

5) if the contract provides for foreign duty of the airman: the duration of the stay outside metropolitan France and North Africa not to exceed three consecutive years except by agreement between the two parties;

the payment for such stay;

the leave accorded at the end of the stay and the conditions of repatriation. In the case of severance, the persons concerned shall have the right, except for demand on their part, to be repatriated before the expiration of the notice period and at the expense of the employer.

6) The notice period to be observed in the case of termination of the contract by either party which must be at least three months except in the case of gross negligence. During the notice period, the monthly air work demanded of the airmen must remain equal to that demanded during the same period of the members of the flight personnel of the organization in question.

For the personnel of category D, the notice period shall be equal to at least one and one half month, except in the case of gross negligence.

The employer may, however, refrain from using the airman during the notice period, in which case he must pay him, immediately and in one payment, an amount calculated for the minimum notice period on the basis of the total median monthly salary during the last year of regular employment.

Except where a public service has to be assured, the airmen and the other flight personnel cannot be forced to perform air work in areas of civil or military hostilities except on a voluntary basis. A special contract shall then fix the special working conditions and shall expressly cover, apart from the normal risks, the special risks due to the conditions of employment.

The provisions of the present article shall be applicable only to the relations between an employer and a salaried employee. They shall not oppose the exercise of the right of requisitioning by the public authorities as provided for by the laws in force.

*Article 163.* A work contract of predetermined duration whose term ends during the course of a mission shall be deemed extended until the accomplishment of the mission.

A work contract of undetermined duration, terminated during the course of a mission, shall end at the expiration of the notice period which shall begin to run on the day the mission is accomplished.

Any member of the flight personnel grounded for any reason whatsoever during a mission shall be repatriated to the place of hiring at the expense of the operator.

*Article 164.* Interruption of a mission decided upon by the aircraft commander for safety reasons shall not constitute a breach of the work contract. The aircraft commander shall render an account to the operator of the circumstances which led him to decide on interrupting the mission.

All expenses resulting from such interruption shall be borne by the operator including those specified in the preceding article.

*Article 165.* In the case of internment, arrest or captivity of a member of the crew while in service, and which is not obviously the result of an ordinary crime, the work contract shall be deemed extended until the end of such internment, arrest or captivity.