108

Required Inspection Items (RII) Best Practices

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Revision 2017.1

Release History

- **Revision 2017.1 – Initial issue of Spec.**

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ATA Specification 108, Original

Definition of Terms

Analysis	The conversion of data into information, to identify measures that predict safety related problems to allow risk-management decision-making, by the identification of trends, deficiencies and root causes. This involves the processes of identifying a question or issue to be addressed, modeling the issue, investigating model results, interpreting the results, and possibly making a recommendation. Analysis typically involves using scientific or mathematical methods for evaluation
Assessment	Is the process of measuring or judging the value or level of something
Continuing Analysis and Surveillances (CASS)	CASS is an air carrier quality assurance system and must consist of the following functions: Surveillance, controls, analysis, corrective actions, and follow-up. Together, these functions form a closed – loop system that allows the air carrier to monitor the quality of its maintenance.
Essential Maintenance Provider (EMP)	A maintenance provider that performs maintenance, which could result in a failure, malfunction, or defect endangering the safe operation of an aircraft if improperly performed, or if improper parts or materials are used. Essential maintenance covers regularly scheduled maintenance, or a required inspection of an aircraft – EMP does not encompass any off wing maintenance.
FAA Regional Aviation Safety Inspection Program (RASIP)	Reactive in its approach to aviation safety oversight; and it is intended to provide the FAA with the means to schedule and conduct an intensive surveillance program that addresses the complete air carrier or is targeted to a specific area of emphasis
Rationalization	Organizing something into a logically coherent system or a rationale to make it as efficient as possible.
Required Inspection Item (RII)	Maintenance tasks that could result in failure or defect endangering safe operation of the aircraft, or if improper parts or materials are used
Risk Mitigation	The process where risks are lessened by reducing either the likelihood and/or severity of a hazard. This is done by reducing any or all of the initiating and/or contributory hazards, and stopping the sequence of events before it results in the primary hazard
Safety Assurance System (SAS)	The SAS policy and procedures provide aviation safety inspectors (ASI) with standardized protocols to evaluate certificate holder programs required by regulations to be approved or accepted
Safety Management System (SMS)	SMS is the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of safety risk

	controls.
Safety Risk Control	A safety risk control is anything that reduces or mitigates the safety risk of a hazard
Safety Risk Management (SRM)	A process within the SMS describing the system; identifying the hazards; and assessing, analyzing, and controlling the risk
Maintenance Verification Task (or Equivalent) Program	A program that requires a second AMT signature to verify condition and security of certain tasks that have over time proven prone to human error but do not rise to the level of a required inspection item (RII)
Standardization	The process of implementing and developing technical standards that may be useful in maximizing compatibility, interoperability, safety, repeatability, and quality

Chapter 1. Required Inspection Item (RII) Best Practices

1-1. Background

This ATA Spec 108 program, including its appendices, is guidance designed to assist in organizational-specific procedures, training materials and plans. Under 14 CFR Part 121.369, the FAA states that required inspections are: "those that 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." However, the regulations permit each air carrier to develop their own Required Inspection Item (RII) task list, which does not take advantage of industry-wide known best practices that may contribute to an Operator saving maintenance and processing time. This guidance material is intended to assist an Operator in developing Required Inspection Item Program that takes advantage of Industry best practices and meets regulatory requirements.

1-2. Purpose and Implementation

The RII rationalization program includes a cooperative process that allows the commercial aviation industry to capitalize on the expertise of air carriers, DAHs, OEM's, and the FAA to address RII task list identifications with optimum and concise effectiveness. One purpose of the program is to identify examples of RII task that do and do not rise to the level of 14 CFR §121.369, which will aid in air carriers not adding tasks that are not RII. Also included are RII standardized task lists that are electronically appended, which show where each A4A member air carrier use the same RII tasks per aircraft model.

The program also addresses Maintenance Verification Task (MVT) program that requires a second AMT signature to verify condition and security where the airworthiness/safety concern does not rise to the level of an RII task per FAA regulations, but over time the task has proven to be prone to human error. In addition, the program includes a standardized RII task decision-tree, which identifies RII task using safety risk management. The program also includes standardized RII training procedures for an Operator.

The primary objective of the RII rationalization program is to develop standardized minimum RII standards that are accepted by air carriers and the FAA Aircraft Maintenance Division that clearly state, at a minimum: (1) what to look at, (2) how to look at it (method), (3) what to compare it to, and (4) what are the acceptable limits where the RII task method may be visual, functional, and/or operational; and it may include such things as tests, checks and measurements.

