



**ENTERPRISE**

**COLLECTIVE LABOR AGREEMENT**

**BETWEEN**

**39<sup>TH</sup> AIR BASE WING COMMAND**

**AND**

**TURK HARB-IS UNION**

**(28th TERM)**

**(Article No's 2, 7, 15, 17, 20, 22, 23, 24, 25, 26, 27, 28, 29, 31, 33, 35, 36, 39, Temporary Article-1, Temporary Article-3 and Attachment-1 & Attachment-2 have been cited IAW High Arbitration Board Decision Number E.2022/436, K.2022/538, dated 24 November 2022)**

**1 April 2022 - 31 March 2024**

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**ENTERPRISE**  
**COLLECTIVE LABOR AGREEMENT**

**SECTION ONE**

**GENERAL PROVISIONS**

**ARTICLE 1 - PARTIES**

This Collective Labor Agreement is concluded at ENTERPRISE level between 39<sup>th</sup> Air Base Wing Command, which can be contacted through "39<sup>th</sup> Air Base Wing Civilian Personnel Office, 10th Tanker Base Command, Building: 833, 01340 Sarıçam-Adana" and hereinafter referred to as the "EMPLOYER", and the War Industry Defense and Security Workers Union of Turkey (Türk HARB-IS) whose Head Office is located at "İnkılap Sokak #20, Kızılay, Ankara" and hereinafter referred to as the "UNION". As the employer does not have a separate legal personality, the lawsuits to be filed at judicial bodies against the Employer should be filed against the United States of America and service should be accomplished IAW the provisions of the Hague Convention.

**ARTICLE 2 - SCOPE OF AGREEMENT**

**(HAB Decision Number E.2022/436, K.2022/538 dated 24 November 2022)**

A. Worksites of the Employer in Turkey are those established in line 19 of the Attachment-1 stipulated in Article 4 of Law #6356. This Collective Labor Agreement covers union member employees at the mentioned worksites who are included in the Article 17 of Law #6356.

B. Employees who are employed at the worksites mentioned in Paragraph A above and not members of the union party may benefit from provisions of this Collective Labor Agreement on wages, bonuses, premiums and social benefits related to money by paying solidarity dues or with Union's written consent.

C. At the worksites covered by this Collective Labor Agreement, employees occupying the positions of:

Labor Relations Specialist		
Legal Advisor (Ankara, Adana, Izmir)	.....	3 persons
Legal Advisor (ODC-Turkey, Ankara)	.....	1 person
Supervisory Personnel Management Specialist (Adana)	.....	1 person
Personnel Management Specialist (Adana)	.....	2 persons
Special Advisor to the Chief, ODC-Turkey (Ankara)	.....	1 person
Community Relations Advisor (Adana, Izmir, Eskişehir, Istanbul)	.....	4 persons

are excluded from the scope of this Collective Labor Agreement. No conditions as to become or not to become union member, nor implications as such will be put forth by the parties to the

employees occupying out-of-scope positions. Out-of-scope employees cannot be granted remuneration less than the benefits, or the total amount of the same, that are granted to union member employees by this Collective Labor Agreement.

### **ARTICLE 3 - AIM**

The aim of the parties in concluding this Collective Labor Agreement is stated as follows:

- a. To regulate various aspects related to conclusion, contents and expiration of the employment agreement,
- b. To determine respective rights and obligations of the parties including all aspects of employee-employer relations, and ways to exercise the same,
- c. To establish methods for resolution of disputes that may arise from this Collective Labor Agreement,
- d. To provide work harmony and labor peace between the Employer and/or his representatives, the Union, its Branch and/or employees.

### **ARTICLE 4 - RESPONSIBILITY**

A. The Union and its branches accept and guarantee to carry out duties for realization of aims stated in Article 3 in best faith and possible manner, pursuant to provisions of Law and this Collective Labor Agreement and in consonance with the spirit expressed in Article 3, to make efforts on their part to increase productivity and efficiency of the activities at worksites, and to insure employee compliance with provisions of laws and this Collective Labor Agreement.

B. The Employer accepts and guarantees to carry out duties for realization of aims stated in Article 3 in best faith and possible manner, and to take all actions pursuant to provisions of Law and this Collective Labor Agreement and in consonance with the spirit expressed in Article 3.

C. In addition to their respective responsibilities mentioned in Paragraphs A and B above, the parties agree that the work at worksites continues without disruption and labor peace is protected. The parties accept and guarantee to resolve the disputes arising from the implementation of this Collective Labor Agreement and Law or between the Employer and employees through the procedures set forth in this Collective Labor Agreement and Law, and not to abuse their respective rights recognized by Law and this Collective Labor Agreement.

D. Upon receipt of written union request for permanent base and vehicle passes for the union officials of the National Head Quarters and the branches where the worksites are registered to allow them access to local worksites, the Employer agrees to forward these requests to appropriate Turkish Armed Forces representatives at Ankara and Incirlik Air Base.

## SECTION TWO

### RIGHTS AND OBLIGATIONS OF THE PARTIES

#### **ARTICLE 5 - RIGHT TO MANAGE**

Recruitment, management and direction of work, employees and worksites, ensuring discipline, and regulation of work conditions are the exclusive functions of the Employer, except where otherwise is prescribed by this Collective Labor Agreement. While exercising this right, the Employer may issue instructions and directives on condition that these are not in violation of this Collective Labor Agreement and laws. Those written management instructions and directives concerning all employees of a worksite will be shared with the Union for informational purposes.

#### **ARTICLE 6 - UNION SHOP STEWARDS, DUTIES AND UNION LEAVES**

A. Qualifications: It is essential that employees to be appointed as union shop stewards meet legal requirements have completed probationary period and work at the worksite.

B. Primary members of the Managing, Auditing, Disciplinary and Consultative Boards of the Union and/or the Branch, and union shop stewards working at the worksites cannot be unjustly treated, penalized, or terminated solely for their union duties. Employees assuming the above duties cannot be transferred to jobs unrelated to their profession nor assigned to another worksite for more than one month without their consent. Other protection of such employees and legal rights regarding termination of their employment agreements are reserved. Amateur branch officials (i.e., members of the Managing Board of the Branch) cannot be employed on night shift without their consent.

C. Functions and Authorities. Union shop stewards and the chief shop stewards are tasked to:

- a. Receive employees' requests and resolve their grievances,
- b. Promote and maintain cooperation, work harmony and labor peace between employee and the Employer,
- c. Protect rights and interests of employees (and inform the Branch management in writing, after having spent efforts thereon),
- d. Assist in the enforcement of working conditions prescribed in this Agreement, Labor Law #4857 and related decrees and regulations.
- e. Upon request from the employee about whom an investigation is being conducted; with the condition of not blocking the process, or cause a delay for more than three hours, the worksite shop steward may be present as an observer during when the defense statement is

obtained from the employee. The signature of the shop steward is obtained for the purpose of documenting his/her presence.

D. Appointment and Number of Representatives. Union shop stewards and the chief shop stewards are appointed by the Managing Board of the Branch. The Managing Board of the Branch has the right to appoint:

- 1 shop steward for worksites employing 1-50 employees
- 2 shop stewards for worksites employing 51 - 100 employees
- 3 shop stewards for worksites employing 101 - 500 employees
- 4 shop stewards for worksites employing 501 - 1000 employees
- 6 shop stewards for worksites employing 1001 - 2000 employees

At worksites with more than 50 employees and more than one shop steward, one of these shop stewards is appointed as the chief shop steward.

E. Shop Steward Room

a. At worksites where the number of employees is more than 100 the Employer provides a room for the union chief shop steward, preferably at a place where employees densely work and to be kept open during midday breaks.

b. At worksites where the number of employees is less than 100 the union chief shop steward or the union shop steward keeps a locked cabinet at the place to be designated by the Employer.

c. The Union will provide the cabinet and the furniture for the room.

F. Union Leaves

a. Chief Shop Steward Leave. The chief shop steward is granted leave with pay to involve activities as required by his union duties, as prescribed below:

<u>Number of Employees at Worksite</u>	<u>Weekly Leave Period</u>
At worksites employing 1 - 200 employees	4 hours
At worksites employing over 201 employees	8 hours

The chief shop steward is employed on day shift. It is essential for the chief shop steward to spend the leave at the worksite. However, upon written request to the Employer by the Union Head Office or the Branch, the chief shop steward may spend this leave period at the place of request.

Amateur members of the Managing Board of the Union Branch are granted four hours of leave with pay per week to involve in activities as required by their union duties. In the event an amateur branch official is also appointed as the shop steward or the chief shop steward, he may only use the maximum leave entitlement of either position specified in this Article.

b. Shop Steward Leaves. Union shop stewards are required not to neglect their essential duties while performing union duties. However, each of the union shop stewards is granted four hours leave with pay per week to hold meeting amongst.

c. Training leaves. Upon written request and submittal by the Union of pertinent document to the Employer two days in advance, union shop stewards and those employees assigned by the Union are granted leave with pay to attend congress, conference, seminar, and meetings of the Managing, Auditing and Disciplinary Boards, the General and Representative Assemblies, cultural and social activities, for every calendar year as prescribed below:

<u>Number of Employees at Worksite</u>	<u>Days of Leave with Pay per Annum</u>
At worksites employing 1-25 employees	10
At worksites employing 26-50 employees	20
At worksites employing 51-100 employees	30
At worksites employing 101-200 employees	40
At worksites employing 201-500 employees	60
At worksites employing 501-1000 employees	80
At worksites employing over 1001 employees	10% of the number of employees.

Training leaves may be used in half-day increments; training leave up to four hours will be charged as a half day and over four hours will be charged as a full day.

These leaves are not separate for each member but are for all. Use of training leave by over 5% of the workforce at one time is subject to the approval of the Employer. However, the 5% ratio is not sought for the General Assembly, unless precluded by a mission emergency as determined by the Employer.

d. The Union or the Branch will notify, in writing and two workdays in advance, for chief shop steward, shop steward, amateur branch official and training leaves mentioned in subparagraphs a, b and c above. However, daily activities of the chief shop steward, shop stewards or amateur branch officials that they have to perform without neglecting their essential duties are exclusive of this requirement.

## **ARTICLE 7 - UNION MEMBERSHIP; PROTECTION OF WAGES AND WORKING CONDITIONS**

**(HAB Decision Number E.2022/436, K.2022/538 dated 24 November 2022)**

A. Provisions of law are applied regarding guarantees of union members.

B. Wages of employees at the worksites covered by this Collective Labor Agreement cannot be decreased.

C. The Employer cannot transfer an employee without his written consent to a job, which is outside his job classification or the line of occupation that he is hired for or presently occupies, or from a worksite at one province to a worksite at another province. However, employee



consent is not required for transfer to similar jobs and to a worksite that is located within the same base, locality or provincial boundaries.

D. a. Employee consent is not required at temporary reassignments within an employee's line of occupation due to emergencies, seasonal work, periods during which a large number of employees are on paid annual leaves, sick leaves, or in place of employees on temporary duty. In any case, such reassignments cannot exceed 60 days per year for an employee. The Employer or his authorized representative and the Union Branch Chairman or his authorized representatives discuss the reassignment. The result of the meeting is documented in the minutes.

b. If temporary reassignment and on-the-job training are affected for the purpose of promoting an employee to a higher paid position, and if the employee continues to perform duties of the position to which he is temporarily reassigned for either 60 or 90-day probation period of his job classification or more, he will be entitled to the pay for that position at the end of these periods. Employee consent is not required for such promotional reassignments. The Employer or his authorized representative and the Union Branch Chairman or his authorized representative discusses the reassignment. The result of the meeting is documented in the minutes. If temporary reassignment is affected for purposes other than promotion exceeds the 60 (sixty) or 90 (ninety) days which is the probationary period of the employee's job classification, he will be entitled to the pay for that position to which he was assigned as long as he continues to work in that position.

