



REVITALISING COLLECTIVE BARGAINING AGREEMENTS AS TOOLS FOR ORGANIZNG : A REVIEW & SYNTHESIS OF CBAS OF SOME SELECTED AFFILIATES OF THE TRADES UNION CONGRESS (GHANA)



Labour Research and Policy Institute
October, 2022

Table of Contents

LIST OF ABBREVIATIONS..... 4

SECTION 1: INTRODUCTION AND BACKGROUND 5

 1.0 Introduction 5

 1.1 Aim and Scope 6

 1.2 Brief Overview of Collective Bargaining in Ghana 7

 1.3 The Research Method 8

 1.4 Structure of the report 9

SECTION 2: EMPLOYMENT CREATION 10

 2.0 Introduction 10

 2.1 Engagement and Probation 10

 2.2 Employment Security..... 11

 2.3 Disciplinary and grievance handling procedures..... 13

SECTION 3: SOCIAL PROTECTION..... 14

 3.0 Introduction 14

 3.1 Healthcare cover 14

 3.2 Invalidity benefits 15

 3.3 Sick leave..... 15

 3.4 Provident Fund 16

 3.5 Death benefits 16

 3.6 End of service benefits..... 17

 3.7 Salary Advance 17

SECTION 4: RIGHTS AT WORK 19

 4.0 Introduction 19

 4.1 Wages and allowances..... 19

 4.2 Hours of works 20

 4.3 Fair treatment 20

 4.4 Leave provisions..... 21

 4.5 Occupational safety and health and environment (OSH) 21

 4.6 Skills Development..... 22

 4.7 Legal assistance 22

SECTION 5: SOCIAL DIALOGUE	23
5.0 Introduction	23
5.1 Trade union recognition	23
5.2 Close shop	24
5.3 Facilitation of union work	24
5.4 Standing Joint Negotiating Committee (SJNC)	25
5.5 Prohibition of individual contract	25
5.6 Grievance handling procedure	25
SECTION 6: MAKING COLLECTIVE AGREEMENTS TOOLS FOR ORGANISING ...	27
6.0 Introduction	27
6.1 Improving Collective Bargaining Strategies	27
6.1.1 Supply Chain Bargaining.....	28
6.1.2 Extension of Collective Bargaining.....	28
6.1.3 Multiparty Bargaining.....	29
6.1.4 Ad hoc Negotiations.....	30
6.2 Introduction of New issue	31
6.2.1 Occupation Health and Safety (OHS).....	31
6.2.2 Telework or remote working provisions	32
6.2.3 Supporting business solvency, retaining jobs, and securing incomes.....	33
6.2.4 Promoting intra-company mobility	33
SECTION 7: CONCLUSION AND RECOMMENDATIONS	35
REFERENCES	38

LIST OF ABBREVIATIONS

AI	Artificial Intelligence
GAWU	General Agricultural Workers' Union
GSS	Ghana Statistical Service
ILO	International Labour Organisation
JNC	Joint Negotiating Committee
MDU	Maritime and Dockworkers Union
NLC	National Labour Commission
NHIS	National Health Insurance Scheme
OSHE	Occupational safety, health and environment
PPE	Personal Protective Equipment
PSWU	Public Services Workers' Union
SJNC	Standing Joint Negotiating Committee
TUC (Ghana)	Trades Union Congress (Ghana)
TWU	Timber and Woodworkers' Union
UNICOF	Union of Industry, Commerce and Finance Workers

SECTION 1: INTRODUCTION AND BACKGROUND

1.0 Introduction

The Trades Union Congress (Ghana) – hereafter, TUC (Ghana) – and its affiliate unions use social dialogue, especially collective bargaining to promote the rights and interests of workers in Ghana. Notably, these unions deploy collective bargaining to secure employment benefits that are higher than the mandatory minimum for their members – on average, wages and working conditions tend to be better at workplaces with trade unions presence in Ghana (Otoo et. al., 2015). In addition, collective agreements play vital roles in industrial relations, specifying additional rules for work organisation and regulating the relationship between employers and workers (ibid.). Hence, collective bargaining and collective agreements are vital in the promotion of the rights and interests of workers i.e., the realisation of the *raison d'etre* of trade unions. Such relevance of collective bargaining in Ghana connects with the emphasis of the International Labour Organisation (ILO) on social dialogue. Indeed, collective bargaining, tripartism, and social dialogue emerged at the centre of the ILO’s Centenary Declaration.

Nonetheless, contemporary changes in work organisation come with significant implications for collective bargaining and collective agreements. The emerging modifications in work owing to technological advancement – automation of work through robotics, artificial intelligence (AI), and cognitive technologies (Schwartz et. al., 2019: 2) –, generational changes, and social preference (Gartner, 2022) are reshaping workplaces and work practices. These changes are facilitating “work-life” integration, raising important concerns about the relevance of existing provisions in collective agreements. Moreover, even as atypical forms of employment – casualisation, gig work, platform work, informal work – are on rise (including at workplaces where unions organise and have signed collective agreements), collective agreements do not adequately cover the needs of workers in new forms of employment, making unions unattractive to such workers.

In addition to the above, the COVID-19 pandemic occurred with immediate and enduring implications for collective bargaining and collective agreements. During the outbreak, some trade

unions tempered ‘their need for negotiation with a recognition that the exceptional circumstances of the pandemic required them to suspend their normal expectations’ (ILO, 2021: 10). Unions also stayed back on collective bargaining because ‘employers were preoccupied with preventive measures and either partially or completely shut-down operations. It made no sense to force collective agreement negotiations on employers in the face of the pandemic’ (ibid). Besides, the “work from home” directive to mitigate the spread of COVID-19 brought out new issues – occupational health and safety (OHS), working time, privacy, mental health, etc. – that were not adequately covered by agreements, questioning the appropriateness of existing provisions in collective agreements.

One thing that may explain the limited responsiveness of collective agreements to emerging conditions of work is the dearth of analysis of bargaining strategies and collective agreements. Consequently, as we shall see in the next sections of this paper, the number of issues presented for collective bargaining and in collective agreements have stagnated in spite of the abovementioned changes in work organisation. Typical collective agreements continue to focus on bread and butter issues, framing clauses on working hours, OSH, social protection in ways that only suit traditional workplace and workers. We know that some workers were made to work from home during the COVID-19 pandemic. Yet, there were no relevant provisions to regulate such work. Therefore, trade unions need to go beyond providing traditional services and benefits to include emerging concerns of both typical and atypical workers to the repertoire of collective bargaining issues. Unions require analytical attention on the drivers of innovations in work organisation in order to harness their opportunities to improve collective agreements as a way to enhance organising and promote trade union revitalisation (Chinyangarara, 2022).

