

# BEFA Procedures Manual and Rules of Operation

Revision: J  
March 2023



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# BEFA Board Procedures & Operations

## 1 INTRODUCTION

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### 1.1 Purpose

BEFA exists to provide safe, reasonably priced flying opportunities for its members. Safety of flight is a key concern. To ensure that safety is never compromised, and that members' obligations and rights are well understood, this Procedures Manual and Rules of Operation is maintained. Members should read and understand it. It is our "User's Manual."

### 1.2 Officer Responsibilities

Wherever a Board Officer is mentioned in these Rules, it shall be taken to mean the officer or his/her designee. The Executive Board, at its discretion, may delegate any or all responsibilities of any Officer, unless otherwise specified in the Bylaws.

### 1.3 Definitions

**Accident** means an occurrence on BEFA property or associated with operation of aircraft or BEFA equipment that involves damage or personal injury.

**Active Membership** means a member who pays full monthly dues and insurance; not on Leave of Absence (LOA).

**Association** means the Boeing Employees' Flying Association, Inc.

**Basic Aircraft** means Single Engine Land aircraft certified with a Standard Airworthiness Certificate and having a fixed tricycle landing gear and not more than 200 horsepower.

**BEFA** is an acronym for Boeing Employees' Flying Association, Inc.

**Board** refers to the Executive Board

**Calendar Day** is a 24-hour period from midnight and extends to the following midnight.

**Check Pilot** is a BEFA Instructor recommended by the Safety Officer and approved by the Board to conduct make/model checkrides.

**Day of Flight** is the period between midnight and the following midnight.

**Extended cross-country** is reserved time for flying distance of more than six (6) consecutive hours.

**Federal Aviation Administration (FAA)** of the United States "is a national authority with powers to regulate all aspects of civil aviation."

**Federal Aviation Regulations FAR(s)** "are rules prescribed by the Federal Aviation Administration (FAA) governing all aviation activities in the United States."

**FSP** is Flight Schedule Pro, the online scheduling system used by BEFA.

**Incident** means an occurrence other than an accident, on BEFA property or associated with operation of aircraft or BEFA equipment, which affects or could affect the safety of operations.

**Leave of Absence (LOA)** means taking a leave from active flying status for various reasons and durations.

**Light Sport Aircraft** means BEFA aircraft certified with an FAA Light Sport Airworthiness Certificate.

**Mountain Flying** is considered flight in mountainous areas within five miles of the 3,000-foot contour lines of the earth at altitudes below the height of the surrounding peaks.

**Night Cross-country** is any night flight in excess of 50 nautical miles of the aircraft's base airport.

**No-Show Time** is that time which becomes available when the member having the reservation does not fly nor cancel the reservation by the end of the prescribed waiting period. (Refer to Section 20.4.)

**Non-flying Member** is a Participating Member who does not fly, but who maintains a membership to facilitate flying by a qualified Family Member.

**Non-reserved Time** means time scheduled immediately prior to a flight and for which the aircraft otherwise would have presumably been idle.

**NTSB** is the National Transportation Safety Board.

**In Maintenance** means an aircraft is removed from service pending maintenance review.

**Phase Check Pilot** is a BEFA Instructor recommended by the Safety Officer and approved by the Board to conduct student solo/final phase checkride.

**Pilot-in-Command (PIC)** of an aircraft is "the person aboard the aircraft who is ultimately responsible for its operation and safety during flight." Refer to PIC responsibility under FARs Parts 1, 61 and 91.

**Pinch Hitter** refers to a regular flying companion given training aimed at providing basic piloting skills to help cope with an emergency resulting from pilot disablement.

**Prime Time** - The following table establishes prime time flying hours. All time is local time.

Prime Time Flying Hours		
Summer Months	April thru September	
from	to	
6:00 a.m.	9:00 p.m.	Saturday, Sunday, and Boeing Holidays
4:00 p.m.	9:00 p.m.	Weekdays
Winter Months	October thru March	
from	to	
8:00 a.m.	7:00 p.m.	Saturday, Sunday, and Boeing Holidays
4:00 p.m.	7:00 p.m.	Weekdays

**Reserved Time** is time scheduled in advance in FSP which does not meet the definition of non-reserved time.

**ROP** is an acronym for Rules of Operation.

**SES (Single Engine Sea) Time** is the flight time in the aircraft after it has been launched for the purpose of operating in a marine environment.

For initial instructor qualification, the pilot must be the sole manipulator of the aircraft controls.

For check pilot qualification, float-plane instruction time can be included. On average, each SES hour shall include at least one water landing to an idle taxi and one docking or beaching to secure the aircraft with a line.

*Unimproved Airport OPS* means operation on other than paved surface, including taxi, takeoff, and landing environment.

## **2 MEETINGS**

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### **2.1 Regular Meetings**

Regular membership meetings shall be held at the times and places designated by the Board. Written notice of the times and places of the meetings shall be mailed to each Participating Member not less than five (5) days prior to the meeting date.

### **2.2 Board Meetings**

Board Meetings shall be held at such times, places and upon such notice as the Board may direct. The Board may delegate to the Chairman the authority to call meetings and to give notice thereof.

### **2.3 Special Meetings**

- a) Special Meetings of the Board may be called by the Secretary at the request of any two members of the Board.
- b) A special membership meeting must be called by the Board.
- c) Special Membership Meetings must be called by the Board upon the written petition to the Secretary signed by fifteen (15) members.

### **2.4 Meeting Notice**

Special Membership and special Board Meetings may be held after sufficient notice is given, and no business other than that set forth in the agenda attached to the meeting notice shall be transacted. These meetings shall be closed to non-members except when specifically designated otherwise.

### **2.5 Meeting Quorum**

A quorum at all meetings, other than Board Meetings, shall be constituted by one-third of the Participating Members. At Board Meetings, a quorum shall be two-thirds of the Board members.

### **2.6 Proxies**

The right of proxy representation at meetings may be exercised by Participating Members.

### **2.7 Rules of Order**

In case of question concerning methods of procedure at business meetings, Robert's Rules of Order shall prevail.

## **3 BOARDS AND DUTIES**

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There shall be an Executive Board and a Safety Board.

### **3.1 Executive Board**

(a.k.a. "Board" and termed "Board" in the Bylaws)

The Board shall meet each month prior to the first regular membership meeting of the month. Date and time of meeting shall be set by the President.

There shall be such agents as the interest of the Association shall require, and as the Board may from time-to-time employ, and their powers, duties, and compensation shall be fixed by the Board.

### **3.2 Safety Board**

- a) The President, Operations Officer, Safety Officer, and one appointed from the membership at large, shall constitute the Safety Board.
- b) The Safety Board shall investigate accidents, incidents, and occurrences arising from operation of BEFA aircraft by BEFA members.
- c) The Safety Board shall report findings and recommendations to the Executive Board for final action.

### **3.3 Officer Duties**

Individual officers may exercise specific, lawfully delegated powers of the Board in the management of the business and affairs of the Association. The officer titles, roles, and responsibilities are as stated in the Association's Constitution and Bylaws.

Any Board member who misses three (3) consecutive scheduled Board meetings shall forfeit his/her position on the Board and resign. In addition, any Board member who misses five scheduled meetings within any consecutive twelve (12) month period shall forfeit his/her position on the Board and resign.

### **3.4 Immediate Past President**

The Immediate Past President shall serve as the Chairman of the Election Committee. As such and in accordance with the By-Laws, the Immediate Past President is a full voting member of the Executive Board and shall have authority to delegate this responsibility subject to approval by the Board.

## **4 COMMITTEES AND DUTIES**

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In addition to the committees specified in the Association's Constitution and Bylaws, there may be a Program Committee, a Membership Committee and a Publicity Committee as required. Each committee shall be chaired by an appointee of the Board and staffed by appointees of the Committee Chairman. The Vice President will oversee and coordinate the efforts of all major committees.

### **4.1 Program Committee**

The Program Committee shall:

- a) Plan and coordinate the program for the regular membership meetings.
- b) Cause the publication of notices and agenda for the regular membership meetings.

### **4.2 Membership Committee**

The Membership Committee shall:

- a) Furnish new members with the procedures and operation of the Association.
- b) Acquaint new members with the procedures and operation of the Association.

### **4.3 Publicity Committee**

The Publicity Committee shall:

- a) Prepare and cause to be distributed regulate the distribution of all advertising material associated with the Association's activities.

- b) Coordinate with the Recreation Unit all publicity prior to release.

## **5 ELECTIONS**

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Officer position shall be filled by secret mail ballot in October, term beginning January 1 following.

### **5.1 Term of Office**

The term for each office shall be two years.

### **5.2 Cycle of Officers**

One half of the officer positions shall be filled by election each year. The positions of the Vice President, Safety Officer and Treasurer shall be filled for terms starting with even number years.

### **5.3 Board Participation**

Board membership is open to Participating Members according to the following:

- a) The President, Vice President, Treasurer, Secretary, Operations Officer, and Safety Officer shall be an active Boeing employee or a retiree of The Boeing Company.
- b) Any other Board member positions, whether elected or appointed, may be held by a Participating Member, or by a Family Member.

Only Participating Members are eligible to vote.

### **5.4 Tied Elections**

A candidate is elected by a plurality of ballots cast for that office. In case of a tie vote, the Board and the Election Committee shall determine the elected officer by a majority vote of the Board and the Election Committee members.

