



EXHIBIT CC 17.1

AFFIDAVIT & ANNEXURES

OF

JONATHAN THEKISO



**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE,
CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE**

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OF

JONATHAN THEKISO



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**IN RE THE COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE
CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR
INCLUDING ORGANS OF STATE ("THE COMMISSION")**

**AN INVESTIGATION INTO THE SOUTH AFRICAN BROADCASTING
CORPORATION**

SWORN AFFIDAVIT

I, the undersigned,

JONATHAN THEKISO

hereby declare under oath as follows:

1. I am an adult male currently employed at the South African Broadcasting Corporation ("SABC") as the Group Executive: Human Resources ("GEHR"), I am employed by SABC and have occupied said position since 21 March 2018.
2. My functions and responsibilities as GEHR include inter alia:
To provide leadership and strategic direction to the Human Resources Division by aligning and executing the Human Resources Strategy thereby enabling the delivery of the SABC mandate as reflected in the Corporate Plan, as well as supporting the Core business of the SABC to achieve their mandate. To ensure and sustain a working environment that is characterized by a healthy, competent and diverse workforce that is capable of transitioning, sustaining and positioning the SABC as an employer of choice.

JT
M/S

-
3. I was requested by the investigators of the Commission of Inquiry into State Capture ("the Commission") to provide an affidavit outlining information regarding the purging of employees at the SABC over the past 10 years.
 4. The contents of this affidavit are true and correct and falls within my own personal knowledge, unless the contrary clearly appears from the context or is otherwise stated.

BACKGROUND

5. During the period 2009 to 2017 the SABC experienced a number of terminations that could be construed as purging of staff. Whilst the assumption is made that these were purging, it cannot be definitive whether this is the case due to discussions between the administration at that time and the individuals impacted having been confidential. It is for this reason that the SABC can only assume such, based on settlement agreements having been reached between the parties concerned.
6. It is my understanding that certain terminations were as a result of disagreements between the administration of the time and the employees that were supposedly purged. Annexure A provides a list of all potentially purged employees.
7. In this regard I would like to set out the names of who left the SABC and the circumstances surrounding their departure from the SABC

JF
M.S

Ms. MC Campher: Chief Financial Controller

8. Ms Campher's contract of employment was terminated due to unknown reasons. Attached hereto is a copy of her letter of termination, marked as Annexure "JT001". A separation amount was paid to her. She then lodged an Unfair Dismissal dispute at the CCMA. The CCMA ruled in favour of the SABC, attached hereto is the ruling by the CCMA, marked as Annexure "JT002". Ms Campher has subsequently taken the award on review at the Labour Court and the matter is still ongoing.

Ms V Duwarkah, Group Executive: Television

9. Ms Duwarkah resigned from the SABC but was later reinstated, attached is the Labour Court order, marked as Annexure "JT003". After her resignation from the SABC she lodged a breach of contract claim with the Labour Court. A separation agreement was reached with Ms Duwarkah, attached hereto is a copy of the separation agreement, marked as Annexure "JT004".

Mr WD Feliti, General Manager: Human Resources


10. Mr Feliti's contract of employment expired on 31 August 2018. He was, however, released from duty on 22 April 2016. Attached hereto is a copy of his letter of termination, marked as Annexure "JT005". The remainder of his contract was paid out. He subsequently lodged an Unlawful Termination claim at the Labour Court. The Matter is still ongoing.

Ms LZ Francois, Group Manager: Internal Audit

11. Ms Francois was suspended in December 2015. Her suspension was based on the following reasons: *(a) misrepresentation and/or deliberate intention to mislead the Audit Committee of the Board into believing that the insinuations contained in the said document/report are/where accurate and truthful, whilst you knew or ought to have known that it was not the case. (b) Further, that the tabling of such a document/report by yourself is viewed as malicious/or damaging to the character of the Chief Financial Officer of the SABC as the facts therein has been proven not to be true. (c) Your actions in submitting an unbalanced view in such a report is viewed as highly unprofessional especially in light of your profession as an Internal Auditor in and outside the SABC.* Attached hereto is said letter of suspension, marked as Annexure “JT006”. During her suspension her contract was not renewed, attached hereto a copy of her letter of termination, marked as Annexure “JT007”. Ms Francois was subsequently paid the balance of her contract.

Mr LT Lekgotho, General Manager: TV Broadcast Resource

12. Mr Lekgotho resigned from the SABC, attached hereto is his letter of resignation, marked as Annexure “JT008”. Subsequent to his resignation he lodged a Constructive Dismissal case at the CCMA and the case was settled.

Mr PT Lesala Group Executive: Human Capital Services

-
13. Mr Lesala resigned from the SABC citing the reason for his resignation as *an intolerable working relationship between him and the SABC*. Attached hereto a copy of his resignation letter, marked as Annexure “JT009”. He there after lodged a constructive dismissal claim at CCMA, which claim was later settled, attached hereto the settlement marked as Annexure “JT010”

Mr J Mabaso Group Executive: Human Resources

14. Mr Mabaso was subjected to a disciplinary hearing on charges of *non-disclosure of business interest*. He was found guilty and the chairperson recommended dismissal, attached hereto a copy of the Disciplinary hearing record marked as Annexure “JT011”. Mr Mabaso was paid three months' salary.

Mrs TCC Mampane, Group Executive: Office of the GCEO & Regions

15. Ms Mampane's contract was terminated due to unknown reasons. Attached hereto is the letter of termination marked as Annexure “JT012”. Subsequent to her resignation she lodged an Unfair Dismissal Dispute at the CCMA and the matter was settled, see hereto the settlement marked as Annexure “JT013”. The Public Protector indicated that the SABC should issue a letter of apology to Ms Mampane, attached hereto, a copy of said apology by the SABC marked as Annexure “JT014”.

Mr SM Masinga, Group Executive: MTI

JS
MS

-
16. Mr Masinga was subjected to a disciplinary hearing on charges of *gross misconduct and or gross incompetence*. The disciplinary hearing was, however, not concluded. His contract was terminated by the SABC, attached hereto the disciplinary hearing record, marked as Annexure “JT015”. Subsequent to his dismissal he lodged a Labour Court and High Court litigation and the matter was settled, attached hereto the settlement marked as Annexure “JT016”.

Mr FL Matlala Group Chief Executive Officer

17. Mr Matlala was subjected to a disciplinary hearing on charges of *improper conduct*. He was placed on suspension and his contract thereafter terminated, attached hereto the letter of intention to suspend “JT017”. A settlement agreement was reached with Mr Matlala, attached hereto the settlement agreement marked as Annexure “JT018”.

Miss MZE Mkize, Provincial General Manager: KZN

18. Ms Mkize's contract was not renewed. She lodged a case with the CCMA. The CCMA ruled in her favour and she was reinstated, attached hereto the CCMA ruling, marked as Annexure “JT019”. Ms Mkize retired from the SABC in 2018.

Mrs PL Mokhobo, Group Chief Executive Officer

19. Ms Mokhobo's contract of employment was terminated due to unknown reasons. Attached hereto her letter of termination marked as Annexure “JT020”. Ms Mokhobo received a settlement package.

JF
MS

Mr TP Molefe Group Executive: NEWS

20. Mr Molefe was suspended by the SABC for the following reason: *failure to accept the authority of the GCEO and or the SABC Board*, attached hereto his letter of suspension, marked as Annexure “JT021”. He lodged a matter with the High Court, wherein the Court ruled in SABC's favour, attached hereto is the court's ruling, marked as Annexure “JT022”. An appeal was then lodged. The SABC settled with Mr Molefe, attached hereto the settlement, marked as Annexure “JT023”.

Ms JM Motsepe, General Manager: International Programmes

21. Ms Motsepe's contract of employment was terminated on an amicable basis. Attached hereto her settlement agreement, marked as Annexure “JT024”. She was paid the remainder of her contract.

Dr PM Naves, Group Executive: Human Capital Services

22. Dr Naves resigned from the SABC pending two disputes with the SABC. A termination agreement was reached with her, which agreement is attached and marked as Annexure “JT025”.

Ms M Nepfumbada, Head: Legal Services

23. Ms Nepfumbada's contract of employment was terminated after a separation agreement was reached. Attached is the separation package, marked as Annexure “JT026”.

Handwritten signature and initials, possibly 'JF' and 'M.S.', in the bottom right corner.

Mrs MP Nkosi, Group Manager: Labour Relations

24. Ms Nkosi reached a mutual separation agreement with the SABC, attached hereto is a copy of the agreement, marked as Annexure “JT027”.

Mr BL Ntloko, Group Executive: Radio

25. Mr Ntloko reached a mutual separation agreement with the SABC, attached hereto is a copy of the agreement, marked as Annexure “JT028”

Mrs CP Nzimande Chief People Officer

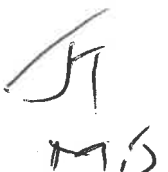
26. Ms Nzimande reached a mutual separation agreement with the SABC, attached hereto is a copy of the agreement, marked as Annexure “JT029”. The Public Protector indicated that the SABC should issue a letter of apology to Ms Nzimande. Attached is the letter of apology as issued by the SABC marked as Annexure “JT030”

Mr C Olivier, General Manager: Finance & Operations

27. Mr Olivier's contract was terminated by the SABC due to *a breakdown in the relationship between the SABC and Mr Olivier*. Attached hereto is a copy of the letter of dismissal and separation agreement, marked as Annexure “JT031”.

Mr E Qwabe, General Manager: Engineering Services

28. Mr Qwabe was charged with gross insubordination and misconduct. by the SABC and suspended. A mutual separation agreement was

Handwritten signature and initials, possibly 'JT' and 'MS', in the bottom right corner.

reached between the SABC and Mr Qwabe, attached hereto a copy of this agreement, marked as Annexure “JT032”.

Mr TK Radebe General Manager: Procurement Operations

29. Mr Radebe was suspended by the SABC for *alleged misconduct*. He challenged his suspension at the CCMA. He was then reinstated by the CCMA, attached hereto a copy of the CCMA ruling, marked as Annexure “JT033”. A mutual separation agreement was reached with Mr Radebe, attached hereto is a copy of the agreement, marked as Annexure “JT034”.

Mr MJ Shushu, Head of Procurement

Mr Shushu was subjected to a disciplinary hearing. His contract was then terminated, and the balance of his contract was paid out to him, attached hereto a copy of the instruction to the lawyers regarding a settlement, marked as Annexure “JT035”.

Mr M Soko, General Manager: Public Service Radio

Mr Soko's contract of employment was terminated by the SABC due to the unknown reasons. Attached hereto is a copy of his letter of dismissal, marked as Annexure “JT036”. A separation agreement was reached with Mr Soko,

Mr IF Tseisi Group Executive: Governance & Risk

Mr Tseisi was suspended by the SABC due to the following reasons: leaking of sensitive information. Attached hereto a copy of the letter of

Handwritten signature and initials, possibly 'JF' and 'MS', in the bottom right corner.

suspension, marked as Annexure "JT037". His contract was subsequently terminated, and a settlement agreement reached with him, attached hereto a copy of the agreement, marked as Annexure "JT038".

30. From the above it can be deduced that the SABC, during the time of the previous administration, reached a high number of settlements with employees based on the assumption that there was conflict or disagreement between the administration and the supposedly purged employees.

31. This is all I wish to declare.


DEPONENT

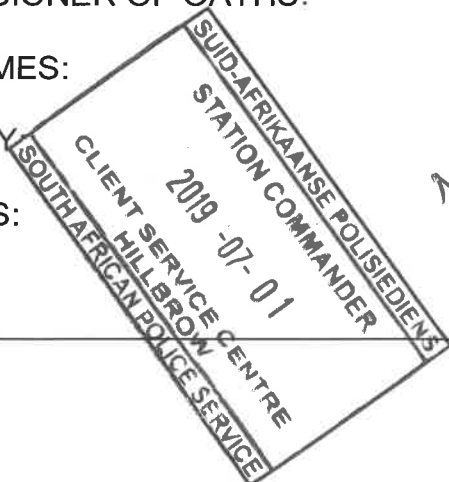
Signed and sworn before me at Hillbrow this 01 day of July 2019 after the deponent declared that the deponent is familiar with the contents of this statement and regards the prescribed oath as binding on the deponent's conscience and has no objection against taking the said prescribed oath. There has been compliance with the requirements of the Regulations contained in Government Gazette R1258, dated 21 July 1972 (as amended).

