

**CONCILIATION, MEDIATION & ARBITRATION COMMISSION (CMAC)**

**HELD AT MBABANE**  **SWMB 260\11**

### In the matter between:-

**SCAWU o.b.o Dolly Dlamini** APPLICANT

**and Siphiwe Dlamini**

And

**CHOWDURRY INVESTMENT (Pty) Ltd** RESPONDENT

CORAM:

**Arbitrator**  : Mr. M.C. Simelane

**For Applicant** : Mr. Ephraem Dlamini

**For Respondent** : Mr. Mbuso Dube

Arbitration Dates : 27.03.17,20.03.17,20.04.17,11.05.17,24.05.17

**ARBITRATION AWARD**

**{31\07\2017}**

**PARTIES AND REPRESENTATION**

1. The Applicants are Dolly Dlamini and Siphiwe Dlamini of P.O.Box 2524 Mbabane. They were represented in this matter by Ephraem Dlamini a Labour Consultant appointed by SCAWU whose officers are in Mbabane.
2. The Respondent is Chowdhury Investment (Pty) Ltd a private limited company trading a Tandori Restaurant whose business is at the Plaza Mall in Mbabane.

**ISSUES IN DISPUTE**

1. The nature of dispute is unfair dismissal, the Applicants claimed the following;

**DOLLY DLAMINI**

Notice Pay E1,700.00

Additional Notice Pay E1,800.00

Severance Pay E4,576.92

Maximum Compensation

For unfair dismissal E20,400.00

**Total**  E28,476.92

**SIPHIWE DLAMINI**

Notice Pay E1,700.00

Additional Notice Pay E1,800.00

Severence Pay E4,038.46

Maximum Compesation

For unfair dismissal E18,000.00

**Total**  E25,538.46

1. Both Applicants withdrew their claims for leave due.
2. The dispute was cleared unresolved as evidenced by a Certificate of Unresolved Dispute dated 23rd of September,2011.
3. The matter was referred to the Commission for Arbitration through a Court Order received on the 09th of March,2011.

**AGREEMENT OF SETTLEMENT**

1. The parties are in agreement that the matter be settled on the following agreed terms;
   1. That the Respondent pays both Applicants an equal amount of E 16,500.00 (each Applicant) as full on final settlement of all the issues between the parties.
   2. That the Respondent pays the agreed amount of E16,500.00(each Applicant) by three equal instalments of (E 5,500.00) each commencing from the 28th of June,2017,then the 28th July.
   3. That the instalments be payable at CMAC offices in Mbabane on or before the set dates.

(Please refer to the Memorandum of Agreement)

**AWARD**

1. The matter is settled on the terms and conditions as they appear on the Memorandum of Agreement.

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**MLUNGISI C. SIMELANE**

**(CMAC ARBITRATOR)**