### **5.5 Officer Recall**

An officer recall election shall be held upon presentation of a petition by a Participating Member to the Executive Board. The petition of recall must be signed by at least 10% of the Participating Members. An Election Committee shall be established by the Executive Board to verify the validity of the petition signatures and to perform the functions of stated board as defined in the Constitution. Two thirds of those responding must vote for recall for it to take effect. If a recall is approved, the office shall be filled according to the Election Committee and the officer shall be elected by a majority vote of the Executive Board and the Election Committee members.

### **5.6 Vacated Positions**

The President of the Board shall direct the Election Committee to select two candidates for the vacated position. The Executive Board and the Election Committee shall vote for the successor of the vacated position.

## **6 GOVERNMENT**

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The entire management and government of this Association, except as otherwise expressly provided herein, shall be invested in the Board.



## **7 ASSOCIATION PROPERTY**

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The Association shall procure and own property holdings as approved by a two-thirds majority of the Board.

### **7.1 Association Purchases**

Property holdings purchased by the Association with the Association's funds shall be considered Association Property and not the property of any individual member or group of members.

### **7.2 Members Ownership of Assets**

Member's claim on or interest in the assets, property or equipment of the Association shall cease upon termination of membership for any cause.

### **7.3 Airplane Ratio**

The Association shall endeavor to provide one airplane for each fifteen (15) Active Members. This ratio shall not be less than one airplane for each thirty (30) Active Members.

### **7.4 Property Damage**

In the event of damage to any property controlled by the Association, the following shall apply:

- a) When damage occurs that is not caused by aircraft equipment or engine malfunction, the cost of repairs up to a maximum amount, as stipulated in the Rules of Operation Section 19.8, shall be borne by the member at fault. The balance of the repair costs shall be assessed equally upon all members of the Association or be taken from the Treasury.
- b) Where damage is a result of aircraft, equipment, or engine malfunction, repair costs shall be borne entirely by assessment or taken from the Treasury.

## **8 TREASURY**

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### **8.1 Deposit of Funds**

The Board shall specify a commercial depository for providing checking and savings services as required.

All checks shall bear at least two signatures duly authorized by the Board.

### **8.2 Excess Budget**

The Board shall establish the amount in excess of budget items which the officers may disburse without Board Approval of the specific expenditures. Such expenditures shall have approval of at least two out of three of the following officers: Vice President, Treasurer, or President.

### **8.3 Audit of Accounts**

The financial accounts of the Association shall be subjected to an annual independent audit.

## **9 RECORDS, BOOKS AND ACCOUNTS**

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### **9.1 Written Documents**

A permanent file of all correspondence, reports, and publications of the Association shall be maintained by the Secretary. The following records are required:

- Summary of Policy and Procedure for Conducting Business,
- Summary Report of Board,
- Members in Policy Directives,
- Minutes of the Board,
- Minutes of Membership Meetings, and
- Such other records as the Board may direct.

## **9.2 Fiscal Year**

The fiscal year of the Association shall begin January 1 and end December 31.

## **9.3 Financial Records**

Separate financial and budget accounts shall be maintained for the general business operations, and for each airplane operated by the Association.

## **10 SERVICES AND SUPPLIES**

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- a) Services and supplies provided by the Association to its members and charges for same shall be approved by the Board prior to the announcement of the service. The Board shall change the amount of the charges as necessary to maintain the Association in a sound financial condition.
- b) No member, other than officers and agents shall use stationery bearing the letterhead or emblem of the Association unless such stationery is suitably identified as member stationery.

## **11 PUBLICATIONS**

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The Association shall issue such publications (e.g., newsletters, bulletins) as the Board may direct. One copy of each publication shall be placed in the permanent file of the Secretary.

## **12 EMBLEM**

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The emblem of the Association shall be in a form approved by the membership.

## **13 SEAL**

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The seal of the Association shall be in the form of a circle and shall bear the name of the Association, the year of its incorporation and the word "seal."

## Membership Information

### 14 MEMBERSHIP CLASSIFICATION, PRIVILEGES AND REQUIREMENTS

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The membership shall consist of six categories:

- Participating Members
- Affiliate Members
- Family Members
- Associate Members
- Guest Members
- Service Members

#### 14.1 Participating Members

Participating Members shall own an interest in the Association's property holdings by a share purchase, shall be able to cast a ballot concerning BEFA matters, and shall be open to the following:

- Boeing employees and retirees,
- Government, Customer and Supplier personnel assigned full time to The Boeing Company who have a Boeing badge, and
- CFIs approved by the Board to instruct at BEFA.

#### 14.2 Affiliate Members

Affiliate Members shall be those who meet the qualifications of Participating Members but shall not have a membership term of greater than six (6) months. Affiliate Members will be limited to 5% of the total membership, shall not own an interest in the Association's property holdings, and shall not be able to cast a ballot concerning BEFA matters.

#### 14.3 Family Members

Family Membership shall be open to the immediate family members of the supporting Participating member. Qualifying individuals include the spouse, domestic partner, parents, stepparents, children, stepchildren, siblings, and dependents of Participating Members. The supporting Participating Member must declare the Family Member in a signed statement to the Board. Family Members shall not own an interest in the Association's property holdings and shall not be able to cast a ballot concerning BEFA matters.

#### 14.4 Associate Members

Associate Members shall be owner(s) of aircraft leased by the Association. Associate Members shall not own an interest in the Association's property holdings and shall not be able to cast a ballot concerning BEFA matters.

#### 14.5 Guest Members

Guest Membership shall be open to:

- Former Boeing employees, other than retirees

- Former members of BEFA
- Family members that are not immediate family members of the Participating member (as defined under 'Family Members').
- Other individuals whose membership, in the judgment of the Board, would support and benefit the activities of BEFA.
- Members of the United States Armed Forces (Active duty, Guard, and Reserve)

Guest Members shall contribute an amount equal to the cost of a share appropriate to their flying class. Guest members shall not own an interest in the Association's property holdings and shall not be able to cast a ballot concerning BEFA matters. Members of the Armed Forces will be given priority on the guest membership wait list.

## **14.6 Service Members**

Service Members shall be individuals engaged by the Association to provide service to BEFA. Such individuals may or may not be compensated. Flying privileges shall be granted only when necessary for accomplishment of the tasks for which they are engaged. Service Members shall not own an interest in the Association; shall not be able to cast a ballot concerning BEFA matters; shall not pay fees, dues, or insurance.

## **14.7 Application and Maintenance of Membership**

### **14.7.1 Membership Application**

Applications for membership shall be made through the Secretary and membership shall be conferred upon approval of the Board and payment of the prescribed initiation charges. The Board shall review and approve applications for membership without regard to race, color, gender, sexual orientation, age, religion, national origin, status as a special disabled veteran, or the presence of a disability.

### **14.7.2 Acceptance of Membership**

All members, upon initial acceptance into membership, shall be directed to refer to the Association's Bylaws, and the Rules of Operation.

### **14.7.3 Membership Annual Review**

Participating Membership shall be reviewed each year, by the Secretary, in the month of January to verify the eligibility of members. Participating Members not meeting all eligibility requirements of the Rules of Operation shall be terminated or offered Guest Membership at the discretion of the Board.

### **14.7.4 One-time background checks**

One-time background checks are required for the following membership applications, and the applicant shall be responsible for the cost of the background check:

- CFIs brought in from outside BEFA and approved by the Board to instruct
- Family Members (IRS dependent minors may be excluded from background check)
- Associate Members
- Guest Members

## 14.8 Privileges

All members shall be eligible to schedule and operate aircraft within the limitations of these Rules, and the Bylaws.

## 14.9 Maintenance of Membership Requirements

The following must be done to maintain Association membership:

To maintain privileges to operate the Association's equipment, the member must have fulfilled all financial obligations within the limits prescribed herein, possess all requirements prescribed by FAA regulations with respect to licenses, permits and certificates in accordance with ratings held or stage of instruction and meet the definitions for membership as defined in the Constitution and Bylaws.

## 15 MEMBERSHIP COST

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The amounts and conditions authorized for the items of Section 15 shall be determined by the Board based on the financial condition of the Association. Costs for becoming a Participating Member will include the following:

- Class Share
- Initiation Fee (non-refundable)
- First calendar month's dues and insurance

<b>Participating &amp; Guest Membership Class Shares – Cost Summary</b>	<b>Class I</b>	<b>Class II</b>	<b>Class III</b>
Share (Student/Rated/High Perform-Complex)	\$550	\$650	\$750
Initiation Fee	\$50	\$50	\$50
Monthly Dues & Insurance (in advance)	\$135	\$135	\$135
<b>Membership Total</b>	<b>\$735</b>	<b>\$835</b>	<b>\$935</b>

\* Initiation Fee, Dues and Insurance are not required for non-flying Share Holders.

<b>Membership Cost Summary</b>	<b>Family</b>	<b>Affiliate</b>	<b>Associate</b>	<b>Service</b>
Nonrefundable Initiation Fee	\$50	\$50	\$50	
Monthly Dues & Insurance (in advance)	\$135	\$135	\$135	
Membership Fee		\$200		
<b>Membership Total</b>	<b>\$185</b>	<b>\$385</b>	<b>\$185</b>	<b>N/A</b>

The ongoing cost of membership consists of monthly dues, which includes insurance, plus costs for usage of aircraft. The monthly dues for all flying members are \$135 per month, payable each month in advance.