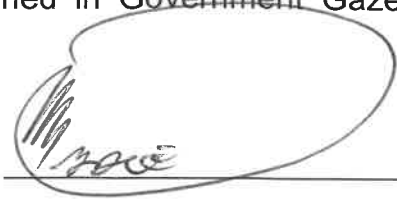
COMMISSIONER OF OATHS:

FULL NAMES:

CAPACITY:

ADDRESS:




XROSEDI XT. AICE
WCO
NO CLAREDON PLACE
HILLBROW



JT001



South African Broadcasting Corporation Limited

MOHLOLO LEPHAKA
GROUP EXECUTIVE: HUMAN RESOURCES (ACTING)
Radio Park , Cnr Artillery and Henley Roads , Auckland
Park, 2092. Private Bag X1 , Auckland Park 2006 ,
Johannesburg, Gauteng, South Africa.
Tel +27 11 714 3331 www.sabc.co.za
Email: lephakam@sabc.co.za

25 OCTOBER 2016

MC Q.
MS ~~GM~~ CAMPHER
CHIEF FINANCIAL CONTROLLER
SABC
JOHANNESBURG

Dear Ms Campher

MC Q.
RE : SABC // MS ~~GM~~ CAMPHER – SEPARATION

The above matter and the meetings held on **24 & 25 October 2016**, have reference.

Please be notified that the SABC has resolved to part ways with you and to sever the employment relationship.

It was further resolved to pay out your fixed term contract you have entered into with the SABC for the remainder of the contract period being eighteen (18) months.

Attached is the following document:

- Breakdown of the pay-out / separation amount.**

MC Q.
M.D.

Please be informed that your last working day in service of the SABC will be **31 October 2016**. You will also not be required to render any further services with immediate effect. It would be appreciated if you could hand in all SABC equipment currently in your possession to the **Human Resources Manager : Group Services, Mr Mzu Ndlovu** before leaving the premises of the SABC.

Furthermore, it should be noted that the SABC will effect payment of the said separation amount into your banking account within seven (7) days from having received the relevant tax directive.

It is, herewith, categorically recorded that you refused signing the separation agreement handed to you.

The SABC herewith wants to thank you for your contributions made during your tenure with the SABC and we wish you everything of the best for the future.

Yours faithfully



MOHLOLO LEPHAKA
GROUP EXECUTIVE : HUMAN RESOURCES (ACTING)



I, **EM CAMPHER**, hereby acknowledge receipt of the letter and have noted the contents thereof.



SIGNATURE

*Do not agree with
total value.*



DATE



**Ms MC Campher
Contract Details**

Item	Current Annual TGRP	Current Monthly TGRP	Nov 2016 - Apr 2018 (18 Months) (Cash Value of Remainder of Contract)
Basic Salary	1 245 340.44	103 778.37	1 868 010.66
Housing Allowance	23 640.00	1 970.00	35 460.00
Car Allowance	120 000.00	10 000.00	180 000.00
Other Cash	219 516.48	18 293.04	329 274.72
Entertainment Allowance	1 680.00	140.00	2 520.00
Group Life	11 895.48	991.29	17 843.22
Medical Aid	25 293.60	2 107.80	37 940.40
RPM 13th Cheque Allowance	103 778.37	8 648.20	155 667.56
Pension Fund	174 347.76	14 528.98	261 521.64
Grand Total	1 925 492.13	160 457.68	2 888 238.20

Plus Current Leave Balance (31 Oct 2016)

40.50

Cash Value of Current Leave

154 122.18

Grand Total (TCTC Plus Leave)

3 042 360.38

**Calculation excludes Oct 2016 Salary which will be paid through Payroll*



JT002

JT002



Arbitration Award

Case Number: GAJB25668-16
Commissioner: Thembekile Nsibanyoni
Date of Award: 12-Sep-2017

In the **ARBITRATION** between

Maria Christina Campher

(Union/Applicant)

and

SABC SOC Limited

(Respondent)

Union/Employee's representative: P Bosman

Union/Applicant's address: 39-14th Street

Greymont Hills

2195

Telephone: 011 781-0169

Telefax: 086 768-1639

E-mail: petraca@me.com, michael@brandpotgieter.com

Employer's representative: G C Pretorius

Respondent's address: Private Bag X1

Auckland Park

2006

Telephone: 011 714-3972, 011 714-4717, 011 714-4303, 011 714-2708, 011 714-2311, 011 714-3819

Telefax: 011 714-4030, 011 714-3001

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moufher@sabc.co.za, xamase@sabc.co.za,
munyaite@sabc.co.za, motshekgamj@sabc.co.za,
lephakam@sabc.co.za, ssz@zilwa.co.za

DETAILS OF THE HEARING AND REPRESENTATION

M.D. JT

1. This is arbitration hearing was held at the CCMA offices in Johannesburg on 06 & 07 June, 04 & 05 July, 14 & 15 and 22 August 2017.
2. The Applicant, Maria Christina Campher was represented by Adv P Bosman as instructed by Brand Potgieter Incorporated. The Respondent, SABC Limited was represented by Adv GC Pretorius SC as instructed by Makaula Zilwa Incorporated.
3. The proceedings were digitally recorded and the parties were given an opportunity to present written closing arguments.

BACKGROUND TO THE DISPUTE

4. The Applicant started working for the Respondent on a limited duration contract in 2005 as a Program Manager Compliance and Technical and had occupied various positions since she joined the Respondent.
5. At the time her contract was terminated, the Applicant was a Chief Financial Controller, earning R1 400 000.00 per annum.
6. The Applicant argued that her dismissal was unfair and seeks reinstatement. She further offered to pay back the amount she received from the SABC for the balance of the fixed term contract less what she would have earned in the intervening period.
7. The Respondent on the other hand argued that the applicant was on a fixed term contract and her contract was to expire on April 2018. Her contract was however prematurely terminated. However she was paid out the remainder of her contract.

ISSUE TO BE DECIDED

ST
M.D

8. Firstly, I have to determine whether the Applicant was a permanent employee or she was employed on a fixed term contract. If she was on a fixed term contract, if she had a legitimate expectation that her contract will be extended.
9. Alternatively, if the Applicant was a permanent employee, whether her dismissal was substantively and procedurally unfair.
10. The Applicant stated that she seeks to be reinstated retrospectively.
11. The Respondent on the other hand stated that the Applicant was not dismissed for operational requirements because she was on a fixed term contract as her other colleagues. The fixed term contract was terminated prematurely but she was paid the full term of her contract.

SURVEY OF THE EVIDENCE AND ARGUMENT

The Applicant testified and called one witness. The respondent on the other hand called one witness. Their evidence can be summarised as follows and only relevant factors will be canvassed.

RESPONDENT'S EVIDENCE

Mr. Jaco Van Staden

APPROVED

12. The witness stated that he is employed by the Respondent as a Remuneration and Information Management Specialist. In summary, he stated that as of 2006, all management employees on level 120, which is the level of the Applicant, were on fixed term contracts.
13. He confirmed that the Applicant was offered a fixed term contract on 18 April 2013 as a Chief Financial Controller and her salary was increased by R400 000.00 per annum to R1 400 000.00 per annum.
14. The Applicant accepted the offer and occupied the position of Chief Financial Controller and was duly remunerated as per her new position.

JT *M.0*

15. In 2016, there was a Finance department workshop where a new possible structure was presented. The final new structure that was adopted by the SABC indicates that her position was delimited.
16. The contract of the Applicant was however terminated in October 2016 and she was paid the balance of the contract.
17. The witness testified about the calculations that were made in paying the Applicant that will not be canvassed here but will be dealt with in the analysis.
18. The witness testified under cross examination that he was not part of the negotiations with regards to the termination of the Applicant's employment.
19. He however reiterated that the new organogram of the SABC does not have the position of the Applicant.

APPLICANT'S EVIDENCE

Ms. Maria Christina Campher

20. The Applicant stated that on 18 April 2013, she received an offer of employment as a Chief Financial Controller. The Applicant confirmed that the offer stated that it was a limited duration contract and the commencement date of the contract was 01 May 2013 and it was to expire on 30 April 2018.
21. She did not receive the actual contract at the time but accepted the offer and was duly offered the position of Chief Financial Controller. She stated under cross examination that the offer came with the increase of in her salary of R400 000.00 per annum.
22. She indicated that when the actual contract was given to her, she had concerns with regards the Pension Fund. She sent an email to Mzu Ndlovu on 25 June 2013 but did not get a response.

M.C.
JT

23. Under cross examination, the Applicant did concede that she did not indicate that she is not accepting the offer but believed that since she did not sign the actual contract, she was not bound by the fixed term contract that was offered her.
24. The Applicant stated that she was under the impression that her fixed term contract will be "rolled over" and it was a surprise to her when it was stated that her position was delimited.
25. It is her belief that she was removed from the SABC because she was an obstacle to Motsoeneng and Aguna despite the fact that she did not have any proof in this regard
26. The Applicant further stated that she was informed that the fixed term contract will be terminated. She met with the HR Department and recorded the conversation with Andre Weber and Kobus Potgieter and they told him they did not know who was going to do her work.
27. She did concede that she received a separation package and stated that she did not agree with the total value.
28. It was put to the Applicant that she was aware that her fixed term contract was prematurely terminated and her only concern was that the calculations of what was owed to her was incorrect.
29. When asked what is it that she is seeking, she indicated that she wanted to be reinstated. When further probed, the applicant insisted that due to the fact that she did not sign a fixed term contract, she must be reinstated in her position as an indefinite contract employee, this is despite the fact that the position of Chief Financial Controller was a Limited Duration Contract.

Christian Olivier: Witness of the Applicant

30. Mr. Olivier testified that he was employed by the Respondent and his relationship was terminated after a settlement was reached between both parties. He further conceded that he referred the matter to the CCMA and was unsuccessful in his dispute.
31. He did state that it was practice at the SABC to extend fixed term contracts.

JD
MD

32. Under cross examination he conceded that the extension of a fixed term contract depended on the circumstances of each case.

ANALYSIS OF THE EVIDENCE AND ARGUMENT

33. The first matter that I am compelled to address is whether the applicant was on an indefinite permanent contract or whether she was on a limited duration contract.

34. It is common cause that on 18 April 2013 the Applicant was offered employment as a Chief Financial Controller. It was a limited duration contract that was to expire on 30 April 2018. In terms of the offer the Applicant was to earn R400 000.00 more per annum. It is further common cause that the applicant accepted the offer and rendered her services as a Chief Financial Controller.

35. The Applicant, through her representative, argued that the Applicant did not sign the actual contract because she had concerns in particular its regards to the Pension Fund. She therefore did not accept the contract.

36. What is however inescapable is that the applicant accepted the position and benefitted from it in terms of a raised salary. The Applicant raised her concerns after receiving her contract on 24 June 2013. She testified that she did not receive a response from the respondent.

37. She, however, continued to benefit as a Chief Financial Controller by way of title and remuneration. The argument by the Applicant that she did not accept the position but therefore be rejected by virtue of her conduct. When she did not receive any feedback about her concerns, she did not indicate to the Respondent that she is not accepting the position because concerns were not addressed.

JT MLO

38. Furthermore, the Applicant in her correspondence with the Respondent, stated that "Seeing that I am continuing member of the different funds due to my permanent employment now becoming fixed term..."
39. This indicates that the applicant was aware that she was being employed on a fixed term contract and she did not reject this offer.
40. When the Applicant was notified about the termination of the contract, no evidence was led that she believed she was on an indefinite contract. Her evidence was that she believed her contract was going to be rolled over as it is practice with the Respondent. The Applicant, armed with a Labour Law Diploma ought to have known that an indefinite contract is not "rolled over" or extended, only a fixed term contract can be extended.
41. Of importance however is the reaction of the Applicant when she was handed the termination letter. The Applicant signed the termination letter with the notation "do not agree with total value." Again no indication that the Applicant was belabouring under an assumption that she was on an indefinite contract.
42. It is therefore my conclusion that the Applicant was on a fixed term contract and she was aware that her contract was for a limited duration.
43. The contract was to expire on 30 April 2018 and it was indeed prematurely terminated, however, the Applicant was paid out the remainder of her contract.
44. The argument that there was a legitimate expectation that her contract will be renewed was not supported by any evidence from the Applicant. She relied on the voice recordings she made when she met with the Human Resources as they indicated that they do not know who will perform her functions. The only cogent evidence that was presented was the organogram which showed that the position of the Applicant was delimited.
45. No evidence was therefore led that there was indeed a legitimate expectation that her contract will be extended. The argument that the Applicant was removed from the SABC because she

was an obstacle to Motsoeneng and Aguma is her opinion that was not supported by any evidence.