1.1 Aim and Scope

It is in the light of the above that the Bureau for Workers' Activities (ACTRAV) of the ILO (Abuja), engaged the Labour Research and Policy Institute of the TUC (Ghana) to review collective agreements of selected affiliates of the TUC (Ghana). This review focused on the extent to which selected collective agreements address emerging needs and priorities of workers. It also explored

areas that require improvements to make collective agreements more responsive to the changing trends in employment and work organisation.

This paper analyses nine collective agreements which five affiliates of the TUC (Ghana) that organise in public and private sector establishments. It draws on the decent work framework of the ILO to shed light on 1) the extent to which the nine collective agreements ameliorate contemporary concerns of unionised workers, and 2) the responsiveness of these agreements to emerging trends and issues in employment and work organisation. Decent work concept provided an important analytical frame for this review because it encompasses aspirations of workers and their trade unions. It involves opportunities for work that is productive and delivers a fair income, security in the workplace and social protection for all, better prospects for personal development and social integration, freedom for people to express their concerns, organize and participate in the decisions that affect their lives and equality of opportunity and treatment for all women and men (ILO, 2022). Decent work is anchored on four pillars; promotion of jobs and enterprises, guaranteeing rights at work, extending social protection and advancing social dialogue (ILO, 2022c: 2). These pillars of decent work, with gender as a cross-cutting theme, are crucial for the advancement of the sustainable development agenda (ibid.). In this sense, using the decent work concept in this review enables us to have useful insights into nine collective agreements, providing important lessons for improvement of collective bargaining outcomes and promoting the utilization of collective bargaining as instrument for ensuring trade union membership retention and attracting new groups of workers into trade unions.

1.2 Brief Overview of Collective Bargaining in Ghana

Rights to organise and collective bargaining are guaranteed in Ghana, manifesting in establishments of significant legal and institutional frameworks for unionisation and collective bargaining. Ghana ratified the right to organise and collective bargaining convention (convention 98) in 1959 (ILO, 2021). The country's Labour Act of 2003 (Act 651) has elaborate provisions on collective bargaining, including the issuance of collective bargaining certificate that give trade unions the rights to enter into negotiations with employers. Institutions such as Labour

Department, Standing Negotiating Committee (SNC) or Joint Negotiating Committee (JNC) at workplaces, and the National Labour Commission (NLC) have been established to among others, facilitate collective bargaining in the country.

In spite of the legal and institutional provisions, collective bargaining in Ghana is limited in two main ways. First, collective bargaining coverage in the country is low. We know that exercising the right to collective bargaining requires trade unions or collective organisation of workers. Yet, only about 870,000 workers (TUC, 2019) out of the 11.2 million workers (Ghana Statistical Service (GSS), 2019) are trade union members, implying that just about 8 percent of workers are potentially covered by collective agreements. Second, as mentioned earlier, there is dearth of analysis of collective agreements leading to stagnation of the contents of collective agreements even though changes work organisation are redefining working conditions.

1.3 The Research Method

The analysis contained in this paper draws on nine collective agreements negotiated by five affiliates of the TUC (Ghana). These include two collective agreements from the Maritime and Dockworkers Union (MDU), two from the Timber and Woodworkers' Union (TWU), and two from the General Agricultural Workers' Union (GAWU). The rest were two from the Union of Industry, Commerce and Finance Workers (UNICOF) and one from the Public Services Workers' Union (PSWU). MDU organises about 10,000 workers at marine enterprises (Otoo et. al., 2019). TWU has about 8,400 members (with almost 92 percent males) in the forestry sector and GAWU organises as about 50,300 members in the agricultural sector with about 54 percent in the informal economy (ibid.). UNICOF is a key trade union in the finance and insurance sector, organising about 22,000 workers with three-quarters its membership being males. PSWU organises 26,378 workers in public service establishments in Ghana (ibid.). The selection of these unions was meant to enable insights into collective bargaining issues in those sectors. Some of the collective agreements in this review had expired while others were in force at the time of this study. Combining expired and current collective agreement enable us to see trends and developments in the collective agreements over time.

1.4 Structure of the report

This introduction and background of this paper is followed by six sections. Section 2 of this paper examines how the collective agreements in this study respond to employment and employment security. This is followed by section 3 that focuses on the social protection provisions in the collective agreements. In section 4, provisions in the collective agreements that promote rights at work are discussed. Section 5 is about collective agreements and social dialogue. Having seen the contents to the collective agreements, section 6 focuses on improving collective bargaining strategies and introduction of new issues into collective agreements. The conclusions and recommendation of this study are presented in section 7.

SECTION 2: EMPLOYMENT CREATION

2.0 Introduction

This section provides analysis of the provisions in the nine collective agreements that relate to employment and employment security. It examines clauses on engagement and probation, redundancies and terminations, and disciplinary procedures, focusing on their appropriateness for the promotion of jobs and employment security. In addition, this sections pays attention to the extent to which the employment and employment security clauses in the nine collective agreements response to emerging changes in work and work organisation.

2.1 Engagement and Probation

One common feature of the collective agreements in this study are elaborate provisions on engagement of new workers and probation. These clauses establish employment standards for newly engaged workers. Typical provisions on engagement of new workers in the collective agreements require employers to give appointment letters to newly hired workers. The agreements demand that such letters to specify the terms of employment including, the job title and duties, pay grade and tenure of employment. In addition, the provisions on probation specify the period of probation and the rights and duties of workers during probation. All but one of the collective agreements in this study provide for six months of probation. The only exception stipulates that new employees shall serve probation of three months and after a satisfactory completion they shall be confirmed.

Arguably, the clauses on engagement and probation in the collective agreements in this study are important in two main ways. First, they align with the provisions of the labour law (Act 651), especially the section of the law that specifies that the content of collective agreements must include the period of probation and conditions of probation (see section 98 (b) of Act 651). Similarly, those clauses in the collective agreements on appointment letters are in line with the requirement of the labour law that “employment of a worker by an employer for a period of six months or more or

for a number of working days equivalent to six months or more within a year shall be secured by a written contract of employment that express in clear terms the rights and obligations of the parties” (see section 12 (1 and 2) of Act 651). Second, the engagement and probation clauses in the nine collective agreements are appropriate for contemporary jobs and emerging forms of employment. The certainty and security that appointment letters and provisions on probation offer are important for guaranteeing employment security of workers in regular jobs and emerging forms of employment.

2.2 Employment Security

Another important element of the collective agreements in this study are the provisions on job security. Such provisions mostly manifest themselves in clauses that burden terminations and redundancies. Consistent with the existing legal provisions on redundancies in Ghana (see section 65 of Act 651), the nine collective agreements in this study require employers to give some months of notice or payment in lieu of notice for terminations. In addition, some of the collective agreements burden terminations by specifying the conditions for declaration of redundancies – lack of work, exhaustion of funds, and reduction of volume of work. In a way, these stipulated conditions are important as they can minimise arbitrariness in declaration of redundancies by employers.