This includes a program where new RII task may be added or removed from an air carriers' RII list through the ATA Spec 108 Decision Tree. Furthermore, if the AD rationalization program is effectively coordinated, the process will yield the following benefits, which are considered as specific objectives and measurements of the success of the process:

- Standardized RII training for air carrier and vendor Aviation Maintenance Technicians (AMTs)
- Add consistency in application by air carriers resulting in consistency of enforcement by FAA
- Improve safety culture and compliance
- Includes Safety Risk Management (SRM) for assessing, analyzing, and controlling the risk
- Includes an RII management CASS program for detecting and correcting deficiencies

1-3. Training Program Procedures

Member A4A air carriers who meet/accept ATA Spec 108 RII minimum training standards may add the program of exchanged RII approvals to the Operators manual (e.g., GMM/P & P). In addition, the Company manuals must include Federal Aviation Regulation §121.368 contract maintenance coverage of all work done by maintenance providers to include essential maintenance RII covered work. For example; operator "A" personnel, who meet ATA Spec 108 training standards, may perform an RII for operator "B" at any worldwide location. Again, a Technician that meets ATA Spec 108 training requirements, the applicable aviation regulations, and requesting operators training standard may perform RII for another operator.

1-4. How to Initiate the Exchange Program

The Maintenance Operations Controller (MOC) coordinates all maintenance documentation with the exchange A4A member air carrier to ensure availability of appropriately certificated, trained, and qualified person performing the RII buyback (acceptance). This type of authorization terminates on completion of the event.

Using the same Maintenance Operation Control Center (MOCC) process as above, vendor Required Inspection Items (RII) qualified personnel who meet requirements of the exchange A4A member air carriers RII Training Program, and who are authorized in accordance with the air carriers GMM procedures, may be authorized to perform a one-time RII. This authority can be issued to either an air carrier maintenance technician, or trained, qualified, and authorized contract technician. The authority is normally issued for maintenance performed away from an air carrier's maintenance facility. The authority is issued for a specific RII function, and should be exercised only for that item.

1-5. Minimum Program Training Standards

1. The RII Rationalization program includes a RII Committee who meets (at a minimum) quarterly; and it identifies a person with authority to effectively direct, control, or change procedures, and make key safety risk acceptance decisions. The standardized program also incorporates an automated/electronic or other messaging program to notify AMTs when their authorization to perform RII inspections is about to expire.

2. The RII program must set procedures, standards, and limits necessary for required inspections and acceptance or rejection of the RII §121.369(b) (5). The Operator's program manual references must include procedures to ensure that an operator completes all required inspections per (§121.369(b) (6), before releasing the aircraft to service §121.369(b) (9).

3. The RII Rationalization program includes language where no person is permitted to inspect work he has performed as required by 121.371(c). Physical assistance (e.g., lifting, holding) of the task are not considered participation in performance of the work and are therefore permitted.

- 14 CFR § 121.371(c): No person may perform a required inspection if he performed the item of work to be inspected.
- 14 CFR § 121.369(b), (7): Instructions to prevent any person who performs any item of work from performing any required inspection of that work.

4. The air carrier must formally notify each AMT of their RII authorization as well as its scope (Reference §121.371(d)).

- 14 CFR §121.371(d): Each certificate holder shall maintain, or shall determine that each person whom it arranges to perform its required inspections maintains a current listing of persons who have been trained, qualified, and authorized to conduct required inspections. The persons must be identified by name, occupation, title, and the inspections that they are authorized to perform. The certificate holder (or person with whom it arranges to perform its required inspections) shall give written information to each person so authorized describing the extent of his responsibilities, authorities, and inspection limitations. The list shall be made available for inspection by the Administrator upon request.

5. The RII Rationalization program should include language where only the Chief Inspector, the senior manager Quality Control (QC), or QC manager may countermand any RII buy-back decision (Reference 14 CFR §121.369(b), (8).

- 14 CFR §121.369(b) (8): Instructions to prevent any decision of an inspector, regarding any required inspection from being countermanded by persons other than supervisory personnel of the inspection unit, or a person at that level of administrative control that has overall responsibility for the management of both the required inspection functions and the other maintenance, preventive maintenance, and alterations functions.

6. The RII Rationalization program shall include the following minimum training requirements for RII initial and continuing authorization:

a. Accepted personnel must be appropriately certificated
b. Must be authorized to perform RII buy-backs by the Operator' Quality Control Program
c. AMT must have sufficient similar (Make /Model) aircraft RII/task experience
d. Must receive initial and recurrent (maximum of two years intervals for recurrent training)
e. Must maintain recurrent training and testing for RII / FAR applicable regulations and have a current satisfactory completion on file to include the RII authorization within the individual's training record.
f. Associated regulatory requirements are: 14 CFR § 121.371(a), and (b).