46. What appears to have aggrieved the Applicant is that her package was not calculated properly.

This can be detected by the evidence that was led throughout the arbitration. Van Staden was fundamentally cross-examined on the payments that were received by the Applicant with regards to her Pension Fund and how her package was calculated.

47. I concur with the Respondent's representative that there is a dispute on whether the calculations were correct. The Commission and myself do not have the capacity to make such calculations and this is not in the purview of the CCMA's jurisdiction.

48. The parties, as they so agreed must present the dispute to the actuaries of the Respondent to determine the correct amount based on what the Applicant's remuneration would have been at the expiry of her contract, that is, 30 April 2018.

49. As stated by the Respondent in their papers, the Actuaries can then also discount the amount already paid to the Applicant to ensure that she does not receive any undue benefit.

AWARD

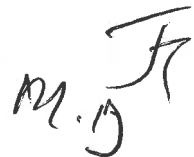
50. The Applicant was on a limited duration contract and she failed to prove that she had a legitimate expectation that her contract was to be renewed.

51. Parties are instructed to finalise the correct payment that is due to the Applicant.

52. The matter is dismissed.

53. I make no order as to costs.

Thus done and signed at the CCMA on 12 September 2017



THEMBEKILE NSIBANYONI
CCMA COMMISSIONER



Handwritten signature: JT
M.D.

Only signed awards that contain the CCMA approved watermark are authorised.

GAJB25668-16

Page 9 of 3

Last saved on: Tue 12-Sep-2017 15:31:35

Last saved by: NosiphoD

JT003



IN THE LABOUR COURT OF SOUTH AFRICA JOHANNESBURG

Case No: J 1913/16

Honourable Justice Van Niekerk **ORDERED** on 09 SEPTEMBER 2016

In the matter between:

VERONA DUWARKAH

Applicant

And

SOUTH AFRICA BROADCAST CORPORATION

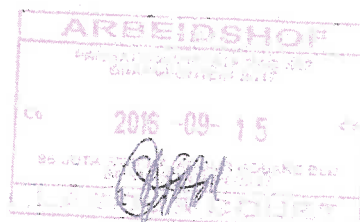
Respondent

ORDER

Having read the documents and having considered the application:

IT IS ORDERED THAT:

1. The applicant is reinstated with the respondent upon the terms of the services agreement concluded between the parties of November 2012, save that the applicant shall be appointed to a different position within the respondent's business.
2. The parties agree that it is implicit in the agreement to reinstate the applicant that she shall not be victimised in any manner, but that she shall not be excused from taking responsibility for the proper performance of her duties.
3. The applicant shall return to work on Monday, 19 September 2016.

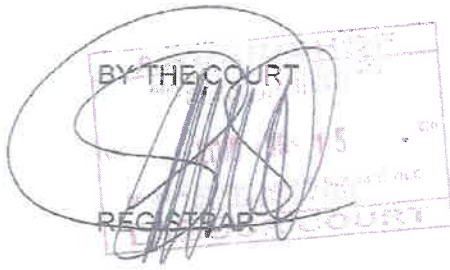


PMW

M.D

JT

4. Each party shall pay their own costs of the application.



M.S

JT

JT 004



Office of the Group Executive Human Resources
Radio Park, Henley Road
Auckland Park, 2094
Private Bag X1, Auckland Park, 2006
Johannesburg, Gauteng, South Africa
Tel +27 11 714-4711 Fax +27 11 714-4085
www.sabc.co.za

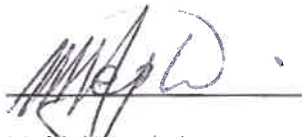
Re. YOUR NOTICE OF INTENDED TERMINATION OF CONTRACT OF EMPLOYMENT CONTRACT

1. Your letter dated the 4th of July 2016 refers, your email dated 13th July 2016 and your various communications via sms addressed to the COO and the Group Executive: HR (Acting).
2. We have noted that despite being expected back in the office today the 18th of July 2016, you have not reported for duty, which is confirmation that your letter referred to above is a resignation letter which the SABC hereby accepts unconditionally.
3. Please note that your resignation will be processed as of today and you will not be expected to work any notice period. However, the employer will pay you your full salary for the month of July 2016, together with your outstanding leave days (if any) and your pension benefits.
4. In terms of the requests made in your email dated 13th July 2016, unfortunately, the SABC cannot grant you your requests to keep the SABC laptop. We therefore expect you to immediately surrender the laptop to the SABC, by no later than the close of business on Wednesday the 20th of July 2016 together with the 3G Card and the Tablet/ IPAD. In as far as the possible renewal of your contract is concerned, the SABC has at no point created any impression that you are entitled to any automatic renewal of your contract and/or indicated to you that your contract will be renewed. In as far as the restraint of trade clause in your contract is concerned, the SABC hereby confirms that your restraint of trade agreement will be honoured as per your contract of employment.
5. The SABC provides subsidised medical cover to its employees which benefit you have also unconditionally enjoyed as an SABC employee, but the SABC cannot take responsibility for your medical expenses after you have resigned from its employ. The SABC confirms that your 13th cheque is prorated and paid to you on a monthly basis and your last payment will come with your July salary. The SABC would further like to state it categorically that it did not cause you any financial loss i.e the R500 000.00 (Five Hundred Thousand Rand) you are alleging in your email, in that, the SABC compensated you in an effort to retain you in 2013.

Handwritten signature: M. J.

6. Please note further that, it is a consequence of your resignation to lose out on all benefits associated with being an SABC employee.
7. The SABC would like to take this opportunity to appreciate your loyal service and commitment for the duration of your stay at the SABC and would like to wish you well on all your future endeavours.

Yours Faithfully



Mphahlele

Group Executive: Human Capital (Acting)

18/7/2016

15

MEMORANDUM OF AGREEMENT

ENTERED INTO BETWEEN

VERONA DUWARKAH

("Employee")

AND

THE SOUTH AFRICAN BROADCASTING CORPORATION SOC LIMITED

("Employer")

MUTUAL SEPARATION AGREEMENT

1. The parties hereto have agreed to mutually terminate the employment relationship on the terms and conditions recorded hereunder:

Handwritten signatures and initials in the bottom right corner of the document. There are several distinct marks, including what appears to be a signature and the letters 'JD' and 'MD'.

- 1.1. The Employee agrees that upon signing of this agreement he shall not proceed with any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation against the Employer which the Employee now has or which may hereafter accrue or otherwise be acquired by the Employee, on account of, or in any way flowing from the termination of the employment relationship or any issue resulting from the employment relationship between the parties;
- 1.2 By entering into this agreement, the Employer does not admit or acknowledge that the Employee's services were unfairly and/or unlawfully terminated;
- 1.3 The Employer hereby agrees to pay the Employee an amount of R 2 963 742-44 (Two Million Nine Hundred and Sixty Three Thousand Seven Hundred and Forty Two Rand and Forty Four Cents). This amount reflects a TGRP payment of THIRTEEN (13) months. The cash value of accrued leave will be paid to the Employee separately.

Handwritten signatures and initials in black ink, located at the bottom right of the page. There are four distinct marks: a stylized 'H' or 'K' at the top left, a signature at the top right, a signature at the bottom left, and a large, looped signature at the bottom right.

- 1.4 The amount referred to in paragraph 1.3 above shall be subject to all statutory deductions;
- 1.5 The amount referred to in paragraph 1.3 shall be paid into the Employee's bank account by way of electronic funds transfer within seven (7) days from having obtained the relevant SARS tax directive. In this regard the Employer shall apply to the SARS for such a tax directive. The Employee undertakes to do all that may be necessary to enable the Employer to obtain such a tax directive; and
- 1.6 The last day of employment of the Employee will be Friday 23 September 2016.
2. The terms and conditions of this agreement shall be in full and final settlement of any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation against the Employer which the Employee now has, or which may hereafter accrue or otherwise be acquired by the Employee, on account of, or in any way flowing from the termination of the employment relationship or any issue resulting from the employment relationship between the parties.

Handwritten signatures and initials at the bottom right of the page. There are several distinct marks, including what appears to be a signature 'D.M.D.' and other initials.

3. No variation, modification or waiver of any of the provisions of this agreement or consent to any departure there from shall in any manner be of any force or effect unless confirmed in writing and signed by the parties and such variation, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.
4. No failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred on such party in terms of this agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such power or right preclude any other or further exercises thereof or the exercise of any power or right under this agreement.
5. This agreement constitutes the sole agreement between the parties and any representation not contained herein shall be of no force and effect between the parties.
6. No party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.


Handwritten signatures and initials in black ink, including a large stylized signature and several smaller initials.


7. The parties have read and understood the contents of this agreement. Each party confirms that signature of this agreement has been done freely and voluntarily.
8. It is specifically recorded that this agreement will not set and/or create a precedent of any nature whatsoever.
9. This agreement will be private and confidential between the parties and no term and/or condition hereof may be disclosed to any other party unless such party is entitled thereto in law or without the written consent of the other party.
10. Both parties undertake to, prior to disclosure to a party entitled in law thereto, to inform the other party of such contemplated disclosure and to jointly, if necessary, take all reasonable and lawful steps possible to prevent the disclosure;

Thus done and signed at Highland North on this 26th day of September 2016. In the presence of the undersigned witnesses.


VERONA DUWARKAH

WITNESSES

1. 
2. _____


M.D.
JT


Thus done and signed at Johannesburg on this 24th day of September 2016 in the presence of the undersigned witnesses.



FOR AND ON BEHALF OF THE
SABCSOC LTD

WITNESSES

1. _____

2. _____



JT005



Office of the Group Chief Executive Officer
 28th Floor, Radio Park, Henley Road
 Auckland Park, 2094
 Private Bag X1, Auckland Park, 2006
 Johannesburg, Gauteng, South Africa
 Tel +27 11 714-3820, Fax +27 11 714-4869
 www.sabc.co.za

19 April 2016

Mr Dinga Feliti
 C/O SABC- Group GM: HR
 Auckland Park

Strictly Private & Confidential

Dear Mr Feliti

RE : CONTRACT OF EMPLOYMENT – SABC / DINGAAN FELITI

1. The above matter has reference.
2. As you are aware, you are employed by the SABC on a fixed-term contract basis and your fixed term contract of employment with the SABC will expire by effluxion of time on **31 August 2018**
3. You are hereby advised that the SABC will not be renewing or extending your fixed term contract of employment upon termination thereof on **31 August 2018 (Expiry Date)**.
4. Please note that the SABC has, in terms of its own prerogative, decided to waive its right to the provision of services and/or rendition of work by you for the remainder of your contract period. Accordingly, with effect from Friday **22 April 2016**, you are not required to report for duty and/or provide services to the SABC and the SABC will be under no obligation to and will therefore not provide or assign any work or services to you.
5. The SABC will, in relation to the remainder of your contract period, pay you the remuneration as provided for in your fixed term contract of employment,

M.D

ST

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payable as a once-off lump-sum. This includes payment in *lieu* of accrued annual leave, if any. All payments will be subject to the tax laws of the Republic of South Africa.

6. The SABC will deduct and/or set off from the amount due to you, the value of any outstanding loans and/or debts that are repayable and/or due to the SABC.
7. You will be required to hand over all SABC property and assets back to the SABC on or before **22 April 2016 at 15:00**, to the **Human Resources Manager : Group Services**. This includes your access card, laptop computer and 3G card, as well as your forwarding address and medical aid card/s.
8. Due to the SABC having opted to discharge its full payment obligations to you upfront, you will, with effect from **1 May 2016**, be responsible for your own pension fund and medical aid arrangements.
9. Please note that the provisions relating to confidentiality in terms of your fixed term contract of employment are and remain applicable. We request that you comply therewith, which includes keeping this letter and the terms contained herein confidential.
10. We would like to take this opportunity to wish you everything of the best in your future endeavours.

Please do not hesitate to contact us if you have any queries in this regard.

Yours faithfully


JIMI MATTHEWS

GROUP CHIEF EXECUTIVE OFFICER (ACTING)

CC : Jabulani Mabaso: Group Executive Human Resources



I,, hereby, acknowledge receipt of the letter
and have noted the contents thereof.

