



PHSDSBC

PUBLIC HEALTH AND SOCIAL DEVELOPMENT
SECTORAL BARGAINING COUNCIL

SETTLEMENT AGREEMENT

IN THE PUBLIC HEALTH AND SOCIAL DEVELOPMENT SECTORAL BARGAINING COUNCIL

Case Number: PHS 496-23/24

In the dispute between:

PSA obo Jasper Chimanzi (Applicant)

and

Department of Health - Mpumalanga (Respondent)
relating to the applicant's pay progression

The undersigned parties record the settlement of their dispute in the following terms. By signing this agreement, the parties acknowledge that the agreement was read to them and interpreted (where necessary) and that they understand the content hereof. This agreement is in full and final settlement of the dispute referred to the PHSDSBC as well as in full settlement of all statutory payments due to the applicant unless specifically excluded in paragraph 4 of this agreement.

1. **REINSTATEMENT**

- 1.1 The respondent agrees to reinstate the applicant on the same terms and conditions of employment which governed the employment relationship prior to the dismissal dated (date)
- 1.2 The said reinstatement is to operate retrospectively with effect from (date)
- 1.3 As a result of the retrospective effect of the reinstatement, the respondent agrees to pay remuneration due to the applicant in the amount of R by no later than (date)
- 1.4 The applicant must report for duty on (date) at (time) at (place)

2. **RE-EMPLOYMENT**

- 2.1 The respondent agrees to re-employ the applicant with effect from (date)
- 2.2 The applicant must report for duty on (date) at (time) at (place)
- 2.3 The re-employment will be on the same terms and conditions of employment which governed the employment relationship prior to the dismissal unless specifically set out hereunder.....

3. **MONETARY SETTLEMENT**

- 3.1 The respondent agrees to pay the applicant the total amount of R by no later than (date)
- 3.2 The amount in paragraph 3.1 is inclusive of statutory payments due to the applicant unless specifically excluded in terms of paragraph 4 below.
- 3.3 In the event that the parties agree to settle the amount in instalments, the following plan is agreed with the specific understanding that the entire amount will become due and payable to the applicant on the first payment date if the respondent fails to meet its obligations to pay the applicant the specified amount on any date set out hereunder:

R	on	R	on
R	on	R	on

THS

N.G./JC

3.4 **Method of payment**

Cash / cheque(s) will be collected by the applicant at the respondent's premises.

Payment(s) will be deposited by the respondent into the applicant's bank account:

Branch code: _____ Bank: _____
Account number: _____

4. **EXCLUSION OF STATUTORY PAYMENTS**

The parties have failed to reach agreement in respect of the following statutory payments and the applicant may pursue his / her claim in this regard with the Department of labour.

Wages Notice Pay Leave Pay Severance Pay

All statutory payments Other (specify): _____

5. **WITHDRAWAL OF DISPUTE**

The applicant voluntarily withdraws the referral and abandons the dispute against the respondent in settlement of his / her case at the PHSDSBC with the full knowledge that he / she will not be able to proceed with this dispute at a later stage.


6. **OTHER**


• The respondent will pay progress the applicant from R1,173,231 to R1,190,826 per annum with effect from 01 April 2022, by no later than 31 December 2023.
• The consequent back pay of R19,061 will be paid to the applicant by the respondent by 31 Dec 2023.
• The applicant's claim for an unpaid cell phone allowance cannot be resolved, and will be pursued by arbitrating it.

- 7. No variation of this agreement shall be legally binding unless reduced to writing and signed by the parties.
- 8. The parties consent to this agreement being made an arbitration award in terms of s142A(1) of the Labour Relations Act.
- 9. The parties agree that in the event of non-compliance of this agreement, the party defaulting will pay the full costs incurred by the other party in enforcing this agreement.

Done and signed at Nelspruit On this 17th Day of November 2023



APPLICANT



RESPONDENT


WITNESS


WITNESS

This agreement was interpreted by: _____ SIGNATURE

This agreement was conciliated by: Allan Kayre SIGNATURE 

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