Non-flying members are considered Participating Members. The non-flying member is not required to pay dues and insurance fees for him/herself when one or more family member(s) maintains a dues-paying status. A share appropriate to the highest-flying status of the family member(s) must be paid.

A single "Introductory Flight" may be offered to a Boeing or Boeing affiliate candidate by a BEFA Instructor in any airplane operated by BEFA. The use of the airplane will be applied to the CFI's BEFA account. The candidate will make payment directly to the CFI for his/her time and for the use of the airplane.

There are three classes of Participating Membership allowing for various selection of aircraft equipment.

### **15.1 Class I: Student Pilot Share Cost: \$550**

Class I members are Student Pilots flying Basic or Light Sport Aircraft. Once a Class I member becomes a Rated Pilot, the member must upgrade his/her share to Class II. The upgrade share cost will be the difference between a Class I and Class II share cost.

### **15.2 Class II: Rated Pilot Share Cost: \$650**

Class II members are Rated Pilots who may fly Basic or Light Sport Aircraft.

### **15.3 Class III: Unrestricted Class Share Cost: \$750**

Class III member flies all airplanes with no restriction when his/her logbook is appropriately endorsed by a BEFA Instructor.

To upgrade to the next higher class level after being rated, complete the Pilot Information Update Form by marking the upgrade Class area, submit to the BEFA staff.

### **15.4 Share Refund**

Shares are refundable by BEFA for members-of-record on November 30, 1997. Thereafter, shares and upgrades to shares will not be redeemed by BEFA except during the first sixty (60) days of new student membership and the first six (6) months of guest membership. Such refunds shall be limited to the value of the share at the time of purchase, less any outstanding account balance.

Members qualifying for a share refund from BEFA will, upon termination, be placed on a share refund list in the order of the request. Refunds will be provided, at the discretion of the Board, at the earliest practicable date consistent with Association financial requirements, and in the order of the list.

### **15.5 Share Sale**

Members of record as of April 30, 2001 may sell their share at any time prior to termination. For the share to be valid for sale, the member must have continuously maintained Active and/or Leave of Absence status since joining. The member must be paid up on their account prior to sale or transfer. Members who join on or after May 1, 2001 may not sell their shares.

### **15.6 Non-Participating Membership Cost**

#### **15.6.1 Affiliate Members**

The cost will include an initiation fee (non-refundable). No membership share is associated with this membership class. However, a \$200 fee is required for each six (6) month period of participation. This fee shall not be applicable to the purchase share for a Participating membership should the status change. Extension of an Affiliate membership requires approval of a petition to the Board. Dues will be consistent with this section.

#### **15.6.2 Family Members**

The cost will include an initiation fee (non-refundable). No membership share is required. Dues will be consistent with this section.

The Participating Member that sponsors a Family member need not be a pilot and can be a “non-flying” member and is not required to pay dues and insurance for him/herself when a Family Member maintains a dues-paying status. However, the Participating Member pays for the share, and has voting rights.

### **15.6.3 Associate Members**

The cost will include an initiation fee (non-refundable). No membership share is required. Dues will be consistent with this section.

### **15.6.4 Guest Members**

Guest member shall pay all costs, appropriate to their class as listed under the Participating Membership. Guest membership costs shall be non-refundable, and shall not be transferable, except that the 60-day refund policy shall be in effect. Guest member candidates must be recommended, in writing, by a Participating Member, satisfy the requirements set forward in the Boeing Recreation Council Club Guest Policy, and must be approved by the Executive Board prior to exercise of member privileges.

### **15.6.5 Service Members**

There are no charges associated with the Service Membership. Flight charges, if any, shall be negotiated with the Operations Officer, or his/her designee, prior to any flight for permitted flying activities.

## **16 MEMBERSHIP TERMINATION & LOSS OF PRIVILEGE**

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The occurrence of any of the following events shall constitute grounds for termination or suspension of membership in the Association.

### **16.1 Voluntary Termination**

Voluntary termination requires a written notice to the Secretary at least thirty (30) days in advance of the effective date.

### **16.2 Expulsion**

Expulsion for cause may be affected by a two-thirds vote of the whole Board following all hearings of the case. The member must be invited to participate in one of the hearings.

### **16.3 Expulsion Investigation**

An expulsion investigation may be recommended by any member by making known the grounds to the Board or the Safety Board.

### **16.4 Automatic Expulsion**

Notice of automatic expulsion shall occur when failure to pay the amount owed is sixty (60) days in arrears.

### **16.5 Refund of Shares**

Refund, if any, of the member's share will be made in accordance with the Rules of Operation Section 15.4.

### **16.6 Flying and Scheduling Privileges**

Flying and scheduling privileges of aircraft controlled by the Association shall cease on:

- The effective date of a voluntary termination.
- The date on which payment on a member's account is thirty (30) days in arrears.
- The date of grounding for any rule infraction.

## **17 FLYING CHARGES**

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### **17.1 Dues and Insurance**

Dues and insurance are charged monthly as a lump sum, paid in advance. The Board establishes dues for members. Insurance will be based on the Association's premium amount divided by the number of dues paying members.

### **17.2 Aircraft**

Aircraft charges are based on Tach time or Hobbs time as currently posted and are subject to sales tax.

### **17.3 Flight Instruction**

Flight instruction charges are established by the instructor and paid directly. They will not be billed through the Association.

### **17.4 Payment of Accounts**

- a) Full payment for a member's account balance, owed as of the first of the month, is due by the 25th day of the same month and becomes overdue if not received in the BEFA office by 6 PM of the 25th.
- b) Overdue accounts shall be assessed a penalty if the amount is over \$50. The penalty shall be \$15 +1.5% of the overdue amount for amounts up to and including \$400. Above \$400, the penalty shall be \$35 + 1.5% of the overdue amount. The penalty shall be applied on each occurrence.
- c) Members shall be grounded for non-payment when the amount owed on their account is thirty (30) days in arrears. Members grounded for non-payment shall have any schedule reservation canceled and shall have any reservation deposit used to offset the member's charges due the Association.
- d) Members grounded for non-payment shall pay their account in full prior to being ungrounded or exercising any scheduling and flying privileges.
- e) Members whose accounts remain overdue for more than sixty (60) days shall be subject to termination.

## **18 LEAVE OF ABSENCE AND RESIGNATIONS**

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### **18.1 Leave of Absence (LOA)**

A member who is not able to fly for a period of time may request to be placed on Leave of Absence (LOA), a status which will result in reduced monthly dues and insurance payments. All requests for LOA must be submitted in written form.

Members may request LOA for any of the following reasons:

- a) Company business that takes them out of the Seattle area for more than thirty (30) consecutive days. The term "Company" is not limited to Boeing but shall be construed to mean the member's current employer.
- b) Physical incapacitation for more than thirty (30) days, including FAA medical deficiency as described in FAR 61.53.
- c) Personal business that takes them out of the Seattle area for more than 90 consecutive days.



- d) Enter school as a full-time student for a quarter or more.
- e) Loss of employment.
- f) Other personal reasons. Members are permitted to change to LOA status while trying to sell their share.

The monthly fee for members on LOA is \$25. LOA status and dues commence on the first day of the month which is the latter of a) the requested start month; or b) the month following receipt of written notification. A member's account must be paid up in full before granting a LOA.

If LOA is approved by the Board for any reason other than those listed above, then the minimum period of LOA is twelve (12) months. A member so approved for LOA may elect to return to active status prior to expiration of the twelve-month minimum period by payment of the difference between LOA and the regular dues and insurance charges for the period on LOA.

## **18.2 Resignations**

Membership Termination and Loss of Privileges are covered in Section 16.

## Pilot Procedures & Aircraft Operations

### 19 PILOT QUALIFICATIONS AND AIRCRAFT OPERATIONS

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#### 19.1 General

**Rules and Regulations:** Operation of aircraft must comply with Federal Aviation Regulations, all other Federal, State, and Local regulations and ordinances, and the Rules of Operation, and must be performed in a safe and courteous manner.

**Commercial Operation:** Commercial operation or any intent to advertise, solicit or operate aircraft for which a charge is made is prohibited. Violators will be subject to membership termination, fines, and/or such additional disciplinary action as determined by the Board.

*Note: Pilots may share expenses pro rata with passengers in accordance with FAR Part 61 (limited to fuel, oil, airport expenses, or rental fees).*

**Instruction:** Instruction in an aircraft may be given only by Board approved flight instructors.

**Non-members:** With only the following exceptions, persons other than BEFA Members are not permitted to operate aircraft or act in any capacity other than as a passenger. Exceptions to this rule are as follows:

- FAA Inspectors or FAA Designees giving FAA required checkrides.
- Immediate family members, or flying companions of all BEFA members, who are participating in BEFA approved "Pinch Hitter" training.
- Non-members for purposes of a demonstration flight with a BEFA CFI acting as PIC.

**Left and Right Seat:** The PIC will occupy the left front seat, or the seat specified for solo flight by the aircraft manual unless endorsed for the right front seat. To act as PIC in the right front seat or the seat with a secondary set of controls, the pilot must be a BEFA CFI or satisfy the following:

- Have an endorsement noted in the Pilot's BEFA Record.
- Have passed a six-month currency checkride while operating from the right seat at least once in each 12-month period.
- Fly solo, or have the primary seat occupied by a BEFA member, current in the make/model being flown. The PIC for the flight must be established before the flight for the duration of the flight.

