



**REPUBLIC OF TURKEY
PROCEDURES AND PRINCIPLES FOR THE
EMPLOYMENT OF
THE ADMINISTRATIVE STAFF OF YAŞAR
UNIVERSITY**

**CHAPTER ONE
General Provisions**

Aim

ARTICLE 1- (1) The aim of these procedures and principles is to regulate the working conditions, rights, duties and responsibilities of the administrative staff employed in **Yaşar University** and the personnel policies and principles applicable to them. The provisions of the Labor Law and other laws, regulations and procedures and principles concerning work life are reserved.

Scope

ARTICLE 2- (1) These procedures and principles apply to the administrative staff of **Yaşar University** who work as full-time, part-time, on definite or indefinite term contract.

Basis

ARTICLE 3- (1) These procedures and principles are determined by the provisions of the Higher Education Law No. 2547 and the provisions of the Higher Education Legislation as well as the Labor Law no. 399. and the Article 399 of Turkish Code of Obligations.

Definitions

ARTICLE 4 – (1) In these procedures and principles;

- a) Personnel refers to: the employees who work as full-time, part-time, on definite or indefinite term contract,
- b) University refers to: **Yaşar University**,
- c) Workplace refers to: the workplace or workplaces which belong to **Yaşar University**,
- d) Relatives refer to: children, parents, siblings and children of siblings.

Policy and Principles

ARTICLE 5 – (1) With these procedures and principles;

- a) Internal and external in-service training programs are implemented by the institution in accordance with the training needs to be determined at every level in order to ensure the development of the personnel.
- b) Promotions and appointments shall be made primarily within the institution, taking into account performance evaluation criteria and taking into consideration equality in opportunity.
- c) The performance evaluation of the personnel is carried out on the basis of the achievement of the targets determined at the beginning of the period and the competencies.
- d) Task definitions and performance criteria are based on the document for all positions and are used mainly in the performance evaluation of personnel.

CHAPTER TWO

Administrative Organization of The University

Structure of Administrative Organization

ARTICLE 6 – (1) The Administrative Organization of The University consist of the following units:

- a)** Secretary General
- b)** Head of Department
- c)** Coordinatorship
- c)** Deputy Secretary General’s Office
- d)** Unit Directorates

(2) Current staff titles in the administrative structure of the university are as follows.

- a)** Secretary General,
- b)** Department Head,
- c)** Coordinator,
- c)** Deputy Secretary General,
- d)** Unit Director,
- e)** Faculty/Institute/Academy Secretary,
- f)** Chief,
- g)** Expert,
- h)** Officer,
- i)** Secretary,
- I)** Technician
- j)** Janitor.

(3) The Secretary-General is the head of the administrative organization of the university and makes recommendations to the Rector on the personnel to be appointed. In case of need, restructuring of existing units with new units to be formed in case of need, the plans and recommendations prepared by the Secretary General regarding the personnel to be assigned to the units shall be submitted to the approval of the President of the Board of Trustees by the Rector.

(4) Administrative structure and related assignments approved by the President of the Board of Trustees are announced by the General Secretariat with the signature of the Rector.

CHAPTER TWO

Recruitment

General Qualifications

ARTICLE 7 – (1) The general qualifications required for the personnel to be recruited at the university are:

- a)** Being a Turkish citizen (if deemed necessary, the institution may decide on the employment of foreign nationals),
- b)** Being over the age of 18,
- c)** Having completed his military service (employment of the ones whose military service is delayed is subject to the approval of the Rectorate),
- ç)** Not being convicted of a disgraceful crime or not being condemned to a severe criminal offense restricting public rights,
- d)** Having the health condition the job requires,
- e)** Being successful in the interview and/or the exam,
- f)** Not being more than 35 years old for tasks other than those which require specialization.

