



**TURK HAVA YOLLARI A.O.  
THY A.O. (TURKISH AIRLINES INC.)**

**AND**

**COLLECTIVE BARGAINING AGREEMENT FOR THE 28th  
TERM EXECUTED BY AND BETWEEN**

**TURKIYE SIVIL HAVACILIK SENDIKASI (CIVIL AVIATION  
LABOR UNION OF TÜRKİYE) (HAVA-IS)**

**01.01.2024 - 31.12.2025**

**CHAPTER ONE  
General Provisions**

**Article 1: PURPOSE**

The purpose of this Corporate Collective Bargaining Agreement is to increase the competitive power, productivity and production of the Company, and to provide modern rights and benefits to the labor union member workers working at the workplace, and to improve their wages and working conditions, and to take the actions and measures in relation to occupational health and safety, and to level the rights and benefits of the workers, and also to achieve any differences, which may arise between the Parties, basing on good faith and mutual trust.

## **Article 2: PARTIES AND DEFINITIONS**

### **A- PARTIES**

Türk Hava Yolları Anonim Ortaklığı (Turkish Airlines Incorporated Company) and Türkiye Sivil Havacılık Sendikası (Civil Aviation Labor Union of Türkiye) are the parties to this Corporate Collective Bargaining Agreement.

### **B- DEFINITIONS**

The terms "Company", "THY Inc." or "Employer", as used herein, shall refer to Türk Hava Yolları Anonim Ortaklığı (Turkish Airlines Incorporated Company), and the terms "Labor Union" or "HAVA-IS" shall refer to Türkiye Sivil Havacılık Sendikası (Civil Aviation Labor Union of Türkiye).

## **Article 3: APPLICABILITY**

### **A- In respect of Location:**

This Corporate Collective Bargaining Agreement shall apply to any and all workplaces, either existing at the present and to be established so as to be affiliated to the corporate during the period of effect of this Agreement, as well as any annexes, liaison and facilities supplemental or attached therewith.

### **B- In respect of Individuals :**

Any and all personnel, considered as a worker as per the Law on Labor Unions and Collective Bargaining Agreements, numbered 6356, and member to a Labor Union, are covered by this Collective Bargaining Agreement. However, it has been determined that:

a) The persons with the below listed job titles, and the persons who have participated in the negotiations even in the capacity of representative at the building of the Collective Bargaining Agreement in accordance with the provision prescribed under paragraph 39/7 of the Law Nr. 6356;

b) Auditors/Inspectors, Controllers, Managers, other personnel involved in the 50th working group and any senior managers thereof and also Auditors, Assistant Auditors/Inspectors, Attorneys, Business Specialists, Analyst Programmers, System Programmers, Application Programmers, Candidate Cabin Crew Members;

c) Any personnel being employed under an employment contract for a partially definite period to the extent that the weekly working time of such personnel is at most thirty hours and that such personnel is employed for a period of twelve months;  
are not covered by this Collective Bargaining Agreement.

Any personnel being employed under a Contract of Employment of a Partially Definite Duration may be recruited at most for twice (two terms) on the above specified conditions. The limitation for the two terms shall not apply with respect to the Simulator Instructors who will be employed on part-time basis.

The number of the personnel serving for a partially definite period may not exceed 5% of the total headcount. In the event that such personnel is continued to be recruited upon ending of the second term, then the employment contract of such personnel shall turn into a contract of employment of indefinite duration.

Furthermore, if the job titles would be changed in case of a re-organization, then the personnel to be assigned to the job positions functionally corresponding to the above listed job positions shall be deemed to be excluded from the scope, irrespective of their new job titles.

C- In respect of this Collective Bargaining Agreement;

a) the provisions, which shall be applicable verbatim or as amended or as supplemental, or which shall not be applicable to the labor union member personnel appointed by the headquarters, recruited at the workplaces abroad of the Employer, are specified under the articles under the section "Provisions Regarding Labor Union Member Personnel Serving Abroad, Appointed by the Headquarters" hereof.

b) The contracts of employment of the personnel, who have been recruited by the Company under a contract of employment of definite duration (including any personnel, who has been employed under a contract of employment of a partially definite duration, and whose contracts of employment have been turned into a contract of employment of a definite duration), and who are still being employed at the present, have been turned into contracts of employment of indefinite duration as of 15.06.1999, and the provisions to be applicable divergently to such workers and also to the personnel to be initially recruited at the Company as of the commencement of this collective bargaining agreement, are specified under the relevant articles.

#### **Article 4: REPRESENTATIVE AUTHORITY OF THE PARTIES**

A- Representative Authority of the Employer :

In respect of the matters regarding enforcement of the Collective Bargaining Agreement, the Employer shall be represented by the CEO & President of Turk Hava Yollari A.S. (Turkish Airlines Inc.) or any other persons to be delegated by the same.

B- Representative Authority of the Labor Union:

In respect of this Collective Bargaining Agreement, the HAVA-IS Labor Union shall be represented either by the Chairperson/Labor Union Leader, the Headquarters Governing Board or the persons delegated by such Board.

C- The Parties shall notify each other of the names of their authorized persons within a period of 15 days as of the date of effect of this Collective Bargaining Agreement.

Any disputes, which may arise from, in relation to or in connection with enforcement of this Collective Bargaining Agreement, shall primarily be negotiated by such authorized persons. The outcome of any such negotiations shall be written on minutes upon request.

#### **Article 5: ENJOYMENT OF AGREEMENT**

A- This Collective Bargaining Agreement shall be enjoyed by the members to the Labor Union which is a party hereto.

B- Any persons, who are already members to the Labor Union which is a party hereto on the date of execution of the Collective Bargaining Agreement, shall enjoy the Collective Bargaining Agreement as of its date of effect; and any persons, who will become a member to the Labor Union

after the date of execution of the Collective Bargaining Agreement, shall enjoy this Agreement as of the date on which the Employer has been notified of their membership by the labor union which is a party hereto.

C- Enjoyment of the Collective Bargaining Agreement by any persons, who were not a member to the Labor Union which is a party hereto as of the date of execution of such agreement, or by any persons recruited subsequently and non-member to the union, or by any persons who were already member to the Labor Union as of the date of execution of the Agreement but left or removed the Labor Union, shall be subject to payment of the solidarity dues of the HAVA-IS Labor Union which is a party to the Collective Bargaining Agreement, by such persons.

D- Any strikebreakers shall enjoy the Collective Bargaining Agreement.

#### **Article 6: EQUAL TREATMENT OF MEMBERS**

It is essential that the personnel shall not be provided with any unilateral rights and benefits during the period of validity of this Collective Bargaining Agreement by the Employer, other than the rights and benefits determined for such personnel under this Collective Bargaining Agreement. However, in the event that provision of any new rights and benefits due to the business requirements or necessities, then the opinion, in writing, of the HAVA-IS Labor Union shall be obtained. The Labor Union shall notify the Employer of its opinion within a period of 15 days at the latest. No application shall be accomplished unless the Labor Union delivers a favorable opinion. In case of carrying into action despite the fact that the Labor Union has not delivered consent in writing, then any such benefit provided shall be applicable to all labor union members.

Any rights and benefits, which may be provided to the entire of any personnel excluded herein or any personnel performing the same job, shall be excluded from this provision.

#### **Article 7: SECURITY OF THE LABOR UNION'S WORKPLACE REPRESENTATIVE AND MANAGERS**

The Employer may not terminate the contracts of employment of the managers and labor union workplace representatives holding office at the Board of Directors, Disciplinary Board and Board of Auditors of the Headquarters and the Branches, which have been established in accordance with the law on Labor Unions and Collective Bargaining Agreements by the Labor Union, without any good cause and unless it specifies the reason of such termination explicitly and conclusively, or may not relocate the workplace of any labor union representative unless such representative grants her/his consent, in writing, thereto.

Articles 23 and 24 of the Law on Labor Unions and Collective Bargaining Agreements, numbered 6356, are hereby reserved.

#### **Article 8: SECURITY OF LABOR UNION MEMBERSHIP**

A- The Employer may not discriminate the workers who are a member to any labor union against any workers who are not, or may not discriminate any workers who are a member to different labor unions, in respect of conditions of employment or termination of employment. The provisions prescribed under the collective bargaining agreement with respect to the social aid matters regarding the wages, gratuity, premiums, as well any monetary issues, shall be reserved.

The workers may not be dismissed for being a member or not to the labor union, participating to the activities of the labor unions or labor union confederations either out of the working hours or within the working hours upon the consent of the Employer, or may not be subjected to any discriminatory treatment for any reason whatsoever.

In the event that the Employer acts in breach of the above provisions, then a compensation, which shall not be lesser than the annual wage of the worker and not duplicate of the rights under the other laws, shall be granted. Any and all rights with which the workers are vested under the Labor Laws and any other Laws are reserved hereby. However, in case of grant of compensation as prescribed under this paragraph, the compensation for bad faith damages as prescribed under the Labor Laws shall not apply.

B- In the event that the workplace, where the labor union member personnel works, is shut down either partially or entirely, or that such workplace is transferred to another employer, then the Employer shall employ such worker(s) at any other workplace or department of the company.

In the event that the Employer takes an action of reassignment in general regarding the labor union member personnel, or relocates the personnel to any other workplace which is outside the borders of the province/district where such personnel serves, including but not limited to the above mentioned circumstances; then

the personnel may ask for termination of her/his contract of employment by mutual rescission upon payment of her/his notice and severance pays and the job security compensation amounting to the total of her/his 6 monthly wages, within a period of 6 days as of the date of service of notice of the reassignment or relocation to her/him. The Employer shall be obliged to transact as per such request.

In the event that the worker files a reemployment lawsuit and wins the same, then any payments performed as per the mutual rescission agreement shall be set off against any payments to be performed as per the court order.

#### **Article 9: DUTIES AND POWERS OF LABOR UNION REPRESENTATIVES**

The labor union representatives shall be appointed in accordance with Article 27 of the Law Nr.6356. Such appointments, as well as any and all kinds of changes/amendments regarding the same, shall be communicated in writing to the Employer. The Employer shall announce such notice to the relevant workplaces by means of a letter within a period of 3 business days. The labor union representatives shall fulfill any duties and powers granted to them as per this Collective Bargaining Agreement, the Laws and the Bylaws in accordance with the statutory provisions.

The chief representative and the representative at the workplaces in case of absence of the chief representative, shall establish the necessary contacts and meet/negotiate with the authorized superintendent of the workplaces which correspond to their duties and powers. Any request, in writing, for meeting/negotiation shall be accepted within 5 days at the latest.

#### **Article 10: LABOR UNION'S CHIEF REPRESENTATIVES' ROOMS**

The Employer shall continue to provide a room and extension telephone number to the Hava-Is Labor Union in its premises in which it currently holds a representative room. The Employer shall provide a room in the premises other than those within its bounds of possibility upon the request of Hava-Is Labor Union. In the premises, where the Employer cannot provide a room to the labor union, then it shall provide a locker to the same.

#### **Article 11: UNION LEAVES**

A- Leave of the Chief Representative :

The Chief Representative of the labor union shall fulfill her/his representative duties within the below listed periods, provided that s/he shall not hinder her/his duties at the workplace and also that s/he shall not act against the labor discipline.

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<u>Workplace Work Force</u>	<u>Duration of Paid Weekly Leave</u>
At any workplace employing 01-50 workers	4 hours
At any workplace employing 51-200 workers	6 hours
At any workplace employing 201-500 workers	8 hours
At any workplace employing workers over 500	10 hours

The chief representative shall serve on the work order available as of her/his date of appointment. Such work order may be changed upon obtaining her/his consent.

It is essential that the chief representative spends the leave duration at the workplace. However, s/he may spend such duration at the location, to which s/he is summoned, upon the summoning, in writing, by the headquarters of the labor union to the employer, or upon the verbal summoning of the same on condition that it shall be confirmed subsequently in writing.

B- Leave of the Representatives :

The representatives of the labor union at the workplace shall fulfill their representative duties within the below listed periods, provided that they shall not hinder their duties at the workplace and also that they shall not act against the labor discipline.

<u>Workplace Work Force</u>	<u>Duration of</u>
<u>Paid Weekly Leave</u>	
At any workplace employing 01-50 workers	2 hours
At any workplace employing 51-200 workers	3 hours
At any workplace employing 201-500 workers	4 hours
At any workplace employing workers over 500	5 hours

C- Other Leaves :

The representatives and the officials of the labor union shall be granted with paid leaves upon the request, in writing, of the labor union, for the purpose of enabling their participation to the meetings such as congresses, seminars, management, audit/inspection, discipline committee, general assemblies and councils of representatives, in accordance with the below prescribed order.

<u>Workplace Work Force</u>	<u>Total Duration of Paid Annual Leave</u>
At any workplace employing 01-50 workers	20 days
At any workplace employing 51-100 workers	30 days
At any workplace employing 101-200 workers	40 days
At any workplace employing 201-500 workers	60 days
At any workplace employing 501-1000 workers	80 days
At any workplace employing workers over 1000	Days up to 10% of the number of workers.

Such leaves are not on an individual basis for each member, but are applicable to all members. Taking of such leaves all at once by the members, the number of which exceed 5% of

the number of the workers at the workplace at a time, shall be subject to the approval of the Employer.

However, such ratio of % shall not be sought for the general assembly meetings.

In the event that the labor union notifies in writing that the labor union representatives, who are cockpit or cabin crew members will take such union leaves 12 hours before the time of signature for any scheduled duties of such representatives, then no wage deduction under any name or reference whatsoever shall be made for the duration of such union leave.

#### **Article 12: UNION DUE**

The Employer shall be obliged to deduct the dues, for which it is obliged to deduct as per the laws, on monthly basis, and to deposit such amount to the bank account to be designated by the labor union, within a period of 10 days following the date on which the wages of the workers are paid. The Employer may claim no charges from the labor union for any such transactions. The Employer shall send a list indicating the deduction made as per this Article, to the labor union.

#### **Article 13: EMPLOYER'S BURDEN OF RESPONSE**

A- The members to the Labor Union shall be entitled to apply, in writing, to the Employer in accordance with the methods of the Company, in relation to the rights and benefits granted to them by and under the Collective Bargaining Agreement, the Company Regulations, the Laws and the Regulations. The Employer shall be obliged to respond to any such applications submitted by the members as per this Article within a period of 1 month at the latest.

B- THY Inc. and HAVA-IS shall be obliged to respond to any correspondences, exchanged by and between them in relation to rights and benefits granted to them by and under the Collective Bargaining Agreement, the Company Regulations, the Laws and the Regulations, within a period of 1 month at the latest.

#### **Article 14: SUBMISSION OF CIRCULAR LETTERS**

A copy of each of the Regulations, Circular Letters and Head Office mandates, issued by the Employer in relation to enforcement of the Collective Bargaining Agreement, shall be sent to the labor union no later than one week; and the annotation of HAVA-IS shall be inserted on the distribution of such Regulations, Circular Letters and Head Office mandates.

