



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

July, 2024

**Collective Agreement
for
Teaching Staff within the
Education Service (ES)**

2024

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SECTION ONE

1.0 Title and Scope

1.1 Title

This document shall be cited as the Collective Agreement, hereinafter known as the “Agreement” for teachers in full employment within the Education Service (ES). For the purpose of this document, The Education Service (ES) refers to the Ghana Education Service (GES).

This agreement shall be effective from

July 2024.

1.2 Application and scope

This Collective Agreement shall apply to all full-time teachers within the ES 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").

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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 Education Service Council and subsequently to the National Labour Commission (NLC) and the Courts in that order for determination.

SECTION TWO

2.0 Purpose and Intent

2.1 This Agreement sets 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 cooperation, trust, respect and fairness and endeavour to uphold these values in the formulation of policies and standards of management in the ES.

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 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.

SECTION FOUR

4.0 Duration

4.1 The duration of this Agreement shall be two (2) years from the date it becomes effective. 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 specific 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 is agreed upon.

4.3 Collective Bargaining Opener Clause

At any time within two (2) 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) “***Agreement***” means the Collective Agreement for Teaching Staff within the Ghana Education Service.
- ii) “***Employee***” in this document means any teacher under the jurisdiction of the Ghana Education Service Council or who is appointed under the Pre-Tertiary Education Act, 2020 (Act 1049).
- iii) “***Employer***” means the Ghana Education Service or any other Authority empowered

to act on behalf of the Ghana Education Service.

- iv) “**Posting**” means the movement and deployment of a teacher on the first appointment to where his/her services are needed in the Ghana Education Service.
- v) “**Reposting**” means the deployment of a teacher who was on Study leave or leave of Absence.
- vi) “**Transfer**” means the movement of a teacher from one station to another.
- vii) “**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 those in the offices.
- viii) “**Certificated Teacher**” means a holder of the minimum Teacher' Certificate and is qualified to teach in the public schools or in possession of any of the following professional teaching certificates:

- Certificate "A" 3-year Post-Secondary
- Diploma in Basic Education
- Bachelor of Education
- Master of Education
- PhD in Education

In addition to the above Certificates, a teacher is required to obtain a Teacher License.

The above also covers the holders of a Certificate that 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.

- ix) “***Non-certificated Teacher/Pupil Teacher***” means a person without a recognized Professional Teaching Certificate.
- x) “***Board of Governors***” means any group of people appointed under prescribed regulations to ensure that a Public Basic or a Senior High School is managed in accordance with laid down Rules and Regulation of the Ghana Education Service and includes a Committee of Management or any other body performing similar functions of a Board of Governors.
- xi) “***Management Committee***” is a body similarly appointed to perform the function of the Board of Governors for a specified period.
- xii) “***Basic School***” (First cycle Institution) means an Educational Institution catering for learners in Kindergarten, Primary and Junior High Schools.

- xiii) “***Second Cycle Institution***” means a Pre-Tertiary Institution other than a First Cycle Institution.
- xiv) “***Head of Institution***” means the Headteacher, Headmaster, Headmistress, Principal or Director of an institution or the person for the time being performing the duties of such Headteacher, Headmaster, Headmistress, Principal or Director.
- xv) “***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, Ghana (CCT GH) at the National, Regional, District, Local and School/Unit levels.
- xvi) “***Management***” in this document refers to the Management of the Ghana Education Service.

- xvii) “**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.
- xviii) Reference to the masculine gender shall also include feminine gender unless otherwise specified.
- xix) “**Confirming Authority**” means Metropolitan, Municipal and District Director of Education for Basic Schools and Regional Directors of Education for Second cycle Schools.
- xx) “**The Education Service**” (ES) means the Ghana Education Service (GES).

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) Competencies
- vi) Staff Training and Development

6.2 Job Titles

The following shall be the Job Titles for the Management and teaching personnel of the ES:

- 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

The appointment of all employees in the Ghana Education Service is vested in the Director - General.

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

7.1 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.

