

BENEFITING FROM THE COLLECTIVE LABOR AGREEMENT IN TURKISH COLLECTIVE BARGAINING SYSTEM¹

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Abstract:

Collective agreement system, which closely involves the content of social fabric and separation of powers in industrial society -some of the main problems constituting economic, political and judicial fabric of the society- and as the product of a historical development process, is applied in many countries as a dynamic process that is able to rapidly adapt to both changing economic and social conditions and changes in technological structure and plays the most effective role in determining employment conditions. A collective labor agreement is primarily formed for the purpose of improving working conditions of workers and to recover their material circumstances through other side benefits provided in goods and money in addition to salary increases. Naturally, aspiration of employees to benefit from collective labor agreement applied in the workplace they serve is for their self-interest. However, to be able to benefit from collective labor agreement, while only aspiring is not sufficient to utilize it; fulfilling a set of conditions is also necessary.

Keywords: *Collective Bargaining, Labour Unions, Collective Labour Agreements, Employees.*

1. Introduction

Collective agreement system is the product of a historical development process (Zaim, 1977).

It is applied in many countries as a dynamic process that is able to rapidly adapt to both changing economic and social conditions and changes in technological structure and plays the most effective role in determining employment conditions (Ekin, 1979).

Whereas it can be observed that more than 150 thousand collective agreements are in force in the USA simultaneously; the system adapts to not only political regimes but also rapidly changing character of industrial life with its democratic and dynamic quality.

According to **Harold W. Davey**, collective agreement always plays an effective role as a useful mechanism for ensuring balance, stability and alteration in labor relations all together (Dawey, 1963).

Collective agreements, in essence, include issues to be handled in determining working conditions in the workplace. Terms regarding wages and work hours are particularly foremost among these issues undoubtedly. Staff management, human relations and, more generally, many issues included in behavioral sciences started to be considered in labor agreement provisions in recent years.

Moreover, collective agreements perceive many other issues from physical working conditions to relations of workers with employers and their own organizations and from settlement of disputes to complaints mechanisms. In this respect, collective bargaining system should be considered as a main and indispensable institution of democratization of industrial relations (Ekin, 1979).

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Collective agreement system does not indicate relations of individuals trying to agree upon certain principles but rather relations of organized groups. In other words, collective agreement system is an institutionalized representation process and an entity generated to enhance workers' bargaining power through economic imperatives (Zaim, 1977).

In a broader scanning, collective agreement system involves one of the main problems constituting economic, political and judicial fabric of society. This is the content of social fabric and separation of powers in an industrializing society.

In other words, it refers to mutual interactions of industrialization and social structure, i.e. the issues of relations between ruling and ruled ones in industry and the balance of power between the groups. The ultimate aim of all these issues is to configure fabric of industrial society so as to maximize its social and economic welfare. In all countries of contemporary world, economic and industrial structure in particular is closely connected to harmonious development of labor relations. The principal method in regulating these relations is collective bargaining system in democratic countries.

Collective agreement system contemporarily has three aims in general:

1. To determine the price of worker's labor, i.e. wages,
2. To establish an industrial jurisprudence system about labor disputes,
3. To constitute a systematics to represent individual and collective interests of workers and employers.

In fact, collective bargaining is a difficult process requiring a careful preparation and high-level management skills. In spite of all difficulties, collective bargaining is a beneficial application for the protection of labor force-management autonomy in a free society. If the settlement of labor disputes is left to third parties, freedoms of labor force and management will be restricted. Therefore, while collective bargaining serves to interests of labor force and management, it also serves to interests of the free society in the long term as well (Davis, 1988).

Collective bargaining is also a channel to "participation to the management" enabling share of management authority in determination of economic and non-economic rules regarding working conditions. In this sense, it is a tool contributing democratization of management in the workplace (Koray, 1992).

Collective bargaining is also a tool used for "remedy of the problems" to solve the conflict of interests between the parties of labor and employer which have separate interests (Koray, 1992).

Collective bargaining determines rights and responsibilities of parties, carries out its liability to maintain labor peace and concludes procedures to be applied in the case of disputes and hence it is a conciliator remedy in labor relations. Western societies have achieved to provide consensus and continuity in industrial relations systems due to they use collective bargaining for not only a bargaining relation gathering opposite interests but also an institution to solve this conflict (Barbash, 1980).