#### **Article 15: NOTICE BOARD**

The Employer hereby agrees to place notice boards of the labor union next to its own notice boards at the workplaces with the purpose of announcing any and all statements and announcements to be communicated by the labor union as per the Laws and the Collective Bargaining Agreement, as well as any letters of the same stating its union activities; and the Labor Union hereby agrees to place its own notice boards at the locations to be deemed appropriate by the Employer at the workplaces where no notice board of the Employer is available.

Any liabilities, which may arise from release of any signed and sealed announcements, statements, directives and such other similar letters to be announced as such by the labor union, shall be incumbent on the HAVA-IS Labor Union.

The notice boards shall be equipped with a lock thereon. One of the keys of such locks shall be available with the agent of the Employer, and the other shall be available with the workplace representative.

**Article 16: UTILIZATION FROM LOUNGES AND CLASSROOMS**

The Labor Union may utilize from the lounges and classrooms as well as the training tools and equipment available within the workplaces, for the purpose of announcing its activities, organizing seminars and holding its statutory/lawful meetings, upon obtaining the approval of the Employer.

**Article 17: INFORMATION ABOUT THE LABOR UNION MEMBER**

The Employer shall provide the in-scope personnel, who start to work, with the name and contact details regarding the authorized labor union.

**Article 18: SETTLEMENT OF DISPUTES**

A- In respect of settlement of any disputes, which may arise from and/or in relation to and/or in connection with enforcement and interpretation/construction of this Collective Bargaining Agreement, or any issues arising from and/or in relation to and/or in connection with infringement or interpretation/construction of any right granted by the Labor Law, the Law on Social Securities and General Health Insurance, the Code of Obligations, the Pension Fund and any other laws; the Parties hereby agree with establishment of the "Dispute Adjudication Board".

B- The Dispute Adjudication Board shall comprise of 3 highest ranking authorized representatives of the Employer and 3 highest ranking authorized representatives of the HAVA-IS Labor Union.

The Chairperson of the Board shall be one of the representatives of the Employer, and shall be designated by the same. The Board shall adopt its resolutions by the majority of the votes. In respect of any matters other than the conflict of interpretation, the vote of the chairperson shall be regarded as two votes in case of equality of the votes.

C- The Board shall be obliged to convene within a period of 6 business days following the date on which either of the parties has notified the other in writing of any dispute. The Parties shall notify each other of the subject matter of the dispute and their representatives to serve at such board, as well as the substitutes thereof, the venue and time of the meeting. Such notification in writing shall be reasoned.

The Parties hereby agree that any issues discussed at the meetings of such Board, or occurrence of any further disputes shall be settled and resolved at the same convention of the Board without implementing a new procedure thereto.

D- The Board shall be obliged to resolve any dispute within a period of 10 business days following its initial convention. If no resolution could be adopted within such period, then the discussions may be extended for a further period of 6 business days at most in order for enabling the Parties coming to an agreement.

E- In the event that the Dispute Adjudication Board cannot resolve on the matter, or that any such adopted resolution is not deemed appropriate by the parties, then the Parties shall be free to benefit from the provisions prescribed under the law. Any and all kinds of discussions, actions and resolutions of the Dispute Adjudication Board shall be conducted on written form.

**Article 19: RESERVED RIGHTS**

Any rights in favor of the workers among those which have been granted to the workers by and under the contracts of employment or otherwise until the date of effect of this Agreement are

reserved hereby to the extent that that such rights accord with the imperative/statutory provisions in respect of any matters which are not reinstated, amended or removed by this Agreement.

In respect of any changes to be performed by it in relation to the working conditions of the personnel during the period of validity of this Collective Bargaining Agreement, the Employer shall obtain the opinion of the Labor Union. The Labor Union shall advise its opinion within a period of 15 days.

**Article 20: MATTERS NOT REGULATED UNDER THIS COLLECTIVE BARGAINING AGREEMENT**

In respect of any matters which are not regulated under this Collective Bargaining Agreement, the provisions of the regulations/procedures of the Company as well as the statutory provisions prescribed under the regulations being in effect on the date of execution of this Collective Bargaining Agreement shall apply. It is essential that no adverse/disadvantageous arrangement shall be made with respect to the personal rights of the personnel determined under the regulations/procedures. Any amendments to be performed in respect of the Company regulations/procedures directly concerning to the rights and benefits of the personnel, or any regulations/procedures to be issued initially shall be forwarded to the labor union against a proof of receipt or against an entry, prior to their promulgation. The Labor Union shall notify the Employer in writing of its opinion regarding the matter within a period of 15 days. Any matters, for which the Labor Union delivers an unfavorable opinion, shall be discussed at the meeting, whereby the 2 highest ranking officials of the Employer and the 2 highest ranking officials of the Labor Union will convene, to be held no later than 3 days. If an agreement is reached in consequence of such meeting, then the case shall be determined by a minutes for such purpose. If no agreement could be reached at such meeting on the matters for which the labor union has delivered an unfavorable opinion, then the amendments may be promulgated on condition that the statutory rights of the Parties shall be reserved. Any amendments, for which the labor union has delivered an unfavorable opinion, promulgated without completion of such process (15+3=18 days), shall not be binding on the employees who are a member to the Hava-İs.

**CHAPTER TWO**

***Recruitment and Termination of the Employment Contract***

**Article 21: EMPLOYMENT PRIORITY**

Provided that the application is submitted in accordance with the Labor Law and the provisions of the regulations promulgated thereunder; the spouse or one of the children of any personnel, who have deceased due to any occupational accident or natural causes, or who have become disabled due to any occupational disease while working at the workplace, shall be recruited preferably among the candidates which are at equal status in consequence of the assessment performed in accordance with the recruitment procedure of the Employer.

The Labor Union shall be notified of any personnel recruitment postings announced on the website of THY.

**Article 22: WAGE OF PERSONNEL TO BE RECRUITED**

The wage of any personnel initially recruited by the Company shall be calculated as follows:

A- The seniority pay shall be granted basing on the below listed grades as per the educational background of the new personnel, regardless of the working group at which s/he will serve;

- a) Primary school graduates, grade 1;
- b) Secondary school graduates, grade 2;
- c) High school graduates, grade 4;
- d) Graduates from colleges with 2 or 3 years of academic education, grade 6;
- e) Graduates from colleges with 4 or 5 years of academic education, grade 8;
- f) Graduates from colleges with 6 and more years of academic education, and persons whose graduation certificate contains the phrase "master's degree", and persons holding a master's degree, and physician, grade 10;
- g) Persons holding science ph.d and specialist physicians, grade 12;

B- Any initially recruited personnel shall be entitled to the initial workmen's compensation of the working group at which s/he will serve. Namely, any person, who will be recruited as part of the experienced employment, shall be excluded from this provision.

C- Any personnel, among those working at the present, who completes the upper degree education of the school from which s/he has graduated, and presents the diploma regarding such recently accomplished education, shall enjoy the increase of grade up to the difference in terms of the grade available between the two education degrees as of the date on which s/he presents the certificate of graduation or diploma; and the grade of such personnel shall be adjusted accordingly.

Ç- In respect of recruitment of any personnel for a job position, for which difficulties are suffered in terms of procurement; provided that such personnel evidences by means of a certificate, license, certificate of employment and the records of the Social Security Institution that s/he has served as a licensed technician at the job positions under the working group at which s/he will serve; such personnel shall be adjusted to the letter to which s/he has attained as per the lettering progress biennially at the working group by taking into account the periods specified on such documents.

D- In respect of recruitment of the experienced employees (excluding the cockpit and cabin crew members); provided that the relevant external experience period is documented by means of a certificate, license, certificate of employment and the records of the Social Security Institution that s/he has served at the job positions under the working group at which s/he will serve; the periods, which are determined by means of such documents, shall be calculated in years and months, and they shall be adjusted up to 1 grade less than the relevant group based on the assessment performed by the Employer. After determining the grade, which corresponds to the external experience period, the first grade progress shall be performed by taking into account the remaining time. The procedure for next grade progress shall be performed as such personnel completes her/his two years.

### **Article 23: RECRUITMENT OF DISABLED PERSONS**

The Employer hereby agrees to implement and enforce the provisions prescribed under Article 30 of the Labor Law Nr.4857 regarding employment of disabled persons, by taking into account the number of personnel under paragraph 3 of Article 79, titled "OCCUPATIONAL ACCIDENT, DISABLEMENT AND DECEASE" of this Collective Bargaining Agreement.

### **Article 24: PROBATION PERIOD**

Any workers recruited shall be subject to a probation period of four months. During such period either the worker or the employer may terminate the agreement without serving any notice and without paying any indemnities. The right to wage of the workers for the days during which they served is reserved hereby.

#### **Article 25: RIGHTFUL TERMINATION**

Dismissal of the personnel from the Company in a manner not to be recruited by the Company any more, by terminating the contract of employment of such personnel without serving any notice thereto. Provided that the circumstances listed under paragraph 25/II of the Labor Law are reserved, the action of dismissal shall be imposed in case of the following circumstances;

1. In the event that the personnel speaks ill of, or acts so as to impair the honor and the good name of the Company or the personnel of the same or any of the family members of any such personnel, or that s/he alleges baseless claims and attributions to affect the honor and the pride of the Company and/or the personnel of the same;

2. Gambling or having other gambling at the workplace;

3. In the event that the personnel teases/bullies the Company personnel or commits physical violence (the immediate lower action may be imposed in case of provocation);

4. In the event that the personnel deliberately damages the tools and equipment or machinery of the Company or its customers;

5. In the event that the personnel smuggles, or acts as an accessory to or encourages the persons committing such crimes;

6. In the event that the personnel exhibits acts and attitudes or put forward proposals offending good morals against the personnel or customers of the Company;

7. In the event that the personnel falsifies any negotiable instruments or official documents or the airway bills of the Company or any such other documents, and re-uses any negotiable instruments or stamps, which have already been used, for the purpose of gaining interest;

8. Any other behaviors and conduct which are of similar nature to the above listed ones.

#### **Article 26: PROCEDURE FOR DISMISSAL**

The authority to dismiss the personnel shall remain with the Head Office (Office of the CEO & President).

The action of dismissal shall be imposed upon the Resolution of the Disciplinary Board. In the event that the personnel commits an act which requires dismissal, then the Chief Officers and Senior Vice Presidents (SVPs), being informed about such act, shall notify the Head Office (Office of the CEO & President), in writing, of the case through the Office of Chief Human Resources Officer within a period of 15 business days at the latest. If it deems that an investigation is required, the Head Office (Office of the CEO & President) shall initiate such investigation within a period of 15 business days at the latest as of the notification by the concerned officials. The Head Office (Office of the CEO & President) may request for discussion of the case by the Disciplinary Board within a period of 15 business days as of completion of such investigation.

#### **Article 27: FASHION OF TERMINATION OF EMPLOYMENT CONTRACT (EXPIRATION)**

In respect of any termination upon expiration, the provisions of the Law Nr.4857 shall apply along with the provisions for job security for all labor union member personnel including the flight crew members.

**Article 28: TERMINATION IN CASE OF ARREST, CUSTODY AND CONVICTION, AND RE-EMPLOYMENT**

1. Any workers kept under custody shall be deemed to be on paid leave during the lawful detention period if they evidence such case. However, paragraph 2 shall apply in respect of the workers who are arrested upon elapse of the period during which they are kept under custody.

2. In the event that any worker is accused of any crime and also that the period during which such personnel is kept under arrest exceeds 30 days, then the contract of employment of such personnel shall be deemed to have been automatically terminated. In case of being under arrest for a period up to 30 days (including the 30th day), the worker shall be deemed to have been on paid leave up to the periods during which such worker is kept under arrest. However, if the notice period, to which the worker is subject basing on her/his seniority, is longer than 30 days, then such longer period shall apply.

3. In the event that such arrest ends up within a period of 90 days due to any of the below listed reasons such as;

- a) Lack of grounds for prosecution;
- b) Lack of grounds for initiating the final investigation;
- c) Sentence of acquittal;

d) Dismissal or abatement of the public action; and also that the worker asks for restarting for her/his job within one week as of such date, then the worker shall be recruited along with the rights applicable to the peers. Such workers shall be recruited upon their application submitted following such 90 days, if any job position is available/vacant. The former seniority rights of any such re-employed workers shall be reserved.

4. If the personnel, who is released within a period of 90 days while they are being tried in a court as under arrest for any summary offenses (excluding the accusations specified under subparagraph 6 hereof), submits an application within a period of one week, and also if there is vacant staff appropriate to such personnel, and if the service of such personnel is needed, then such personnel shall be re-employed by the Employer.

If such personnel is sentenced subsequently, then the contract of employment of the same shall be deemed to have been automatically terminated. Provided however that the provisions of the sub-paragraphs (a) and (b) of paragraph 5 are reserved hereby.

5. Among any personnel being tried in a court as arrested for any summary offenses;

a) those punished with a period of 6 months or lesser;

b) whose imprisonment is suspended, converted into a fine or absolved or who is released before elapse of 6 months due to their good conduct, despite the fact that they have been punished with any imprisonment over 6 months, may be reemployed upon the discretion of the Employer if they submit an application for such purpose within a period of one week, and also if there is vacant staff appropriate to such personnel, and if the service of such personnel is needed.

6. Any personnel, who has been sentenced due to any infamous crimes, sabotage, crimes committed against the indivisible unit of the state together with the country and the nation, the national security, the public order, the Turkish Armed Forces, may not be reemployed in any manner whatsoever even if their imprisonment is suspended, sentenced for deferment of the announcement of the verdict, or converted into a fine or absolved.

7. Provided that the conviction or being under arrest ceases within a period of 90 days; any personnel, who is kept under arrest or is sentenced due to being involved in a traffic accident while driving any vehicle, owned by the workplace, either as part of her/his duties or job position, or due to an occupational accident, shall be reemployed for their previous job positions;

a) if they submit an application for such purpose within a period of 7 business days upon elapse of the period during which such personnel was kept under arrest or convicted;

b) if their driving license has been withdrawn by the court, then if they submit an application for such purpose within a period of 7 business days as of the date on which their driving license has been returned.

Any personnel, covered under this sub-paragraph, shall be kept to receive the payment of their wages (severance pay and workmen's compensation) up to 30 days to start as of the date on which they were arrested.

In case of conviction or arrest lasting longer than 90 days, reemployment shall be at the discretion of the Employer.

#### **Article 29: NOTICE PERIODS**

The provisions prescribed with respect to the notice periods under Article 17 of the Labor Law Nr. 4857 shall apply for any and all staff members, who are a member of the labor union, as per the Collective Bargaining Agreement.

#### **Article 30: SEVERANCE PAY**

The provisions prescribed with respect to the severance pay under the Labor Law Nr. 4857 shall apply for any and all staff members, who are a member of the labor union, as per the Collective Bargaining Agreement.

#### **Article 31: CALCULATION OF NOTICE AND SEVERANCE PAY**

In respect of the said matter, the statutory provisions shall apply to all labor union member personnel.

