



Collective Agreement
for
Teaching Staff
within the
Ghana Education
Service (GES)

August, 2020

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SECTION ONE

1.0 TITLE AND SCOPE

1.1 Title

This document shall be cited as the Collective Agreement for teachers in full employment within the Ghana Education Service (GES). It shall be effective from January 2020.

1.2 Application and Scope

This Collective Agreement shall apply to all full-time teachers within the GES who are members of the Ghana National Association of Teachers (GNAT), National Association of Graduate Teachers (NAGRAT) and Coalition of Concerned Teachers Ghana (CCT GH) under the leadership of GNAT], (hereinafter referred to as the "the Union").

1.3 Interpretation

In the event of any dispute arising from the interpretation of any provision of this Collective Agreement between the Union and Management, the dispute shall be referred to the GES Council and subsequently the National Labour Commission (NLC) and the Courts in that order for determination.

SECTION TWO

2.0 Purpose and Intent

2.1 The purpose of this Agreement is to set forth the conditions of service relating to salaries, wages, hours of work and other conditions and rules of employment. Both parties do recognize and agree to promote the growth and development of co-operation, trust, respect and fairness and endeavour to uphold these values in the formulation of policies and standards of management in the GES.

2.2 The parties believe that these attitudes can be encouraged best when it is made clear that the Employer and the Union who were involved in the

negotiation of this Agreement were not anti-union or anti-management but were sincerely concerned with the best interest and well-being of the GES and all teaching employees as well as creating an environment that provides satisfaction, incentives and motivation for hard work and thereby increase productivity.

SECTION THREE

3.0 Management and Union Relations

- 3.1 Subject to existing Laws and Regulations, representatives of the Employer and the Union shall be free to express views without fear that relations between them will be affected in any way by statements made in good faith while acting in a representative capacity.
- 3.2 The GES or her accredited representatives shall accord the Union representatives all the necessary facilities to enable them to carry out their functions promptly and efficiently both during and outside hours of work.
- 3.3 No representative of the Union shall be victimized for acting in such capacity nor shall he/she suffer a reduction in pay for any normal working time lost in dealing with employee grievances.
- 3.4 It is agreed between both parties that should any dispute or grievance arise between the Employer and any employee, it shall be examined and settled in accordance with the procedure set out in this Agreement.
- 3.5 This agreement shall not worsen any existing terms and conditions of service and practice.
- 3.6 Any position that is currently included in the negotiated unit shall not be excluded from the negotiated unit without the mutual agreement of the parties.
- 3.7 It is further agreed that this document is a living document and the fact that certain conditions are reduced to writing does not take away the responsibility of either party to meet with the other to discuss and

negotiate on matters not specifically covered by this Agreement but which are within the Scope and Intent of Collective Bargaining.

3.8 It is further agreed and understood that Management shall negotiate with the Union before making changes to existing benefits and practices which have been mutually accepted by both parties.

3.9 It is recognized that if during the life of this agreement there are changes in law, regulations or decisions by appropriate authorities, which may necessitate changes in personnel policies, practices or other matters affecting working conditions, and if the changes leave Management with no discretion in the matter, the Union shall be engaged in discussions over the matter for a decision to be arrived at.

SECTION FOUR

4.0 Duration

4.1 The duration of this agreement shall be three (3) years. The provisions in this agreement can be amended, rescinded or otherwise altered at any time within the life of this agreement by mutual agreement between the parties hereto. Such amendment shall be evidenced in writing citing the specified provisions of the agreement affected. Negotiations for such changes shall begin not later than thirty (30) days after the date of notification.

4.2 In an event that both parties fail to enter into negotiation on the terms and conditions of a new agreement, the existing agreement will continue to be in force until a new agreement is signed and the effective date of its commencement agreed upon.

4.3 **Collective Bargaining Opener Clause:**

At any time after three (3) years from the date of this agreement, and not more than twice during the life of this agreement, either party may give notice in writing that it wishes to negotiate matters affecting the Collective Agreement.

SECTION FIVE

5.0 Definitions

- i. "Employee" in this document means any person who is a teacher under the jurisdiction of the Ghana Education Service Council or who is appointed under Ghana Education Service Act 1995, Act 506.
- ii. "Employer" means the Ghana Education Service or any other Authority empowered to act on behalf of the Ghana Education Service.
- iii. "Teacher" in this document covers all those persons in educational establishments within the Ghana Education Service who are responsible for the education of pupils/students (including teachers who are not teaching in the classroom).
- iv. "Certificated Teacher" means a holder of the minimum Teachers' Certificate and is qualified to teach in the public schools or in possession of any of the following professional teaching certificates as amended from time to time:
 - Teachers' Certificate 'A' 4-year Teachers"
 - Certificate 'A' 2-years Post-Secondary Teachers'
 - Certificate "A" 3-years Post-Secondary
 - Teachers' Diploma in Basic Education
 - Teachers' Diploma from Colleges of Education
 - Bachelor of Education
 - Teachers' Licence

The above also covers the holders of a Certificate which the Ghana Education Service Council directs to be recognized as a teaching certificate for the purpose of this definition; and also a person to whom a degree, certificate or diploma has been awarded by some other institution or body which certificate or diploma is recognized by the Ghana Education Service Council as equivalent to or higher qualification than the above-mentioned certificates, provided that all such persons shall have successfully completed an approved professional training for teachers.