#### 19.2 Checkrides

Requirements and Responsibilities:

- a) All members must meet the requirements of applicable BEFA and FAA checkrides prior to acting as PIC of any aircraft.
- b) The individual member is responsible for obtaining required checkrides (as defined in the "Checkride Matrix") and ensuring completion of Pilot Record entries, including checkride type, aircraft make and model and authorized instructor or check pilot signature prior to acting as PIC of any aircraft.
- c) The requirements for checkrides, both initial and recurrent, are described in the sections below and summarized in the table in Section 19.2.5.

##### 19.2.1 Checkride Conduct

- a) BEFA checkrides may be conducted only by BEFA Instructors who have been approved for a

particular type of checkride (high-performance/complex, mountain, etc.) by the Board, or BEFA Instructors authorized by the Safety Officer for the conduct of the specific checkride.

- b) The Checkride Instructor will determine what requirements and/or maneuvers will be demonstrated for any checkride or sign-off taking into consideration experience and currency.

### **19.2.2 Phase Checks**

- a) Training for Student Pilots will include two phase checks (solo, and final phase check). The Solo Phase Check is to be conducted no sooner than the second supervised solo. A Phase Check Pilot must conduct these checks.
- b) Training for the Instrument Rating will include one Instrument Phase Check, given by an Instrument Check Instructor.

### **19.2.3 Initial Checkrides**

#### **19.2.3.1 Make and Model**

- a) All members who are rated pilots must have a make and model checkride under the appropriate flight rules (VFR and/or IFR) in each aircraft make and model prior to acting as PIC in that model.
- b) Only BEFA Check Pilots appropriate to the aircraft type may conduct this checkride.

#### **19.2.3.2 Instrument**

- a) No pilot will operate an aircraft under IFR if they have not received a BEFA IFR checkride in that make and model.
- b) Only BEFA Instrument Check Pilots may conduct this checkride, and in addition must be a BEFA Check Pilot appropriate to the aircraft type.

#### **19.2.3.3 C-172 with Dynon Avionics**

- a) Pilots must hold at least a Private Pilot Certificate, have a minimum of 2 hours of ground instruction and 2 hours of dual flight instruction with the Dynon avionics.
- b) Only BEFA Basic Check Pilots may conduct this checkride.

#### **19.2.3.4 Light Sport (RV-12)**

- a) No pilot will operate an RV-12 aircraft if they have not received an RV-12 initial checkride.
- b) Only BEFA Light Sport Check Pilots may conduct this checkride.

#### **19.2.3.5 High performance**

- a) Pilots must have a minimum of 10 hours, or 3.5 hours of dual with a BEFA high performance instructor, in high performance airplanes (as applicable), including sufficient dual air work and a minimum of 15 landings to demonstrate proficiency.
- b) Only BEFA High-Performance Check Pilots may conduct the checkride.

#### **19.2.3.6 Complex**

- a) Pilots must have a minimum of 10 hours, or 7 hours of dual with a BEFA Complex Instructor, in complex airplanes (as applicable), including sufficient dual air work and a minimum of 30 landings to demonstrate proficiency.
- b) For the Beech C24R, pilots must hold at least a Private Pilot Certificate and must pass the BEFA training or equivalent.

- c) Only BEFA Complex Check Pilots may conduct this checkride.

#### **19.2.3.7 Tailwheel**

- a) Pilots must hold at least a Private Pilot Certificate. Pilots must have 10 hours flight time, or 5 hours dual with a BEFA Tailwheel Instructor, in similar make and model aircraft. The dual instruction and checkout procedures shall comply with BEFA's tailwheel training curriculum. Each tailwheel make and model requires an initial checkride.
- b) This checkride must be completed with a BEFA Tailwheel Check Pilot prior to acting as PIC of tailwheel aircraft.

#### **19.2.3.8 Aerobatic**

- a) Pilots must pass the BEFA aerobatic curriculum for the applicable aircraft, or equivalent.
- b) This check ride must be conducted with a BEFA Aerobatic Check Pilot.

#### **19.2.3.9 Cirrus**

- a) Pilots must hold at least a Private Pilot Certificate. Pilots must pass the BEFA training, or equivalent (minimum of 4 hours ground and 4 hours flight).
- b) Only BEFA Cirrus Check Pilots may conduct this checkride.

#### **19.2.3.10 T210**

- a) Pilots must hold at least a Private Pilot Certificate. Pilots are required to pass BEFA training, or equivalent.
- b) Only BEFA T210 Check Pilots may conduct this checkride.

#### **19.2.3.11 Floatplane**

- a) Pilots must hold a minimum of 50 hours additional single-engine piston fixed wing experience after obtaining their Private certificate, prior to acting as PIC in BEFA seaplane.
- b) Pilots must have a minimum of 15 hours total SES time within the prior 3 years, with 10 hours in similar make and model to act as PIC in a BEFA floatplane.
- c) Only BEFA Float Check Pilots may conduct this checkride.

#### **19.2.3.12 Right Seat**

- a) Pilots must pass a Right Seat checkride prior to acting as PIC from the right seat.
- b) Any BEFA Instructor appropriate to the aircraft type may conduct this checkride.

#### **19.2.3.13 Night Local**

- a) Pilots must have a night local checkride or have satisfied the FAR Part 61.109 requirements (dated on or after 08-05-97), under the supervision of a BEFA instructor, prior to acting as PIC of any aircraft during any night flight.
- b) A night local checkride permits aircraft operations at lighted fields and flight within 50 nautical miles of the aircraft's base airport.
- c) Any BEFA Instructor appropriate to the aircraft type and with a recorded BEFA Night Local Checkride may conduct this checkride.

#### **19.2.3.14 Night Cross-Country**

- a) Pilots must have had a night cross-country checkride or have satisfied the FAR Part 61.109 requirements (dated on or after 08-05-97), under the supervision of a BEFA

instructor, prior to acting as PIC of any aircraft during any night cross-country flight.

- b) Any BEFA Instructor appropriate to the aircraft type and with a recorded BEFA Night Cross-Country Checkride may conduct this checkride.
- c) The requirements of a night cross-country checkride may also be met by a BEFA current, instrument rated pilot after passing a night local checkride.

#### **19.2.3.15 Mountain**

- a) Pilots must have an instructional mountain flying checkride prior to acting as PIC of any aircraft in flight within five nautical miles of the 3,000-foot contour lines.
- b) Only BEFA Check Pilots appropriate to the aircraft type and with a recorded BEFA Mountain Checkride may conduct this checkride.

#### **19.2.3.16 High Altitude**

- a) Pilots must have an instructional high altitude checkride and/or sign-off prior to acting as PIC of any BEFA aircraft at an altitude above 14,000 feet MSL.
- b) Only BEFA Check Pilots appropriate to the aircraft type and with a recorded BEFA High Altitude Checkride will conduct this checkride.

#### **19.2.3.17 Unimproved Airport**

- a) Prior to operation into unimproved airports, pilots shall receive logged instruction in an unimproved airport environment.
- b) Only BEFA Check Pilots appropriate to the aircraft type and with a recorded BEFA Unimproved Airport Checkride will conduct this checkride.

### **19.2.4 Currency and Recurrent Checkrides**

Unless otherwise specified below, prior to acting as PIC in the applicable aircraft, the pilot shall have, in the previous 90 days, logged a minimum of 2 hours of flight time and 5 landings or completed a recurrent checkride in the applicable aircraft type. Currency achieved in aircraft for which a six-month checkride would suffice (as given in the Checkride Matrix of Section 19.2.6) satisfies this requirement.

- a) **Rated Pilots:** Rated pilots must have a VFR/IFR checkride and/or sign-off within six calendar months prior to acting as PIC of any aircraft.
- b) **Checkride Matrix:** A six-month checkride conducted in any BEFA operated aircraft will suffice for that aircraft type and all other types listed below it in the Checkride Matrix of Section 19.2.6 for which the pilot is qualified to fly.
- c) **RV12:** Pilots qualified in the Vans RV12 must have a check ride in an RV12 with a BEFA RV12 Check Pilot within six months prior to acting as PIC of an RV12.
- d) **Complex and/or High Performance:** Pilots who are qualified in land complex and/or high-performance aircraft must have a complex and/or high performance checkride within six calendar months prior to acting as pilot in command of a land complex and/or high-performance aircraft. This check ride must be conducted by a BEFA Complex or High-Performance Check Pilot as appropriate. An R182 six-month check will satisfy the C24R six-month check requirement provided within the previous 12 months a C24R six-month check has been completed. Likewise, a C24R six-month check will satisfy the R182 six-month check requirement provided within the previous 12 months an R182 six-month check has been completed.
- e) **Cirrus:** Pilots who are Cirrus qualified must have a check ride with a BEFA Cirrus Check Pilot

within the preceding six months prior to acting as PIC.