Acceptance of Application and Recruitment

ARTICLE 8 – (1) The process that is generally followed in the evaluation of job applicants is explained below:

a) Acceptance Of Application: Anyone who wants to work at the university and who is accepted as a candidate can deliver his/her current resume by hand. In addition, they can send their resumes to insankaynaklari@yasar.edu.tr by e-mail or by submitting their application on the internet by filling in the Administrative Staff Job Application Form.

b) Permanent Staff: For administrative positions, the relevant directorates carry out annual permanent staff operation and send them to the office of the Secretary General. The operation is submitted to the approval of the Board of Trustees of the University.

c) Position Request: For approved administrative positions, the approval of the Rector's Office is obtained from the relevant Directorates for the positions mentioned in the "Personnel Request Forms". The requests of staff can be put on hold by the Rector's Office.

c) Interview and Assessment: For approved positions, Human Resources Directorate starts the evaluation process by classifying the appropriate applications. The relevant department Manager is present in the interview of the administrative staff. Candidates who are deemed eligible at the end of the first interview are taken to the second interview with a higher relevant authority to which the relevant Directorate is affiliated. During the interview, the "Job Interview Evaluation Form" is filled in and the interviewees indicate their opinions on the form.

d) Reference Checks: For the person who is considered as a candidate, information is obtained from the workplaces where he/she worked before and from the persons he/she has provided as reference.

e) Employment (Approval): The result of the evaluation is submitted to the approval of the Rectorate by the Secretary General by obtaining the opinion of a higher authority to which the related Directorate is affiliated. Following the approval of the employment, employment procedures of the candidates shall be completed by the relevant Directorates within the framework of the provisions of the Labor Law and the Social Security Law in force.

Re-Employment of the Personnel who Resigned

ARTICLE 9 – (1) The personnel who leave Yaşar University as a result of the termination of the employment contract or by resignation after receiving their payment of severance and notice shall not be re-employed in principle. However, those who provide great benefits in their employment may be re-employed upon the decision of the Rectorate and upon the approval of the President of the Board of Trustees.

Employment of the Relatives

ARTICLE 10 – (1) Candidates who are not related to the academic/administrative staff working at the university are preferred in the employment process.

Probationary Period

ARTICLE 11 - (1) In accordance with the Labor Law, the hired personnel are subject to a probationary period of 2 (two) months. During the probationary period, the employer or the employee may terminate the service contract without compensation and without notice. The remuneration and other rights of the personnel are reserved for the working days.

Type of Employment Agreement

ARTICLE 12 – (1) Full or part-time, definite or indefinite term contracts can be made with the recruited personnel. Certain fixed-term service contracts are contracted in writing even if the duration is less than one year.

CHAPTER THREE

Normal and Overtime Working

Normal Working Times

ARTICLE 13 – (1) According to the Labor Law, the weekly working time of the staff is 45 hours at most. The start and end of daily work is 08.30 am-18.00 pm. For the personnel employed as janitor staff, the working hours are 07.30 am-17.30 pm. For the personnel employed as security guard staff, the working hours are 08.00 am-16.00 pm, 16.00 pm -23.00 pm, 23.00 pm-08.00 am alternately. Working hours of white-collar employees who work at the Health, Culture and Sports Department are 8:30 am-18:00 pm, 14:00 pm-23:00 pm on weekdays and 9:00 am-18:00 pm on weekends alternately.

Implementation of weekly working time divided by equal or unequal working days, employing the personnel according to shift order when necessary, daily starting, rest break and finishing of work hours of staff is regulated by the proposal of the Secretary General and the approval of the Rectorate. The Rectorate may change the start and end of working hours if desired. When a change is made to these periods and the implementation is started according to the equalization period; starting, finishing and rest hours are announced to the personnel.

(2) When the weekly working time is unevenly divided, the weekly working time is distributed to workdays, not to exceed eleven hours per day and in this case, the weekly average working time cannot exceed 45 hours during the two-month equalization period. The implementation of a weekly working time of less than 45 hours does not constitute a vested right.

(3) The personnel working on the part-time employment contract and the part-time working principles are obliged to be present at the University during the specified working hours, and to perform the tasks specified in the job description. However, if he/she is absent from work for any reason, he/she is obliged to declare a valid excuse with a substitutive document to the Directorate to which he/she is affiliated to. In case of absenteeism, wages of these days shall not be paid.

Compensatory Work

ARTICLE 14 – (1) In the cases of stopping work and teaching due to compulsory reasons, holidays before or after national holidays or general holidays, or working under normal working hours in the workplace for similar reasons, or if the employee is on leave upon his/her request, the employer may carry out compensatory work for periods not worked within two months. These studies shall not be considered as overtime work.

