the FAA issued [final regulations](#) regarding air carrier contract maintenance requirements. The new rule takes effect on March 4, 2016 and applies to both part 121 and part 135 certificate holders.

The regulation contains several mandates for air carriers and maintenance providers performing “covered work.”

That term is defined as:

- (1) Essential maintenance that could result in a failure, malfunction or defect endangering the safe operation of an aircraft if not performed properly or if improper parts or materials are used;
- (2) Regularly scheduled maintenance; or
- (3) A required inspection item (as defined by the Administrator).

“Essential maintenance” encompasses any required inspection item on-wing accomplishment after any maintenance or alteration. This maintenance, if done improperly, would result in a failure effect that would endanger the continued safe flight and landing of the airplane if it was performed improperly or if improper parts or materials were used. Essential maintenance is the accomplishment of the air carrier-designated inspection item on-wing. Essential maintenance does not encompass any off-wing maintenance. ([Order 8900.1, Vol. 3, Ch. 18](#))

“Regularly scheduled maintenance” isn’t specifically defined, but according to the rule’s preamble, it would occur “in cases in which a component (e.g., an engine, landing gear) is scheduled for removal and overhaul, or when other off-wing maintenance is scheduled at some regular interval.” It does not include “other non-scheduled” or “non-routine off-wing maintenance.” The air carrier’s maintenance program will be used to determine the “work” associated with this term.

“A required inspection item (RII)” is encompassed in the “essential maintenance” definition and is already presented in [§121.369\(a\)\(2\)](#) (items could result in a failure, malfunction, or defect endangering the safe operation of the aircraft, if not performed properly or if improper parts or materials are used).

Once it’s determined that “covered work” is being performed by the maintenance provider, there are mandates and restrictions on air carriers and repair stations.

“Covered work” may be accomplished by “any person who performs maintenance, preventive maintenance, or an alteration for a certificate holder other than a person who is trained by and employed directly by that certificate holder”; in other words, a contract maintenance provider.

“Directly employed” by the air carrier means the person receives a pay check from the air carrier.

For other maintenance providers, air carriers must:

- (1) Remain “directly in charge” of all “covered work.” While the air carrier must be available for consultation on matters requiring instruction or decision, it doesn’t need to physically observe and direct each maintenance provider constantly.
- (2) Develop and implement policies, procedures, methods, and instructions (acceptable to the FAA and included in the air carrier’s maintenance manual) for the accomplishment of all contracted maintenance and for its performance in accordance with the air carrier’s maintenance program and maintenance manual. (This requirement has already been implemented by fiat and should be no surprise to either the air carrier or its maintenance providers.)
- (3) Ensure its system for the continuing analysis and surveillance of contract maintenance contains procedures for oversight of all contracted covered work (acceptable to the FAA and included in the air carrier’s maintenance manual). (Another requirement that should mirror existing practices.)
- (4) Provide a list (in a format acceptable to the FAA) to its FAA Certificate Holding District Office that includes the name and physical (street) address, or addresses, where the work is carried out for each maintenance provider that performs work for the certificate holder, and a description of the type of maintenance performed at each location (the list must be updated with any changes by the last day of each calendar month). (Here is where things may get complicated for the air carrier; since no doubt there will be maintenance providers in multiple categories under the “description of the type of maintenance performed” requirement. The “type of maintenance performed” should be limited to the simple distinction between “covered” or “non-covered” work, however, it will take concerted effort on the part of the air carrier community to ensure that is the only distinction required. If the list must differentiate among and between the “type” of covered work, i.e., (1) essential (2) regularly scheduled (3) RII, the list will become cumbersome and its importance even more problematic. If the agency expects further distinctions within each of these three categories, the list will become impossible to establish, maintain or enforce.

Maintenance providers must:

- (1) Perform all “covered work” in accordance with the air carrier’s maintenance manual. (A requirement that already exists for maintenance providers by sections [§§ 121.363\(a\)\(2\)](#) and [145.205](#).)
- (2) Maintenance providers are unable to perform “covered work” unless it’s carried out under the “supervision and control” of the air carrier. “Supervision and control” equates to “directly in charge”; consequently, maintenance providers may only perform “covered work” if the air carrier is available for consultation on matters requiring instruction or decision.

Other than the issues that still surround “the list” these requirements already exist to a large extent and should not change the relationship between repair stations and air carriers.