

Complaint – Maier Sports – Turkey

Status: Closed

FWF is responsible for setting up a complaints procedure in production countries where FWF is active. The complaints procedure allows third parties to make complaints about the working conditions or the way the Code of Labour Practices is implemented in factories which supply FWF members.

The responsibility of FWF includes investigating the complaint, verifying whether the agreed corrective action plan is implemented and public reporting. This complaint report gives an overview of a complaint filed to FWF, the investigation and agreed corrective action plan as well as how the outcome is verified. For more information on the complaints procedure see the FWF website. FWF also publishes an overview of complaints received in its annual reports.

1. Affiliate involved

Maier Sports

2. Accused party

A factory located in Turkey supplying Maier Sports.

3. Date of receiving complaint

FWF received the complaint through our FWF local hotline on 22nd of December, 2016.

4. Filing party

A worker whose employment contract has been terminated by the employer without a valid reason.

5. The complaint

The complainant is a textile engineer and he was working in the factory for four years as administrative staff. According to the complainant, his employment contract has been terminated by the employer without a valid reason. He got a call at 08.30am on the 21st of December and according to the complainant's statements, the management informed him that he is dismissed in a very rude way. The management also wanted him to sign some documents and threatened him if he would not sign; they won't give him a reference letter. His severance and notice payments were done by the factory. However,

since he is dismissed without a valid reason and the management behaved in a very rude way, he took the case to the court on the same day of the dismissal.

According to Labour Law, No:4857, Article:18, "The employer, who terminates the contract of an employee engaged for an indefinite period, who is employed in an establishment with thirty or more workers and who meets a minimum seniority of six months, must depend on a valid reason for such termination connected with the capacity or conduct of the employee or based on the operational requirements of the establishment or service."

The English translation of the documents he signed after the dismissal (written warning and request for defence) are attached.

The genuineness of the accusation is under investigation.

6. Admissibility

FWF decided that the case is admissible on 3 January 2016.

The factory is an active supplier of Maier Sports, an affiliate of FWF.

The case is relevant to the following labour standards of FWF's Code of Labour Practices:

- Legally binding employment relationship
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7. Investigation

FWF performed an on-site investigation, which included interviews with management and documents inspection. On the day of the investigation, workers that the complainant pointed out as key witnesses that could back up his story were not present in the factory.

According to management, they invested a lot in the worker from the first day onwards. However, they frequently got into trouble with Maier Sports due to bad communication from his part. They have always supported the worker even though it affected the relationship with the brand.

Management decided to dismiss the worker from his work for the following reasons: a bad attitude, the type of speech and bad manners. The worker has been rude from time to time. Due to such reasons, work with said worker has become impossible.

According to Turkish legislation, a worker can only be legally fired after the worker has given a written defense statement after his dismissal.

8. Findings and conclusions

The employer requested for a written defence statement from the worker. However, the worker refused to give such a statement. Thereafter, the employer sent a notification to the worker's residence address, which stated that the labor contract was terminated unilaterally.

However, according to the law, the employer should have taken more efforts to obtain a written statement. The mere refusal to write such a statement by the worker is not

sufficient. The employer should have sent an invitation letter through a public notary to obtain the written defence statement of the worker.

The defence statement of the worker is required terminating labor contract. The worker has to be invited to give his defence statement prior to termination of the labor contract. The invitation should include the reasons of dismissal, specifying exactly what kind of behaviour caused the dismissal.

Furthermore, it is required to indicate that the worker has to be available in a certain place, at a certain date and hour. The worker has to be given a reasonable time for writing a defence statement. In case of unavailability in the stated place date and hour and when no written defence has been given, it shall be considered as waiving the right of defence.

The termination of the labor contract has not been conducted in accordance with the Turkish law. The defence of the worker had to be provided and asked for through a notary. Therefore, the dismissal does not meet the formal requirements of dismissing a worker. However, the employer is determined to not to work with him anymore. Conclusively, due to the fact that the employer shall not accept the re-employment decision herein, the employer has to pay an indemnification with an amount corresponding to at least four and maximum eight months' wage of the worker who applies for re-employment.

The workers' claim that the employer would have threatened him by not providing a reference letter, is inconsistent. No abuse or mobbing could be proven from the side of the worker.

9. Remediation

The labor contract has been terminated unilaterally, and severance-notice allowances wage, remaining annual leave payments of the worker have been made.

10. Verification

All payments have been made.

11. Evaluation by the complainant

Despite the fact that the worker did not want to lose his job, he is happy that he received all legal payments.