- f) **Tailwheel:** Pilots who are qualified in tailwheel aircraft must have a tailwheel checkride within six calendar months prior to acting as pilot in command of a tailwheel aircraft. This check ride must be conducted by a BEFA tailwheel Check Pilot.
- g) **Aerobatic:** Pilots must have an aerobatic checkride within the preceding six-months, including all maneuvers of the BEFA aerobatic curriculum for the applicable aircraft, before performing any aerobatic maneuvers in that make and model. This check ride must be conducted with a BEFA aerobatic Check Pilot.
- h) **T210:** Pilots qualified in the T210 must have a check ride in that aircraft with a BEFA T210 Check Pilot within six months prior to acting as PIC of the T210.
- i) **Floatplane:** Pilots who are qualified in SES must have a floatplane checkride within six months prior to acting as pilot in command of a floatplane. This check ride must be conducted by a BEFA floatplane check pilot. A single engine sea checkride must be conducted in the heaviest, most complex BEFA floatplane the pilot is qualified to fly. Pilots who are qualified in both single engine land and single engine sea aircraft may substitute one floatplane checkride for a six-month VFR landplane checkride in a calendar year as defined by the Checkride Matrix.
- j) **Right Seat:** Pilots with right seat endorsements must have a right seat check ride within 12 months prior to acting as PIC from the right seat.
- k) **Exceptions** to the requirement to conduct a six-month check ride in a BEFA operated aircraft may be granted on a case-by-case basis where operationally necessary. Approval will be at the discretion of the Safety Officer or Operations Officer. Requests shall be made in writing to the Safety Officer or Operations Officer and shall include the following details: location, model aircraft, duration of flight, number of landings, CFI conducting the check ride and training areas covered (e.g., short field landings, high altitude ops, etc.).

#### 19.2.4.1 Recurrent VFR Checkride

The requirements of a six-month checkride may be met by:

- a) Completion of a BEFA six-month VFR checkride with a BEFA approved flight instructor. As detailed above and summarized in the table of Section 19.2.5, this may be a CFI for Basic Aircraft but must be a Check Pilot appropriate to the type for other aircraft.
- b) A Flight Review when conducted by a BEFA approved flight instructor.
- c) A FAA checkride for certificate or rating, provided that the dual instruction required for that checkride was given by a BEFA approved instructor.
- d) An AATD may be used to satisfy the flight portion of a BEFA VFR six-month checkride provided the pilot has accomplished a six-month check in an aircraft within the preceding eight months. All required landings must be accomplished according to the checkride matrix. The AATD may not be used for consecutive six-month checkrides.

#### 19.2.4.2 Recurrent IFR Checkride

- a) All instrument rated pilots must have a BEFA IFR checkride within the six calendar months prior to acting as PIC of any aircraft operating under IFR rules. This checkride must be with a BEFA Instrument Check Pilot.
- b) A BEFA IFR checkride may be included as part of a six-month VFR checkride and must be entered on the pilot's record.

- c) In lieu of completion of a BEFA six-month IFR check ride, the requirements of a BEFA six-month IFR checkride may be met by:
  - i. A FAA checkride for Instrument rating, provided that the dual instruction required for that checkride was given by a BEFA approved instrument instructor appropriate to the type.
  - ii. An FAA instrument proficiency check, as required by FAR Part 61, 121, 125, and 135, once in any calendar year. The aircraft type and examiner name must be entered on the pilot's record and countersigned by a BEFA instrument instructor.
- d) An AATD may be used to satisfy a BEFA IFR six-month checkride provided the pilot has accomplished a six-month check in an aircraft within the preceding eight months. The AATD may not be used for consecutive six-month checkrides.

### 19.2.5 Checkride Summary Table

The checkrides specified above are summarized in the table that follows. Where “CFI” is shown, any BEFA flight instructor with that rating (subject to any additional requirements specified above) may perform the checkride. Otherwise, an appropriately qualified BEFA Check Pilot is required for each checkride as specified in the table. Instructor and Check Pilot qualifications are specified in Section 21.

Checkride Type	Interval	Check Pilot Qual	Checkride Type	Interval	Check Pilot Qual
Make & Model Initial	One Time	Basic <sup>1</sup>	VFR Recurrent	6 Months	CFI <sup>2</sup>
IFR Initial	One Time	Instrument	IFR Recurrent	6 Months	Instrument
RV12 Initial	One Time	RV12	RV12 Recurrent	6 Months	RV12
High-Perf Initial	One Time	High-Perf	High-Perf Recurrent	6 Months	High-Perf
Complex Initial	One Time	Complex	Complex Recurrent	6 Months	Complex
Tailwheel Initial	One Time	Tailwheel	Tailwheel Recurrent	6 Months	Tailwheel
Aerobatic Initial	One Time	Aerobatic	Aerobatic Recurrent	6 Months	Aerobatic
Cirrus Initial	One Time	Cirrus	Cirrus Recurrent	6 Months	Cirrus
T210 Initial	One Time	T210	T210 Recurrent	6 Months	T210
Float Initial	One Time	Float	Float Recurrent	6 Months	Float
Mountain	One Time	Basic	Right Seat Recurrent	12 Months	CFI
Right Seat Initial	One Time	CFI	Unimproved	One Time	Basic
Night Local	One Time	CFI	Student Solo Phase	One Time	Phase
Night Cross Country	One Time	CFI	Student Final Phase	One Time	Phase
High Altitude	One Time	Basic	Instrument Phase	One Time	Instrument

<sup>1</sup>Or as required by the aircraft type. For example, initial checkout in the T210 requires a T210 Check Pilot.

<sup>2</sup>This may be a BEFA CFI for Basic Aircraft but must be a Check Pilot appropriate to the type for other aircraft.

### 19.2.6 Aircraft Checkride Matrix

A pilot receives a six-month check in an aircraft that is shaded blue. Provided the pilot has been checked out and is current in the aircraft listed below the shaded aircraft, the pilot is qualified to fly all aircraft below.

C150	RV12	C172	C182	PA18	BL8	Cirrus	Float	R182	C24R	T210
		C150	C150	C150	C150	C150	C150	C150	C150	C150
			C172	C172	C172	C172	C172	C172	C172	C172
						C182	C182	C182	C182	C182
								C24R <sup>1</sup>	R182 <sup>2</sup>	R182
										C24R

<sup>1</sup>An R182 six-month check will satisfy the Beech Sierra C24R six-month check requirement provided within the previous 12 months a Beech Sierra C24R six-month check has been completed.

<sup>2</sup>A Beech Sierra C24R six-month check will satisfy the R182 six-month check requirement provided within the previous 12 months an R182 six-month check has been completed.

### 19.3 Aircraft Operation Limitations

**Minimum Fuel Reserve:** The airplane shall be landed with a minimum fuel reserve on board consistent with the flight planning requirements of FAR 91.151 and 91.167.

**Airport:** Aircraft are restricted to airports or areas clearly designated for landing airplanes.

**Constant Speed Propeller:** Aircraft with constant speed propellers are restricted to runways with a minimum length of 3,000 feet until the PIC has demonstrated short field takeoff and landing capability in the specific make and model.

**Passengers:** Passengers shall not be boarded nor deplaned while the propeller is in motion.

**Hand Starting Aircraft:** Pilots must receive instruction in hand starting and be signed off the member's pilot record beforehand starting any aircraft. Hand starting of float planes is prohibited.

**Stop and Go:** Limited to hard surface runway with minimum of 2,000 feet remaining.

**Touch and Go:** Prohibited for SEL and MEL complex aircraft.

#### 19.3.1 Aerobatic

- a) For aerobatic flights in the Decathlon, the PIC and any passenger must be approved for aerobatic flight by a BEFA Aerobatic Flight Instructor.
- b) Passengers must have received a one-time parachute and emergency egress briefing from a BEFA Aerobatic Flight Instructor, prior to any non-instructional aerobatic flight with a BEFA Aerobatic Pilot.

#### 19.3.2 Floatplane

- a) All flights must be in compliance with the PIC BEFA SES record, area checkout authorizations (which will include a map defining the boundaries of authorized areas, including approved lakes) and all applicable BEFA rules.
- b) Prior to acting as PIC in a BEFA floatplane, the pilot shall have, in the previous 60 days, logged a minimum of 2 hours of flight time and 5 landings or completed a Recurrent checkride in each model SES aircraft.
- c) If the aircraft is operated in brackish or salt water, it shall be washed in accordance with the Float Plane Saltwater Washing Procedure at or before the end of the day.
- d) Night take-offs and landings are prohibited, beginning at official sunset until sunrise.



- e) Flights shall not be launched when the surface temperature is below 3.5 degrees C.
- f) All float pilots and passengers shall wear a PFD.
- g) For all required itineraries, the pilot must obtain prior approval of the Safety or Operations Officer in collaboration with a BEFA SES CFI.
- h) BEFA seaplanes will not be permitted to overnight away from base.
- i) Flights shall not be launched in winds greater than 10 knots sustained and/or gusting 12 knots or greater, as verified by the WDOT I-90 and I-520 Bridge Wind Speeds, and RNT ASOS. If winds at destination are greater than 10 knots, landings and take-offs are prohibited at said destination.
- j) First time operations into any body of water requires BEFA SES CFI approval.
- k) Any SES pilot with less than 30 hours of BEFA SES total operational time requires SES CFI approval prior to acting as PIC of the floatplane.
- l) Pilots shall log a minimum of 3 hours of dual with BEFA CFI in preparation for mandatory proficiency check with BEFA qualified check airman prior to acting as solo PIC in BEFA floatplane.

### **19.3.3 Floatplane Lift Truck**

- a) The floatplane lift truck will be operated in accordance with the BEFA Floatplane Lift Truck Operator's Manual.
- b) Authorized drivers of the floatplane lift truck will be held harmless by the Association for any damage caused by operation of the truck for the benefit of other members. Float truck drivers launching the aircraft for their own use are liable for damage to the aircraft as determined by the Safety Board and or Board of Directors. Liability is limited to the cost of the repair or \$1000, whichever is less.