In addition, the collective agreements in this study have provisions for redundancy payments even though the methods and formular for calculating redundancy payments vary. One of the agreements provides for one month pay for each year of service for those workers who have worked for up to three years, increasing the award according to the length of service. In contrast, another requires that employees that are declared redundant shall be entitled to two months basic salary. In spite of the variations in the methods of calculating payments, this paper argues that redundancy payments impose costs on employers, reducing the tendency for unnecessary layoffs, thereby promoting job security.

Apart from making redundancies a bit difficult, some of the agreements make room for re-engagement of laid off workers. Such re-hirings are made possible by clauses in the collective agreements that require that when new employment opportunities arise, employees who were terminated as a result of redundancy should be given the first preference in filling such vacancies.

Notwithstanding the above, the extent to which termination and redundancy clauses in the nine collective agreements promote employment and employment security needs unpacking. In a way, the stated conditions for redundancies in the agreements are not comprehensive enough because they are limited to workplace issues, omitting external factors that can force enterprises to shut down and lay off workers. We saw how COVID-19 mitigation measures triggered layoffs – about 42,000 workers were laid off during the partial lockdown in the country (World Bank, 2020). In addition, the stipulated conditions and arrangements relating to redundancies in the collective agreements do not make room for avoidance terminations through the use of leave and other work alterations.

Another issue with the employment security provisions in the collective agreements in this study is that they are fashioned in a way such that job security increases with the length of service. Typical redundancy clauses in the nine collective agreements provide higher redundancy awards for workers who have been in employment for long time, making the cost of redundancies higher among older workers. Arguably such provisions can expose young workers to terminations since they are likely not to have worked for a long time and therefore, the costs of their terminations is minimal compared with older workers.

It is important to state that some of the collective agreements in this study do not have specific provisions for calculating redundancy payments. One of such agreements requires that the management and union shall determine the criteria selecting workers for retrenchment and the formula for calculating redundancy pay at the Standing Joint Negotiation Committee (SJNC). Arguably, such provision can be problematic because it leaves negotiations on redundancy payments to happen at times and under conditions – when the employer is undertaking redundancy probably because of operational difficulties – that can compromise the ability of employers to offer higher compensation.

2.3 Disciplinary and grievance handling procedures

Another important set of clauses that enhance employment security in the nine collective agreements are the disciplinary and grievance handling provisions. Standard collective agreements in this study specify major and minor offences and their sanctions at workplaces. Major infractions – such as gross insubordination, stealing, and causing damage to company property through neglect – attract penalties such as surcharge, suspensions, and terminations. In contrast, minor offences including failure to comply with instructions and habitual lateness to work, attract verbal warnings and written warnings. In a way, specifying the offences and their sanctions can moderate the tendency towards heavy-handedness by employers that can compromise employment security.

Perhaps the most important way by which the disciplinary and grievance handling procedures contribute to employment security manifest in the provisions in the nine collective agreements that establish structures and rules for dealing with misdemeanour. Collective agreements in this study provide for establishment of investigation committees that comprise of representatives of management and unions to look into major offences that attract termination. One can argue that the creation of such committees and their composition are significant because they give workers and their representatives voice in grievance handling, limiting management prerogatives that can endanger employment security.

While acknowledging the relevance of the above clauses in the collective agreements, we should take note that these provisions are limited in the sense that they do not cover issues relating to atypical workers or workers new forms of employment. For instance, the existing list of misdemeanour and sanctions assume that work only happens at the premises of employers. Consequently, no provisions are made for compensation for damage to personal properties that may be suffered by workers who work from their homes. In this sense, gig workers or other atypical workers are not adequately covered. Therefore, the existing clauses in the collective agreement in this study are not responsive enough to the peculiarities associated with emerging employment forms, especially remote work.

SECTION 3: SOCIAL PROTECTION

3.0 Introduction

This section examines the extent to which the provisions in the collective agreements in this study promote social protection. Social protection is defined to include measures established for “individuals and households to ensure access to healthcare and to guarantee income security, particularly in cases of old age, unemployment, sickness, invalidity, work injury, maternity or loss of a breadwinner” (ILO, 2022b: 1). Analysis in this section is focused on the importance of social security, healthcare cover, and income support provisions in the nine collective agreements. Specifically, social protection clauses were assessed in order to gain insights into the extent to which they deliver protection against life contingencies.

3.1 Healthcare cover

Healthcare cover is one of the common features of the collective agreements in this study. The nine agreements provide different forms of medical care support for workers and their families. One of them requires the employer to reimburse up to GH¢5,000 (US\$346.35) of the medical bills of workers per year. In another collective agreement, the company is obliged to absorb the medical bills of a workers for health conditions that are not covered by the National Health Insurance Scheme (NHIS) up to a maximum of GH¢2,500 (US\$173.17) in a year.

Apart from payment of medical bills, health insurance cover is another regular element in collective agreements in this study. One of the agreements requires the employer to register all employees and their immediate families – one registered spouse and five children up to the age of 21 years and not married and still in school – with the NHIS. Another collective agreement provides for insurance cover for personnel who travel outside of the country in the name of the company.

3.2 Invalidity benefits

In addition to the above, some of the collective agreements in this study provide for incapacitation benefits. Such benefits augment the statutory invalidity benefit guaranteed by the National Pensions Act 2008 (Act 766). In other words, workers covered by collective agreements that provide for incapacity benefits are entitled to lump sum payment from their establishments in the event that an industrial accident or illness renders them invalid. Significantly, such payment is without prejudice to the incapacitation benefits that the Social Security and National Insurance Trust (SSNIT) is required by Act 766 to pay workers who cannot work anymore as a result of injury or ailment.

3.3 Sick leave

Another important social protection measure in the nine collective agreements is sick leave with pay. Analysis of the collective agreements shows that sick leave entitlements vary in terms of the number of months and guaranteed pay. In one of the agreements, workers are entitled to full pay for the first year, and half pay for the next eight months. In some cases, sick leave benefit is a function of length of service. One of collective agreements allows workers who have been in employment for more than five years to be on sick leave for seven months with full pay, reducing to five months with full pay for workers who have been in employment for less than five years. Significantly, some of the collective agreements in this study allow for unpaid sick leave. For instance, an agreement provides that where the company doctor or any recognised medical practitioner recommends discontinuation of treatment after the maximum sick leave period, the sick employee may elect to take unpaid sick leave.