E. Transfers, assignments, and reassignments in this article are notified in writing to the employee.

F. Provisions of law, regulation and agreements are applied when hiring new employees.

#### **ARTICLE 8 - EMPLOYEES ASSIGNED TO UNION BODIES**

A. Employment agreement of those employees who are elected as primary members of the Managing and Auditing Boards of the Union and the Branch cannot be terminated pursuant to Article 17 of Labor Law #4857 for their term in the office, except for cases of transfer or closure of worksites.

B. The Union and the Branch are obliged to notify the Employer, in writing and five workdays at the latest, the name of those assigned to union bodies or any changes made thereto. Any provisions regarding primary members who are elected to these bodies through the General Assembly will become effective on the date they are elected. In the event a primary member ceases to hold office pursuant to union bylaws, any provisions regarding the alternate member will become effective after five workdays following the notification of such a change to the Employer.

## **ARTICLE 9 - CONTACT WITH EMPLOYEES**

A. The Chairman and members of the Managing Boards of the Union and the Branch can meet with employees, collectively and at worksites by giving advance notice to the Employer or his representative and at a place, date and time to be determined by the Employer or his representative, and individually at the worksite without disrupting the work and with the permission of section supervisor.

B. The Chairman and members of the Managing Board of the Union Branch can meet with those employees -- who are required to spend meal breaks (break periods) at their work sections - by advance notification to section supervisor if the number of employees at that work section is less than 20, and with the permission of section supervisor if the number of employees is more than 20. Such meetings will not adversely affect the activities and the work in that work section.

C. The subject matter of such meetings, any written release by the Employer or the Union cannot be of an accusatory or derogatory nature. Parties' officials will not permit such an atmosphere or defamatory statements

## **ARTICLE 10 - BULLETIN BOARDS**

The Employer will permit the Union to keep one bulletin board at the worksite to announce its meetings and administrative affairs. The Union may post its own bulletin board, 50 x 60 cm in size, at a place to be designated by the Employer at the entrance of each worksite operating in an independent building. However, notices to be posted on such bulletin boards will not be slanderous or of a derogatory nature against any person.

## **ARTICLE 11 - DEDUCTION OF UNION DUES**

A. The Employer will deduct monthly union dues from employees' wages pursuant to provisions of Law #6356 and deposit the same to a bank account to be provided by the Union in five workdays following the payday. The Employer cannot claim any expense for this service from the Union and furnishes the Union a list showing the deductions withheld pursuant to this article. In the event such requests for deduction of the aforesaid dues are received by the Employer on or after the 25<sup>th</sup> day of each month, dues will be deducted from employees' wages starting from the first day of the following month.

B. In the event an employee gives written consent, the Employer will deduct dues from his wages for the Cooperatives, solidarity trusts and the sports club established for union member employees pursuant to Law #6356 based on a single deductions list to be provided by the Union or local Union Branch on behalf of these cooperatives, solidarity trusts and the sports club. These deductions will be deposited to the bank account of the legal entity on behalf of which deductions are withheld, to be notified by the Union or local Union Branch, no later than the fifth day of the month after the month for which deductions are withheld. To enable withholding these deductions in a timely manner, the deduction list must be provided to the Finance Office of the Employer no later than the 20<sup>th</sup> day of each month.

Further, in the event an employee takes annual leave and the aforesaid deductions list is provided to the Employer at least one week prior to the beginning of annual leave, the aforesaid deductions will be withheld from his advance annual leave pay.

In the event of termination of employment agreement, all deductions herein will be withheld from outstanding wage payment due the employee.

C. The Employer cannot be held responsible in any way for any erroneous deduction mentioned in Paragraph B of this Article. The Union, on its behalf and on behalf of its members from whose wages deductions are withheld, releases the Employer for any or all liabilities that may arise there from.

### SECTION THREE

#### CONCLUSION OF EMPLOYMENT AGREEMENT

##### **ARTICLE 12 - COLLECTIVE LABOR AGREEMENT AND EMPLOYMENT AGREEMENTS**

Unless otherwise stated in this Collective Labor Agreement, employment agreements cannot conflict with this Collective Labor Agreement. Provisions of this Collective Labor Agreement replace provisions of employment agreements that conflict with this Collective Labor Agreement. Provisions of this Collective Labor Agreement are implemented in situations not regulated in the employment agreement. If this Collective Labor Agreement contains provisions contrary to employment agreements, provisions of the employment agreement favoring the employee become valid. Provisions (which are related to the employment agreement) of this Collective Labor Agreement, which ceases to exist for any reason whatsoever, will remain provisions of the employment agreement until a new Collective Labor Agreement becomes effective. (Article 36 of Law #6356)

##### **ARTICLE 13 - TEMPORARY AND PERMANENT STATUS**

A. Temporary employees will not be employed in any way in permanent positions at the worksites covered by this Collective Labor Agreement. Temporary jobs are those that last for a period of 30 days or less. However, in cases of prolonged sick leaves, maternity leaves, leave without pay, short term military service and the like, the Employer may conclude temporary employment agreement with others to replace such employees. The Employer will inform the Union in writing and in advance of such actions.

B. At the worksites covered by this Collective Labor Agreement, employees (whose employment agreements are terminated pursuant to Article 17 of Labor Law #4857 by the Employer or the contractor due to the Employer's awarding certain works to the subcontractor) are paid a further compensation in a total amount of one-year's wages with the proviso that their other legal rights are reserved.

##### **ARTICLE 14 - PROBATIONARY PERIODS**

A. Probationary periods are:

- a. 60 days for M and FM category employees,
- b. 90 days for CT category employees.

B. Employees who separated from the worksite for resignation or any reason will not be subject to probationary period when rehired under a permanent status within the same job classification and the same worksite within the next six months provided they had completed a probationary period.

## SECTION FOUR

### CONTENTS OF EMPLOYMENT AGREEMENT AND WORKING CONDITIONS

#### **ARTICLE 15 - DAILY AND WEEKLY WORK PERIODS; BREAK PERIODS AND NIGHT WORK**

**(HAB Decision Number E.2022/436, K.2022/538 dated 24 November 2022)**

**A. Scheduled normal daily and weekly tour of duty:**

a. The normal workweek consists of 45 hours completed over six days.

b. Even though the workweek specified in Paragraph A.a above consists of 45 hours completed over six days, employees will actually work eight hours for five days and be considered as worked for the remaining five hours of the tour which they are required to work on the sixth day of the week, and their wages will be paid accordingly. Provisions of Article 16 regarding the first five hours normal work on the sixth day of the week are reserved.

c. If all other requirements of Labor Law #4857 are met, employees working this schedule will be entitled to 7½-hour's wages for the weekly day of rest.

**B. Break Periods.** Employees will be allowed not less than one hour unpaid rest period (lunch break) in the middle of the workday. The rest period may be given in rotation if the nature of work so requires. In rotational breaks, employees' rest period cannot be scheduled for more than one hour earlier or later than the regular rest period. Employees will be completely free during the lunch and rest period. It is however agreed that some employees must spend their rest periods at the place of duty, if deemed necessary and requested by the Employer. If deems appropriate the Employer may change this practice at a section or all of the worksite. Accordingly,

a. Employees who are requested to spend all of the scheduled daily tour of duty and the rest period at the place of duty or at the disposal of the Employer will be paid 1-hour's wages by adding an amount of 180%. For an employee whose hourly rate of pay is 10 TL/hour:  $8 \times 10 + 18 = 98$  TL

b. Employees who stay at the worksite for eight hours and are requested by the Employer to spend their rest periods at the place of duty due to the nature of work, the worksite or shift work, including cases of administrative leave up to two hours taken prior to or after the mid-work rest period, will be paid eight hours wages for that day together with an additional one hour's pay to compensate for the rest period. For an employee whose hourly rate of pay is 10 TL/hour:  $8 \times 10 + 10 = 90$  TL

**C. Night Work**

a. Night work is any regular normal work performed between 2000 and 0600 hours.

b. An employee is paid 20% above his normal rate for each hour of the regular normal work performed during the night period.

c. Night work cannot exceed 7½ hours.

d. Fractional periods of less than ½ hour is considered ½ hour in computing night premium; periods longer than ½ but less than one hour is considered one hour.

D. Shifts

a. In shift works, the Employer may schedule one or more shifts in a 24-hour period.

b. By increasing or decreasing the number of shifts, mid-shift rest periods, shift hours and number of employees on shift work, the Employer will spend effort to establish a shift system in conformance with the above principles, provided not to fall short of the prevalent periods in Labor Law #4857.

c. In shift changes, employees cannot be employed on second shift before two shift periods elapse. Shifts are alternated once a week. However, this period can be extended to 15 days subject to the approval of the Ministry of Family, Labor and Social Services.

d. Shift workers are paid a shift increase of 10% of their hourly wage for the time they work in shifts.

E. Employees - who are required to work permanently or temporarily for at least two work weeks at Commissary cold storage warehouses and spend most of their daily tour of duty therein as required by work - will be paid a premium of 20% of their normal hourly rate of pay only for the time spent in these cold storage warehouses, provided this does not constitute an acquired right, not to be included in their normal rate or other entitlement and shown under a separate column on the payroll. Employees will not be entitled to this premium when on sick leave, administrative leave, annual leave, military leave and leave without pay.

**ARTICLE 16 - OVERTIME; WORK ON WEEKLY DAY OF REST, HOLIDAY AND 6. DAY OF WEEK**

A. Overtime

a. All kinds of work performed upon written notification by the Employer in excess of daily and weekly normal work periods are overtime. If a need arises for overtime and when operationally possible, employees will be so informed on the bulletin boards 24 hours ahead of schedule. The Employer is not required to abide by this condition in emergency cases. Pursuant to this provision, employees are considered to have given advance consent to work overtime at worksites operating 24 hours a day for seven days a week and in emergency cases regardless the type of operations. However, important excuse of an employee will be taken into consideration by the Employer.

b. Overtime will be paid by increasing normal hourly rate of pay by 100%.

B. Work on 6<sup>th</sup> and 7<sup>th</sup> Day of the Week

a. Employees who are called to work on the sixth day of the week will only receive 100% of their normal hourly rate of pay for each hour of work within the regular tour of duty on the sixth day of the week, inasmuch as the wages for regular hours on the sixth day of the week are already paid pursuant to Article 15. For each hour of work over regular hours on the sixth day of the week, payment will be made by increasing normal hourly rate of pay by 80%. However, such work cannot be less than 4 (four) uninterrupted hours.

Example: For an employee whose hourly rate of pay is 10 TL, 10 TL/hour will be paid for work within regular hours and 18 TL/hour for work over regular hours on the sixth day of the week.

b. If overtime in excess of regular weekly work period is performed on the seventh day of the week on which an employee is not required to work, and if he is not given a day of rest for that week, normal hourly rate of pay of the employee - who is entitled to the wage for the weekly day of rest - will be paid with 120% increase for each hour that he performs overtime on the weekly day of rest (3.2 times the normal hourly rate of pay including the weekend wage.)