Collective agreement system has attracted the attention of various disciplines because of its such multifaceted character.

While it constitutes examination field of economics, law, political sciences disciplines on the one hand, it is included in research topics of sociology and psychology due to it is a form of group relations among people on the other.

Thus, psychological researches investigating dynamic process of group activities in the society deal with humane facade of collective agreement system. A business attracts sociologists attention as a community and a social system. As for collective agreement system, it draws attention with respect to its effects on relations between individuals and groups within the frame of a business or a branch of industry.

Collective agreement system is one of important power elements of a society with its economic, judicial, social, political and psycho-sociologic significance (Zaim, 1977).

Apart from terms of Law of Obligations with 1926 date on “General Contract”, the first law to regulate collective labor agreements was the law with 1963 date and 275 number in Turkey. After the acceptance of 1982 Constitution, 275 numbered law was replaced with “Law of Collective Bargaining Agreements, Strike and Lock-out” with 5th May 1983 date and 2822 number (Oğuzman, -).

Finally, 18th October 2012 dated and 6356 numbered “Law of Trade Unions and Collective Bargaining System” was published in 7th November 2012 Official Gazette for the purpose “to enact a long-running law moving Turkish industrial relations system forward, reflecting values of the age and providing radical solutions for the problems of Turkish working life as well” (6356 numbered Law of Trade Unions and Collective Bargaining System, General Preamble) and substituted for the laws of “Trade Unions” with 2821 number and “Collective Bargaining Agreements, Strike and Lock-out” with 2822 number.

In Article 33 and 35 of Law of Trade Unions and Collective Bargaining System, essential elements for the definition of the collective agreement have been given. In article 33 of the Law, following statements are included:

“(1) A collective labor agreement shall contain provisions on the conclusion, content and expiration of a contract of employment.

(2) Collective labor agreements may also contain other stipulations as to the mutual rights and obligations of the parties, application and supervision of the agreement and the means to be resorted for the settlement of disputes.

(3) A Framework agreement shall apply to members of workers’ and employers’ confederations which are parties to this agreement and may cover the arrangements concerning vocational training, health and safety at work, social responsibility and employment policies.

(4) Framework contract is placed for minimum one and maximum three years upon the invitation of one party and affirmative response of the other party.

(5) Collective labor agreements and framework agreements shall not include arrangements contrary to the Constitution and the binding provisions of the laws.”.

In Article 35 of the Law, an imperative regulation was enacted and to place collective labor agreement in written was emphasized through the statement of “A collective labor agreement shall be done in written.” (Kılıçoğlu, 2013).

By considering such provisions of the law, collective labor agreement can be defined as:

Collective Labor Agreement is a written contract placed in order to regulate provisions on conclusion, content and expiration of the labor contract between labor union and employer's union or employer that is not a member of employer's union and it may also include mutual rights and obligations of the parties, application and supervision of the agreement and means to be resorted for settlement of disputes (Çelik, 2015).

On the basis of these definitions principal elements of collective labor agreement can be listed as follows (İnce, 1985):

1. Collective Labor Agreement is a *sui generis* private law contract.
2. On the parties of Collective Labor Agreement is necessarily labor union. The other party is the employer or the employer's union. According to definition in the law, if the employer is a member of an employer's

union, then the party of the contract shall become the employer's union. The contract concluded by labor communities not having labor union legibility will not be deemed as collective labor agreement.

3. Collective Labor Agreement regulates the issues about conclusion, content and expiration of labor contract in principle. In other words, issues constituting the content of labor contract such as working conditions, work hours, holidays and leaves, wages and payments of benefits are included in Collective Labor Agreement in addition to terms about conclusion and termination of the labor contract.
4. Collective Labor Agreement may include terms about rights and obligations of the parties and application and supervision in addition to regulation indicated above. In other words, issues such as assignment of the representatives, tasks of the representatives, notice board, complaint management, settlement of disputes may be included in collective labor agreements.

