

ENDING EMPLOYMENT

“The information below is valid for everyone including Turkish citizens, foreigners, refugees, temporary protection holders, international protection holders, conditional and subsidiary refugee status holders”.

You have the right to end your employment relationship whether you are **employer or employee**.

You have two options if intended to end your work relation:



- Rightful Termination of the Employment Contract. This includes your workplace situations stated in the labor code.
- Annulment rights and conditions. This has to include specified notice periods as determined in the labor code.

»For Employee



Employee's right to end the contract.

If you are an employee and desire to break your work relationship before it ends, you can directly end your employment without having to work the specified notice period in the following situations:

I. For reasons of health



- a. If the performance of the work stipulated in the contract endangers the employee's health or life for a reason which it was impossible to foresee at the time the contract was concluded;
- b. If the employer, his representative or another employee who is constantly near the employee and with whom he is in direct contact is suffering from an infecting disease or from a disease incompatible with the performance of his duties.

II. For immoral, dishonorable or malicious conduct or other similar behaviors

If, when the contract was concluded, the employer misled the employee by stating the conditions of work incorrectly or by giving him false information or by making false statements concerning any essential point of the contract:

- a. If the employer is guilty of any speech or action constituting an offense against the honor or reputation of the employee or a member of the employee's family, or if he harasses the employee sexually;
- b. If the employer assaults or threatens the employee or a member of his family to commit an illegal act, or commits an offense against the employee or a member of his family which is punishable with imprisonment, or levels serious and groundless accusations against the employee in matters affecting his honor;
- c. If the employee was sexually harassed by another employee or by third persons in the establishment and adequate measures were not taken although the employer was informed of such conduct;
- d. If the employer fails to pay wages in conformity with the Labour Act and the terms of the contract;

e. If the wages have been fixed at a piece or task rate and the employer assigns the employee fewer pieces or a smaller task than what was stipulated and fails to make good this deficit by assigning him extra work on another day, or if he fails to implement the conditions of employment.

III. Force majeure



Force major necessitating the suspension of work for more than one week in the establishment where the employee is working.

Reasonable notice periods:

If you have other reason than the ones listed above, but you still want to end your work relation, you can end it by informing the employer within the reasonable notice periods. Before terminating a continual employment contract made for an indefinite period, a notice to the other party must be served by the terminating party. The contract shall then terminate:

- a. in the case of an employee whose employment has lasted **less than six months**, at the **end of the second week** following the serving of notice to the other party;
- b. in the case of an employee whose employment has lasted for **six months or more** but **for less than one-and-a-half years**, at the **end of the fourth week** following the serving of notice to the other party;
- c. in the case of an employee whose employment has lasted for **one-and-a-half years or more** but **for less than three years**, at the **end of the sixth week** following the serving of notice to the other party;
- d. in the case of an employee whose employment has lasted for **more than three years**, at the end of **the eighth week** following the serving of notice to the other party.

These are minimum periods and may be increased by contracts between the parties.

The party who does not abide by the rule to serve notice shall pay compensation covering the wages which correspond to the term of notice.

The procedure of appeal against termination:



If you believe that your employer broke the contract without a valid reason and informed you that you are not entitled to work again, you have the right to submit an appeal against that termination. You can apply to the labor court within one month after receiving the notice of termination. This case is called “reemployment lawsuit” and you have the right to follow your case and receive the support of a lawyer from legal aid service of the Bar Association.

If the court or the judge concludes that the termination is unjustified because no valid reason has been given or the alleged reason is invalid, the employer must re-employ the employee within one month. If upon the request of the employee, the employer does not re-employ her/him, the employer has to pay compensation no less than the employee’s four months wage and not more than eight months wage.

»For Employer

Employer’s right to break the contract.



If you are an employer and desire to terminate the contract of an employee, hired for an indefinite period, who is employed in an establishment with thirty or more workers and who meets a minimum seniority of six months, you must have on a valid reason for such termination connected with the capacity or conduct of the employee or based on the operational requirements of the establishment or service.

