

# PROCEDURES AND PRINCIPLES REGARDING THE EMPLOYMENT OF POSTDOCTORAL CONTRACT RESEARCHERS IN STATE HIGHER EDUCATION INSTITUTIONS

## CHAPTER ONE

### Purpose and Scope

**Article 1 – (1)** The purpose of these Procedures and Principles is to determine the procedures and principles regarding the employment of postdoctoral contract researchers in state higher education institutions.

### Legal Basis

**Article 2 – (1)** These Procedures and Principles have been prepared pursuant to Additional Article 34 of the Higher Education Law No. 2547.

## CHAPTER TWO

### Conditions for Application and Acceptance for Contract Employment

**Article 3 – (1)** In the application and research centers and research institutes of state higher education institutions, within the scope of research and development, innovation, or design projects conducted under the Law No. 5746 dated 28/2/2008 on the Support of Research, Development and Design Activities, or in order to assist faculty members in projects of this nature, postdoctoral researchers may be employed on a contractual basis for a maximum period of three years, provided that they are within seven years following the completion of a doctorate, or specialization in medicine, dentistry, pharmacy, or veterinary medicine, or proficiency in art, with expenses covered from the special budget. The number of researchers to be employed within this scope is limited to 2% of the number of filled academic staff positions of the university. (Additional phrase added by the General Assembly Decision dated 28.05.2025)

**Article 4 – (1)** (Paragraph amended by the General Assembly Decision dated 28.05.2025) The employment of postdoctoral contract researchers within the scope of these Procedures and Principles shall take place upon a justified request of the relevant academic unit where the researcher will be employed and the decision of the university administrative board. In its decision, the university administrative board shall determine the duration of the researcher's contract and the indicator figure corresponding to the gross monthly contract fee to be proposed to the Council of Higher Education. The contract duration of the researcher shall be at most 12 months each time, not exceeding the project contract end date by more than two months. However, if there are less than 16 months remaining until the end of the project in which the researcher will be employed, or less than 18 months remaining until the expiration of the maximum period during which the researcher may be employed pursuant to Article 3 of these Procedures and Principles, the contract duration may be proposed for up to 18 months. The indicator figure corresponding to the proposed gross contract fee may not exceed 60,000.

(2) Proposals for employing postdoctoral contract researchers shall be submitted by the Rectorates to the Presidency of the Council of Higher Education at least two (phrase amended by the General Assembly Decision dated 28.05.2025) months prior to the researcher's contract commencement date. Employment proposals shall include detailed information and documentation regarding the project in which and for what purpose the researcher will be employed; undergraduate, master's, and doctoral or equivalent graduation information; foreign language proficiency; and scientific studies, publications, and projects.

(3) (Paragraph added by the General Assembly Decision dated 28.05.2025) For postdoctoral researchers whose employment is deemed appropriate by the Executive Board of the Council of Higher Education, the indicator figure corresponding to the gross monthly salary shall be determined. A contract shall be signed between the higher education institution and the postdoctoral researcher in accordance with the standard contract attached hereto.

(4) The extension of the postdoctoral researcher's contract shall also be subject to the procedures and principles specified above. However, extension proposals shall additionally include information on the researcher's contribution to the project or projects carried out during the previous contract period, as well as scientific studies, publications, and projects conducted during that period, and shall be submitted to the Council of Higher Education.

**Article 4/A – (1)** (Article added by the General Assembly Decision dated 28.05.2025) Postdoctoral researchers shall be issued a staff identification card during their term of duty and shall be assigned an institutional e-mail address affiliated with the higher education institution.

**Article 5 – (1)** Postdoctoral researchers may not be assigned under Additional Article 46 of Law No. 2547 or Additional Article 25 of Decree Law No. 375. Except for project-related activities, such researchers may not be assigned outside the university where they are employed for periods of one week or longer. Postdoctoral researchers shall not be assigned teaching duties.

**Article 6 – (1)** The provisions of the standard contract signed by postdoctoral researchers shall apply to them.

## **CHAPTER THREE**

### **Miscellaneous and Final Provisions**

#### **Exception**

**Provisional Article 1 – (1)** For those employed as postdoctoral contract researchers pursuant to Additional Article 34 of Law No. 2547 prior to the entry into force of these Procedures and Principles, the decision taken at the meeting of the Higher Education General Assembly dated 14.09.2017 and the provisions of the standard contract annexed thereto regarding the employment of postdoctoral contract researchers shall apply throughout the contract period. In the extension of the contracts of those employed within this scope, these Procedures and Principles shall apply.

#### **Repeal**

**Article 7 – (1)** The decision taken at the meeting of the Higher Education General Assembly dated 14.09.2017 regarding the employment of postdoctoral contract researchers and the standard contract annexed thereto have been repealed.

#### **Entry into Force**

**Article 8 – (1)** These Procedures and Principles shall enter into force on the date of their publication on the official website of the Council of Higher Education.

#### **Execution**

**Article 9 – (1)** These Procedures and Principles shall be executed by the President of the Council of Higher Education.

This service contract has been concluded under the conditions set forth below between ..... University and ....., who will be employed pursuant to Additional Article 34 of the Higher Education Law No. 2547.

In this contract, the term “Institution” refers to the Rectorate, and the term “Personnel” refers to the contracted personnel named .....

