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CONTENTS

| | Page |
|--|-------------|
| National Labour Commission—Arbitration Award by National Labour Commission | 2378 |

IN THE MATTER OF VOLUNTARY ARBITRATION

UNDER

**NATIONAL LABOUR COMMISSION REGULATIONS, 2006
L.I. 1822 AND THE ADR ACT, 2010 (ACT 798)**

BETWEEN

INDUSTRIAL & COMMERCIAL WORKERS' UNION (ICU)

AND

DECORPLAST LIMITED

**IN THE MATTER OF VOLUNTARY ARBITRATION BETWEEN
DECORPLAST LIMITED**

AND

INDUSTRIAL, COMMERCIAL WORKERS' UNION (ICU)

THE ARBITRATION PANEL.

Charles D. Antwi, Lilian Antwiwaa Asante and Fred Coch

ARBITRATION AWARD

1.0 BACKGROUND

The Parties, ICU and Decorplast Limited have an existing Collective Agreement (CA). Few days before the Agreement comes to an end, the Employer notified the Union that they have terminated the Agreement. A few days later the Union wrote to Decorplast stating that they wanted the Collective Agreement reviewed. After several meetings and consultations, the parties could not reach agreement on some of the provisions in the Collective Agreement and they declared a deadlock in respect of those provisions in the Collective Agreement. The parties then referred their dispute to the National Labour Commission for a resolution and opted for Voluntary Arbitration as the medium for resolution of the deadlocked issues. The Commission accordingly appointed a panel of three Arbitrators to resolve the dispute.

2.0 ARBITRATION MANAGEMENT CONFERENCE

On 19th February, 2021, the Arbitrators held an Arbitration Management Conference with the Parties via zoom to set out the modalities for the Arbitration hearings. The parties agreed that the proceedings will be conducted via zoom.

3.0 ISSUES

The issues for the Arbitration as set out jointly with the Parties to be ruled on by the Arbitration Panel are stated below:

- 3.1 Duration of Collective Agreement (CA)
- 3.2 Working Hours/Overtime
- 3.3 Salary Advance/Special Advance
- 3.4 Annual Leave
- 3.5 Night Duty Allowance
- 3.6 Discipline
- 3.7 Interdiction
- 3.8 Redundancy
- 3.9 Retiring Age
- 3.10 Long Service Award
- 3.11 Wage Reopener

4.0 ICU'S SUBMISSION

The ICU submitted its case as follows:

By a letter dated 9th December, 2019, the Union wrote to management of its intention to review the Collective Agreement (CA) in order that its new provisions could take effect from 1st January, 2020.

That management wrote a letter to the Union purporting to have terminated the existing CA between the parties unilaterally. An act the Union considered a blatant disregard to Act 651 section 105, subsections 3 and 4.

The Union maintains its position of having a CA in place, the terms of which are still in full force so long as the parties have not taken a decision to vary same. They therefore proceeded to commence negotiation with management relative to salaries and the three (3) other articles as per their letter dated 9th December, 2019.

That management in its attempt to worsen the existing terms and conditions of their members contrary to article 45(b) of their CA brought proposals seeking to reduce the workers benefits already provided for by the CA.

4.1 Duration of Collective Agreement

Union holds the view that since this was meant to be a direct quote of section 107 of the Labour Act, 2003 (Act 651), the word "terminate" is alien to that particular section of the Law and that should be deleted and reflect the provision of section 107.

4.2 Working Hours/Overtime

That overtime rates as agreed by the parties and clearly stated in the existing CA should not be varied by management to the disadvantage of the workers. The levels as stated in the CA have been implemented over decades of the existence of the Union at Decorplast Limited without any difficulty and more importantly, that is the standard practice in the industry within which Decorplast Limited operates. They therefore seek for the retention of the rates as enshrined in Article 45(b) of their CA.

3.3 Salary Advance/Special Advance

That the article was mutually negotiated and agreed by the parties with the view to assisting workers who put in such requests relative to their needs within a particular month. The spirit behind this agreement was to prevent absenteeism by workers to ensure punctuality and productivity. More so, the money so granted i.e. 50% of salary is meant to be deducted within the particular or same month it is granted. The Union therefore seeks for the status quo to remain.