Sick leave provisions in the collective agreements in this study are important. Notably, these provisions are consistent with the stipulations of Ghana's labour law that a "period of absence from work is allowed owing to sickness which is certified by a medical practitioner" (see section 24 of

Act 561). In addition, the sick leave provisions in the collective agreements in this study are critical because they guarantee job and income securities in times of ailments.

3.4 Provident Fund

Significantly, some of the collective agreements in this study establish voluntary Provident Fund (PF) schemes. PF schemes provide additional social security to workers, and are consistent with the voluntary third tier scheme under the National Pensions Act 2008 (Act 766). One of the collective agreements in this study requires workers to contribute 5.6 percent of their basic salary and the employer to contribute 10 percent of each worker's basic per month to the PF scheme. In another agreement, the employer and workers are required to contribute 17 percent and 8 percent, respectively to the PF scheme.

The establishment of PF schemes by some of the collective agreements in this study is important in two main ways. First, such schemes are not mandatory, hence their presence in the collective agreements shows the ability of the trade unions to enhance social security cover among members. Second, PF schemes provide additional income for workers and their dependants in times of old age, incapacitation, and death.

3.5 Death benefits

Another common feature in the nine collective agreements is the many provisions on death benefits and funeral grants. Typical collective agreements have provisions that require employers to donate coffins and drinks for funerals of deceased workers and pay for the cost of transporting deceased workers for burial. Additional clauses in the agreements oblige employers to pay lump sums to support organisation of funerals and absorb some of the mortuary fees (21 days) of deceased workers. In some cases, survivors of deceased workers are granted death gratuity of one month for each year of service. One of the collective agreements in this study provides for GH¢7,000 (US\$484.89) survivors benefit. It is important to note that death benefits are much higher for work-

related deaths. In one of the collective agreements, the employer is required to pay GH¢65,000 (US\$4,502.55) as compensation for workers who die in the line of duty.

The funeral grants provisions in the collective agreements in this study also include lump sum payment to workers who lose they spouses and children. One of the collective agreements provides that employees who lose registered dependants were entitled to GH¢1,500 (US\$103.90). Even though this grant appears little, it assist beneficiaries to deal with their loss.

3.6 End of service benefits

There are also provisions for end of services benefits in some of the collective agreements in this study. Mostly, such provisions require employers to pay lump sum to workers at retirement. Amount of end of service benefit is usually a function of the number of years of service. One of the collective agreements in this study provides that workers who retire at the compulsory retirement age shall receive 60 percent of their monthly pay for each year of service. Such end of service benefits are important because they augment retirement incomes of workers.

3.7 Salary Advance

An additional social protection provision in the collective agreements in this study is salary advance. Salary advance clauses enable workers to draw unearned incomes and pay later. One of the collective agreements provides for salary advance of two months, payable within six months. Salary advances are usually interest free, saving workers from the burden of having to pay high interests on loans and overdrafts from financial institutions. Therefore, salary advance and the other provisions that establish social protection measures in the collective agreements in this study are important. Not only do these clauses go beyond the mandatory contingencies, they are also appropriate in meeting the needs existing union members, including workers in new forms of employment.

Yet, the extent of the application of social of social protection clauses, especially end of service benefits to atypical workers is debatable. The fact that such benefit is available at the retirement age means that most atypical workers who have the penchant to change jobs may not get enough from the end of service benefits.

SECTION 4: RIGHTS AT WORK

4.0 Introduction

In this section, we look at how provisions in the collective agreements in this study that protect and promote the rights of workers. The section examines clauses in the collective agreements that relate to statutory rights and negotiated rights, focusing on how which such provisions respond to 1) the contemporary and emerging needs of workers, including workers in atypical forms of employment and 2) trade union *raison d'etre* and trade union aspirations. Such an understanding of the extent to which the provisions in the nine collective agreements promote rights at work is important, enabling us to measure the significance of the collective agreements.

4.1 Wages and allowances

One common element in the collective agreements in this study are clauses on rights to wages and allowances. Among others stipulations, wage and allowance provisions denounce discrimination in wage administration, specify wage payment times, and provide wage schedules. Several provisions on allowances contained in the nine collective agreements – such as acting allowance, responsibility allowance, height allowance, and clothing allowances – augment earnings of workers. In addition, important clauses that provide for equal pay for work of equal value are ubiquitous in the collective agreements in this study.

Exiting provisions in the collective agreements that relate to the rights of workers to wages are important because 1) they are coherent with requirements in section 68 of Act 651 regarding remunerations, 2) they safeguard wages of workers, and 3) they are appropriate for workers in different forms of employment. Significantly, one of the collective agreement has *frustrated work* clause, that ensures that if worker reports for duty and due to break-down or lack of materials the worker is requested by the employer to go home before completion of normal hours of work, s/he shall receive full pay for that day.

4.2 Hours of works

All the collective agreements in this study have provisions that align with the working time rule in Ghana, i.e. maximum of 40 hours a week and voluntary overtime that must be paid for. Notably, the collective agreements specify rest hours and make room for work schedules that meet the peculiar needs of enterprises, while still adhering to the maximum legal limit.

Overtime is an important element of the working time provisions in the nine collective agreements. Such provisions – especially the maximum allowed overtime hours – set standards that enable workers to earn additional incomes in a manner that does not compromise their health. One of the collective agreements in this study provides that overtime work done shall be paid at one and half ($1\frac{1}{2}$) times the normal hourly rate on week days or double the normal hourly rate on weekends and public holidays.

4.3 Fair treatment

One of the important rights in the collective agreement in this study is right to fair treatment. Significant clauses that prohibit all forms of discriminations exist in the nine collective agreements. Notably, one of the agreements has specific clauses for promotion of the interest of female workers, stating that female employees shall be considered for promotion to higher grades, including promotions to managerial status, alongside their male counterparts without any discrimination on gender grounds.

Fair treatment clauses in the collective agreements align with the labour law of Ghana. Section 14 of Act 651 provides that an employer shall not discriminate against any worker on grounds of gender, race, colour, and ethnic origin. Discrimination at the workplace based on religion, creed, social or economic status, disability and politics are also prohibited by the law. Appearances of fair treatment provisions in the nine collective agreements and the labour law should promote the rights of workers.

4.4 Leave provisions

The collective agreements in this study have important clauses on annual leave and maternity leave. Provisions on maternity leave, especially the maternity period in the nine collective agreements are the same as those in the labour law of Ghana, i.e. three months of maternity leave with full pay. Importantly, although the labour law does not provide for paternity leave, some of the collective agreements allow for one week paternity leave for male workers that starts from the day of birth of his child. In addition, there are other leave entitlement in the collective agreements, including annual leave, casual (compassionate) leave, disembarkation leave, and study/examination leave.