(2) Compensatory work may not exceed three hours a day, provided that it does not exceed eleven hours per day. No compensatory work can be done on holidays.

Rest Breaks

ARTICLE 15– (1) Personnel with a daily working time of 7.5 hours, are given a break of half an hour, personnel with a daily working time of more than 7.5 hours of work is given a break of one-hour. The hours between 12.00 pm and 13.00 pm are the lunch break at the university.

(2) As a rule, all staff working in the same unit are given a break at the same hours. According to the necessity of the work in the units required, the breaks may be taken in turns or the break period may be divided and taken intermittently. The break period is not counted as the working time.

Overtime Work

ARTICLE 16 – (1) When it is decided by the employer to work overtime and to continue the operations on holidays, the personnel can be employed for over 45 hours per week according to the conditions specified in the Labor Law. The staff accepts to comply with the overtime work to be performed by the Rectorate in advance.

(2) If the personnel are planned to work overtime in advance, the "*Overtime Work Planned Assignment Notification Form*" related to the overtime work is filled in and approved by being signed by the unit director and a higher director.

(3) The overtime working hours are written on the "*Overtime Work Assignment Notification Form*" and approved and signed by the unit director and a higher director.

- (4) For the calculation of overtime, periods less than half an hour are counted as half an hour and periods exceeding half an hour are counted as one hour.
- (5) If the overworking personnel wishes to, he/she may use one hour and thirty minutes as free time for each hour they work overtime instead of the surcharge.
- (6) The staff uses the free time they deserve within six months, within the working hours and without any deduction in the fee.
- (7) It is essential that the free time permit is determined by the University. The employer may allow the staff to use their free time leave periods on its own motion.
- (8) The monthly salaries paid to the personnel at the Manager or upper stage of the Manager shall include an average of 270 hours of overtime working hours per annum as specified in Article 41 of the Labor Law.

CHAPTER FOUR

Holidays and Leaves of Absence

General Holidays

ARTICLE 17 – (1) National holidays and general holidays are listed below.

- a) New year
holiday: The
day of
January 1st,
- b) Ramadan Feast:
3.5 days starting from 13.00 pm on the day of eve,
- c) Feast Of Sacrifice:
4.5 days starting from 13.00 pm on the day of eve,
- c) National Sovereignty and Children's
Day: On April 23rd,
- a) Labor and Solidarity Day:
On May 1st,
- b) Disabled Week:
The first day of the week of May 10th-16th,
- c) Commemoration of Atatürk, Youth and
Sports Day: On May 19th,
- g) Victory Day: On
August 30th,
- h) World Disabled Day: (includes the personnel working in the disability quota as per the relevant
law) On December 3rd,
- f) National Holiday (Republic Day):
1.5 days from October 28th, 13.00 pm.

Working and Fee on Holidays

ARTICLE 18 – (1) When the university decides to continue its activity on general holidays, the staff will also accept working on these days. The monthly wage paid to the staff includes national holidays and general holiday fees and weekends. There is no additional fee for the specified holidays.

Right to Paid Leave and Duration

ARTICLE 19 – (1) Among the personnel who have worked for at least one year in the workplaces of the University, including the legal probationary period, who have completed one-year service period on the basis of their actual starting day of employment;

- a) if the service period is 1 to 5 years (including five years), the paid annual leave is 14 days,
- b) if the service period is more than 5 years (6 years) and less than 15 years (14 years), the paid annual leave is 20 days,
- c) if the service period is 15 years (including 15

years) or more, the paid annual leave is 26 days.

(2) The annual paid leave period for the personnel at the age of 50 (fifty) and over cannot be less than 20 (twenty) days.

(3) The “week holidays”, “national holidays and general holidays”, which coincides with the leave periods in the calculation of the annual paid leave days, are not taken into account. Off Saturdays are counted as working days in terms of paid leave. In the case of entitlement to annual paid leave, except for the actual days worked, some time periods set out in Article 55 of the Labor Law shall be taken into consideration in cases where these periods are deemed as actual working hours even if the personnel did not actually work. However, for reasons other than the ones specified in Article 55, in case of absenteeism, a period of one service year is completed and then the personnel is entitled to the annual leave.

