



JG-16 "51"

SETTLEMENT AGREEMENT

IN THE COMMISSION FOR CONCILIATION, MEDIATION AND ARBITRATION

Case Number: GATB 14448-16

In the dispute between:

Jamsiah [REDACTED] (Applicant)

and

Nedbank Group Ltd (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 [REDACTED] by no later than 20 March 2017 (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
.....

Handwritten signatures and initials on the right side of the page.

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: 254405 Bank: First National Bank
Account number: _____

J.G.
4.

EXCLUSION OF STATUTORY PAYMENTS
Name: Witz, Calicchio, Isakow & Shapiro Attorneys Inc.

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 CCMA with the full knowledge that he / she will not be able to proceed with this dispute at a later stage.

6.
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7.

OTHER
1. The respondent further undertake to render applicant's legal costs up to a maximum of R20000.00 in total before 10 March 2017.
2. The service certificate, reflecting reason for termination to be medical reasons, will be issued to the applicant by no later than Wednesday, 10/1 March 2017.

- 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 Johannesburg on this 27 day of February 2017

[Signature] Applicant [Signature] Respondent

[Signature] Witness [Signature] Witness

This agreement was interpreted by: _____ Signature [Signature]

This agreement was conciliated by: [Signature] Signature [Signature]