3.4 Annual Leave

That the provision in the CA should be retained. However, the Union made a compromise by proposing the following:

- 1 to 6 years - 18 working days
- 7 to 15 years - 23 working days
- 16 years and above - 28 working days

and added that the rest of the days be commuted into cash and added to the basic salaries of workers or alternatively, the days lost per the new

arrangement if agreed, be given to the employees as leave allowance for the Union not to suffer a worse off situation.

3.5 Night Duty Allowance

That the Union will not compromise on the provisions of this article as captured by the existing CA. The workers under the circumstances of a night work, are not given any form of assistance in terms of transportation or any form of support considering the difficulties they go through in attending to work in the night. This necessitated the mutual agreement of the said provision in the CA as a motivation or incentive to the workers. Since this was a collective decision between management and the union, it cannot be altered by management unilaterally.

3.6 Discipline

That this provision as captured in the existing CA clause (c) of the article was not arrived at by any form of duress by the parties. This agreement was mutual under the circumstances. This attempt by management to worsen the existing condition of the workers cannot be accepted and should not be inflicted on these workers.

3.7 Interdiction

That this provision as captured by the existing CA is a matter of legislation and management cannot alter same on its own volition. The Labour Regulation, 2007 LI 1833(8) is very clear on the issue of interdiction, hence the existing position of the Law should be maintained.

3.8 Redundancy

That this provision as agreed by the parties and same captured in the existing CA should be retained considering the levels of salaries of these workers. Union submitted that if management cannot improve on the existing rates, they should not attempt to worsen same.

3.9 Retiring Age

That the Union contends that this provision provides additional benefits to a retiring employee and they are therefore of the view that management cannot in a subtle way delete the aspect that made reference to article 31. In fact, this benefit have been paid to colleague workers who had worked with the company over the years.

3.10 Long Service Award

That as a standard practice, long service awards are paid on the attainment of the various award categories as spelt out in our CA to deserving employees. Union therefore avers that the existing award category should be maintained if they cannot be reviewed upwards.

3.11 Wage Reopener

That wage reopener negotiation between parties over the years has been guided by inflationary figures or rates i.e. year on year and what they have come to know as an enhancement. The enhancement over the years has been in the region of 4%. The last salary increase in 2018 took into account inflation as at 2017 which was 11% and about 4% enhancement totaling 15% and this was the agreement reached between the parties. Going by this principle, inflation as at 2019 was around 8% plus 4% enhancement will get the Union 12% if not 15%. The demand for 15% is also grounded in the fact that the Union sacrificed salary increase negotiations in 2019. So, the 15% demand is more than reasonable and justified to be granted to the Union. More so, Decorplast is a major player in the plastic industry in Ghana and sub-region.

5.0 DECORPLAST'S SUBMISSION

Decorplast submitted its case as follows:

That in conformity with the Law the company and the Union faithfully negotiated, concluded and signed a CA commencing 1st January, 2018 and remained in force till 31st December, 2019. On 26th November, 2019, the company sent a notice to the ICU and copied the Local Union to terminate the agreement as its expiration in accordance with Article 3(b) of the terms of the Agreement. ICU did not reply to the notice sent to them to terminate the CA.

That on 9th December, 2019, ICU submitted a three (3) article proposal to review the then existing CA. At the meeting of the Standing Negotiation Committee (SNC) the proposals submitted by the company and the Union were negotiated and some articles were agreed on others were deadlocked.

That the current CA has expired and either party is entitled to terminate the agreement.

5.1 Duration of Collective Agreement

That from the provisions of the CA, both parties agreed that any time within twenty-eight (28) days of the expiration of the Agreement, either party may give notice in writing to express its desire to either continue with the Agreement in force for a further period to be agreed upon between the parties or express its intention to terminate it. The company duly gave notice for the termination of the Agreement at its expiration and therefore the agreement duly died on 31st December, 2019.

5.2 Working Hours/Overtime

That overtime payment is costly and takes quiet a huge chunk of the budgetary provision for Labour remuneration. Over the last five (5) years, overtime expenditure has become astronomical and the company can only afford the rates it proposed in the new CA. At the beginning of the company, salaries were low and the company could afford higher rate of overtime. As the fortunes of the company dwindled over the last three (3) years, the company is unable to afford higher rates.

5.3 Salary Advance/Special Advance

That the company recognizes the fact that, individual employees may encounter emergencies or difficult circumstances which may require financial help hence the company is willing to consider salary advance requests from individual employees on their own merits. The company cannot afford the mandatory 50% of the wage bill as salary advance payment fortnightly.