(4) The other paid or unpaid leaves given by the employer and sick leaves that fall on the period of resting or leave cannot be deducted from the annual leave.

(5) Medical leaves given to the personnel by the occupational physician up to two (2) days, are counted as working days.

Using Annual Leave In Parts

ARTICLE 20 – (1) The right to annual paid leave must be granted by the employer in a continuous manner. According to the requirements of the job, annual leave periods may be granted by dividing up to a maximum of three (3) parts, provided that one part is not less than ten (10) days by mutual agreement of the parties.

Taking Annual Leave

ARTICLE 21 – (1) The employee submits the dates he/she wishes to use his/her annual leave to the Unit Manager by filling out the "Leave Request Form" and obtains the necessary approvals before taking the leave. Requests for the separate use of the annual leave are also indicated in the Leave Request Form. If the requests coincide with the same date, priority is given to seniors in the workplace.

(2) Pursuant to Article 53 of the Labor Law, it is essential that the annual paid leave is granted within the year of service after being entitled to annual leave.

(3) The employer may allow the staff to use their annual leave periods on its own motion.

(4) The employer may decide to suspend the work on the working days which coincide with the days before or after national, religious or general holidays, provided that this working day is accounted of the personnel's annual leave.

(5) The Unit Managers must inform the Rectorate in writing of the person who will act as a deputy during his/her annual leave, prior to his/her leave.

Being Called Back to Work and Getting Back to Work

ARTICLE 22 – (1) In annual leave, the procedures for being called back to work and getting back to work are as follows;

a) The personnel who take annual paid leave can be called back to work when necessary. If the personnel who is using his/her leave elsewhere is called back to work and he/she wants to go back to that place again, the road expenses can be paid to him/her provided that he/she submits the related documents.

b) The personnel shall be on duty on the first working day following the expiration of the leave period and sign the annual leave book which is kept by the Human Resources Department confirming that he/she took his/her leave.

(2) Personnel who get sick during the leave period and who receive a report from Social Security Institution shall inform the Director of the unit to which they are affiliated within 48 hours at the latest and also have to bring the certificate of rest and incapacity to work to the Accounting and Personnel Directorate. The annual paid leave of the personnel who received the certificate of rest and incapacity to work from the official institution is considered to be over from the beginning date of the report, and the personnel is considered on sick leave until the working date specified in the report.

Legal Paid Leave (Marriage, Birth, Death Leave)

ARTICLE 23 - (1) Personnel is;

- a) granted a leave of three (3) days in the case of marriage,
- b) five (5) days in the case that his wife gives birth,
- c) three (3) days in the case of the death of his/her mother, father, spouse and children or siblings (first degree relatives).

Casual Leave

ARTICLE 24 – (1) The personnel may be entitled to a paid casual leave for up to five (5) business days during one calendar year, or hourly, due to illness or accident of his/her spouse, children, parents and siblings or witnessing and other legal acts in which he/she has to appear in person and similar valid reasons.

(2) In the treatment of personnel's child who has a disability rate of %70 or a chronic illness, a paid casual leave for a period of up to 10 days may be granted collectively or in parts, provided that it is used on the basis of a medical report and by only one personnel.

(3) The reasons for the leave are specified in the form of leave and the personnel are not allowed to take administrative leave except for the stated reasons.

(4) The above leave days shall not be deducted from the annual paid leave.

(5) Casual leaves shall not be taken combined with the annual leave.

(6) In addition, the personnel with a valid excuse may be granted a leave in accordance with the provisions of compensatory work in Article 12.

CHAPTER FIVE

Wages

Wages and Time of Payment

ARTICLE 25 – (1) The wage to be paid to the new employees is recommended by the Department of Financial Affairs and approved by the Rectorate.

(2) Wage rises are determined annually by the recommendation of the Rectorate and with the approval of the University Board of Trustees.

(3) Wages are paid as of the last day of the working month.

a) Personnel are paid on the amount determined by the employment contract.

b) Payments made to monthly wage-receiving employees include the fees of weekends, national holidays and general holidays other than the working days. There is no additional fee for off-holidays.

(4) All kinds of payments to be made to the personnel and the related figures indicate "gross or net" amount according to the type of payment.