2. The Concept of Benefiting From The Collective Agreement

Collective labor agreement is primarily formed for the purpose of improving working conditions of workers and to recover their material circumstances through other side benefits provided in goods and money in addition to salary increases as indicated above. Then, aspiration of workers to benefit from collective labor agreement applied in the workplace they serve is for their self-interest. However, to be able to benefit from collective labor agreement, while only aspiring is not sufficient to benefit from it; fulfilling a set of conditions is also necessary (Aktı, 1975).

2.1. Beneficiaries of Collective Agreement

In the Law of Trade Unions and Collective Labor Agreements with the number of 6356, the issue of benefiting from the collective labor agreement by members and non-members of a workers' trade union which is one of the parties is included in Article 39.

It is possible to handle these matters in the following sub-titles (Çelik, 2015).

2.1.1. Members of A Workers' Trade Union Which Is One of the Parties

In the 6356 numbered Law, it is obviously indicated that members of a workers' trade union which is one of the parties benefit from the Collective Labor Agreement. (a.39/1). In application of this provision, the scope and level of collective labor agreement do not matter. Collective Labor Agreement may have been concluded in the forms of workplace, workplaces or enterprise collective labor agreement. The important thing is whether the worker employed in the workplace included in the scope of a concluded collective labor agreement is the member of the signatory union. Now then, workers who are employed in a workplace included in the scope of a concluded collective labor agreement and members of signatory union can benefit from the contract as it is obviously indicated in Article 39. 6356 numbered Law regulates that the amount of the membership dues shall be fixed by the general board in accordance with the procedures and principles identified in unions' statutes (a.18/1).

The 6356 numbered Law clarifies on which date members of the trade union that is the party of a collective labor agreement can start to benefit from the contract. According to the Law, members of a trade union at the date of signing the collective labor agreement to which that trade union is a party shall benefit from that agreement as of the commencement date; workers who become members after the date of signature shall benefit from the agreement as of the date when the trade union communicates their membership to the employer (a.39/2).

2.1.2. Non-Members of A Workers' Trade Union Which Is One of the Parties

a) Benefiting from the Agreement through Payment of Solidarity Dues

As it was in former 275 numbered and 2822 numbered Laws, a provision regarding benefiting from the agreement by non-members of the signatory union through payment of solidarity dues is included in 6356 numbered Law as well. In the Law, it is obviously indicated that the consent of the trade union shall not be required in benefiting from the collective labor agreement by paying solidarity contributions (a.39/4). In the law, the provision of that benefiting from the collective labor agreement by paying solidarity contributions shall do so starting from the date on which such request is made (a.39/4).

In the Law of Trade Unions and Collective Bargaining Agreements with 6356 number, the provision of that “the amount of the solidarity dues shall be determined with the trade union statute, provided that the amount is not above the amount of the membership dues” has been enacted (a.39/5).

The opportunity that the law provides for non-members of the signatory trade union to benefit from collective agreement by paying solidarity contributions is in compliance with the principles of optional affiliation to unions and prohibition of forcing someone for membership indicated in the Constitution and Trade Unions Law, due to it does not force the worker to become a member of the union basically. On the other hand, individuals other than those providing material and moral support for the union in its important and difficult activity to conclude Collective Labor Agreement and hence eligible to benefit from it are also able to utilize it without bearing any cross and the Law found that inconvenient with respect to getting stronger and development of the unions and accepted that non-members of the signatory union may benefit from the activity in the exchange of an amount to be paid to the union.

While, differently from 2821 numbered Law in Article 18 of 6356 numbered Law, the fact that an upper limit has not been determined for union dues and it has been stipulated that the amount of the membership dues shall be fixed by the general board in accordance with the procedures and principles identified in their statutes and a restriction proportional to membership dues has been determined with respect to solidarity contribution has an importance in the sense of protecting autonomy in the operation of unions, there is also a necessity to protect existing balance in execution. Herein, it should be taken into consideration that membership dues consist one of the important income sources with respect to continuity of the union on the one hand, and it should not be as much high as to make benefiting from the right of union association too difficult on the other. It also should be noted that the amount of solidarity contribution should be determined in compliance with the point to protect the freedom of staying away from the union (Alpagut, 2012).

b) Application of the Agreement to the Non-members through Written Consent of the Union