SIGNATURE

DATE

JT
M.D

Printed in accordance with SARS recommended format



INCOME TAX

IRP3e

Employees' tax deduction directive

Enquiries should be addressed to:

Receiver of Revenue ROODEPOORT

Tel: (011) 271 9000 Fax: (011) 760 3095

Always quote this reference number in correspondence with this office or during interviews

Reference number : 1185124847

Date : 2016/05/25

Tax Year : 2017

Directive Number : 20097678

Application number : 000000022898239

A: Particulars of Employee / Member of Fund

Surname : FELITI
 Initials : WD
 First names : Witness Dingaan
 Address : 47 BERNARD STREET
 BERGBRON

Date of Birth : 1967/12/16

Identity number / Other : 6712165823083

Office where registered for Income Tax : ROODEPOORT

Employee, Policy, Pension or Provident fund number : Employee Number - 11091

B: Directive Information

Employees' Tax reference number (PAYE) : 7720722265

Name of fund/employer : SABC LTD

Reason for directive : SETTLEMENT AGREEMENT

Source Code : 3907 Date of accrual : 2016/04/22 Year of assessment : 2017

Under the provisions of paragraphs 2 and 11 of the Fourth Schedule to the Income Tax act, you are required to comply with the directive as set out below, regarding the remuneration paid to the above-named employee or member of fund.

Tax amounting to R 1925794.19 to be deducted from the gratuity / lump sum payment of R 4697059.96.

Exemption and Deductions allowed in terms of the 2nd Schedule to the Act:

Vested right pre-1 March 1998 : R 0.00
 Amount transferred : R 0.00
 Own contribution to a provident fund : R 0.00
 Excess retirement fund contribution : R 0.00
 Transferred divorce benefit previously taxed : R 0.00
 Amount exempt based on services outside the Republic : R 0.00
 AIPF member transfer contribution : R 0.00

This directive is valid for the period 2016/03/01 - 2017/02/28

Please note:

1. This directive is invalid if any alterations have been made thereto.
2. Please file this on the employee's file in your office.
3. This form must be retained for inspection purposes.

Handwritten signature/initials

Item	March 2016	April 2016 (7% plus 13th Cheque)	April Short Payment	May 2016 - March 2017	April 2017 - Mar 2018	April 2018 - August 2018	Grand Total
Basic Salary	1 198 260.12	1 282 138.33	28 491.96	1 175 293.47	1 282 138.33	534 224.30	3 020 148.06
Housing Allowance	23 640.00	23 640.00	525.33	21 670.00	23 640.00	9 850.00	55 685.33
Car Allowance	120 000.00	120 000.00	2 666.67	110 000.00	120 000.00	50 000.00	282 666.67
Entertain. Allowance	1 680.00	1 680.00	37.33	1 540.00	1 680.00	700.00	3 957.33
13th Cheque Allowance	-	106 844.86	2 374.33	97 941.12	106 844.86	44 518.69	251 679.01
Other Cash	120 000.00	142 734.94	3 171.89	130 840.36	142 734.94	59 472.89	336 220.07
PF ER Contribution	167 756.40	179 499.35	3 988.87	164 541.07	179 499.35	74 791.40	422 820.69
MA ER Contribution	59 464.80	59 464.80	1 321.44	54 509.40	59 464.80	24 777.00	140 072.64
Group Life EE	11 445.84	12 247.05	272.16	11 226.46	12 247.05	5 102.94	28 848.60
	1 702 247.16	1 928 249.32	42 849.98	1 767 561.88	1 928 249.32	803 437.22	4 542 098.40

Leave Balance

39.67

Leave Cash Value

154 961.56

Total Settlement

4 697 059.96

15

JT 006

JT0076



Office of the Group Chief Executive Officer
 28th Floor, Radio Park, Henley Road
 Auckland Park, 2094
 Private Bag X1, Auckland Park, 2006
 Johannesburg, Gauteng, South Africa
 Tel +27 11 714-3820, Fax +27 11 714-4869
 www.sabc.co.za

02 December 2015

Ms Lorraine Francois
 Chief Audit Executive
 Room 1101
 Radio Park
 Henley Road
AUCKLAND PARK
 2094

Dear Mrs Francois,

INTENTION TO SUSPEND

The above subject bears reference.

Kindly be advised that the SABC Board through the Audit Committee herewith serves you with the notice of its intention to initiate and invoke a precautionary suspension, in terms of the Board Resolution taken at its meeting of 26 November 2015 in conjunction with Clause G4 of the Delegation of Authority Framework (DAF), into alleged misconduct on your part.

It is alleged that you are *inter alia* involved in the following acts of misconduct:

Around the period of October 2015, you, in your capacity as the Chief Audit Executive of the SABC, allegedly submitted a document/report to the Audit Committee of the SABC Board, alleging various irregularities in the conduct of the Chief Financial Officer, Mr James Aguma:

- The contents of said document/report contained statements and/or allegations, which constitute a misrepresentation and/or a deliberate intention to mislead the Audit Committee of the Board into believing that the insinuations contained in the said document/report are/were accurate and truthful, whilst you knew or ought to have known that that was not the case;
- Further, that the tabling of such a document/report by yourself is viewed as malicious and/or damaging to the character of the Chief Financial Officer of the SABC as the facts therein have been proven not to be true;
- Your actions in submitting an unbalanced view of such a document/report is viewed as highly unprofessional especially in the light of your profession as an Internal Auditor in and outside of the SABC.

Management views your conduct, as referred to above, in a very serious light and therefore contemplates suspending you. In view of the position, you hold in the Corporation, you are hereby invited to forward written representations to the Audit Committee of the Board as to why effect should not be given to the precautionary suspension.

M.O
 JT

Should you wish to do so, you are requested to submit your written submissions writer by no later than close of business on **Friday 04 December 2015**.

Yours faithfully



MR JIMI MATTHEWS
SABC GROUP CHIEF EXECUTIVE OFFICER (ACTING)

I, LORRAINE FRANCOIS, hereby, acknowledge receipt of the letter and have noted the contents thereof.


SIGNATURE

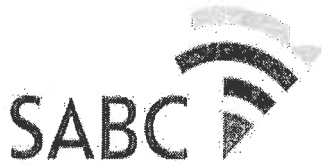
02 DEC 2015
DATE

Copy to Mrs N Mhlakaza

**Chairperson of Audit Sub-
Committee of SABC Board**



JT007



Office of the Group Chief Executive Officer
28th Floor, Radio Park, Henley Road
Auckland Park, 2094
Private Bag X1, Auckland Park, 2006
Johannesburg, Gauteng, South Africa
Tel +27 11 714-3820, Fax +27 11 714-4869
www.sabc.co.za

24 February 2016

Ms Lorraine Francois
Head of Internal Audit
C/O SABC-Internal Audit
Auckland Park

Dear Ms Francois

RE : CONTRACT OF EMPLOYMENT - SABC / LORRAINE FRANCOIS

1. The above matter has reference.
2. As you are aware, you are employed by the SABC on a fixed term basis and your fixed term contract of employment with the SABC will expire by effluxion of time on **30 June 2016**.
3. You are hereby advised that the SABC will not be renewing or extending your fixed term contract of employment upon termination thereof on **31 July 2016 (Expiry Date)**.
4. Please note that the SABC has, in terms of its own prerogative, decided to waive its right to the provision of services and/or rendition of work by you for the remainder of your contract period. Accordingly, with effect from today **24 February 2016**, you are not required to report for duty and/or provide services to the SABC and the SABC will be under no obligation to and will therefore not provide or assign any work or services to you.

5. The SABC will, in relation to the remainder of your contract period, pay you the remuneration as provided for in your fixed term contract of employment, payable as a once-off lump-sum. This includes payment in *lieu* of accrued annual leave, if any. All payments will be subject to the tax laws of the Republic of South Africa.
6. The SABC will deduct and/or set off from the amount due to you, the value of any outstanding loans and/or debts that are repayable and/or due to the SABC.
7. The SABC requires that all SABC property and assets be returned to the SABC via the office of the **Acting Chief Executive Officer**. This includes your access card, laptop computer and 3G card, as well as your forwarding address and medical aid card/s.
8. Due to the SABC having opted to discharge its full payment obligations to you upfront, you will, with effect from today (**18 February 2016**), be responsible for your own pension fund and medical aid arrangements.
9. Please note that the provisions relating to confidentiality in terms of your fixed term contract of employment are and remain applicable. We request that you comply therewith, which includes keeping this letter and the terms contained herein confidential.
10. We would like to take this opportunity to wish you everything of the best in your future endeavours.

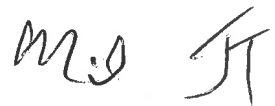
Please do not hesitate to contact us if you have any queries in this regard.

Yours faithfully



JIMI MATTHEWS

GROUP CHIEF EXECUTIVE OFFICER (ACTING)



CC : Jabulani Mabaso: Group Executive Human Resources

Settlement

Ms LZ Francois 102202

Item	TGRP	March	April	May	June	July	Settlement
Basic Salary	1,522,523.16	126,876.93	126,876.93	126,876.93	126,876.93	126,876.93	634,384.65
Car Allowance Advised	120,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	50,000.00
Entertain. Allowance	2,500.00	208.33	208.33	208.33	208.33	208.33	1,041.67
Group Life EE	14,543.16	1,211.93	1,211.93	1,211.93	1,211.93	1,211.93	6,059.65
Housing Allowance	23,640.00	1,970.00	1,970.00	1,970.00	1,970.00	1,970.00	9,850.00
MA ER Contribution	54,403.20	4,533.60	4,533.60	4,533.60	4,533.60	4,533.60	22,668.00
PF ER Contribution	213,153.24	17,762.77	17,762.77	17,762.77	17,762.77	17,762.77	88,813.85
Special Allowance	243,419.76	20,284.98	20,284.98	20,284.98	20,284.98	20,284.98	101,424.90
TGRP	2,194,182.52	182,848.54	182,848.54	182,848.54	182,848.54	182,848.54	914,242.72

Leave

39.25 *

Leave Amount

178,680.04

Full Settlement

1,092,922.75

Pension	TGRP	March	April	May	June	July	Pay to Fund
Individual		7,612.62	7,612.62	7,612.62	7,612.62	7,612.62	38,063.08
SABC Contribution		17,762.77	17,762.77	17,762.77	17,762.77	17,762.77	88,813.85
Amount to Pension Fund		25,375.39	25,375.39	25,375.39	25,375.39	25,375.39	126,876.93

* Include Leave for March - July

** February Salary Already Paid

Amount to Pension Fund	126,876.93
Amount to Individual	966,045.82

M.D. JF

JT 008

Date: 30th of May 2016

To: GROUP EXECUTIVE: MEDIA TECHNOLOGY INFRASTRUCTURE, (ACTING)

RE: NOTICE OF RESIGNATION

Dear Sir,

I hereby wish to inform you that I have taken a decision to resign, with immediate effect, from my duties at the SABC.

The conditions I am subjected to by my absence from the workplace and those accompanied in your letter of suspension have made it difficult for me to continue, unrestricted with my studies, a personal development cause which your office has unreservedly support. This is a very important step in my career and the continued status quo can only undermine it in that I have not been allowed access to a working environment which remains a prerequisite for my Degree.

The above, along with the following have effectively created an unfavorable working conditions and environment intolerable for me to return without feeling victimized and repudiated.

- Unfair Practice; in that I am on an indefinite suspension for allegations of an agreement and contract that I am not part of or was privy to, and
- My contract of employment has been unilaterally changed by the reconfiguration of my position and duties without consultation, therefore annulled my position

Please, also advise when it is permissible for me to come collect personalized items left in the office I was allocated to operate from.

Sincerely,

Lesetja Lekgotho (11187)



.....
GM: Henley TV Facilities

M.D. JF



South African Broadcasting Corporation Limited

HR Shared Services

Radio Park Cnr Artillery and Henley Roads Auckland
Park 2092. Private Bag X1 Auckland Park 2006
Johannesburg Gauteng South Africa.
Tel +27 11 330 9520 www.sabc.co.za
Email: hrsharedservices@sabc.co.za

Our ref: HR Shared Services

02 June 2016

**MR L.T LEKGOTHO
HENLEY TV-FACILITIES
AUCKLAND PARK
PRETORIA**

[11187]

Dear Mr Lekgotho

Re: YOUR RESIGNATION

1. We acknowledge receipt of your resignation letter dated **30 May 2016** and confirm herewith that your resignation has been noted without prejudice to any of the SABC's rights with your last day of service being **30 May 2016**.
2. The SABC will maintain its contractual obligation with you by remunerating you until 30 May 2016.
3. Your SABC access card, 3G card, laptop, office keys as well as any SABC equipment that you might have in your possession and your forwarding address must be given to the Human Resources Manager before leaving the service of the SABC on **30 May 2016**.
4. To finalise matters in respect, would you kindly contact the following person:
 - Mr Wayne Smith, Pension Fund Administrator, 77 Twickenham Street Auckland Park, regarding arrangements for payment of your benefit from the Pension Fund, for which

M. J.

the attached form (PS.64) should be completed. His contact telephone number is ☎
(011) 482-1383/1372.