**Article 1** – The Personnel accepts and undertakes to perform all duties assigned to them related to their position at the University within the framework of legislation and instructions to be issued, and to comply with professional and ethical rules and principles.

The Personnel is obliged to fulfill the duties prescribed by legislation and to comply with mandatory provisions, prohibitions, and the instructions given by their superiors.

**Article 2** – The Personnel may not disclose confidential information obtained during the performance of their duties without the permission of the Institution, even after leaving their position. Upon termination of the contract, the Personnel is obliged to return all tools, equipment, and documents belonging to the Institution.

**Article 3** – The Personnel may be employed for a maximum period of three years, provided that they are within seven years following the completion of a doctorate, or specialization in medicine, dentistry, pharmacy, or veterinary medicine, or proficiency in art, with expenses covered from the special budget. The working hours and duration of the Personnel shall be the same as those determined for comparable civil servants. However, the Personnel is obliged to work until the completion of tasks that must be finalized on the same day. For each eight hours exceeding normal working hours, one additional day of leave shall be granted.

**Article 4** – In return for the services to be rendered during the contract period, the Personnel shall be paid a gross monthly salary calculated by multiplying the civil servant monthly coefficient by the indicator figure of ....., to be covered from the special budget. Payments shall be made in advance at the beginning of each month. In cases of leaving duty before the end of the month, except for the granting of a pension pursuant to the provisions of the Social Insurance and General Health Insurance Law No. 5510 or termination of the contract due to death, the salary corresponding to the remaining days shall be directly reclaimed. Regardless of contrary provisions in other legislation, no payment under any other name may be made to the Personnel other than the salary specified in this contract.

**Article 5** – The Personnel may not engage in any other income-generating activity.

**Article 6** – Subject to not disrupting the primary duties of the Personnel under this contract, additional duties for research and application purposes may be assigned with the approval of the Rector.

**Article 7** – The Personnel shall be subject to the Social Insurance and General Health Insurance Law No. 5510 in terms of social security.

**Article 8** – Leave entitlements of the Personnel:

a) **Annual Leave:** Paid annual leave of 20 days shall be granted to those with a service period between 1 and 10 years, and 30 days to those with more than 10 years of service, calculated based on the service periods completed by paying social security premiums in the institutions listed in Article 2 of Decree Law No. 217. Annual leave shall be used within the contract year and may not be carried over to the following year.

b) **Sick Leave:** Paid leave may be granted for illnesses documented by an official medical report. Temporary incapacity benefits paid by the Social Security Institution due to illness shall be deducted from the Personnel’s salary.

c) **Compassionate Leave:** Upon request, the Personnel shall be granted paid compassionate leave of two days in the event of the birth of their spouse's child, and three days for each event in the event of their own marriage or that of their child, or the death of their mother, father, spouse, child, or sibling.

ç) **Maternity Leave:** Contracted female personnel shall be granted paid maternity leave totaling sixteen weeks, consisting of eight weeks before and eight weeks after childbirth. In the case of multiple pregnancies, two weeks shall be added to the eight-week prenatal leave period. However, if the contracted female personnel documents with a medical report that her health condition is suitable, she may work at the workplace until three weeks before the expected date of delivery, if she so wishes. In this case, upon request, the periods worked before childbirth shall be added to the postnatal leave period. Temporary incapacity benefits paid by the Social Security Institution due to maternity leave shall be deducted from the Personnel's salary.

d) **Breastfeeding Leave:** Contracted personnel shall be granted a total of one and a half hours of breastfeeding leave per day to breastfeed their children under one year of age. The mother shall have the right to determine the hours of use of breastfeeding leave.

#### **Article 9 – Termination of the Contract:**

a) If the Personnel is found to have acted in violation of this contract or the “Principles Regarding the Employment of Contracted Personnel” enacted by the Council of Ministers Decision dated 6.6.1978 and numbered 7/15754, such situation shall be notified to the Personnel in writing by the Institution. The contract shall terminate as of the date specified in the notification.

b) If it is subsequently determined that the Personnel does not meet any of the conditions required for entering into the contract, or if the Personnel loses any of these conditions during the performance of their duties, the contract shall be terminated.

c) The contract shall terminate automatically, without the need for any further action, on the date the Personnel reaches the age of 65.

d) The parties may terminate the contract at any time without stating a reason, provided that one month's prior notice is given.

e) The Institution may terminate the contract if the need for contracted personnel ceases to exist.

f) The contract shall be terminated if, as a result of an investigation, it is determined that the Personnel has committed acts or situations requiring a warning or reprimand penalty under Article 125 of the Civil Servants Law No. 657 four times; acts or situations requiring a salary deduction penalty three times; acts or situations requiring the suspension of grade advancement twice; or acts or situations requiring dismissal from civil service once.

**Article 10 –** Disputes arising from this contract shall be resolved before the Courts and Enforcement Offices of .....

**Article 11 –** This contract shall be valid from ..... to .....

**Article 12 –** This contract has been concluded pursuant to Additional Article 34 of the Higher Education Law No. 2547 dated 4/11/1981. For matters not included in this contract, actions shall be taken in accordance with the provisions of Additional Article 34 of Law No. 2547 and the “Principles Regarding the Employment of Contracted Personnel” enacted by the Council of Ministers Decision dated 6/6/1978 and numbered 7/15754.

**Contracted Personnel**

**Rector**