Law of Trade Unions and Collective Labor Agreement with 6356 number stipulated application of rights and interests that workers' and employers' institutions provide to their members through their own activities to non-members and necessitated written consent of these institutions (Kılıçoğlu, 2013). According to the Law, “The extension of the rights and benefits that organization provides for its members through its activities to those who are not members shall be dependent upon its written approval, without prejudice to the provisions included from the part seven to the part twelve of this law (a.26/4). In pursuant to this article, through the written approval of a labor union, the people who are not a member of the relevant union can benefit from the Collective Labor Agreement and other activities that the union carries out. However, in applications to date, it has not been commonly observed that labor unions give a written approval to enable non-members to benefit from a Collective Labor Agreement. It was sometimes observed in the past that labor unions conclude some terms to be applied to all workers in some payments of benefit issues such as transportation and meal in collective labor agreements. However, conclusions ensuring application of terms of a collective labor agreement regarding monetary issues to all workers were almost never encountered. Undoubtedly, it cannot be expected that trade unions(**) which does not want non-members to benefit from the contracts by paying solidarity contribution would pave the way to written approval option to enable non-members to benefit from the contract in which there is not any matter of contribution.

2.1.3. Extend of the Agreement through Cabinet Decree

In 275 numbered Law, provisions regarding extension was included for the purpose of providing uniform conditions in labor market in the cases of some workers are not able to benefit from the contract due to uninvolved employers start to run after the conclusion of a collective labor agreement applying to majority of workers in a business line and prevention of unnecessary strikes and lock-outs (Interim Commission Report, TGNA, p.132). However, there was not any extension application in former periods. Therefore, 2822 numbered Law stipulated new principles in order

** In the negotiations of 6356 numbered Law of Trade Unions and Collective Labor Agreement during the discussion in TGNA, removal of benefiting from the Collective Labor Agreement through paying Solidarity Contribution in relevant workplace was demanded (Musa Çam, TGNA Reports)

to ease functionality of extension and reduce the numbers of workers not being able to benefit from collective labor agreements (Mis & Özsoy, 1983).

According to regulation made by 2822 numbered Law, Council of Ministers can extend a collective labor agreement completely, partly or after making necessary amendments which is concluded by the union having the greatest number of members among the unions representing at least ten percent of the workers in a certain business line to the other workplaces or some of them in the same business line not having collective labor agreement upon the demand of labor and employer unions in the business line or relevant employers or Minister of Labor and after taking opinions of High Board of Arbitration (TSGLK a. 11/I).

In order to benefit from extended contract, workers do not need to pay even solidarity contribution. After the termination of extended collective labor agreement, extension decision terminates as well (a. 11/III). However, when Council of Ministers finds it necessary, it can repeal the decree by explaining its preamble (a. 11/IV).

As it can be seen, extension is to ensure application of a collective labor agreement to the workplaces out of the scope of the agreement through an administrative action of Council of Ministers.

Indeed, extension is a way that eliminates unfair competition circumstances among employers arising from opting of some employers out of collective labor agreement in a certain business line and ensures application of the collective labor agreement in a broader sphere and rise level of living of workers as well as placement of uniform rules and prevention of unnecessary strikes and lock-outs and public interest is forefront in all these reasons (Oğuzman, -).

After entry into force of 2822 numbered Law, it can be observed that Council of Minister sometimes used its extension authority (Reisoğlu, 1986).

Rules of extension of collective labor agreement have been regulated in Article 40 of Trade Unions and Collective Labor Agreement with 6356 number. In this new regulation, there are some partial differences from the regulation included in 2821 numbered Law (a.11). The law maker has obviously emphasized that extension cannot come into force retroactively. On the other hand, conclusion of a new collective labor agreement before the due date of extended labor agreement has been allowed due to parties may agree and conclude a new collective labor agreement (TU and CLA. m.40). In that case, application of extended collective labor agreement will terminate automatically (Kılıçoğlu, 2013).

2.2. The Concept and Types of Out-of-Scope Staff as the exception of Benefiting from the Collective Agreement

Workers falling out of the scope of a collective labor agreement should be examined in two parts. The first part is to fall out of the scope because of the law and the second one is to be excluded from the scope through the wills of the parties concluding the contract (Reisoğlu, 1986).