Example: For an employee whose hourly rate of pay is 10 TL,

10	TL	for one hour of the weekly day of rest
22	TL	for one hour of overtime
+__		(10 TL + 120% = 22 TL)
32	TL	total pay for one hour, inclusive of wages for the weekly day of rest.

For the work performed in excess of 7½ hours on the weekly day of rest, payment will be made as shown in the above example.

C. Work on National and General Holidays

a. Wages of an employee - who is directed to work on national and general holidays - for each hour of work within regular daily tour of duty will be the normal holiday rate plus an additional amount of the normal rate increased by 60%. However, such work cannot be less than 4 (four) uninterrupted hours. Example: For an employee whose hourly rate of pay is 10 TL,

10	TL	for one hour of holiday
16	TL	for one hour of work
+__		(10 TL + 60% = 16 TL)
26	TL	for one-hour's wages for the work performed within regular duty hours on a national and general holiday.

b. An employee - who is directed to work overtime on general and national holidays in excess of regular tour of duty - will be paid the normal holiday wages plus 160% of his normal rate for each hour that he works overtime in excess of the regular daily tour of duty. Example: For an employee whose hourly rate of pay is 10 TL,

10 TL for one hour of holiday  
26 TL for one hour of overtime  
+\_\_ (10 TL + 160% = 26 TL)

36 TL for one-hour of overtime performed in excess of regular daily tour of duty on a national and general holiday.

D. Call-Back After Duty Hours. In the event an employee is called back for an emergency service either after he left the worksite at the end of work on a regular workday, weekly day of rest, or a national and general holiday, or upon completion of overtime at the worksite, or who is not scheduled to work on his weekly day of rest or a national and general holiday, he will further be paid for only four hours over and above the call-back work hours to be computed at the rate applicable to that day of work. In cases where the Employer does not provide transportation for such call-backs, the Employer will pay the employee the cost incurred by using the mode of transportation (i.e. taxi, privately owned vehicle, public transportation) approved by the Employer, subject to submittal of a receipt.

E. Periods of less than ½ hour are considered ½ hour and periods in excess of ½ hour are considered one hour in the computation of overtime pay.

F. Overtime is compensated for actual work performed while on temporary duty under the same criteria established above. Overtime is not paid for the time spent in transit to or from temporary duty station. However, the time spent by each and every driver (who is sent to temporary duty) on the road in excess of their regular weekly tour of duty will be computed and paid as overtime.

G. Overtime performed between 2000 and 2400 hours is not subject to night premium and will be compensated at a rate of 100%. However, in the event overtime is performed between 2400 and 0600 hours, each hour of such overtime will be compensated at a rate of 120%. The latter will not be applied for overtime performed solely as a result of shift changes.

**ARTICLE 17 - TEMPORARY DUTY AND PER DIEM  
(HAB Decision Number E.2022/436, K.2022/538 dated 24 November 2022)**

A. Employees may be assigned to temporary duty in connection with their regular jobs within or outside Turkey. Except for emergencies, the Employer will inform an employee reasonably ahead of the commencement of temporary duty.

B. Advance payments will be made to employees for temporary duty travels requiring overnight stay.

C. The current practice at the worksites regarding established per diem rates for every 24-hour temporary duty in Turkey will continue, on conditions that these rates are not less than the rates specified in the Law of Budget and Per Diem. However, the Employer will establish new per diem rates based on the market conditions in March and September each year, publicize after having notified the Union, and implement these effective 1 April and 1 October each year. All



employees, regardless of employment category, will receive the same rate of per diem for temporary duty travel.

D. Per Diem Computation

a. For each full day (0001–2400 hrs) of duty travel, an employee will be paid 100% of the applicable per diem rate.

b. On the day of departure of a multiple day duty travel, an employee will be paid 75% of the per diem rate applicable for the day of departure, regardless of the time he departs. On the day of return of a multiple day duty travel, the employee will be paid 70% of the per diem rate applicable for the day of return, regardless of the time he returns.

c. In the event the departure and the return are on the same day and if both are within regular daily tour of duty, per diem is not paid. In the event the departure and the return from temporary duty travel are on the same day, if either the departure or the return or both are outside regular duty hours, an employee will receive 52.5% of the applicable per diem rate, provided that the duty travel time is at least six hours.

E. If an employee is furnished by the Employer lodging at no cost at the place where he is on temporary duty, he will be paid 52.5% of the applicable duty per diem for the day of departure, 70% for each full day of temporary duty travel and 52.5% for the day of return.

F. The computation of per diem for temporary duty travels outside Turkey will be the same as for American civilian employees of the US Government.

a. To promote team integrity, when employees travel in-country to locations for joint duty with American personnel, the Employer will authorize exceptional “team TDY” rules in accordance with applicable employer policy for employees on in-country temporary duty assignments.

G. The Employer will provide the following support to employees who change residence from one province to another within Turkey due to a change in duty station (permanent change of station) requested by the Employer. Household goods of the employee will be moved to the new duty station by the Employer; or the employee will be reimbursed by the Employer for the most economical cost of moving. However, the limit for this kind of transportation or reimbursement is 1,500 kilograms (net) for a married employee and 750 kilograms (net) for a single employee. Transportation of the employee and his dependents to the new duty station will be reimbursed at the rate determined by the Employer to be the most economical cost of travel.

H. Employees who are on authorized travel orders to perform temporary duty will obtain transportation request from the appropriate office of the Employer. If the transportation request is not issued, the employee will be reimbursed for the cost of commercial transportation utilized.

I. No distinction can be made between American personnel and Turkish employees regarding the amount of per diem for temporary individual assignments in Turkey.

**ARTICLE 18 - NATIONAL AND GENERAL HOLIDAYS, AND PAYMENT FOR THESE DAYS**

A. National holidays, general and religious holidays

23 April National Sovereignty and Children's Day	1 Day
1 May Labor and Solidarity Day	1 Day
19 May Ataturk Memorial, Youth and Sports Day	1 Day
15 July Democracy and National Unity Day	1 Day
30 August Victory Day	1 Day
29 October Republic Day	1½ Day
Ramadan Festival	3½ Days
Sacrifice Festival	4½ Days
1 January New Year's Day	1 Day

B. Wages of employees will be paid in full for national and general holidays without working.

C. When the last day of national and general holidays falls on a Friday, the following Saturday will also be considered a holiday.

D. In the event employees are required to work on national and general holidays, they will be so informed thereof 24 hours in advance when operationally possible. In such a situation, excuse of an employee will be evaluated. However, final decision will be rendered by the Employer.

E. In the event national and general holidays fall on an employee's weekly day of rest, wages for only one of these will be paid.

F. In the event an employee is on an unauthorized non-pay status and the holiday falls on the day immediately preceding and/or immediately following such period of the unauthorized non-pay status, he will not be paid for the holiday.

## SECTION FIVE

### WAGES, WAGE INCREASES AND SOCIAL BENEFITS

#### **ARTICLE 19 - WAGE PAYMENT DATE**

- A. Wages of employees will be paid once a month. Payments will be deposited to bank accounts to be opened by the Employer on employees' behalf.
- B. Paydays will be the same as prior to the signing of this Collective Labor Agreement. However, payments will be made no later than 1800 hours on the fifth calendar day of the following month. If the fifth calendar day falls on Friday, wages will be deposited to employees' accounts no later than noon that day. Nevertheless, in the event the payday coincides with the Ramadan and Sacrifice Festival, the payday will be the last workday before the Eve of the aforesaid holidays.
- C. A pay deduction slip will also be given to each employee.
- D. Payment of legal and contractual rights of separating employees will be affected to the best extent possible on the day following the separation, if the date of separation is known by or communicated to the Employer at least 10 days in advance. Otherwise, payment will be made as soon as possible but no later than 10 days following the separation.

#### **ARTICLE 20 - WAGES, WAGE SCALES AND WAGE INCREASES (HAB Decision Number E.2022/436, K.2022/538 dated 24 November 2022)**

- A. Daily Wage. Employees' daily wages will be computed pursuant to the formula below:
- Hourly rate of pay X 7½ hours = Daily wage
- B. Wage Scales
- a. The wage scales, which will be implemented at the worksites of the Employer, will be valid for each grade. The wage scales is arranged to reflect
1. the "Entry Level Rate,"
  2. the amount of "Seniority" increase, and is in Appendix 1 as an inseparable part of this Agreement.
- b. The entry-level rate is the hourly rate of pay to be paid to newly hired employees for the probationary period. (Appendix 1)
- c. The "Seniority" increase amount is the pay raise to be granted upon successful completion of the probationary period and at the end of waiting periods shown below.

d. Waiting Periods. The first "Seniority" increase will be granted upon completion of the probationary period. The second "Seniority" increase will be affected at the end of sixth month following the effective date of the first increase. The third through the sixth "Seniority" increase will be affected at the end of 15<sup>th</sup> month following the effective date of the second through the fifth increase. The seventh and any subsequent "Seniority" increase will be affected at the end of 21<sup>st</sup> month following the effective date of the previous increase.

e. The amount of "Seniority" increase and employee promotions will be notified to employees and shown on wage slips.

f. In the event an employee is promoted from one grade to another, the "entry level rate" for the grade he holds will be subtracted from his current rate and the difference will be his personal "Seniority" increment. The new rate after promotion will be determined by adding his personal seniority increment to the "entry level rate" for the grade he is promoted.

### C. Wage Increases

a. Effective 1 April 2022, 4% (four percent) betterment will be made on hourly wages in effect on 1 April 2022. The wages to be found after this betterment is made will be increased by 30% (thirty percent), effective as of 1 April 2022. However, if the percentage change in Turkey-wide General Consumer Price Index of the Statistics Agency of Turkey (2003=100) between September 2022 and March 2022 exceeds 30%, the exceeding portion will be added to the pay increase effective 1 October 2022.

b. Effective 1 October 2022, 3% (three percent) betterment will be made on employees' hourly rates of pay in effect on 30 September 2022. The wages to be found after this betterment is made will be increased by 25% (twenty five percent), effective as of 1 October 2022. However, if the percentage change in Turkey-wide General Consumer Price Index of the Statistics Agency of Turkey (2003=100) between March 2023 and September 2022 exceeds 25%, the exceeding portion will be added to the pay increase effective 1 April 2023.

c. Effective 1 April 2023, 3% (three percent) betterment will be made on employees' hourly rates of pay in effect on 31 March 2023. The wages to be found after this betterment is made will be increased by 23% (twenty three percent), effective as of 1 April 2023. However, if the percentage change in Turkey-wide General Consumer Price Index of the Statistics Agency of Turkey (2003=100) between September 2023 and March 2023 exceeds 23% (twenty three percent), the exceeding portion will be added to the pay increase effective 1 October 2023.

d. Effective 1 October 2023, 3% betterment will be made on employees' hourly rates of pay in effect on 30 September 2023. The wages to be found after this betterment is made will be increased by 22% (twenty two percent), effective as of 1 October 2023. However, if the percentage increase in Turkey-wide General Consumer Price Index of the Statistics Agency of Turkey (2003=100) between March 2024 and September 2023 exceeds 22% (twenty two percent), the exceeding portion will be added to the rate of wage increase effective 1 April 2024.

e. The effective date of each pay raise will be the first day of the month following each period, e.g., 1 October 2022 for the 1 April – 30 September 2022 period. Accordingly, four semiannual increases will be granted for the duration of this Collective Labor Agreement. The effective date of the last increase will be 01 April 2024. The percentage of a wage increase will be computed by comparing the index of each individual period to the end-of-the index of the preceding period, disregarding one thousandth and smaller fractions of a percent.

f. During the period of this Collective Labor Agreement, four lump-sum quality of life payments will be paid on the following dates and on the condition that these will not be reflected on employees' hourly rates of pay and the wage scales. These lump-sum quality of life payments, each equivalent to the gross TL amount of \$ 500, will be granted on

1 June 2022  
1 December 2022  
1 June 2023  
1 December 2023

based on the currency-buying rate of the Turkish Central Bank in effect on the aforesaid dates, to the employees who are on permanent employment status for indefinite period and have completed probation on the aforesaid dates.

g. However, specific to this Collective Labor Agreement only, the total amount of four quality of life payments (\$2,000) will be paid all-in-one-go in two months as of the decision date of this Collective Labor Agreement, based on the currency buying rate of the Turkish Central Bank in effect on the actual payment date.