### **19.3.4 Light Sport**

For operating Light Sport aircraft, the maximum allowable wind speeds are as follows:

- Winds of 22 knots in any direction, for all ground operations including taxi, takeoff, and landing
- Gust factors of 9 knots in any direction, for takeoff and landing
- Crosswind components of 8 knots, for takeoff and landing

## **19.4 Student Operations**

- a) Students shall adhere to all written and verbal limitations given by their BEFA Instructors.
- b) Students shall not fly solo unless they have flown with or been signed off by an instructor within the preceding thirty (30) days, and appropriate entries have been completed in the BEFA Student Pilot File.
- c) Wind Maximums - Students are not permitted to fly solo in wind conditions that exceed an eight (8) knot crosswind component or a maximum of 15 knots unless specifically signed off by their instructor.
- d) No student solo of SES aircraft allowed.
- e) No student pilot operating the Cirrus is allowed. Private Pilot license or greater is required.

### 19.4.1 BEFA Recommendations

This section contains recommendations that follow common practice. Since student capability improves dramatically from pre-solo to test preparation, this section contains recommendations not rules. The instructor may choose to waive these limitations for pilots who meet or exceed private pilot competency.

- a) **Pattern at Renton or Paine:** No clouds below 2,000 feet and visibility at least 5 miles.
- b) **Local Flights** within 25 miles of Renton or Paine: No clouds below 2,500 feet and visibility at least 7 miles.
- c) **Cross-country Flights:** No clouds forecast below 1,000' feet above the minimum selected planned enroute altitude and at least 10 miles visibility.
- d) **Students:** Students are limited to the local field (PAE or RNT) until completing their solo phase check flight.

### 19.5 IFR Operations

- a) **Equipment Requirements:** BEFA aircraft shall not depart aircraft home base (Renton or Everett as appropriate) into known or forecast instrument meteorological conditions unless the aircraft complies with FAR 91.205 and has operable:
  - i. Heated Pitot tube
  - ii. Dual VHF communication transceivers
  - iii. Dual VHF navigation receivers with at least one localizer and one glide slope
  - iv. Transponder
  - v. GPS approved for IFR approaches

Exceptions can be made on a case-by-case basis, at the discretion of the Safety Officer or Operations Officer.

- b) **Safety Pilots:** Safety Pilots required for instrument flying practice in BEFA aircraft must be BEFA pilots who have been checked out in the category and class of aircraft being flown.

### 19.6 Local / Cross-country Flying

- a) **Local Flying Area:** Local flying for certified pilots other than student pilots is defined as flying completed within the contiguous United States (CONUS) during a total time of 24 hours or less and is within a 150 nautical mile radius of the aircraft's base airport. Local flying is exempt from the 150-mile rule if conducted with a BEFA instructor.
- b) **Flight Plans:** A flight plan should be filed whenever feasible for all flights exceeding 50 nautical miles from the point of takeoff and for all flights into remote areas.
- c) **BEFA Extended Cross-country Itinerary:** When a pilot plans to schedule an aircraft for more than 24 hours, or plans a trip outside the Local Flying Area, an itinerary must be completed and submitted to BEFA staff to reserve the aircraft. The signed itinerary must be submitted to the Safety Officer or Operations Officer for approval. A pilot shall not depart prior to ensuring that the itinerary has been approved. Signing the itinerary is acknowledgment that the member has read, understands, and agrees with the BEFA Policy on Cross-Country Flights as stated in the Rules of Operation.
- d) **BEFA Mountain Itinerary:** When a pilot schedules or plans a mountain flight (e.g., float plane mountain lake operations, sightseeing) a Mountain Itinerary must be completed, signed, and filed with the Safety Officer, Operations Officer, or designee prior to departure. BEFA review of

the itinerary is recommended, but not mandatory prior to the flight.

- e) **Flights to Other Countries:** For flights outside the contiguous United States or Canada, the PIC must obtain and carry a letter from the BEFA President, authorizing that flight into that country. The PIC must confirm possession of proper insurance coverage and required aircraft and flight navigation documentation for the specific country(s).

## 19.7 Maintenance

- a) **Squawks:** All aircraft discrepancies, malfunctions and damage shall be recorded on the Aircraft Discrepancy Report Form and in the appropriate Tach Book
- b) **"Maintenance":** When a pilot finds an unsafe condition and believes the aircraft should be signed "out to maintenance," the pilot shall put the maintenance flag on the sign-out board and contact the Operations Manager, the Operations Officer, or the Safety Officer.
- c) **Aircraft Grounding:** When a licensed mechanic grounds an aircraft, the word "GROUNDED" shall be entered in the Tach Book along with the description of the condition; the maintenance flag shall also be put on the sign-out board for the applicable aircraft, and the mechanic shall notify the Operations Officer, or Safety Officer. Grounded aircraft shall not be released for flight, except by a mechanic with airframe and powerplant certifications or inspection authorization, or his/her designee (as appropriate per FAR Part 43).
- d) **Repairs:** Repairs in excess of \$100.00 must be approved in advance by the Operations Manager or a BEFA Board Member. Pilots are authorized to place a collect call at BEFA's expense to obtain this approval. All repairs in the Seattle area require approval of the Operations Manager or a BEFA Board Member.
- e) **Maintenance Flights:** Use of BEFA aircraft for maintenance-related flights, or release of BEFA aircraft for post maintenance flights, must be approved in advance by the Operations Manager, the Operations Officer, or his/her designee. Maintenance flights are grouped into 3 different categories: low, medium, and high-risk flights
  - a. **High Risk Flights:** Maintenance flights for safety of flight items. Examples include engine work, flight controls, annual, and major overhaul. Approved by at least two designated people (dual source). Having a dual approval for high-risk flights will help to identify any potential issues or risks, as well as any necessary mitigations. The PIC will be a highly experienced CFI in the aircraft of interest. The optional SIC will be qualified and current in the aircraft. No training is allowed.
  - b. **Medium Risk Flights:** Maintenance flight for non-safety of flight items. Examples include avionics upgrade, radios, interior work, etc. The PIC will be a highly experienced CFI in the aircraft of interest. The optional crewmember will be an individual highly knowledgeable in the equipment being tested. For example, if it is an avionics upgrade, then someone familiar with those avionics may act as a crewmember, even if they are not qualified in the aircraft. No training is allowed.
  - c. **Low Risk Flights:** Maintenance flights not designated as high or medium risk. Examples includes a ferry to a maintenance facility. The PIC will be any current and qualified pilot in the aircraft of interest. The optional SIC must be a person that is cleared to fly on BEFA aircraft. Training is allowed.
- f) **Field Maintenance:** Any field maintenance action must be squawked upon return to BEFA.

## 19.8 Accidents and Incidents

- a) **BEFA Notification:** The PIC shall notify a BEFA Board member or the BEFA Operations Manager

of any accident or incident as soon as possible.

- b) **Aircraft Grounding:** When a BEFA aircraft is involved in an accident or incident, including a prop strike, the aircraft shall be grounded. The grounded aircraft shall not be released for flight except in writing by a mechanic with airframe and powerplant certifications or inspection authorization.
- c) **NTSB Notification:** The PIC is responsible for all NTSB required accident reports concerning any accident or incident in which the PIC or the PIC's aircraft is involved.
- d) **Pilot Liability:** A Safety Board shall be convened to review the accident or incident and report to the Board the following:
  - what happened;
  - recommended changes, if any, to the operating procedures;
  - recommended remedial training, if any, for the member(s) involved;
  - assessment, if any, to the member(s) involved.
  - i. Liability for any specific accident or equipment damage will be the cost of the repair or \$1000, whichever is less.
  - ii. Notwithstanding the foregoing, if a BEFA aircraft is found to be used for any unlawful purpose or if bodily injury or property damage was expected or intended from the standpoint of the member, then the member's liability is for the full amount of BEFA's loss.
  - iii. If more than one member is involved, the Safety Board may assess liability to each participant in proportion to the determined level of fault.
- e) **Pilot Grounding:** The following actions shall be taken, if deemed appropriate by the Safety Officer:
  - i. The pilot shall be grounded until released by Safety Board action.
  - ii. The pilot's first ride after grounding shall be with a specified check pilot.
- f) **News Media Statements:** Only the BEFA President is authorized to make any statements to the news media in the event an Association aircraft is in any way involved in an accident or incident.

### 19.9 Aircraft Checkout and Return

- a) **Preflight:** Each pilot shall check the aircraft squawks in FSP and make a thorough preflight inspection of the aircraft prior to departure.
- b) **FSP:** Aircraft (and simulators) must be checked out in FSP prior to flight and checked back in promptly on return. Any squawks must be entered.
- c) **Sign-out Board:** Each pilot shall note the destination and estimated time of return on the sign-out board prior to departure.
- d) **Flight Time Records:** Prior to each flight, the pilot shall make an entry in the Tach book recording the date of flight, pilot's name and the starting Hobbs and Tach hours. Students with an instructor shall also note the instructor's name. At the completion of each flight, the pilot shall complete the Tach book entry by recording the ending Hobbs and Tach hours.
- e) **PIC Responsibility:** A PIC who chooses to operate a BEFA aircraft is assumed to have completed a full assessment of the aircraft condition and accepts the aircraft as airworthy. The PIC thereby assumes responsibility for any assessable damage unless discrepancies are fully noted on the aircraft squawk sheets.