One positive aspect of the leave provisions in the collective agreements is that they offer more annual leave days than what is guaranteed by the law. Section 20 (1) of Act 651 provides that ‘in any undertaking every worker is entitled to not less than fifteen working days leave with full pay in any calendar year of continuous service’. Yet, none of the collective agreements in this study guarantee less than eighteen days of annual leave.

Nonetheless, one of the collective agreements in this study allows the establishment to request workers to forfeit annual leave in exchange of payment of two months basic salary. This provision contravenes the labour law in Ghana (see section 31 of Act 651) and can compromise the health of workers covered by such agreement..

4.5 Occupational safety and health and environment (OSH)

The nine collective agreements have elaborate provisions on OSH. Among other stipulations, the OSH clauses require establishments to take reasonable steps to promote the health and safety of employees during working hours. Notably, the collective agreements have requirements for supply of necessary personal protective equipment (PPE) and establishment of safety committees at workplaces. These safety committees are required to be constituted by representatives of employers and trade unions, allowing trade unions voices to be heard in OSH matters at the workplace.

4.6 Skills Development

Another important set of rights in the collective agreements in this study relate to skills development. Most of the collective agreements provide for education subsidy and study leave that enable workers to upgrade their skills. In some cases, employers are obliged to refund the full cost of education (including tuition fees and costs of books) when workers successfully complete approved courses.

Skill development provisions in the nine collective agreements are significant to workers and employers. For workers, such clauses provide pathways for career advancement. New skill and knowledge acquired through education and training should enhance productivity of workers, bringing about positive returns to employers.

4.7 Legal assistance

In addition to the above, the collective agreements in this study guarantee the right of workers to legal assistance. Such legal assistance is expected to be given to workers who come into conflict with the laws of the land in the performance of their assigned duties. Provisions on legal assistance and the other clauses that relate to rights at work enshrined in the collective agreements in this study consolidate statutory rights as well as create new ones, offering significant protection to workers.

Yet, the way some of these clauses on rights at work are couched limit their expression in certain circumstances. Visibly absent in the nine collective agreements are provisions that cover working time for remote work. In addition, the OSH provisions in the collective agreements do not touch on issues that come with working from home. Hence, the current collective provisions relating to some of the rights at work needs to be improved in order to make them responsive to the peculiarities of workers in new forms of employment.

SECTION 5: SOCIAL DIALOGUE

5.0 Introduction

This section provides analysis of the extent to which the collective agreements in this study enable social dialogue i.e. engagements, consultations, discussions, and negotiations between workers and their employers. It examined how the agreements facilitate trade unionism and amplify the voices of workers. The section also sheds light on the appropriateness of the existing provisions in the collection agreements in promoting social dialogue among workers in new forms of employment.

5.1 Trade union recognition

The nine collective agreements have provisions that establish one of the key elements that is necessary for social dialogue – trade union recognition. Such clauses legitimise trade unions and define their operations at the workplaces. Notably, some of the collective agreements recognize those unions that negotiated such agreements as the sole and exclusive collective bargaining representative of workers. In addition, these provisions require employers to bargain collectively with the union on all matters pertaining to terms and conditions of employment.

Apart from the above, the collective agreements in this study create opportunities for local trade union officers to perform their functions. For instance, one of the collective agreements provides that union executives who undertake legitimate union activities such as attending meetings and seminars should not suffer any form of discrimination or be affected during appraisals. Furthermore, the agreements provides that any employee elected to a permanent office or as a delegate to any union activity necessitating leave of absence shall be granted leave without pay.

Again, the nine collective agreements have provisions that seek to avoid discrimination against trade union activists, enabling them to engage in social dialogue without fear of managerial

reprisals. One of the agreements explicitly state that there shall be no discrimination against any employee because of membership of the union.

5.2 Close shop

Another important element of the collective agreements that promote trade unionism are the clauses on close shop system that allow unions to organise workers. One of the collective agreements provides that every employee who is covered by that agreement shall after one month being employed, be a member of the union. Moreover, workers covered by this agreement are required to maintain their membership of the union through payment of membership dues by the check-off system.

5.3 Facilitation of union work

In addition to the above, some of the collective agreements have important clauses that grant trade unionists access to workplaces. These clause manifest themselves in establishing recognition of shop stewards and national trade union officers. In one of the agreements, the enterprise is required to recognise shop stewards and local union offers, including their mandates to engage with the employer on industrial relations matters at the workplace. Another collective agreement provides that union representatives shall be admitted into the premises of the employer for the purpose of investigating grievances or trade union functions.

Clauses in the nine collective agreements that facilitate trade union work are important for social dialogue at the workplaces. We know the critical role that shop stewards and local union officers play in industrial relations at the workplace Hence, the recognition that is accorded them in collective agreements is an important step towards promoting social dialogue. Also, the fact that agreements guarantee rights of entry to workplaces to union officers is important in enabling interactions between union officers and their members.

5.4 Standing Joint Negotiating Committee (SJNC)

In addition to the above, the collective agreements in this study have provisions that establish one of the most important institutions for social dialogue at the workplace, SJNCs. The nine collective agreements establish SJNCs, provide for equal representation of trade unions and employers on this body, and mandate SJNCs to among others, promote co-operation between trade unions and employers in order to increasing efficiency and production. SJNCs also negotiate on all matters connected with employment or non-employment.

The above provisions are in sync with the stipulations of the labour law in Ghana. Section 102 of Act 651 provides that negotiations on all matters connected with the employment or non-employment shall be conducted through the standing negotiating committee or the joint standing negotiating committee.

5.5 Prohibition of individual contract

One of the most important provisions in the collective agreements that promote social dialogue is prohibition of individual contracts. The collective agreements have clauses that ensure that employee are not compelled to enter into individual contracts or agreements concerning condition of employment, wages, and salaries. The importance of such provision becomes apparent when one considers the fact that social dialogue is anchored on collectivism. Hence clauses in collective agreements that take away chances of individualism are import in preserving social dialogue at the workplace.

5.6 Grievance handling procedure

In section 2, we learnt of the importance of clauses on grievance handling in promoting employment security. In this section, the focus on grievance handling procedures is on how they

contribute to social dialogue at the workplace. The analysis shows that provisions on grievance handling procedures have significant social dialogue features. This is because the nine collective agreements provides for trade union representation in the grievance handling at the workplaces. This is important because unions can use this channel to engage with employers on disputes and industrial relations issues at the workplace.