5. A continuation option on the Group Life Assurance for staff resigning from the SABC is available at normal insurance market rates, and without the need for a medical examination. Should you be interested in this option, please advise me before you leave the service of the SABC.
6. Please note that your last salary will not be electronically transferred into your banking account. A cheque will be made out to you payable in due course. You would need to arrange collection of the said cheque, and service certificate from the Human Resources Manager.
7. We wish you everything of the best for the future.

Yours sincerely


Agnes Mashao [16979]

HR SHARED SERVICES CENTRE

JT
M.D

Employers Declaration of Employees for the month of

FAX NO (012)337-1943/1944/1580/1581/1582

MA

7	2	0	7	2	2	2	6	5
7	7	2	2	2	2	2	2	2

SABC, ARTILLERY RD, AUCKLAND PARK

1.4 FLYSIVAKI NAU

16 Postal address

1.7 Co. Reg.No(CIPRO NO)

2	0	0	3	/	0	2	3	9	5	/	0	6
---	---	---	---	---	---	---	---	---	---	---	---	---

1.10 Phone No 011-14 3609

1.1.1 Authorised person

A SONTI

[illegible]

I, AZOLA SONTI (Name of Employer), ID No 9206265613087, declare that the above information is true and correct and I understand that it is an offence to make a false statement.

SOILFARMERSTRASTASINGCORPORATION
SOUTH AFRICAN
PRIVATE BAG X1, AUCKLAND PARK, 2006

DATE 02/062016

④ 搬

(J) Reason for Non-Contribution (less than 24 hours per month)

If the employer is not resident in the RSA, or is a body corporate not registered in the RSA, an authorised person must carry out the duties of the employer in terms of this Act.

D* Remuneration means actual basic salary plus payment in kind (Declare actual gross salary)

D* If total weekly convert wages to monthly salary (weekly wages X 52/12)

If paid Weekly, convert wages to monthly salary (weekly wages X 52/12)

E* Total Hours Worked ie. Actual hours worked during the month (only applicable for employees that are paid per hour)

Employers may also submit
Tel no (012) 337 1680/1700

Only Applicable for Commercial Employers

REASON FOR TERMINATION CODES

[illegible]

Code	(1) Reason for Non-Contribution <small>max</small>
1	Temporary employees (less than 24 hours per month).
2	Learners in terms of the Skills Development Act
3	Employees in the National and Provincial spheres of Government
4	Employees who are repatriated at the end of their contract of service
5	Employees who earn commission only
6	No income paid for the payroll period
7	Employees in receipt of an Old Age Pension from the State.
8	Employees who receive a pension payment by Employer
9	Above the ceiling (Old Act)

terminated, Letter done



P.S.51

TERMINATION OF EMPLOYMENT

To be completed by:

Section A : Employee
 Section B : Departmental Head / General Manager / Provincial General Manager
 Section C : Divisional Human Resource Office

SECTION A: Employee

Name: Lesetja Thomas Lerogotho DOB: 24 August 1973

Personnel number: 11187 Tax no.: 0179251125

Department: Technology Designation: CIM Hlenley

Region: GP Aucklandpark Date of termination of service: 30 May 2016

Reason: Employee on suspension and he resigned with immediate effect

Forwarding address: Unit 31 Complex Westward Ho,
Bulmeister circle, Postal Code: 7442

Telephone Contact Numbers: 083 292 2877

Signature: [Signature] Date: 31/05/16

SECTION B: Departmental Head / General Manager / Provincial General Manager

Indicate with a cross (X)

☒ Resign ☐ Discharged ☐ Absconded ☐ Retirement ☐ Deceased

Remarks and recommendations regarding possible re-employment: _____

Signature: _____ Date: _____

SECTION C: Divisional Human Resource Office

Complete if employee has resigned or has been discharged:

Remarks and recommendations regarding re-employment: _____

[Signature]
 Divisional HR Manager

31/05/2016

[Signature] M.D

H
M.D



SETTLEMENT AGREEMENT

IN THE COMMISSION FOR CONCILIATION, MEDIATION AND ARBITRATION

Case Number: GAS817739-16

In the dispute between:

Lesetja Lekgotho

(Applicant)

and

SABC 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. 138575-00
by no later than 31 October 2016 (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

M.D

Page 1

Case Number: GASB 17739-163.4 **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: 168405 Bank: NedbankAccount number: 16840408254. ☐ **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): _____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. ☐ **OTHER**

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 21st day of October 2016

Applicant

Respondent

Witness

Witness

This agreement was interpreted by: _____

Signature _____

This agreement was conciliated by: T. I. Boyle

Signature _____

JT 009



Group Executive Human Capital Services
Radio Park, Henley Road
Auckland Park, 2094
Private Bag X1, Auckland Park, 2006
Johannesburg, Gauteng, South Africa
Tel +27 11 714-4711, Fax +27 11 714-4820
www.sabc.co.za

To:

Ms. Lulama Mokhobo
Group Chief Executive Officer
SABC

Date: 16 October 2012

RE: Resignation with immediate effect

The above topic has reference

There have been several attempts on my part to bring to your attention a number of incidences that has rendered the working relation between me and the SABC intolerable.

Firstly, there are instances that are very specific that I would like to mention. These include:

- The allegation which was made by you in the Board meeting of the 10th of August 2012, that I have misled you regarding the delays in the filling of the Executive Posts (Head of Radio and Head of TV) about the availability of Board members. There is no willingness to address this
 - I have indicated that this has tarnished my image and professional integrity and also negatively affected trust levels and working relations between us, and particularly the Board. The deteriorated working relations with Board is evidenced by comments such as "HR takes long to produce documents; emails to the effect that "Thabiso is not serious about his work" even though reports have been forwarded to you and Acting COO. To this day, I have received neither answer nor indication how this will be dealt with, even after several discussions on the topic and a number of subsequent Board meetings where this should have been rectified. This remains documented in the minutes.
- The Skills Audit project is very urgent. On more than two occasions, business cases were written requesting permission to use external consultants. On both occasions, there was indecision, denied or simply no answer. Recently, I have been led to believe that there is a Board decision to engage an external provider urgently with a view to present to Parliament at the end of October. I have sought clarity in this regard both from you and the Chairman of the Board. This has not been provided. In the absence of such, and the shortcomings on the previous process as discussed with the acting head of Procurement, a longer route, with its consequences has been embarked upon. Alarming though is the fact that this was never discussed in the said Board meeting on the 12th of September. As to why I was told there is Board decision on this is a mystery to me.

Secondly, I have indicated to you on several occasions the interference that happens on a continuous basis on HR matters. These include issues such as;

South African Broadcasting Corporation Limited SOC: Registration Number: 2003/023915/06
Non-Executive Directors: Dr Ben Ngubane (Chairperson); Mr Thami ka Plaaije (Deputy-Chairperson)
Mr Sembie Danana; Mr Cedric Gina; Mr Desmond Golding; Prof Philippa Green; Advocate Cave Mahlati; Dr Patricia Makhesha; Mr Lumko Mlunde;
Ms Clare O'Neil; Ms Suzanne Vos
Executive Directors: Ms Lulama Mokhobo (Group Chief Executive Officer) Ms Gugu Pride Duda (Chief Financial Officer)
Mr Hlaudi Motsoeneng (Acting Chief Operations Officer)
Company Secretary: Ms Theresa Victoria Geldenhuys

M.D
JT

- HR is consulted on issues where decisions have been made and is requested to ratify or sign documents as a matter of course to satisfy process (e.g. appointments).
- Requests by individuals, to perform work is not documented resulting in confusion on exactly what are the deliverables (this has been discussed with you on several occasions and specific references made)
- Promises on HR matters are made in platforms and forums before they are discussed with me. As a result, implications for the organization are not properly assessed and proper advice is compromised
- Inability to control own time, planning and execution of tasks due to constant and haphazard demand on my time
- The threatening email, and unreasonable timelines that was given to me to produce work, (HR concerns)
- Haphazard and uncoordinated demanding of work that was not contracted. I had brought to your attention that
 - Some of the work demanded was completed and sent soliciting comments and input on topics that were not documented such as the movement of employees on scale code 300 to scale code 130
 - No response nor comments were received
 - These were again requested by the ACOO, (in the email titled HCS concerns) and, without any further discussions with me nor my team, ridiculed in a meeting (in my presence) with organized labor that was supposed to be dealing with policy matters
- My Subordinates instructed to produce work without any discussions or my knowledge and failure to do this placed squarely on my inability to deliver (such work is available). Furthermore, discussions held with individuals about my performance without my knowledge, in some instances this is discussed with my subordinates.

The above serves just as examples and many more occurrences, discussions, held between me, the ACOO and you as the GCEO are not mentioned. These include but not limited to:

- ❖ Review of Policies
- ❖ Countless structures that have been provided since March but delayed till July 23rd
- ❖ Lower level structures have been completed and provided. However, due to lack of engagement on all these, delays occur
- ❖ As a last straw, a file was removed from my office without my permission or knowledge. As a custodian of HR files, I found this to be really in bad taste and undermining my authority. But worst still, the contents of the files are not recorded and this places information on employee file at risk. To add to this, the denial of sanctioning of Internal Audit Investigations

As a result of all of the above and more, I am placed in a situation where I am unable to effectively carry out my responsibilities as Head of Human Capital Services of the SABC. But more importantly, the trust

levels have been terribly affected. This has resulted in the deterioration of my health, high stress levels and general unhappiness in the work environment for me.

Based on the above, this letter serves as my resignation from the SABC with immediate effect.

Regards



Thabiso Lesala

GE: Human Capital Services

JT
M.D



Office of the Group Chief Executive Officer
28th Floor, Radio Park, Henley Road
Auckland Park, 2094
Private Bag X1, Auckland Park, 2006
Johannesburg, Gauteng, South Africa
Tel +27 11 714-3280, Fax +27 11 714-4869
www.sabc.co.za

18 OCTOBER 2012

**MR THABISO LESALA
5 ANTBEAR CLOSE
MEYERSDAL VIEW
MEYERSDAL
ALBERTON
1447**

Dear Thabiso

RE : RESIGNATION

Your letter dated **16 October 2012**, has reference.

The SABC acknowledges receipt of the above letter reflecting on your resignation effective from **16 October 2012**.

Please note that the SABC does not wish to respond to the allegations reflected in your letter under reply and in doing so it should not be construed that the SABC accedes to the correctness thereof.

However, I would like to invite you to participate in an exit interview as per normal practice, in order to discuss any issues you would like to bring to my attention. My office will be in contact with you to set up such a meeting.