5.4 Annual Leave

That the Labour Law provides for not less than fifteen (15) working days annual leave in any undertaking. Most of our employees are factory operatives. If our employees who are factory operatives take excessively longer leave days, the

company's productivity drops and it affects our economic and financial viability. This situation has also contributed to the low performance of the company.

Management believes the annual leave days below for the various categorization of employees is reasonable and fair.

- 1 to 6 years - 15 working days
- 7 to 15 years - 20 working days
- 16 years and above - 25 working days

5.5 Night Duty Allowance

That the rate of 30% of consolidated salary being insisted on by the Union as night duty allowance is mostly unreasonable, unsustainable and would worsen the wage bill, leading to serious financial consequences for the company and eventually affect the employees' job security. The 15% put forward by Management is the highest in the industry and is what the company can manage with under the present COVID-19 circumstances affecting not only the company but also, the national economy as a whole.

5.6 Discipline

That in the view of management, three (3) warning letters in twelve (12) calendar months paints a very bad picture of an employee and should be more than reasonable to terminate an employee's appointment. It is the view of the company that in this competitive job market, no Employer or Union should encourage or protect indiscipline which affects the discipline and hardworking employees' morale and impact negatively on productivity.

5.7 Interdiction

That it is a common knowledge that in this digital job market some employees engage in cyber and financial crimes that cost companies huge financial losses. In such circumstances, the interest of the company should be protected from losing further money by paying the alleged offender. It is the view of the company that where a prima facie case has been established against an employee whose conduct may result in huge financial loss to the company, that employee should be interdicted without pay pending the final determination of the case. Where the employee is exonerated, his full entitlement during the period of interdiction should be paid to him. The company believes this is fair deal that satisfies both interest.

5.8 Redundancy

That redundancy exercise is unpalatable in terms of the emotional pain it inflicts on all parties involved or affected by the exercise. So when a company decides to embark on a redundancy exercise, it presupposes that things are not going well with the company and unless the exercise is carried out the company will go under. Redundancy packages must therefore be reasonable, fair and affordable to enable the company pay affected employees and to be able to keep the company above water.

In the current circumstances of the company and in the uncertain COVID-19 environment, where the company is going through serious financial and raw material supply challenges, it will be burdensome and unaffordable to offer any packages beyond the following:

- Employees who have worked for less than three(3) years – one (1) week salary
- Employees who have worked for four (4) years and above – two (2) weeks' salary
- Employees who have worked for seven (7) years and above – three (3) weeks' salary
- Where the company is in financial crisis, 50% of the above, shall apply to all categories.

5.9 Retiring Age

That the Union defines retiring age and its benefits and equates it to redundancy benefits. The company disagrees and would like to separate the benefits in consonance with the relevance of each one of them. Redundancy and Retirement are two different things. They are not mutually dependent but uniquely independent and exclusive of one another and should be treated as such. Thus, the company strongly objects to putting redundancy and retirement benefits as one and the same thing and would urge that the records are set by their separation and defining circumstances.

5.10 Long Service Award

It is a historical fact that long service award defines how long one has served a company at the time of leaving the company and the award that goes with it. The Union contends that long service award should be paid as the years go by and the employee is still in the service of the employer.

Management position is that this is erroneous and should be corrected. They believe that the end of a service determines how long the service has been provided to the company. An employee could work for example five (5), ten (10), fifteen (15) etc years and depart the service at that point in time. The length of service of the employee to the company is determined at that point and a commensurate award is given in appreciation of that length of service to the company. What the Union is insisting on is known as Retention Incentive/stimulus award or package.

5.11 Wage Reopener

That subsequent to the submission to Arbitrations, both parties negotiated and agreed to a 10% salary increase effective 1st January, 2021. They therefore urge that this item be struck out from the list of deadlock items.

6.0 ARBITRATION PANEL'S ANALYSIS OF SUBMISSIONS BY PARTIES

The Panel subjected the submissions to analysis as presented below:

6.1 Duration of Collective Agreement

Article 3 of the Collective Agreement (C.A) reads as follows:

3 (a) "The duration of this Agreement shall be for a period of two (2) years, commencing from 1st January, 2018 and shall remain in force till 31st December, 2019 with wage re-opener after twelve (12) months"

(b) "At any time within twenty-eight (28) days of the expiration of this Agreement either party may give notice in writing expressing its wish for this Agreement to continue in force for a further period to be agreed upon between the parties or express its intention to terminate this Agreement provided that in the absence of any such notice, thirty (30) days after its expiration, this Agreement shall continue in force until rescinded by the parties in accordance with the provisions of Section 107 subsection 2 of the Labour Act, 2003 (Act 651)."