## **ARTICLE 21 - ANNUAL BONUS**

A. a. The Employer grants bonus in the amount of 120-day's wages per year to the employees working at the worksites. Bonuses will be paid together with wages for the months of April, July, October, and January; each bonus equaling to 30-day's wages.

b. The April bonus will be computed and paid at hourly rates of pay in effect on 30 April, the July bonus at hourly rates of pay in effect on 31 July, the October bonus at hourly rates of pay in effect on 31 October, and the January bonus at hourly rates of pay in effect on 31 January.

B. For entitlement to full amount of each bonus mentioned above, an employee must have worked at the worksites of the Employer for the three-month period prior to the established bonus payment date. Annual bonus entitlement will be 1/3 of the bonus for each month worked between bonus payment dates. Bonus of those who have worked less than one month will be paid by proration.

C. Sick leaves, on-the-job accidents, annual paid leave, maternity or nursing leaves and administrative leave with pay will be considered as periods worked in the computation of bonus. The amount of bonus paid to terminated employees will also include the notice period

regardless of whether or not they have worked during the notice period. No bonus will be paid to those terminated under Article 25/II of Labor Law #4857.

D. In the event of fractional bonus payments to be affected either before or after normal bonus payment dates through the year, the hourly rate of pay for computation of bonus is an employee's normal hourly rate of pay in effect on the first day of the month in which the payment will be made. The amount of bonus is computed and paid pursuant to the principles set forth above.

**ARTICLE 22 - ATTENDANCE INCENTIVE PREMIUM  
(HAB Decision Number E.2022/436, K.2022/538 dated 24 November 2022)**

The Employer will pay an attendance incentive premium of 2-day's wages a month if employees working at the worksites work one full month. National and general holidays, weekly days of rest, paid leaves granted by the Employer pursuant to this Collective Labor Agreement, periods of leave due to on-the-job accidents, rest periods not exceeding two days (if the rest period exceeding two days extend to the other month, the premium of the month in which rest period ends is deducted) and the time spent in periodic checks required by the Regulation on Labor Health and Safety will be considered as days worked in the computation of premium.

**ARTICLE 23 - CHILD AND EDUCATION ALLOWANCE  
(HAB Decision Number E.2022/436, K.2022/538 dated 24 November 2022)**

A. In the first year of this Collective Labor Agreement, effective 01 April 2022, gross 200.- (two hundred) TL per month to include education allowance will be paid for each child of an employee. In the event both husband and wife are employed at the worksites of the Employer, only the husband will be paid this allowance. Female employees whose husbands are not employed at the worksites of the Employer will also benefit from this allowance.

This payment will be raised by the same percentage increase of the wage increase effective the date of the wage increase. In the event there is an inflationary difference, such difference will also be added.

B. For entitlement to this allowance, a male child must not be over 18 years old, or 25 if he is a student. A female child must not be over 25 for entitlement to the same. A married child or who is subject to income tax cannot benefit from this allowance. However, in the event an employee furnishes a report of physical or mental disability of his child determined by the Health Boards of the Social Security Agency, excluding cases of marriage or taxpayer status of the child, payment of child allowance specified in Paragraph A above will be continued regardless of restrictions in this subparagraph.

C. Child allowance will begin on the first day of the month in which an employee applies to Civilian Personnel Office, in writing, with documents verifying that he has a child meeting the requirements specified in above paragraphs. Any change in child allowance will start from the

first day of the next month after an employee advises Civilian Personnel Office, in writing, with verifying documents.

D. It is employee responsibility to notify Civilian Personnel Office when he becomes or ceases to be eligible for child allowance. In the event he fails to notify Civilian Personnel Office within 30 days of the change, any erroneous child allowance payments that have been made will be deducted from his wages.

**ARTICLE 24 - SOCIAL RIGHTS  
(HAB Decision Number E.2022/436, K.2022/538 dated 24 November 2022)**

A. In the first year of this Collective Labor Agreement, effective 1 April 2022, all employees will be paid a social benefit of 1,600 - (one thousand and six hundred) TL gross per month, representing meal, heating, clothing and family allowances and annual leave bonus. However, the aforesaid social benefit will be paid as 1,100 - (one thousand and a hundred TL gross per month to those employees who are regularly provided meals by the Employer as in food services.

B. A holiday subsidy of gross 2,500 - (two thousand and five hundred) TL for each religious holiday for the first year, and will be paid within one week prior to Ramadan and Sacrifice Festivals. The first holiday subsidy payment will begin with the Ramadan Festival in May 2022.

C. For employees hired or terminated and in cases of leave without pay and unauthorized leave within the month, social benefits will be paid by proration for that month.

D. This payment will be raised by the same percentage increase of the wage increase effective the date of the wage increase. In the event there is an inflationary difference, such difference will also be added.

**ARTICLE 25 - WORK CLOTHING AND PROTECTIVE MATERIALS  
(HAB Decision Number E.2022/436, K.2022/538 dated 24 November 2022)**

A. Protective apparel (protective clothing, goggles, gloves) will be provided by the Employer to protect employee health pursuant to the Regulation on Labor Health and Safety. Especially in winter, employees to go on temporary duty to places such as radar sites, base and ammunition depots will be provided with outer health protective apparel such as parkas, field jackets, boots and rubber overshoes. These will be issued to the employee against a receipt and returned to the Employer immediately at the end of temporary duty. Employees will protect such protective apparel and material as appropriate.

B. Employees accept that the apparel and equipment specified in Paragraph A above is the property of the Employer and they are required to use them at the worksites; any acts to the contrary will constitute reason for imposition of necessary disciplinary action.

C. To workers working in all kinds of office jobs; as of 1 April 2022, a business clothes shopping coupon will be given every 6 months to be used in a shopping mall that will be

determined by the employer. Each business wear shopping coupon is the TL equivalent of 75 US Dollars to be calculated over the Central Bank's foreign exchange buying rate valid on the distribution date.

**ARTICLE 26 - FUNERAL SUBSIDY  
(HAB Decision Number E.2022/436, K.2022/538 dated 24 November 2022)**

A. In the first year of this Collective Labor Agreement, effective 1 April 2022, gross 5,000 - (five thousand) TL will be paid by the Employer in the event of an employee death to his legal heirs; gross 2,500 - (two thousand and five hundred) TL to the employee in the event of death of his spouse, dependent child, dependent mother or father; and gross 23,000 - (twenty three thousand) TL in the event of an employee death due to an on-the-job accident to his legal heirs.

B. This payment will be raised by the same percentage increase of the wage increase effective the date of the wage increase. In the event there is an inflationary difference, such difference will also be added.

C. In the event of death of a union member employee employed at the worksites of 39<sup>th</sup> Air Base Wing Command, AAFES and KBR, and in the event the Union Head Office notifies each of the three employers separately and submits a death certificate, each Employer will withhold 90 (Ninety) TL per death during the first year of the Collective Labor Agreement (regardless whether the deceased was his employee or worked for other employers) from the first payment of wages (following the date of union request) of those employees who give written consent to such withholdings, and deposit to a public bank to be identified by the Union Head Office for payment to legal heirs of the deceased. During the second year of the Collective Labor Agreement, this amount mentioned in paragraph C will be 100 (One hundred) TL. However, those who do not consent to such withholdings pursuant to this paragraph C cannot benefit from provisions of this paragraph.

**ARTICLE 27 - ARMED FORCES EMPLOYEES EDUCATION AND RECREATION FUND  
(HAB Decision Number E.2022/436, K.2022/538 dated 24 November 2022)**

The Employer will deduct 30 (thirty) TL from April 2022 and 30 (thirty) TL from April 2023 wages of every union member employee on the payroll who gives consent for deductions, and deposit to the Account #7970722-5002 of Ziraat Bankası, Mithatpaşa Branch, Ankara for the "ARMED FORCES EMPLOYEES EDUCATION AND RECREATION FUND" which is established for employee recreation and improving education of employee children. The amount of money deposited and the list of employees from whom deductions are withheld will be provided in writing to the Fund Directorate at İnkılap Sokak #20, Kızılay, Ankara.



**ARTICLE 28 - BIRTH SUBSIDY**  
**(HAB Decision Number E.2022/436, K.2022/538 dated 24 November 2022)**

A. In the first year of this Collective Labor Agreement, effective 1 April 2022, the allowance of female employees paid by the Social Security Agency for maternity leave will be complemented to full wages. Further, a birth subsidy of gross 2,000.- (Two thousand) TL will be paid, in the event wife of a male employee or a female employee gives birth. In the event of multiple births, this subsidy is doubled.

B. This payment will be raised by the same percentage increase of the wage increase effective the date of the wage increase. In the event there is an inflationary difference, such difference will also be added.

**ARTICLE 29 - TRAVEL TO AND FROM WORKSITE; COMMUNICATION RIGHTS**  
**(HAB Decision Number E.2022/436, K.2022/538 dated 24 November 2022)**

A. Transportation of employees to and from the worksite by the Employer will continue the same as before. The time spent in travel to and from the worksite or waiting times will not under any circumstances be considered as times worked and no payment will be made for the time spent in the vehicles or for such waiting times. Starting with 1 April 2022, the Employer will ensure that Incirlik service vehicles are safe, well maintained, clean and busses no older than 10, minibuses no older than five years of age.

B. Except for employees at Incirlik worksites, those employees who cannot benefit from the aforesaid service vehicles will be issued bus cards on municipal bus routes or will be paid net round-trip dolmush fares to and from the worksite. However, those employees working at Incirlik worksites and residing at Ceyhan or Misis or Mersin may be paid net round trip dolmush, bus or train fares if they document it.

C. The Employer will provide means and convenience for employees to make local telephone calls outside the worksite during their own work hours in case of necessity. Long-distance telephone calls are subject to advance approval of an employee's supervisor.

D. Transportation of employees working at Izmir-Cigli 2nd Main Jet Base Command to and from the worksite by the Employer will continue the same as before.

**SECTION SIX**

**LEAVES**

**ARTICLE 30 - PAID ANNUAL LEAVE**

A. Employees who have worked at least one year at the worksite will be granted paid annual leave as specified below:

a. Eighteen workdays per year to those whose length of service is up to five years (including the fifth year) [twenty workdays per year to those whose length of service is up to five years (including the fifth year) and who are 18 or younger and 50 or older at the time of use of leave];

b. Twenty-four workdays per year to those whose length of service is more than five but less than 15 years;

c. Twenty-six workdays per year to those whose length of service is more than 15 years (including the 15<sup>th</sup> year.)

B. Provisions of Labor Law #4857 regarding paid annual leave and provisions of the Regulation on Paid Annual Leave will be implemented in situations not covered by this Collective Labor Agreement.