- v. "Non-certificated Teacher/Pupil Teacher" means a person without a recognized Professional Teaching Certificate.
- vi. "Board of Governors" means any group of people appointed under prescribed regulations to assist the Head in the management of any educational institution under the Ghana Education Service Council and includes a Committee of Management or any other body performing similar functions of a Board of Governors.
- vii. "Management Committee" is a body similarly appointed to perform the function of the Board of Governors for a specified period.
- viii. "Basic School" (First cycle Institution) means an Education Institution catering for children in Kindergarten, Primary and Junior High Schools.
- ix. "Second Cycle Institution" means a Pre-Tertiary Institution other than a First Cycle Institution.
- x. "Head of Institution" means the Head teacher, Headmaster, Headmistress, Principal or Director of an institution or the person for the time being performing the duties of such Head teacher, Headmaster, Headmistress, Principal or Director.
- xi. "Teacher Unions/the Union in this document refers to the Ghana National Association of Teachers (GNAT), National Association of Graduate Teachers (NAGRAT) and Coalition of Concerned Teachers (CCT Gh) at the National, Regional, District, Local and School/Unit levels.
- xii. "Management" in this document refers to the Ghana Education Service.
- xiii. "Contact Hours" in this document refers to the actual period of interaction as well as the approved co-curricular activities between the teacher and the student/pupil.

- xiv. Reference to masculine gender shall also include feminine gender unless otherwise specified.

SECTION SIX

6.0 Scheme of Service/ Job Titles

6.1 Scheme of Service

There shall be an approved Scheme of Service covering all grades in the Service which shall include the following:

- i. Title of each grade
- ii. Duties assigned to each grade
- iii. Qualification and Method of entry
- iv. Mode of Progression
- v. Staff Training and Development

6.2 Job Titles

The following shall be the job titles for the Management and teaching personnel of the GES:

- i. Director-General
- ii. Deputy Director-General
- iii. Director I
- iv. Director II
- v. Deputy Director
- vi. Assistant Director I
- vii. Assistant Director II
- viii. Principal Superintendent
- ix. Senior Superintendent I
- x. Senior Superintendent II
- xi. Superintendent I
- xii. Superintendent II

SECTION SEVEN

7.0 Entering the Service

7.1 Management shall endeavour at all times to ensure that all persons appointed to any position in the GES have the relevant qualification and experience.

- 7.2 Direct entry appointment shall normally be made to these grades:
- i. Diploma Professional teacher -Senior Superintendent II
 - ii. First Degree professional teacher-Principal Superintendent

Notwithstanding these direct entry grades and subject to relevant qualifications and teaching or industrial experience elsewhere and passing an interview where necessary, an applicant may be appointed to the other grades.

7.3 Content of Letter of Appointment

7.3.1 Every teacher on first appointment to the GES shall receive a letter of appointment. The appointment letter should indicate the following:

- i. Reference Number
- ii. Date of Issue of the Letter
- iii. Appointing Authority
- iv. Position to be appointed to
- v. Effective date of Appointment
- vi. Probationary period
- vii. Summary of Duties and Responsibilities (Attached detailed Job Description)
- viii. Salary Scale attached to the Post and Salary Point of entry
- ix. Other Conditions attached to the Position
- x. Benefits and Entitlements
- xi. Notification for Exit
- xii. Social Security contribution where applicable
- xiii. Reference to the Relevant Rules and Regulations of the Institution
- xiv. Medical Report
- xv. Checks (Security, previous place of work and referees)
- xvi. Period for Acceptance of the Offer of Employment

7.3.2 Employee Personal Record Form:

On first appointment, an Employee shall within a period of one (1) month, be required to complete a personal information form (with a passport picture affixed) detailing the following:

- i. Full Name
- ii. SSNIT Number

- iii. National Identification Number
- iv. Date of Birth (Copy of Birth Certificate attached)
- v. Sex
- vi. Hometown
- vii. Home Address
- viii. E-mail Address
- ix. Address (Postal & Residential)
- x. Previous Employer
- xi. Educational Background
- xii. Marital Status/Number of Children
- xiii. The Next-of-kin
- xiv. Any other relevant information

Concealment of any facts or the provision of any intentional false statement may be considered sufficient grounds for non-employment or for subsequent dismissal.

- 7.3.3 In addition to the above, the Employer shall provide an employee with a handbook stating the job descriptions or duties, rights and responsibilities, disciplinary procedures and sanctions.
- 7.4 In the case of classroom teachers, appointments for a new school term other than temporary appointments shall be made effective from the first day of the month in which the school term begins. An employee shall receive full pay for the month provided that he reports for duty on the day on which he has been instructed to do so. (If he is absent without reasonable cause on the day on which he has been instructed to report, he shall be paid as from the date he assumes duty).
- 7.5 In the case of other appointments including those of teachers made during the course of the term and temporary appointments, the effective date shall be the date of assumption of duty.
- 7.6 No person who has been convicted of a criminal offence shall be re-engaged into the Service.

7.7 Induction/Job Orientation:

Induction / job orientation shall be provided to introduce new employees to the Service; its office facilities, structure, policies, rules, procedures, work ethics and job descriptions. It is also meant to enable the employee to have a sense of belongingness to the Service and to settle down as quickly as possible.

SECTION EIGHT

8.0 Probation

8.1 All teaching employees of the Service shall serve a probationary period of one (1) year on first appointment, commencing on the date of such appointment.

8.2. All probationers shall be given the necessary assistance as enshrined in the Teacher Management Support Services Document by their immediate heads to enable them to establish themselves in the Service.

SECTION NINE

9.0 Promotion

9.1 All promotions shall take effect from the date stated in the promotion letter.

9.2 Promotions shall be made according to merit and in accordance with the Scheme of Service. In determining an individual's claim for promotion, account shall be taken of qualification, experience, efficiency, seniority, sense of responsibility, initiative, general behaviour and where relevant, powers of leadership and expression and requisite attendance of in-service training course. Relevant teaching experience and periods of further approved training shall count for the purpose of promotion provided there is documentary evidence to prove so.

