



**REPUBLIC OF TÜRKİYE  
MINISTRY OF INDUSTRY AND TECHNOLOGY**

**TÜRKİYE GREEN INDUSTRY PROJECT  
Component-3**

**LABOR MANAGEMENT PROCEDURES (LMP)**

**FEBRUARY 2023**

## TABLE OF CONTENT

1. INTRODUCTION.....	3
2. OVERVIEW OF THE LABOR USE ON THE PROJECT .....	3
2.1. Type of Workers .....	3
2.2. Workforce Characteristics .....	4
2.3. Timing of Labor Requirements .....	4
3. ASSESSMENT OF KEY POTENTIAL LABOR RISKS .....	4
3.1. Project Activities.....	4
3.2. Key Labor Risks .....	6
4. BRIEF OVERVIEW OF LABOR LEGISLATION: TERMS AND CONDITIONS .....	7
4.1. Forced Labor and Child Labor .....	7
4.2. Wages and Deductions.....	8
4.3. Working Hours.....	9
4.4. Rest Breaks.....	9
4.5. Leaves .....	9
4.6. Overtime Work.....	10
4.7. Labor Disputes.....	11
4.8. Freedom of Association .....	11
4.9. Non-Discrimination and Gender Equity.....	11
4.10. Collective Dismissal.....	12
5. BRIEF OVERVIEW OF LABOR LEGISLATION: OCCUPATIONAL HEALTH AND SAFETY .....	12
6. RESPONSIBLE STAFF .....	14
7. POLICIES AND PROCEDURES .....	15
8. AGE OF EMPLOYMENT.....	16
9. TERMS AND CONDITIONS .....	16
10. GRIEVANCE MECHANISM.....	16
11. CONTRACTOR MANAGEMENT.....	18
ANNEX 1: SAMPLE CODE OF CONDUCT .....	20

## 1. INTRODUCTION

This Procedure describes the requirements with regard to labor and working conditions applicable during the Türkiye Green Industry Project (Component-3) which will be financed by the World Bank, managed and supervised by Ministry of Industry and Technology (MoIT). It aims to promote fair and equitable labor practices for the fair treatment, non-discrimination and equal opportunity of workers. It aims to protect project workers' rights and ensure the management and control of activities that may pose labor-related risks.

This procedure describes the requirements and expectations in terms of compliance, reporting, roles and responsibilities, monitoring and training with respect to labor and working conditions. This procedure is adopted by MoIT and will be apply to all project workers. It describes how MoIT will comply with the requirements of World Bank Environmental and Social Standard 2 (ESS 2), "Labor and Working Conditions", and with Turkish labor, employment and occupational health and safety laws.

The LMP enables identify main labor requirements and risks associated with it, and help the Borrower to determine the resources necessary to address labor issues. The LMP is a living document, which is initiated early in project preparation, and is reviewed and updated throughout development and implementation of the project.

## 2. OVERVIEW OF THE LABOR USE ON THE PROJECT

It is expected to be this project will provide technical assistance and capacity building for MoIT (DG of Industry) and finance the establishment of a Project Implementation Unit (PIU) to manage the implementation of project activities. The exact number of project workers which will be engaged in relation to the project is, currently, not known yet. It will be determined in the later stage.

### 2.1. Type of Workers

ESS2 categorizes the workers into: direct workers, contracted workers, community workers and primary supply workers. The Project's workforce will include direct workers, contracted workers (recruited by third parties such as consultants), and primary supply workers. The Project will engage the following categories of project workers as defined by ESS2:

**Direct workers:** Direct workers will include MoIT employees in supervising and technical roles, who will work directly in relation to the project. MoIT employees are civil servants and they are subject to national Civil Servants Law and Occupational Health and Safety (OHS) laws. ESS2 provisions on Occupational Health and Safety (OHS), prohibition of child and forced labor will also apply to MoIT staff. The estimated number of direct workers would be appx. 20 staff from technical and financial departments of Directorate General of Industry (DGI) of MoIT. MoIT also could be hire independent consultants under individual contracts, with specific definition of assigned tasks and responsibilities. These will include specialized experts who have vast experience in different areas. The external professionals/experts planned to be hired within the scope of the project are as follows:

- Project Manager
- Project Manager Assistant
- Procurement Specialist
- Financial Manager
- Communication Specialist
- Monitoring and Evaluation Specialist

- Social and Environmental Specialist

**Contracted workers:** Contracted workers will be engaged or employed by third parties' i.e. contractors, sub-contractors and service providers/consultants needed for project implementation and these imply professionals and support staff provided by the Contractor or Consultants or by any Sub-Contractor or Sub-Consultants assigned to perform the Services or any part thereof. Workers engaged by consultancy services for needs assessment, capacity building, organization of workshops, trainings, and other meetings are expected to be required for project implementation. This LMP will also apply to contracted workers and they will be subject to Turkish Labor Code requirements.

**Community workers:** Community workers will not be engaged under the Project.

**Primary suppliers:** Primary supply workers will be workers of firms who on ongoing basis, provide directly to the project goods or materials essential for the core functions of the project. Primary suppliers will not be engaged under the Component 3 of the Project.

## 2.2. Workforce Characteristics

All employees working in the General Directorate are subject to the general legislation about civil servants. "Law on Civil Servants" (Law no. 657) is the main legislation that includes policies and procedures regarding civil servants employed in the public sector. All of the core employees in the General Directorate are civil servants. Overall Labor Statistics of the DG of Industry is given below.

