Fit For Duty: Extensions Are Not the Same As Waivers

The “Fit for Duty” declaration at the start of each flight segment documents PIC concurrence for a two hour extension of the FAR 117 Table B or C FDP limit. It is NOT an agreement to waive any UPA contractual limits. Accordingly, signing fit for duty does not obligate a pilot to agree to a UPA waiver at any time in the future.

This decision by the company to default to “concur” for extensions is intended to remove the need for last minute scrambling to document concurrence, which would further delay a time-critical departure. It is not designed to force pilots into concurring to waive UPA duty limits, or forego any contractual benefits.

There are a few important points to understand about how this administrative function works in practice:

1) The certification of Fit to Fly defaults to “concur” on initial sign on
2) If the pilots do not concur with any extensions, or later change their mind, the concurrence can be rescinded at any time by informing the crew desk or FODM
3) Although the company default requires the concurrence on every leg, the concurrence to extend is only operative on the last leg of the day
4) A pilot may change their declaration of fit to fly at any point in a duty period. If that point is later than 30 minutes into an FAR 117 FDP extension, you will automatically be pay protected without needing to file a fatigue report (however ALPA encourages an FSAP report if warranted).

Add Pay for Duty Period Extensions Explained
The UPA Section 5-F-1-h provisions for Add Pay when waiving contractual duty limits or agreeing to FAR 117 extensions only apply under the following conditions:

-Company may offer Add Pay to waive UPA duty limits or extend FDP limits per FAR 117
-Add Pay is only available for single-leg duty periods (note: fuel stops and diversions are still considered part of the single leg per 5-E-1-C-(1)-(c))
-Add Pay is not available if you have a multi-segment day
-Once the company has offered the Add Pay, the Add Pay remains even if the flight ultimately cancels or ends up not needing the waiver or extension
Before making an actual offer, the company may first inquire as to the crew’s interest. Make sure you know what is being agreed to, if anything.
-There needs to be an actual offer and acceptance of the Add Pay for each affected crewmember by name. Get it in writing.

The UPA language is pasted below:

5-F-1-h The Company may offer Add Pay to a Pilot to waive contractual duty limitations, or to extend the flight duty period limits per allowable FAR limits when Pilot concurrence is required, provided there is only a single flight in the Duty Period and the offer is made and accepted before the takeoff of that flight. If the Company requests and the Pilot agrees to waive up to seventy-five (75) minutes, he shall receive two and one-half (2.5) hours of Add Pay. If the Company requests and the Pilot agrees to waive more than seventy-five (75) minutes, he shall receive five (5) hours of Add Pay.