9.3 Promotion out of turn for exemplary conduct or an employee whose performance is exceptionally remarkable, may be promoted based on the Scheme of Service. Such promotions must be approved by the GES

Management on a case by case basis. The identification of teachers/officers with exceptional performance should be such that it is not abused.

9.4 As much as reasonably practicable, vacancies at the Management level shall be filled by promotion from within the Service. Such vacancies shall be advertised internally and opened to all employees who have the requisite qualification and experience as may be laid down from time to time.

9.5 Unsuccessful Candidates at Promotion Interviews:

Unsuccessful candidates shall join their subordinate officers who are due for promotions, on the recommendation of their Departmental Heads. The effective date of promotion of the previously unsuccessful candidate shall be the date on which the new vacancy occurred and not necessarily the date given to his original colleagues. All unsuccessful candidates shall be duly informed.

9.6 A candidate who fails an interview for three (3) consecutive times shall remain at his position for another two (2) years before reapplying for consideration, if vacancies are declared. A candidate who fails an interview for the fourth (4th) time shall remain at his present position until retirement. His work and conduct shall be properly monitored to ensure his performance is assessed properly, fairly and periodically.

9.7 An employee who obtains a higher certificate and which qualifies him or her for an incremental credit shall earn it if the certificate is obtained at least six-months prior to the next anniversary date.

SECTION TEN

10.0 Postings and Transfers

10.1 Employees may be assigned duties anywhere in Ghana as the exigencies of the Service may demand.

10.2 Where the Employer has no funds to pay for transfer grants, GES may desist from transferring teachers.

10.3 An employee seeking transfer from one institution to another in the same district shall have the transfer cleared by the District Director. Inter-district transfers involving teachers are to be cleared by the Regional Director. Where the Officer is seeking transfer from one Region to another, this shall be cleared by the Director-General of the GES.

10.4 Where an employee is married to another employee within the Service or in the public service, the employee may upon request be posted to or closer to the same geographical area to join the spouse.

SECTION ELEVEN

11.0 Vacation of Post

Without the authority of the Director-General, no employee who vacates his post shall be re-engaged. An application for authority to re-engage any person shall be accompanied by a copy of the letter accepting the separation and the appropriate form giving the personal particulars of the person.

SECTION TWELVE

12.0 Limited Re-engagement

An employee who has retired compulsorily may be re-engaged under the appropriate rules and regulations.

SECTION THIRTEEN

13.0 Remuneration and Working Conditions

13.1 The salary scale appropriate to each post in the Service shall be determined by a "Joint Negotiation Committee" or "Standing Joint Negotiation Committee through negotiations with appropriate authorities.

13.2 All other conditions of work shall be determined by a Joint Negotiating Committee made up of ten (10) persons each from the Government Team and the Union. They include:

- i. Hours of work, Contact hours

- ii. Leave for Union activities
 - iii. Class size and work load
 - iv. Principles of engagement and termination of Service, including Redundancy, Probation, Transfers, Promotion and Housing
 - v. Sick Leave with Pay
 - vi. Training
 - vii. Sickness Benefits / Medical Schemes
 - viii. Study Leave
 - ix. Release of Employee
 - x. Occupational Injury/Disease
- 13.3. Any employee who is covered by this agreement shall receive the rate of pay commensurate with his or her job classification based on a properly conducted job evaluation and placement on the Single Spine Salary Structure.
- 13.4. Where an employee is found to have been improperly rated or misplaced on a salary scale or point, the Service shall rectify such an error and pay all arrears due to the employee.
- 13.5. Should the nature of the existing job be substantially changed such that the old salary is not appropriate, GES and the Fair Wages and Salaries Commission (FWSC) on the one hand and the Union on the other hand, shall meet to agree upon a new salary which is consistent with the new or changed job based on re-evaluation of the job.

SECTION FOURTEEN

14.0 Remuneration and Working Conditions

14.1 All employees shall have their anniversary dates as their incremental date.

14.2 Incremental credits shall be earned by merit i.e. efficient work and good conduct and shall not be granted as an entitlement merely because of service for a prescribed period. If at any time, there is evidence that an employee's work and conduct are unsatisfactory he shall be warned in writing by his immediate supervisor. Where the

Employer fails to make a recommendation to withhold or pay the increment, the employee shall be deemed to have earned it.

- 14.3 All recommendations for the award of increments shall be submitted not later than three (3) months before the incremental date.
- 14.4 If the increment is to be withheld because of unsatisfactory performance or conduct, the employee shall be advised in writing two (2) months in advance or two (2) months before the incremental date.
- 14.5 Only approved services shall count towards increment.
- 14.6 An annual performance appraisal report on the competency and efficiency and official conduct of each employee shall be conducted on a merit assessment form provided by Management before the employee is due for increment.

SECTION FIFTEEN

15.0 Fringe Benefits

15.1 Vehicle Maintenance and Kilometric Allowances:

Vehicle Maintenance and Kilometric Allowances shall be paid at the approved rates to all teaching employees of the Service who are entitled to own and who own and use their vehicles in the performance of their duties as approved by Management.

15.2 Night Allowance:

The Service shall pay Night Allowance to employees on duty outside their duty stations according to approved government rates when accommodation and meals are not provided. Where accommodation and meals are provided, employees shall be paid out of pocket allowance equivalent to a third of the value of the night allowance rate.

15.3 Allowances for Teachers in Deprived/Difficult Areas:

GES shall initiate the process in conjunction with FWSC to undertake a study in this area and determine the appropriate allowance to be paid.

