

**COLLEGES OF EDUCATION TEACHERS ASSOCIATION OF GHANA (CETAG)  
DEMANDS FOR IMMEDIATE IMPLEMENTATION OF THE NATIONAL LABOUR  
COMMISSION'S (NLC) COMPULSORY ARBITRATION AWARDS BY THE  
EMPLOYER:**

**A PRESS CONFERENCE ADDRESSED BY THE PRESIDENT OF CETAG, MR.  
PRINCE OBENG-HIMAH ON MONDAY, 22<sup>ND</sup> APRIL 2024 IN ACCRA**

Good morning Ladies and Gentlemen of the Media. We welcome you to this important press conference of CETAG in Accra College of Education to make known to you and the Ghanaian public our plight as teachers of the 46 public colleges of education in Ghana.

It will be recalled that in August 2023, CETAG members embarked on an indefinite strike action over our employer's failure to comply with the NLC's Compulsory Arbitration Award issued on **2<sup>nd</sup> May 2023** in a matter filed by Fair Wages and Salaries Commission (FWSC).

Ladies and Gentlemen of the Press, may I crave your indulgence to refer you to the awards made by the Panel of Arbitrators of the NLC on **2<sup>nd</sup> May 2023**, for the avoidance of doubt. The outstanding NLC Compulsory Arbitration awards which our employer has deliberately refused to comply with their implementation are as follows:

- An ORDER for the payment of one month salary based on the respondent's (CETAG's) proposed salary grade shall be paid to each of its entitled members as compensation for additional duty performed in the year 2022.
- The Complainant (FWSC) is DIRECTED as the chief negotiator for the Employer to ensure that GTEC will expedite and conclude the ongoing staff audit for the Respondent (CETAG), on or before 31<sup>st</sup> July, 2023.
- An ORDER that the agreed rates payable to public universities shall be applied to deserving members of the Respondent (CETAG).
- An ORDER that the implementation of the completed staff audit exercise shall commence 1<sup>st</sup> January, 2023. (*Find attached the full NLC Compulsory Arbitration Award for your study and reference*)

Ladies and Gentlemen of the Press, it will interest you to know that our Employer as of today Monday, 22<sup>nd</sup> April 2024 has not complied with the orders of the NLC even though a Compulsory Arbitration Award issued by the NLC is binding per section 164 (4) of the Labour Act, 2003 (Act 651). On 31<sup>st</sup> August 2023, the NLC issued further directives to our Employer to comply with the awards by **30th September 2023** but again the Employer never respected the directives of the Commission.

Again, on **10<sup>th</sup> October 2023**, CETAG wrote to the NLC to complain about the non-compliance of the Employer and requested the Commission to make an application to the High Court for an order to compel the Employer to comply with the Compulsory Arbitration orders per section 172 of the Labour Act, 2003 (Act 651). The Commission merely wrote to CETAG to say that it had referred the matter to its legal team to act on without any further action to date. Since then, CETAG has written several reminders to the NLC and copied her all letters sent to our Employer asking for immediate implementation of the Compulsory Arbitration awards but the Commission is yet to take appropriate legal action against our Employer.

In another development, ladies and gentlemen of the press, you will recall that CETAG members' August 2023 salaries were frozen by the Minister for Education just because we embarked on a legal strike to demand for what is legitimately ours per the NLC's Compulsory Arbitration awards issued on **2<sup>nd</sup> May 2023** which



the Employer has failed to comply with. The salary freeze was used by the Employer to unjustly intimidate and frustrate CETAG members for demanding what is legitimately ours. Notwithstanding the good gesture of CETAG members to call off our August 2023 strike action after the NLC intervened and appealed to us to do so in the interest of the state, the Employer has still not restored the August 2023 frozen salaries of some of our members including my humble self, the President of the union till date.

In the wake of all these intimidations, we as teacher educators continue to work selflessly for the country. Currently, our members who hold qualifications comparable to colleagues in the public universities have not been extended the same rates of remuneration and allowances as ordered by NLC on **2<sup>nd</sup> May 2023**. The college teacher is not properly recognised by the Employer and the state though we are the professionals who are training the next generation of teachers with 21<sup>st</sup> Century skills and competencies which will lead to the transformation of the educational landscape in this country. We want to say that teaching in the colleges of education is not a crime and no authority or person should seek to criminalize or scandalise our sacrifices as teacher educators.