**Table 1.** Total Number of Staff in DG of Industry

<b>Overall Labor Statistics</b>			
<b>Indicator</b>	<b>Men</b>	<b>Women</b>	<b>Total</b>
Number of Employees	119	58	177
Number of Core Employees (e.g. secretaries, tellers, accountants) Hired by Third Parties	0	0	0
Number of Managerial Positions	13	1	14
Average employee length of service	9,65	10,67	10,19
Annual turnover rate (%)	3,36	10,34	5,65

## 2.3. Timing of Labor Requirements

The direct workers will be civil servants working in the MoIT and hired experts/professionals. They will work throughout the project period in line with the envisaged activities. Timing for involvement of contracted workers will be determined at later stages. It is planned that external experts will be hired within the first six months of the project.

## 3. ASSESSMENT OF KEY POTENTIAL LABOR RISKS

### 3.1. Project Activities

This project is designed to accelerate the green transformation in Industry and thus intensify decarbonization efforts. The total budget of the Türkiye Green Industry Project which will be carried out by MoIT with the support of the World Bank, has been determined as 450 million USD. The project duration is five years and the project partners are MoIT, KOSGEB and TUBITAK. The project consists of three components.

Under Component-1; 265 million USD loan will be provided by KOSGEB for green transformation activities of SMEs. With the loan in question, renewable energy, resource efficiency, waste management, circular economy, etc. The activities to be carried out by industrial enterprises in thematic areas will be supported. The component will support manufacturing SMEs to adopt green transformation plans to increase resource efficiency. The component will raise awareness among SMEs about current and future sustainability requirements in local and export markets, potential technologies to improve firm sustainability and their expected impact on firm performance, and recommended standards for green sustainability (such as international green product certification). The component will provide loans to finance SMEs' plans for upgrading their machinery, acquiring new technologies, obtaining technical assistance, green certifications and/or other interventions to facilitate the transition to more resources.

In scope of the Component-2, 160 million USD loan will be provided by TÜBİTAK for projects related to green transformation. The second component will target any firm engaged in green innovation activities involving the development of new green technologies, products or processes in Türkiye or other markets. Support for green start-ups, SMEs or large firms or firm consortiums will include R&D, prototype development, standards development, and new product or process development that contribute to green production or higher energy and/or resource efficiency. The component will provide credit for companies to implement green R&D activities, upgrade new or existing machines, licensing new technologies, hiring R&D personnel, obtaining technical assistance, prototypes, patent application, developing/approving green standards, etc.

The Ministry of Industry and Technology (MoIT) will be responsible for the general management of the Project and will manage the sub-components (SCs) foreseen below with a budget of 25 million USD under the Component-3:

- SC-1 Project Management
- SC-2 Needs Analysis
- SC-3 Capacity Development
- SC-4 Green Industry Academy
- SC-5 Green Tracking System
- SC-6 Promotion and Dissemination

The general objectives of the activities to be carried out under Component-3 are as follows:

- Analyzing the needs for green transformation in industry (by sector and technology).
- Define the green technology taxonomy.
- To develop the institutional capacities of the project partners and stakeholders.
- To improve the capacity of the manufacturing sector by training certified green transformation experts in the manufacturing industry and sub-sectors.
- To design the infrastructure for «Green Industrial Enterprise» certification.
- To develop green transformation indicators at the sectoral level and to establish an information management system that monitors the green transformation of the industry.
- To raise awareness at the national level about green transformation.

The aim of Component-3 is to lay the institutional foundation for the implementation of the national green transition agenda, support MOIT in developing new strategies and policies on green transition of industry (legislation, support mechanisms, market surveillance), and support the overall project management. The component will include six key activities, which are described below.

SC-1: Project management (US\$4.9 million). MoIT DGI will establish a Project Implementation Unit (PIU) to manage the implementation of project activities in collaboration with partners and stakeholders. PIU activities will include coordinating among partners to maximize the benefit to industrial firms, establishing and managing a monitoring and evaluation mechanism for project activities, managing external audits for the project, and recruiting required technical and fiduciary experts to manage component/project activities.

SC-2: Analysis of industrial decarbonization potential and needed technologies (US\$2.65 million). The activity will focus on analyzing the needs for green transformation in key industrial sectors, develop a green technology taxonomy for relevant activities, and determine carbon emission reduction potential in these industries, following a series of assessment studies. The result of these assessments will support the government in identifying key green technology needs to support the industrial firms decarbonization.

SC-3: Institutional development and capacity building (US\$2.95 million). The activity will develop the institutional capacities of the project partners and stakeholders in green transition competencies. This will include capacity building, study visits, awareness activities, and technical assistance to MoIT experts and project partners. The result of these actions will promote the national agenda for green transformation, enhance the competencies of local experts, and establish a roster of green transformation assessors and consultants, to create a critical mass of facilitators and practitioners of the green transition approach.

SC-4: Green industry academy (US\$5.7 million). This activity will train and certify specialized green transformation experts, to support the green transition of firms. This will include developing specialized curriculum and training materials, establishing a digital training portal, establishing competency-based certification and accreditation system, and developing a database of green transformation experts and green firms. These actions will facilitate sharing global practices in green energy, resource recycling, green production, and green value chains. As a sustainable result of this activity, certified experts in green transformation will continue to assist industrial enterprises after the closing of the project.