15.4 Acting Allowance:

Where an employee is made to act in a position by either acting assignment or formal acting appointment, the employee shall be paid Acting Allowance. No employee shall be asked to act in a position in which he/she does not satisfy the minimum requirements.

15.5 Retention Premium:

Retention Premium shall be paid to all teaching employees of the Ghana Education Service as exists.

15.6 Protective Clothing:

Technical/Vocational, Science, ICT and Home Economic teachers shall be provided with Protective Clothing periodically.

15.7 Advance to purchase means of Transport:

Employees of the Ghana Education Service may be entitled to Advances to purchase means of transport, in accordance with existing regulations.

15.8 Salary Advance:

Two (2) Months Basic Salary Advance approved by Management may be paid to an employee proceeding on leave which may be recovered in twelve (12) monthly instalments.

15.9 Special Advance:

The Service may grant special advance to members of the Service in the event of verified death of an employee's father, mother, spouse, child or in the case of theft, fire or such mishap. An employee on application may be considered for not more than two (2) months' salary advance. Repayment of such advance shall commence after two (2) months grace period and shall be spread over a period not exceeding twenty-four (24) months.

15.10 Transfer Grant:

A Transfer Grant of three (3) Months Basic Salary shall be paid to each member on approved transfer. An employee shall be paid a transfer

grant at the approved rate where the transfer is at the instance of Management, provided it is not on disciplinary grounds and the transfer results in the change of station as well as movement of household effects.

15.11 Rent Advance:

An advance not exceeding the employee's Basic Annual Salary may be granted to an employee for the purpose of solving an accommodation problem.

15.12 Advance for the purchase of durable household goods:

A loan not exceeding 150% of an employee's annual gross salary may be granted to confirmed employees to purchase furniture and any other household appliances. Such loan when granted shall be repaid in not more than eighty-four (84) equal instalments.

15.13 Additional Duty Allowance:

Additional Duty Allowance shall be paid to an employee who is asked in writing to take additional responsibility for a position other than his/her own for more than twenty-one (21) days. An employee shall only take up additional responsibility over a job which is at the same level that he/she is currently holding.

15.14 Allowances for Directors:

Directors in the Ghana Education Service who have been appointed by the President through the Public Services Commission shall be paid the applicable Category 4 Allowances at the approved rates.

SECTION SIXTEEN

16.0 Continuous Professional Development (CPD)

Teaching staff of the Ghana Education Service shall be provided with Continuous Professional Development (CPD) Allowance as follows:

- Professional Teachers - GH¢1200 per academic year
- Non-Professional Teachers - GH¢800 per academic year

The Allowance shall be used for the purpose of supporting the continuous professional development of teachers, which shall count as part of the teachers' eligibility for promotion.

SECTION SEVENTEEN

17.0 Leave Entitlements

17.1 An employee of the Service assigned teaching duties in an educational institution may be granted annual leave during holidays upon application and Management's approval.

17.2 An employee shall not proceed on leave before he has completed his term's work.

17.3 Employees other than those referred to in sub-section 17.1 under leave entitlement shall be granted annual leave for the appropriate duration within the year.

17.4 All types of leave with or without pay shall receive the prior approval of Management.

17.5 Employees shall enjoy a number of days as annual vacation leave in accordance with their status and rank.

17.6 Duration of Annual Leave:

The duration of annual leave shall be as follows:

- Teacher to Principal Supt: 21 Working Days
- Assistant Director II to Deputy Director: 28 Working Days
- Director II to Director General: 36 Working Days

17.7 Recall from Leave:

An employee may be recalled from leave by the Service to perform certain functions/duties as the exigencies of the Service may demand. In such circumstances, the employee shall not forfeit the remainder of his/her leave. If an employee's annual leave is interrupted at the request

of the Service, he/she will be paid for transportation and travel expenses to enable him/her continue with his /her leave.

17.8 Terminal Leave:

Teaching employees who are due for retirement may be granted three (3) months' terminal leave to enable them to prepare for retirement.

17.9 Leave for Examinations:

An employee, who during working times sits for one of the following examinations, may be granted leave with full pay for those days which he actually takes the examination paper and for such days as are actually required for travelling to and from the examination centre by the most direct route. This period shall count as emergency leave:

- i. Entrance examinations to approved institutions
- ii. Approved professional examinations for further courses in tertiary institutions
- iii. Promotion examinations and interviews
- iv. Degree examinations or their equivalent; and
- v. Examination relevant to the Service.

17.10 The provisions for Casual/Emergency Leave shall apply in the case of employees sitting examinations other than those listed above. In all cases the employee must apply for approval.

17.11 Membership of Committee:

- i. An employee must obtain through the usual channel prior permission of the Divisional/Regional Head or Head of Directorate of the Ghana Education Service before accepting membership of any Committee of a public body which may necessitate his absence from work during working hours. Divisional/Regional/District Directors must inform the Director-General about their engagement on Committees of public bodies.
- ii. Absence of an employee to attend the meetings of recognized public bodies of which he is a member shall be with pay and shall not count as emergency leave. However, where such absence becomes excessive, an employee may be required by the appropriate

authority to reduce his outside commitments, failing which permission shall be withdrawn.

17.12 Study Leave:

- i. Study leave with or without pay, may be granted to members by the Director-General.
- ii. Study leave with pay may be granted by the Director-General to members of the Service for approved courses including industrial and or professional qualifications.
- iii. The grant of study leave with pay or without pay shall be governed by rules and regulations, relating to courses, duration, qualification, bonding as may from time to time be laid down by the GES.
- iv. Employees who are granted study leave with pay to study outside Ghana shall in addition to the Book Allowance, be paid Warm Clothing Allowance, the value of which shall be determined from time to time by Government.