7.2 Content of Letter of Appointment

7.2.1 Every teacher on the first appointment into the GES shall receive a letter of appointment. The appointment letter shall indicate the following:

- i) Reference Number;
- ii) Date of Issue of the Letter;
- iii) Appointing Authority;

- iv) Position appointed to;
- v) Effective Date of Appointment;
- vi) Probationary period;
- vii) Summary of Duties and Responsibilities (Attached detailed Job Description);
- viii) The 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.
- xvii) Reporting line

7.2.2 Employee Personal Record Form

On the 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) Staff Identification Number
- iii) SSNIT Number
- iv) Ghana Teacher License Number
- v) National Identification Number
- vi) Date of Birth (Copy of Birth Certificate attached)
- vii) Sex
- viii) Hometown
- ix) Home Address
- x) E-mail Address
- xi) Postal, Residential & Digital Address
- xii) Previous Employer, if any
- xiii) Educational Background

- xiv) Marital Status / Number of Children
- xv) Name of Spouse(s), if any
- xvi) Name(s) and dates of birth of Children
- xvii) The Next-of-kin
- xviii) 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 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. This is meant to enable the employee 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 Ghana Education Service shall serve a probationary period of one (1) year on first appointment, commencing from the date of such appointment.

8.2 All Probationers shall be given the necessary assistance to enable them establish themselves in the Service.

SECTION NINE

9.0 Confirmation

9.1 Recommendations for confirmation of appointment or otherwise shall be submitted by the Reporting Officer to the confirming Authority as appropriate, within three 3 months to the end of the probationary period.

9.2 An employee who has not been recommended for confirmation shall be informed in writing immediately after the end of the probationary period, of the reasons why he or she has not been recommended and be called upon to submit his representations on the matter.

If the representation is considered satisfactory, he shall be confirmed.

9.3 Employees not confirmed at the end of the probationary period shall be reported on at the end of every term by the confirming authority until such time as they are confirmed or otherwise.

9.4 No employee shall be confirmed in his or her appointment while he or she is on leave without pay except on an approved course.

9.5 Heads of Educational Establishments shall submit an annual Confidential Report on all employees and Confirming Authority shall submit an Annual Report on the Confirmation

exercise to Headquarters through the appropriate channels by September 30th of each year.

9.6 After successful completion of the probationary period the Officer shall be written to, confirming his or her appointment in the Service. If the employee is not informed after the end of the probationary period, he or she shall consider himself or herself a confirmed employee. The Confirming Authority shall take immediate steps to confirm and inform the officer in writing whenever such a notice is received in a letter addressed to the Confirming Authority.

9.7 An employee who has not been confirmed on reasonable grounds shall not receive his or her increment or be eligible for promotion.

SECTION TEN

10.0 Promotion

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

10.2 Promotions shall be made according to merit and in accordance with the Scheme of Service.

10.3 In determining an individual's claim for promotion, an 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.

10.4 Relevant teaching experience and periods of further education and training shall count for the purpose of promotion provided there is documentary evidence to prove so.

10.5 Promotion out of turn for exemplary conduct of an employee whose performance is exceptionally remarkable, may be effected based on the Scheme of Service. Such promotions must be approved by the GES Council on a case-by-case basis.

10.6 The identification of Teachers/Officers with exceptional performance should be such that it is not abused.

10.7 Vacancies at all 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 in the Scheme of Service.

10.8 Unsuccessful Candidates at Promotion Interviews

Unsuccessful candidates shall join the queue 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

promotion occurred and not necessarily the date given to his original colleagues. All unsuccessful candidates shall be duly informed by management.

10.9 An employee who obtains a higher certificate 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 ELEVEN

11.0 Postings and Transfers

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

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

11.3 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.

11.4 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.

11.5 No staff shall be transferred to a station where his or her life will be in danger. The potential danger shall be reported, and a request made through the appropriate channel to the Director-General with evidence for consideration in accordance with the Labour Act, 2003 (Act 651).

SECTION TWELVE

12.0 Vacation of Post

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

SECTION THIRTEEN

13.0 Limited Re-engagement

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

SECTION FOURTEEN

14.0 Determination of Conditions of Service

14.1 The salary scale appropriate to each post in the Ghana Education Service and other Conditions of Service shall be determined by a “Joint Negotiation Committee” or “Standing Joint Negotiation Committee of the Unions through negotiations with the Fair Wages and Salaries Commission.

14.2 This shall be determined jointly by the Employer and the Union in line with the relevant existing laws and practices.

14.3. 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.

14.4 Where an employee is found to have been improperly rated or misplaced on a salary scale or point, the Ghana Education Service shall rectify such an error and pay all arrears due to the employee.

SECTION FIFTEEN

15.0 Award of Increments

15.1 All employees shall have their incremental credits annually based on their year of appointment until the last notch is achieved.

15.2 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.

15.3 All recommendations for the award of increments shall be submitted not later than three (3) months before the incremental date.

15.4 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.

15.5 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 an increment.