SC-5: Green industry tracking system (US\$4.3 million). This activity will establish a framework for green transformation indicators and an information management system, to monitor green transformation of industrial activities. This activity will include establishing a digital infrastructure and database, link them with relevant government entities, monitor results on a regular basis, and establish an excellence award framework to acknowledge green transformation achievers. It will also include an impact assessment to assess the impact of reimbursable grants on industrial firms.

SC-6: Promotion and dissemination (US\$4.5 million). This activity will raise the awareness at the national level about green transformation priorities and disseminate results to industrial firms and stakeholders. This activity will include developing a communications and outreach strategy for green transformation, establishing and managing a website and social media accounts for the project, and organizing a series of promotional and communication activities. The results of this activity will include improved awareness about green transformation by stakeholders and improved national visibility of key public efforts.

### **3.2. Key Labor Risks**

Given the relatively small work force and nature of employment and no construction activities to be supported by the Component-3, no major labor risks are envisaged. The activities under Component-

3 will provide technical assistance and capacity building for MoIT The key labor risks are limited and are considered to be as follows:

- Risk of non-application of terms and conditions of employment (e.g. hours of work, overtime, benefits remuneration, termination of employment; disciplinary measures and grievance procedures)
- Risk of discrimination and lack of equal opportunity in the workplace
- Delays in project-related activities
- Change of project workers during the ongoing project
- Occupational health and safety risks in an office setting
- Limited financial literacy capacity
- Lack of project experience

#### **4. BRIEF OVERVIEW OF LABOR LEGISLATION: TERMS AND CONDITIONS**

The workers in Türkiye are managed and protected under a comprehensive labor framework. The Constitution, the Code of Obligations, and the Labor Law govern individual labor relations. There are two laws regulate collective relations: Law on Trade Unions and Collective Bargaining Agreements, also known as the “Union Law”, (No. 6356) and Law on Civil Service Trade Unions and Collective Bargaining Agreements (No. 4688).

International treaties also are an important source of Turkish labor law. Secondary laws and regulations, covering issues such as leave, working hours, overtime work, minimum wage, benefits (maternity, paternity, sick leave, etc.), and communiques and circulars published relevant authorities define the application of laws. Briefly, the following national legislation in Türkiye regulate the terms and conditions of employment in Türkiye:

- Constitution of the Republic of Türkiye
- Labor Law (No. 4857)
- Civil Servants Law (No. 657)
- Law of Obligations (No. 6098)
- Law on Trade Unions and Collective Labor Agreements (No. 6356)
- Law on Civil Service Trade Unions and Collective Bargaining Agreements (No. 4688)
- Occupational Health and Safety Law (No. 6331)
- Social Insurance and General Health Insurance Law (No. 5510)
- Law on the Work Permit for Foreigners (No. 6735)
- Labor Courts Law (No. 7036)

Türkiye has also ratified majority of the ILO conventions, including but not limited to conventions on equal treatment of employees, gender equality, child labor, minimum wage, forced labor, OHS, right of association and collective bargaining.

##### **4.1. Forced Labor and Child Labor**

Turkish Labor Law does not cover forced labor issues. However, the Constitution of the Republic of Türkiye, Article 18 prohibits forced labor. *“No one shall be forced to work. Forced labor is prohibited. Work required of an individual while serving a sentence or under detention provided that the form and conditions of such labor are prescribed by law; services required from citizens during a state of emergency; and physical or intellectual work necessitated by the needs of the country as a civic obligation shall not be considered as forced labor.”*

Article 80 of the Penal Code penalize human trafficking and Art. 117 penalize violation of the freedom to work and labor.

Turkish Labor Law sets the minimum age at which a child can be employed as well as the conditions under which children can work (Article 71, Chapter 4). The minimum employment age is 15, but in certain cases of vocational training, mild work may be allowed for 14-year-olds. According to Turkish Labor Law, Article 73, Boys under the age of 18 and women irrespective of their age must not be employed on underground or underwater work like in mines, cable-laying and the construction of sewers and tunnels.

Also, there is a Regulation named, The Regulation on the Procedures and Principles of Employment of Children and Young Workers, for determine the principles of working and to prevent economic exploitation of children and young workers without jeopardizing their health and safety, physical, moral and social development or education.

Türkiye has ratified the ILO Convention No. 29 on Forced Labor, ILO Convention No. 105 on Abolition of Forced Labor, ILO Convention No. 123 on Minimum Age (Underground Work) and ILO Convention No. 138 on Minimum Age.

#### **4.2. Wages and Deductions**

A labor agreement (employment contract) will determine the form and amount of remuneration. Turkish Labor Law Article 32-62, the Wages and its remuneration section is described wage payment and deduction.

Article 32 of the Labor Code defines “wage” in general terms, as the amount of money to be paid in cash by an employer or by a third party to a person in return for work performed by him. Remuneration will be paid at least once a month. Without discrimination, each employee has a right to demand remuneration for the work they conduct. The salary of an employee cannot be lower than the minimum wage amount which is determined by the state and redefined two times every year. There is a national minimum wage that applies to all employees in Türkiye.

Under Article 39 of the Labor Code, the minimum wage is determined and revised by the related commission of the Ministry of Labor and Social Security twice every year.