### ***CHAPTER THREE*** ***Remuneration***

#### **Article 32: WAGES AND WAGE INCREASES**

A- The wages paid within the organization of Turkish Airlines Inc. shall comprise of the total amount of the seniority pay specified on the schedule given under APPENDIX-1, the workmen's compensation specified on the schedule given under APPENDIX-2 or the flight compensations specified on the schedule given under APPENDIX-3.

B- WAGE INCREASE :

I. YEAR:

1. Wage Increase for the 2nd 6 months:

The wages applicable on 31.12.2023 shall be increased at 64% (sixty four percent) in a manner to be effective as of 01.01.2024.

The schedules given under APPENDIX-1, APPENDIX-2 and APPENDIX-3 to the CBA (Collective Bargaining Agreement) have been composed accordingly.

2. Wage Increase for the 2nd 6 months:

The wages applicable on 30.06.2024 shall be increased at %10 (ten percent) of the ratio of change of the index number for June 2024 Türkiye-Wide 2003=100 Reference Period Consumer Prices of the Türkiye Statistical Institute of the Republic of Türkiye when compared the index number for December 2023 in a manner to be effective as of 01.07.2024 in addition to the ratio of change of the index number for June 2024 Türkiye-Wide 2003=100 Reference Period Consumer Prices of the Türkiye Statistical Institute of the Republic of Türkiye when compared the index number for December 2023.

YEAR II:

1. Wage Increase for the 2nd 6 months:

The wages applicable on 31.12. 2024 shall be increased at %10 (ten percent) of the ratio of change of the index number for December 2024 Türkiye-Wide 2003=100 Reference Period Consumer Prices of the Türkiye Statistical Institute of the Republic of Türkiye when compared the index number for June 2023 in a manner to be effective as of 01.01.2025 in addition to the ratio of change of the index number for December 2024 Türkiye-Wide 2003=100 Reference Period Consumer Prices of the Türkiye Statistical Institute of the Republic of Türkiye when compared the index number for June 2023.

2. Wage Increase for the 2nd 6 months:

The wages applicable on 30.06.2025 shall be increased at %10 (ten percent) of the ratio of change of the index number for June 2025 Türkiye-Wide 2003=100 Reference Period Consumer Prices of the Türkiye Statistical Institute of the Republic of Türkiye when compared the index number for December 2024 in a manner to be effective as of 01.07.2025 in addition to the ratio of change of the index number for June 2025 Türkiye-Wide 2003=100 Reference Period Consumer Prices of the Türkiye Statistical Institute of the Republic of Türkiye when compared the index number for December 2024.

C- Application of Increase of the Shift Premiums:

The shift premiums shall be increased as specified under the paragraph "B-Wage Increase". (APPENDIX 4)

**Article 33: SHIFT (OR TEAM) PREMIUM**

The Employer hereby agrees to pay the following shift premiums to its workers working in shifts (or teams);

1. the shift premium for the two shifts available at the severance pay grade specified on the schedule under APPENDIX-4 for the workers working in two shifts;

2. the shift premium for the three shifts available at the severance pay grade specified on the schedule under APPENDIX-4 for the workers working in three shifts;

3. The personnel shall receive the premium for the shift in which s/he has worked. However, in respect of the personnel assigned to another province other than the province where s/he is seconded, or the personnel passing to another working order;

a) payment of the premium for the three shifts shall be continued if such personnel is assigned to work at a working order with two shifts or at a regular working order from the working order in three shifts.

b) payment of the premium for the two shifts shall be continued if such personnel is assigned to work at a regular working order from the working order in two shifts.

c) In respect of any personnel, assigned to work at any duty performed in shifts from a regular working order, or assigned to work at any duty performed in three shifts from a working order in two shifts, then the premium of the shift to which the personnel is assigned shall be paid.

However, the period of such secondment may not exceed 30 days at once, and 75 days in a year within time intervals of at least 90 days. In case of consent granted by the employee, 30 and 90-day limitations shall not apply. In such case, the total period of secondment during the year may be increased up to 120 days. (Excluding any training duty)

The shift premiums shall be granted against the actual monthly work. No shift premiums shall be paid in case of absenteeism other than the weekend holidays (the holidays used as per the shifts), general holidays, national holidays, maternity leave taken by the male personnel, wedding leave, death leave and the paid annual leave.

4. At the workplaces, where the work is being performed in shifts (or in teams); either a portion of the entire of the personnel may be passed to a working order in two shifts from a working order in three shifts, or to a regular working order or to a regular working order from a working order in two shifts, basing on the approval of the Head Office (the Office of the CEO & President) upon the proposal of the relevant division, in case of any force majeure/extraordinary circumstances or occurrence of any compelling reasons or in case of any urgent works required to be accomplished immediately.

In such case, the personnel shall be continued to be granted with the basic shift premiums.

5. The personnel working in the shift order at the Company shall be paid with an Weekend Working Premium (Additional Shift Premium) amounting to 25% of their workmen's compensation, as an Weekend Working Premium (Additional Shift Premium), in consideration of their actual working on the weekends (on Sundays) at the scheduled number.

Any personnel receiving the "Aircraft Overhaul Premium" shall not be paid with the Weekend Working Premiums (Additional Shift Premiums) additionally.

In the event that any personnel works for the 2 and/or 3 different time periods within 24 hours under monthly working order, then the premium for the 2 or 3 shifts shall be paid to such personnel, who works out of the regular working order, based on their working condition.

The Weekend Working Premiums (Additional Shift Premiums) shall be paid as per the principle of per diem deduction in case of any and all kinds of leaves, excluding the annual leaves, and also absenteeism without presenting any reasons.

In the event that the personnel takes her/his annual leave, is seconded, attends training or shift change, then no deduction shall be made from the additional shift wage. The Weekend Working Premium (Additional Shift Premium) shall be continued to be paid even no actual work is being performed on Sundays as scheduled on the monthly Sunday works schedule under the specified cases.

No Sunday work shift, to serve as the basis for overtime, shall be scheduled to any personnel to whom any Sunday work shift, serving as the basis for the Weekend Working Premiums (Additional Shift Premiums), shall be scheduled.

**Article 34: GRATUITY (ADDITIONAL MONTHLY WAGE)**

The Employer hereby agrees to pay four gratuities (additional monthly wage) over the total amount of the monthly wage specified on the Seniority Pay under APPENDIX-1, the Workmen's Compensation Schedule under APPENDIX-2 or of the monthly wages specified on Flight Compensations Schedule under APPENDIX-3 of this Collective Bargaining Agreement, to the labor union member personnel, provided that such amounts shall be paid on the 8th day of the month following the March, June, September and December, on yearly basis.

**Article 35: ANNUAL SENIORITY AND WORKMEN'S COMPENSATION GRADE PROMOTION**

A- Seniority Promotion:

The HAVA-IS member personnel shall be granted with a grade progress as specified under the seniority pay on the 1st day of August on yearly basis. The annual seniority promotion shall not apply to any personnel, who has taken unpaid leave for a period over 30 days, and also to any personnel who has been imposed with the action of suspension of the seniority promotion. However, in respect of any personnel, who has taken unpaid leave for a period of 30 days at once, only 1 seniority promotion shall not apply if the period of such leave includes the 1st day of August.

B- Promotion at Workmen's Compensation Grades:

As any personnel complete her/his two years in each of her/his grades, s/he shall be promoted to the next grade. Any change in work group shall not be taken into account regarding the grade promotion process, and it shall not affect/change the date of grade promotion. In addition to the current grade progress, the employees, whose performance is higher within 2 consecutive years, (excluding the cabin and cockpit crew members) may be provided with an additional grade progress up to 2 grades, based on the performance criteria, which be performed annually by the Employer, and which will be announced in the beginning of the year. Any performance score, which provides an additional grade progress may not be earned again.

The workmen's compensation grade progression shall be performed for those, whose grade progression corresponds to the first day of the relevant month, on the first day of the relevant month, and for those, whose grade progression corresponds to the other days of the relevant month, on the first day of the following month.

The seniority promotion shall apply to the personnel, who have taken unpaid leave for a period over 30 days, after such personnel will serve for a period up to the period of the leave they have taken, and to the personnel, who have been imposed with the action of suspension of seniority promotion, on the first day of the month following the month, in which the personnel is entitled to grade progression, after a period of 1 year.

**Article 36: UNIT WAGE FOR OVERTIME PER HOUR**

The unit wage per hour, to serve as the basis for payment of the overtime of the personnel, shall be calculated by dividing the total amount of the monthly seniority pay of the relevant personnel as specified under APPENDIX-1 and the workmen's compensation/flight compensation of the same as specified under APPENDIX-2 or APPENDIX-3 as appropriate, to 180.

**Article 37: HOURLY WAGE FOR OVERTIME**

The wage to be payable in consideration of any overtime to be performed after the regular working period determined by and under this Collective Bargaining Agreement shall be calculated by increasing the unit hour wage, specified as per the job title of the personnel under the article titled "UNIT WAGE FOR OVERTIME PER HOUR", at a ratio of 75%.

**Article 38: HOURLY WAGE FOR OVERTIME IN CASE OF NIGHT WORK, WEEKENDS OR GENERAL HOLIDAYS**

The wage to be payable in consideration of any overtime to be performed on Sundays, Holidays and after 20:00 shall be calculated by increasing the unit hour wages, specified as per the job title of the personnel under the article titled "UNIT WAGE FOR OVERTIME PER HOUR", at a ratio of 150%.

**Article 39: EMPLOYEE WAGES ON WEEKENDS**

If the personnel does not work on weekends, such personnel shall receive her/his wage for that day in full without in return for a work. If the personnel keeps on working without taking any holiday, then such personnel shall be paid with a three fold wage. (Wage for Sunday, the weekend + wage in consideration for the work + holiday additional wage amounting to a daily wage). Also, the personnel shall be granted with a paid day-off in return for a weekend day on which the personnel has worked.

No additional weekend wage for the Sunday shall be paid to any personnel who works on any Sunday as per her/his shift.

The wage to be paid as per this Article shall be calculated on the total amount of the seniority pay and the workmen's compensation/flight compensation of the personnel.

**Article 40: WAGES ON NATIONAL HOLIDAYS AND GENERAL HOLIDAYS**

If the personnel does not work on national holidays and general holidays, then the wages for such days shall be paid in full, and if the personnel does not take holiday but works on such days, then the wages for such days shall be paid in threefold. (Holiday wage not in return for a work + wage in return for the work + holiday additional wage amounting to a daily wage). If the personnel has worked on any national holiday or general holidays corresponding to any weekend, then such personnel shall be granted within an additional paid off-day. However, in such case, the payment shall be performed as per the wage arrangement in relation to the work performed on the weekend.

Any personnel, the half or more than the half of whose daily working hours correspond(s) to any general holiday or national holiday, shall be paid with the full wage for the general holiday or the national holiday.

The wage to be paid as per this Article shall be calculated on the total amount of the seniority pay of the personnel, as specified under APPENDIX-1, and the workmen's

compensation/flight compensation of the same, as specified under APPENDIX-2 or APPENDIX-3, as applicable.

**Article 41: PAYMENT OF OVERTIME PAY**

Any and all overtime pays shall be paid no later than the 8th day of the month following the month in which the personnel has worked. Insofar, the payment shall be performed on the immediate previous business day if the payment date corresponds to a non-business day.

**Article 42: PAYMENT OF WAGES DURING ANNUAL LEAVES**

The Employer hereby agrees to pay any wages, regarding the annual leave period, of the personnel who will take her/his paid annual leave, in advance, at least 1 week before the start of such leave, upon the request, in writing, of such personnel.

Such request, in writing, shall be submitted at least two weeks before the date of start of the leave. However, any wages pertaining to the paid annual leave, shall be deducted from the next monthly wage following the date of ending of the leave.

**CHAPTER FOUR**  
***Arrangement of the Work***

**Article 43: WORKING TIMES**

Working time shall be at most 45 hours within a week. Such time shall be distributed in a manner to exceed 7.5 hours a day at the workplaces, where the number of the days worked in a week is 6, and equally to the number of the days worked in a week at the workplaces which are **closed** either partially or wholly on Saturdays.

**Article 44: PERIODS BETWEEN WORKS**

It is mandatory that a period of 15 hours, to start as of the moment on which the personnel has completed her/his duties, elapses for the restart of any personnel, working at any job position, at the workplace on the next day, if such personnel has not had any overtime on that day. If the personnel had overtime, then the period corresponding to such overtime, shall be deducted from the above mentioned period, however such period may not be less than 12 hours at any time.

**Article 45: DAY WORK AND NIGHT WORK**

Works performed between 06:00 to 20:00 shall be regarded as day work. Works performed between 20:00 to 06:00 shall be regarded as night work.

**Article 46: MEAL BREAK**

The Employer hereby agrees to grant an uninterrupted meal and rest break to the workers for a period of half an hour for the works lasting for 7.5 hours or lesser, or for a period of 1 hour for the works lasting longer than 7.5 hours, at the average time of the daily working period in accordance with Article 68 of the Labor Law. Such times shall be indicated on the monthly shift schedules. The time of start and ending of the meal and rest breaks indicated on such schedules may not be changed/amended other for change of schedule or for any other compulsory circumstances.

**Article 47: CHANGING THE START AND ENDING TIMES OF WORKS**

The time of start and ending of the daily working hours shall be determined by the Employer. The schedules, indicating the time of start and ending of working of the personnel, shall be announced at the beginning of the month as per the monthly working order. The times of start and ending as indicated on such announced schedules may not be changed/amended within that month other than for change of schedule or for any other extraordinary circumstances.

**Article 48: DETERMINATION AND ARRANGEMENT OF THE PERSONNEL TO WORK IN SHIFTS (OR IN TEAMS) IN WORKPLACES**

Determination of the personnel to work in shifts or in teams at the workplaces, and also the time of start and ending of the shifts or the teams shall be announced at the beginning of the month by the Employer as per the monthly working order. The times of start and ending for the workers as indicated on such announced schedules may not be changed/amended within that month other than for change of schedule or for any other extraordinary circumstances.

**Article 49: SHIFT CHANGE**

In respect of the works to be performed in day and night shifts; the shifts shall be put in an order so as to enable that the personnel working at the night shift will be replaced within a period of 7 days at the latest. Any personnel, passing to the day shift from the night shift, shall be worked at least 15 days on the day shift.

Excluding any exceptions and urgent cases, the opinion of the labor union shall be obtained in respect of any changes to be performed. The Labor Union shall deliver its opinion within a period of 7 days. Provisions of Article 44 shall also apply in respect of any changes of shifts.

**Article 50: RECRUITMENT IN PERMANENT STAFF**

A- The Personnel of Turkish Airlines Inc. shall be appointed only to the permanent staff for which such personnel is qualified. The personnel may not be had served at any other job title under the same or any other work group other than the permanent staff to which s/he is appointed by means of a status document (07-001). Unless a duly certified personnel status document (07-001) is available, no person may be transferred to another staff from her/his own staff position. The Employer hereby agrees to pay the wage corresponding to such staff, to the personnel who is assigned for a new job position upon issuance of a status document.

