

TURKEY

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>Written notice to employee and notification, within 10 days, to SGK(Social Security Institution). The notice of termination shall be given by the employer in written form involving the reason for termination, which must be specified in clear and precise terms. The employment of an employee engaged under a contract with an open-ended term shall not be terminated for reasons related to the worker's conduct or performance before he is provided an opportunity to defend himself against the allegations made. (Art. 19, Law 4857, 2003).</p> <p>As of a certain number of dismissals (see Item 18): see item 19.</p>
2: Delay involved before notice can start	<p>Letter sent by mail or handed directly to employee.</p> <p>The employer must, however, allow an employee under a contract with an indefinite duration to defend himself against the allegations made against him or her in the event of dismissal for reasons related to the worker's conduct or performance (Art. 19, Law 4857, 2003)</p> <p>Calculation (for EPL indicators): 1 days for notification + 2.5 days for consultation of the employee in the case of dismissal for personal reasons.</p> <p>As of a certain number of dismissals (see Item 18): 30 days (see item 20)</p>
3: Length of notice period at different tenure durations (a)	<p>All workers: 0<1m, 2w<6m, 4w<18m, 6w<3y, 8w>3y (can be extended by collective agreements).</p> <p>Calculation (for EPL indicators): 9 months tenure: 4 weeks, 4 years tenure: 8 weeks, 20 years tenure: 8 weeks.</p>
4: Severance pay at different tenure durations (a)	<p>All workers: After one year's employment, one month for each year of service (can be extended by collective agreements).</p> <p>Calculation (for EPL indicators): 9 months tenure: 0, 4 years tenure: 4 months, 20 years tenure: 20 months.</p>
5: Definition of unfair dismissal (b)	<p>Fair: Whenever "labour contracts are not terminated through misuse of the right to termination" (Art. 17, Law 4857, 2003). In firms with at least 30 employees and for an employee with at least 6 months of job tenure, the employer "has to ground the termination on a valid reason arising out of the qualifications or behaviour of the worker or the requirements of the enterprise, business or work" (art. 18, Law 4857, 2003).</p> <p>Unfair: Unfair dismissal occurs when the given reason for dismissal is incorrect or not suitable.</p> <p>As of a certain number of dismissals (see Item 18): If the employer wishes to recruit again for the same quality of work within 6 months of the finalization of collective dismissal, the employer is obliged to selectively re-hire the dismissed workers.</p>
6: Length of trial period (c)	<p>All workers: Maximum 2 months, can be extended by collective agreements to 4 months (art. 15, Law 4857, 2003).</p> <p>Calculation (for EPL indicators): average of the two cases.</p>
7: Compensation following unfair dismissal (d)	<p>If the worker is not reinstated, right to compensation of 4 months minimum and 8 month maximum (Art. 21 1st paragraph, Law 4857, 2003). If there is a discrimination about dismissal (sex, race, language, religion, political thought etc.) compensation of up to 4 month is added. In case discrimination occurs because of union activity, compensation of up to 1 year is being added on.</p> <p>Art. 21 (3rd paragraph) of Law 4857, 2003 states that "the worker is paid the wages and other benefits that have accrued during maximum four months for the period that he/she has not been employed until the finalisation of the award."</p> <p>Firms with less than 30 employees (representing about 52% of employment (source 2006 Turkish LFS)) are exempted from these provisions but still have to pay compensation if "labour contracts are terminated through misuse of the right of termination" (Art. 17, Law 4857, 2003).</p> <p>Typical compensation at 20 years tenure: 6 months plus 4 months backpay in firms with at least 30 employees. 6 months in firms with less than 30 employees.</p>