That the collective Agreement (CA) between the parties has a duration of two (2) years, "commencing from 1st January, 2018.....till 31st December, 2019" is not in doubt. What's in doubt between the parties is how the CA should or could be brought to an end.

Generally, there is freedom to enter an agreement and a corresponding freedom to opt out of that agreement or continue with the agreement. However that freedom is limited by the procedures agreed by both parties to the agreement.

As per Article 3 (b) of the CA, at any time **“within twenty-eight (28) days of the expiration of the CA”** either party to the CA may **“give notice in writing expressing its wish”** for the CA to continue in force for a **further period** to be agreed upon between the parties or express **its intention to terminate”** the agreement.

So strictly speaking, any notice in writing which is given even twenty-nine (29) days to the expiration of the CA is not proper or valid notice. Thus the CA which is for an agreed duration of two (2) years would have to run for at least one (1) year, eleven (11) months and two (2) days before any party may trigger its termination.

Decorplast Limited in their written submission dated 4th February, 2021 gave a “background to the Arbitration”. On page one (1) of that written submission they stated the following:

“On Nov. 2019 the company sent a notice to the ICU and copied the local union to terminate the agreement at its expiration in accordance with Article 3b of the terms of the agreement. The ICU did not reply to the notice sent to them to terminate the agreement. On December 9th 2019, ICU submitted a three Article proposal to review the then existing agreement.....”

From the above submission by Decorplast Limited, we note that their notice in writing “to terminate the agreement at its expiration in accordance with Article 3b of the terms of the agreement”, was given thirty five (35) days to the expiration of the agreement i.e. thirty five (35) days to the 31st December, 2019.

By a strict construction of Article 3(a) and 3(b) of the Collective Agreement (C.A) the Notice to Terminate issued by Decoplast did not constitute proper or valid notice. Even if we gloss over the defective notice period, per Article 3(b) of the Collective Agreement (CA), the notice should only express a wish and an intention to terminate but not to terminate the agreement unilaterally.

The second leg of Article 3(b) of the CA states that **“in the absence of any such notice, thirty (30) days after its expiration”** the CA shall continue in force until rescinded by the parties in accordance with the provisions of **Section 107 subsection 2 of the labour Act, 2003, (Act 651)**. **Section 107(2) also refers to section 102 of Act 651.**

Section 102 of Act 651 is headed “Negotiations by Negotiating Committee or joint negotiating committee”.

Thus even thirty (30) days after the CA has expired, if the parties intend to rescind the CA, the rescission should be done by **"Negotiations by negotiating committee"**.

It is quite clear that the intention of the Legislature in enacting **section 107(2) of the Labour Act, 2003, Act 651**, is to ensure that any CA based on the Labour Act should run the full course of its specified duration before it is brought to an end, continued or a new one executed. Note also that as per **Section 105** of Act 651, which has the heading "Effect of Collective Agreement," even after the expiration of a CA, until a new CA is executed, the provisions of the expired CA **"shall continue to have effect"**. Thus we agree with Decorplast Limited as stated in their written submission dated 4th February, 2021 that **"Clause 3b in the expired agreement, and contained in the new proposals submitted by the company is not unlawful and should be maintained"**. The Panel however disagrees with the view of Decorplast Limited **"that the agreement duly expired (died) on 31st Dec. 2019"**.

As per **section 105 of the Labour Act**, the substantive law on labour relations in Ghana, which is superior to the Collective Agreement (C.A) the provisions of the expired Collective Agreement (C.A) **"shall continue to have effect"** until a new Collective Agreement (C.A) is executed.

6.2 Working Hours/Overtime

Section 35 of the Labour Act 2003, Act 651 is headed **"Paid Overtime"**. This suggests that where a worker works over and above the scheduled hours of work, he/she should be paid over-time pay. Overtime pay therefore cannot be the same as pay for the normal hours of work.

Thus, the proposal by Management of Decorplast Limited that any employee who at the request of the Employer works "Over the regular scheduled hours during the week" should be paid – "times one (1.00)" is, in our considered opinion, not overtime pay. Any pay "times one" is equal to the same pay and you cannot pay overtime the same pay as normal pay.