17.13 Distance Learning:

Teaching personnel who obtain higher qualification by Distance Education in any approved subject/course shall be upgraded.

17.14 Sick Leave:

- i. An employee who becomes unfit for work because of sickness shall inform his head of institution or officer forthwith and report to the nearest government or recognized medical practitioner for treatment. The employee shall also obtain a certificate stating whether he shall be excused from duty and if so, the duration.
- ii. In the case of an employee for whom it is physically impracticable to consult the nearest government or recognized medical practitioner, full pay may be granted for a period of up to five working days with approval of the local representative of the District Head, provided that in no case shall an employee be absent

from duty for more than five (5) working days without a medical report.

- iii. If at the end of the first three (3) months of illness an employee is still not fit for duty, a medical report provided by the employee shall be the basis for the extension of the sick leave.
- iv. An employee may be granted sick leave on full pay for a maximum period of six (6) months and on half pay for another period of six (6) months, on the recommendation of a recognised medical practitioner.
- vi. Any period of sick leave in excess of twelve (12) months shall be without pay.
- vii. Where, on the findings of a Government Medical Board, an employee is incapable by reason of any infirmity of mind or body of discharging the duties of his office, and that such infirmity is likely to be permanent, and it is decided to retire the employee from the Ghana Education Service, the employee shall:
 - a. If he/she has not already been granted six (6) months sick leave, may be granted sick leave equivalent to the period by which the sick leave already granted falls short of six (6) months sick leave, whichever is less.
 - b. If necessary, the employee should also be granted sick leave of up to two (2) months on the salary drawn immediately before it takes effect so that a minimum period of two (2) months leave will intervene between the date of issue of the notification that he will be invalid and the date he leaves the Service.
- viii. Careful records shall be kept of all periods of sick leave granted with or without pay and those records shall be forwarded to the Headquarters when as a result of long repeated sickness, it is decided to dispense with an employee's service.

- ix. Convalescent leave may be granted only on the written recommendation of a Government or recognized medical practitioner. Such leave shall not normally exceed three (3) weeks but may in exceptional cases be extended to six (6) weeks.

17.15 Maternity or Paternity Leave:

- i. A woman employee on the production of a medical certificate/report by a recognized Medical Practitioner or Midwife indicating the expected date of her confinement is entitled to twelve (12) weeks maternity leave as stipulated in section 57 (1) the Labour Act, 2003 (Act 651).
- ii. On resumption of duty a nursing mother will be granted two (2) hours off-duty every working day to nurse her child up to a period of twelve (12) weeks. Such employees shall be permitted at their own request to take additional unpaid leave of up to one (1) year after child-birth without loss of employment.
- iii. The period of maternity leave may be extended for at least two (2) additional weeks where the confinement is abnormal or where in the course of the same confinement two or more babies are born.
- iv. Where an illness, medically certified by a medical practitioner, is due to her pregnancy, the female employee is entitled to additional leave as certified by the Medical Practitioner.
- v. No female employee shall be dismissed solely on the grounds of pregnancy or on any grounds whatsoever during the period of maternity leave.
- vi. In the absence of a female teacher on maternity leave, a substitute teacher shall be appointed to take over her schedules or duties till she resumes.
- vii. Maternity leave shall be additional to annual leave entitlement or leave earned in the leave year.

- viii. A male employee on production of certificate/medical report issued by a qualified medical practitioner or a midwife indicating the expected date of confinement of his wife, is entitled to a period of paternity leave of a maximum of five (5) working days, in addition to any period of annual leave to which that male employee is entitled.
- ix. Facilities shall be provided for the care of children below school-going age to enable women, who have the traditional care for children, realise their full potential.

17.16 Employees joining Spouses on approved courses of posting Overseas:

- i. An employee joining the spouse on approved course or posting overseas may be entitled to leave without pay. For a period of up to one (1) year or more, approval shall be given by the Director-General.
- ii. Employees shall attach to their applications either Marriage Certificates or Statutory Declaration of Marriage from both families of the married couples as well as documents confirming their spouses' postings or approved courses.
- iii. Application for such leave shall be submitted to the Director-General at least two (2) months before the employee is due to leave the country.
- iv. Applicants shall wait for approval before they leave. If after sixty (60) days no written approval is received, the application should be regarded as having been approved.
- v. All such leave of absence shall not count as service periods.

17.17 Leave without Pay to join other Organizations:

- i. Leave without pay may be granted to employees, on grounds of public policy by the GES for a specific period of two (2) years, to enable them to join other organizations. This leave may be renewed

for another term of 2 years, after which the employee may return to the GES, subject to availability of vacancy and financial clearance.

- ii. The employee granted such leave shall not proceed on the leave without first obtaining the consent and approval of the prescribed authority; otherwise he shall be regarded as having resigned from the Ghana Education Service as from the date of the grant of leave without pay with loss of all retiring benefits.

17.18 Compassionate Leave:

In special circumstance, e.g. cases or tragedies involving an employee's immediate family (parents, spouse, child) a Head of Department may on application grant an employee special leave. Such leave should not exceed a maximum of ten (10) working days and shall not be deducted from earned leave.

SECTION EIGHTEEN

18.0 Travelling and Transport

18.1 An employee shall be eligible to claim at the approved rates and in accordance with existing regulations a refund of travelling expenses within Ghana for him/herself, the spouse and dependent children under the age of eighteen (18) years as follows:

- i. On first appointment - from his/her hometown to his/her new station
- ii. On posting - from his/her old station to his/her new station
- iii. On attachment or further approved courses from and to his/her station
- iv. On re-posting after further training from his/her hometown to his/her new station
- v. On final retirement on reaching the retiring age - to his/her hometown
- vi. On re-engagement after retirement from his hometown.