C. Weekly days of rest, national and general holidays that fall within the paid annual leave period will be added to the leave, and wages for the same will be paid separately. Saturday will be considered workday in the computation of paid annual leave.

D. Employees who desire to spend their paid annual leave in other cities will be granted leave without pay up to seven days to cover travel time. It will be granted one time only in a year and to those who will take their paid annual leave in one undivided period.

E. In the event the last day of an employee's paid annual leave coincides with the fifth day (Friday) of his workweek, the sixth workday will not be counted as leave day provided that the sixth day of the week (Saturday) is counted as workday and he will in any case be ready to report to work on the sixth day of the week. In the event the employee uses paid annual leave in two segments, this provision will be valid for longer leave period only.

**ARTICLE 31 - PAID ADMINISTRATIVE LEAVE  
(HAB Decision Number E.2022/436, K.2022/538 dated 24 November 2022)**

A. Employees will be granted leave with pay for the following occasions provided they submit documentary proof to the Employer or his representative within five workdays after the event:

a. Marriage of employee : 5 workdays

- b. Birth of child : 5 days
- c. Death of spouse, parents, brother or sister, child and dependent stepchild : 3 workdays
- d. Death of grandparents, parents-in-law : 1 workday
- e. Child adoption : 3 days
- f. Caring disabled child : 10 days
- g. 3 December Disabled Day : 1 day (only for those who are employed in disabled category)

B. Employees may use up to 56 hours (seven workdays) leave with pay in one continuous period or fractional amounts in a calendar year to transact personal affairs that cannot be conducted at off-duty hours. If employees desire, they can use the total of seven workdays paid leave by adding it to their annual leave in which case they will have no paid administrative leave for that calendar year. Paid administrative leave will be granted upon employee request through appropriate form provided by the Employer. Paid administrative leave cannot be less than one hour. Paid administrative leave will not be granted to newly hired employees prior to completion of the probationary period. Up to 24 hours of paid administrative leave provided for in this paragraph and not used by the end of the calendar year, will be paid to the employee together with his wages for the month of December at hourly rate of pay in effect on 31 December of that calendar year. Any other unused paid administrative leave at the end of the calendar year will be forfeited. No payment will be made in lieu of unused paid administrative leave in all cases of separation.

C. In the event dependent mother, father, spouse, child or stepchild of an employee is dispatched for treatment to a hospital authorized by Social Security Agency at a location outside the province and on the condition of submittal of documentary certification of such escorted dispatch by the Health Board of the related hospital(s), the employee will be granted paid escort leave not to exceed three days per calendar year. Use of such escort leave is subject to supervisory approval and conditioned upon not disrupting the workflow. Escort leave is not granted to temporary or casual employees or those who have not completed probation. It is not prorated for employees hired or separated during that calendar year, can be used as a whole or in fractions but not less than one day at a time, cannot be accumulated and is forfeited if not used within the calendar year. Use of escort leave up to three days per calendar year does not void attendance incentive premium.

**ARTICLE 32 - LEAVE WITHOUT PAY**

A. An employee may be granted leave without pay upon his application in advance and approval by his supervisor.

B. Employees who are elected as the Chairman or members of the Managing Board of the Union prior to or during the term of this Collective Labor Agreement will be granted, upon written request, leave without pay for the duration of their professional duties.

C. Any of the officials referred to in Paragraph B above who ceases to hold professional office for any reason whatsoever will be reinstated under the same employment conditions that have existed prior to their leave without pay, provided they apply in 15 days following the date on which they cease to hold office. They will not be entitled to receive benefits, in cash or in kind, provided by collective labor agreement(s) or the employment agreement during the period of leave without pay. However, upon return to the worksite, wage increases and "Seniority Increases" which have been granted exclusively through collective labor agreement(s) during the period of leave without pay will be added to their normal hourly rate of pay in effect on the commencement date of leave without pay.

D. Detention and Apprehension Cases

a. In the event an employee is apprehended or taken into custody and the detention or custodial period exceeds the notice period stipulated in Article 17 of Labor Law #4857 but not less than 30 days (Labor Law #4857/ Article 25-IV), his employment agreement is considered terminated. In the event of detention or custody, the employee is considered on leave without pay for such periods of detention or being under custody.

b. In the event an employee is taken into custody, and on condition of submittal of documentary proof, he will be considered on leave without pay. However, if he is apprehended at the end of the custodial period, his employment agreement will be considered terminated.

c. In the event the detention ceases in 90 days for any of the reasons below, i.e.,

1. no need for further follow-up,
2. no need for final investigation,
3. decision of acquittal,
4. end or absence of public prosecution,

and an employee requests to be reinstated to his position within one week of this date, he is hired by the Employer with the same rights of his equals. In the event the detention ceases after 90 days, he is rehired if there is vacancy at the worksite.

d. Those employees - who are released in 90 days while undergoing trial under arrest and apply within one week - will be rehired by the Employer.

e. Rehire of those employees - while undergoing trial under arrest for ordinary crimes - who are sentenced for

1. six months or less,
2. more than six months but whose conviction is suspended or converted to a pecuniary fine, pardoned, or released in less than six months for good conduct in spite of

sentence of imprisonment for more than six months, is possible at the discretion of the Employer.

f. Those employees - who are sentenced for infamous crimes, sabotage, crimes against the State and its unity with the country and its people, its Armed Forces and national security, and crimes against public order - will not be rehired under any circumstances even if the conviction is suspended, converted to pecuniary fine or pardoned.

g. Drivers or heavy equipment operators - who are involved in a traffic accident while operating employer vehicles on duty and therefore arrested or sentenced - are rehired to their former jobs if they apply within

1. seven days after the detention period ends, or

2. seven days after the driver's license is returned by the Court, provided the detention ceases in 90 days. In the event the detention lasts longer than 90 days, rehire is at the discretion of the Employer.

E. In the event of tardiness due to employee excuse, up to three times a month and not exceeding four hours in total, an employee will be considered on leave without pay for the period of tardiness. If tardiness exceeds the aforesaid period in a month, he will be considered absent without leave for tardiness.

#### **ARTICLE 33 - SICK LEAVE**

**(HAB Decision Number E.2022/436, K.2022/538 dated 24 November 2022)**

A. In the event of sick leaves of more than two days authorized by the Social Security Agency (SII) or authorized doctors due to sickness or on-the-job accidents, computation of social insurance premiums of an employee will be based on a 30-day's contribution and pursuant to the following:

- a. For the first two days, wages of the employee will be computed and paid as if he has actually worked.

- b. Starting from the third day - third day inclusive -, social insurance premiums will be computed on employee's regular earnings as if he has worked for a normal month regardless the number of days of sick leave (incentive premium, child allowance and social benefits will not be included in the earnings, except the cases of on-the-job accidents and vocational diseases); these premiums will be paid to the Social Security Agency regardless of the amount of sick leave allowance collected from the Social Security Agency.

- c. In the event of sick leaves of three (inclusive) or more days, and if daily amount of sick leave allowance collected from the Social Security Agency is less than employee's net daily wages, i.e., 1/30 of monthly net earnings which he will otherwise be entitled to while working (including regular wages, social benefits, child allowance and incentive premium), the difference will be compensated by the Employer. No payment will be made by the Employer in

the event daily amount of sick leave allowance paid by the Social Security Agency is equal or more than employee's net daily wages.

d. In the event an employee cannot report to work due to a vocational disease or on-the-job accident, and if daily amount of sick leave allowance collected from the Social Security Agency is less than employee's net daily wages, i.e., 1/30 of monthly net earnings which he will otherwise be entitled to while working (including regular wages, social benefits, child allowance and incentive premium), the difference will be compensated by the Employer. No payment will be made by the Employer in the event daily allowance paid by the Social Security Agency is equal or more than employee's net daily wages.

B. An employee - who departs the worksite for a sick call to the Social Security Agency hospital and cannot come back for being carried on sick leave, and who go to the Social Security Agency hospital directly without reporting to work and is carried on sick leave - is required to submit the Employer the document received from the Social Security Agency proving the nature of sickness and the period of sick leave, in four workdays at the latest. Those who fail to fulfill this obligation or cannot verify the visit to the Social Security Agency hospital for a sick call will be considered absent without leave.

#### **ARTICLE 34 - MILITARY LEAVE**

Employees who are called to any military service other than the regular conscription, maneuver, short term military service or a statutory labor obligation will be entitled to the following rights:

A. If an employee has at least one year of uninterrupted service with the Employer, he will be carried on leave without pay for a period of two months.

B. If an employee has more than one up to three years (less than three years) of uninterrupted service with the Employer, he will be carried on leave without pay for a period of 90 days.

C. If an employee has three years or more of uninterrupted service with the Employer, he will be carried on leave without pay for 90 days but paid one-week's wages. The payment stated in this subparagraph will be applicable to Paragraph F below, provided that the employee meets the conditions related to service periods prescribed in this paragraph.

D. If an employee returns to the worksite before the end of the periods mentioned above, he will be reinstated in his former or similar position. If the statutory obligation lasts more than the aforesaid periods, the employee is separated at the end of the aforesaid periods. He however will be given preference for reemployment if he applies in two months after the end of military or obligatory service.

E. An employee returning from regular conscription will be rehired to:

a. the same job, if vacant, otherwise

b. a similar job - if there is a vacancy - at the same or lower grade level for which he qualifies, provided that he applies in writing and attaches his official discharge documents in two months from the date of discharge from military service. Qualifications of the employee will be determined based on the contents of his personnel file. Each time there is a vacancy in line with the above, the former employee will be informed of the vacancy via registered mail. If he does not respond in 15 days from the receipt of the letter, he will no longer be considered for reemployment. Refusal of a job at the same grade level will result in removal of his name from the priority list. The above-explained procedure will be applicable for a period of two years from the date he is discharged from military service.

F. a. In the event an employee - to be drafted for military service for up to six months (inclusive) - submits a written request, the Employer will accept and consider the request for leave without pay. Employee request for leave without pay for the aforesaid period will normally be approved by the Employer. However, the Employer's right not to approve such request for leave without pay for periods up to six months (inclusive) is reserved for positions which the Employer deems essential for the conduct and continuity of business, or if vacancy of the position will be detrimental. The final decision on this issue will be rendered by the Employer.

b. In the event any request for leave without pay of those employees - to be drafted for military service for up to six months (inclusive) - is approved, these periods will not be counted for severance pay or against waiting periods for "Seniority Increase", nor be considered in the computation of paid annual leave. No bonus payment will be made; such employees will not benefit from any other monetary entitlement for these periods.

## SECTION SEVEN

### RESOLUTION OF DISPUTES; TERMINATION OF EMPLOYMENT AGREEMENTS

#### **ARTICLE 35 - LABOR RELATIONS COUNCIL AND HIGH BOARD (HAB Decision Number E.2022/436, K.2022/538 dated 24 November 2022)**

A. Establishment of the Labor Relations Council. A Labor Relations Council is established at each registered worksite. At worksites where the number of employees is small, and subject to mutual agreements of the parties, a Labor Relations Council may be established to serve two or more worksites. The Labor Relations Council is comprised of two Employer and two Union representatives at worksites employing 25 or less employees, and three Employer and three Union representatives at worksites employing more than 25 employees. One of the Employer representatives acts as the Chairman of the Labor Relations Council. Members of the Council (to be comprised of at most three primary, six alternate members each, and hereinafter referred to as Labor Relations Council members) to represent the Union at the Council are appointed by the Union, members to represent the Employer by the Employer. Members to be appointed by the Union are selected among union member employees working at the worksite or among Branch officials who are elected for duty on union bodies. The party desiring to replace any member of the Labor Relations Council provides new member's name to the other party no later than three workdays prior to the next scheduled meeting.