Ladies and gentlemen of the press, the plight of CETAG members continues to deepen day by day as the stakeholders who are supposed to act on our legitimate issues have neglected their duties up to date for reasons known to them. In a recent virtual engagement with FWSC, GTEC and PRINCOF officials, it came to light that GTEC was yet to serve FWSC a copy of the staff audit report which was completed in September 2023 in violation of the NLC's directive to them on 31<sup>st</sup> August 2023. What is even more unacceptable is that at the said virtual engagement, GTEC claimed that it had written to FWSC for a meeting to discuss some grey areas in the report before it could be implemented which letter the FWSC denied knowledge of. Also, the PRINCOF representative at the meeting disclosed that PRINCOF had sent data on the ***all-year-round work compensation*** to GTEC twice which GTEC said it could not be traced. Such disclosures by officials of the Employer make it imperative that they do not have the concerns of CETAG members at heart. It is also worth noting that as part of the implementation of the Compulsory Arbitration awards, our Employer was to ***pay a top-up for research allowance for*** the 2022/2023 academic year to deserving members but to date GTEC has failed to ensure that the allowances are paid.

From the foregoing developments, it is now very clear to CETAG members that our Employer is deliberately denying us our legitimate Compulsory Arbitration awards without any reasonable justification. At this juncture, we would like to send a strong signal and message to our Employer that we shall take our destinies into our own hands ***if by 31<sup>st</sup> May, 2024 all the outstanding Compulsory Arbitration awards*** as listed below are not fully implemented.

1. An ORDER that payment of one month salary based on the respondent's (CETAG's) proposed salary grade shall be paid to each of its entitled members as compensation for additional duty performed in the year 2022.
2. An ORDER that the agreed rates payable to public universities shall be applied to deserving members of the Respondent (CETAG).
3. An ORDER that the implementation of the completed staff audit exercise shall commence **1<sup>st</sup> January, 2023**.

In conclusion, we wish to call on the Fair Wages and Salaries Commission (FWSC), the Ghana Tertiary Education Commission (GTEC), the Ministry of Employment and Labour Relations (MELR), the Ministry of Education (MoE) and the Ministry of Finance (MoF) ***to immediately comply with the NLC's Compulsory Arbitration Award orders in the supreme interest of industrial peace***. We also call on the President of the Republic of Ghana, the Speaker of Parliament of Ghana, the Chief Justice and the Chairman of the National

Peace Council to prevail on our Employer to uphold the rule of law by complying with NLC's Compulsory Arbitration Award orders issued on **2<sup>nd</sup> May 2023** to prevent any industrial disturbances in the 46 public colleges of education this academic year.

Thank you.

**Dated: 22<sup>nd</sup> day of April, 2024**

IN THE NATIONAL LABOUR COMMISSION  
ACCRA - A.D. 2023

CASE NO. NLC/C-435/2022

IN THE MATTER OF STRIKE ACTION BY THE COLLEGES OF  
EDUCATION TEACHERS' ASSOCIATION OF GHANA (CETAG)

AND

IN THE MATTER OF COMPULSORY REFERENCE TO ARBITRATION  
UNDER SECTION ..... OF THE LABOUR ACT, 2003 (ACT 651)

BETWEEN

FAIR WAGES & SALARIES COMMISSION - COMPLAINANT

AND

COLLEGES OF EDUCATION TEACHERS'  
ASSOCIATION OF GHANA (CETAG) - RESPONDENT

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AWARD

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A. INTRODUCTION

1. On the 6<sup>th</sup> day of January, 2023. Colleges of Education Teachers' Association of Ghana (CETAG) embarked on a strike action in pursuance of some outstanding issues on conditions of service they were negotiating with the Fair Wages and Salaries Commission (FWSC).
2. The FWSC not being satisfied with the manner by which the CETAG embarked on the strike action lodged a complaint with the National Labour Commission (NLC) alleging "unfair labour practices" and



persistent bad faith" against the CETAG in the course of negotiation per a letter dated 6<sup>th</sup> January 2023.