SECTION 6: MAKING COLLECTIVE AGREEMENTS TOOLS FOR ORGANISING

6.0 Introduction

This section is about revitalising collective agreements and making responsive to aspirations of different categories of workers and relevant tools for trade union organising. Drawing on extant literature, this section suggests some ways of enabling collective agreements to be 1) responsive to emerging needs of archetypical workers and 2) relevant to atypical workers or workers in new forms of employment. It maintains that the content of collective agreements can be improved through introduction of new provisions on health and safety, working time rules, job security, income protection, and intra-company mobility. The section also shares ideas on enhancing collective bargaining strategies, providing that adoption of supply chain bargaining, extension of contracts to new groups of workers, multiparty bargaining, and ad hoc negotiations can extend collective bargaining coverage to hitherto uncovered workers. The main argument in this section is that new issues and strategies are required to make collective bargaining and collective agreements potent tools for trade organising i.e., enabling unions to sustain the interests of existing members and attract new categories of workers.

6.1 Improving Collective Bargaining Strategies

Typical collective bargaining by the five trade unions in this study involves negotiation on wages and working conditions between a trade union and an employer, culminating in a collective agreement that covers a class of workers in an undertaking. Such approach to collective bargaining limits the coverage of agreements to unionised workers even when different categories of workers, including those workers with variety of employment contracts at present in the same undertaking. In addition, such traditional ways of collective bargaining by sampled trade unions tend to assume that there is direct employer-employee relationship at workplaces and that work happens at a designated workplace. Therefore, revitalising collective bargaining for trade union organising

requires innovative strategies that extend coverage of collective agreements to different groups of workers in the undertaking.

6.1.1 Supply Chain Bargaining

One of the ways to promote coverage of collective agreements is supply chain bargaining. This approach involves negotiating employment standards that apply to the various categories of workers within the supply chain of an establishment. In other words, agreements that are reached between a trade union and a lead firm spells out the terms and conditions of employment for employees of the lead firm and the workers of suppliers, subcontractors, and others in the system (McNicholas and Rhinehart, 2020). Also, employment standards established by supply chain bargaining is extendable to self-employed and informal economic units that usually operate at the ends of the supply chains. In essence, this bargaining approach enables trade unions and lead firms to promote decent work along supply chain, making it a more inclusive way of negotiating.

Supply chain bargaining is important in three main ways. First, it is more efficient than bargaining separate agreements with more companies that are operating within the same supply chain (McNicholas and Rhinehart, 2020). Second, supply chain bargaining establishes uniform employment standards for employees of contractors and subcontractors in the chain (ibid.), promoting the principle of equal pay and for work of equal value. Finally, such approach enable extension of collective agreement to cover workers who are not unionised, enabling them to see the benefits of trade unionism and attracting them to unions. Moreover, enforcement of such agreement can benefits from the power and influence of lead firms. Notably, lead firms can deploy their power to improve employment standards in supply organisations (James et.al; 2019).

6.1.2 Extension of Collective Bargaining

In addition to extensions within supply chains, another way to improve collective bargaining is by spreading process to cover the categories of workers at the same workplace, i.e., economic units

that are not integrated into supply chains. Contemporary workplaces have workers with varied contracts and relationships with the undertaking: permanent employees, fixed-term workers, and contract labourers. Yet, collective bargaining can be the preserve of permanent workers, even when such workers are the minority at the workplace. To improve the situation, trade unions need to look at extending collective bargaining to permanent employees, fixed-term contract workers and contract labourers. (Schmidt, et. al., 2023: 19). This means establishing provisions that extend collective bargaining outcomes i.e., wage and employment standards to cover the different categories of workers (McNicholas and Rhinehart, 2020). Such extension is an alternative way to promote coverage of collective agreements as it allows agreements to benefits workers beyond the members of the signatory unions (Denk, et. al., 2019). Also, extensions can be used to level the playing field and reduce the burden associated with lengthy and detailed negotiations (ibid.).

6.1.3 Multiparty Bargaining

Multiparty bargaining is another way to enhance trade union organising. As the name implies, this form of collective bargaining involves more than a single trade union and employer. Multiparty bargaining may take the form of three-way bargaining that involves a lead company, firms that perform tasks for the lead company, and trade unions (Schmidt, et. al., 2023: 12). This form of bargaining differs from supply chain bargaining in terms of the number of parties involved i.e., it requires participation of multiple employers and trade unions. However, similar to supply chain bargaining, the outcomes of multiparty bargaining apply at more than one workplace. In effect, multiparty negotiations enables representatives of workers and employers to agree on employment standards that cover several workplaces.

It is important to note that multiparty bargaining can establish minimum standards while allowing for improvements at specific workplaces. Such minimum standards may include classification-specific wage rates, paid holidays, health and safety standards and a grievance handling mechanism (Schmidt, et. al., 2023: 12). Aside from establishing standards, multiparty negotiation can be beneficial to trade unions in another way. Notably, three-way contracts provide strong incentives

for suppliers to deal positively with trade unions (ibid.). Hence, multiparty bargaining can become an important tool to revitalise organising.

6.1.4 Ad hoc Negotiations

In addition to the above, ad hoc negotiations are avenues for trade unions to respond effectively to the aspirations of atypical workers. Such bargaining is required between trade unions that organise informal economy operators and public authorities (Schmidt, et. al., 2023: 28). Informal economic units must function within regulations established by urban planners and local government authorities (Chen, 2012). Consequently, informal economy operators need to negotiate with authorities to enable them operate without harassment, confiscation of goods, and evictions (ibid.). Yet, capacity constraints of informal economic units and power asymmetry between public authorities and of informal economy operators can detract from effective social dialogue. Therefore, trade unions need to add ad hoc negotiations with public authorities to their repertoire of bargaining strategies in order to promote the rights and interest of informal economy operators and make unionism attractive to informal workers.

Ad hoc negotiations are required to address issues that directly and latently impinge on the operations of informal economic units. Such issues may include operational permits, licences, tariffs, and spatial allocations (Schmidt, et. al., 2023: 28). Trade unions need to negotiate with public authorities against harsh measures (Crentsil and Owusu, 2018) that are sometimes deployed to remove informal economic activities in urban spaces (Onuoha, 2014: 123). Ad hoc negotiations should ameliorate immediate problems or crisis such as confiscations and raids by security authorities (Schmidt, et. al., 2023: 28). Such negotiations should avert violent destruction of so-called unauthorised structures of informal economy operators and the inhumane chasing of hawkers from streets and sidewalks in cities (Crentsil and Owusu, 2018). In addition, ad hoc negotiations should focus on enabling formalisation through regularisation, extending social protection, promoting access to training, and improving financial integration (Schmidt, et. al., 2023: 28). Showing interest in these matters and engaging on them with public authorities should endear trade unions to informal economy operators because such actions portray unions as

partners for the expression of informal economy aspirations and the promotion of informal employment rights (Rizzo, 2017: 106)

6.2 Introduction of New issue

The abovementioned strategies should lead to, or be complemented by, introduction of innovative provisions into collective agreements that touch on emerging needs and aspirations of the various categories of workers. Innovations in the content of collective agreements should encompass both socioeconomic (such as health and safety and quality of work) and social (such as the role of work in social integration) issues (Cristovam, 2020), taking into account lessons from COVID-19 adaptation and mitigation measures and postulations on the future of work. Importantly, introducing new issues should be aimed at revitalising collective agreements to make them potent tools for trade union organising, especially the unionisation of informal economy operators and workers in atypical forms of employment.