#### B. Working Procedures

a. The Labor Relations Council meetings are held with the presence of at most three (primary or alternate) members of each party. In the event primary or alternate members from either party do not attend the meeting, the Labor Relations Council meets with members present for that meeting.

b. The party requesting the meeting determines the agenda. The Labor Relations Council agenda may be changed upon mutual agreement of the parties. The Labor Relations Council may also render interim decision for subjects in the agenda.

c. The original of the invitation to a Labor Relations Council meeting is delivered to any member of the Managing Board of the Union Branch or one of the chief shop stewards (on union side) and to Civilian Personnel Office (on Employer side). The parties are obliged to receive these invitations. The invitation letter refused for receipt by any party is considered to have been notified to the other party. Signature of the recipient of the invitation letter is obtained on the copy; the date and time is annotated thereto.

d. The meeting is held at the worksite, preferably within duty hours, at the time and place designated by Civilian Personnel Officer. No wages will be paid to, nor deducted from, the Labor Relations Council members for meetings held off-duty or within duty hours, respectively.



e. Each member of the Labor Relations Council (including the Chairman) has one vote. The Labor Relations Council renders decision by majority vote and such decisions are final. In the event votes are equal, the subject is considered undecided and is elevated to a higher level for resolution. Exceptions where a decision is rendered in the direction of the Chairman's vote are specified in the following paragraphs related to functions of the Labor Relations Council.

f. The minutes of the Labor Relations Council meetings reflect views of the parties and are dictated by the Labor Relations Council Chairman in a concise and precise manner. The Chairman of the Labor Relations Council is responsible for finalization of the minutes in three days at the latest. The parties are obliged to sign the minutes within the aforesaid period.

C. Functions. Terminations; disputes between the Union Branch and the Employer due to employee complaints arising from changing employment conditions or assignment of additional duties unrelated to regular duties; review and approval of paid annual leave schedules; and disciplinary actions.

a. Terminations

1. Termination actions pursuant to Article 17 and 25/II of Labor Law #4857 will first be notified by the Employer in writing to the Union Head Office and the related Union Branch and then discussed at the Labor Relations Council. (However, the Labor Relations Council meetings regarding terminations pursuant to Article 25/II of Labor Law #4857 are in the nature of an investigation carried out to determine facts related to the case. Therefore, the six-workday period specified in Article 26 of Labor Law #4857 commences from the date on which the minutes of the final decision authority is delivered to Civilian Personnel Office.)

2. The Labor Relations Council meets upon invitation of either party within three workdays at the latest, and renders decision within two workdays at the latest. If votes are divided equal and no decision can be reached, the below procedure is followed:

(a) If the subject is termination of employment agreement of six employees or less pursuant to Article 17 of Labor Law #4857 or termination of any employee pursuant to Article 25/II of Labor Law #4857, it is discussed once again between 39<sup>th</sup> Air Base Wing Commander (and/or his representative) and the Union Branch Chairman (and/or his representative) within two workdays following receipt by the parties of the minutes of the Labor Relations Council meeting related to the subject. The parties are obliged to attend the meeting and discuss the subject. If no resolution is reached, a decision on the subject is rendered by 39<sup>th</sup> Air Base Wing Commander (or his representative) and so indicated in the minutes of the meeting.

(b) If the subject is termination of employment agreement of seven employees or more at one time or within 90 days at the same worksite pursuant to Article 17 of Labor Law #4857 and if no resolution is reached at the Labor Relations Council meeting, union members of the Labor Relations Council so annotate in the minutes their preference for discussion of the subject one more time at the 39<sup>th</sup> Air Base Wing Commander or the High Board level. If the Union Branch prefers to discuss the subject at the 39<sup>th</sup> Air Base Wing Commander level, it is discussed between 39<sup>th</sup> Air Base Wing Commander (and/or his representative) and the Union Branch Chairman (and/or his representative) pursuant to subparagraph (a) above. If the Union

Branch prefers to have the subject reviewed at the High Board level, it is not discussed at the 39<sup>th</sup> Air Base Wing Commander level and elevated to the High Board by one of the parties.

(c) Upon mutual consent of parties of the High Board, the subject of termination of employment agreement of seven employees or more at one time or within 90 days at the same worksite pursuant to Article 17 of Labor Law #4857 may be reviewed directly at the High Board without having been discussed at the local Labor Relations Council.

3. In actions involving termination of employment agreement of more than one employee pursuant to Article 17 of Labor Law #4857 and which is referred to the Labor Relations Council, the Employer will first terminate volunteers, then those receiving retirement pensions, those eligible to retire (including those who have at the most three months to retirement) and finally those who have least seniority at the worksite, at job classifications and worksites where these terminations are affected. In termination actions of employees whose individual case are to be considered in view of above priorities, disabled employees who are employed pursuant to prevailing provisions of Labor Law #4857 will be exempted from termination action (except for the case of reduction in legal disabled quotas as a result of reduction-in-force at the worksite.) In the event, however, there is a disabled employee who volunteers to be separated or who is eligible to retire, the Employer will also consider such volunteer or retirement eligible employee under the above priority rules.

b. Disputes

1. An employee refers his grievances he cannot resolve through his immediate supervisor to the union shop steward for resolution of the same with section chief.

2. In the event such grievances are not resolved within three workdays or in the event the dispute arises from changing an employee's working conditions or assignment of additional duties unrelated to his regular duties and from a disagreement between the Employer and the Union Branch, the party initiating the dispute refers it to the Labor Relations Council in writing. The Labor Relations Council discusses the subject of the dispute thus referred to and resolves within three workdays.

3. If the Labor Relations Council cannot reach a decision on the subject, the dispute is discussed within three workdays between the Employer (or his representative) and the Union Branch Chairman (or his representative.) If no agreement can be reached at these discussions, the minutes reflecting views of the parties are prepared and the dispute is elevated to the High Board by one of the parties.

c. Review and approval of annual leave with pay schedules. In the month of January each year, section supervisors prepare a list indicating the months on which employees of their sections will go on leave and give the list to Civilian Personnel Office. After reviewing and, if necessary, making appropriate corrections, Civilian Personnel Office sends the list to the Labor Relations Council. Upon approval by the Labor Relations Council these lists are officiated and posted at bulletin boards. Objections to the announced method and the leave dates, in writing and within 15 days, are reviewed again and decided finally by the Labor Relations Council by taking into consideration employee reasoning. In a Labor Relations Council decision related to

paid annual leave procedures, if votes are divided equal, the view of the side with which the Chairman votes constitutes decision.

d. Disciplinary Actions. Wage deductions and written disciplinary actions are discussed at the Labor Relations Council, which meets within three workdays at the latest upon invitation of either party, and decided upon on the same day of the meeting. The decision is rendered by majority vote. In the event of a tie vote, decision is rendered in the direction with which the Chairman votes.

e. The local Labor Relations Council is not authorized to discuss the following subjects: The number and type of positions needed or not needed at the worksites, classification of positions, military security of the worksites, qualification requirements for employment, disputes arising from the implementation or interpretation of the Collective Labor Agreement and related laws, and physical and hygienic standards established by medical authorities. (The Labor Relations Council however may review whether these standards are complied.)

#### D. The High Board

a. Establishment of the High Board. A High Board is formed between 39<sup>th</sup> Air Base Wing Command Labor Relations Office and the Union Head Office, in which the parties are represented by two persons at the most. Desiring party may have a legal advisor in these meetings.

##### b. Working Procedures of the High Board

1. Invitation to a High Board meeting is made pursuant to the following procedures based on the subject of the dispute in the agenda:

(a) In disputes regarding the interpretation or implementation of the Collective Labor Agreement and related laws, the High Board meets within six workdays at the latest upon invitation of either party and renders decision within six workdays. Through mutual agreement of the parties, these periods can be extended or shortened.

(b) In other disputes, the disputed subject is referred to 39<sup>th</sup> Air Base Wing Command Labor Relations Office and the Union Head Office in writing by either party within six workdays following receipt by the parties of the minutes of related Labor Relations Council meeting. The High Board meets upon invitation of either party. Applications not made to the High Board within the specified period are not reviewed and decisions are implemented. The burden of prove that the Labor Relations Council minutes have been forwarded to higher offices or an invitation has been made for a High Board meeting falls upon the party that sends the minutes or calls the invitation. The parties meet within six workdays at the latest and are obliged to participate the meeting. Subject of the agenda is resolved within six workdays. By mutual agreement of the parties, these periods may be extended or shortened.

2. Each High Board member has one vote. Decisions are taken by unanimous vote. In the event a unity of votes cannot be achieved, views of the parties are annotated in the minutes in a concise and precise manner. Legal rights of the parties after this step are reserved.

c. Functions of the High Board

1. Disputes between 39<sup>th</sup> Air Base Wing Command Labor Relations Office and the Union Head Office arising from the implementation or interpretation of the Collective Labor Agreement and related laws;

2. Cases which the Union Branch annotates preference for a High Board review of an agenda subject in local Labor Relations Council meetings related to termination of employment agreement of seven employees or more at one time or within 90 days at the same worksite pursuant to Article 17 of Labor Law #4857;

3. Subjects requiring resolution between the Employer and the Union Branch and which are referred to the High Board in due course of resolution of disputes.

E. The parties do not take action against an employee about whom the subject of the agenda is until the Labor Relations Council or the High Board finalizes review under the procedures explained above. However, the employee continues to perform his regular and assigned duties while his grievance is being reviewed at the Labor Relations Council and the High Board levels.

**ARTICLE 36- NOTICE PERIODS  
(HAB Decision Number E.2022/436, K.2022/538 dated 24 November 2022)**

A. Prior to termination of permanent employment agreement for indefinite period, an employee must be notified of the situation in writing by the Employer. Termination will be valid at the end of:

a. second week following receipt of the notice by an employee, who has worked at the worksite for less than six months,

b. fifth week following receipt of the notice by an employee who has worked at the worksite for six months up to 1½ year,

c. eighth week following receipt of the notice by an employee, who has worked at the worksite for 1½ to three years,

d. twelve week following receipt of the notice by an employee who has worked at the worksite for more than three and less than 10 years,

e. thirteenth week following receipt of the notice by an employee who has worked at the worksite for 10 or more years.

B. In above notice periods, the employee will be granted two hours off a day without charge to leave or loss of wages to seek new employment. An employee desiring to take job-seeking leave at one time at the end of the notice period must so notify the Employer in writing. If an employee accepts an offer of reemployment or continuation of employment at any worksite of the Employer

or 39<sup>th</sup> Air Base Wing Command within the notice period, he will not be granted job-seeking leave further from the date of acceptance of the offer.

C. The Employer, if deems appropriate, may immediately terminate an employee's employment agreement through advanced lump sum payment of wages for the notice period. However, in cases of termination due to reduction-in-force, advanced lump-sum payment of wages for the notice period will be approved.

D. An employee who desires to resign - except those who are eligible to retire and submits documentary proof to that effect - is obliged to abide by notice periods mentioned in Paragraph A above. In the event of non-compliance, the employee is required to pay the Employer the total of wages corresponding to the notice period as an indemnity.

