



SETTLEMENT AGREEMENT

IN THE COMMISSION FOR CONCILIATION, MEDIATION AND ARBITRATION

Case Number: NWKD2548-19

In the dispute between:

PSA obo Matjila SL (Applicant)

and

Department of Health (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 as reflected at paragraph 5 of this agreement (where no statutory payments are due and owing to the applicant it shall be specified at paragraph 6 of the 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 statutory payments due to the applicant unless specifically excluded in terms of paragraph 6 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:

known to employer

4. AGREEMENT ARISING OUT OF NMWA, BCEA AND WRITTEN UNDERTAKINGS OR COMPLIANCE ORDERS

5. BREAKDOWN OF THE AMOUNT REFLECTED AT PARAGRAPH 3.1

The amount reflected at paragraph 3.1 above is inclusive of statutory payments as reflected below

☐ Outstanding wages / salary

R.....

☐ Severance pay

R.....

☐ Notice pay

R.....

☐ Leave pay

R.....

☐ Overtime

R.....

☐ Other (please specify)

R.....

6. ☐ EXCLUSION OF STATUTORY PAYMENTS

☐ The parties agree that there are no statutory payments due and owing to the applicant.

☐ A dispute about statutory payments is already before the Department of Employment and Labour under the following reference number:

☐ A Compliance Order has been issued by the Department of Employment and Labour under the following reference number:

7. ☒ OTHER

- (a) The parties agree that the employee will be upgraded from salary level 3 to level 4 as an EMS under effective from 1 September 2012.
- (b) The amount payable to the applicant will be R 146 805.00 less statutory deductions and it will be paid not later than the 15th December 2019.
- (c) The changes will start reflecting on the employee's December 2019 pay slip.

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8. No variation of this agreement shall be legally binding unless reduced to writing and signed by the parties.
9. The parties consent to this agreement being made an arbitration award in terms of s142A(1) of the Labour Relations Act.
10. 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 Roseburg on this 19 day of November 2019

Applicant

Respondent

Witness

Witness

This agreement was interpreted by:

Signature

This agreement was conciliated by:

Signature

B.m.
B.J

MATJILA SL - PERSAL NO 90807511
D.O.A. - 2012/10/01

Period	Received	Difference	Should have received
2012/10/01-2013/03/31	R76278.00/12=R6356.50	1176.50*6=R7059	R90396/12=R7533.00
2013/04/01 - 2014/03/31	R81312/12=R6776.00	R1254*12=R15051 + R1254 (service bonus) = R16305.00	R96363/12=8030.25
2014/04/01 - 2015/03/31	R87330/12=R7277.50	R1347*12=R16164 + R1347 (service bonus)=R17511.00	R103494/12=R8624.50
2015/04/01 - 2016/03/31	R93444/12=R7787.00	R1441.25*12=R17295+R1441.25(service bonus)=R18736.25	R110739/12=R9228.25
2016/04/01 - 2016/06/30	R100545/12=R8378.75	R1550.75*3=R4652.25+R1550.75(service bonus)=R6203	R119154/12=R9929.50
2016/07/01 - 2017/03/31	R102057/12=R8504.75	R1573.75*9=R14163.75+R1573.75 (service bonus)=R15737.50	R120942/12=R10078.50
2017/04/01 - 2017/06/30	R109506/12=R9125.50	R1688.75*3=R5066.25+R1688.75 (service bonus)=R6755.00	R129771/12=R10814.25
2017/07/01 - 2018/03/31	R111150/12=R9262.50	R1713.75*9=R15423.75+R1713.75 (service bonus)=R17137.50	R131715/12=R10976.25
2018/04/01 - 2019/03/31	R118932/12=R9911.00	R1833.50*12=R22002.00+R1833.50 (service bonus) = R23835.50	R140934/12=R11744.50
2019/04/01 - 2019/11/30	R126306/12=R10525.50	R1947.25*8=R15578+R1947.25 (service bonus) = R17525.25	R149673/12=R12472.75
		AMOUNT DUE TO THE OFFICIAL IS R 146 805.00	