Yours faithfully



**Mrs Lulama Mokhobo
GCEO - SABC**

JT010

MEMORANDUM OF AGREEMENT

ENTERED INTO BETWEEN

THABISO PHILLIP LESALA

("APPLICANT")

AND

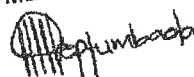
THE SOUTH AFRICAN BROADCASTING CORPORATION SOC

LIMITED

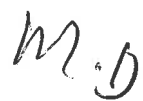
("RESPONDENT")

SETTLEMENT AGREEMENT

GE: Legal Services (Acting)
MBULU NEPFUMBADA

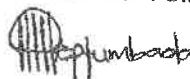
 Nepfumbada





1. The Applicant has referred an alleged unfair dismissal dispute to the Johannesburg Commission for Conciliation Mediation and Arbitration ("CCMA") under case number **GAJB 28698-12**.
2. The parties hereto have agreed to settle the dispute referred to in paragraph 1 above and the terms and conditions of the settlement agreement are recorded hereunder:
 - 2.1 The Applicant agrees that upon signing of this agreement he shall not proceed with any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation against the Respondent which the Applicant now has, or which may hereafter accrue or otherwise be acquired by Applicant, on account of, or in any way flowing from the alleged unfair dismissal dispute or any issue resulting from the employment relationship between the parties;
 - 2.2 By entering into this agreement, the Respondent does not admit or acknowledge that the Applicant was unfairly dismissed;
 - 2.3 The Respondent hereby agrees to pay the Applicant an amount of R 1 800 000, 00 (one million eight hundred thousand rand);
 - 2.4 The Respondent hereby agrees to contribute to the Applicant's legal costs in the amount of R 211 152, 96 (two hundred and eleven thousand one hundred and fifty two rand and ninety six cents).
 - 2.5 The amount referred to in paragraph 2.3 above shall be subject to all statutory deductions;

GE: Legal Services (Acting)
MBULU NEPFUMBADA

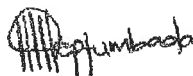






- 2.6 The amount referred to in paragraph 2.3 shall be paid into the Applicant's bank account by way of electronic funds transfer within seven (7) days from having obtained the relevant SARS tax directive. In this regard the Respondent shall apply to the SARS for such a tax directive. The Applicant undertakes to do all that may be necessary to enable the Respondent to obtain such a tax directive;
- 2.7 The amount referred to in paragraph 2.4 shall be paid into the Applicant's attorneys trust bank account by way of electronic funds transfer within thirty (30) days of receipt of the invoice from the Applicant's attorneys; and
- 2.8 Once signatures have been appended by both parties hereto as well as attested by witnesses, the Applicant agrees to unconditionally withdraw the dispute referred to in 1 above at the CCMA and to provide the Respondent with a copy of such withdrawal within two (2) days of the filing of the withdrawal notice with the CCMA.
3. The terms and conditions of this agreement shall be in full and final settlement of any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation against the Respondent which the Applicant now has, or which may hereafter accrue or otherwise be acquired by Applicant, on account of, or in any way flowing from the alleged unfair dismissal dispute or any issue resulting from the employment relationship between the parties;

GE: Legal Services (Acting)
MBULU NEPFUMBADA

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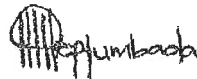


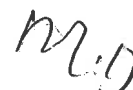




4. No variation, modification or waiver of any of the provisions of this agreement or consent to any departure there from shall in any manner be of any force or effect unless confirmed in writing and signed by the parties and such variation, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.
5. No failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred on such party in terms of this agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such power or right preclude any other or further exercises thereof or the exercise of any power or right under this agreement.
6. This agreement constitutes the sole agreement between the parties and any representation not contained herein shall be of no force and effect between the parties.
7. No party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.
8. The parties have read and understood the contents of this agreement. Each party confirms that signature of this agreement has been done freely and voluntarily.
9. This agreement will be private and confidential between the parties and no term and/or condition hereof may be disclosed to any other party unless such party is entitled thereto in law or without the written consent of the other party;
10. Both parties undertake to, prior to disclosure to a party entitled in law thereto, to inform the other party of such contemplated disclosure and to jointly, if necessary, take all reasonable and lawful steps possible to prevent the disclosure;

GE: Legal Services (Acting)
MBULO NEPFUMBADA

nepfumbada

M.D

JT

Thus done and signed at _____ on this ____ day of _____ in the presence of the undersigned witnesses.

FOR THE APPLICANT

WITNESSESS

1. _____

2. _____

Thus done and signed at JOHANNESBUR on this 30 day of JANUARY in the presence of the undersigned witnesses.

Septumbada
FOR AND ON BEHALF OF THE
RESPONDENT

WITNESSESS

1. Michael
2. CS

M.D. H

Sello Xama

From: Amy Lodge
Sent: Wednesday, January 30, 2013 12:49 PM
To: Keobokile Mosweu
Subject: FW: SABC / T. LESALA
Attachments: 20130130082603076.pdf

Importance: High

Please note below

-----Original Message-----

From: Mandiwe Nkosi
Sent: 30 January 2013 10:33 AM
To: Lulama Mokhobo
Cc: Amy Lodge
Subject: SABC / T. LESALA
Importance: High

Dear Mam,

I hope that this finds you well. Kindly find attached hereto a copy of the duly signed settlement agreement for your attention and records.

Regards

Mandi Nkosi
GM: Employee Relations
Tel 011 714 3972
Fax 011 714 4030
P/Bag X1, Auckland Park, 2006, Gauteng, South Africa





Total Cost to Company Information

Name	Mr TP Lesala
Position	Group Executive: HCS
Scale	115

Item	Annual Amount	Monthly Amount
Basic Salary	1,331,766.72	110,980.56
Car Allowance	208,176.00	17,348.00
Housing Allowance	20,400.00	1,700.00
Other Allowances	210,414.36	17,534.53
Pension Fund	186,447.60	15,537.30
Group Life	12,721.08	1,060.09
Medical Aid	41,227.20	3,435.60
Total Cost to Company	2,011,152.96	167,596.08

Potential Settlement

3 Months Total Cost to Company	502,788.24
6 Months Total Cost to Company	1,005,576.48
9 Months Total Cost to Company	1,508,364.72
12 Months Total Cost to Company	2,011,152.96

6 January 2013

Confidential

MLD *ST*

JT011

IN THE DISCIPLINARY HEARING HELD AT THE OFFICES OF SOUTH
AFRICAN BROADCASTING CORPORATION, AUCKLAND PARK, RADIO
PARK, 21st FLOOR

In the matter between

SABC LTD

EMPLOYER

AND

JABULANI MABASO

EMPLOYEE

FINDINGS AND SANCTION

PRESENT

Adv Motlatsi Phala	Chairperson
Mr. Tukela Ningiza (Attorney)	Employer's representative
Mr. A Welman (Attorney)	Employee's representative
Mr. Jabulani Mabaso	Employees
Mr. Lwanda Jongilanga	Employer's representative

1 BACKGROUND

- 1.1 The disciplinary hearing took place on the 14 April, 10 May and 30 May 2016.
- 1.2 At the beginning of the hearing I inquired from the employee Mr. Jabulani Mabaso whether he was served with the notice to attend the disciplinary hearing. He confirmed that he was indeed served on the 12 April 2016. In response to the question whether he was given sufficient

M.D. JT

time to prepare the employee responded in the affirmative. The employee was represented by an attorney Mr. A Welman.

- 1.6 The employee was charged with;

Charge 1

You have been an active member of a company called Cedar Point Trading 403 since November 2014 and you have failed to declare your interest and/or involvement in the said company as required by the declaration policy of the South African Broadcasting Corporation SOC Ltd (your employer)

- 1.7 The employee was then asked to plead and he pleaded in the following manner;

- Charge 1 Guilty

- 1.8 Mr. Welman also pointed out that the employee intended to introduce a document dated the 05 February 2016 as an explanation of the plea and as evidence in mitigation should the plea of guilty be accepted. The employee had already furnished the document to the employer as representations he made when the employer expressed its intention to take disciplinary steps against him.

- 1.9 The document referred above was also the subject of a preliminary point that the employee raised on the 10 May 2016. I pointed out to Mr. Welman that it should be noted that the document was prepared before the employee was charged, and it appears to be a defense or ground of justification. Considering that the employee pleaded guilty he is precluded from raising a defense and if he persisted I would then be compelled to enter a plea of not guilty unless the issue was properly

clarified. Welman requested an adjournment so that he could take further instructions from the employee and that was granted.

- 1.10 When we reconvened Welman submitted that it was still the instruction of the employee that he should enter a plea of guilty and submit the representation document as earlier stated.
- 1.11 Mr. Ningiza for the employer raised his concerns about the status of the document because it appeared to be a defense.
- 1.12 After hearing the submissions from both parties and making an evaluation I then exercised my discretion in favour of accepting the plea of guilty and the document referred to above.
- 1.13 I again adjourned in order to prepare brief findings. We reconvened and the plea of guilty was confirmed. I further enquired from Welman whether his client was aware that the employer was under no obligation to lead comprehensive evidence in order to substantiate the allegation against the employee. Welman indicated that he appreciated that aspect and the employee was fully aware.
- 1.14 I made brief remarks regarding the plea and also accepted the representations document but pointed out that its status in so far as mitigation was concerned would be dealt with during that process.
- 1.15 Following the confirmation of the plea, the parties were then advised to present evidence in aggravation and mitigation. There was an agreement that the representatives would prepare written submissions. At the time of rendering these findings and sanction I had the founding submission, the answering and the reply.

- 1.16 The respondent called one witness in aggravation and also to comment on the relationship of trust.
- 1.17 Zakir Allie Rawoot a compliance manager (acting as Head of the Department) testified that he knew the employee and he was the Executive Human Resources Director.
- 1.18 There were a number of Executives responsible for the policies of the SABC but the employee was the custodian of Human Resources policies.
- 1.19 According to Rawoot the SABC took failure to disclose very seriously which also touches on the policy of ethics and conflict of interest. He also sat in a meeting where the Executives made it clear that the issue of disclosure was not negotiable. It should be done by the highest employee to the lowest. It was his view that the SABC adopts a zero tolerance approach to the issue of disclosure.
- 1.20 In 2009 there was an audit by the office of the Auditor- General which led to the investigation by the Special Investigations Unit ("SIU"). The investigation revealed that close to 1400 employees at the SABC failed to disclose their interest in other companies. The outcome caused considerable embarrassment and about 500 employees received written warnings.
- 1.21 The SABC embarked on a process to educate employees about the importance of disclosure.
- 1.22 The employee is a very senior employee and he was also one of the Executives driving the process of disclosure. He also addressed email to staff members warning failure to disclose would be regarded as failure to carry out a lawful instruction and/or dishonesty.

- 1.23 The employee was in a position of influence and by being a co-Director with another SABC Executive could compel him to act favourably towards the other Executives and vice-versa.
- 1.24 Although Rawoot was subjected to cross-examination and certain propositions were put to him, the employee did not take the stand but I shall return to this point in my analysis of the evidence and argument.
- 1.25 The employee submitted the statement referred to earlier and it served a dual purpose, explanation of the plea and mitigating circumstances. It is prudent to quote the statement in full;
- 1.26 *"On 2 February 2016 I received a letter from the Acting Group Executive Officer inviting me to make representations regarding why disciplinary action should not be instituted against me*

Disciplinary action is allegedly contemplated as a consequence of my purported failure to declare an outside interest in Cedar Point Trading 403 (Registration Number: M2011/007100/07)

I was initially required to make such representations by the close of business on 2 February 2016 however that deadline was subsequently extended to the close of business on 5 February 2016.

I have been unable to locate a prescribed form for such representations and accordingly I have relied on this document. I now proceed to set out my representations regarding the purported failure to disclose the aforesaid outside interest.

During 2014 I and colleague of mine, Mr. Itani Fanwell Tseisi, discussed purchasing an inactive shelf company (which we could later use to a business under). At the time, we had not yet determined what type of business we wanted to operate however I gave Mr. Tseisi the information necessary to commence the process.

Mr. Tseisi arranged for the purchase of Cedar Point Trading 403. I attach hereto and mark "JM1" a company search indicating that Mr. Tseisi and I were appointed as directors on 26 November 2014. For the reasons set out hereunder, I was not aware that Cedar Point Trading 403 had been purchased or the name allocated to it at that stage.

I pause to mention that I have previously disclosed my outside interests and I have disclosed all the gifts that I have been provided with. In this regard, I previously declared my interest in Khuwethu Strategic Solutions, a name reserved for a company which is not and has never operated as a business. I submit that the disclosure of Khuwethu Strategic Solutions indicates bona fides on my part.

When I was initially asked whether I had an interest in Cedar Point Trading 403 on 2 February 2016, I was unaware of whether the process of purchasing an inactive shelf company had been concluded or aware of the shelf company's name for the following reasons;

- I had not been directly involved in the purchase of Cedar Point Trading 403;*
- I had not known that the purchasing process in respect of Cedar Point Trading 403 had been concluded at that time;*
- Cedar Point Trading 403 constitutes a generic shelf company name and was not a name that either Mr. Tseisi or I selected. It was therefore unfamiliar to me.*

1.27 I only became aware that I had been registered as a director of Cedar Point Trading 403 after I was approached on 2 February 2016 and

M.D. JT

after I had received the invitation to make these representations which referred to the name of Cedar Point Trading 403. I became aware through a company search.

1.28 To date hereof, we have not established any business under the Cedar Point Trading 403 and accordingly we have not made use of Cedar Point Trading 403 in any manner or form whatsoever. In other words, Cedar Point Trading 403 is an inactive entity. In this regard the following is pertinent;

- Cedar Point Trading 403 makes no income and does not have a bank account.*
- Cedar Point Trading 403 does not submit tax returns (because it is not a business and has not fulfilled the requirements of a company in line with applicable laws and regulations.*
- Cedar Point Trading 403 has no employees.*

1.29 During 2015, I made an attempt to access the SAP Disclosures of Interest Portal in terms of the SABC's Manager User Guide. My intention was to check that I had made all the necessary disclosure in terms of the SABC Policy. As stated above, at that stage I was not aware that the purchase of a shelf company had been concluded.