E. In the event of termination of employment agreement through lump sum payment of wages for the notice period, increases in wages and social benefits, if any, to be affected pursuant to the Collective Labor Agreement within the notice period will be taken into consideration in the computation of lump sum notice pay.

#### **ARTICLE 37 - SEVERANCE PAY**

A. On condition of having worked one year or more, a severance pay representing wages of

- 35 days for service of more than one less than three years;
- 39 days for service of three to six (inclusive) years;
- 42 days for service of seven to 14 (inclusive) years;
- 45 days for service of 15 years or more

for each full year of service on the effective date of this Collective Labor Agreement will be paid to an employee whose employment agreement is terminated under the following conditions:

- a. Separation pursuant to Article 17 of Labor Law #4857;
- b. Call for a compulsory military service (rights arising under Article 34-f are reserved);
- c. Physical disability certified by the Health Boards determined and appointed by related Social Security Agency;
- d. Acquiring the right to retire and submittal of the letter to initiate procedures;
- e. Separation pursuant to Article 24 of Labor Law #4857;
- f. Termination pursuant to Article 25/I and 25/III of Labor Law #4857;
- g. In the event a female employee terminates her employment agreement within one year from the date of marriage.

- B. In the event of employee death, severance pay will be paid to his legal heirs.
- C. Provided that it is in compliance with provisions of the Protocol dated 15 September 1983 between the parties and the decision of the 9. Civil Chamber of the High Court of Appeals (File #1983/1355, Decision #1983/3898, 19 April 1983) and the decision of the 9. Civil Chamber of the High Court of Appeals (File #1983/5447, Decision #1983/7215, 27 September 1983), total employment periods of employees at TUMCO, TUSLOG, AAFES, BSI, HNSI, VBR, VECTRUS, KBR and the follow-on Turkey Base Maintenance Contractor worksites are considered valid employment periods in the computation of severance pay.
- D. In the computation of actual period for severance pay;
- a. Service periods spent at the worksites in Turkey of the U.S. Armed Forces (TUSLOG) Command,
  - b. Service periods spent at the US military worksites in Turkey of TUMPANE Company Inc. between 1 July 1958 and 30 June 1973,
  - c. Service periods spent at the worksites in Turkey of BOEING Services Inc. between 1 July 1973 and 30 September 1983,
  - d. Service periods spent at the worksites of HOLMES AND NARVER Services Inc. between 1 October 1983 and 30 September 1988, and
  - e. Service periods spent at the worksites of VBR between 1 October 1988 and 27 March 2015, and
  - f. Service periods spent at the worksites of VECTRUS between dates of 28 March 2015 and 30 April 2021, and the follow-on Turkey Base Maintenance Contractor will be taken into consideration.
  - g. Service periods spent at worksites of KBR from the date of 1 May 2021 and the follow-on Turkey Base Maintenance Contractor will be taken into consideration.
- E. In the event final severance pay is to be effected to those employees who had worked and left the worksites stated in Paragraph D above and were reemployed at the worksites of the Employer, severance pay will be computed over total periods stated in Paragraph D above and, if any, severance pay(s) which have been previously paid when leaving the aforesaid worksites will be deducted from the final amount due and the difference will be paid.
- F. Principles stated under the above Paragraphs C, D and E will not be applied to those employees hired after 1 October 1983.
- G. In the event the contract between Base Maintenance Contractor and the US Forces is terminated, all employees employed at the worksites covered by this Collective Labor Agreement will be transferred to the new Base Maintenance Contractor pursuant to related laws and with all their rights and obligations arising from this Collective Labor Agreement. In

the event a worksite or a unit of KBR, VECTRUS, 39<sup>th</sup> Air Base Wing Command and AAFES is shut down or work is transferred, employees employed at such worksites or units may be transferred to one of these enterprises. Such Employer change will not constitute a break in the continuation of employee service for the period of severance pay. In the event of such transfer, employees' severance pay will not be paid. Severance pay is granted under the conditions specified under Paragraphs A, B, C, D and E above. However, in the event the new Employer does not want to take over employees with all their rights and obligations, the former Employer will affect severance pay pursuant to Paragraphs A, B, C, D and E above. However, in the event such employees are reemployed, the period for which severance pay has been affected will in no way be taken into consideration in subsequent computation of severance pay.

## SECTION EIGHT

### SPECIAL PROVISIONS

#### **ARTICLE 38 - LABOR HEALTH AND SAFETY**

The Employer will abide by its obligations and responsibilities with respect to labor health and safety legislation.

#### **ARTICLE 39 - EFFECTIVE DATE AND DURATION OF AGREEMENT (HAB Decision Number E.2022/436, K.2022/538 dated 24 November 2022)**

This enterprise Collective Labor Agreement is effective 1 April 2022 through 31 March 2024 for a period of two years.

#### **ARTICLE 40 - SPECIAL CONDITIONS FOR TURKISH LANGUAGE AND CULTURE TEACHERS**

A. Provisions of this Collective Labor Agreement, other than those special provisions set forth below, will be applicable to Turkish Language and Culture teachers (including coordinators and teacher-librarians) employed or to be employed at the US Forces schools in Turkey.

##### B. School Year

a. The school year, curriculum and school calendar to be determined and established by the Director of US Forces schools in the European Region will apply to Turkish Language and Culture teachers.

b. The school year includes one week after the last school day and one week before the beginning of the orientation week.

##### C. Work Periods, Holidays and Overtime

a. The regular daily and weekly tours of duty of teachers covered by this Collective Labor Agreement will be determined and scheduled by the School Principal with which they are employed, based on the functional needs and not to exceed maximum daily and weekly tours of duty established by this Collective Labor Agreement.

b. Teachers agree, in advance, to work on national and general holidays, except on the first days of Sugar and Sacrifice Festivals, as deemed appropriate by the School Principal. No additional payment will be made to teachers as their wages cover for these days as if they have worked on these days.



c. In the event a teacher performs overtime, payment for overtime will be for any period above the 45-hours regular weekly tour of duty, irrespective of the number of hours of work performed each day. In the event a teacher works on the weekly day of rest, due to school schedule, he will be not given any additional payment for the work on such weekly day of rest but a day off for rest at another day of the week.

D. The summer recess period for teachers is the period not covered by the school year mentioned under Paragraph B.a above, and is equal to the summer recess of the school. Teachers will be under regular pay status during summer recess. If services of teachers are required for conduct of special projects, wages for the hours they actually work will be twice the normal hourly rate of pay.

E. Teachers who are entitled to paid annual leave will be granted paid annual leave during Christmas, spring and summer recess periods, as scheduled and determined by the School Principal, and in compliance with law.

F. Assignments and Promotions

a. Teachers with less than two full school years of experience with the US Forces schools in Turkey will be hired at CT-5 grade and those having over two full school years of experience with the US Forces schools in Turkey will be hired at CT-4 grade.

b. Teachers (to be hired and who have less than two full school years of experience) will be hired at hourly rate of pay equal to the entry level rate plus six "seniority" increases, and will be subject to provisions of Article 20 of this Collective Labor Agreement for the seventh and subsequent "seniority" increases. The teacher who completes two full years of experience satisfactorily, as established by the report of the School Principal, will be promoted to CT-4 grade effective from the beginning of the month following the date of completion of two years of experience.

c. Pay grades for coordinators and teacher-librarians will be determined pursuant to applicable standards and current practices.

**TEMPORARY ARTICLE 1 -**

**(HAB Decision Number E.2022/436, K.2022/538 dated 24 November 2022)**

A. Employees who were members of the party union and separated from the worksites between 1 April 2022 effective date and the signing date of this Collective Labor Agreement for purposes of drawing old age, lump-sum, disability or retirement pay from the funds and institutions with which they were affiliated; or female employees who separated for reasons of marriage; those separated for regular military service; those whose employment agreements were terminated by the Employer pursuant to Article 17 and 25 of Labor Law #4857 (except for those instances shown in Paragraph II of Article 25 of the same law); and those who terminated their employment agreement pursuant to Article 24 of the same law, and legal heirs of those employees who died will be paid all rights and entitlements related to Collective Labor Agreement differences to be computed based on the rates prescribed by this Agreement less

previous payments made for the period between the effective date and the date of separation or the date of death.

B. Article 20.C.a of this Collective Labor Agreement will be implemented for all employees whose employment agreements have continued between the effective date and the signature date of this Collective Labor Agreement.

C. All provisions (including wage scales and social rights) of this Collective Labor Agreement will be implemented to those employees who are hired on or after 1 April 2022, as from the date they become union member or start paying solidarity dues to the Union.

D. Only those employees who, on the date of signature of this Collective Labor Agreement, are employed under permanent employment status for indefinite period and have completed probationary period will benefit from the implementation of all-in-one-go payment of all four quality of life payments. All other employees will not benefit from this right. As a result of implementation of all-in-one-go quality of life payment, no further quality of life payment will be affected to any employee. As an exception to the above, and specific to the aforesaid all-in-one-go, those employees who have not completed probationary period on the signing date of this collective labor agreement will be paid the total of \$2,000 quality of life payment upon completion of the probationary period. For employees to be hired after the effective date of this Collective Labor Agreement, this amount will be paid in proportion to the time they worked.

E. Retroactive entitlements arising for the period that elapsed from the effective date to the notification date of Collective Labor Agreement will be paid 1 (one) month from the notification date of this Decision to the work site. All payments which were previously made and which are the basis for such retroactive entitlements will be deducted.

#### **TEMPORARY ARTICLE 2 -**

Employees who were separated or terminated previously (excluding terminations under Article 25/II of Labor Law #4857), if they apply, will be put on the referral list for employment in their line of occupation or previous job classification and will be provided an opportunity for a job interview. When such employees are rehired and later separated, their severance pay will be computed only for the period starting from the date of the last appointment

#### **TEMPORARY ARTICLE 3 -**

**(HAB Decision Number E.2022/436, K.2022/538 dated 24 November 2022)**

The Employer agrees to evaluate request for separation of those employees outside the job classifications but working at the worksite where a reduction-in-force is to be affected. The final decision to include those employees in addition to volunteers stipulated in Article 35 of the Collective Labor Agreement rests with the Employer. After the evaluation, a decision not to include does not constitute any reason for an employee or the Union to claim for an unfair treatment.

#### **TEMPORARY ARTICLE 4 -**

Employees identified for reduction-in-force but not yet separated by 39<sup>th</sup> Air Base Wing Command, VECTRUS, KBR and AAFES-EUR-TURKEY will be considered, upon their written application, for transfer to vacant positions based on their qualifications with either of enterprises specified above within the same locality, on condition that the Employer who has the vacancy selects the employee. Such transfers will not be considered a break in service and no severance or notice pay will be affected due to this reason.

#### **TEMPORARY ARTICLE 5 -**

Employees who are eligible to retire or who are currently employed at the worksites while drawing old-age pension from another social security institution may request their employment agreements be terminated through lump-sum payment for the notice period, for the duration of the Collective Labor Agreement. In the event the Employer agrees to such an employee request, the employee who is separated will lose the right for reemployment at the worksites of 39<sup>th</sup> Air Base Wing Command, AAFES, VECTRUS and KBR (or the follow-on contractor) within a period of one year after the date of separation.

#### **TEMPORARY ARTICLE 6 -**

Regarding the implementation of Article 21, in the first year of the 28<sup>th</sup> Term Enterprise Collective Labor Agreement, only the October 2022 and January 2023 bonuses will be paid, since the April 2022 bonus and the bonuses for Ramadan Festival and the Sacrifice Festival have already been paid. In the second year of the Collective Labor Agreement, the bonus payment plan in Article 21 will be applied.