The opinion of the Labor Union shall be obtained in respect of any changes and amendments to the basic job description of the staff position, for which the personnel is appointed and qualified, during the period of validity of the collective bargaining agreement.

It is mandatory to comply with such rule for the purpose of ensuring specialization of the personnel.

B- In case of any temporary deputation, the Employer hereby agrees that a person, among the personnel serving at the staff which is the closest to the staff to be deputized at such workplace, shall be delegated as the deputy. The period of such deputation may not exceed six months in any manner whatsoever, if the deputized staff is vacant. Upon elapse of the six months, the Employer shall initiate the actions required for the principal assignment. The Employer hereby agrees to pay the difference amount between the wage payable for the job position, for which the deputized personnel serves, and her/his own wage, in addition to the regular wage of such personnel after a period of three months, during the period of such deputation.

Any deputation shall be submitted in writing.

C- In case of absenteeism of the personnel, at which no vacant position is available, for a period over than three months either permanently or for a short period due to sickness, unpaid leave or such other reasons; the Employer hereby agrees to pay the personnel, who acts for the

above-mentioned personnel, the difference between her/his own wage and the position for which such personnel is deputized, after a period of three months, as the additional deputation wage, during the period of deputation of such personnel as per the sub-paragraph (B) above.

In case of acting for and on behalf of the Supervisor, the provisions prescribed under the Article 104 shall apply.

#### **Article 51: ADVANCE NOTICE OF OVERTIME**

Any overtime, other than the regular working times as agreed under the relevant laws and the collective bargaining agreement, may be had performed by the personnel by notifying the same of any such overtime at least three days beforehand.

However, the requirement for notifying 3 days in advance shall not be sought for any incidental overtime needs which are not possible to be scheduled beforehand.

#### **Article 52: EXTRA WORK BEYOND REGULAR WORK**

Any personnel, who participates any overtime continuing after her/his regular work, other than the regular working times, shall be entitled to the overtime pay up to the hours of the overtime performed by her/him. Any personnel, called while s/he is at home, shall be entitled to a three (3) hours frozen overtime pay. However, if the working period is longer, then such personnel shall receive the work wage up to the actual work performed by her/him.

The Employer shall transport any personnel, called while s/he was at home, from/to the workplace.

Furthermore, in case of overtime of the personnel, serving at the Head Office and Ataturk Airport workplaces and the Esenboga and Adnan Menderes workplaces, the Employer shall ensure that such personnel is transported from/to the workplaces through the route of the shuttle allocated for such purpose. In respect of the other workplaces, the applications in force shall be continued.

#### **Article 53: OVERTIME ON NATIONAL HOLIDAYS AND GENERAL HOLIDAYS**

Any personnel, to be had worked on the national holidays and general holidays, other than the personnel scheduled to work at such days, as per the business requirements, shall be asked for their opinion on such working, and be notified in writing 2 full days in advance.

#### **Article 54: SECONDMENT AND OVERTIME DURING SECONDMENT**

The Employer may second the personnel on condition that such secondment shall not exceed 30 days at once, or 75 days with a time intervals of at least 90 days within a year, on domestic basis. In case of consent granted by the employee, 30 and 90-day limitations shall not apply. In such case, the total period of secondment during the year may be increased up to 120 days. (Excluding the cases when the airport served is closed to air traffic, and for training purposes), the notice of such secondment shall be served to the personnel at least three days beforehand. However, such period shall not be sought in case of any urgent malfunctions. In respect of the workers seconded either domestically or internationally, the Employer shall implement the provisions applicable to overtime, separately from the traveling allowances for the works exceeding the regular working times as determined by this Collective Bargaining Agreement. Any such overtime to be performed abroad shall be paid in Turkish Lira upon returning to the country. In the event that the duty corresponds to any national holidays and general holidays, then actions shall be taken in accordance with Article titled "OVERTIME ON NATIONAL HOLIDAYS AND GENERAL HOLIDAYS".

In respect of determination of any such works performed on holidays, the notification from the immediate supervisor of the worker shall be taken as the basis.

In the event that the personnel is assigned to any workplace outside the city by means of a secondment after it has started to work at the principal workplace, then the period to elapse during the travel for such secondment shall be regarded as the work time. Ending of the actual work time during a secondment shall be assessed as per the work time at the principal workplace where the personnel has been working. In respect of any such personnel; in the event that the ending of the actual work at the secondment exceeds the time on which the regular daily work at the principal workplace should end, then such personnel shall be paid with an overtime pay for such excess time. No payment shall be paid for the period to elapse while waiting for any vehicle upon ending of the secondment or for the period to elapse on the return travel. However, the per diem allowance shall also be paid.

In the event that the personnel is assigned outside the workplace by means of secondment beforehand (without starting for the daily work at the principal workplace), then the start and ending of the work shall be assessed as per the working order being applied at the workplace to which such personnel is assigned. In such case, the periods to elapse while waiting for any vehicles or during the traveling shall not be regarded as the work time.

## **CHAPTER FIVE** **Occupational Health and Safety**

### **Article 55: OCCUPATIONAL HEALTH AND SAFETY**

A- The provisions prescribed under the Law Nr. 6331 on Occupational Health and Safety, as well as the applicable regulations thereto, shall apply with respect to such matter.

B- The Employer hereby agrees that it shall provide the ambulance service in accordance with the Regulation on Ambulances and Emergency Medical Equipment and Ambulance Services of the Ministry of Health, in order to be used at the cases when provision of service to the personnel is medically required during the regular works or works in shift of the locations where the OHSD should be established.

### **Article 56: STANDBY STATIONS**

The Employer shall ensure that standby stations, which are of sufficient size, quality and appropriate to the hygiene conditions, are established for the personnel which work at intervals and which are not affiliated to any office and which wait for duty.

## **CHAPTER SIX** **Authorizations**

### **Article 57: DETERMINATION AND ARRANGEMENT OF PAID ANNUAL LEAVES**

In respect of arrangement of the paid annual leaves, the provisions of the Labor Law and the Regulation on Paid Annual Leaves shall apply.

The Leaves Committee, to be comprised in accordance with the provisions of the Regulation on Leaves, shall submit the leave schedules, which will be drawn up by it as per the requests for leave submitted by the workers and to be forwarded to the Leaves Committee either by the Employer or its agent, to the approval of the Employer no later than December 1. It is

essential that the workers exercise their rights to leaves on the dates specified on such approved leave schedules.

In order for being entitled to the paid annual leave, the personnel shall have served for a period of one year at the disposal of the Employer, provided that the provisions of the Labor Law regarding determination of the right to paid annual leave are reserved hereby.

#### **Article 58: PERIODS OF PAID ANNUAL LEAVES**

A- The period of paid annual leave for the personnel recruited as of 15.06.1999 is as follows;

a) Twenty business days for the personnel with a period of service from one year to five years (5 years included);

b) Twenty six business days for the personnel with a period of service from five years to fifteen years;

c) Thirty business days for the personnel with a period of service for fifteen (included) years and over.

The partial duration of service of any personnel, who has passed to a contract of employment of definite duration uninterruptedly upon having served for a period under a contract of employment of partial duration, shall be taken into account in respect of calculation of the paid annual leave.

The period of paid annual leave of any personnel, recruited before 15.06.1999, shall be thirty business days, regardless of their period of service.

B- Any weekends, general holidays and national holidays, corresponding to the period of the annual leave, shall be added to the period of the annual leave.

C- Saturdays shall be regarded as a business day in respect of calculation of the annual leaves.

D- The periods of the paid annual leave may be divided into two on minimum basis, provided however that a portion of such division shall not be lesser than 10 days, upon the consents of the Parties.

#### **Article 59: CASUAL LEAVE**

The Employer shall grant the personnel with casual leave up to 7 days within a calendar year in case of any lawful excuses and written requests of the same. In case of any urgent and compulsory cases, casual leaves may be taken by informing the supervisor, and the requirement for submission of a request in writing shall be fulfilled subsequently.

However, any personnel, recruited before 15.06.1999 (excluding any personnel who has served for a partial duration before 15.06.1999), shall be granted with the casual leave up to 10 days within a calendar year in accordance with the above specified procedure.

In the event that the annual leave balance of any personnel (mainly earned balance) is over 50 days, then the hourly casual leave shall only be granted upon the request for casual leave. In the event that such period is 50 days or less, then the casual leave may be granted daily and hourly.

The hourly casual leave practice shall not include the flight crew members due to the job description and the nature of the operation.

**Article 60: WEDDING LEAVE**

The Employer shall grant the personnel with paid wedding leave for a period of 8 days. Such leave shall be taken within the period of 3 months following the wedding.

No wage deduction shall be made from the personnel for wedding leave.

**Article 61: MATERNITY LEAVE**

The Employer shall grant the male personnel with paid maternity leave for 6 days in case of delivery of his spouse. Such leave may be taken by initiating it within a period of 1 month after such birth. No wage deduction shall be made from the male personnel taking such leave.

The Employer shall grant the female personnel having a delivery with the paid maternity leave which is 8 week before the delivery and 12 weeks after the same.

In case of multiple pregnancy, a period of two weeks shall be added on to the period for which the personnel will not work before the delivery. However, if their medical condition is fit, then the female workers may work till the three weeks left to the delivery, upon the approval of the physician/medical doctor, and if such workers desire so. In such case, the periods for which the female worker has worked shall be added on to the periods to be granted after the delivery.

In respect of any personnel, who gives birth, the provision, as specified in article herein above, shall apply verbatim in case of premature birth or death after birth, and it shall apply based on the request of the employee in case of stillbirth of the child after the 22nd week of pregnancy.

Upon their requests, the female workers shall be granted with an unpaid leave up to six months following the completion of the period of 20 weeks or after the period of 22 weeks in case of multiple pregnancy. Such period shall not be taken into account in respect of calculation of the right to paid annual leave.

Any pregnant personnel shall be worked on the shiftless systems upon their request, as of the 6th month of the pregnancy. No shift premium shall be paid in such case.

Upon completion of such period, the Employer may have such personnel reworking at the shift system by considering the business requirements and necessities.

**Article 62: BEREAVEMENT LEAVE**

The Employer shall grant the personnel with a paid leave for 7 days in case of decease of their spouse, children, parents or siblings. Such leave shall be taken within a period of forty five days to start as of the occurrence.

In case of decease of the mother, father or any of the siblings of any staff member; such staff member shall be granted with a paid leave for 2 days if s/he is not entitled to the annual and casual leave or if s/he has fully consumed her/his annual and casual leave. Such leave shall be taken within a period of forty five days to start as of the occurrence.

No wage deduction shall be made from the personnel, who has taken the death leave, due to the fact that such personnel takes the death leave.

**Article 63: NATURAL DISASTER LEAVE**

The Employer shall grant the personnel with a paid leave upon their request, in case of occurrence of any natural disasters at the districts where the personnel, her/his spouse or the first degree relatives of the same reside(s). The period of such leave shall be up to 15 days basing on the nature of the natural disaster, as well as the distance of the same to the workplace. Such period may be increased if and when required.

**Article 64: UNPAID LEAVES**

A- Upon their application in writing, the Employer may grant the personnel with unpaid leave up to 90 days within a year, provided that the work will not be interrupted and/or hindered. However, such leave may not be requested for a period lesser than 5 days.

B- The Employer may grant any personnel with unpaid leave up to a period of 1 year, if such personnel submits an application, in writing, for the purpose of improving her/his language knowledge and skills or professional experience either within or outside the country, provided that the work will not be interrupted or hindered, and also provided that such case is documented.

C- The Employer may grant the personnel, whose spouse is assigned abroad, with unpaid leave for the period during which the spouse of such personnel is permanently commissioned abroad, provided that such spouse is working at THY and upon the request, in writing, of the concerned personnel. The personnel returning upon completion of such unpaid leave may be assigned to serve either at her/his former place of duty or to another position independent of her/his job position.

**Article 65: SAFE CONDUCT**

The Employer shall grant the personnel, to whom it has granted any leave in accordance with the articles of this Collective Bargaining Agreement with respect to wedding, maternity, bereavement and natural disasters, and who is required to go out of the town where they serve due to such leaves, with safe conduct for a period up to four days in terms of departure and arrival.

**Article 66: TRANSFER LEAVE**

The Employer hereby agrees to grant the Company's personnel, whose is assigned to any permanent duties at other provinces or countries, with the transfer leave for 15 days in addition to the actual safe conduct granted to the same, if it deems appropriate. Upon the request of the worker, such leave shall be taken by being divided into two at most, within a period of 1 year as of the date of such assignment.

**Article 67: SICK LEAVES**

In case of their illness, the Employer may grant its personnel with the paid sick leaves in accordance with the below listed principles;

A- In case of recovery of the personnel due to any circumstances other than any occupational diseases and occupational accidents, such personnel shall be deemed to be on paid leave up to one hundred and twenty days. However, no payment shall be performed to the personnel in case of continuous (permanent) recovery, which lasts longer than one hundred and twenty days within a calendar year, or the period of which exceeds one hundred and twenty days without being limited to the calendar year.

B- Any personnel, who suffers from cancer, tuberculosis and mental illness (psychiatric diseases which eliminate the ability to comprehend the meaning and consequences of the act that

they commit and to select their actions independently), end-stage/advanced stage chronic organ failure, organ transplantation, ankylosing spondylitis and neuromuscular diseases shall be granted with the paid sick leave. Leaves granted to the personnel, whose illness is certified to be continuing by means of a public medical board report upon completion of such period of 12 months shall be extended as paid leaves for a further period of 24 months.

C- Any personnel, who is involved in an occupational accident or is suffering from an occupational disease, shall be granted with paid sick leave until the full recovery of such personnel, during the period in which such personnel holds a medical report stating such case, until her/his disablement is finalized by means of a public medical report, or until the decease of such personnel. However, such period may not exceed twenty four months at any time.

D- The wages, applicable at Turkish Airlines, of the personnel, benefiting from the paid sick leaves as prescribed under the paragraphs A), B) and C) above, shall be paid fully by the Employer. However, the amount, which is processed by the Social Security Institution, shall be collected by the personnel from the relevant institution. The personnel shall be obliged to submit the document, which states that the amount collected has been deposited to the company account, and the documents, which prove that s/he takes a rest, to the relevant department within a period of two months, at the latest. The report amount shall be deducted from the wage of the personnel who fails to perform such transaction (excluding any personnel whose sickness insurance premium is not deducted from her/his wage as per the Law Nr. 5510 on Social Insurances and General Health Insurance). However, no incapacity payment shall be performed to the personnel by the Social Security Institution in any workplace, in which a protocol has been executed by and between the Company and the Social Security Institution, due to the fact that the offset process will be performed regarding the benefit for temporary incapacity. Therefore, no report money shall be deducted from the wages of the personnel, for whom no benefit for temporary incapacity is paid by the Social Security Institution.