Temporary Incapacity

ARTICLE 26 – (1) In the case that the personnel who receives a medical report due to illness or accident who does not work due to maternity, establishes a right, he/she shall be paid the benefit for temporary incapacity.

(2) Personnel who receive medical report from Social Security Institution due to illness or work accident shall inform the Director of the unit to which they are affiliated within 48 hours at the latest and also have to bring the certificate of rest and incapacity to work to the Accounting and Personnel Directorate.

(3) Those who do not comply with the notification requirements mentioned above are deemed to be absent due to not taking office and legal action is initiated accordingly.

CHAPTER SIX

Additional Payments and Welfare Benefits

Condition of Implementation

MADDE 27– (1) Additional payments and welfare benefits in this section apply to all staff working full-time and permanent.

Food Allowance

ARTICLE 28 – (1) Staff are provided with free lunches on full-time working days. In the event that a meal service is not provided to the personnel working or doing overtime at the University on holidays, the food allowance is paid to the staff in the case that they paid for it in exchange for the receipt/invoice.

Child Allowance

ARTICLE 29 – (1) The staff is given child allowance every month according to the conditions and the amount determined by the provisions of the personnel regulation of the state.

(2) Child allowance shall be paid only to one of the spouses.

Subsistence Allowance (AGI)

ARTICLE 30 – (1) In order to benefit from the subsistence allowance stated in Article 32 of the Income Tax Law No.193, which was revised in 01.01.2008, the Human Resources Department requests the personnel to fill out the "Family Status Notification Form" when he/she starts the work. According to the applicable law, the Subsistence Allowance is applied on the basis of the minimum wage at the beginning of the calendar year in which the wage is obtained. In the determination of the amount of Subsistence Allowance, marital status and family status of the taxpayer at the time of receipt of income is taken as basis. In every new change to the spouse or child status which is subject to allowance, the employer/vice principal shall be notified in advance by the staff themselves with a new form.

(2) In the application of the allowance, the term "child" refers to the children who are under the age of 18 or children who are studying and are under the age of 25 and are taken care of (including those who are given alimony, those who are adopted, and grandchildren who live with the taxpayer and have lost their father or mother) by the taxpayer, the term "spouse" refers to the person with whom the taxpayer is married.

Travel Allowance

ARTICLE 31 – (1) A service vehicle to work can be provided to the personnel by the employer. The amount of monthly travel allowance is paid for the personnel employed as the cleaning staff, the security guard and the driver staff, in the amount determined by the Department of Financial Affairs.

Transportation Costs of the Personnel

ARTICLE 32 – (1) In the case that the personnel is decided to be transferred by the employer from one location to the other, the transportation costs of the personnel, family members and belongings shall be paid in exchange for the invoice.

CHAPTER SEVEN

Termination of the Contract of Employment

Fixed-Term Employment Contract

ARTICLE 33 – (1) Based on the fixed term service contract in the workplaces of the university, the employment relation of the working personnel ends automatically at the end of the prescribed period without any warning and notice by the parties.

(2) However, the employer may terminate the contract unilaterally within the term of the contract by giving one (1) month notice. The employee may also terminate the contract if he/she wishes to quit the job during the term of the contract, provided that he or she gives notice in writing at least one (1) month in advance. The party that does not comply with these obligations agrees and undertakes to pay three (3) times the sum of the last gross salary and the wages received by the employee.

Employment Contract of Indefinite Duration

ARTICLE 34 – (1) The Employer or the Employee may terminate the employment contract of indefinite duration in accordance with the notice periods stated in Article 17 of the Labor Law.

(2) Notice periods are:

- a) 2 weeks for those who has been working for less than six months,
- b) 4 weeks for those who has been working for six years-one and a half year,
- c) 6 weeks for those who has been working for one and a half years-three years,
- d) 8 weeks for those who has been working for more than three years.

(3) The party that does not comply with the notification requirement has to pay compensation for the notice period.

(4) The employer may terminate the employment contract of indefinite duration by paying the fee for the notification periods in advance.

Rightful Termination

ARTICLE 35 – (1) The employer or the employee may terminate the contract of indefinite or definite duration on the basis of justified reasons provided in the Labor Law.