6.3 Salary Advance/Special Advance

The introduction of the word "may", which is permissive and empowering, instead of "shall", which is imperative and mandatory gives the company the discretion to assess the request of the employee, taking into consideration, the genuineness of the request, cash flow of the company etc. before granting the salary advance. Also the phrase **"on the 15th of every month"** is not necessary and should be

deleted as the employee should be able to apply for salary advance on either the 14th, 18th, 19th, 20th of the month, as and when the need arises. The salary advance should however be "deducted from the employee's monthly remuneration at the end of the same month".

6.4 Annual Leave

Annual leave is necessary for the worker to rest and restore him/her to good health. It is thus required for increased productivity which will benefit both Employer and Employee. However, the leave days should also not be too long to negatively affect productivity. We note that most of the employees of Decoplast Limited are factory operatives and we recommend uniform annual leave days of (twenty-five) 25 days for all unionized employees. Annual leave is always with pay so no day of rest should be commuted into cash as proposed by ICU.

6.5 Night Duty Allowance

Section 36 of the Labour Act, 2003, Act 651 is headed "Shifts". It states "Workers may be employed in shifts, but the average number of hours reckoned over a period of four weeks or less shall not exceed eight hours a day or forty hours a week if there is an established time-table for the shifts".

If the time-table for the shifts and or night duty is organized effectively by Decorplast Limited as per section 36 of the labour Act, it should not be a drain on the company's finances.

6.6 Discipline

Article 24 of the CA between Decorplast Ltd and I C U states the Policy and Procedure for Discipline in the company.

6.7 Interdiction

Interdiction which involves a temporary suspension/prohibition of a worker's right to salary/wages should be used sparingly and with extreme caution. Regulations 8 (1)(a) of the Labour Regulations, 2007 L.I., 1833 reads as follows: " **where an employer interdicts an employee, the employer shall (a) pay not less than fifty percent of the employees' salary for six (6) months, during investigations, disciplinary or criminal proceedings for an offence for which the employee has been charged.**"

The above rule should guide and reflect in the Collective Agreement between the parties.

6.8 Redundancy

Redundancy leads to loss of employment and it is not a pleasant experience for both the Employer and the Employee. It should thus be guided by Section 65 of the Labour Act, 2003, Act 651, which stipulates a fair process, adequate notice of not less than three (3) months and redundancy pay to all affected Employees. However, the current COVID-19 pandemic can be likened to a force majeure situation, and act of God, which is not the doing of either Decorplast Limited or ICU and beyond the control of either party. Both parties should focus on the viability and survival of the Company and their jobs. The duration of the CA is for two (2) years so it can be reviewed to reflect prevailing conditions in two (2) years' time. Article 45 (b) of the CA has a proviso as follows: "provided that this Article shall not apply where changes in any individual's existing Conditions of Service have been agreed between the parties to the agreement." So the current economic conditions necessitate a reduction in redundancy pay, if and when it becomes necessary.

6.9 Retiring Age

An employee who is retiring is different from an employee who has been declared redundant by the employer. "**A redundancy**" would arise where major changes in the mode of production, programmes or activities of a company were likely to result or resulted in reduction of the needed labour force and there was excess labour. Also, redundancy will be declared where the business no longer require the same number of employees to carry out work of a particular kind. Retirement however is a voluntary or compulsory termination of one's employment or career especially upon reaching the statutory retirement age.

Retirement and Redundancy are two different things and the consequences of each should be treated separately in the CA.

6.10 Long Service Award

The Panel acknowledge the fact that long service awards are given to employees who have completed a certain number of years' service to a company. The awards are given to show appreciation to employees for their dedicated service and also as a form of "retention incentive/ stimulus award". We have looked at the classification of such awards in other companies in the country and they are all titled "Long Service Award". It is therefore our considered opinion that the title "Long Service Award" in the Collective Agreement (C.A) should be maintained. Further, it should be presented/paid to the employees "as the years go by and the employee is still in the service of employer".

7.0 AWARD

Based on the above analysis, the Panel of Arbitrators grants the following award:

7.1 Duration of Collective Agreement

The word 'terminate' in article 3b of the Collective Agreement (C.A) should be maintained since it is harmless to either party and gives either party the right to initiate termination procedures.

7.2 Working Hours/Overtime

The Panel directs that the overtime rates fixed and agreed by the parties in the expired Collective Agreement (CA) should be maintained as follows.