3. The NLC summoned the parties to a meeting on 25<sup>th</sup> January 2023 at which CETAG was directed to call off the strike action to pave way for continuation of negotiation of the issues in dispute and settlement reached within two (2) weeks.
4. FWSC, the Complainant subsequently prayed for extended times, which were granted by the Commission. On Wednesday, 1<sup>st</sup> March 2023 the parties reported of their failure to settle the dispute.

#### **B. THE REFERRAL**

5. In compliance with Regulations 26 of the NLC Regulations, 2006 (L.I. 1822) the matter was referred to Compulsory Arbitration for determination by the Commission.

#### **C. THE ISSUES**

6. Pursuant to Regulation 27 of L.I. 1822 the issues in dispute in the opinion of the NLC, were identified and confirmed by the disputing parties as follows:
  - (a) Non-payment of all-year round teaching compensation;
  - (b) Payment of some generic allowances- vehicle maintenance, security and sanitation and Electricity subsidy;
  - (c) Effective date of implementation of the negotiated Conditions of Service (CoS) which was unilaterally varied from 1<sup>st</sup> January 2022 to 1<sup>st</sup> January 2023 by the Complainant; and
  - (d) Determination of the end date of the Staff Audit and its implementation.

#### **D. THE COMPULSORY ARBITRATION PANEL**

- 7(i) The NLC Arbitration Panel composed under Section 164(3) of Labour Act, 2003 (Act 651) was:
  - (a) Mr. Isaac Sackey- Employers' Association Representative.



- (b) Dr. Fidelis Patrice Seddoh- Organized Labour Representative.
- (c) Mr. Emmanuel Amofa- Government Representative.

7(ii) In Attendance

Hon. Ofosu Asamoah .... Secretary  
Miss Madina Alhassan .... Recorder

**E. SITTINGS OF THE ARBITRATION PANEL**

- 8. Sittings of the Panel commenced on 24<sup>th</sup> March, 2023 with a Management Conference.
- 9. The Panel had another meeting on 3<sup>rd</sup> April, 2023 with an additional scheduled for discussion of the Award by the Panel.

**F. PARTIES' SUBMISSIONS ON ISSUES**

- 10. The Complainant filed its final submission on 30<sup>th</sup> March, 2023 and the Respondent filed its final submissions on 5<sup>th</sup> April 2023 respectively and summary of their arguments are as follows:

11. Complainant's argument on Issue 1. Non-payment of all-year round teaching compensation

11.1 The impression is being created by CETAG that some amount had been designated and approved for the payment as compensation for all-year teaching and same has been withheld from CETAG. This is very far from what the reality is.

11.2 That CETAG believes that its members were directed to teach all year and for which service they have not been paid. This category of allowance is not a payroll allowance but an institution-specific allowance that is usually paid from Internally Generated Funds. The procedure for accessing such allowances is to engage management in preliminary negotiations and propose some payment rates which would be forwarded to the Complainant. The Complainant will then seek mandate of the proposed rates from Ministry of Finance, re-engage the union and if agreement



is reached same would be forwarded to the Ministry of Finance for inclusion in the compensation budget of the said entity for that year.

11.3 That per Section 31 of the Labour Act, 2003 (Act 651) any agreement to relinquish entitlement to annual leave or to forgo such leave is void.

11.4 Government does not owe CETAG money for forfeiting their leave. What the employer owes CETAG is the unclaimed leave. Any monetary compensation given CETAG will be contrary to Section 31 of the Labour Act, Article 24 of the Constitution of Ghana and Section 20 of the Labour Act and would set a bad precedent.

12. Respondent's argument on Issue 1. Non-payment of all-year round teaching compensation

12.1 That the Ghana Tertiary Education Commission (GTEC) and the Conference of Principals of Colleges of Education (PRINCOF) implemented an all-year-round academic calendar in 2021/2022 Academic Year that *compelled* tutors of the colleges of education to work throughout the year without taking their compulsory annual leave or off-season break contrary to section 35 of the **Labour Act, 2003 (Act 651)** and the Harmonised Conditions of Service for the Colleges of Education.

12.2 That the said 2021/2022 all-year-round Academic Calendar was not discussed with CETAG before its implementation.

12.3 That on 30<sup>th</sup> June, 2022 CETAG wrote a letter to PRINCOF requesting for payment of all-year-round academic work compensation to tutors since they were their immediate employers.