Collective labor agreement, which is a kind of private law contracts, is concluded in line with the wills of the parties in compliance with stipulations of constitution and laws. However, some workers are directly excluded from the execution scope of collective labor agreement through a legal regulation before their will due to their task and position.

Here, workers that serves to an employer under a service contract but excluded from the scope of collective labor agreement through a legal regulation and for various reasons are the matter (Reisoğlu, 1986).

In Article 21 of 2821 numbered Law, those forbidden from membership of a union were determined as follows;

1. "Military staff
2. Inspectors, controllers and directors working in administrations, organizations, institutions, banks and insurance companies indicated in the second clause of Article 40 and other managers equal and superior to those,
3. Teachers working in the schools subjected to Law of Private Education Institutions with 8th June 1965 date and 625 number cannot be a member of labor and employer unions and cannot establish unions."

Here, workers that serves to an employer under a service contract but excluded from the scope of collective labor agreement for various reasons are the matter. In the same article, military staff is included in this prohibition to membership and founder of a union. Work relation of military staff is similar with civil servants. In this respect, it is not possible to consider them as labors. Moreover, there is not any definition in the law regarding these people. For this reason, benefiting from collective labor agreement by military staff, who is committed to statute law, cannot be thought (Eyrenci, 1984).

On the other hand, due to labor relation of some of those indicated in Article 21 of 2821 numbered Trade Unions Law is on the basis of service contract, whether they can benefit from the rights of freedom of association and collective labor agreement protected by the Constitution became a matter of discussion (Reisoğlu, 1986).

Individual freedom of association, which can be defined as being a member, not being a member or resignation from the membership of a union without any forceful action, is under Constitutional security (a.51). However, some provisions included in Article 21 of 2821 numbered trade unions law used to restrict such freedoms in places (Kutal, 1987).

In addition to that these restrictions are contradictory with individual freedom of association protected by Constitutional level, it also conflicts with the "workers and employers, without distinction whatsoever, shall have the right to establish and, subject only to the rules of the organization concerned, to join organizations of their own choosing without previous authorization" terms of Article 2 of ILO Convention regarding "Freedom of Association and Protection of the Right to Organize" with 87 number and approved in 1993.

In Article 17 of 6356 numbered Law of Trade Unions and Collective Labor Agreement, *acquisition of membership has been regulated for elimination of restrictions and conflicts limiting the freedoms. In the Article, all workers are entitled to become a member of a union through the statement of "any person who completes 15 years of age and who is considered as a worker in accordance with the provisions of this Law may join a workers' trade union"*.

Through 6356 numbered Trade Unions and Collective Labor Agreement Law, a liberal approach has been adopted in establishment of membership relations in compliance with international norms, liberty to become a member or not has been ensured. Workers serving to a second employer in different workplaces belonging to different employers in the same business line are entitled to become a member of more than one union. Regulation aims to enable employees working with flexible hours to become members of more than one union in the case of concluding labor contracts with different employers in the same business line (Kılıçoğlu, 2013).

2.2.1. Out-of-Scope Employees for Being Deemed to Representative of Employer

According to 2/1-e and 2/2 articles of 6356 numbered Law of Trade Unions and Collective Labor Agreement, "Employer's representative refers to the persons authorized to manage an entire enterprise in the name of the employer. The employer's representatives shall be considered as employers for the purposes of the implementation of this Law." Employer's representatives are dependent to employer on the basis of service contract or statute law according to quality of workplace or enterprise whether it is private sector or public institution. As a rule, there exists a "Labor Contract Relationship" between employer and employer's representative in all workplaces of private sector.

Therefore, such kind of employer's representatives can benefit from protective provisions of 4857 numbered Labor Law.

According to Law of Trade Unions and Collective Labor Agreement, definition of employer's representative has been regulated to prohibit entrance of these people to labor unions in essence. Naturally, it cannot be suggested that an individual representing employer and not a member of labor union can benefit from collective labor contract. Such individuals cannot make any claim to benefit from collective labor agreement by paying solidarity contribution as well, and their relationship with employer is only determined on the basis of labor contract (Reisoğlu, 1986).