SECTION SIXTEEN

16.0 Fringe Benefits

16.1 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.

The payment should directly be deposited into the beneficiary's account by Director General of the Ghana Education Service.

16.2 Night Allowance

The Ghana Education 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, the employee shall be paid an inconvenience allowance equivalent to a third of the value of the night allowance rate.

16.3 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 for the position. No employee shall be asked to act in a position in which he/she does not satisfy the minimum requirements.

16.4 Protective Clothing

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

16.5 Advance to Teachers in GES

An advance not exceeding 150% of an employee's annual gross salary to be repaid in

not more than eighty-four (84) equal instalments shall be granted to confirmed employees for the purpose of the following:

- i) Purchase of household goods
- ii) Purchase of means of transport
- iii) Support in the case of verified death of employee's father, mother, spouse or child or in the case of theft, fire or mishap etc.

16.6 Transfer Grant

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 the movement of household effects. The payment should directly be deposited into the beneficiary's account by the Director General of Education Service.

16.7 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.

16.8 Allowances for Directors and above

Directors in the 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.

16.9 Physically Challenged Guide Allowance

Physically Challenged Guide Allowance shall be paid to a physically challenged teacher who needs a guide for onward payment to the guide.

16.10 Physically Challenged Transport Allowance

Physically Challenged Transport Allowance shall be paid to a physically challenged teacher who is certified as needing special means of transport to enable him/her commute to and from work.

16.11 Funeral Grant

Funeral Grant shall be paid on the death of a teacher, his/her spouse, biological or legally-adopted child. In all cases, a death certificate shall be submitted to the Management of the institution before payment of the grant.

16.12 Kilometric Allowance

A Teacher whose work requires the use of a vehicle but is requested to use his/her own vehicle for official trips shall be paid Kilometric Allowance.

SECTION SEVENTEEN

17.0 ALLOWANCES

17.1 Continuous Professional Development (CPD)

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

- Professional Teachers - GH¢2,400 per academic year
- Non-Professional Teachers - GH¢1,800 per academic year

17.1.2 GH¢200 shall be deducted at source annually for Continuous Professional Development.

17.1.3 GH¢100 shall be deducted at source for licence renewal.

17.1.4 This allowance shall be paid in September each year.

17.2 Allowances for Teachers in Deprived/Difficult Areas

17.2.1 The Ministry of Education and the Ghana Education Service shall review the Deprived Area Report for implementation.

17.2.2 The Teacher Unions shall then negotiate the figures with FWSC.

17.3 Retention Premium

Retention Premium of 15% of monthly basic salary shall be paid to all teaching employees of the Ghana Education Service.

17.4 Complimentary Digital Instruction Support Allowance

All teaching employees of the Ghana Education Service shall be paid GH¢800.00 per annum in November each year as Complimentary and Digital Instruction Support Allowance.

SECTION EIGHTEEN

18.0 Leave Entitlements

18.1 An employee of the Ghana Education Service assigned teaching duties in an educational institution may be granted annual leave during school vacation upon application and Management's approval.

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

18.3 Employees other than those referred to in subsection.

18.4 Under leave entitlement shall be granted annual leave for the appropriate duration within the year.

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

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

18.7 Duration of Annual Leave

The duration of annual leave shall be as follows:

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

18.8 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.

18.9 Terminal Leave

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

18.10 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 on 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.

18.11 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.

18.12 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 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) The 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.

18.13 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 from First degree to PhD 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, and

bonding as may from time to time be laid down by the ES.

- 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.

18.14 Distance Learning

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

18.15 Sick Leave

- i) An employee who become 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 teacher

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 the 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.
- v) Any period of sick leave in excess of twelve (12) months shall be without pay.
- vi) After the 12th month, the sick teacher may be referred to a properly constituted Medical Board for further investigation.
- 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 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.

18.16 Maternity or Paternity Leave

- i) A woman 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) of the Labour Act, 2003 (Act 651).
- ii) ES shall not assign, whether permanently or temporarily a pregnant female teacher to a post outside her place of residence after the completion of the fourth month pregnancy, if the assignment, in the opinion of a medical

practitioner or midwife, is detrimental to her health.

- iii) On resumption of duty a nursing mother will be granted two (2) hours off-duty every working day to nurse her child for up to a period of twelve (12) months. Such employees shall be permitted at their own request to take an additional unpaid leave of up to one (1) year after childbirth without loss of employment.
- iv) 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.
- v) 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.