18.2 No claim for refund for travelling expenses shall be made where an employee is:

- i. Posted on disciplinary reasons

ii. Transferred at his/her request before completing the minimum tour of four (4) years continuous service in the district from which he/she was posted, except in special circumstances such as sicknesses, physical attacks and assaults.

iii. Re-appointed after suspension

18.3 Employees who qualify for the payment of travelling and transport allowance shall produce evidence of movement by producing Non-availability Certificate from the State Transport Company. In circumstances where the Non-availability Certificate is not available, the employee shall be paid based on approved Government rates.

18.4 An employee traveling on duty is entitled to claim a refund of travelling expenses at approved rates, or in exceptional cases at the proven actual incurred expenditure.

18.5 Travelling to attend an approved in-service course is considered travelling on duty.

18.6 Travelling to honour official invitation from the Employer is considered travelling on duty.

SECTION NINETEEN

Staff Accommodation

Accommodation may be provided to the following category of staff: Headmasters, Assistant Headmasters, Senior Housemasters, House Masters, Principals, Vice Principals, Head Teachers, Assistant Head Teachers, Frontline Deputy Directors and Guidance and Counselling Officers and Chaplains and Imams in Second Cycle institutions.

SECTION TWENTY

20.0 Health and Safety

- 20.1 The Service shall be bound to keep its premises and equipment in good condition so as not to impair in any way the health and safety of persons lawfully using them.
- 20.2 All school premises may be fenced to provide reasonable security and protection for students, staff and property.
- 20.3 The Service shall provide separate and enclosed sanitary and washroom facilities for employees of each sex. Such facilities shall be suitably positioned for easy access and shall be maintained.
- 20.4 All employees covered by this agreement who sustain occupational injuries and diseases during and in the course of their employment shall be entitled to workmen compensation claim in accordance with the provisions of the Workmen's Compensation Act, 1987 (PNDCL 187).
- 20.5 An employee whose property is established to have been damaged or destroyed by pupils/students may be compensated through negotiations between the Union and the Employer.
- 20.6 Where employees suffer loss of personal properties as a result of disasters such as out-break of war or communal violence, the Employer may facilitate the payment of compensation to the affected employees.

SECTION TWENTY-ONE

21.0 Medical Care

- 21.1 The Service shall facilitate the registration of all teaching personnel with the National Health Insurance Scheme (NHIS).

21.2 The Service shall be responsible for the medical care of employees, their spouses and four (4) children under the age of eighteen (18) years, in accordance with approved regulations. Children above 18 but below 23 and in school shall also be covered. Where the medical condition is not treatable by orthodox medicine, the Service shall endeavour to pay the cost of traditional treatment.

21.3 Medical care shall exclude the provision of dental and optical appliances but the Service shall reimburse 50% in respect of payment for prescribed medical or dental appliances.

21.4 The above notwithstanding, the Service may institute a supplementary Health Insurance Scheme for the teaching personnel.

SECTION TWENTY-TWO

22.0 Employees with HIV and AIDS

22.1 In consonance with the spirit of decent work and respect for Human Rights and Dignity of persons infected by HIV/AIDS, there shall be no discrimination against teachers on the basis of a real or perceived HIV/AIDS status.

22.2 Screening for HIV/AIDS shall not be a condition for persons applying for teaching jobs in the Service. It shall also not be used as the basis for termination of appointment.

22.3 Health services provided to teachers living with HIV/AIDS shall include access to treatment of HIV-related symptoms and opportunistic infections such as TBs and sexually transmitted diseases (STDs).

22.4 The Ghana Education Service shall assist teaching personnel with HIV/AIDS to access anti-retroviral drugs.

22.5 GES management shall facilitate the provision of counselling and other forms of social support to teaching employees with HIV/AIDS. Such support may also be extended to the immediate families of the affected employees.

SECTION TWENTY-THREE

23.0 Hours of Work

Working hours shall be as prescribed by law.

SECTION TWENTY-FOUR

24.0 In-Service Training:

- 24.1 The Service shall organize systematic in-service programmes as a means of improving the efficiency and effectiveness of employees. This shall include teachers to be promoted and those promoted to higher management positions.
- 24.2 Records shall be kept of all such in-service programmes and they shall count towards the promotion of employees.
- 24.3 The Service shall be responsible for the provision of all logistics during in-service programmes.
- 24.4 All new employees shall receive orientation on commencement of duty provided by the Employer ninety (90) days after the recruitment. The orientation shall acquaint employees with the basic operations of the Service and the schools as well as the rights and responsibilities as provided for in this Collective Agreement.
- 24.5 The Service shall give Certificates of Attendance free of charge to all employees who attend in-service programmes organized by the Service, at no cost to the employees.
- 24.6 An employee required to undertake a course of training shall be advised of the duration, purpose and scope.
- 24.7 Where an employee is being trained for promotion, he shall be acquainted to the post to which he may be promoted or confirmed if he successfully completes the training.

SECTION TWENTY-FIVE

25.0 Release of Employees:

- 25.1 Release of teachers in both the first and second cycle institutions shall take place at the end of the academic year.
- 25.2 Employees who wish to be released from their schools shall apply to the District Director through their school heads three (3) clear months before the end of the academic year.
- 25.3 Under no circumstance shall an employee be given an Open Release.
- 25.4 Heads of institutions who may request for the release of teachers shall notify the District Director ninety (90) days before the release is effected.
- 25.5 Employees of the Service who may request for release shall be written to before the release is effected.
- 25.6 In all cases, action shall become effective upon receipt of official authorization by the appointing authority.