- i. Over the regular scheduled hours during the week – time and a half (1.5x)
- ii. On scheduled day-off – double time (2x)
- iii. On Saturdays, Sundays and public holidays – double time (2x)
- iv. Overtime shall not be compulsory. The local union shall however be co-operative where the company received orders that make it necessary to do overtime.
- v. If a Statutory Holidays falls on an employee's scheduled day-off, he/she will be given one-day off or, receive one (1) extra days pay in lieu thereof.
- vi. Watchmen shall be excluded from the above provision except that they shall be paid double time (2x) on Public Holiday days-off.
- vii. Where production downtime occurs through no fault of the parties to this agreement, both parties shall co-operate and collaborate to recover the production downtime.

7.3 Salary Advance/Special Advance

Article 13 of the expired Collective Agreement (C.A) - on Salary Advance should generally be maintained except that the word "shall" in Article 13(a) should be changed to "may". Thus Article 13(a) should read as follows. 13(a) "Salary

advance not exceeding 50% of an employee's basic monthly remuneration **may** be granted to interested employees by the company upon request by the employee. The salary advance shall be deducted from the employee's monthly remuneration at the end of the same month".

7.4 Annual Leave

Article 14 (a) Collective Agreement (CA) should now read:

"An employee who has completed twelve (12) months continuous service shall be granted twenty-five (25) days annual leave".

7.5 Night Duty Allowance

Considering financial challenges due to the Covid-19 pandemic on the economy and businesses, we recommend a night duty allowance of 20% of consolidated salaries/wages per shift. Our award is as follows:

"Employees required to work on night shifts by the employer shall be paid an allowance of Twenty percent (20%) of their consolidated salary/ wages per shift. This Article shall not apply to task workers and watchmen"

7.6 Discipline

Due to the importance of Discipline in any organization to ensure productivity and the welfare of employees **Article 13 (g) Collective Agreement (CA) should now read as follows:**

"If after two (2) written warnings have been given to an employee a third (3rd) similar offence is committed or his service is considered to be still unsatisfactory within a continuous period of twelve (12) months, management may give consideration to the termination of his employment.

7.7 Interdiction

The procedure for interdiction as stated in Article 24 (2) (a) should be maintained as it is in the consonance with Regulation 8 of the Labour Regulation, 2007 L.I 1833.

Thus Article 24(2) (a) should be maintained as it is in consonance with Regulation 8 of the Labour Regulation, 2007 L.I. 1833.

- (a) "Where an employee is accused of having committed a criminal offence which cannot be proven immediately and which requires disciplinary proceedings being instituted against him, the employee shall be interdicted on half () pay for a maximum period of six (6) months pending the outcome of the proceedings."

7.8 Redundancy

Article 31(n) should be modified as follows;

31(b) "Employees covered by this Agreement whose employment is terminated on grounds of redundancy will be entitled to accrued untaken leave and the following severance award"

- (i) Less than six (6) years' service – one (1) month's salary for each year of service and pro rata.
- (ii) Six (6) years and above - Two (2) months' salary for each year of service and pro rata.

The proposed Article 31(C) by Decorplast Limited which states that "Where the company is in financial crises, 50% of the above shall apply to all categories of workers" should NOT be included in Article 31 of the CA

7.9 Retiring Age

34(c) should now read: "any employee leaving the service of the employer either on voluntary or compulsory retirement shall be entitled to any accrued untaken leave".

7.10 Long Service Award

Article 38 of the Collective Agreement (CA) should be maintained. It should be given/ paid at intervals of 10years, 15years, 20years and 25years of service to the company.

7.11 Wage Reopener

Considering the financial constraints due to the Covid-19 Pandemic, ICU's EXHIBIT 3, signed on 23rd May 2018 and Memorandum of Understanding between Decorplast Limited and ICU signed on 9th February 2021, a fair affordable and reasonable proposal should be "a salary increment of 10% across the board for the unionized employees effective 1st January 2021. There should be no additional increase for the past year(s)"

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.....
CHARLES D. ANTWI
(NLC APPOINTED ARBITRATOR)

Date:..... 16-4-2021

Place:..... Accra

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.....
ILLIAN ANTWIWAA ASANTE
(NLC APPOINTED ARBITRATOR)

Date:..... 16-4-2021

Place:..... Accra

[Handwritten signature]

.....
FRED COCH
(NLC APPOINTED ARBITRATOR)

Date:..... 16th April, 2021

Place:..... Accra