6.2.1 Occupation Health and Safety (OHS)

One of the identified ways to improve the content of collective agreements is making them responsive to emerging OSH issues at traditional workplaces and new workplaces. COVID-19 pandemic exposed the inadequacies of OSH provisions in nine collective agreements in this study. In the previous sections, we saw the limited hygiene and physical distancing measures, and dearth of mental health support provisions in the collective agreements. In addition, workers were made to work, and have continued to work, from their homes without adequate OHS provisions to regulate such work. Thus, improving health and safety provisions in collective agreements requires establishing clauses on:

1. physical distancing and hygiene rules – hand washing, cleaning, and disinfection of work premises and equipment – to avert the spread of infectious diseases;
2. protecting workers with pre-existing medical conditions;
3. safeguarding privacy and other OHS rules regarding working from home; and

4. supporting workers with mental health issues.

Adding the above provisions to collective agreement advances OHS among workers in traditional employment relationships and working at typical workplaces, workers in traditional employment but operating from remote workplaces, and workers in atypical forms of employment. Such outcomes contribute to making collective agreements useful tools for organising different categories for workers.

6.2.2 Telework or remote working provisions

Telework or remote working has become an important feature of contemporary work organisation. Many workers were made to work from their homes during the COVID-19 pandemic and hybrid working arrangements i.e., combinations working at the designated workplaces/offices and homes/remote places have emerge post-COVID. Yet, there is some lacuna in the negotiated rules for such working arrangements. Notably, the selected agreements in this study do not provide for the additional costs – such as electricity, sanitary, and water – that workers may incur as they work from their homes or remotely. Exutubg working time provisions are not aptly responsive to the exigencies of remote working and not do not enable flexibility required for staggering working hours. These omissions detract from the relevance of collective agreements to platform workers and other workers who operate in hybrid working environments.

In the light of the above, revitalising collective agreements should involve inclusions of provisions that facilitate and regulate telework/remote work. Among others, collective agreements need to have adequate provisions on working time flexibility, privacy relating to working from home, and costs of working remotely. Such innovations should enable workers to reconcile work and care responsibilities. This is important because rising number of workers – especially parents and persons with care responsibilities – desire to fit their work around their family lives (OECD, 2012: 6). Negotiating for provisions that enable workers to balance labour market participation with care responsibility can make trade unionism attractive – such clauses would promote the rights and

interests of workers in the platform economy and enable employers to have access to large pool of skills (OECD, 2012: 14).

6.2.3 Supporting business solvency, retaining jobs, and securing incomes

Another set of issues that can be introduced to renew collective agreements for organising are provisions that support business solvency, job retention, and income security in times of economic meltdown. In the previous chapters, we saw that the collective agreements in this study tend to focus on redundancy payments, having limited provisions that promote solvency of enterprises as well as job and income securities. The debilitating effects of the COVID-19 adaptation and mitigation measures on businesses and workers show the inadequacies of this approach. This situation can be improved through introduction of short-time work schemes and wage moderation that would help employers companies cope with crises and ameliorate job losses (OECD, 2020). Among others, such innovations may manifests in temporary wage subsidies schemes such as work-sharing and reduction of working hours in order to secure remuneration. Collective agreements can allow leave arrangements to be utilised in securing jobs during periods of suspended or reduced economic activity. Specifically, trade union can negotiate for double leave on half-pay that extend the leave period and unpaid leave provisions as alternatives to redundancies. Arguably, by tabling such proposals, trade unions shall appear interested in both the solvency of enterprises and the job/income security of their members.

6.2.4 Promoting intra-company mobility

The COVID-19 pandemic and its aftermath show that different unit/departments within the same establishment can be affected differently by socioeconomic conditions. In the retail and hospitality sectors, some operations/services were restricted or experienced fall in demand (leading to job cut pressures) while others saw growth through increased demand that resulted in staff shortages. Thus, revitalising collective bargaining should mean recognising such situations and introducing provisions that facilitate redeployment of workers. In other words, trade unions can use collective

agreements to promote mobility or reallocation of workers within establishments. Achieving this requires introduction of provisions into collective agreements that specify re-assignments of tasks, teams and resources. Such provisions should ensure training regimes that prepare workers for redeployment to other functions/departments of their establishment as short-time measures to prevent layoffs.

Arguably, introducing provisions on intra-company mobility together with the abovementioned issues and strategies should enable collective agreements to be more responsive and germane to emerging needs of various categories of workers. Such new issues and strategies are necessary in making collective bargaining and collective agreements important tools for trade organising.

SECTION 7: CONCLUSION AND RECOMMENDATIONS

This paper draws on the decent work framework of the ILO to analyse nine collective agreements that five affiliates TUC (Ghana) have signed in with establishments in public services, transport, agricultural, industrial, commercial, and financial sectors in Ghana. It examined how these collective agreements meet current needs of workers, while providing some responses to emerging trends and issues in work organisation. We have seen that many of the provisions in the nine collective agreements support decent work: promotion of jobs and enterprises, guaranteeing rights at work, extending social protection and advancing social dialogue.

In this paper, we learn how provisions in the collective agreements promote employment and employment security. Important clauses on engagement and probation, employment security, and disciplinary and grievance handling procedures in the nine collective agreements enable trade unions to promote the employment pillar of the decent work.

In addition, the collective agreements in this study have useful provisions that promote social protection. These include clauses on healthcare cover, invalidity benefits, and sick leave. The other social protection provisions include provident fund, death benefits, end of service benefits, and salary Advance. These clauses are important, augmenting the statutory social protection scheme in the country.

We have also seen the elaborate provisions that relate to rights at work in the collective agreements in this study. Valuable clauses on wages and allowances, hours of work, and fair treatment promote decent work. In addition, the provisions on leave entitlements, skill development, legal assistant, and OSH in the collective agreement enhance rights of workers.

Finally, the study teaches us the important role of collective agreements in the promotion of social dialogue. We have seen how clauses on trade union recognition, close shop, and facilitation of union work, contribute positively to trade unionism and social dialogue at the workplace. In

addition, the nine collective agreements promote social dialogue through establishments of SJNCs, prohibition of individual contracts, and elaborate grievance handling procedures.