SECTION TWENTY-SIX

26.0 Employee Housing Scheme:

The Ghana Education Service may facilitate the implementation of a housing scheme for the teaching personnel of the Service.

SECTION TWENTY-SEVEN

27.0 Legal Assistance:

Any employee against whom civil legal proceedings are instituted for a legal liability committed in the course of discharging his/her normal official duties by persons or group of persons other than the Service shall refer the matter immediately to Management for the Service to provide protection and legal assistance for his/her defence.

SECTION TWENTY-EIGHT

28.0 Pensions and Gratuity:

An employee shall be entitled to pension and gratuity after the attainment of the prescribed age and satisfying other conditions in accordance with the existing pension law.

SECTION TWENTY-NINE

29.0 Bonded Employees:

Bonded employees who have not served their terms of the bond shall not be permitted to leave the Service except with the prior written approval of the Director-General or on payment in lieu of the years left.

SECTION THIRTY

30.0 Secondment:

30.1 With the prior approval of the Director-General an employee may be seconded to another Ministry, Department or Organization directly or indirectly connected with education for a specified period.

30.2 An employee of the Service on secondment shall retain promotion and pension rights, as if he were serving in his substantive post.

SECTION THIRTY-ONE

31.0 Leaving the Service:

The modes by which an employee may leave the Ghana Education Service shall be as follows:

- i. On dismissal, termination of appointment or removal from the Service.
- ii. On compulsory retirement at the prescribed age,
- iii. On voluntary retirement after reaching the prescribed age,
- iv. On retirement for medical reason,
- v. On resignation,
- vi. On expiry or termination of limited engagements,
- vii. On transfer to approved employment,
- viii. By death.

SECTION THIRTY-TWO

32.0 Compulsory Retirement:

32.1 An employee shall retire compulsorily from the Service on reaching the prescribed age. The District Director shall inform the employee six (6) months before the date due for retirement.

32.2 It shall be the responsibility of the appropriate authority to forward the employee's particulars to reach the headquarters at least three months before the date of retirement.

SECTION THIRTY-THREE

33.0 Voluntary Retirement:

An employee may retire voluntarily from the Service at any time upon reaching the prescribed voluntary retiring age.

SECTION THIRTY-FOUR

34.0 Retirement on Medical Grounds:

The authority for declaring that an employee is incapable by reason of infirmity of mind or body of discharging the duties of his post shall be the Director of Medical Services on the recommendation of a Medical Board after the next six (6) months of sick leave.

SECTION THIRTY-FIVE

35.0 Resignations and Termination of Appointment:

35.1 An employee who intends to resign from the Service shall give one-month notice to the Director General or pay one month's salary in lieu of notice.

35.2 Where the Employer is terminating the appointment of an employee, the Employer shall give one-month notice or pay one month's salary in lieu of notice.

SECTION THIRTY-SIX

36.0 Redundancy and Severance Pay:

- 36.1 In the event of redundancy, the Service shall inform the Union of the names, grades and dates of employment of those whose appointments it wishes to terminate not less than three (3) months prior to the date on which the appointment will be terminated.
- 36.2 Employees who will be affected shall be informed of the termination of their appointments not less than two (2) months prior to the date of termination.
- 36.3 In the event of recruitment after redundancy, preference shall be given to the laid off employees with the requisite qualifications if they are available for re-engagement.
- 36.4 A teaching employee other than a certificated teacher who shall be declared redundant shall have his package calculated at the time of the declaration of redundancy in accordance with Section 65 of the Labour Act, 2003 (Act 651).

SECTION THIRTY-SEVEN

37.0 Death Benefits:

- 37.1 On the death of an employee, transport expenses from the employee's station or place of death to place of burial shall be borne by the Service.
- 37.2 The transport expenses of the spouse and dependent including belongings of the deceased from the station to the hometown shall be borne by the Service.
- 37.3 On the death of an employee the Service shall provide a coffin or a stated amount in lieu of a coffin and specific cartons of beer, schnapps and crates of soft drinks or an all-inclusive amount at the prevailing rate in the public service.

37.4 In the event of death, the spouse and/or dependent of a deceased member of staff shall be allowed to live in the house or other living accommodation provided by the Service up to a period of three (3) months' rent free.

37.5 In the event of the death of a spouse or a child, the Service shall pay a compassionate donation at the prevailing rate in the public service.

SECTION THIRTY-EIGHT

38.0 Final Salary of a Deceased Employee:

38.1 A deceased employee's salary payment shall cease at the end of the month of his/her death.

38.2 Any earned leave of a deceased employee shall be commuted into cash.

38.3 Salary and other benefits which have accrued to the deceased shall be paid to the next of kin. Where a next of kin has not been specified, the amount shall be paid to the spouse and children.

SECTION THIRTY-NINE

39.0 Miscellaneous Provisions:

39.1 Facilities to be accorded to Employee unions:

Facilities shall be accorded to the representatives or recognized employee unions as may be appropriate in order to enable them to carry out their functions promptly and work efficiently both during and outside their hours of work. The nature and scope of these facilities shall be determined by the Service in consultation with the unions.

39.2 Administrative Instructions:

- i. Administrative instructions shall be issued from time to time by the Service for the effective implementation of this Collective Agreement when the need arises.
- ii. These instructions shall not run counter to any of the provisions of this Agreement.