8: Reinstatement option for the employee following unfair dismissal (b)	<p>In the case the employer does not assert a valid reason or the court or special arbitrator decides that the asserted reason is not valid and the termination is decided to be ineffective, the employer is obliged to reinstate the worker within one month. If upon application of the employee (Article 21 of Law No.4857), the employer does not reinstate the worker, the employer becomes liable to pay an indemnity equal to minimum four and maximum eight months' wage to the worker (see Item 7).</p> <p>Employees with less than six months of job tenure or in firms with less than 30 employees have no right to reinstatement</p>
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	<p>One month since notification. Notification period starts when the notification arrived to worker.</p>
10: Valid cases for use of standard fixed term contracts	<p>Restricted to "objective situations", particularly seasonal and agricultural work.</p>
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	<p>Estimated 1.5 Fixed-term contracts cannot be successively renewed without serious reason, otherwise the renewal will alter the fixed-term contract into a contract of indefinite time. In case of valuable reasons for renewal, no limit specified.</p>
12: Maximum cumulated duration of successive standard FTCs	<p>No limit specified.</p>
13: Types of work for which temporary work agency (TWA) employment is legal	<p>A temporary labour relation may be established in the following cases: a) In cases stipulated in the fifth paragraph of Article 13 and Article 74 of this Law, during the military service of the worker and in other cases where the labour contract remains suspended, b) In seasonal agricultural works, c) In domestic services, d) In works which are not considered as the daily business of an enterprise and which the enterprise has the workers carry out intermittently, e) In urgent works due to occupational health and safety or in case of the emergence of compelling reasons significantly affecting the production, f) In cases where the average capacity of the goods and services production of the enterprise increases in a manner that will require the establishment of a temporary labour relation and at an unforeseen scale, g) In case of increase in periodic job opportunities except for seasonal works (Labour Law No.4857 Article 7 Turkish Employment Agency Law No.4904 Articles 17,18,19,20).</p>
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	<p>A temporary worker procurement contract may be signed as far as the cases listed in the subparagraph (a); without any time limit in cases stipulated in the subparagraphs (b) and (c) (see Item 13), and for maximum four months in cases stated in the other subparagraphs. This contract may be renewed twice at most provided that it will not exceed eight months in total, except for the subparagraph (g) of the second paragraph. The employer who employs temporary workers shall not employ temporary workers again for the same work, unless there is a period of six months in between (Labour Law No.4857 Article 7 Turkish Employment Agency Law No.4904 Articles 17,18,19,20)..</p>
15: Maximum cumulated duration of TWA assignments (f)	<p>4 months in some cases and maximum 8 months (Labour Law No.4857 Article 7 Turkish Employment Agency Law No.4904 Articles 17,18,19,20).</p>
16: Does the set-up of a TWA require authorisation or reporting obligations?	<p>Yes (Labour Law No.4857 Article 7 Turkish Employment Agency Law No.4904 Articles 17,18,19,20).</p>
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	<p>Yes (Labour Law No.4857 Article 7 Turkish Employment Agency Law No.4904 Articles 17,18,19,20).</p>
18: Definition of collective dismissal (b)	<p>Within one month, 10 workers in firms with 20-100 employees, 20 workers in firms with 101-300 employees, 30 workers in firms with 300+ employees. Firms with less than 20 employees are exempt from requirements for collective dismissals.</p>
19: Additional notification requirements in cases of collective dismissal (g)	<p>Notification of employee representatives: Duty to notify to the business trade union representative (Art. 29, first paragraph, Law 4857, 2003). Notification of public authorities: Duty to notify regional employment office of number and categories of employees to be dismissed, reasons and periods planned for dismissals. After the notification procedure, consultation of the relevant trade union body on alternatives to redundancy and way to mitigate the effects.</p>

20: Additional delays involved in cases of collective dismissal (h)	1 month waiting period starting from the notification to public authorities. Calculation (for EPL indicators): 30 days.
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: After the notification procedure, consultation of the relevant trade union body on alternatives to redundancy and way to mitigate the effects. Selection criteria: Usually employer prerogative. Severance pay: No special regulations for collective dismissal.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	Resignation and termination by mutual consent do not grant unemployment benefits (Unemployment Insurance Law No. 4447).

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for Versions 1 to 3 of the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.