Pursuant to Article 34 of Law No: 4857 (Turkish Labor Law) any worker whose wage is not paid within twenty days as of the date of wage payment except for a force major may abstain from fulfilling his/her working liability. Even if the non-fulfilment of working liabilities for this reason based on personal decisions of workers gains a collective character numerically, this shall not be considered as a strike. The highest interest rate applied for deposits shall be applied for wages not paid on due date.

The labor contracts of such workers shall not be terminated, new workers shall not be admitted in their places and their works shall not be assigned to other persons for not working due to this reason.

Pursuant to Article 38 of Law No: 4857 (Turkish Labor Law) The employer shall not exercise wage deduction penalty for the worker for reasons other than those specified in the collective contract or labor contract.

The deductions to be made from worker's wages as penalties should be immediately informed to the worker along with reasons thereof. Such deductions from worker wages shall not exceed two daily



wages in a month or two days' earning of the worker in wages paid per piece or per the amount of work performed.

### **4.3. Working Hours**

According to the Turkish Labor Law (Article 63), the working period shall be maximum forty-five hours in a week. Unless otherwise agreed, such period shall be applied by equally assigning it to working days of the week.

The normal weekly working period may be differently assigned to working days of the week, on the condition that it does not exceed eleven hours a day, upon agreement of the parties. In this case, the average weekly working period of the worker shall not exceed normal weekly working period within a time period of two months. The compensation period may be increased by up to four months through collective labor contracts (Article 63).

The workers shall be informed of the starting and ending times of daily working periods as well as of break times. Starting and ending times of the working period may be arranged differently for workers, according to the nature of the work (Article 67).

### **4.4. Rest Breaks**

The employees are allowed to take a rest for a minimum of twenty-four hours (weekly rest day) without interruption within a seven-day time period, provided they have worked up to 45 hours on the days preceding the weekly rest day. By law, employers do not have the right to deduct this weekly rest from the employees' salaries.

According to the Turkish Labor Law, Article 68, states that employees entitled to a rest break, the duration of which varies depending on the working hours.

- 15 minutes of break, when the work lasts 4 hours or less,
- 30 minutes of break, when the works lasts longer than 4 hours and lasting up to 7.5 hours,
- 1 hour of break, when the works lasting more than 7.5 hours.

Arrangements for breaks will be made according to the local traditions and requirements of the work. Breaks shall not be reckoned with in working period.

### **4.5. Leaves**

According to the Turkish Labor Law, Article 53, employees who have completed a minimum of one year of service in the establishment since their recruitment, including the trial period, shall be allowed to take annual leave with pay. The minimum leave period according to the length of service of the employee has been set in the Labor Law as follows;

- 1 to 5 years (included) - 14 working days
- 5 to 15 years - 20 working days
- 15 years (included) or longer - 26 working days

The Law stipulates that paid annual leave may not be less than 20 days for employees under the age of 18 or over the age of 50. In case of marriage, birth and death of a relative, employees have the right to leave for rest. National holidays, weekly rest days and public holidays which coincide with the

duration of annual leave may not be included in the annual leave period. These shall not be counted in the leave period in calculating the days of annual paid leave.

Paid leaves for employees have been defined; casual leaves such as birth, death, marriage up to 5 days, and sick leave taken to care for a sick relative until 40 days, maternity leave (until 16 weeks) and also military service.

According to Civil Servant Law, civil servants who have served for less than 10 years (included 10 years) have 20 days of annual leaves and those who have served for more than 10 years have the right of 30 days annual leave.

Paid leaves for civil servants have been defined in the Law as; 20- 30 days for annual leave, sick leaves up to 36 months, casual leaves (such as birth, death, marriage up to 7-10 days, and sick leave taken to care for a sick relative until 6 months. Unpaid leaves for civil servants are as follows; maternity leave (until 24 months), leave for training abroad, (until 4 years), military service, leave taken as a result of the spouse's change of job or due the characteristics of his/her job (during the time of employment), optional leave taken upon the request of the employee (until one year), sick leave taken to care for a sick relative (until 18 months).

According to the Turkish Labor Law, Article 74 and Civil Servant Law, Article 104, in principle female employees must not be engaged in work for a total period of sixteen weeks, eight weeks before confinement and eight weeks after confinement. In case of multiple pregnancy, an extra two-week period shall be added to the eight weeks before confinement during which female employees must not work. However, a female employee whose health condition is suitable as approved by a physician's certificate may work at the establishment if she so wishes up until the three weeks before delivery. In this case the time during which she has worked shall be added to the time period allowed to her after confinement.

According to Labor Law, if the female employee so wishes, she shall be granted an unpaid leave of up to six months after the expiry of the sixteen weeks, or in the case multiple pregnancy, after the expiry of the eighteen weeks indicated above. This period shall not be considered in determining the employee's one year of service for entitlement to annual leave with pay.

Female employees shall be allowed a total of one and a half hour nursing leave in order to enable them to feed their children below the age of one. The employee shall decide herself at what times and in how many instalments she will use this leave. The length of the nursing leave shall be treated as part of the daily working time.

According to Civil Servant Law, If the female employee so wishes, she shall be granted an unpaid leave of up to 24 months. A female civil servant is given three hours of breastfeeding leave in the first six months and one and a half hours a day in the second six months following the end of the postpartum maternity leave period to breastfeed her child. The preference of the female officer is essential regarding the hours and how many times a day the maternity leave will be used.