The following, inter alia, shall not constitute a valid reason for termination:

- a. Union membership or participation in union activities outside working hours or, with the consent of the employer, within working hours;
- b. Acting or having acted in the capacity of, or seeking office as, a union representative;
- c. The filing a complaint or participation in proceedings against an employer involving alleged violations of laws or regulations or recourse to competent administrative or judicial authorities;
- d. **Race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin;**
- e. Absence from work during maternity leave when female workers must not be engaged in work;
- f. Temporary absence from work during the recovery period due to illness or accident.

The employer may break the contract, whether for a definite or indefinite period, before its end or without having to comply with the prescribed notice periods, in the following cases:

I. For reasons of health



- a. If the employee has contracted a disease or suffered an injury owing to his own deliberate act, loose living or drunkenness, and as a result is absent for three successive days or for more than five working days in any month.
- b. If the Health Committee has determined that the illness is incurable and incompatible with the performance of the employee's duties. In cases of illness or accident which are not attributable to the employee's fault and which are due to reasons outside those set forth above and in cases of pregnancy or giving birth, the employer is entitled to terminate the contract if recovery from the illness or injury continues for more than six weeks beyond the notice periods. In cases of pregnancy or giving birth, the period mentioned above shall begin at the end of the 16 week period which is legally right to leave in case of pregnancy. No wages are to be paid for the period during which the employee fails to report to work due to the suspension of his (her) contract.

II. For immoral, dishonorable or malicious conduct or other similar behavior

If, when the contract was signed, the employee misled the employer by falsely claiming to possess qualifications or to satisfy requirements which constitute an essential feature of the contract, or by giving false information or making false statements;

- a. If the employee is guilty of any speech or action constituting an offense against the honor or dignity of the employer or a member of his family, or levels groundless accusations against the employer in matters affecting the latter's honor or dignity;
- b. If the employee sexually harasses another employee of the employer;
- c. If the employee assaults or threatens the employer, a member of his family or a fellow employee,

- d. If the employee commits a dishonest act against the employer, such as a breach of trust, theft or disclosure of the employer's trade secrets;
- e. If the employee commits an offense on the premises which is punishable with seven days' or more imprisonment without probation;
- f. If without the employer's permission or a good reason, the employee is absent from work for two consecutive days, or twice in one month on a working day following a rest day or on three working days in any month;
- g. If the employee refuses, after being warned, to perform his duties;
- h. If either willfully or through gross negligence the employee imperils safety or damages machinery, equipment or other articles or materials in his care, whether these are the employer's property or not, and the damage cannot be offset by his thirty days' pay.

III. Force major:



Force major preventing the employee from performing his duties for more than one week.

Notice of Termination

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.

Reasonable Notice Periods



Before terminating a continual employment contract made for an indefinite period, a notice to the other party must be served by the terminating party. The contract shall then terminate:

- a. in the case of an employee whose employment has lasted **less than six months**, at the **end of the second week** following the serving of notice to the other party;
- b. in the case of an employee whose employment has lasted for **six months or more but for less than one-and-a-half years**, at the **end of the fourth week** following the serving of notice to the other party;
- c. in the case of an employee whose employment has lasted **for one-and-a-half years or more but for less than three years**, at the **end of the sixth week** following the serving of notice to the other party;
- d. in the case of an employee whose employment has lasted **for more than three years**, at the **end of the eighth week** following the serving of notice to the other party.

These are minimum periods and may be increased by contracts between the parties.

The party who does not abide by the rule to serve notice shall pay compensation covering the wages which correspond to the term of notice.

Additional notes for the employer:

The employer may terminate the employment contract by paying in advance the wages corresponding to the term of notice.

If the contract has been ended by the abusive exercise of the right to terminate, the employee shall be paid compensation amounting to three times the wages for the term of notice. If the rule to give notice has not been observed either, the employee must be paid an additional compensation (notice pay).