The payment periods, as provided under paragraphs A, B and C, shall not be taken into account in the workplaces, in which the offsetting process is performed.

E- In order for being able to benefit from the above mentioned sick leaves, the personnel of Turkish Airlines Inc. shall be obliged to submit the recovery report, duly issued by the physicians and/or organizations authorized by the Social Security Institution, to the Employer.

F- In the event that the completion of the periods for the paid leave of the personnel sent abroad for treatment purposes by the Employer in accordance with the paragraphs (B) and (C) corresponds to the medical treatment being performed abroad, then such periods shall be extended for a further period of six months.

#### **Article 68: MANEUVER AND MOBILIZATION LEAVE**

The Employer hereby agrees to grant the personnel, who is called up either for maneuver or for any reason whatsoever, other than the active service, with paid leave for the period during which such personnel will be called up. However, in the event that the salary paid to the personnel by the Ministry of National Defense during the period of such paid leave is lesser than the salary paid to such personnel by the Company, then the difference amount shall be paid by the Company. Any leaves granted for such purpose shall not be regarded paid annual leave.

Any personnel, joining the army for active service without receiving the severance pay, shall be reemployed at his former job position by the Employer if he wishes to return to his former job position within a period of two months as of the start of completion of his military service. In case of no need with respect to his former job position, then such personnel shall be recruited at the province, where he used to serve before the military service, by maintaining the work group and the wage in consideration of the same.

**Article 69: LEAVES TO BE GRANTED TO PERSONNEL WORKING ON WEEKENDS**

Any personnel, who is scheduled to work on Sundays at the workplaces where no shift work is carried out, shall be granted with a paid leave for one day within the next week.

Such leave may not be coincided with a Sunday and the national holidays and general holidays as determined by the laws.

**Article 70: NATIONAL HOLIDAYS AND GENERAL HOLIDAYS**

The statutory provisions shall apply in respect of any national holidays and general holidays.

**CHAPTER SEVEN**  
***Social Rights and Benefits***

**Article 71: FOOD ALLOWANCE**

The Employer shall provide the personnel with satisfactory meal of 2000 calories, consisting of 3 dishes, once a day, at the days on which the personnel works.

In the event that the personnel, working at the workplaces in Istanbul, Ankara, Izmir and Antalya, works for a period more than 2 hours apart from their regular work time, and if such work coincides with the hours on which the meal is provided, then such personnel shall be additionally provided with a meal of 2000 calories consisting of 3 dishes.

In respect of the personnel, to whom the Employer does not provide any meal, or the guards serving on night duties and to whom no meal is provided, as well as the personnel fasting and also the personnel who cannot eat food due to their illnesses; a daily food allowance shall be paid not to be less than the amount specified under Article 23/8 of the Income Tax Law Nr.193.

Any personnel, who cannot eat food due to their illnesses, shall be obliged to evidence their illnesses by means of a report to be obtained from the physicians/medical doctors of Turkish Airlines Inc. or from the public medical organizations at the locations where no physician/medical doctor of Turkish Airlines Inc. is available.

During the renewal of the tendering for the food to be provided in Istanbul; a representative of the labor union shall attend the inspection visits to the manufacturing/production facilities of the bidders.

**Article 72: WEDDING ALLOWANCE**

The Employer hereby agrees to provide a one-off wedding allowance, amounting to TRY 12.000-. (twelve thousand), to its personnel, who is getting married, in a manner to be effective as of 01.01.2024 during the first year of this collective bargaining agreement.

Such payment shall be performed in the first and second six months of 2025 by being increased at the ratio of change (excluding additions) as calculated based on the index number provided under Wages and Wage Increases (Article 32).

If both spouses are personnel of Turkish Airlines Inc., then such allowance shall be granted to both of them on individual basis. In order for being able to benefit from such allowance, the personnel shall be required to evidence the marriage.

### **Article 73: SOCIAL AID**

The workers, covered by this Collective Bargaining Agreement, shall be paid with TRY 6,500.- (six thousand five hundred)/per month as the social aid on monthly basis during the first year of this collective bargaining agreement.

Such payment shall be performed in the first and second six months of 2025 by being increased at the ratio of change (excluding additions) as calculated based on the index number provided under Wages and Wage Increases (Article 32).

In respect of payment of such aid; no per diem deduction shall be made in the cases of recovery periods due to any and all kinds of paid leaves and occupational accidents and occupational diseases, as well as in any other recovery for any other diseases, not exceeding a period of one month.

### **Article 74: TRANSPORTATION FROM/TO WORKPLACE**

A- The personnel at Istanbul, Ankara, Izmir, Adana, Antalya and Trabzon shall be transported from/to the workplaces through the routes to be determined by the Employer upon obtaining the opinion of the Labor Union. However, the personnel, who work at Istanbul, Ankara, Izmir, Adana, Antalya, Trabzon and such other workplaces, but who cannot benefit continuously from such opportunities, shall be paid with the market value of the public transport card used monthly for the municipal buses, for each day in which such personnel work.

B- An observer, to be designated by the Labor Union, shall attend the preliminary activities for the procurement of services in relation to transportation from/to the workplace. A copy of the relevant technical specifications shall be sent to the Labor Union following completion of the tenders held in respect of such matters.

C- In the event that any staff member, who is benefiting from the breast-feeding leave, cannot benefit from the shuttle service, then such staff member shall be provided with the payment, which will be calculated on the basis of the daily amount to be figured out by taking the public transport card used monthly as the basis, for each day she serves.

### **Article 75: NURSERY ALLOWANCE**

The Employer hereby agrees to fulfill the provisions of the "Regulation on Requirements for Working of Pregnant and Breastfeeding Women and Regarding the Breastfeeding Rooms and Childcare Centers" which has been issued and promulgated basing on the provisions of Article 88 of the Labor Law Nr.4857. Until introduction of such provisions, the Employer shall monthly pay TRY 6,000.- (six thousand) to the personnel, on gross basis, without seeking for any document, for each child at the age set out under the relevant regulation, in a manner to be effective as of 01.01.2024 during the first year of this collective bargaining agreement.

Such payment shall be performed in the first and second six months of 2025 by being increased at the ratio of change (excluding additions) as calculated based on the index number provided under Wages and Wage Increases (Article 32).

### **Article 76: MATERNITY BENEFIT**

Any female personnel, who had a delivery, or the male personnel, whose spouse had a delivery, shall be provided with the maternity benefit, amounting to TRY 6,000.- (six thousand), for each infant in a manner to be paid at once and in a manner to be effective as of 01.01.2024,

based on the birth report proving that such newborn is alive, during the first year of this collective bargaining agreement.

Such payment shall be performed in the first and second six months of 2025 by being increased at the ratio of change (excluding additions) as calculated based on the index number provided under Wages and Wage Increases (Article 32).

#### **Article 77: TRAVEL ALLOWANCE**

The provisions of the regulations of the Company shall apply in respect of this matter.

#### **Article 78: DEATH BENEFIT**

The Employer shall provide a death benefit amounting to TRY 15.000.- (fifteen thousand) in case of decease of the spouse, the parents or the dependent children of the labor union member personnel, in a manner to be effective as of 01.01.2024 during the first year of this collective bargaining agreement.

Such payment shall be performed in the first and second six months of 2025 by being increased at the ratio of change (excluding additions) as calculated based on the index number provided under Wages and Wage Increases (Article 32).

In order for being able to receive such benefit, the personnel shall be obliged to evidence the decease to the Employer. In case of decease of children of the couples working at Turkish Airlines Inc., then such benefit shall be provided only to one of the parents. Upon the request of the personnel, such benefit shall be provided immediately in the form of an advance payment effectuated from the accounting office of the management office to which such personnel reports.

#### **Article 79: OCCUPATIONAL ACCIDENT, DISABLEMENT AND DECEASE**

1-An occupational accident shall mean an incident, which occurs in one of the situations and circumstances as specified under Section 13 of the Social Insurance and General Health Insurance Law Nr. 5510, and which causes immediate or subsequent physical and mental damage. Apart from those as specified under the relevant Section, any accident, which occur while the personnel is traveling to and from the workplace through a reasonable and traffic-usual route by using their own means, shall also be considered as an occupational accident.

2- In case of occurrence of any of the circumstances specified under the first subparagraph, the amounts of compensation/indemnity to be paid by the Employer shall be as follows;

a) In the event that any of its employees suffers from any occupational accident during the first year of this collective bargaining agreement, then the Employer shall pay net TRY 280.000.- to such employee, if such employee is deemed to be disabled in accordance with the regulations of the social security institution applicable to such employee and also that the disability of such employee is authenticated/documentated by a report for such purpose, excluding any case of willful conduct or gross negligence of the same, in a manner to be effective as of 01.01.2024. Such payment shall be performed in the first and second six months of 2025 by being increased at the ratio of change (excluding additions) as calculated based on the index number provided under Wages and Wage Increases (Article 32).

b) In case of decease of any of its employees in consequence of any occupational accident during the first year of this collective bargaining agreement, then the Employer shall pay net TRY 280.000.- to the legal heirs of such employee, without seeking for any willful conduct or gross negligence of such employee, in a manner to be effective as of 01.01.2024. Such payment shall be performed in the first and second six months of 2025 by being increased at the ratio of change

(excluding additions) as calculated based on the index number provided under Wages and Wage Increases (Article 32).

3- Excluding any cases of willful conduct or gross negligence; in the event that the personnel becomes disabled to perform her/his fundamental duty due to any occupational accident, occupational disease or any accident suffered by her/him; then the Employer shall;

a) pay the monthly wage (seniority pay + workmen's compensation) payable to such personnel for a period of two years at her/his fundamental duty, in full.

b) In the event that the personnel corresponding to the above listed circumstances does not recover to perform her/his fundamental duty within the period specified under the paragraph (a), then such personnel shall be assigned with a job as appropriate to her/his condition. In such case, no change shall be made in respect of the former remuneration of such personnel. Any fringe pays applicable to her/his new job shall be granted additionally.

4- In case of natural decease of any personnel during the first year of this collective bargaining agreement, then the Employer shall pay net TRY 280.000.- to the legal heirs of such personnel, without seeking for any willful conduct or gross negligence of such personnel, in a manner to be effective as of 01.01.2024. Such payment shall be performed in the first and second six months of 2025 by being increased at the ratio of change (excluding additions) as calculated based on the index number provided under Wages and Wage Increases (Article 32).

#### **Article 80: HEALTH BENEFITS**

A) The personnel and the dependents, namely the spouse, children, mother and father of the same, shall benefit from the medical services in accordance with the provisions of the Law Nr.5510 on Social Insurances and General Health Insurance.

B) In the event that any personnel seconded abroad falls sick while they are abroad, then the medical expenses of such personnel shall be borne by the Company.

#### **Article 81: TRANSPORT IN CASE OF ILLNESS**

In the event that a public hospital states the requirement that the personnel her/himself, her/his spouse or children as well as her/his dependent mother and father who reside within the borders of the province where such personnel works, should be subjected to medical treatment outside the province, where such personnel works, then such persons shall be provided with a return-trip free pass for medical purposes (pass 1).

Any personnel, who evidences that her/his medical treatment is not possible to be performed within the country by means of a report to be obtained from any public state-run-hospitals, shall be granted with the right to Pass 1 for the international lines of Turkish Airlines Inc., or a request for obtaining a pass ticket from the international airlines shall be submitted. The spouse, the children and the dependent mother and father of the personnel, who are at the same condition and who reside within the borders of the province where such personnel works, shall also be granted with such right.

In the event that the public hospitals referring such patients ask for requirement of accompaniment and also that such case is evidenced, the person to accompany such patient shall be granted with a pass ticket (Pass 1) right similarly.

In case of decease of any of the above mentioned persons abroad, then an international round-trip pass 1 shall be provided to 2 persons among the kinsmen of the deceased person for the transport of the corpse. In case of decease of spouse, children, dependents of any personnel

assigned to serve abroad, then it shall be ensured that the corpse is brought by an international airline if Turkish Airlines Inc. does not operate any flight to such country, or if the flights operated by Turkish Airlines Inc. to such country are canceled.

**Article 82: TRANSPORTATION OF CORPSES**

A- The Employer hereby agrees to transport the corpse of any deceased personnel of Turkish Airlines Inc. to her/his hometown upon the request of her/his family or of the HAVA-IS Labor Union; and also to allocated buses for the personnel of Turkish Airlines Inc. who will attend the funeral, for transportation to the city, where the funeral will be organized, and also to transport the parents, spouse and children of the deceased person to/from the place where such deceased person will be laid to rest.

B- The Employer hereby agrees to apply the provisions specified under the paragraph (A) verbatim in case of decease of spouse or children its personnel.

**Article 83: DEADHEADING PAY**

In respect of the deadheading pay, the Resolutions of the Board of Directors of the Company shall be applied in accordance with the applicable regulations. The secondment-related deadheading advance payments of any personnel, assigned to an international duty from the center, where s/he works, shall be paid in cash.

**Article 84: SERVICE UNIFORM, WORK CLOTHING AND PROTECTIVE EQUIPMENT TO BE DELIVERED TO PERSONNEL**

The regulations of the Employer shall apply in respect of this matter. Two observes, to be assigned by the Labor Union, shall be present in respect of the preliminary activities for the tenders to be held for procurement of the service uniforms, work clothing and protective equipment to be delivered to the personnel.

**CHAPTER EIGHT**  
***Administrative Penal Provisions***

**Article 85: DISCIPLINARY ACTIONS**

Any personnel, who has committed an act requiring a disciplinary action, shall be imposed to any of the below listed actions: However, the relevant Regulations of the Company shall apply to the flight crew members, other than for the dismissal.

A) Warning B) Reprimand C) Wage Deduction D) Suspension of Seniority Promotion E) Dismissal

The actions of warning and reprimand shall not hinder promotion of the personnel only due to having been imposed with such actions.

**Article 86: WARNING AND REPRIMAND**

A- Warning

Advising the personnel, in writing, that s/he should act more carefully at her/his duties and behaviors.

The action of warning shall be imposed at the following cases;

1. To wear any clothing delivered by the Company, in a manner disregarding the honor of the Company, or not to wear the same although s/he is required to have worn it on duty/on the job;
2. To exhibit lack of attention and disorder at her/his duties;
3. To make a habit of meeting with any persons who have no relation with the work, while s/he is on duty/on the job;
4. Any attitudes and behaviors impairing the discipline to a similar extent to the above mentioned ones.

#### B- Reprimand

Advising the personnel, in writing, that s/he has been deemed blameworthy in respect of performance of her/his duties and her/his behaviors.

The action of reprimand shall be imposed at the following cases;

1. To show up late for the duty three times a month, without submitting any excuses thereto;
2. To fail to timely conclude her/his duty by exhibiting lack of attention and disorder;
3. To speak of ill-mannered words or to exhibit ill-mannered behaviors while on duty/on the job;
4. To fall asleep while on duty/on the job;
5. Any attitudes and behaviors impairing the discipline to a similar extent to the above mentioned ones.