In spite of the above, the analysis shows that collective agreements in this study are limited in many ways. First, the provisions on employment and employment security are inadequate because they are not responsive to the exigencies of the time. We have seen that the stated conditions for redundancies omit external factors that can lead to layoffs. There are also no provisions in the agreements that allow for use of leave and other work alteration mechanisms in place of redundancies.

Second, this study has shown how collective agreements are limited in the extent to which they promote social protection. This limitation mostly manifest itself in the application of end of service benefits to atypical workers. We have seen the way end of service benefits provisions are framed imply that most atypical workers who have the proclivity to change jobs may not get enough from the from such provisions.

Another limitation of the collective agreements relate to those provisions that seek the guarantee rights, especially application of the clauses to working time and OHS to new forms of employment. The nine collective agreements do not have adequate clauses to regulate working time for remote work. Also, OSH provisions do not touch on issues that come with working remotely.

In the light of the above, this paper argues that collective agreements in this study are important in promoting decent work, but limited in guaranteeing rights at work and extending social protection to workers in new forms of employment. Hence, they are inadequate in attracting new groups of workers into trade unions. Therefore, there is the need to improve these collective agreements in order to make the responsive to the exigencies of the time.

On the basis of the above, this study makes the following recommendations:

- i. Unions need to introduce new strategies that extend the coverage of collective agreements;

- ii. Trade unions need to incorporate provisions that regulate working time for remote work into collective time;
- iii. Trade unions need to have clauses that address OSH issues related to working from home;
- iv. Trade unions need to expand the repertoire of issues and conditions that can trigger redundancies, learning from the impact of COVID-19 on employment security in the country;
- v. Trade unions need to endeavour to include social protection, welfare, and other needs of young workers, women, workers in the gig economy, rural workers, informal workers, and casual workers in collective agreements.

REFERENCES

- Chen, M., A (2012). ‘The Informal Economy: Definitions, Theories and Policies’ *WIEGO Working Paper No. 1*, http://www.wiego.org/sites/default/files/publications/files/Chen_WIEGO_WP1.pdf, accessed 17 March 2019
- Chinyangarara, I. (2022) ‘Changes in employment and their implications for collective agreements’ presentation at a workshop on revitalising collective bargaining agreements as tools for organizing : a review & synthesis of CBAs of some selected affiliates of the Trades Union Congress (Ghana), Erata Hotel, 23 November 2022.
- Crentsil, O., A. and Owusu, G. (2018). ‘Accra’s Decongestion Policy: Another Face of Urban Clearance or Bulldozing Approach?’ *International Development Policy* 10: 213- 228
- Cristovam, M. L. (2020) ‘Collective bargaining, Labour and Social regulation and skills training’ <https://www.eurofound.europa.eu/publications/article/2000/new-ways-forward-for-collective-bargaining>, accessed 09 February 2023
- Denk, O . Garnero, A., Hijzen, A., and Martin, S. (2019) ‘The role of collective bargaining systems for labour market performance’ <https://www.oecd-ilibrary.org/sites/068bb29d-en/index.html?itemId=/content/component/068bb29d-en#>, accessed 09 February 2023
- Gartner (2022). ‘Future of Work’ <https://www.gartner.com/en/human-resources/glossary/future-of-work>, accessed 23 June 2022
- Ghana Statistical Service (2019) ‘Ghana Living Standards Survey Round 7 (GLSS 7): Main Report’. Accra: Ghana Statistical Service.
- ILO (2022c) ‘Decent Work and the 2030 Agenda for Sustainable Development’ https://www.ilo.org/wcmsp5/groups/public/---europe/---ro-geneva/---ilolisbon/documents/event/wcms_667247.pdf, accessed 11 November 2022

_____ (2022b) ‘Facts of Social Security’ https://www.ilo.org/wcmsp5/groups/public/---dgreports/---dcomm/documents/publication/wcms_067588.pdf, accessed on 15 February 2022

_____ (2022a) ‘Decent Work’ <https://www.ilo.org/global/topics/decent-work/langen/index.htm>, accessed 08 November 2022

____ (2021) ‘Ratification for Ghana’ https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:11200:0::NO::p11200_country_id:103231 Accessed 10 October 2021

IOE (2017) ‘Understanding the future of work’ IOE Brief, https://www.ioe-emp.org/fileadmin/___/ioe_documents/publications/Policy%20Areas/future_of_Work/EN/2017-02-03_IOE_Brief_-_understanding_the_Future_of_Work_full_publication_-_web_print_versions.pdf, accessed 23 June 2022

James, P., Miles, L., Croucher, R. and Houssart, M. (2019) ‘Regulating factory safety in the Bangladeshi garment industry’ *Regulation & Governance* (13) 431–444

McNicholas, C. and Rhinehart, L. (2020) ‘Collective bargaining beyond the worksite: How workers and their unions build power and set standards for their industries’ <https://www.epi.org/publication/collective-bargaining-beyond-the-worksite-how-workers-and-their-unions-build-power-and-set-standards-for-their-industries/>, accessed 09 February 2023

OECD (2020) ‘Supporting people and companies to deal with the COVID-19 virus: Options for an immediate employment and social-policy response’ **Error! Hyperlink reference not valid.**, accessed 10 February 2022

OECD 2017 ‘Future of Work and Skills’ Paper presented at the 2nd Meeting of the G20 Employment Working Group 15-17 February 2017 Hamburg, Germany, https://www.oecd.org/els/emp/wcms_556984.pdf, accessed 22 June 2022

Otoo, K. N., Asafu-Adjaye, P., and Torgbe, M. A. (2015). 'The Labour Market in Ghana: Trends and Patterns of Employment (1999-2013)'. Accra, TUC (Ghana).

Otoo, K. N., Karimu, M. and Asafu-Adjaye P. (2019) "the State of Trade Unions in Ghana" Accra, TUC (Ghana)

Rizzo, M (2017) 'Taken For A Ride: Grounding Neoliberalism, Precarious Labour, and Public Transport in an African Metropolis'. Oxford: Oxford University Press.

Schmidt, V. Webster, E. Mhlana, S. and Forrest, K (2023) 'Negotiations by workers in the informal economy' Geneva, ILO

Schwartz, J., Hatfield, S., Jones, R. and Anderson, S. (2019) 'What is the future of work?: redefining work, workforce, and workplace' Deloitte Insights **Error! Hyperlink reference not valid.**, accessed 23 June 2022

TUC (2019) 'Trade Union Membership Survey Data' Unpublished

World Bank (2020) 'COVID-19 forced businesses in Ghana to reduce wages for over 770,000 workers, and caused about 42,000 layoffs - research reveals' **Error! Hyperlink reference not valid.**, accessed 12 May 2022