#### **4.6. Overtime Work**

As per Article 41 of the Labor Law, works which exceed forty-five hours a week are defined as overtime. Wages for each hour of overtime shall be remunerated at one and a half times the normal hourly rate. An employer may request employees to work overtime. The employee's consent shall be required for overtime work. Total overtime work shall not be more than two hundred seventy hours in a year. If the employee who has worked overtime or at extra hours so wishes, rather than receiving

overtime pay she/he may use, as free time, one-hour and thirty minutes for each hour worked overtime and one hour and fifteen minutes for each extra hour worked. The employee shall use the free time to which she/he is entitled within six months, within his/her working time and without any deduction in her/his wages.

#### **4.7. Labor Disputes**

The Labor code of Turkish includes provisions that allow workers to resolve disputes in cases where there is a disagreement between the employer and the employee over the essential terms and conditions of a labor agreement or other aspects of work. Such disagreement will be resolved in compliance with the Law on Mediation in Civil Disputes, numbered 6325, and According to the Turkish Labor Law, Article 20.

The employee who alleges that no reason was given for the termination of his/her employment contract or who considers that the reasons shown were not valid to justify the termination must apply to a mediator in accordance with the provisions of the Labor Courts Law. If an agreement cannot be reached at the end of the mediation activity, a lawsuit can be filed in the labor court within two weeks from the date of the last report. If the parties agree the dispute may also be referred to a private arbitrator instead of the labor court.

The burden of proving that the termination was based on a valid reason shall rest on the employer. However, the burden of proof shall be on the employee if he claims that the termination was based on a reason different from the one presented by the employer. The court must apply fast-hearing procedures and conclude the case within two months. In the case the decision is appealed, the Court of Cassation must issue its definitive verdict within one month.

#### **4.8. Freedom of Association**

Workers and public servants have different union legislation. Workers were covered by the Unions and Collective Agreements Law No. 6356 (dated on 07.11.2012, Official Gazette No. 28460). There are four types of collective agreements regulated by local law: workplace collective bargaining agreement, enterprise collective agreements, group collective agreements and framework agreements. A workplace agreement is created for a workplace, while an enterprise level agreement is created for more than one workplace in the same industry, owned by the same employer. A group collective agreement can be created between a trade union and an employers' union for workplaces in the same industry, owned by different employers.

#### **4.9. Non-Discrimination and Gender Equity**

According to Article 10 of the Turkish Constitution, "everyone is equal before the law without distinction as to language, race, color, sex, political opinion, philosophical belief, religion and sect, or any such grounds". The article also states that "men and women have equal rights. The State has the obligation to ensure that this equality exists in practice. Measures taken for this purpose shall not be interpreted as contrary to the principle of equality".

Additionally, according to Article 61 of the Turkish Constitution, "The State shall protect the widows and orphans of martyrs of war and duty, together with invalid and war veterans, and ensure that they enjoy a decent standard of living. The State shall take measures to protect the disabled and secure their integration into community life. The aged shall be protected by the State. State assistance to, and other rights and benefits of the aged shall be regulated by law. The State shall take all kinds of measures for social resettlement of children in need of protection. To achieve these aims the State

shall establish the necessary organizations or facilities, or arrange for their establishment.” This article obliges the State and its organs to implement the principle of equality and if it has to make positive privileges in some cases in order to ensure equality among the workers within the characteristics of the Labor Law, these implementations shall not be considered as contrary to the principle of equality.

Article 5 of the Labor Law of Türkiye regulates the prohibition of discrimination in employment. According to that article “no discrimination based on language, race, sex, political opinion, philosophical belief, religion and sex or similar reasons is permissible in the employment relationship. Except for biological reasons or reasons related to the nature of the job, the employer must not make any discrimination, either directly or indirectly, against an employee in the conclusion, conditions, execution and termination of his/her employment contract due to the employee’s sex or maternity”. The same article also serves as a base for the principle of equal pay for equal value of work by stating that “differential remuneration for similar jobs or for work of equal value is not permissible”.

According to the Article 125 of the Law no. 657 on Civil Servants, “to discriminate against language, race, gender, political thought, philosophical belief, religion and sect in the performance of the duty, and to engage in behaviors targeting the benefit or harm of individuals” constitute a disciplinary action.

#### **4.10. Collective Dismissal**

According to the Labor Law 14857 Article 29, when the employer contemplates collective terminations for reasons of an economic, technological, structural or similar nature necessitated by the requirements of the enterprise, the establishment or activity, she/he shall provide the union shop-stewards, the relevant regional directorate of labor and the Public Employment Office with written information at least 30 days prior to the intended lay-off. A collective dismissal occurs when,

- in establishments employing between 20 and 100 employees, a minimum of 10 employees; and
- in establishments employing between 101 and 300 employees, a minimum of 10 percent of employees; and
- in establishments employing 301 and more workers, a minimum of 30 employees, are to be terminated in accordance with Article 17 on the same date or at different dates within one month.

Turkish Labor Code (No. 4857) is to large extent consistent with the ESS2 requirements. Türkiye ratified all the four Core ILO Conventions and OHS ILO Conventions. The main gap with ESS2 is related to the grievance mechanism for workers. While the national legislation provides for Labor Courts to raise labor rights concerns, the Labor Code does not include any regulation regarding to workplace grievance mechanism.