#### **Article 87: WAGE DEDUCTION**

Deduction of the wage of the personnel either for a period of one or two day(s).

Any deductions to be made from the wage of the personnel may not exceed the per diem for two days within a month.

1. The disciplinary action of wage deduction shall be imposed in the following cases;

a) Fail to comply with the occupational safety principles; fail to use/operate the protective equipment in relation to occupational safety and occupational health as required and at the places required, or fail to have the same used/operated as and when required;

b) To tamper or to use/operate any property, machinery or equipment which has no relevance with her/his duty;

c) Fail to sign the attendance schedules on the hours determined for such purpose, or fail to clock in her/his attendance card, other than for any force majeure;

d) To distract the Company's personnel to perform their works;

e) Acting in breach of authority without any just reasons thereto;

f) Any attitudes and behaviors impairing the discipline to a similar extent to the above mentioned ones.

2. The disciplinary action of wage deduction for two days shall be imposed in the following cases;

a) Fail to inform her/his supervisors and the relevant authorities although s/he is aware of any corruption to the detriment of the Company;

b) To exhibit behaviors impairing the work discipline and the working order;

c) To depart for another city by leaving the city, where s/he is stationed, without any advice;

d) Not to come to work for one day other than any force majeure, or to leave the workplace without obtaining a permission from her/his supervisors, other than for any force majeure;

e) To perform any task assigned to her/him, in a manner to be to the detriment of the Employer in consequence of lack of attention;

f) To submit baseless complaints about the Company's personnel or kinsmen of the same at the workplace;

g) To mistreat the passengers, customers and the Company's personnel;

h) To make statements in relation to the Company without obtaining the permission of the authorized persons;

i) To malpractice or to fail to timely conclude her/his duties;

j) Any attitudes and behaviors impairing the discipline to a similar extent to the above mentioned ones.

#### **Article 88: SUSPENSION OF SENIORITY PROMOTION**

Suspension of the seniority promotion of the personnel for a period of one year.

The action of suspension of the seniority promotion shall be imposed at the following cases;

1. To carry out the works of another company or persons within the working hours applicable to the personnel, other than as per the directives given by her/his supervisors;

2. To carry out private affairs at the workplace;

3. To depart for another city by leaving the city, where s/he is stationed, other than for any force majeure;

4. The fact that her/his illness is not recognized upon a medical examination to be performed by a physician/medical doctor despite the fact that s/he has stated s/he is/was ill; or to leave her/his duties under the pretext of being ill; and not to stay at home despite the fact that the physician/medical doctor so recommends/requires;

5. To submit applications either in writing or verbally about the Company which are of the nature of complaints or notices;

6. Any attitudes and behaviors impairing the discipline to a similar extent to the above mentioned ones.

**Article 89: RECURRENCE, MITIGATION AND AGGREGATION OF ACTIONS OF PUNISHMENTS**

A- Recurrence of Actions

In case of recurrence of any acts and behaviors at the same degree, requiring imposition of a disciplinary action, the immediate higher action shall be imposed.

B- Mitigation of Actions

The actions, which may be imposed on any personnel, whose activities were favorable and good during her/his services in the past, or who has a very good standing of registration, may be mitigated to the immediate lower action.

C- Aggregation of Actions

In case of aggregation of various crimes, requiring imposition of the same action in case of an incident, then the authorities empowered to impose the action may impose a separate action for each crime by exercising their discretion, or may impose the immediate higher action with the purpose of making the action corresponding to such crimes more severe.

Individual or collective imposition of the actions shall not hinder application of the provisions for the recurrence of the actions.

**Article 90: COMPOSITION AND OPERATION OF THE DISCIPLINARY BOARD**

A- The Disciplinary Board shall comprise of 3 representatives to be appointed by the Employer, and 3 representatives to be appointed by the Labor Union. The Chairperson of the Disciplinary Board shall be one of the representatives of the Employer, and the clerk of the same shall be one of the representatives of the Labor Union. Within a period of 15 days following the date, on which the workplace is notified of the collective bargaining agreement, the Employer shall notify the Labor Union of the Chairperson and the Members, and the Labor Union shall notify the Employer of the clerk and the members. The Disciplinary Board shall convene upon the invitation, in writing, served by the chairperson, upon the attendance of the total number of the members, provided that such invitation is served at least 3 days beforehand. It is a basic principle that the meeting is held upon attendance of all members. In case of any excuses submitted by the permanent members, then the substitute members shall attend the meeting in substitution. In the event that the permanent and the substitute members do not attend the meeting despite of the invitation, then the board shall hold the next meeting upon attendance of the majority of the members within a period of 3 days. The Disciplinary Board shall resolve on the matters forwarded to it, within a period of 15 days to start as of its initial meeting. With respect to soundness of the investigation, such period may be extended upon a resolution of the board. The Board shall collect any and all kinds of evidence and also take the defense statement, in writing, of the relevant personnel, if so required, in order for adoption of its resolutions.

B- Resolution on the action of dismissal at the Disciplinary Board shall require majority of the votes. In case of equality of the votes at the Disciplinary Board, the vote casted by the chairperson shall be regarded as two votes. Such action shall be applicable to the personnel within a period of 6 business days as of the date on which the CEO & President has approved the action for dismissal as adopted by the Disciplinary Board. The action of dismissal shall not be enforced upon elapse of such period.

**Article 91: IMPOSITION OF DISCIPLINARY ACTIONS, AND OBJECTION TO ACTION**

The Managers or the senior ranking superiors of the division, where the personnel serves, shall be empowered to impose the actions of warning and reprimand. The action of wage deduction may be imposed upon the approval to be granted by the Manager and the higher immediate supervisor thereof.

The crime attributed to the personnel shall be advised in writing to the personnel; and the personnel shall be asked to submit a defense statement in writing. An action of punishment may be imposed only upon taking the defense statement. In the event that the personnel does not submit her/his defense statement, in writing, within a period of 5 business days to start as of the date of service of notice to her/him, then such personnel shall be deemed to have accepted the allegation. Such period shall commence as of the date of expiry of the duty in respect of the flight crew members on duty as well as the personnel who is outside the workplace due to any secondment.

The actions, covered under the authority of the Managers and senior ranking superiors at the workplace, shall be imposed within a period of 20 business days as of the date on which the defense statement has been submitted or required to be submitted, and no later than 4 months as of the time of occurrence of any act. Such periods shall not be taken into account in respect of any matters which are referred to the Supervisory Board, and also any actions which are deemed to constitute an offense, as well as any actions committed against the money, monetary documents and deeds and goods of Turkish Airlines Inc..

The action of reprimand shall be definite and unobjectionable. Any personnel, who has been imposed with a higher disciplinary action, may raise an objection, in writing, to the immediate superior through the agency of the authorized person of the division, to which s/he reports, within a period of 20 business days to start as of the date on which the action is served to her/him. Decision to be made by the Secondary Supervisor shall be definite. Any actions of punishments shall not be entered on to the registration file of the personnel unless the same have been finalized. Any disciplinary actions, which are not contested within the period granted for such purpose, shall become conclusive.

**CHAPTER NINE**  
***Provisions Regarding Flight Crew Members***

**Article 92: LOSS OF LICENSE DUE TO ACCIDENT AND MEDICAL REASONS**

The Company Regulations shall apply in respect of such matter. Any and all cockpit personnel serving within the organization of the Company shall be provided with the Insurance for Loss of Pilot License. The commission which shall consist of the representatives to be assigned by the Office of the Chief Human Resources Officer, the Office of the Chief Flight Operations Officer, and also the Office of the Chief Financial Officer, as well as an observed to be assigned by the labor union, shall be authorized with respect to the policy terms and coverage thereto.

In case of temporary loss of license of the cockpit crew members, the seniority pay as specified under APPENDIX-1 and the flight compensations as specified under APPENDIX-3 shall be continued to be paid.

**Article 93: FLIGHT SEVERANCE COMPENSATION**

The Company Regulations shall apply in respect of such matter. In respect of such regulations, the Employer shall perform amendments upon obtaining the opinion of the HAVA-IS Labor Union.

However, the practice in respect of the Cabin Crew Members, who have passed to the ground service before the Regulation, numbered 07-024, adopted on 20.01.1983, and who have been receiving the flight severance compensation, shall be continued as per the same manner and procedure.

The ones temporarily appointed to the ground service, among the senior cabin crew members/cabin chiefs and the cabin crew members who have been evidenced by means of a Board report, issued by any of the hospitals where the periodical airworthiness examination of the cockpit crew members of the Company are being performed temporarily, that they could not perform the flight services effectively, or that they would jeopardize their own health if they fly, shall be paid with the wage of the work group in which they serve.

#### **Article 94: PERSONNEL INCLUDED IN FLIGHT CREW**

The Employer hereby agrees to pay 70% of the pilot base flight wage for 1 hour at daytime as the flight wage for 1 hour, for each flight hour operated by such personnel, to the such other Company personnel to be included in the flight crew by the Company serve on board the aircraft.

#### **Article 95: PROVISIONS REGARDING COCKPIT AND CABIN CREW MEMBERS**

##### **1- PURPOSE**

The general purpose of the following provisions regarding flight crew members is to set out the necessary measures concerning the cumulative fatigue, on the basis of flight safety and security in accordance with international standards.

##### **2- GENERAL PROVISIONS**

- a) The following provisions of the collective bargaining agreement, and the applicable provisions of the Company regulations/procedures of THY A.O. (Turkish Airlines Inc) being effective as of the date of execution of the agreement, shall apply. The provisions specified under Article 20 of the CBA (Collective Bargaining Agreement) shall apply with respect to any changes between the Company Regulations/Procedures, which are of direct concern to the rights and interests of the staff members and which are in force as of the date of execution hereof, and the Company Regulations/Procedures which are in force as of the date of execution of the CBA (Collective Bargaining Agreement) for the 25<sup>th</sup> Term.

With respect to the provisions set out under this collective bargaining agreement or in the applicable regulations / procedures of the Company; for any statutory regulations already in effect or to the put into effect by the relevant competent authorities, where different provisions are applicable to the same matter in such regulations, only the one being in favor of the personnel shall apply.

- b) The Company shall designate a main/home base for each flight crew member. Where there are more than one main/home base designated by the Company in accordance with the national civil aviation regulations, the flight crew members may only be deployed at one main/home base. The main/home base of the flight crew members, currently employed by the Company, shall be the province in which their employment at the Company has started. That province shall be clearly indicated in the contract of employment of the personnel.
- c) The Employer hereby acknowledges that, in the event that the Company has more than one main/home base, it shall assign the labor union-member flight crew members to a Province other than that of the main/home base where such crew members serve, only subject to their personal consents in writing.

- d) As a principle, flight scheduling of flight crew members should be conducted with a fair approach. The Employer shall be obliged to present, upon request by the Labor Union, the details of the schedules planned and applied regarding the monthly, quarterly, annual flight duty periods, flight times, days off, rest periods no later than 7 days following such request.
- e) The Employer may not discriminate flight crew members in terms of scheduling. No flight duty prohibition may be imposed on international flight duties of a flight crew member for any reasons, other than temporary suspension of flight duties, as per the Company Regulations Nr. 07-031 and 07-032.
- f) The Employer shall schedule sufficient number of stand-by duty crew members, reserve crew members and the CFR (Call For Roster), if and when so allowed by the civil aviation regulations, for the possible needs for flight crew members which are likely to arise due to the daily flight irregularities and the nature of the flight operation. Such needs may not be satisfied by interrupting or changing the duty of a flight crew member, who has already been assigned to another duty on that day.

The CFR duties of the flight crew members as reserve crew must be announced no later than 18.00 in local time. Any CFR duty issued after the given time may be assigned only obtaining the approval from the labor union, and the cabin and the cockpit crew members shall not be liable for any change other than the foregoing.

- g) The maximum age limit for flight duty is the date when 55 years of age is completed for Cabin crew members, in accordance with the THY A.O. (Turkish Airlines Inc.) Regulation No 07-024 regarding flight crew members leaving flight duty. However, if the minimum age limit for retirement is above 55 years as part of the social security institution of the personnel in question, this difference shall be taken into account in maximum age limit for flight duty.
- h) The Employer shall accept that the coverage of the personal accident insurance of the flight crew members is valid and effective up to the "duty period" (shall hereinafter be referred to as the "duty period") as described under the SHT-FTL.

### **3- DUTY LIMITATIONS**

- a) The Employer may assign and certificate Cabin Crew Members or Senior Cabin Crew Members only to work on three different aircraft types. For being assigned to a fourth aircraft type other than the three different aircraft type may be authorized only if the former is a variant of one of these three types and if the location of security equipment, emergency exists as well as emergency instruction are essentially similar so as not to have a significant effect on the type-specific emergency procedures.
- b) The flight duty period for temporary base for each flight crew member may not exceed 75 days in a calendar year; provided that it does not exceed 30 consecutive days at one time, with 90-day intervals. The sum of stay-over duties and temporary base duties may not exceed 180 days in a calendar year.
- c) In respect of the monthly flight schedules of the flight crew members, the total stay-over duty may not exceed 15 nights for the flight duties which are in excess of 8 hours that include a time difference of 4 hours or more, in rotation, or a sector that is the return to the home/main base, and the total stay-over duty may not exceed 15 nights for the flight duties with two sectors, one of which is in excess of 6 hours, and 8.5 hours in total.

The total of the number of the stay-over days at the monthly flight schedules of the Cockpit crew members, who serve on board the narrow-body aircraft, and the flights operated

within the same day covering the period between 22:00-06:00 on Local basis, may not exceed 17 days.

- d) The flight crew members may be assigned with only a single flight duty period, a single simulator, a single stand-by duty or a single training duty within the period of the UTC day definition period at the home/main base.
- e) Monthly scheduled and announced duties of flight crew members may be changed provided that the flight crew member is informed by the Employer by notifications to be made at least 24 hours prior to the time of the flight duty, which is planned to be changed. The deed (protocol), executed on May 16, 2016 by and between the Parties hereto, shall apply in respect of such matter.

#### 4- REST and OFF PERIODS

The rest period following any flight duty which ends on the main/home base, temporary base shall be minimum 12 hours or equal to previous duty period or twice the actual flight time within the previous flight duty period, whichever is greater. In the event that the following duty is affected in case of prolongation of the flight duty period due to any operational irregularity (such as delay, divert, etc.) then the portion up to one hour shall be reduced from the value that is the flight period multiplied by two, whichever is greater. The minimum rest period at the home/main and temporary base as given herein above shall be minimum 10 hours or up to the duty period at the stay-over aerodrome, and greater of such periods shall apply. The minimum rest period following any duties other than the flight duty period is 12 hours.