- 14 CFR § 121.371(a): No person may use any person to perform required inspections unless the person performing the inspection is appropriately certificated, properly trained, qualified, and authorized to do so.
- 14 CFR § 121.371(b): No person may allow any person to perform a required inspection unless, at the time, the person performing that inspection is under the supervision and control of an inspection unit.

Chapter 2. Required Inspection Item Tasks

2-1. Task that are RII

The following are designated items of maintenance and alterations which must be inspected by the RII Inspector whenever maintenance identified below is accomplished on the aircraft. Additionally, whenever any of these systems or components are disturbed to gain access to other components, their reinstallation must be a Required Inspection Item. The RII will require inspection by a second qualified and authorized person before release for flight. The second person cannot be the one who performed the work. RII's may include but are not limited to the following:

1. Major Repairs – Install rig, adjust, repair on all systems and components
2. Major Alterations – Including, but not limited to wings, landing gear, software, and electronics
3. Engine installation (proper torque/tensioning; retention devices installed properly)
4. Landing gear installation (proper torque/tensioning; retention devices installed properly)
5. Flight control surface installation (correct command/travel; proper torque/tensioning; retention devices installation)
6. Control cable/linkage installation – for both engine and flight control (correct command/travel; proper torque/tensioning; retention devices installation)
7. Some emergency equipment installations: certain door slides for post-installation activation; ram air turbine (RAT) installation/rigging
8. Installation of engine mount and torqueing; and control cable/rod installation and rigging.
9. Associated Regulatory requirements 14 CFR § 121.369(3), (4), (6), and (9).

- 14 CFR § 121.369(3): The method of performing required inspections and designations by occupational title of personnel authorized to perform each required inspection.
- 14 CFR § 121.369(4): Procedures for the reinspection of work performed pursuant to previous required inspection findings (buy-back procedures)
- 14 CFR § 121.369(6): Procedures to ensure all inspections are performed.
- 14 CFR § 121.369(9): Procedures to ensure that required inspections, other maintenance, preventive maintenance, and alterations that are not completed as a result of shift change or similar work interruptions are proper completed before the aircraft is released to service.

2-2. Task Examples that are not RII

There are many tasks throughout each continuous airworthiness maintenance program, which although are not in the RII category, are essential to airworthiness and safety that may rise to the

level of an RII task. It is essential that these tasks be identified and accomplished and or addressed in accordance with the Operator's maintenance program. Examples of maintenance that is not RII includes, but is not limited to the following:

1. Is the work being performed on the aircraft? [If no, then RII does not apply]
2. Is the item deferrable (MEL/CDL) [If yes, RII does not apply]
3. For MEL/CDL, RII does not apply on items of equipment where the administrator has determined the item may be inoperative or removed while still maintaining airworthiness

Chapter 3. Verification of High Risk Non-RII Tasks

3-1. Maintenance Verification Task Program

1. The RII Rationalization Task includes a policy that may be referred to as a Maintenance Verification Task (MVT) that requires a second AMT signature to verify the in-service condition and security of certain tasks that have over time proven to be prone to human error, where experience indicates a need for added inspection, even though these tasks do not rise to the level of a required inspection item (RII) per 14 CFR §121.369 (a).

2. The RII Decision tree in Appendix A may be used to identify high risk tasks that may be added to the program. For example, although safety and security of the #2 engine cowling on MD11 aircraft does not rise to the level of an RII, proper latching of the cowl has proven to be prone to human error. Therefore, if for any reason the cowl is unlatched, a log book entry must be made.

3. The MVT program (examples below) may include a task table or listing in the Operators manual of the type of aircraft affected, and procedures needed to accomplish the rated task. Maintenance tasks identified in the MVT table require two signatures.

4. The Operators program should provide details as to the policy, procedures, controls, responsibilities / authorities, and process measurements as deemed necessary to ensure program compliance.