The Labor Code includes provisions to ensure contracted workers are paid, however, it does not include provisions regarding the selection, management and monitoring of contractors with regard to ESS2 requirements. Though, Labor Code applies to the types of workers who would be considered as contracted workers under ESS2 definition.

#### **5. BRIEF OVERVIEW OF LABOR LEGISLATION: OCCUPATIONAL HEALTH AND SAFETY**

The OHS Law No.6331 of Türkiye aims to regulate the duties, authority, responsibility, rights and obligations of employers and workers in order to ensure occupational health and safety at workplaces and to improve existing health and safety conditions. The Law applies to all works and workplaces in

both public and private sector, employers of these workplaces and their representatives, all workers including apprentices and interns regardless of their field of activity.

However, there are several activities and persons which the Law is not applicable to. These are activities of the Turkish Armed Forces, the police and the Undersecretary of National Intelligence Organization, except those employed in workplaces such as factories, maintenance centers, sewing workshops etc., intervention activities of disaster and emergency units, domestic services, persons producing goods and services in their own name and on their own account without employing workers and prison workshop, training, security and vocational course activities within the framework of improvements carried out throughout the enforcement services for convicts and inmates. Project workers including direct and contracted workers of the project are subject to this law. The law stipulates and enforces employers to provide employees with a safe and healthy working environment and to inform workers of the potential risks their jobs may present to their health and safety. The overview below provides key aspects of legislation which relates to the items set out in ESS2.

The employer is obliged to ensure the health and safety of the employees related to the work performed, including:

- Taking necessary action to prevent occupational risks, including training and information provision, the organization, provision of necessary tools and equipment and making occupational health and safety measures appropriate to the changing conditions.
- Monitoring, controlling and ensuring compliance with occupational health and safety measures taken in the workplace.
- Performing periodic risk assessments.
- Taking into consideration the employee's suitability in terms of health and safety when assigning tasks.
- Taking necessary measures to ensure that employees other than those who are given OHS information and instructions are not allowed to enter the places where there is life and special danger.

Similarly, the employees are obliged not to jeopardize the health and safety of others and perform duties in accordance with the training and support they receive about occupational health and safety and the instructions of the employer. The basic obligations of the employees in accordance with the training and instructions given by the employer are as follows:

- Operate machinery, equipment, tools, equipment, hazardous goods, transportation equipment and other production tools in the workplace in accordance with the rules, to use their safety equipment correctly, and not to remove them arbitrarily.
- Proper use and protection of personal protective gear and equipment provided.
- Immediately notify the employer or employee representative when encountering a serious and imminent danger in terms of health and safety in the machinery, equipment, tools, equipment, facilities and buildings in the workplace and if deficiency in protection measures noticed.
- Cooperate with the employer and employee representative to eliminate any deficiencies and contradictions determined by the competent authority for inspection.
- Cooperate with the employer and employee representatives to ensure occupational health and safety in their area of duty.

The law stipulates the following on the OHS training of workers:

- The employer shall ensure that each worker receives safety and health training. This training shall be provided on recruitment, in the event of a transfer or a change of job, in the event of a change in equipment or introduction of any new technology. The training shall be adapted to take account of new or changed risks and repeated periodically if necessary.
- Workers' representatives shall be entitled to appropriate training.
- Workers failing to present documents to prove that they have received vocational training on their job might not be employed in jobs classified as hazardous and very hazardous which require vocational training.
- Workers who have had occupational accident or disease shall receive additional training on reasons for the accident or disease, ways to protect themselves and safe working methods. Furthermore; workers who are away from work for any reason for more than six months shall receive refresher training before return to work.
- Workers from outside undertakings and/or enterprises might not start to be employed in jobs classified as hazardous and very hazardous unless they can present documents to prove that they have received appropriate instructions regarding health and safety risks.
- The employer who is the party to temporary employment relationship shall ensure that the worker receives training on health and safety risks.
- Trainings mentioned in the law may in no circumstances bring financial burden to workers. Time spent on trainings shall be deemed as actual work time. In case the time allocated for trainings exceeds weekly working hours, hours worked in excess of weekly working hours shall be considered as overtime.

## 6. RESPONSIBLE STAFF

**The MoIT Project Implementation Unit (PIU):** Under the MoIT DG of Industry, a Project Implementation Unit (PIU) will be established responsible for coordination and management of the project. The PIU will be staffed with individual consultants possessing specialized skills in the areas of procurement, financial management (FM), environmental and social management, and IT. MoIT PIU will be responsible for providing the key oversight of the project to set up ESF requirements in accordance with this LMP, designed based on national laws and the World Bank Environmental and Social Standard on Labor and Working Condition (ESS2).

MoIT PIU will be responsible for the following:

- Oversee the implementation of this LMP and ensure regular project monitoring, and reporting,
- Update this Procedure when necessary in the course of preparation, development and implementation of the Project,
- Keeping records of recruitment and monitoring the employment process of workers to ensure that it is carried out in accordance with this LMP and national labor law,
- Monitoring the compliance of contractors, with these labor management procedures,
- Monitoring that OHS standards are met in the workplaces in accordance with the national occupational health and safety legislation
- Ensure that the grievance mechanism for project workers is established and implemented and that workers are informed of it,
- Monitoring the training of project workers on OHS, and prevention of sexual exploitation and abuse (SEA) and sexual harassment (SH) issues
- Monitoring the implementation of the Code of Conduct
- Monitoring and report on the implementation of workers' grievance mechanism

## 7. POLICIES AND PROCEDURES

For civil servants involved in project operations, regardless of whether they work full time or part time, terms and conditions of their existing contracts or appointments in the public sector shall apply. Policies and procedures for this Project aim to achieve objectives of ESS2 and compliance with national labor and OHS laws.