Moreover, with respect to definition of employer's representative concept, differences between Labor Law and Trade Unions Law should be taken for granted by considering aims of both regulations. In the definition of Labor Law, "management of the work and workplace" was taken as a basis and a broader definition was preferred with respect to scope for the purpose of operating management function. On the other hand, Law of Trade Unions and Collective Labor Agreements regulates union and collective labor agreement rights of workers as stipulated by Constitution (a.51-53) and prevents deprivation of workers that are deemed employer's representative according to Labor Law and works under labor contract from this right through is narrower scope (Centel, 1992).

Moreover, lawmaker deems employees authorized to administration of whole enterprise as employer and entitle them to become a member of employer unions.

In this sense, individuals acting as a party in collective labor agreement or collective bargaining with a representative title out of those deemed as employer's representative by Law Labor are considered as employer with respect to application of 6356 numbered Law of Trade Unions and Collective Labor Agreement (Tra Un and CLA a.39/7)

Indeed, being out-of-scope of such people should be taken for granted due to an individual acting on behalf of employer in Agreement bargains with representative title and defending rights of employer cannot benefit from Collective Labor Agreement (even though she/he pays solidarity contribution).

2.2.2. Workers not Participating or Withdrawing from Applied Strike

According to Clause 1 of Article 64 of 6356 numbered Law of Trade Unions and Collective Labor Agreement, employer is free to employ workers not participating or withdrawing from the strike. Workers who operated in the workplace with the except of those operated mandatorily according to Article 65(***) cannot benefit from the collective labor agreement concluded at the end of the strike, unless there is a provision to decide on the contrary (Tra Un and CLA a. 39/8).

Here, falling out of scope of some workers is stipulated because of the law. While these workers may be members of signatory labor union, they may be non-union or member of another union as well. They cannot benefit from the agreement, unless there is a provision to decide on the contrary in the Collective Labor Agreement. These workers cannot benefit from the agreement even if they pay solidarity contribution (Oğuzman, -, Şahlanan, 1992, Kutal, 1983).

Whereas prevention of workers not participating or withdrawing from participating to strike from benefiting from a collective labor agreement concluded afterwards is evaluated as narrowing application sphere of the agreement like workers excluded from the scope of the agreement, these two applications are different from each other. While out-of-scope- staff application is a matter for workers operating certain tasks; the prohibition about benefiting from collective labor agreement regulated in clause 1 of article 64 in 6356 numbered Law of Trade Unions and Collective

*** Workers who have to operate in the workplace during a Strike and Lock-out application are those who ensure:

- continuity of the works that there is a technical necessity about their continuity in the sense of quality,
- workplace security and prevention of machinery and inventory stock, tools, raw materials, semi-finished and finished materials from decay,
- protection of animals and plants.

Labor Agreement - unless otherwise decided- is valid for all workers not participating or withdrawing from participating to a strike regardless of their tasks and positions. On the other hand, whereas change of task of a worker formerly excluded from the scope of the agreement enables the worker to benefit from collective labor agreement through eliminating out-of-scope quality; change of tasks of workers not participating and withdrawing from the participating to strike do not give a way to enable them to benefit from the agreement (Can, 1995).

According to Article 65 of 6356 numbered Law of Trade Unions and Collective Labor Agreement, while workers who have obligation to work during the strike and lock-out have to work, employer has to enable them to work as well. Likewise, operation of these works stipulated in this article is not only for the benefit of employer, it is also compulsory for the protection of national wealth and prevention of loss of jobs for workers (Yarsuvat, 1978).

2.2.3. Exclusion of Some Workers from the Scope by the Agreement of Parties of Collective Labor Agreement

Exclusion of some workers such as directors, chiefs, engineers and even all office staff which are members or able to be a member of labor unions from the scope of the agreement is a commonly encountered case in application of Collective Labor Agreements, hence they are left to sphere of service contract (Çelik, 2015). This is regulated through *scope articles* included in Collective Labor Agreements.

Out-of-scope staff concept in industrial relation applications refers to people excluded from Collective Labor Agreement regime even though they are able to be member of a labor union, and even they are, as a result of consensus of the parties of Collective Labor Agreement, in other words those to whom Collective Labor Agreement is not applied.