- vi) No female employee shall be dismissed solely on the grounds of pregnancy or on any grounds whatsoever during the period of maternity leave.
- vii) In the absence of a female teacher on maternity leave, a substitute teacher shall be appointed to take over her schedule or duties till she resumes.
- viii) Maternity leave shall be added to annual leave entitlement or leave earned in the leave year.
- ix) A male employee on the production of a 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.

- x) Facilities shall be provided for the care of children below school-going age to enable women, who have the traditional care for children, to realise their full potential.

18.17 Employees joining Spouses on approved courses of posting Overseas

- i) An employee joining the spouse on an 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 two (2) months 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.

18.18 Leave without Pay to join other Organisations

- i) Leave without pay may be granted to employees, on grounds of public policy by the ES for a specific period of two (2) years, to enable them join other organisations. This leave may be renewed for another term of 2 years, after which the employee may return to the ES, subject to the availability of vacancy and financial clearance.

- ii) An employee not granted such leave shall not proceed on leave otherwise, he shall be regarded as having resigned from the Education Service as from the date of the grant of leave without pay.

18.19 Compassionate Leave

In special circumstances, 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 NINETEEN

19.0 Travelling and Transport

19.1 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 the first appointment - from his/her hometown to his/her new station
- ii) On reposting - 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 training centre 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.

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

- i) Posted on disciplinary grounds.
- 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, threat on his or her life, physical attacks and assaults.
- iii) Re-appointed after suspension.

19.3 Employees who qualify for the payment of travelling and transport allowance shall produce evidence of movement by presenting a 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.

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

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

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

SECTION TWENTY

20.0 Staff Entitled to Accommodation

Accommodation shall be provided to the following category of staff:

- Headmasters
- Assistant Headmasters
- Senior Housemasters
- House Masters
- Head Teachers
- Assistant Head Teachers
- Frontline Deputy Directors
- Guidance and Counselling Officers and Chaplains and Imams in Second Cycle institutions.

Where accommodation is not available, the officer shall be paid rent allowance of 20% of the basic salary in lieu of accommodation.

SECTION TWENTY-ONE

21.0 Health and Safety

21.1 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.

21.2 All school premises may be fenced to provide reasonable security and protection for students, staff and property.

21.3 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.

21.4 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).

21.5 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.

21.6 Where employees suffer the loss of personal properties as a result of disasters such as outbreaks of war or communal violence, the Employer may facilitate the payment of compensation to the affected employees.

21.7 Ghana Education Service shall provide to all eligible Teachers with Protective Clothing in accordance with the labour laws of Ghana.

SECTION TWENTY-TWO

22.0 Medical Care

22.1 The Ghana Education Service shall facilitate the registration of all teaching personnel with the National Health Insurance Scheme (NHIS).

22.2 The Ghana Education 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 Ghana Education Service shall endeavour to pay the cost of traditional treatment.

22.3 For dental and optical appliances, the Ghana Education Service shall reimburse 50% in respect of payment for prescribed medical or dental appliances.

22.4 The above notwithstanding, the Ghana Education Service may institute a supplementary Health Insurance Scheme for the teaching personnel through negotiations with the Union. Membership of the scheme shall be voluntary.

SECTION TWENTY-THREE

23.0 Employees with HIV and AIDS

23.1 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.

23.2 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.

23.3 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).

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

23.5 ES 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-FOUR

24.0 Hours of Work

Working hours shall be as prescribed by law. Contact hours shall be as determined through negotiations by both parties, i.e., ES and the Unions.

SECTION TWENTY-FIVE

25.0 In-Service Training

25.1 The Service shall organize systematic in-service training 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.

25.2 Records shall be kept of all such in-service training programmes and they shall count towards the promotion of employees.

25.3 The Service shall be responsible for the provision of all logistics during in-service training programmes.

25.4 All new employees shall receive orientation on commencement of duty provided by the Employer not later than 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.

25.5 The Service shall give Certificates of Attendance free of charge to all employees who attend in-service training programmes organized by the Service, at no cost to the employees.

25.6 An employee required to undertake a course of training shall be advised on the duration, purpose, and scope.

25.7 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-SIX

26.0 Release of Employees

26.1 Release of teachers in both the first and second cycle institutions shall take place at the end of the academic year.

26.2 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.

26.3 Under no circumstance shall an employee be given an Open Release.

26.4 Heads of institutions who may request for the release of teachers shall notify the District Director ninety (90) days before the release is effected.