- All project workers shall have employment contracts in writing, including a description of conditions of employment. Workers will sign the employment contract. Terms and conditions of employment will be available at work sites.
- Workers are entitled to a regular salary, as well as to compensation of salary for periods of absence from work or specific conditions of work such as overtime work, work on holidays, weekend, etc.
- Workers shall have a rest period during working hours, weekly rest and annual holidays as prescribed under the law.
- The employment of project workers will be based on the principles of non-discrimination and equal opportunity. There will be no discrimination with respect to any aspects of the employment relationship, such as recruitment, compensation, working conditions and terms of employment, access to training, promotion or termination of employment.
- Recruitment procedures will be transparent, public and non-discriminatory with respect to ethnicity, race, religion, sex, disability, political beliefs, and other grounds included in the Labor Code.
- Applications for employment will be considered in accordance with the application procedures established by the MoIT.
- Clear job descriptions will be provided in advance of recruitment and will explain the skills required for each post.
- In addition to written documentation, an oral explanation of conditions and terms of employment will be provided to workers who may have difficulties with understanding the documentation.
- Working hours of 45 hours per week, and in case of necessity of overtime work, workers will be paid for overtime work as prescribed by the Labor Law.
- Project workers will have access to the grievance mechanism as described in Chapter 10 of this Procedure.
- Implementation of measures of protection at work and safety for jobs with increased risk of injury and damage to health, as well as organization of training for workers in such jobs.
- Keeping records of workers who are working on tasks with increased risk of injury and harm to health.
- Minimum age for employment will be 18 years.
- Compliance with legal notice periods.

MoIT will inform the Bank promptly about any incident or accident related to the project which has, or is likely to have a significant adverse effect on the environment, the affected communities, the public or workers (labor, health and safety, pandemic, social unrest or security incident, accident or circumstance) as soon as reasonably practicable, but no later than 3 business days after the occurrence of the event. Such events can include strikes or other labor protests, serious worker injuries or fatalities, project-caused injuries to community members or property damage. MoIT will prepare a report on the event and the corrective action and submit to the Bank within 30 calendar days of the event.

## **8. AGE OF EMPLOYMENT**

Turkish law prohibits anyone under 18 from performing hazardous work, and construction is considered hazardous. As MoIT is a governmental ministry no one under the legal age (18 years) is permitted to work within the institution. Therefore, child labor risks are not expected in relation to the project.

The identity and the age of all workers will be verified. This will require workers to provide official documentation to verify age such as a national identification card, passport, driver's license, birth certificate, valid medical or school records.

If a child under the minimum age (18 years) is discovered working on the project, measures will be taken to immediately terminate the employment or engagement of the child in a responsible manner, considering the best interest of the child.

## **9. TERMS AND CONDITIONS**

MoIT civil servants are working according to Civil Servants Law (No: 657). All benefits and social rights (i.e. overtime, paid annual leave, family leave, sick leave, unpaid leave, maternity and paternity leave, etc.) granted by the national legislation are provided to the employees of the MoIT. Other employees are subject to the relevant provisions of the labor law.

The maximum weekly working hours allowed by national legislation is 45 hours. The provisions of national legislation are applied to the employees of contracted organizations such as members of the PIU, trainers or consultants. Wages, working hours, maximum working hours, annual leaves and all other rights and benefits will apply to direct and contracted workers. Contracts between companies and the MoIT regarding the rights and benefits of contracted workers will be in accordance with national legislation. However, consulting firms will be responsible for ensuring that this LMP is applied to contracted workers.

## **10. GRIEVANCE MECHANISM**

A grievance mechanism will be provided for all direct workers and contracted workers (and, where relevant, their organizations) to raise workplace concerns. Such workers will be informed of the grievance mechanism at the time of recruitment and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all such project workers.

Civil Servants Code and its relevant regulation provide for the grievance procedure for civil servants. Pursuant to Article 21 of Law No. 657 (Civil Servants Law); Civil servants have the right to file a complaint and file a lawsuit against their institutions. Appeals and complaints (letter of application, petition etc.) are made by submitting the complaints to the next superior in the hierarchy after the employee's direct superior. Applications and complaints are examined and notified to the relevant party as soon as possible. The complaint must be concluded within 30 days, from date of receipt of the first disciplinary supervisor authorized to decide. Civil Servants who exercise their right to complain cannot be fined for their complaints.

According to Law on the Right to Information (Article 11 - The institutions and agencies shall provide the requested information within 15 working days. However, where the requested information or document is to be obtained from another unit within the applied institution and agency or it is necessary to receive the opinion of another institution or if the scope of the application pertains more



than one institution; the access shall be provided in 30 working days. In this case, the applicant shall be notified in writing of the extension and its reasons within 15 working days.”), every request and grievance regarding the public institutions are received through the Presidential Communication Center (CIMER). Requests via this channel are managed via CIMER responsible contacts in public bodies. MoIT also has CIMER responsible personnel who receive and assign the grievance to the interested parties in MoIT, who also tracks the progress and provides assistance in closing out of a grievance.