Conclusion

Collective bargaining refers to the process in which labor unions representing workers on the one hand and employers or employers' institutions on the other gather and come to the table in order to determine working rules and conditions of both parties and the process to conclude the collective agreement.

Through concluded collective agreements as a result of collective bargaining, parties present working conditions on which they made a consensus and they presume themselves to be bounded with these working provisions. As for collective agreement, it is "a contract concluded between one or more labor organization and one or more employers or employer organization in one or more workplaces or business line for regulation of individual and collective relations between workers and employers and determination of rights and obligations between the parties of the contract".

Aspiration of employees to benefit from collective labor agreement which is concluded for the purpose of improving working conditions of workers and to recover their material circumstances through other side benefits is for their self-interest. However, it is necessary to fulfill some kind of conditions to be able to benefit from collective labor agreement.

References

- Akı, E. (1975). *Türk Hukukunda Toplu İş Sözleşmesinden Yararlanma*. İzmir: Karaca Ofset Basımevi.
- Alpagut, G. (2012). 6356 Sayılı Yasa'nın Toplu İş Sözleşmesi ve Toplu İş Uyuşmazlıklarına İlişkin Hükümlerinin Değerlendirilmesi- Uluslararası Normlara Uyum. *Legal İş Hukuku ve Sosyal Güvenlik Dergisi*, 9(35), 25-55.
- Barbash, J. (1980). The Work Humanization Movement: US and European Experience Compared. *Labor Relations in Advanced Industrial Societies*, edited by Benjamin Martin and Everett M. Kassalow. Washington, DC: Carnegie Endowment for International Peace, 184-95.
- Can, M. (1995, February). Toplu İş Sözleşmesi Düzeninde Kapsam Dışı Personelin Niteliği. *TÜHİS İş Hukuku Ve İktisat Dergisi*, 13(4), 5-49.
- Centel, T. (1992). *İş Hukuku*. İstanbul: Kazancı Yayınları.

- Cordova, E. (1982). Collective bargaining. In *Comparative Labour Law and Industrial Relations* (pp. 220-242). Springer Netherlands.
- Çelik, N. (2015). *İş Hukuku Dersleri* (28.Baskı). İstanbul: Beta Yayınları.
- Davis, K. (1988). *İşletmede İnsan Davranışı*. İstanbul: Yön Ajans.
- Dawey, H. W. (1963). *Contemporary Collective Bargaining*. New Jersey: Prentice Hall.
- Ekin, N. (1979). *Endüstri İlişkileri*. İstanbul: Elektronik Ofset.
- Eyrenci, Ö. (1984). *Sendikalar Hukuku*. İstanbul: Banksis Yayını.
- İnce, E. (1985). *Toplu Pazarlık Hukuku* (C. 3, Ser. 2). İstanbul: Kazancı Hukuk Yayınları.
- Kılıçoğlu, M. (2013). *6356 Sayılı Sendikalar ve Toplu İş Sözleşmesi Kanunu Yorumu*. Ankara: Bilge Yayınevi.
- Koray, M. (1992). *Endüstri İlişkileri*. İzmir: Basisen Yayınları.
- Kutal, M. (1987, Temmuz). Uluslararası Normlar Karşısında Türkiye'de Sendikacılık ve Toplu Pazarlık Hukuku. *İktisat Ve Maliye*, XXXIV(4), 148.
- Oğuzman, K. (tarih yok). *Hukuki Yönden İşçi-İşveren İlişkileri* (4.Baskı, C. 1). İstanbul: Yön Ajans.
- Reisoğlu, S. (1986). *2822 Sayılı Toplu İş Sözleşmesi Grev ve Lokavt Kanunu Şerhi*. Ankara: Ayyıldız Matbaası.
- Yarsuvat, D. (1978). *Çalışma Ceza Hukuku Sendika Özgürlüğüne Karşı Suçlar Kanunsuz Grev ve Lokavt Suçları*. İstanbul: İstanbul Üniversitesi Yayınları.
- Zaim, S. (1977). *Çalışma Ekonomisi*. İstanbul: Elektronik Ofset.