



GHANA FOOTBALL ASSOCIATION

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[F199]

DECISION OF THE PLAYERS' STATUS COMMITTEE ON THE PETITION OF COACH ISAAC ARMAH AGAINST PHAR RANGERS FC

FACTS OF THE CASE

In a letter dated 8th June, 2021, Isaac ARMAH (coach/Petitioner) petitioned the Players Status Committee(PSC) of the Ghana Football Association's (GFA) to intervene in retrieving certain entitlements due him for unlawful termination of his contract by his employers, PHAR Rangers FC(Club/Respondent)

The petitioner indicated that, he signed a contract with respondent on the 21st of January, 2020 which was due to expire on the 20th of January, 2022. He went further to say that, in a letter dated 10th June, 2021, his contract was terminated for what the Respondent deemed poor performance. Among reliefs sought by petitioner are:

- —Two months outstanding salary
- —Three(3) months salary as compensation
- —Five (5) months outstanding airtime
- —2% of player transfer to the coach

INVESTIGATIONS AND OBSERVATIONS

1. Both parties had indeed signed a contract beginning 21/01/2021 and due to end 20/01/2022
2. The contract was indeed pre-maturely terminated by the Respondent on the 21st May, 2021
3. The Respondent admitted to the termination and had no objection in paying the relevant penalty as captured in the contract. They only had a problem with the calculation of outstanding salaries due petitioner, as well as the calculation of the penalty clause of three-month salary in lieu of notice.
4. The Committee therefore examined the relevant clauses in the contract and related them to the claims and counter claims.

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- *Two months outstanding salary*

Clause 3.3 of contract states:

**"In consideration of the services to be rendered by the coach, the club shall:
Pay the coach monthly salary of GH¢1000.00 (One Thousand Ghana Cedis) in arrears payable latest by the 28th of each month..."**

*The petitioner indicated that there was originally a four-month outstanding salary, but two months was redeemed, leaving an outstanding of two months. The Respondent agreed to this. However, they maintained that, the Petitioner worked for only ten(10) days of the final month of the four months before the contract was terminated. It was their case that, ten days did not warrant any salary. They were therefore willing to pay only one-month outstanding salary.

The committee was of the view that, Petitioner was entitled to the number of days he worked in the final month. This was a third of the month. As such a pro-rata of that month's salary should be paid to him

- *Three months salary as compensation*

Clause 7 – TERMINATION

"This agreement may be terminated mutually by either party. The parties will have to give one month's notice in lieu of which either will pay 3 months salary as compensation"

*The committee found this unambiguous and mutual. It is also fair, considering the date of termination, as well as being reciprocal. The Petitioner is justified in claiming this.

- *Five (5) months outstanding airtime*

Clause 3.4

"Pay the coach mobile phone allowance of GH¢100 (One Hundred Ghana Cedis per month"

This was also not a contentious issue and it was established that Petitioner had not been paid for five months.

- *2% of player transfer to the coach*

Clause 3.11

"Give the coach 2% commission on net transfer for any player transferred during the period of contract"

Both parties admitted that the coach was entitled to the transfers of Alexander Agyarkwa Ameyaw to Accra Lions; and Evans Adomako to Kotoko
The committee in investigating, found out that Evans Adomako was transferred to Kotoko for GH¢70,000 (Seventy Thousand Ghana Cedis), while Alexander Agyarkwa Ameyaw was transferred to Accra Lions for GH¢30,000 (Thirty Thousand Ghana Cedis)

Fau-Had

DECISION

The Committee therefore decided that the petitioner is entitled and shall be paid as follows:

- One month + 10 days outstanding salary = GH¢1,333 (One thousand Three Hundred and Thirty-three Ghana Cedis)
- Three months salary as compensation- GH¢1000x3 = GH¢3,000 (Three Thousand Ghana Cedis)
- Five months airtime- GH¢100x5= GH¢500 (Five Hundred Ghana Cedis)
- 2% player transfer to the coach

*Evans Adomako-2% of GH¢70,000=GH¢1,400

*Alexander Agyarkwa Ameyaw- 2% of GH¢30,000=GH¢600

TOTAL: GH¢1333+GH¢3000+GH¢500+GH¢1400+GH¢600 = GH¢6,833 (Six Thousand, Eight Hundred and Thirty-Three Ghana Cedis)

PHAR Rangers FC shall therefore pay Coach ISAAC ARMAH a total sum of GH¢6,833 (Six Thousand, Eight Hundred and Thirty-Three Ghana Cedis) within 14 (Fourteen) days from the date that the petitioner furnishes them with his bank details.

In the event that the above-mentioned sums are not paid within the aforementioned deadline, the present matter shall be submitted to the GFA's Disciplinary Committee for consideration and a formal decision per Article 15 of the GFA Disciplinary Code



PROSPER HARRISON ADDO, ESQ
[GENERAL SECRETARY]

SIGNED:



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IS-HAK AL-HASSAN
CHAIRMAN [PSC]

IN ATTENDANCE

Is-Hak Al-Hassan - Chairman
Cornelis R. Otoo - Vice Chairman

Sylvester Mensah - Member
Vivian Aggor - Member
Kwame Ayew - Member
Hannah O. Amakye - Secretary

DISTRIBUTION

1. COACH ISAAC ARMAH - PETITIONER
2. PHAR RANGERS - RESPONDENT

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