12.4 That CETAG at their Council meeting agreed on a compensation of **GHC6,705.40** to be paid to each member because the interrupted leave was equivalent to taking away two months of tutors' vacation leave (inter-semester break) as stipulated in the **Harmonised Conditions of Service** for the Colleges of Education.





- 12.5 That the PRINCOF's reply of 30<sup>th</sup> August, 2022 upheld CETAG's all-year-round work compensation but in a form of extra teaching load rather than compensation for interruption of leave.
- 12.6 That on 1<sup>st</sup> September, 2022 GTEC also wrote a letter to CETAG acknowledging in principle that CETAG deserved to be compensated for the all-year-round work done as a result of the demands of the 2021/2022 academic calendar.
- 12.7 That in consultation with PRINCOF and GTEC, CETAG was asked to re-write the letter requesting for the payment of all-year-round work compensation to the Minister for Education through GTEC and PRINCOF since all-year-round calendar was sanctioned by the Ministry of Education.
- 12.8 That, up to date none of the relevant authorities (GTEC, FWSC, PRINCOF and MoE) has made any effort to pay CETAG members their legitimate all-year-round work compensation despite the fact that data for payment has been submitted to FWSC through GTEC by PRINCOF for over five months now.
13. Complainant's argument on Issue 2. Non-Payment of some Generic Allowances- Vehicle Maintenance, Security and Sanitation and Electricity Subsidy.
- 13.1 The Complainant submits that these are new allowances which were brought by the Respondent at a later stage of the 2021 Conditions of Service negotiations on 3<sup>rd</sup> August, 2022.
- 13.2 The new requests were apparently informed by the new rates of allowances granted to the public universities and technical universities.
- 13.3 That the introduction of the new proposals had cancelled and replaced the agreed proposals that were due for completion and implementation from 1<sup>st</sup> January, 2022.





- 13.4 The new proposals as against the Parties' agreed rates have been captured in TABLE 2: PAYROLL ALLOWANCES (F, G, and H) set out in the Complainant's submission.
- 13.5 The Complainant further argues as follows:
- (a) These three (3) new allowances are all not previously enjoyed by CETAG and are not of general application but payable to only qualified deserving staff based on criteria determined by GTEC.
  - (b) That there is an ongoing staff audit of CETAG members which commenced in January, 2023.
  - (c) That until the staff audit is completed it would not be possible to rationalize the staff are qualified to benefit from these allowances.
  - (d) That existing university rates shall apply to qualifying tutors after the staff audit.
14. Respondent's argument on Issue 2. Non-Payment of some Generic Allowances- Vehicle Maintenance, Security and Sanitation and Electricity Subsidy.
- 14.1 Both Parties at a negotiation meeting held on 6<sup>th</sup> September, 2022 agreed to the payment of 55% of what pertains in the public universities on all generic allowances which include Vehicle Maintenance, Security and Sanitation and Electricity Subsidy.
- 14.2 That by the Rules of Engagement signed between the parties, Minutes of the meeting were to be prepared by the Secretary and circulated to members at least twelve (12) hours before the next meeting.
- 14.3 That FWSC deliberately denied CETAG access to the signed minutes after they have been reviewed and adopted at each meeting contrary to *Rule 6 (ii) of the Rules of Engagement* which compelled the Vice Chairman (CETAG President) to demand for all such Minutes at a meeting held on 15<sup>th</sup> August 2022 which FWSC refused to comply with till date.



- 14.4 That CETAG holds the position that all the unsigned Minutes attached to their statement of case were accurate record of proceedings at the meetings which were produced by FWSC and that in the event that there is any contention over their authenticity, they prayed that the Panel would invoke its powers under section 165 of the Labour Act 2003 (Act 651) for the Complainant to produce the signed Minutes in its custody.
- 14.5 That in October 2022 at a meeting between the parties to sign off the draft agreement, FWSC presented a draft MOA in line with Rule 7(ii) of the Rules of Engagement but unilaterally took off the 55% component of what parties in the public universities are due in respect of Vehicle Maintenance, Security and Sanitation and Electricity Subsidy in breach of Rule 7(i) of the Rules of Engagement.
- 14.6 That the decision by the FWSC to unilaterally subject Security and Sanitation and Electricity Subsidy to staff audit before they are extended to tutors of the colleges of education violates the Rules of Engagement.
- 14.7 It further contends that for FWSC to decide to pay some tutors 55% of all the office holding allowances and deny others within the same tertiary space the 55% of their generic allowances amounts to discrimination.
15. Complainant's argument on Issue 3. Effective date of implementation of the negotiated Conditions of Service (CoS) which was unilaterally varied from 1<sup>st</sup> January 2022 to 1<sup>st</sup> January 2023