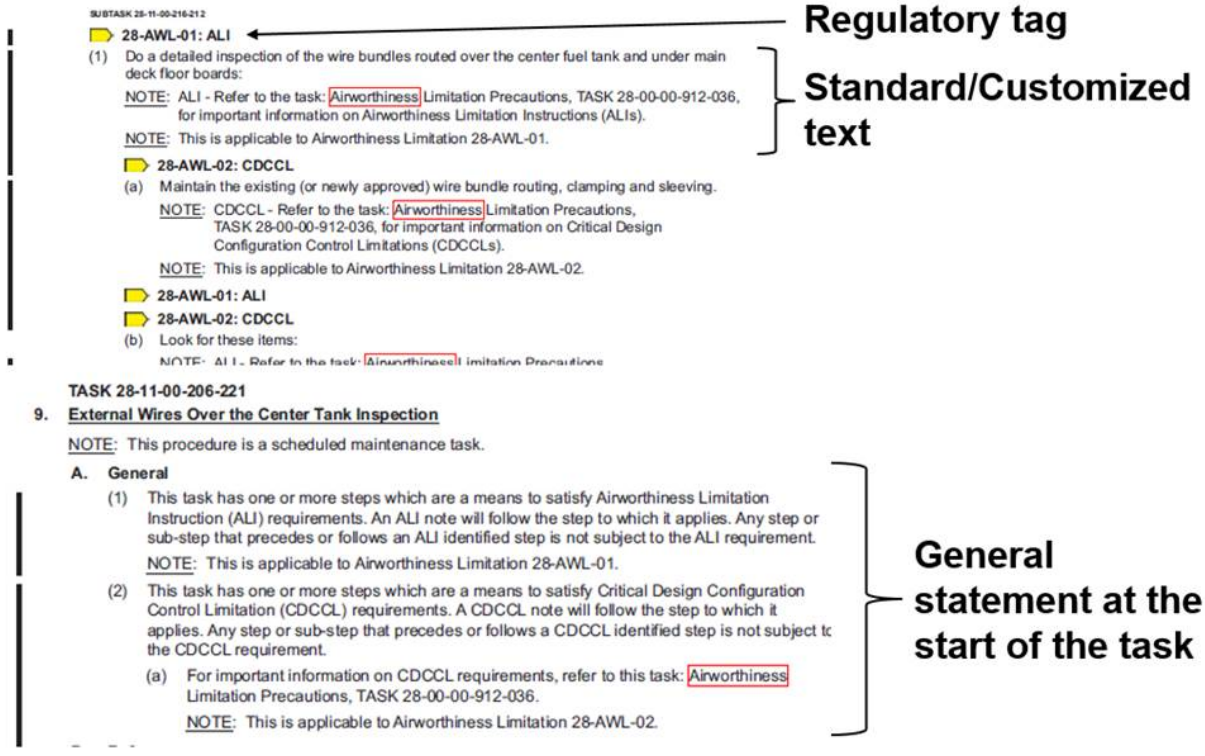
Table 1: Examples of MVT Maintenance Tasks

Task	Aircraft	Notes
Closure of #2 engine cowling	MD11	Verify cowling closed and latched per AMM
Per AD 89-12-10, ensure lower wing surface fuel tank correct access door to prevent low energy engine and tire debris	747	Verify correct markings to identify fire resistant fuel access covers IAW Section 28-11-02 of the AMM

Chapter 4. Required Inspection Items SGML Tags

4-1. SGML Tags in AMMs Option

The RII rationalization program includes a program where an operator may request the OEM to include identification of RII tasks in the OEM's manuals (e.g., AMM), which is similar to Standard Generalized Markup Language (SGML) tags currently being used to help control, monitor, and identify Aircraft Maintenance Manual (AMM) FAA required regulatory data, the AWL, ALI, and CDCCL. Boeing and other OEMs may participate by adding to AMMs on a customer-by-customer model-by-model basis. However, Boeing and other OEMs will require each operator to submit a change request, which will result in SGML tags being added to AMMs to identify RII tasks. Listed below are examples of current SGML regulatory tags added by OEMs.



Appendix A. Decision Tree for RII Tasks

A-1. Decision Tree Overview

Each air carrier must identify specific items of inspection for each aircraft type as Required Inspection Items (RIIs). It is recommended that the air carrier adhere to the decision tree process in the table below, which incorporate Safety Risk management (SRM) when: (1) Evaluating existing RII tasks for retention, (2) analyzing a new risk to determine if it should be added as a new task, or (3) analyzing an existing task, or a new risk to determine if it should be added to the program. RII inspections apply to work being performed on the aircraft and is limited to installation and repairs (Reference 14 CFR §t 121.369).

A-2. Decision Tree Workflow

No new hazard/task should be added to the company RII list unless the hazard is analyzed against the RII decision tree (i.e., SRM metrics to assess, analyze, and control the risk) in the table below. Furthermore, the decision tree may also be used to evaluate items currently on an Operators RII task list to determine if they are RII task per §121.369, and §121.371. Consistent with FAA guidance material, if the air carrier uses a maintenance provider to perform maintenance and alterations, it may authorize a provider's employee to accomplish the RII requirement if the Operator's manual satisfies the regulatory requirements. In accordance with §121.368 the air carrier must issue its RII authorization to an individual rather than a group or company; and the air carrier remains primarily responsible for the performance of each RII accomplished.

A-3. Decision Tree Workflow Chart