- a) 8 days off shall be assigned to flight crew members in a calendar month as off period. The days off shall be scheduled as 2+2+2+1+1 and dispensed throughout the calendar month in a balanced manner. The dates of days off, specified in monthly flight schedules, may not be changed within the same month. The number of days off to be planned in proportionate to the days on which no flight duty may be assigned is indicated on the schedule given under APPENDIX-5. If no flight duty is assigned to the flight crew members when they are on reserve duty (CFR), the day of such reserve duty (CFR) shall not be considered as day off. The days off shall be indicated with the off day codes on the flight schedules. No duty may be given to the flight crew members during any unchangeable off-days.
- b) No duty, the time of signature for which starts before 06.00 in local time, may be assigned to flight crew members on the main/home base, on the calendar day following the single days off which must be planned in scheduling in a calendar month.
- c) In case of assignment of an early starting duty after a late finished duty or a night duty at the home/main base, then the rest period between such two duties shall include 1 local night. **(APPENDIX-6)**
- d) In case of 4 or more early starting, late-finishing duties or night duties between two RERPs (Recurrent Extended Rest Period), then the second RERP shall be extended to 60 hours. **(APPENDIX-7)**
- e) In respect of the rest periods granted at the home/main base for the duties which include a time difference of 4 hours or more;
  - i. The period to elapse until the end of the 1st day following the day on which the flight, the hour of work of which has ended on the home/main base before 12:00 in local time, has landed; and

ii. The period to elapse until the end of the 2nd day following the day on which the flight, the hour of work of which has ended after 12.00 or thereafter in local time, has landed, shall not be included in the days off that are required to be granted within a calendar month.

iii. The new mission following the flights, whose work finishes at the main base at or after 12:00 in local time, and which require a minimum of two local nights of rest in accordance with SHT-FTL, may be started after 48 hours of rest, at the earliest.

- f) In respect of the non-positioning flight duties returning to the home/main base at the stay-over aerodrome with a time difference less than 4 hours; the rest periods granted at the home/main base for the duties which include a flight duty period of 8 hours or more at the return sector, if such flight is for one sector, and 6 hours (inclusive) for one of such sectors, in case of multiple sectors, and 8.5 (inclusive) hours in total, shall be up to the end of the local day on which such duty ends, and such periods shall not be considered as the days off that are required to be granted within a calendar month.

Also, except for the extraordinary cases, in respect of the duties, which exceed 8.5 (inclusive) flight hours in total, provided that the flight period of one of the sectors shall be at least 6 hours, and which start and end at the main base, and which are performed as round flights, the rest periods, which are provided at the main base, shall be until the end of the local day following the day, on which the duty ends, and it shall not be considered as one of the free days that is required to be provided in a calendar month.

- g) No duty, whose signing time starts before 03:00 in local time, may be assigned to the main base on the calendar day following the scheduled annual paid leave from the previous month and the scheduler casual leave from the previous month.

## 5- WAGE DEDUCTION

From the additional credit-based monthly flight compensation, which is paid in accordance with the Company Regulation Nr. 07-025;

- a) A deduction shall be made, only with respect to the flight duties where the flight crew member fails to show up, for any reasons whatsoever (unless occupational accident and minimum flight obligation is sought) on the day of the time of signature when such flight is scheduled provided that it is minimum 4 hours per day; otherwise no deduction may be made for any day when s/he fails to show up regardless of whether a flight is scheduled or not for such day.
- b) If a flight crew member fails to attend his/her flight (unless occupational accident and minimum flight obligation is sought) due to a reason occurring before the day of the time of signature when such flight is scheduled; and the duration of such non-attendance includes the stay-over period partially or fully; then the deduction to be made shall be equal to the sum of the actual flight times included in the total flight duty period which starts from the time of signature, continues during the stay-over time and ends on the main/home base. In the event that the flight crew members inform the employer about the failure in participation in the scheduled flight duties based on the medical report, at least 4 hours before the commencement time of working hours of the scheduled duty or earlier, then no deduction specified herein shall be imposed for the first 2 days of the medical report obtained. If such report is issued for one or two days, then no deduction shall be made for the scheduled rotation, and a flight may be scheduled for the period after the ending time of such report. However, no duties may be scheduled to the days, which are covered under medical reports issued within the same month as the monthly flight scheduling and which correspond to the next month of scheduling; and no deductions may be made from the additional credit-based monthly flight compensation. However, it is essential that the

personnel submits such medical report before the announcement of the schedule for the next month.

- c) 4 hours of compensation shall be deducted from the additional credit-based monthly flight compensation for those who have failed to show up their stand-by (SB) duties and perform their CFR duties.
- d) No deductions may be made from the additional credit-based monthly flight compensation due to absence based on medical reports not exceeding 2 days, which are issued because of a medical problem experienced during the flight duty period (working hours). In such cases, no deduction shall be made for scheduled rotation, and a flight may be scheduled for the period after the ending time of such report.

#### **6-SENIORITY LEVEL/RANKING FOR CABIN CREW MEMBER and SENIOR CABIN CREW MEMBERS**

The place of cabin crew members and senior cabin crew members in the seniority level/ranking shall be determined based on the first date of commencement for work as cabin crew member in the Company.

#### **7- PREGNANCY and MATERNITY RIGHTS OF FEMALE FLIGHT CREW MEMBERS**

- a) No provisions regarding pregnancy and maternity other than the provisions of this collective bargaining agreement may be introduced with respect to female flight crew members.
- b) Female flight crew members shall be relieved from flight duty upon documentation of her pregnancy with a medical report in accordance with the regulations of her respective social security institution.
- c) The female flight crew member may continue her flight duty till an appropriate date, if it is confirmed by medical report that she may be assigned to flight duty and subject to her consent.
- d) The paid administrative leave shall be granted to the female flight crew members until the date of her legal paid maternity leave. The wage and bonus, amounting to the 1.5 times the legal gross minimum wage as promulgated on the Official Journal, shall be paid to such personnel (during the bonus periods) during such period of leave.
- e) Any female cabin crew member, who has recently given birth, shall not be assigned to any stay over duty, which includes a stay-over period, for a period of 2 years following the birth upon her request in writing.
- f) Any labor union-member breastfeeding female cabin crew member shall be given breastfeeding leave up to a period of two years following the birth upon her written request.
- g) In the event that any Flight Crew Member, who has recently given birth, asks for the period of the breast-feeding leave, then such flight crew member shall be provided with the flights to be limited to forty hours a month, in maximum, on the basis of the scale as set out under the 25<sup>th</sup> group for the cabin crew members and the 27<sup>th</sup> group (breast-feeding leave) for the cockpit crew members, as given on APPENDIX-3 hereto.
- h) No flight or any such other duty may be scheduled for the period between 22:00 and 08:00, local time, for the Cabin crew during the breast-feeding leave. No stay-over duty may be performed by such personnel.

- i) In respect of the cockpit crew, a maximum of forty hours flight may be scheduled by following the below listed stages, respectively. In the event that there is no flight at the sufficient number between 08:00 and 22:00, local time, then the flight to be operated within the same day shall be planned; and in case of unavailability of such flights at sufficient number, then the stay-over duty shall be planned."
- j) Any female flight crew member, who is a member of the labor union, shall be provided with the opportunity to work part-time in the third year following the birth, upon her request in writing. The part-time work shall be planned for the first 15 days or the remaining part of the relevant planning month, and in case of occurrence of any situation, which prevents to perform any planning within such period of time, then the part-time work shall be planned within the consecutive 15-day period during the relevant planning month, and no stay-over deduction shall be applied during such period of time, and a maximum of 50 flight hours/month may be planned. It shall be at the discretion of the Employer to perform a planning for which part of which month.
- k) The wages of the personnel shall be accrued in proportion to the number of days of attendance in accordance with the part-time working period.
- l) THY and HAVA-IS hereby acknowledge that the provisions, as provided under the Guidelines For Working on Part-Time Basis Following the Maternity Leave or Unpaid Leave, shall be applied comparatively regarding the matters, which are not regulated under the paragraphs j) and k), with respect to the part-time work, and such matter shall not be interpreted that the flight crew members shall be subjected to the said guidelines.

#### **Article 96: PROVISIONS REGARDING FLIGHT CREW MEMBERS**

Any rights granted to the cockpit and cabin crew members under this Collective Bargaining Agreement shall be enforced and exercised in a manner not to constitute any rights and interests duplicated with the Company Regulations and the Resolutions of the Board of Directors.

### **CHAPTER TEN** ***Miscellaneous and Provisional Clauses***

#### **Article 97: GRANT OF SERVICE CLASP**

The Company regulations shall apply in respect of such matter.

#### **Article 98: CONSUMER COOPERATIVES AND CANTEENS**

The statutory provisions shall apply in respect of this matter.

#### **Article 99: SPORTS ACTIVITIES AND FACILITIES**

The statutory provisions shall apply in respect of the sports activities.

#### **Article 100: TRAINING**

The provisions of the Company regulations shall apply in respect of the training activities. However, the annual training program shall also be sent to the labor union.

#### **Article 101: RECOGNITION**

The Employer shall reward any personnel successful at their job positions by means of a letter of thanks, a public thanks or a letter of appreciation.

## **Article 102: TERM AND EFFECT OF THE COLLECTIVE BARGAINING AGREEMENT**

This Collective Bargaining Agreement shall enter into force on 01.01.2024, and it shall expire on 31.12.2025.

## **Article 103: DISABLED EMPLOYEES**

A- Any disabled employee shall be provided a tolerance of 10 minutes compared to that of any other personnel with respect to the time of start and ending of the working hours.

B- Any disabled personnel, who does not wish to benefit from the food service, shall be provided with a food allowance that will not be less than the amount, as specified under Article 23/8 of the Income Tax Law Nr.193, per day worked, upon her/his request (to the extent that such personnel may request for a change once a year).

C- In the event that the governor's offices declare that the public personnel in the provinces shall be considered on leave due to the weather conditions, then the disabled personnel, serving in the province in which the announcement is performed, shall also be considered on paid leave for the period announced by the relevant governor's office.

## **Article 104: COMPENSATIONS AND PREMIUMS**

### **A- Fixed Supervisor's Compensation:**

The following gross amount of supervisor's compensations shall be paid to the personnel, serving under the job title of "Supervisor", in addition to their monthly wage:

The gross amount of supervisor's compensation shall be paid to the personnel, serving under the job title of supervisor within the work groups of 07.2., 07.3., 09.2., 10.1., 10.2., 10.3., 13.1., 14.1. and 14.2., in the amount of TRY 16,000.- (sixteen thousand) in a manner to be effective as of 01.01.2024 for the first year of this collective bargaining agreement.

Such payment shall be performed in the first and second six months of 2025 by being increased at the ratio of change (excluding additions) as calculated based on the index number provided under Wages and Wage Increases (Article 32).

The Supervisor's Compensation shall be paid on the basis of the principle of per diem deduction in line with the personnel's attendance status as long as such personnel serves under such job title, and it shall be included in the calculations of the bonuses, overtime works and Weekend Working Premiums (Additional Shift Premiums). It shall not be included in the calculation of language compensation.

In case of acting for and on behalf of the Supervisor, the gross amount of supervisor's compensation, which is determined, shall be paid as the deputy's compensation to the personnel after three months.

### **B- Premiums:**

1. The gross amount of Occupational Safety Specialist Premium shall be paid to the personnel, holding the certificate of occupational safety specialist and actually serving under such job title, in the amount of TRY 3,204.- (three thousand two hundred and four)/Month for the first year of the Collective Bargaining Agreement, as long as such personnel continues to serve such duty.

2. The gross amount of Dispatcher Premium shall be paid to the personnel, holding the dispatcher license approved by the DGCA (Directorate General of Civil Aviation) and actually serving in the field for which they are licensed, in the amount of TRY 9,566.- (nine thousand five hundred and sixty six)/Month for the first year of the Collective Bargaining Agreement, as long as such personnel continues to serve such duty.

No flight fee shall be paid to the relevant personnel in accordance with the staff members included to the flight crew as specified under the Article 94.

3. The gross amount of Airworthiness Review Personnel Premium shall be paid to the personnel, holding the certificate of Airworthiness Review Personnel approved by the DGCA (Directorate General of Civil Aviation) and actually serving within the Technical Directorate against such certificate, in the amount of TRY 6,000.- (six thousand)/Month for the first year of the Collective Bargaining Agreement, as long as such personnel continues to serve such duty.
4. The gross amount of Supervisor's Premium shall be paid to the personnel, actually serving under the job title of Senior Cabin Crew Member, in the amount of TRY 3,204.- (three thousand two hundred and four)/Month for the first year of the Collective Bargaining Agreement, as long as such personnel continues to serve such duty.
5. The gross amount of Chief Controller's Premium shall be paid to the personnel, actually serving under the job title of Chief Controller, in the amount of TRY 9,566.- (nine thousand five hundred and sixty six)/Month for the first year of the Collective Bargaining Agreement, as long as such personnel continues to serve such duty.
6. The gross amount of Load Master's Premium shall be paid to the personnel, actually serving under the job title of Load Master, in the amount of TRY 5,537.- (five thousand five hundred and thirty seven)/Month for the first year of the Collective Bargaining Agreement, as long as such personnel continues to serve such duty.
7. The gross amount of Load Master Instructor's Premium shall be paid to the personnel, actually serving under the job title of Load Master Instructor, in the amount of TRY 5,537.- (five thousand five hundred and thirty seven)/Month for the first year of the Collective Bargaining Agreement, as long as such personnel continues to serve such duty.

Such payment shall be performed in the first and second six months of 2025 by being increased at the ratio of change (excluding additions) as calculated based on the index number provided under Wages and Wage Increases (Article 32).

Any and all of the premium payments, as specified above, shall not be taken into account with respect to the calculations of the additional payments such bonus, overtime work, performance premium, etc. as well as calculations of the Language Compensation, Weekend Working Premiums (Additional Shift Premiums), etc.

### **Provisional Clause 1: ENJOYMENT**

The persons, who have been a member to the Labor Union which is a party to this Collective Bargaining Agreement, at a period between the Date of Effect (Commencement) and the date of execution of this Collective Bargaining Agreement, but whose contracts of employment have expired, and the strikebreakers, and the legal heirs of any such deceased persons shall be paid exclusively with the difference amounts between their seniority pays and the workmen's compensation for the period up to the date of effect and the date, on which such persons have left

the work, or have deceased. No difference amount in relation to the severance and notice pays and such other payments shall be paid.

**CHAPTER ELEVEN**  
**PROVISIONS REGARDING LABOR UNION MEMBER PERSONNEL SERVING ABROAD,**  
**DESIGNATED BY THE HEADQUARTERS**

The provisions, which shall be applicable verbatim or as amended or as supplemental, or which shall not be applicable to the labor union member personnel serving abroad, appointed by the headquarters, of this Collective Bargaining Agreement, are specified under the sections given below; and this Collective Bargaining Agreement shall not be applicable to the personnel, either of Turkish nationality or of any foreign nationalities, appointed from their locations.