Age Limit and the Termination of the Contract of Employment

ARTICLE 36 – (1) A working age limit has been adopted in order to establish a rational age order in terms of the personnel working at the university and to open up an opportunity to take part in higher levels.

(2) Employment contract of 55 years old staff who became entitled to receive pension (retired pay) in directorate staff and sub-staff and 60 years old staff above the directorate staff shall be terminated in accordance with the notification requirement.

(3) However, the termination of the service contract of the personnel who are in key positions in both groups or whose accumulation of knowledge is to be utilized can be delayed by reviewing each year.

Severance Pay

ARTICLE 35 – (1) University shall give severance pay to the personnel for their seniority until the entry into force date of the Law related to severance payment fund in accordance with the provisional article 6 of the Labor Law, in the event of termination of the employment contract envisaged in the Labor Law No. 4857 or the death of personnel.

CHAPTER EIGHT Responsibilities and Rewarding

Responsibilities

ARTICLE 37 – (1) Responsibilities are as follows;

a) Responsibility of Attention, Efficiency and Performance at Work

aa) The personnel is obliged to perform the works with caution that he/she has undertaken with the employment contract. The personnel are responsible for the damages to the University as a result of intent, negligence and lack of attention.

ab) The personnel is responsible for distribution of the work assigned to him/her to the subordinates and completing it on time, and fulfilling the instructions given by their chiefs, to their best abilities.

ac) The personnel shall commit to maintain their best work performance and productivity determined in accordance with the requirements of the job and the its qualities indicated, no less than those working in the same or similar jobs.

b) Responsibility to Comply with Workplace Regulations

The staff is obliged to comply with the principles and rules of the University regarding the administration, harmony, discipline, safety and cleanliness of the University and all the regulations adopted.

c) Responsibility of Returning Tools and Equipment

The personnel must use the documents, photos and copies given to him/her only for work. The personnel is obliged hand over all kinds of documents, correspondence, files and copies of these together with the tools and equipment debited and used in their jobs to the authorized representative of employer in the event of change of job or the termination of employment.

c) Care Liability in Behaviors and Relationships

The personnel must work in harmony with colleagues and supervisors in the workplace, have positive human relations with authorized persons or official bodies which have a professional relation to the University, fulfill his/her duties as required and within the prescribed time. The personnel cannot make insulting and political statements about his/her employer.

d) Confidentiality Obligation

The personnel is obliged to keep the socially, personally (related to work environment and colleagues), commercially (such as the data in health files, wages paid to employees) data (such as the balance sheet, profit and loss statement) learned with regard to the institution, duty and colleagues and not to share it with third parties, whether or not it relates to his duty, while the employment relation continues or terminated.

The relevant rules of compensation law due to the damages and employment legislation for discipline shall be applied to the personnel, if this liability is not followed.

e) Responsibility for Paying Regard to Interests of University

Personnel is obliged to protect the interests of the university and the work they are carrying out and to avoid all kinds of behaviors that harm these interests.

Personnel can not use the facilities and tools provided for the use of the university for their specific purposes and interests.

f) Prohibition of Second Job

Full-time employees cannot work at the workplaces of natural or legal persons, cannot carry out commercial activities, cannot take additional duties, or practice self-employment, even outside working hours. However, exceptional circumstances are subject to the appreciation and permission of the employer. In case of any other behavior, the employer may terminate the employment contract unilaterally and without notice.

g) Responsibility for Notifying Personal Information and Changes

The personnel is obliged to inform and give timely information about the personal matters, matters of family or relatives and the documents which are the basis of any changes in the family, marital and address status and the rights and obligations that are established in the contracts or procedures and principles. The employer is authorized to use the personal data he/she holds.

g) Transfer of Intellectual Property

The powers of rights of publicity right of drawings, designs, projects and ant other intellectual property, patent, utility model related to the works, and right to publicize with the tools of replication, spreading, representation, tracking and share, sign sound and/or image transfer tools, and other rights belong to the employer, pursuant to the second paragraph of Article 18 of the Law on Intellectual and Artistic Works.

Rewarding

ARTICLE 38 – (1) Personnel are subject to the provisions of "Yaşar University Anniversary Of Foundation Celebration Ceremony and Science, Unity and Success Awards".