1.30 The SAP Portal produced an error message and I was unable to access the system. A copy of the error report generated is attached hereto marked "JM2"

1.31 Consequently, I contacted the SABC's Compliance Unit and they informed me that the system was still faulty. At the beginning of 2016. I once again attempted to check that I had all the necessary disclosures of my various interests and once against the SAP Portal did not allow me to do so. A copy of the error report generated is attached hereto "JM3"

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I mention again that, at that stage, I was not aware of the process of purchasing the inactive shelf company had been concluded or the shelf company's name.

In any event Cedar Point Trading 403 is not in conflict with the SABC for the following reasons;

- Cedar Point Trading 403 does not operate any business whatever
- Cedar Point Trading 403 does not transact with the SABC (or anyone)
- Cedar Point Trading 403 does not compete with the SABC (or anyone)
- Cedar Point Trading 403 has not had an effect on the impartial judgment with regards to the SABC and/or its related activities.

- 1.33 In this regard, I make reference to clauses 3.3 and 3.4 of the SABC's Conflict of Interest Policy which provides as follows;

"It is not possible to enumerate all situations, which could constitute a conflict. The fact of each situation will determine whether the interest in question is such as to bring it within the area of potential conflict"

"Such facts would include the amount of business involved, the extent to which the Responsible Person would influence the SABC's decision with regard to the transaction and whether the interest is such a nature that it might affect the objectivity or the business judgment of the Responsible"

- 1.34 In light of the above factors and the fact that no business was or its being operated under Cedar Point Trading 403, I submit that it is evidently not in conflict with the SABC.



- 1.35 I further submit that I took appropriate steps to check that all the interests had been reported but I was prevented from doing so due to the non-operation of the SAP Portal
- 1.36 In light of my being unaware of the conclusion of the purchase of Cedar Point Trading 403 prior to 2 February 2016. I neither withheld the submission of a declaration of interest in Cedar Point trading 403 nor concealed any conflict of interest with the SABC. I have at all material times acted in a bona-fide manner in respect of making the relevant disclosures, as indicated by my attempts to use the SAP Portal.
- 1.37 In light of the above, I submit that there is no basis for any disciplinary proceedings to be instituted. My rights remain reserved

SUBMISSIONS

- 1.38 I indicated earlier that the parties supplemented their submissions in writing;

EMPLOYER

- 1.39 Ningiza for the employer submitted that the employee's statement dated the 5 February 2016 which served a dual purpose primarily dealt with three important contentions
- (a) the employee was not aware that he was a director of Cedar Point 403 until February 2016.
 - (b) the employee made attempts, without success, to log into the employer's SAP system with the intention to declare but the system gave him an error code.

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(c) even if he was aware of this directorship in Cedar Point Point 403, such did not create a conflict of interest because the company was not doing business. Mr. Welman the employee's representative also put the three points to the employer's witness Mr. Rawoot.

1.40 Ningiza stated that the employee's statement is, in all respects a statement of defence than a statement of mitigation and it was inconsistent with the employee's plea of guilty. For the purposes of mitigation the statement bears no value at all. His submission therefore was that the statement should be rejected.

1.41 Of utmost importance for the employer is that the employee's stance and his statement regarding the complaint against him is clearly disingenuous and/or dishonest.

1.42 Firstly, the employee wanted the employer to believe that for two years, he and his co-director and friend, never spoke about their company Cedar Point 403. The two directors work for the same organization at the same level; they attend the same meetings; they work in the same building and have always been friends. It can be assumed that they meet regularly even outside SABC. It is clearly impossible that the employee was not aware of his directorship in the company and thus his assertion to the contrary is misleading

1.43 Secondly and flowing from the above, the employee, according to him, wanted to declare during August 2015 but could not do so because the system was faulty. What did he want to declare if he was not aware that he was a director of a company?

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- 1.44 The employee did not address the above question either in his statement or through his attorney. The employers' submission is that this is untrue and is intended to mislead the employer.
- 1.44 Thirdly, the employee's attempts to advance a defense of lack of prejudice because the company did not do business with SABC. We submit that even if this was filed as a defence it would not succeed because it is irrelevant. The employee was not charged based on conflict of interest.

The employee's position and conduct

- 1.45 He was employed as Group Executive: Human Resource of the SABC. Our submission is that he, as the head of human resources is responsible for implementation of the employer's policies. It was also the testimony of Rawoot and it was not disputed. As a matter of fact, the employee wrote email on the 17 June 2014 instructing all SABC employees to declare. According to the email, failing to declare would be regarded as failure to obey "lawful instruction and/or dishonesty" and would attract "unpleasant" consequences. The view of the employer is that discipline should start from the top and senior employees should lead by example.
- 1.46 Therefore the injunction established by the email referred to above cannot be annulled when it has to apply to the Executives. Therefore there is no reason why Mr. Mabaso should not be viewed in same manner that he would not be viewed in same manner that he would view others; **dishonest**. Simply put, if this injunction applies to the four thousand employees at SABC, it must apply to Mr. Mabaso.

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M.D.

Remorse and false denial

- 1.47 While the employee pleaded guilty, in the same breadth, he seems to justify his conduct. It seems that the employee pleaded guilty only for the purposes of escaping a harsh penalty. As indicated herein above, clearly the employee does not see anything wrong in what he did. In legal terminology such conduct is categorized as lacking remorse. That being the case, there is reason to believe that the employee has propensity to commit the same offence. That should not be allowed.
- 1.48 Further the employee continues to falsely claim he was not aware of his directorship and advances this statement as a justification for non-disclosure. This cannot be true and it renders him untrustworthy.
- 1.49 Acknowledgment of wrong doing is the step towards rehabilitation. In the absence of a re-commitment to the employer's values, an employee cannot hope to re-establish the trust that he himself had broken.
- 1.50 **In De Beers Consolidated Mines LTD v CCMA & Others 2000 TLJ 105 LAC** *"Where, as in this case, an employee, over and above having committed an act of dishonesty falsely denies having done so, an employer would, particularly where a high degree of trust is reposed in an employee, be legitimately entitled to say to itself that the risk of continuing to employ the offender is unacceptably great".*
- 1.51 The above concerns directly impact on the trust upon which the employment relationship is found.

Consistency

- 1.52 Currently the employer is taking action against other 3 senior managers and two of these managers are at the same level as Mabaso. Of course each case will be dealt with according to its own merits. However this demonstrates the employer's commitment to eradicate wrong doing.
- 1.53 The employee's representative requested that they be furnished with a copy of arbitration award of one Leonard Manne, a former SABC employee. In that matter the CCMA for good reasons, adopted a strict approach to failing to declare. This award was handed in as evidence.
- 1.54 Also evidence was led and was not disputed that part of the problems facing the current Chief Executive Officer including allegations similar to the one the employee is facing.
- 1.55 Lastly the Labour Appeal Court confirmed the seriousness of failing to declare interests by employees in SABC v Lionel Ncala & Others the LAC emphasized the importance of declaration of interest irrespective of whether the entity is doing business or not. Dismissal was upheld.

Conclusion

- 1.56 Looking at the entirety of factors impacting on this case, in particular dishonesty and lack of remorse, the employee's conduct justify dismissal.
- 1.57 While there is no magic formula for determining when the relationship of employment is destroyed irretrievably, a clue in this case is to be found in the employee's general conduct despite his plea of guilty. In all probability, based on the employee's own submissions, he has

willfully breached the norms essential for the maintenance of a healthy employment relationship.

1.58 Most importantly the employee's continued false denial of wrong doing is seriously problematic. To continue to persist with a lie compromises the trust relationship. **Hoch v Mustek Electronics Pty LTD 2002 21 ILJ 365 (LC)**

1.59 In the premise, the totality of the circumstances of this case the position of the employee, his false denials and general dishonest conduct calls for dismissal. Anything short of that would be inappropriate.

EMPLOYEE


1.60 Welman for the employee submitted that the employee has been (sic) a loyal and meticulous servant for the past three years. The employee has also declared all past interests as can be seen from the employee's conduct since 2013.

1.61 The employee in the employee's plea explanation indicated that the only reason why the employee did not declare the interest in Cedar Point Trading 403 ("Cedar") was because the employee forgot that the employee applied to become a director of Cedar. This does not excuse the employee from the charge proffered against the employee by the employer. However in arguing mitigating circumstances the Chairperson has to take into account that the employee's actions, except for Cedar speak of an employee who does declare his interests.

1.62 We resubmit that this version does not excuse the employee from the charge as proffered against the employee by the employer, but merely presents a mitigating factor that needs to be taken into account by the Chairperson.

M.O. JT

- 1.63 We submit that the employee has a very good relationship with all the employee's colleagues, the unions and the SABC workforce overall.
- 1.64 The employee has professionally represented the SABC without any complaints from external or internal stakeholders. The employee has demonstrated the employee's loyalty and commitment in the goals of the SABC since joining the SABC in 2013.
- 1.65 The employee has also made a concerted effort to ensure that there is proper engagement and enforcement of ethical behavior in the SABC. An example of this can be found in the employer's bundle B p16. This document, as Mr. Rawoot, is a document that was drafted by the employee himself regarding the declaration of interest and employees' responsibility regarding same. This document speaks of an employee who knows and understands his responsibility with regards to declaration of interest and tries to ensure that fellow employees also take responsibility in this regard.
- 1.66 The document further confirms an important reason why the employee pleaded guilty to the charge as proffered against the employee by the employer. The employee takes responsibility for his actions in pleading guilty although his actions with regards to not declaring his interests in Cedar can only be described as an oversight. There was absolutely no deliberate intention by the employee to withhold the declaration from the employer.
- 1.67 The employee by pleading guilty to the charge admitted that the employee made a mistake, but the Chairperson has to realize that mistakes do happen and people are fallible. The employee is and has always been a person of honest intentions. This mistake by the employee should not and cannot be construed as a dishonest act. It

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was merely a mistake by an honest employee who now repented for said mistake and would like to continue with his service towards the employer.

- 1.68 The employee also convinced the board and EXCO members to first educate and/or socialize the declaration of interests program to fellow employees, before the employer began taking action against the employees. The employee was involved in organizing workshops to educate and create awareness amongst the employers employee's and doing so, has always demonstrated the employee's support towards the declaration on interest and ethical culture in the employer (sic)
- 1.69 The Chairperson also should consider if the misconduct of the employee has irreparably broken the trust relationship. We submit that an employer relying on irreparable damage to the employment relationship to justify a dismissal should lead evidence to that effect, unless the conclusion that the trust relationship has been broken is apparent from the nature of the offence.
- 1.70 The employee submitted a plea explanation in the form of the written representations made by the employee on the 05 February 2016. These representations are contained in p9-12 bundle B. The Chairperson has to keep in mind that this document was prepared by the employee (without legal advice) in response to the employer's question regarding whether the employee should be suspended or not prior to this disciplinary hearing. The Chairperson thus has to allow a certain leeway in the interpretation of the employee's representation as same was submitted as a plea explanation.
- 1.71 The employee pleaded guilty to the charge as proffered by the employer. We submit that the said charge contains no elements of dishonest conduct by the employee. In the employee's plea

explanation does not admit any dishonest or fraudulent conduct. The employee merely admits the employee knew the employee should have declared the employee's interest in Cedar. Reasons were advanced for the employee's conduct in this regard on 05 February 2016, but subsequently the employee has realized that these explanations cannot excuse the employee's conduct. The employee thus pleaded guilty to the charge as proffered by the employer. The fact that the employee pleaded guilty to the charge shows that the employee contravened a rule and furthermore shows that has remorse for committing the said transgression. The employee had no dishonest intention and also did not plead guilty to any dishonest intention in this regard. The employee accepts that the employee made a mistake and that the employee will correct the employee's behavior in this regard as can be seen from the employee's actions when the employee declared the employee's interest in Cedar in 2016.

- 1.72 The employee also referred to the case of Tokwe v SABC a Labour Court decision where an employee was charged with **Charge 1**

"It is alleged that you failed to comply with the duties of your service contract, indicating a breach thereof in that you failed to disclose your business interest in the company registered as Sivini Express CC as required by your terms and conditions of your employment".

- 1.73 **Charge 2**

"It is alleged that you used the property of the SABC for private purposes without permission in that you solicited work for a company in which you have a business interest that you have not declared in terms of your employment contract"

- 1.74 The employee was found guilty of the second charge and not guilty of the first charge. It appears that the employee was aggrieved and she

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referred a dispute to the Commission for Conciliation, Mediation and Arbitration. The Commissioner found that the dismissal of the employee was substantively fair.