- f) **Salt Beach Environment:** A PIC who chooses to operate a BEFA aircraft in a salt beach environment shall soap and water wash the aircraft thoroughly, as soon as feasible.
- g) **Aircraft Return:** At the completion of each flight, it is the pilot's responsibility to return the aircraft and its key to their proper locations. If the pilot returns much earlier than was originally scheduled on the BEFA-selected scheduling system, the pilot shall cancel the remainder of the schedule.
- h) **Delayed Return:** When a pilot fails to return the aircraft, for any reason, at the scheduled time, the pilot shall notify the BEFA office staff or a BEFA Board member of the reason and the revised time of return. If the pilot abandons the aircraft, for any reason other than maintenance, BEFA may charge the pilot for the flying time and other expenses necessary to return the aircraft.
- i) **Aircraft Logbooks:** Aircraft logbooks will be kept in the BEFA office. When a pilot is required to take an aircraft logbook for a checkride, the removal must be recorded on the sign-out sheet. The logbook must be returned to the BEFA office directly upon completion of the checkride.

### 19.10 Reporting Violations or Filing Grievances

- a) A grievance may be filed against any other member, including Flight Instructors or such person as deemed appropriate. Violations of these Rules should be reported to the Operations Officer by a signed grievance form. The Operations Officer, or designee, will log and review grievance reports, including rebuttal statements, if any, and present findings to the Board.
- b) Grievances involving damage to an aircraft, or accelerated wear of aircraft equipment (e.g., tires) will be evaluated to determine probable cause. In those cases where the operator(s) of the aircraft is (are) judged to have been responsible for such damage, or to have substantially contributed to it, the Operation Officer, or designee, is empowered to require compensatory payment to be made. Said payments shall not exceed the cost of correction of such damages. Such actions may be appealed to the Executive Board.
- c) An action not specifically prohibited does not mean it is allowed. Actions that the Executive Board deems are not in the best interest of the Association or its members, as well as those that violate the intent or words of the Rules, may invoke disciplinary action that can include fines, grounding, or termination of membership. Compliance with FARs is required.

### 19.11 Noise Abatement

BEFA pilots shall use published or posted noise abatement procedures at all airports whenever practical but shall deviate as required (when necessary) to comply with ATC requests or any safety consideration.

### 19.12 Formation Flying

Formation flying is when two or more aircraft are traveling and maneuvering together in a disciplined, synchronized, predetermined manner. When aircraft are in coordination, within 2,000 feet laterally, and 500 feet vertically of each other, they will be considered a formation. All formation flights in BEFA aircraft need the advance written approval of the Safety Officer or the Operations Officer.

## 20 SCHEDULING OF FLIGHT TIME

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### 20.1 Reserving Flying Time

It is the objective of the BEFA reservation system to provide fair and equitable access to our fleet for all members. To help facilitate this, a few rules are presented to govern making, modifying, and canceling

reservations. It is not possible, or desirable to regulate all eventualities. Ultimately, the success of our reservation system rests on member cooperation and adherence to the spirit of these rules.

### **20.1.1 Other Than Extended Cross-country Time**

- a) Reservations for all times other than extended cross-country time shall not be made more than nine (9) days in advance of the date of the intended flight.
- b) Reservations must be scheduled in the computer. Scheduling can be made with the assistance of office staff, in person, or by telephone. Reservations required for the purpose of flight tests are an exception, and the 9 days in advance does not apply.
- c) Such reservations, requiring scheduling in excess of the 9-day advance rule, shall be made in accordance with the rules for extended cross-country scheduling detailed in Section 20.1.2.
- d) The requirement for a deposit covering the daily minimum charge shall be observed.

### **20.1.2 Extended Cross-country Scheduling**

- a) Reservations for extended cross-country time shall not be made more than two (2) months in advance of the day of departure. For example, if you wish to schedule an extended cross-country flight to depart November 13, the earliest you could make a reservation would be September 13.
- b) Reservations shall be made in writing through the Renton office. Office personnel will enter the written instruction into the BEFA selected scheduling system. The individual cannot make direct schedule entries.
- c) The total minimum deposit, in accordance with Section 20.3.2, must be paid at the Office at the time an extended cross-country reservation is made, or the reservation is invalid, and will not be entered in the reservation system.
- d) A member may not have more than two extended cross-country reservations in the BEFA selected scheduling system at any time.

## **20.2 Amount of Scheduling Allowed Per Member**

### **20.2.1 Other Than Extended Cross-country Time**

- a) *Prime Time*: Ten hours within the next nine days. Exceptions can be made at the discretion of the Board.
- b) *Non-Prime Time*: There is no limit.
- c) *Non-Reserved Time or No-Show Time*: There is no limit.

### **20.2.2 Extended Cross-country Time**

- a) During the Summer months, a member may schedule up to a total of 17 days of which not more than 14 days may be consecutive. These days shall not consist of more than 4 weekends or parts of weekends.
- b) During the Winter months, a member may schedule up to a total of 33 days of which not more than 23 may be consecutive. These days shall not consist of more than 8 weekends or parts of weekends.

## **20.3 Minimum Flying Time Charges and Deposits**

### 20.3.1 Other than Extended Cross-country Minimum Flying Charges

Minimum charges will be made according to the table in Section 20.3.2 as follows:

- a) If the actual Tachometer or Hobbs (as applicable) flying time does not equal or exceed flying minimums, the member will be billed for the daily minimums with the following exceptions:
  - i. If, on the first or last day of a member's scheduled time, the aircraft is made available for scheduling by others, and it is flown, the required minimum for the total period, billable to the scheduling member, will be reduced by the amount flown by others. The member is responsible for coordinating with the office staff to make sure minimum charges are correctly billed.
  - ii. For single overnight scheduling, no minimum is required for flights commencing after 1500, with a return no later than 1100 the following day.
- b) No deposit is required for other than extended cross-country.

### 20.3.2 Extended Cross-country Minimum Flying Charges

- a) A deposit is required for any extended cross-country reservation. This deposit is determined by minimum hours for the period of aircraft possession as shown below multiplied by the aircraft hourly rate.

Day	Summer Apr thru Sep	Winter Oct thru Mar	One Calendar Day
Weekdays except holidays	1 hour	none	none
Sundays and holidays	2 hours	1 hour	1 hour
Saturdays	3 hours	2 Hours	2 Hours

*Note: Holidays included under this rule are those recognized by The Boeing Company and apply on the day Boeing suspends operations in celebration of these holidays. An exception to this rule will be the Christmas period when only Christmas Day and New Year's Day will be regarded as chargeable holidays.*

- b) At the discretion of the Board, the minimum flying hours for complex and/or high-performance aircraft may be reduced or removed. This change will be posted in the Cross-Country scheduling book.
- c) Minimum deposits will apply for fractions of days as well as full days.
- d) A member's pre-payment for an extended cross-country reservation will be refunded upon request. However, if there are any penalty charges, they will be deducted from the pre-payment of the minimum flying time deposit.

## 20.4 Use of "No-Show" and "Non-Reserved" Time

### 20.4.1 "No-Show"

A member must wait at least 15 minutes after the start of another member's scheduled time before using the "No-Show" time. The member is expected to make a "good faith" effort to contact the member holding the reservation.

### 20.4.2 "No-Show" for Extended Cross-country Time

A member must wait at least one hour before claiming another member's extended cross-country time. He or she must first try to contact the scheduled member. If the scheduled member cannot be



contacted, approval of a Board member is required before using the scheduled member's time.

### 20.4.3 Non-Reserved Time

Non-Reserved time must be scheduled on the BEFA selected scheduling system and may be used subject to the limitations of Section 20.2. Addition of non-reserved time to a reservation which results in a total of more than 6 consecutive hours is classified as an Extended Cross-country.

## 20.5 Reservation Cancellation

### 20.5.1 Reservations of 6 Consecutive Hours or Less

Cancellations must be made on the BEFA selected scheduling system.

### 20.5.2 Reservations of More than 6 Consecutive Hours

Extended Cross-country Reservations may be altered or canceled subject to the following provisions:

With the exception of last-minute cancellations resulting from weather for which the pilot is not qualified, illness, or emergency, all alterations of reservations must be made on the BEFA selected scheduling system and communicated to the office staff, or a member of the board, in advance by the greater of 10 days, or the length of the reservation.

The purpose of this rule is to ensure ample opportunity for other members to take advantage of the time freed-up.

- a) Members who fail to cancel or alter their reservation as provided above will be *charged* \$1 per minimum hour for each day affected by the alteration of their reservation.
- b) There will be no penalty for transferring from one aircraft to another for the same *period*, or for relinquishing an aircraft for use by another member.

### 20.5.3 Reservation Alteration on Departure Day

Reservations may be altered on the day of departure, without penalty, to provide for a delayed departure for adverse weather conditions if the aircraft is released for scheduling during the hours prior to the altered date and time of departure.

Abuse of reservation cancellation privileges may subject the member to grievance by membership or the board with potential loss of reservation privileges.