The Complainant submits that due to the protracted negotiations as a result of CETAG persistently changing its positions, the negotiations that should have ended on 5<sup>th</sup> November, 2021 for it to have an effective date of January 2022 has not ended to date. The current proposals as agreed are new and were not even on the table as at 2021. Most of the proposals were tabled from the middle of 2022 and can only be factored into the 2023 fiscal year.





16. Respondent's argument on Issue 3. Effective date of implementation of the negotiated Conditions of Service (CoS) which was unilaterally varied from 1<sup>st</sup> January 2022 to 1<sup>st</sup> January 2023

- 16.1 That on 13<sup>th</sup> July, 2021 on the advice of the NLC, the Minister of Employment and Labour Relations intervened by calling for a meeting between CETAG and other relevant stakeholders to agree on a roadmap for the amicable resolution of the non-implementation of CETAG's 2017-2020 CoS.
- 16.2 The MoU signed on 24<sup>th</sup> September, 2021 was to cater for CETAG's unpaid 2017-2020 CoS and to be paid from October-December 2021 together with the associated arrears.
- 16.3 That the parties agreed to start a new CoS negotiation immediately to replace the expired CETAG 2017-2020 CoS.
- 16.4 That on the 17<sup>th</sup> August 2021, the representative of the MoF assured the Parties that it would capture the new CoS in the national budget of 2022 when completed.
- 16.5 That in meeting held on 10<sup>th</sup> January, 2022 at GTEC and chaired by the Deputy Minister of Employment and Labour Relations, the FWSC was asked to take immediate steps to re-engage CETAG "*to finalize negotiations of [the] 2021 CoS*". This point clearly buttresses CETAG's stance that the new CoS is to take effect from January, 2022 but the FWSC deliberately schemed to prolong the negotiations just to find a way to move the effective date from the agreed January 2022 to their unilateral *prospective effective date* of January 2023.
- 16.6 That the Rules of Engagement signed between the parties indicated how the effective date should be determined. **Rule 7(ii)** categorically states that the negotiated conditions of service shall come into force on the date to be *mutually agreed upon*.
- 16.7 That for FWSC to unilaterally force a unilateral *prospective effective date* of January 2023 on CETAG whilst both parties had

originally agreed to *January 2022* as the effective date is in clear breach of the Rules of Engagement.

16.8 That the delay in finalizing and signing off CETAG's 2021 CoS for it to be effected from the agreed effective date of January 2022 was deliberate on the part of FWSC who kept giving excuses of seeking mandate from their principals between September 2021 and August 2022.

17. Complainant's argument on Issue 4. Determination of the end date of the Staff Audit and its implementation

It is the case of the Complainant that this matter involves a staff audit exercise which is being undertaken by the Ghana Tertiary Education Commission (GTEC). GTEC is the regulatory authority for tertiary institutions and the agency undertaking the current audit which to the best of the knowledge the Complainant covers not only CETAG, but other unions in the tertiary education space. Accordingly, they submit that GTEC is the appropriate and competent authority to deal with this issue.

18. Respondent's argument on Issue 4. Determination of the end date of the Staff Audit and its implementation

Respondent contends that the Complainant ordered for the Staff Audit to be conducted by GTEC therefore they should be in a position to give a definite end of the Staff Audit and the implementation date.

## G. ANALYSIS AND FINDINGS

19. Issue One

19.1 There appears to be a confusion regarding this issue. In one aspect, the argument seems to be directed at compensation for additional work done by members of CETAG. The other aspect of the argument seems to be directed at payment of compensation for leave not taken.