Turkish Labor Code does not include a Grievance Mechanism (GM) for workers at the employer level. Workers can raise complaints through the legal system (courts) or through the government established channels to lodge grievances, such as the Presidential GM system (CIMER) or the Ministry of Labor and Social Security hotline number. These reported complaints are then channeled to the employers.

MoIT PIU will require contractors to develop and implement a grievance mechanism for their workforce (contracted workers), prior to the start of works.

The workers grievance mechanism will include, at minimum:

- a procedure to receive grievances such as comment/complaint form, suggestion boxes, email address, a telephone hotline, focal point department
- stipulated timeframes to respond to grievances and to address cases
- a register to record and track the timely resolution of grievances
- a responsible department to receive, record, address, and track resolution of grievances

The workers grievance mechanism will be described in staff induction trainings, which will be provided to all project workers. The mechanism will be based on the following principles:

- The process will be transparent and allow workers to express their concerns and file grievances.
- There will be no discrimination and retaliation against those who express grievances, and any grievances will be treated confidentially.
- Anonymous grievances will be treated equally as other grievances, whose origin is known.
- Management will treat grievances seriously and take timely and appropriate action in response.
- Any worker including subcontracting workers can express concerns, complaints, and grievances at any time, without fear of retribution and retaliation.
- All grievances will be treated in a fair and respectful manner.
- Anonymous grievances will be treated equally as other grievances whose origin is known.
- When a grievance is received, the PIU will ensure to confirm its receipt within 15 business days. At this time, the complainant will also be provided information about response times, next steps, and a contact within the team.
- All grievances will be documented to the grievance mechanism, including those received by supervisors, project managers, or any management staff.
- Grievance mechanism will have a dedicated procedure to address complaints related to workplace harassment and sexual harassment. The sexual harassment grievance mechanism shall be operated by the trained staff and complaints will be recorded and kept in a data protected database.

Information about the existence of the grievance mechanism will be readily available to all project workers (direct and contracted) through notice boards, the presence of “suggestion/complaint boxes”, and other means as needed.

GM Focal Points shall be trained to operate grievance mechanism and to maintain the confidentiality. The Project workers’ grievance mechanism will not prevent workers to use any other judicial mechanisms provided by the national laws.

## **11. CONTRACTOR MANAGEMENT**

Several services will be provided by contractors within the project to achieve project goals and to manage the project activities as appropriate. These services are software development, IT infrastructure development, server and database management, preparing training implementation plan and training documents, online training module development, etc.

In the selection process of contractors, various criteria will be specified in tender documents such as previous works completed, previous experience, qualification of contractor’s human resources, compliance in health and safety issues, precautions taken on child labor and forced labor employment. According to the selection criteria, the ones who comply the best will be selected as contractors.

Contracts with contractors shall include a provision on the obligation to comply with current legislation on labor and protection at work. During selection of contractors, MoIT can ask to be provided with an insight into additional documentation, including, without limitations, the following:

- Information in public records, for example, corporate registers and public documents relating to violations of applicable labor law, including reports from labor inspectorates and other enforcement bodies;
- Business licenses, registrations, permits, and approvals;
- Documents relating to a labor management system, including OHS issues, for example, labor management procedures;
- Identification of labor management, safety, and health personnel, their qualifications, and certifications;
- Workers’ certifications/permits/training to perform required work;
- Records of safety and health violations, and responses;
- Accident and fatality records and notifications to authorities;
- Records of legally required worker benefits and proof of workers’ enrollment in the related programs;
- Worker payroll records, including hours worked and pay received;
- Identification of safety committee members and records of meetings; and
- Copies of previous contracts with contractors and suppliers, showing inclusion of provisions and terms reflecting ESS2.

The contracts with selected contractors will include provisions related to labor and occupational health and safety, as provided in the World Bank Standard Bidding Documents and Turkish Law.

The MoIT will monitor the performance of Contractors in relation to contracted workers, focusing on compliance by contractors with their contractual agreements (obligations, representations, and warranties). This may include periodic audits, inspections, and/or spot checks of project locations or

work sites and/or of labor management records and reports compiled by contractors. Contractors' labor management records and reports may include:

- a representative sample of employment contracts or arrangements between third parties and contracted workers;
- records relating to grievances received and their resolution;
- reports relating to safety inspections, including fatalities and incidents and implementation of corrective actions;
- records relating to incidents of non-compliance with national law; and
- records of training provided for contracted workers to explain labor and working conditions and OHS for the project.

## ANNEX 1: SAMPLE CODE OF CONDUCT

### CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [enter name of Contractor]. We have signed a contract with [enter name of Employer] for [enter description of the Works]. These Works will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation and abuse and gender-based violence.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, laborer and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as “**Contractor's Personnel**” and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

### REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment;
  - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in any form of harassment, including sexual harassment and in Sexual exploitation with other Contractor's or Employer's Personnel;
7. In World Bank financed projects/operations, sexual exploitation occurs when access to or benefit from Bank financed Goods, Works, Consulting or Non-consulting services is used to extract sexual gain;
8. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation, and Sexual Assault (SEA);
9. report violations of this Code of Conduct; and
10. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the [Project Grievance [Redress] Mechanism].

## RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Contractor's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

## CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor's contact person with relevant experience in handling gender-based violence*] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Contractor:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_