CHAPTER NINE Disciplinary Provisions

Disciplinary Offenses and Penalties

ARTICLE 39 – (1) The Personnel is obliged to work in accordance with work discipline and order of the workplace and abstain from acts and behaviors contrary to discipline and order in performing their duties, in the workplace and their relationships with their colleagues or their superiors, students and parents.

(2) The acts and behaviors that constitute disciplinary offenses and the disciplinary penalties to be imposed are regulated by the Disciplinary Procedures and principles that the personnel are obliged to comply with.

(3) Personnel are subject to "Disciplinary Procedures and Principles for the Administrative Staff of Yaşar University" in terms of discipline.

Disciplinary Penalties and Right to Terminate

ARTICLE 40 – (1) The immediate termination right of the University is reserved if the behaviors which are subject to disciplinary action constitute a reason under the Labor Law Art.25/II.

(2) The University can terminate the indefinite term service contract on the grounds of the valid reason according to Article 18 of the Labor Code without imposing another penalty and preserving the situations covered by article 25/II of the Labor Law, if the personnel who received a penalty does not correct his/her behavior and repeats inappropriate behavior although the opportunity to correct his/her behavior was given.

CHAPTER TEN Committees

Occupational Health and Safety Committee

ARTICLE 41 – (1) An Occupational Health and Safety Committee is established in the workplace according to the provisions of Article 22 of the Occupational Health and Safety Law No. 6331.

Disciplinary Committee

ARTICLE 42 – (1) A Disciplinary Committee is established in accordance with the Disciplinary Procedures and Principles to propose to the employer the sanctions to be applied to the employees who show non-compliance with the rules of workplace and employment legislation.

Leave Committee

ARTICLE 43 – (1) In accordance with the Regulation of Annual Paid Leave, a leave committee consisting of a sufficient number of members is established, including at least one employer or vice principal, two people representing the employees.

CHAPTER ELEVEN Different and Final Provisions

Change of Work and Workplace

ARTICLE 44 – (1) The staff member shall be assigned temporarily or permanently by the administration of University without consent, to the workplace of the University in the same province or other provinces or jobs whose title and qualification is similar in the workplace. Personnel are obliged to comply with the specified assignments.

Requests and Complaints

ARTICLE 45 – (1) The staff member submits his/her requests and complaints in writing to the related unit directorate. Unless a result is received this way, the subject is transferred to the Secretary General.

Health Services

ARTICLE 46 – (1) If the personnel become sick in the workplace, he/she applies to the occupational physician for examination and if necessary, he/she is referred to the facilities of Social Security Institution.

Personal Files

ARTICLE 47 – (1) The personal file is kept in the Human Resources Department for each personnel. The documents which the person is obliged to present when entering the University, job application, interview evaluation forms, assignment, assignment/promotion, rewarding, leave, correspondence and documents related to disciplinary penalties are the main elements of personal files.

(2) The confidentiality of personal files is essential. These files are kept in the Human Resources Department.

Discharge and Quittance

ARTICLE 48 – (1) Every employee whose employment contract is terminated has to certify that he/she is discharged, against signature from the units. In addition, the personnel who will quit the job by the Accounting and Personnel Directorate shall receive a "quittance" from the institution declaring

that his/her claims are fully paid against signature.

Provisions of Procedures and Principles

ARTICLE 49 – (1) The provisions of these procedures and principles are the annexes of the contracts of the personnel working in the workplace at the date of entry into force and the personnel employed after the effective date.

(2) Changes to be made by the University on these principles and procedures and the new provisions to be added to the principles and procedures shall bind the personnel unless they are contrary to the labor legislation.

Notification

ARTICLE 50 – (1) Any announcement to be made to the personnel shall be made in writing. The notifications made to the e-mail address given to the personnel by the institution are also formal.

Executive Power

ARTICLE 51- (1) These procedures and principles are executed by the Rector of Yaşar University.

Effective Date

ARTICLE 52 – (1) These principles and procedures shall enter into force on 19.01.2015, which is the date of approval by the Rector of the University and announcement at the workplace and to all relevant personnel.

*In cases of any discrepancy, Turkish version of this document shall apply.

Adopted on 26.05.2015