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- 19.2 The Panel takes the view that whereas leave is an unconditional and permanent feature relieving an employee over a specific period, same cannot be said for additional work which is likely to be intermittent.
- 19.3 Touching first on the matter of leave, as canvassed by the Complainant the Panel is in agreement that leave as per Section 31 of Labour Act 2003, Act 651 is mandatory and any agreement to relinquish its entitlement or to forgo it is void.
- 19.4 It is therefore very important that cognizance is taken of this provision in the labour law and appropriate schedules are drawn to enable workers benefit from this entitlement.
- 19.5 On the other hand, it is also a fact that the Labour Act makes room for compensation for additional work done by the worker.
- 19.6 Similarly, there should be an established scheme which takes care of compensation for additional work done by the workers under certain known or unexpected circumstances. This must be discussed and worked out by all stakeholders in the public sector, Tertiary Education not excepted.
- 19.7 The Labour Act under Section 25 clearly provides for situations of urgent necessity where a worker's leave may be interrupted but such interruption shall not cause the worker to forfeit the right to outstanding leave.
- 19.8 In the submission made by the Respondent, it is clear that all the main stakeholders, to wit, PRINCOF, GTEC, FWSC and Ministry of Employment and Labour Relations and the Ministry of Education appreciate the fact that CETAG members are entitled to compensation for additional work.
- 19.9 It is also appears that the CETAG's demand for the sum of *GHC6,705.40* as compensation for additional work for the period in question was not conclusively negotiated with the employer hence the difficulty in payment.

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19.10 The Panel further observed that the circumstances under which members of the Respondent did not take their normal leave were irregular and unexpected to the 2021/2022 academic calendar.

19.11 In the circumstance, the Arbitration Panel shall award one (1) month salary instead of the two (2) months' salary to CETAG members who are to be identified as entitled to the compensation.

19.12 In addition, roster should be prepared for each of the entitled workers to enjoy fifteen (15) working days leave for the year 2022.

## 20. Issue Two

20.1 It is the finding of the Panel on this issue that in the circumstance that it is not all members of CETAG who will automatically benefit from these allowances, the on-going staff audit must be expedited by GTEC. The Complainant, being the chief negotiator of the Employer must ensure that this audit exercise shall be completed latest by end of July 2023.

20.2 The Panel also directs that the agreed rates payable to the public universities by FWSC be applied to deserving members of the Respondent.

## 21. Issue Three

Considering the fact that negotiation which should have ended on 5<sup>th</sup> November 2022 is still on going and will impact on budget provisions for succeeding financial years, the Panel deems it prudent to direct that implementation of the Conditions of Service commences from 1<sup>st</sup> January, 2023.

## 22. Issue Four

22.1 It has been observed that the audit of the staff exercise was started in January 2023. The Panel directs the Complainant as the Employer's chief negotiator shall ensure that the exercise is complete for CETAG not later than 31<sup>st</sup> July 2023.

22.2 The implementation date shall commence from 1<sup>st</sup> January, 2023.



## H. CONCLUSION AND SUMMARY OF AWARDS

23. For all the foregoing, the Arbitration Panel concludes and makes the following awards:

### Issue 1

23.1 An **ORDER** for the payment of one month salary based on the Respondent's proposed salary grade shall be paid to each of its entitled members as compensation for additional duty performed in the year 2022.

23.2 An **ORDER** for leave roster to be prepared to enable each of the entitled workers take fifteen (15) working days leave for the year 2022.

### Issue 2

23.3 The Complainant is **DIRECTED** as the chief negotiator for the Employer to ensure that GTEC will expedite and conclude the ongoing staff audit for the Respondent, on or before 31<sup>st</sup> July 2023.

23.4 An **ORDER** that the agreed rates payable to public universities shall be applied to deserving members of the Respondent.

### Issue 3

23.5 An **ORDER** that the implementation of the Conditions of Service shall commence from 1<sup>st</sup> January 2023.

### Issue 4

23.6 An **ORDER** that the implementation of the completed staff audit exercise shall also commence 1<sup>st</sup> January 2023.

DATED AT ACCRA THIS 2ND DAY OF MAY, 2023



PANEL OF ABITRATORS

- 1. Dr. Fidelis Patrice Seddoh
- 2. Mr. Isaac Sackey
- 3. Mr. Emmanuel Amofa

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