

**IN THE LABOUR COURT OF SOUTH AFRICA
(HELD AT BRAAMFONTEIN)**

CASE NO: JR 2831/2019

In the matter between:-

SAMWU obo JOYCE MOLEBALWA AND 2 OTHERS

Applicants

and

SOUTH AFRICAN LOCAL GOVERNMENT BARGAINING COUNCIL

1st Respondent

AMOS MOTHIMUNYE

2nd Respondent

MAMUSA LOCAL MUNICIPALITY

3rd Respondent

SETTLEMENT AGREEMENT

1. **WHEREAS** the Applicant, **SAMWU obo JOYCE MOLEBALWA AND TWO (2) OTHERS** brought an Application under case number: JR 2831/2019 before the Labour Court.
2. **WHEREAS** the Applicant made an Application for Reviewing and Setting aside, the Arbitration Award of the Second Respondent issued under case number: NWD021905 dated 5th May 2019 in terms of Section 145 of the Labour Relations Act of 1995.
3. **WHEREAS** the 3rd Respondent has considered the said Applications and given its Attorneys of Record, instructions to settle this matter in line with the below mentioned terms.
4. **WHEREAS** the Administrator, appointed in terms of Section 139(1)(c) warrants that he has powers to enter into this settlement agreement on behalf of the 3rd Respondent and confirm its instructions to the Attorneys of Records.
5. **AND WHEREAS** the parties are desirous to settle the matter between them and have recorded their agreement on the terms and conditions as set out hereunder.

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WHEREFORE IT IS AGREED AS FOLLOWS:-**WITHDRAWAL OF THE REVIEW APPLICATION**

6.1 That the Applicant on behalf of the three (3) employees namely:-

1. Nomatyale Joyce Molebalwa;
2. Tebogo Maxwell Mongale and
3. Olebogeng Cornelius Seleko.

6.2 Withdraws the Review Application under case number: JR 2831/2019 against Mamusa Local Municipality.

6.3 That each party pay its own costs.

7. SUBJECT TO THE FOLLOWING:-

7.1 That the 3rd Respondent reinstate the Applicants namely:-

1. Nomatyale Joyce Molebalwa;
2. Tebogo Maxwell Mongale and
3. Olebogeng Cornelius Seleko, to their previous positions with previous remuneration and benefits.

7.2 That such re-instatement shall not be retrospective but shall be effective from the date of the signature of this settlement agreement by both parties, the last one signing.

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7.3 That the three (3) employees shall each be entitled to two (2) months' salary as per the arbitration award granted in their favor on the 05th May 2019 under case number: **NWD 021905**.

7.4 It is hereby settled that payment, as per the award, shall be effected within 30 days upon all parties signing this settlement agreement to their accounts furnished to the 3rd Respondent.

7.5 That the three (3) employees, namely:-

1. Joyce Molebalwa;

2. Tebogo Maxwell Mongale and

3. Olebogeng Cornelius Seleko shall have no further claims against Mamusa Local Municipality.

8. FULL AND FINAL SETTLEMENT OF THE DISPUTE

8.1 The parties hereby records that this agreement constitute the full and final settlement of the matter related to the employment contract entered into between them and any pending litigation shall be withdrawn forthwith.

9. RELAXATIONS AND INDULGENCES

9.1 No extensions, relaxations or indulgences shown by the both parties in terms of this agreement or any agreement concluded between them subsequent hereto, may be construed by any other party in such a manner as to prejudice any party's rights in terms thereof in any manner whatsoever.

10. NON DISCLOSURE

10.1 The parties record that there shall be no disclosure of this settlement agreement save with the consent of the Mamusa Local Municipality.

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11. ARBITRATION

11.1 In the event of a dispute arising between the Parties in relation to this Agreement, its interpretation, amendment or cancellation, such dispute shall be referred to as Arbitration.

11.2 The Arbitrator shall be nominated in writing by the Parties and in the event of them being unable to agree on the nomination of the Arbitrator, he shall be nominated by the Chairman for the time being of the Arbitration Foundation of South Africa (AFSA) and his nomination shall be final and binding on the Parties. Provided, however, that the latter nomination shall be a Senior Counsel who has been practising as such for no less than five years.

11.3 Arbitration shall be governed by the provisions of the Arbitration Act of 1965 or any statutory modification or amendment thereof or substitution therefor.

11.4 The Arbitrator shall be empowered should he, acting in good faith, deem it wise and just to do so, bearing in mind that the Parties primarily wish to dispose of such dispute expeditiously, economically and privately and in a businesslike and practical manner, to dispense with all or any of the provisions of the Arbitration Act, legal rules of procedure and/or legal rules of evidence and/or legal rules of precedence so as to expedite the Arbitration having particular regard to any urgency or other consideration affecting the matter in issue. The Arbitrator may make such order as to the costs of the Arbitration, his costs and the costs of the parties thereto as he may deem fit. The award of the Arbitrator shall be final and binding on the Parties.

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12. DOMICILIUM

12.1 The parties choose the following addresses to which notices may be given, and at which documents in legal proceedings may be served (i.e. their *domicilia citandi et executandi*), in connection with this agreement:-

12.1. **MAMUSA LOCAL MUNICIPALITY:** 28 Schweizer Reneke, North West Province.

12.2 **APPLICANTS % NTSAMAI INC ATTORNEYS:** Office No. 2-3, Merlite Building, Cnr Warrant & Shippard Street, Mahikeng.

11.2 A party may change at any time its *domicilium* by notice in writing, if the new *domicilium* is in the Republic of South Africa and consists of, or includes, a physical address to serve processes.

11.2 Any notice given in connection with this agreement must be delivered by hand to the *domicilium* chosen by the party concerned.

13. WHOLE AGREEMENT

13.1 This is the entire agreement between the parties.

13.2 Neither party relies in entering into this agreement on any warranties, representations, disclosures or expressions of opinion which have not been incorporated into this agreement as warranties or undertakings.

13.3 No variation or consensual cancellation of this lease shall be of any force or effect unless reduced to writing and signed by both parties.

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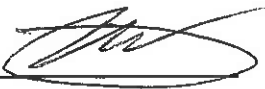
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Dated at 5/Reneke on this the 24 day of January 2020.

AS WITNESSES:-

1. 
Nomatyale Joyce Molebalwa
2. 
Tebogo Maxwell Mongale
3. 
Olebogeng Cornelius Seleko

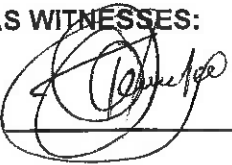
Dated at 24-1-2020 on this the 24 day of January 2020.



3rd Respondent

For and on behalf of the Municipality duly authorized, Mamusa Local Municipality, 28 Schweizer Reneke, North West Province

AS WITNESSES:

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2. 