This Collective Labor Agreement consists of 40 articles, 6 temporary articles and 2 appendices, and it was arranged by making necessary corrections within the framework of the decision of the Presidency of the High Arbitration Board of the Republic of Turkey, Number E.2022/436, K.2022/538, dated 24 November 2022, along with the articles agreed upon in the collective agreement negotiations by parties.

#### **APPENDIX 1: (HAB Decision Number E.2022/436, K.2022/538 dated 24 November 2022)**

Employees' hourly wages and wage scales in effect on 1 April 2022 will be regulated by parties by applying issues like betterment and wage increases IAW article 20 of this Collective Labor Agreement.

WAGE SCALES

No. 102

(45 hour workweek)

Seniority Increase

<u>Pay Grade</u>	<u>Entrance</u>	<u>Up to 7th</u>	<u>From 7th</u>
	<u>Rate of Pay</u>	<u>Increase</u>	<u>Increase</u>
	<u>TL/Hour</u>	<u>TL/Hour</u>	<u>TL/Hour</u>
CT-9	78.01	1.82	1.94
CT-8	80.86	1.82	2.09
CT-7	85.27	1.92	2.09
CT-6	90.12	1.92	2.68
CT-5	93.39	1.94	2.68
CT-4	95.78	1.94	3.02
CT-3	101.19	2.09	3.58
CT-2	106.61	3.42	4.36
CT-1	126.66	4.11	5.46
FM-5	72.42	1.72	1.92
FM-4	74.80	1.82	1.94
FM-3	76.61	1.82	2.09
FM-2	78.01	1.92	2.09
FM-1	81.54	1.92	2.68
FMA-5	74.74	1.82	1.94
FMA-4	77.08	1.82	2.09
FMA-3	78.46	1.92	2.09
FMA-2	80.54	1.92	2.09
FMA-1	84.46	1.92	2.68
M-5	70.33	1.72	1.82
M-4	72.42	1.72	1.92
M-3	73.68	1.72	1.92
M-2	75.57	1.82	1.94
M-1	79.14	1.82	2.09

Effective: 1-Apr-22

## **APPENDIX: 2**

**(HAB Decision Number E.2022/436, K.2022/538 dated 24 November 2022)**

### **DISCIPLINARY ACTIONS**

#### **A. GENERAL PRINCIPLES**

a. The attached table sets forth a list of offenses and corresponding disciplinary sanctions. Sanctions will be imposed in sequence starting with the least severe sanction. Disciplinary sanctions stipulated in the attached table will be executed in consonance with Article 35.C.d of the Collective Labor Agreement. However, all sanctions will be executed in consonance with Article 35.C.a of the Collective Labor Agreement in situations where sanction of the offense is termination of employment agreement.

b. If an employee has committed a disciplinary offense for which he received the most severe sanction other than termination and commits the same offense again in one year as of the date of last offense, termination of employment contract may be decided.

c. If an employee commits an offense not listed in the table, the Employer will determine the closest related offense. Sanction for closest related offense will be discussed pursuant to the procedures set forth in Article 35 of the Collective Labor Agreement.

d. An employee will not receive two sanctions simultaneously for the same offense.

e. All wage deductions will be deposited pursuant to Article 38 of Labor Law #4857. Wage deductions will be based on employee's hourly rate of pay in effect at the time the offense is committed.

f. For the purpose of determining whether a particular offense has been previously committed, an offense that resulted in a reprimand will not be considered a previous offense if more than 2 (two) years have elapsed since the reprimand.

g. A disciplinary sanction in the form of "Reprimand to Termination" includes wage cuts in the amount equal to or less than the maximum legally permissible amount (currently 2 days.)

h. Failure to receive attendance incentive premium is not a wage cut and, therefore, not a disciplinary sanction. Accordingly, an unauthorized absence can result in loss of premium and/or imposition of a disciplinary sanction.

i. All references made in this addendum pertaining to "TERMINATION" of employment agreement will include termination actions under Article 25/II (generally indicated as termination without notice) together with Article 17 of Labor Law #4857.

j. Provisions of this appendix will be in effect upon signing of the new Collective Labor Agreement. This appendix will not be implemented retroactively.

**B. OFFENSES AND DISCIPLINARY SANCTIONS**

<b>OFFENSE</b>	<b>1st Offense</b>	<b>2nd Offense</b>	<b>3rd Offense</b>
1. Tardiness without excuse less than 30 minutes	Reprimand	Reprimand to one-day wage cut	One-day wage cut to two-day wage cut
2.a. Tardiness without excuse for more than 30 minutes	Reprimand to one-day wage cut	One-day wage cut to two-day wage cut	Two-day wage cut to termination
2.b. Leaving the job without permission for 30 minutes or more	Reprimand to one-day wage cut	One-day wage cut to two-day wage cut	Two-day wage cut to termination
2.c. Late return from lunch for 30 minutes or more	Reprimand to one-day wage cut	One-day wage cut to two-day wage cut	Two-day wage cut to termination
2.d. Unauthorized absence of less than eight hours	Reprimand to one-day wage cut	One-day wage cut to two-day wage cut	Two-day wage cut to termination
3. Unauthorized and without excuse absence for one-day	One-day wage cut	Two-day wage cut	Two-day wage cut to termination
4.a. Unauthorized and without excuse absence for two consecutive days	Two-day wage cut to termination	Two-day wage cut to termination	Two-day wage cut to termination
4.b. Unauthorized and without excuse absence of three days in a month	Two-day wage cut to termination	Two-day wage cut to termination	Two-day wage cut to termination
5.a. Reporting to work under influence of alcoholic beverage	Two-day wage cut	Two-day wage cut to termination	
5.b. Drinking, selling or transferring alcoholic beverages at work	Two-day wage cut to termination	Termination	
6.a. Possessing, using, transferring or selling illegal drugs at workplace	Termination		
6.b. Reporting to work under influence of illegal drugs	Termination		
7. Engaging in activity other than assigned duties during duty hours without permission	Reprimand to one-day wage cut	One-day wage cut to two-day wage cut	Two-day wage cut to termination
8. Using employer tools, equipment or computers for other than official duties without permission	Reprimand to one-day wage cut	One-day wage cut to two-day wage cut	Two-day wage cut to termination

**B. OFFENSES AND DISCIPLINARY SANCTIONS**

<b>OFFENSE</b>	<b>1st Offense</b>	<b>2nd Offense</b>	<b>3rd Offense</b>
9. Rude or boisterous play, discourteous conduct or acts which adversely affect production, discipline or morale	Reprimand to one-day wage cut	One-day wage cut to two-day wage cut	Two-day wage cut to termination
10. Use of abusive or offensive language or quarreling with supervisors or co-workers	Reprimand to one-day wage cut	Two-day wage cut	Two-day wage cut to termination
11. Loafing or sleeping on duty or malingering	Reprimand to one-day wage cut	One-day wage cut to termination	Two-day wage cut to termination
12. Gambling or involving in gambling while on duty	Reprimand to termination	One-day wage cut to termination	Two-day wage cut to termination
13.a. Failure to follow safety instructions	Reprimand to one-day wage cut	One-day wage cut to two-day wage cut	Two-day wage cut to termination
13.b. Failure to follow safety instructions when failure may result in serious bodily injury, loss of life or major property damage	One-day wage cut to termination	One-day wage cut to termination	Two-day wage cut to termination
14. Violating security or secrecy rules of the workplace	Termination		
15. Making false official statements for purpose of financial or any other gain	Reprimand to termination	Two-day wage cut to termination	Two-day wage cut to termination
16. Making false, malicious or irresponsible statements against employer, other employees or supervisors	Reprimand to one-day wage cut	Two-day wage cut to termination	Termination
17. Theft, actual or attempted	Reprimand to termination	Two-day wage cut to termination	
18.a. Fighting, threatening or attacking another	Reprimand to two-day wage cut	Two-day wage cut to termination	Termination
18.b. Insulting, threatening or attacking supervisors or injuring someone else	Reprimand to termination	Two-day wage cut to termination	Termination
18.c. Sexually harassing or molesting co-workers, supervisors or their family members at workplace	Reprimand to termination		

**B. OFFENSES AND DISCIPLINARY SANCTIONS**

<b>OFFENSE</b>	<b>1st Offense</b>	<b>2nd Offense</b>	<b>3rd Offense</b>
19. Delay or failure to carry out assigned work in reasonable period of time	Reprimand	One-day wage cut to two-day wage cut	Two-day wage cut to termination
20. Insubordinate defiance of authority, refusal to comply with proper orders, wanton disregard of directives or insolence	Reprimand to termination	One-day wage cut to termination	Two-day wage cut to termination
21. Loss of, damage to, unauthorized use or damage of employer's property			
a. If employee agrees to pay	Reprimand to one-day wage cut	Reprimand to two-day wage cut	One-day wage cut to two-day wage cut
b. If employee declines to pay damages	One-day wage cut to termination	Two-day wage cut to termination	Termination
22.a. Careless workmanship or negligence	Reprimand to one-day wage cut	One-day wage cut to two-day wage cut	Two-day wage cut to termination
22.b. Which results in possible or actual damage to employer property or possible or actual danger to co-workers	One-day wage cut to termination	One-day wage cut to termination	Two-day wage cut to termination
23. Smoking, using matches or similar flame or spark producing items at or near locations which are at a high risk for fire or explosion	Reprimand to one-day wage cut	Reprimand to two-day wage cut	Two-day wage cut to termination
24. Non-compliance with traffic regulations while driving on duty	Reprimand to one-day wage cut	Reprimand to two-day wage cut	Two-day wage cut to termination
25. Engaging in political initiatives and actions at workplace which disrupt labor peace and job security	Termination		
26.a. Illegal purchase or possession of duty free goods by employees who work in retail stores where these goods are stored or sold	One-day wage cut to two-day wage cut	two-day wage cut to termination	Termination
26.b. Unauthorized purchase or sale of duty free goods	Termination		
27. Failure to comply with Inspection and Control Regulation	Reprimand to one-day wage cut	One-day wage cut to two-day wage cut	Two-day wage cut to termination



**B. OFFENSES AND DISCIPLINARY SANCTIONS**

OFFENSE	1st Offense	2nd Offense	3rd Offense
28. Misleading employer, at the time of execution of employment agreement, by falsely claiming to possess qualifications or conditions concerning an essential feature of employment agreement although not having possessed as such, or by making false statements or giving incorrect information	Reprimand to termination		
29. Committing offense at workplace entailing imprisonment of seven days or more without parole	Termination		
30. Intentionally, materially or electronically damaging computer; intentionally infecting virus: hacking; accessing pornographic sites or gambling over Internet	Reprimand to termination	Reprimand to termination	Reprimand to termination
31. Downloading and using unauthorized software or programs; infecting virus	Reprimand to one-day wage cut	Reprimand to two-day wage cut	Termination
32. Upon proof of quit of employment with former employer before expiration of employment agreement or without complying with notice requirement, thus causing damage to employer	Reprimand to Termination		

In this table, if the property damage mentioned in Item 21a is caused to a government vehicle by a driver whose fault at 5/8 or higher rate is established by traffic accident report due to violation of rules and if the same accident occurred for a third time, employment agreement of the employee can be terminated.

As an interim sanction, 1<sup>1/2</sup> day wage cut (=11.5 hours) is doable for offenses punishable by a two-day wage cut.