**A- The provisions of the below listed articles of this Collective Bargaining Agreement shall be applicable verbatim to the labor union member personnel serving at any abroad organization of Turkish Airlines Inc., appointed by the headquarters.**

Articles 1, 2, 3, 4, 5, 6, 8/A, 9, 11, 12, 13, 15, 16, 17, 18, 19, 20, 24, 25, 26, 27, 28, 36, 42, 43, 46, 47, 53, 54, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 68, 69, 77, 83, 84, 85, 86, 87, 88, 89, 90, 91, 94, 97, 101, 102 and Provisional Clause 1.

**B- The provisions of this Collective Bargaining Agreement, which shall be applicable as amended to the labor union member personnel serving at any abroad organization of Turkish Airlines Inc., appointed by the headquarters, are listed below.**

**Article 7: SECURITY OF THE LABOR UNION'S WORKPLACE REPRESENTATIVE AND MANAGERS**

The Employer may not terminate the contracts of employment of the managers and labor union workplace representatives holding office at the Board of Directors, Disciplinary Board and Board of Auditors of the Headquarters and the Branches, which have been established in accordance with the law on Labor Unions and Collective Bargaining Agreements by the Labor Union, without any good cause and unless it specifies the reason of such termination explicitly and conclusively, or may not relocate the workplace of any labor union representative unless such representative grants her/his consent, in writing, thereto.

Articles 23 and 24 of the Law on Labor Unions and Collective Bargaining Agreements, numbered 6356, are hereby reserved. In the event that a compensation/indemnity is required to be paid as per the Law, then any such compensation/indemnity shall be paid in Turkish Lira in Türkiye.

**Articles 29-30-31**

The amounts prescribed under the provisions of such articles shall be paid in Turkish Lira in Türkiye. Insofar, in respect of such payments, the salary which is required to be received by the personnel by adding the seniority promotions, concerned with the periods spent abroad by the personnel, on to the last salary (seniority pay + workmen's compensation) received by such personnel from Turkish Airlines Inc. before being appointed to serve as abroad, shall be paid domestically.

**Article 34: GRATUITY (ADDITIONAL MONTHLY WAGE)**

The Employer hereby agrees to pay four gratuities (additional monthly wage) over the total amount of the monthly wage specified on the Seniority Pay under APPENDIX-1, the Workmen's

Compensation Schedule under APPENDIX-2 or of the monthly wages specified on Flight Compensations Schedule under APPENDIX-3 of this Collective Bargaining Agreement, to the labor union member personnel, provided that such amounts shall be paid on the 8th day of the month following the March, June, September and December, on yearly basis.

Insofar, such wages shall be calculated on the basis of the rates available for the staff in Türkiye.

#### **Article 35: ANNUAL SENIORITY AND WORKMEN'S COMPENSATION GRADE PROMOTION**

This Article shall apply as in force for the staff in Türkiye, in respect of the personnel appointed by the headquarters.

#### **Article 41: PAYMENT OF OVERTIME PAY**

Any and all overtime pays shall be paid no later than the 30th day of the month following the month in which the personnel has worked. Insofar, the payment shall be performed on the immediate previous business day if the payment date corresponds to a non-business day.

#### **Article 52: EXTRA WORK BEYOND REGULAR WORK**

Any personnel, who participates any overtime continuing after her/his regular work, other than the regular working times, shall be entitled to the overtime pay up to the hours of the overtime performed by her/him. Any personnel, called while s/he is at home, shall be entitled to a three (3) hours frozen overtime pay. However, if the working period is longer, then such personnel shall receive the work wage up to the actual work performed by her/him.

The Employer shall transport the personnel, called for work, from/to the workplace and her/his house, between 22:00 and 07:00, as per the above paragraph.

#### **Article 67: SICK LEAVES**

In case of their illness, the Employer may grant its personnel with the paid sick leaves in accordance with the below listed principles;

A- In case of recovery of the personnel due to any circumstances other than any occupational diseases and occupational accidents, such personnel shall be deemed to be on paid leave up to one hundred and twenty days. However, no payment shall be performed to the personnel in case of continuous (permanent) recovery, which lasts longer than one hundred and twenty days within a calendar year, or the period of which exceeds one hundred and twenty days without being limited to the calendar year.

B- Any personnel, who suffers from cancer, tuberculosis and mental illness (psychiatric diseases which eliminate the ability to comprehend the meaning and consequences of the act that they commit and to select their actions independently), end-stage/advanced stage chronic organ failure, organ transplantation, ankylosing spondylitis and neuromuscular diseases shall be granted with the paid sick leave. Leaves granted to the personnel, whose illness is certified to be continuing by means of a public medical board report upon completion of such period of 12 months shall be extended as paid leaves for a further period of 24 months.

C- Any personnel, who is involved in an occupational accident or is suffering from an occupational disease, shall be granted with paid sick leave until the full recovery of such personnel, during the period in which such personnel holds a medical report stating such case, until her/his disablement is finalized by means of a public medical report, or until the decease of such personnel. However, such period may not exceed twenty four months at any time.

D- The wages, applicable at Turkish Airlines, of the personnel, benefiting from the paid sick leaves as prescribed under the paragraphs A), B) and C) above, shall be paid fully by the Employer. However, the amount, which is processed by the Social Security Institution, shall be collected by the personnel from the relevant institution. The personnel shall be obliged to submit the document, which states that the amount collected has been deposited to the Company account, and the documents, which prove that s/he takes a rest, to the relevant department within a period of two months, at the latest. The report amount shall be deducted from the wage of the personnel who fails to perform such transaction (excluding any personnel whose sickness insurance premium is not deducted from her/his wage as per the Law Nr. 5510 on Social Insurances and General Health Insurance). However, the no incapacity payment shall be performed to the personnel by the Social Security Institution in any workplace, in which a protocol has been executed by and between the Company and the Social Security Institution, due to the fact that the offset process will be performed regarding the benefit for temporary incapacity. Therefore, no report money shall be deducted from the wages of the personnel, for whom no benefit for temporary incapacity is paid by the Social Security Institution.

The payment periods, as provided under paragraphs A, B and C, shall not be taken into account in the workplaces, in which the offsetting process is performed.

Insofar, the local laws shall apply in respect of this paragraph.

E- In order for being able to benefit from the above mentioned sick leaves, the personnel of Turkish Airlines Inc. shall be obliged to submit the recovery report, duly issued by the physicians and/or organizations authorized by the Social Security Institution, to the Employer.

Insofar, the local laws shall apply in respect of this paragraph.

#### **Article 70: NATIONAL HOLIDAYS AND GENERAL HOLIDAYS**

The personnel shall be subject to the national holidays and the general holidays of the country, in which s/he works, in a manner to be effective as of 01.08.2003.

#### **Article 72: WEDDING ALLOWANCE**

The Employer hereby agrees to provide a one-off wedding allowance, amounting to TRY 12.000-. (twelve thousand), to its personnel, who is getting married, in a manner to be effective as of 01.01.2024 during the first year of this collective bargaining agreement.

Such payment shall be performed in the first and second six months of 2025 by being increased at the ratio of change (excluding additions) as calculated based on the index number provided under Wages and Wage Increases (Article 32).

If both spouses are personnel of Turkish Airlines Inc., then such allowance shall be granted to both of them on individual basis. In order for being able to benefit from such allowance, the personnel shall be required to evidence the marriage.

Insofar, such benefit shall be paid in Turkish Lira in Türkiye.

#### **Article 73: SOCIAL AID**

The workers, covered by this Collective Bargaining Agreement, shall be paid with TRY 6,500-. (six thousand five hundred)/per month as the social aid on monthly basis during the first year of this collective bargaining agreement.

Such payment shall be performed in the first and second six months of 2025 by being increased at the ratio of change (excluding additions) as calculated based on the index number provided under Wages and Wage Increases (Article 32).

In respect of payment of such aid; no per diem deduction shall be made in the cases of recovery periods due to any and all kinds of paid leaves and occupational accidents and occupational diseases, as well as in any other recovery for any other diseases, not exceeding a period of one month.

Insofar, such benefit shall be paid in Turkish Lira in Türkiye.

#### **Article 76: MATERNITY BENEFIT**

Any female personnel, who had a delivery, or the male personnel, whose spouse had a delivery, shall be provided with the maternity benefit, amounting to TRY 6,000.- (six thousand), for each infant in a manner to be paid at once and in a manner to be effective as of 01.01.2024, based on the birth report proving that such newborn is alive, during the first year of this collective bargaining agreement.

Such payment shall be performed in the first and second six months of 2025 by being increased at the ratio of change (excluding additions) as calculated based on the index number provided under Wages and Wage Increases (Article 32).

Insofar, such wages shall be calculated on the basis of the rates available for the staff in Türkiye, and shall be paid in Turkish Lira in Türkiye.

#### **Article 78: DEATH BENEFIT**

The Employer shall provide a death benefit amounting to TRY 15,000.- (fifteen thousand) in case of decease of the spouse, the parents or the dependent children of the labor union member personnel, in a manner to be effective as of 01.01.2024 during the first year of this collective bargaining agreement.

Such payment shall be performed in the first and second six months of 2025 by being increased at the ratio of change (excluding additions) as calculated based on the index number provided under Wages and Wage Increases (Article 32).

In order for being able to receive such benefit, the personnel shall be obliged to evidence the decease to the Employer. In case of decease of children of the couples working at Turkish Airlines Inc., then such benefit shall be provided only to one of the parents. Upon the request of the personnel, such benefit shall be provided immediately in the form of an advance payment effectuated from the accounting office of the management office to which such personnel reports.

Insofar, such benefit shall be paid in Turkish Lira in Türkiye.

#### **Article 79: OCCUPATIONAL ACCIDENT, DISABLEMENT AND DECEASE**

1-An occupational accident shall mean an incident, which occurs in one of the situations and circumstances as specified under Section 13 of the Social Insurance and General Health Insurance Law Nr. 5510, and which causes immediate or subsequent physical and mental damage. Apart from those as specified under the relevant Section, any accident, which occur while the personnel is traveling to and from the workplace through a reasonable and traffic-usual route by using their own means, shall also be considered as an occupational accident.

2- In case of occurrence of any of the circumstances specified under the first subparagraph, the amounts of compensation/indemnity to be paid by the Employer shall be as follows;

a) In the event that any of its employees suffers from any occupational accident during the first year of this collective bargaining agreement, then the Employer shall pay net TRY 280.000.- to such employee, if such employee is deemed to be disabled in accordance with the regulations of the social security institution applicable to such employee and also that the disability of such employee is authenticated/documentated by a report for such purpose, excluding any case of willful conduct or gross negligence of the same, in a manner to be effective as of 01.01.2024. Such payment shall be performed in the first and second six months of 2025 by being increased at the ratio of change (excluding additions) as calculated based on the index number provided under Wages and Wage Increases (Article 32).

b) In case of decease of any of its employees in consequence of any occupational accident during the first year of this collective bargaining agreement, then the Employer shall pay net TRY 280.000.- to the legal heirs of such employee, without seeking for any willful conduct or gross negligence of such employee, in a manner to be effective as of 01.01.2024. Such payment shall be performed in the first and second six months of 2025 by being increased at the ratio of change (excluding additions) as calculated based on the index number provided under Wages and Wage Increases (Article 32).

3- Excluding any cases of willful conduct or gross negligence; in the event that the personnel becomes disabled to perform her/his fundamental duty due to any occupational accident, occupational disease or any accident suffered by her/him; then the Employer shall;

a) pay the monthly wage (seniority pay + workmen's compensation) payable to such personnel for a period of two years at her/his fundamental duty, in full.

b) In the event that the personnel corresponding to the above listed circumstances does not recover to perform her/his fundamental duty within the period specified under the paragraph (a), then such personnel shall be assigned with a job as appropriate to her/his condition. In such case, no change shall be made in respect of the former remuneration of such personnel. Any fringe pays applicable to her/his new job shall be granted additionally. The personnel shall be brought to the headquarters, and it shall be applied on the wage of the personnel applicable in Türkiye.

4- In case of natural decease of any personnel during the first year of this collective bargaining agreement, then the Employer shall pay net TRY 280.000.- to the legal heirs of such personnel, without seeking for any willful conduct or gross negligence of such personnel, in a manner to be effective as of 01.01.2024. Such payment shall be performed in the first and second six months of 2025 by being increased at the ratio of change (excluding additions) as calculated based on the index number provided under Wages and Wage Increases (Article 32).

Insofar, any monetary amounts payable hereunder shall be paid in Turkish Lira in Türkiye.

**Articles: 80-81-82**

The provisions of such articles shall apply to the international Personnel of Turkish Airlines Inc. Insofar, such articles shall be applied in accordance with the provisions regarding protection of value of the Turkish Currency.

**C- Provisions exclusively applicable to the labor union member personnel serving abroad, appointed by the headquarters:**

The provisions of the below listed articles of this Collective Bargaining Agreement shall be applicable to the labor union member personnel serving at any abroad organization of Turkish Airlines Inc., appointed by the headquarters;

a) For the need to a residence by the labor union member personnel serving abroad, appointed by the headquarters, an advance amounting to USD 1.000. shall be given, and the amount of such advance given shall be deducted in equal installments within the periods determined by the Ministry of Finance.

b) The monthly wages payable to the labor union member personnel serving abroad, appointed by the headquarters, shall be paid by being taxed in accordance with the Law Nr.202. Insofar, in the event that the procedure being followed at the current practice is creating a situation for the favor of the personnel, then such procedure shall be implemented.

c) Upon their return to homeland following completion of the period, for which they have been appointed, after having duly performed their duties; the labor union member personnel serving at the foreign/international offices, appointed by the headquarters, shall be recruited at any position to be deemed appropriate, which has been granted with the seniority pay progress during such period of time and under their former work group and with such seniority pay before their appointment to the abroad organization of Turkish Airlines Inc.

d) The activities carried out by the Employer for the purpose of increasing the coefficient used for calculation of the wages being paid to the personnel, appointed by the headquarters, included in the (D) staff of Turkish Airlines Inc., to the level of the coefficient being applied for the Turkish Foreign Affairs Officers at the relevant countries, shall be maintained during the term of this Collective Bargaining Agreement.

e) The labor union member personnel, appointed by the headquarters, who are worked on the national holidays and the general holidays, shall be paid with an additional per diem for such days.

**D-The provisions of the below listed articles of this Collective Bargaining Agreement shall not be applicable to the labor union member personnel serving at any abroad organization of Turkish Airlines Inc., appointed by the headquarters;**

8/B, 10, 14, 21, 22, 23, 32, 33, 37, 38, 39, 40, 44, 45, 48, 49, 50, 51, 55, 56, 71, 74, 75, 92, 93, 95, 96, 98, 99, 100, 103, 104

This Corporate Collective Bargaining Agreement, consisting of 104 Primary and (1) Provisional Articles and (7) Appendix and also the provisions regarding the "Personnel Serving Abroad, Appointed by the Headquarters" has been executed on **19.03.2024** by the Parties hereto.