26.5 Employees of the Service who may request for release shall be written to before the release is effected.

26.6 In all cases, action shall become effective upon receipt of official authorization by the appointing authority.

SECTION TWENTY-SEVEN

27.0 Employee Housing Scheme

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

SECTION TWENTY-EIGHT

28.0 Legal Assistance

Any employee against whom civil or 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-NINE

29.0 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 THIRTY

30.0 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-ONE

31.0 Secondment

31.1 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.

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

SECTION THIRTY-TWO

32.0 Leaving the Service

The modes by which an employee may leave the 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; and
- viii) By death.

SECTION THIRTY-THREE

33.0 Compulsory Retirement

33.1 An employee shall retire compulsorily from the Service on reaching the prescribed age. The Heads of Institutions/District Director/Regional Director shall inform the employee in writing six (6) months before the date due for retirement.

33.2 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-FOUR

34.0 Voluntary Retirement

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

A teacher who wishes to retire voluntarily shall notify the Director General at least three (3)

months before the date on which he or she wishes to retire.

SECTION THIRTY-FIVE

35.0 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-SIX

36.0 Resignations and Termination of Appointment

36.1 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.

36.2 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-SEVEN

37.0 Redundancy and Severance Pay

37.1 In the event of redundancy, the Service shall inform the Union of the names, grades, stations 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.

37.2 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.

37.3 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.

37.4 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-EIGHT

38.0 Death Benefits

38.1 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.

38.2 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.

38.3 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.

38.4 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.

38.5 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-NINE

39.0 Final Salary of a Deceased Employee

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

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

39.0 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 FORTY

40.0 Miscellaneous Provisions

40.1 Facilities to be accorded to Employee Unions

Facilities shall be accorded to the representatives or recognized employee unions at all levels as may be appropriate in order to enable them 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.

40.2 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 FORTY-ONE

41.0 Grievance Handling Procedures

41.1 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 to ensure peaceful industrial atmosphere within the Service.

41.2 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.

41.3 In the event that no conclusion is reached to the satisfaction of the aggrieved teacher, the matter shall be referred to the District Director for Education.

41.4 If the case is not settled at the district level to the satisfaction of the aggrieved teacher, it shall be referred to the Regional Director for Education.

41.5 If the case is still not resolved at the regional level to the satisfaction of the aggrieved teacher, it shall be referred to the Director General.

41.6 If the employee is still not satisfied, the matter shall be referred to the ES Council. The time duration for resolution of the grievance at each level shall not exceed six (6) weeks.

41.7 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 to the satisfaction of the aggrieved teacher.

41.8 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

41.9 Employees are encouraged to obtain the support of the Union to access all stages of the grievance procedures.

SECTION FORTY-TWO

42.0 Review

42.1 There shall be general review of this Collective Agreement after every two (2) years.

42.2 The rates of Allowances are attached as Appendix A.

42.3 ES Management shall seek the input of the Union for any review concerning the Collective Agreement.

SIGNATORIES

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

Dated in Accra, this 31st day of May, 2024.

Signed for and on behalf of Government and the Unions.



Benjamin Arthur (ING.)
Chief Executive, FWSC



Thomas Tanko Musah
General Secretary, GNAT

*Witness for and on
behalf of Government by*

*Witness for and on behalf
of Teachers Unions by*



Mamle Andrews
Chief Director, MoE



Angel Carbonu
President, NAGRAT



Eric Nkansah (DR.)
Director-General, GES



King Ali Awudu
President, CCT GH

APPENDIXES

Appendix A

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

ITEM/ALLOWANCE	AGREED RATE/AGREEMENT
Permanent Posting Allowance	3 months' basic salary
Additional Duty Allowance	10% of monthly basic salary
Allowances for Directors	Approved Category 4 rates to apply.
Medical Care	i. Employee, spouse and four (4) children of 18 years and below to be covered by NHIS. ii. Payment of 50% of the cost of illness not covered by NHIS. iii. Where a child is above 18 years but below 23 years and is still in school, he or she shall be covered by the Medical Scheme
Travelling Expense Allowance	7 tonnes at STC rate or any transport company appointed by Government.
Acting Allowance	Difference between the (Acting) Officer's salary and minimum salary point of the (acting) post or 20% of monthly basic salary whichever is higher.
Night/Out-of-Station Allowance	Chief Director – GH¢490.00 per night Coordinating Director/Chief Executive/Head of Department – GH¢420.00 per night Director – GH¢350.00 per night Senior Staff – GH¢280.00 per night Junior Staff – GH¢210.00 per night All inclusive