SECTION FOURTY

40.0 Grievance Handling Procedures:

40.1 In the event of differences arising between the Service and the Union or the Service and the employees or should any local trouble of any kind arise at any level pertaining to interpretation, application, non-application or violation of this Agreement, the following procedure shall be adopted to ensure peaceful industrial atmosphere within the Service.

40.2 An aggrieved employee of the Service shall first take up the matter with his/her immediate head. The representative of the Union and/or a legal counsel may accompany the employee.

40.3 In the event that no conclusion is reached, the matter shall be referred to the District Director for Education.

40.4 If the case is not settled at the District level, it shall be referred to the Regional Director for Education.

40.5 If the case is still not resolved at the Regional level, it shall be referred to the Director-General.

40.6 If the employee is still not satisfied, the matter shall be referred to the GES Council.

40.7 Aggrieved employees of the Service shall have the right to resort to the use of the appropriate legal institutions established under the 1992 Constitution of the Republic of Ghana and the Labour Law to redress grievances of any sort after the internal mechanisms have failed to resolve the issues.

40.8 It is agreed that the grievance procedure is a problem-solving mechanism and that no one shall suffer any form of discipline or discrimination as a result of having filed a grievance, or having taken part in proceedings under this provision.

40.9 Employees are encouraged to obtain the support of the Union to assess all stages of the grievance procedures.

SECTION FOURTY-ONE

41.0 Review:

41.1 There shall be general review of this Collective Agreement after every three (3) years.

41.2 The rates of Allowances are attached as Appendix 1.

41.3 GES Management may seek the input of the Union for any review concerning the Code of Conduct and Scheme of Service.

SIGNATORIES

This document constitutes the Collective Agreement for teaching staff within the Ghana Education Service and is signed between the Government as the Employer represented by the Minister of Education on the one part, and the Teacher Unions on the other part (GNAT, NAGRAT and CCT GH)

Dated in Accra, this day of **AUGUST 2020**.

Signed for and on behalf of Government and the Teacher Unions by:

Hon. Matthew Opoku Prempeh
Minister of Education

Mr. Thomas T. Musah
General Secretary, GNAT

Witnessed for and on behalf of
Government by

Witnessed for and on
behalf of the Teacher Unions by

Prof. Kwasi Opoku-Amankwa
Director-General, Ghana Education Service

Mr. Eric A. Carbonu
President, NAGRAT

Dr. Edward Kwapong
Chief Executive
Fair Wages & Salaries Commission

Mr. King Ali Awudu
President CCT GH

Appendix 1
Approved Rates of Allowances for Teaching Staff within the Ghana
Education Service

Type	Rate
<i>Vehicle Maintenance Allowance</i>	<ul style="list-style-type: none"> • Car: GH¢210.00 per month • Motorcycle: GH¢70.00 per month • Bicycle: GH¢28.00 per month
<i>Kilometric Allowance</i>	<ul style="list-style-type: none"> • Car: GH¢3.50 per km • Motorcycle: GH¢1.40 per km
<i>Night Allowance</i>	<p>Chief Director/Chief Executive- GH¢490.00 per night Coordinating Director/Deputy Chief Executive/Head of Department- GH¢420.00 per night Director - GH¢350.00 per night Snr. Staff- GH¢280.00 per night Jnr. Staff - GH¢210.00 per night All inclusive</p> <p>Where accommodation or meal are provided, the rate abated by one-third (1/3).</p> <p>Trekking Officers:</p> <ul style="list-style-type: none"> • Not exceeding 12 days in a quarter-full overnight allowance • Beyond 12 days-half (1/2) the rate of night allowance
<i>Allowances for Teachers in Deprived/Difficult Areas</i>	To be determined by GES in conjunction with FWSC
<i>Acting Allowance</i>	Difference between the (Acting) Officer's salary and minimum salary point of the (acting) post or 20% of monthly basic salary whichever is higher.
<i>Retention Premium</i>	15% of monthly basic salary
<i>Protective Clothing</i>	To be provided by the Institution
<i>Advance to purchase means of Transport</i>	Per existing regulations

<i>Salary Advance</i>	Two (2) months gross salary to be recovered in twelve (12) monthly instalments
<i>Special Advance</i>	Two (2) months' salary advance to be recovered after two (2) months grace period and shall be spread over a period not exceeding twenty-four (24) months.
<i>Transfer Grant/Permanent Posting Allowance</i>	3 months basic salary
<i>Rent Advance</i>	Not exceeding the employee's basic Annual Salary
<i>Advance for the purchase of durable household goods</i>	A loan not exceeding 150% of an employee's annual gross salary to be repaid in not more than eighty-four (84) equal installments.
<i>Additional Duty Allowance</i>	10% of monthly basic salary
<i>Allowances for Directors</i>	Applicable Category 4 Allowances to be paid
<i>Continuous Professional Development (CPD)</i>	<ul style="list-style-type: none"> • Professional Teachers- GH¢1200.00 • Non-Professional Teachers - GH¢800.00
<i>Medical Care</i>	<ul style="list-style-type: none"> • Employee, spouse and four children of 18 years and below to be covered by NHIS. • Payment of 50% of the cost of management of illness not covered by NHIS. • Where a child is above 18 but below 23 years and is still in school, he or she shall be covered by the Medical Scheme.
<i>Death Benefits</i>	<ul style="list-style-type: none"> • Employee- GH¢2,100.00 • Spouse - GH¢1,400.00 • Child – GH¢1,400.00 (All inclusive)
<i>Travelling Expense Allowance</i>	7 tonnes at STC rate or any transport company appointed by Government
<i>Physically Challenged Guide</i>	Daily Minimum Wage for 27 days
<i>Physically Challenged Transport</i>	20% of monthly basic salary