## 21 CERTIFIED INSTRUCTOR ELIGIBILITY & MINIMUM REQUIREMENTS

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### 21.1 Definitions

- FARs** All BEFA Instructors must meet the requirements of all applicable FARs.
- Checkride** Initial instructor checkrides will be given by the BEFA Safety Officer or his/her designee.
- Approvals** All instructors must be recommended by the Safety Officer and approved by the BEFA Board for all status levels.

#### Authorized Instruction and Checkride Conduct

All instructors must be authorized to instruct and/or conduct BEFA Checkrides in accordance with the matrix below. Basic Check Pilots are authorized to conduct VFR Initial Checkrides in BEFA Basic Aircraft. Other instruction and Checkrides must be conducted



by BEFA CFIs authorized for those aircraft that do not meet the requirements of Basic Aircraft.

**Tax Number** All instructors must have a Washington State business tax number and it shall be on file with BEFA. All instructors who provide instruction originating at the Renton Airport must have a City of Renton business license before providing instruction, and it must be posted at the BEFA office in Renton.

### 21.2 Certified Flight Instructor (CFI) and Ground Instructors

An instructor must be BEFA Board approved for each type of instruction given as noted on the BEFA CFI list.

- a) A limit to the number of instructors will be approved by the BEFA Board, based on analysis and recommendation of the Operations and Safety Officers.
- b) No additional CFIs will be added to the BEFA CFI list if the existing number of instructors is more than the approved limit.
- c) A reduction in the number of instructors, for purpose of this rule, shall be by attrition only. Instructors may still be removed for cause (e.g., violation of Section 21.3).

### 21.3 Instructor Recency of Experience

- a) Approved BEFA Instructors must meet the following requirements to maintain a position as an instructor:
  - i. A Pilot Time Report must be submitted for the previous calendar year to the Safety Officer by the end of January each year.
  - ii. Attend at least two BEFA Instructor Meetings each year.
  - iii. 100 hours per year PIC and 50 hours per year as a BEFA CFI or complete a checkride by the Safety Officer or his/her designee (not applicable for Ground Instructors).
- b) An instructor must be BEFA current in each aircraft model in which instruction is to be given.

### 21.4 Additional Instructor Requirements

The following table summarizes additional requirements specific to pilot skills and equipment used. Specific exceptions may be authorized by the Board.

Note: The Beech Sierra C24R is a complex aircraft and therefore is in the BEFA Complex category.

Instructor Requirements Specific to Pilot Skills and Equipment Used				
Title	Rating	Prerequisites	Flight Time	Approval
Ground Instructor				Safety Officer
Airplane Instructor	CFI	6 months as an active BEFA member	50 hours of BEFA flight time	Checkride and recommendation
Basic Check Pilot	CFI	1 year as an active BEFA Instructor 3 BEFA certificate graduations	500 hours total 50 hours night 100 hours instruction given	Checkride and recommendation
Instrument Instructor	CFII	6 months as an active BEFA member 2 BEFA certificate graduations	50 hours of BEFA flight time 75 hours IFR time 25 hours IMC time	Checkride and recommendation
Instrument Check Pilot	CFII	BEFA Basic Check Pilot 3 BEFA Instrument graduations	100 hours BEFA Instrument Instructor	Checkride and recommendation

Instructor Requirements Specific to Pilot Skills and Equipment Used				
Title	Rating	Prerequisites	Flight Time	Approval
Hi-Performance	CFI	6 months as an active BEFA Instructor 2 BEFA certificate graduations	25 hours hi-performance PIC 7 hours make and model 32 landings 500 hours total time	Checkride and recommendation
Hi-Performance Check Pilot	CFI	BEFA Basic Check Pilot for 1 year 2 BEFA graduations as Basic Check Pilot	500 hours total 50 hours hi-performance PIC 200 hours instruction given	Checkride and recommendation
Complex Instructor	CFI	6 months as an active BEFA Instructor 2 BEFA certificate graduations	25 hours retractable gear PIC 7 hours make and model 32 landings 500 hours total time	Check ride and recommendation
Complex Check Pilot	CFI	BEFA Basic Check Pilot for 1 year 2 BEFA graduations as Basic Check Pilot	500 hours total 200 hours instruction given 50 hours retractable gear PIC	Checkride and recommendation
Tailwheel Instructor	CFI	BEFA Tailwheel training curriculum in the back seat 2 BEFA certificate graduations	10 hours front seat Tailwheel PIC 10 hours back seat PIC.	Checkride and recommendation
Tailwheel Check Pilot	CFI	2 BEFA Tailwheel graduates BEFA Basic Check Pilot BEFA Tailwheel Instructor	30 hours as BEFA Tailwheel Instructor	Checkride and recommendation
Aerobatic Instructor	CFI	BEFA aerobatic curriculum in the back seat 2 BEFA certificate graduations	25 hours Aerobatic PIC. 5 hours Aerobatic in make/model.	Checkride and recommendation
Aerobatic Check Pilot	CFI	2 BEFA Aerobatic graduates Basic Check Pilot Aerobatic Instructor	30 hours as BEFA Aerobatic Instructor	Checkride and recommendation
Cirrus Instructor	CFII	6 months as an active BEFA Instructor 2 BEFA certificate graduations	25 hours Cirrus time or equivalent	Checkride and recommendation
Cirrus Check Pilot	CFII	Basic Check Pilot 2 BEFA Cirrus graduations BEFA Cirrus Instructor	50 hours in Cirrus (no time equivalency credited)	Cirrus check pilot recommendation
C-T210 Instructor	CFII	BEFA Hi-Perf/Complex Check Pilot BEFA Instrument Check Pilot	25 hours T210 time or equivalent	Checkride and recommendation
C-T210 Check Pilot	CFII	BEFA T210 Instructor	50 hours in T210 (no time equivalency credited)	Checkride and recommendation
Floatplane Instructor	CFI & SES	BEFA SES curriculum	10 hours in make & model and one of the following: - 100 Hrs SES & 100 Hrs instr. given - 200 Hrs SES	Checkride and recommendation
Floatplane Check Pilot Prerequisites and Time are an "OR" condition	CFI & SES	Basic Check Pilot BEFA Floatplane Instructor 5 BEFA SES certificate recommendations	200 hours SES total time 15 hours in each make and model	Checkride and recommendation
Light Sport Instructor	CFI	BEFA Light Sport curriculum 2 BEFA certificate graduations	10 hours Light Sport	Checkride and recommendation
Light Sport Check Pilot	CFI	BEFA Light Sport Instructor BEFA Basic Check Pilot 3 signoffs for Light Sport		Checkride and recommendation
Phase Check Pilot	CFI	1 year as BEFA Basic Check Pilot 5 BEFA certificate graduations as Basic Check Pilot	600 hours total time 300 hours flight instruction Note: BEFA need as determined by Safety Steering	Checkride and recommendation by a Phase Check Pilot
Pinch Hitter		Attend or teach pinch hitter ground school		
Flight Training Device		Receive simulator operation instruction from simulator instructor		

## 22 REVISION CHANGE SUMMARY

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Changes from ROP Revision I to Revision J are summarized below.

### **Accidents and Incidents**

A member's liability in case of an accident or incident was previously limited to the cost of the repair or "\$1000 (the insurance deductible)". In fact, the insurance deductible amount depends on the airplane. Reference to the insurance deductible is eliminated.

BEFA's insurance does not cover us if an accident aircraft is found to have been used for an unlawful purpose or if bodily injury or property damage was expected or intended from the standpoint of the member. Section 19.8 now stipulates that, in such a case, the member's liability is for the full amount of BEFA's loss.

### **RV-12 Accommodation**

Two definitions are introduced: "basic aircraft", which covers the C150 and C172s (except the high-performance 172XP); and "light sport aircraft" which covers the RV12s.

Class I and Class II members are now allowed to fly both "basic" and "light sport" aircraft. This allows the usual training progression from Class I to Class II in the RV12. A side effect is that it moves tailwheel aircraft from Class II to Class III.

Requirements for RV-12 currency, initial checkrides, and recurrent checkrides are introduced, in line with what is required for basic aircraft.

Accident statistics indicate that wind poses an increased risk for light sport aircraft. Light sport maximum wind speeds are specified:

- 22 knots in any direction for all ground operations (taxi, takeoff, and landing)
- Gust factor of 9 knots in any direction for takeoff and landing
- Crosswind component of 8 knots for takeoff and landing

We can revisit these limits once we have more experience with the aircraft.

New requirements for Light Sport Instructor and Light Sport Check Pilot are introduced.

### **Initial Checkrides**

The requirements for initial checkrides are refined and reorganized for clarity, without change to the intent except for introducing the RV12. Requirements that were spread between 19.2.3 and 19.3.1 are consolidated into 19.2.3.

### **Recurrent Checkrides**

Requirements for RV12 recurrent checkrides are added.

No change to recurrent checkrides for basic aircraft (a BEFA Instructor is required) and tailwheel, aerobatic, Cirrus, Beech, T210, or float (a BEFA Check Pilot is required). High-Performance and Complex recurrent checkrides now require a BEFA Check Pilot of the appropriate type.

Limited use of simulators for checkrides is changed to specify “AATD” rather than “Redbird”.

### **Instructor Qualifications**

Qualifications for RV12 Instructors and Check Pilots are introduced. The required number of BEFA certificate graduations for a Check Pilot is reduced from 5 to 3. For “type” Instructors (Instrument, Tailwheel, Cirrus, etc.), the requirement for 2 BEFA certificate graduations is now applied consistently.