	Where accommodation or meals are provided, the rate abated by one-third (1/3).
Vehicle Maintenance Allowance	Car – GH¢210.00 per month Motorcycle – GH¢70.00 per month Bicycle – GH¢28.00 per month.
Kilometric Allowance	Car – GH¢3.50 per km Motorcycle – GH¢1.40 per km
Protective Clothing	To be provided by Ghana Education Service (GES)
Funeral Grant	Employee – GH¢2,100 Spouse – GH¢1,400 Child – GH¢1,400 All inclusive
Physically Challenged Guide Allowance	Daily Minimum Wage for 27 days
Physically Challenged Transport Allowance	20% of monthly basic salary

Appendix B

Allowance Unique to the Teaching Staff of the Ghana Education Service (Non-Core Allowances)

ITEM/ALLOWANCE	AGREED RATE/AGREEMENT
Retention Premium	15% of monthly basic salary
Continuous Professional Development Allowance (CPDA) per annum	<p>GH¢2,400 for Professional Teachers GH¢1,800 for Non-professional Teachers</p> <p>That GH¢200 shall be deducted at source annually for Continuous Professional Development.</p> <p>That GH¢100 shall be deducted at source for licence renewal.</p> <p>That this allowance shall be paid in September, 2024 and November, 2025</p>
Deprived/Difficult Area Incentive	<p>The Ministry of Education and the Ghana Education Service shall review the Deprived Area Report for implementation.</p> <p>The Teacher Unions shall then negotiate the figures with FWSC.</p>
Complimentary Digital Instruction Support Allowance	GH¢800.00 per annum to be paid in November each year.
Advance for Teachers in GES	An advance of not exceeding 150% of an employee's annual gross salary (to be repaid in not more than eighty-four (84) equal instalments) may be granted to a confirmed teacher.

NOTE:

- i) Fair Wages and Salaries Commission (FWSC) and Ghana Education Service (GES) shall work together to correct any salary placement disparities or wrongful placement.
- ii) GES and the Pre-Tertiary Teacher Unions shall expeditiously work together to resolve all outstanding issues concerning the promotion of Deputy Directors (DD) to Director II and subsequently to Director I by September, 2024.

Appendix C

CATEGORY 4 ALLOWANCES DIRECTOR GENERAL (LEVEL 25 ON SSSS)

Allowance	Rate
<i>Accommodation</i>	Fully furnished accommodation or 20% of basic monthly salary in lieu
<i>Transport</i>	Chauffeur driven vehicle, free maintenance.
<i>Fuel</i>	80 gallons fuel per month
<i>House Help</i>	GH¢459.20
<i>Garden Boy</i>	GH¢459.20
<i>Water</i>	GH¢210.00
<i>Telephone</i>	GH¢210.00
<i>Electricity</i>	GH¢210.00
<i>Entertainment</i>	GH¢547.40
<i>Clothing</i>	GH¢547.40
<i>Night Watchman</i>	GH¢534.80
<i>Day watchman</i>	GH¢534.80

Appendix D

CATEGORY 4 ALLOWANCES FOR DEPUTY DIRECTOR GENERAL GRADES (LEVEL 24 ON SSSS)

Allowance	Rate
<i>Accommodation</i>	Fully furnished accommodation or 20% of basic monthly salary in lieu
<i>Transport</i>	Chauffeur driven vehicle, free maintenance.
<i>Fuel</i>	70 gallons fuel per month
<i>House Help</i>	GH¢459.20
<i>Garden Boy</i>	GH¢459.20
<i>Water</i>	GH¢189.00
<i>Telephone</i>	GH¢189.00
<i>Electricity</i>	GH¢189.00
<i>Entertainment</i>	GH¢492.80
<i>Clothing</i>	GH¢492.80
<i>Night Watchman</i>	GH¢534.80
<i>Day watchman</i>	GH¢534.80

Appendix E

CATEGORY 4 ALLOWANCES FOR DIRECTORS (LEVEL 23 ON SSSS)

Allowance	Rate
<i>Accommodation</i>	Provision of accommodation or 20% of basic monthly salary in lieu
<i>Transport</i>	Vehicle + free maintenance.
<i>Fuel</i>	60 gallons fuel per month
<i>House Help</i>	GH¢459.20
<i>Garden Boy</i>	GH¢459.20
<i>Water</i>	GH¢168.00
<i>Telephone</i>	GH¢168.00
<i>Electricity</i>	GH¢168.00
<i>Clothing</i>	GH¢436.80
<i>Security</i>	GH¢534.80

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