



SETTLEMENT AGREEMENT

IN THE COMMISSION FOR CONCILIATION, MEDIATION AND ARBITRATION

Case Number:

GATO 3487/19

In the dispute between:

PCA / L M KHALEWELE +
200 OTHER

(Applicant)

and

S D S A

(Respondent)

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 CCMA 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 amount of R _____
by no later than _____ (date)
- 3.2 The amount in paragraph 3.1 is inclusive of all 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 _____

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 _____

☐ **WITHDRAWAL OF DISPUTE**

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

6. ☒ **OTHER**

① SEE ANSWERS

"A"

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 section 142A(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

ON THIS

2

DAY OF

September 2014

APPLICANT

RESPONDENT

WITNESS

WITNESS

This agreement was interpreted by:

SIGNATURE:

This agreement was conciliated by:

SIGNATURE:

ANNEXURE A

The PSA on behalf of LEFA MAKHALEMELE & 200 Others, herein the Applicant and SASSA, the Respondent in Case no: GAVL 3487-19 herewith reach a settlement as follows:

- 1) All employees graded on salary level 5 will progress to salary level 6 in line with clause 3.6.2.6 of PSCBC Resolution 3 of 2009;
- 2) All employees graded on salary level 7 will progress to salary level 8 in line with the clause 3.6.2.8 of PSCBC Resolution 3 of 2009;
- 3) The categories of employees on 1 and 2 above, who has performed above satisfactory for 12 years cumulatively will progress to salary 6 and 8 respectively in line with clause 3.6.2.12;
- 4) The implementation of the progression will be implemented retrospectively based on the qualification date of 12 and 15 years respectively;
- 5) The implementation date of paragraph 1-4 above, will be by no later than the 15 October 2019;
- 6) All employees currently on salary 6 who meet the requirements of clauses 3.6.2.6 and 3.6.2.7 read together with 3.6.2.12 will be put on hold to allow SASSA to investigate the matter by 30 September 2019 and furnish same to PSA for comment and respond by 31 October 2019 for implementation of 15 December 2019 where applicable;
- 7) Any party pursuant to paragraph 6 in the event of non-resolution reserves their respective right(s).

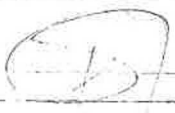
Signed at CCM Vereeniging



APPLICANT

DATE: 2019/09/03


RESPONDENT

DATE: 2019/09/03


2019.09.03


2019/09/03