- 1.75 Again dissatisfied the employee the award on review and the Court made the following finding

"It is however clear from the reading of the Commissioner's award that his inquiry focused only on the existence of the rule, its reasonableness and whether it had been contravened by the employee. Accordingly, the Commissioner failed to appreciate that his inquiry should have been extended to having to determine whether or not the dismissal was an appropriate sanction having regard to the totality of the circumstances of this case. Had he applied his mind to the fairness of the sanction, the Commissioner ought to have found that the dismissal was not an appropriate sanction. In failing to conduct the inquiry into the appropriateness of the sanction the Commissioner committed a gross irregularity, which resulted in his award failing the reasonable standard set out in Sidumo v Rustenburg Platinum Mine Ltd (2007) 28 ILJ 2405 (CC)"

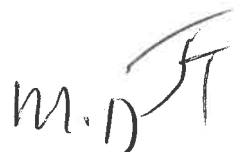
- 1.76 Welman submitted that the facts of the Tokwe case were similar to what was presented during the disciplinary hearing. He also referred to other case buttressing the standard of reasonableness such as Fidelity Cash Management Services v CCMA & Others [2008] 3 BLLR 197 (LAC).

- 1.77 Welman further submitted that the judgment applied directly to the facts of this case. The employee made a mistake in not declaring the employee's interest in Cedar. The employee admitted guilt on this charge and neither the charge nor the evidence presented to the Chairperson speaks of a dishonest intention by the employee. It therefore stands to reason that in terms of the above case law above,

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dismissal as argued for by the employee's attorney, will not be an appropriate sanction for the chairperson to consider in this disciplinary hearing.

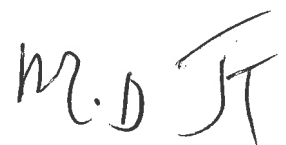
- 1.78 In response to the submissions of the employer, the employee denied that the statement dated the 05 February 2016 can only be a statement of defence. The employee made a statement in response to the intention of the employer to "suspend" him (sic). The facts remain the same but the employee now realized these facts do not provide the employee with a reasonable explanation for the employee's failure to declare the employee's interest in Cedar.
- 1.79 The statement served as mitigation because the employee was honest with the employer as a result the statement should not be rejected.
- 1.80 The charge did not involve an element of dishonesty and to suggest others was disingenuous and/or dishonest. The attorney for the employer was trying to bring a new charge through argument.
- 1.81 There was no evidence presented that the employee and Tseisi were friends and they met on a regular basis at the SABC. There was no evidence presented to contradict the version of the employee in the statement.
- 1.82 The employee wanted to declare what he knew at the time and trying to do so was frustrated by the system which had faults as stated by the witness for the employer Mr. Rawoot.
- 1.83 The employee did not advance a defence but mitigation factors which should be taken into account. Furthermore the employer did not suffer any prejudice as a result of the failure of the employee to declare in Cedar.

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- 1.84 The employee expressed remorse by pleading guilty to the charge and not the opposite. He was also aware that his conduct was not an excuse for his actions but he had an explanation for his actions.
- 1.85 The employee denies that the LAC judgment **In De Beers Consolidated Mines LTD v CCMA & Others 2000 TLJ 105 LAC** was relevant because the dishonesty was proven by the employer.

ANALYSIS

- 1.86 The applicant was charged **"You have been an active member of a company called Cedar Point Trading 403 since November 2014 and you have failed to declare your interest and/or involvement in the said company as required by the declaration policy of the South African Broadcasting Corporation SOC Ltd" (your employer)**
- 1.87 The employee pleaded guilty to the charge and effectively the merits of the matter were not in dispute because of the plea of guilty. What stood to be determined therefore was whether what would be the appropriate sanction after considering aggravating and mitigating factors and the totality of the factors relating to this matter.
- 1.88 The employer argued that the transgression of the employee was very serious, the statement he presented as an explanation of the plea and mitigation circumstances should be rejected because effectively the employee tried to offer a defence.
- 1.89 It is not my intention to turn a disciplinary hearing into a criminal trial however it is an established principle that an employee who pleads guilty to a charge must do so knowingly, voluntarily and intelligently. The employee was represented. It is common cause that Mr. Welman



represented the employee and I made certain observations before accepting the plea of guilty. It is apparent that the employee gave specific instructions to Welman and acting on his advice he pleaded guilty to the charge.

1.90 The employee submitted into the record a statement dated the 05 February 2016 which served a dual purpose, as an explanation of the plea and mitigating circumstances.

1.91 It is trite that following a plea of guilty the employee was supposed to set out the facts which he admits and on which he has pleaded guilty. The purpose is to satisfy the disciplinary hearing that he indeed committed the offence and there was a factual basis supporting the plea of guilty.

1.92 A closer inspection of the statement the employee tendered revealed the following;

- *Although he provided his colleague with the necessary information to commence the process of purchasing an inactive shelf company. He was however not aware that he was registered as a Director of Cedar.*
- *During 2015 he made an attempt to access the SAP Disclosures of Interest Portal in terms of the SABC Manager User guide. His intention was to check that he had made all the necessary disclosures in terms of the SABC Policy. As stated he was not aware that the purchase of a shelf company had been concluded.*

The SAP Portal produced an error message and he was unable to access the system.

The employee contacted the compliance Unit and he was informed that the system was still faulty. In 2016 he again made the attempt to make all the necessary disclosures of his various interests and once again the SAP did not allow him to do so.

- 1.93 On the assertion that the employee was not aware that he is registered as a director of Cedar, the legal duty to disclose would not arise. Therefore the pertinent question is what was the employee pleading guilty to if he was under no obligation to disclose any interest?
- 1.94 It is also trite that unless one gives express consent to act as a director as clearly evidenced by form CM27 issued in terms of the Companies Act No 71 of 2008 (Consent, Declaration and Undertaking to Act a Director) the first paragraph states "*I the **undersigned**, hereby consent to my appointment as a director of the above named company and certify that I am not disqualified from being or ineligible to become a director in terms of section of section 69 of the Companies Act, No 71 2008*".
- 1.95 The second explanation that the SAP Disclosure of Interest Portal was faulty defies logic and is unrelated to the issue at hand. The employee accessed the system to check whether he had made all the necessary disclosures not to make a disclosure in relation to Cedar because if at the time he was not aware that he was a director.
- 1.96 Having advanced the above explanation the employee went on a comprehensive explanation that Cedar did not operate any business, did not transact with SABC, did not compete with SABC, and did not have any impact on his impartiality.

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- 1.97 The explanation above merely demonstrates the employee's intimate knowledge of Cedar. It is mind boggling that the employee was not affronted by his colleague's conduct to register him as a director without his consent. The only logical explanation is that he was fully aware of his status as director.
- 1.98 The employee further displayed his understanding of the Conflict of Interest Policy and that the activities of Cedar did not in any way violate the said policy.
- 1.99 It should not be noted that the employee pleaded guilty to failure to disclose an interest. The charge did not take it beyond that point as a result reference to the Conflict of Interest Policy was irrelevant.
- 1.100 There is clearly a disjuncture between the plea of guilty and the explanation and the facts that the employee sought to present in support of the plea.

The statement as mitigating factors

- 1.101 Item 3(5) of Schedule 8 of the Labour Relations Act 66 of 1985 as amended states *"When deciding whether or not to impose the penalty of dismissal, the employer should in addition to the gravity of the misconduct consider factors such as the employee's circumstances (including length of service, previous, disciplinary record and personal circumstances) the nature of the job and the circumstances of the infringement itself"*.
- 1.102 It appears that the employee was suggesting that lack of knowledge about his status as a director was a mitigating factor. It is classical case of twisted logic and moreover the so-called lack of knowledge was fraught with inconsistencies. The same applied to the second part of

M.D. JT

the explanation that the system had an error. Therefore the statement the statement does not pass muster in so far as mitigating factors were concerned.

1.103 In the supplementary submissions in writing it was argued that the employee has been a loyal and meticulous servant, he has a clean disciplinary record and declared all past interests from 2013.

1.104 The employee also referred to the decision of Tokwe and SABC and argued that the facts are similar to the present matter. The Tokwe decision was distinguishable from the employee's situation because of the following reasons. When called upon to explain her involvement Tokwe admitted that she was indeed a member of the company, the same cannot be said about the employee. The employee was an Executive HR responsible for HR policies and driving the disclosure process. He was obliged to lead by example having placed the employees of the employer on terms at some point.

APPROPRIATE SANCTION

1.105 It was argued on behalf of the employee that he pleaded guilty to the charge and considering that he "made a mistake" by not disclosing his involvement with Cedar, dismissal would not be the appropriate sanction. The submission is different from what was said earlier that he was not aware that he is director of Cedar and not that he made a mistake.

1.106 The employee clearly did not act with the necessary fiduciary duty, as required law, especially having regard to his position, status and seniority and the interest of the employer he was required to serve.

M. D. JT

- 1.107 In *Sappi Novoboard (Pty) v Bolleurs* (1998) 19 ILJ 784 (LAC) at par 7 where it was held as follows *"It is an implied term of the contract of employment that the employee will act with good faith towards his employer and that he will serve his employer honestly and faithfully: Pearce v Foster and Others (1886) QB 356 at 359"*.
- 1.108 In *Premier Medical and Industrial Equipment Ltd v Winkler* 1971 (3) SA 866 (W) at 867H it was held *"The duty which an employee owes his employer is a fiduciary one which involves an obligation not to work against his master's interest"*
- 1.109 In *Gerry Bouwer Motors (Pty) Ltd v Preller* it was said at 133: *"I do not think it can be contended that where a servant is guilty of conduct inconsistent with good faith and fidelity and which amounts to unfaithfulness towards his employer the latter is entitled to dismiss him"*
- 1.110 Rawoot testified that the employee was the custodian of HR policies, he (the employee) made it clear that failure to disclose an interest will be regarded as refusal to carry out a lawful instruction and/or dishonesty. However he did not follow his own example by doing the same. As a result the employer could not trust the employee under those circumstances.
- 1.111 Welman for the employee tried to make capital out of this issue and put it to Rawoot that the employee was not charged with dishonesty. It is indeed correct that the employee did not plead guilty to a charge of dishonesty but Rawoot was merely demonstrating that the employee in his words said failure to comply will lead to unpleasant consequences.
- 1.112 The employee was encapsulating the attitude of the employer and clearly appreciated the seriousness of non-disclosure

1.113 The offence that the employee pleaded guilty was serious and the mitigating factors were outweighed by the seriousness of the offence and the overwhelming aggravating factors.

1.113 Consequently I make the following recommendation

RECOMMENDATION

- (a) I hereby recommend that the services of the employee be terminated forthwith.
- (b) The employee may refer a dispute to the CCMA within 30 days after the termination of his services

Dated at Brackenhurst on this day the 15 June 2016.

Motlatsi Phala (Adv)
Chairperson

M.D
JT

MEMORANDUM OF AGREEMENT

ENTERED INTO BETWEEN

JABULANI MABASO

("Employee")

AND

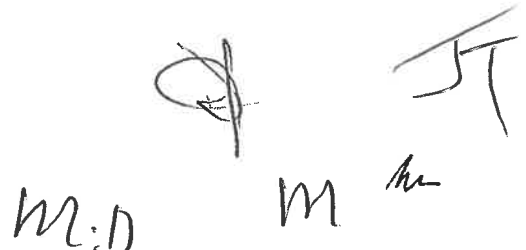
THE SOUTH AFRICAN BROADCASTING CORPORATION SOC LIMITED

("Employer")

MUTUAL SEPARATION AGREEMENT

1. The parties hereto have agreed to mutually terminate the employment relationship on the terms and conditions recorded hereunder:

1.1. The Employee agrees that upon signing of this agreement he shall not proceed with any and all past, present or future claims,


M.D. M JT

such a tax directive. The Employee undertakes to do all that may be necessary to enable the Employer to obtain such a tax directive.

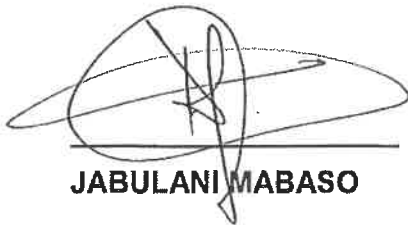
2. The terms and conditions of this agreement shall be in full and final settlement of any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation against the Employer which the Employee now has, or which may hereafter accrue or otherwise be acquired by Employee, on account of, or in any way flowing from the termination of the employment relationship or any issue resulting from the employment relationship between the parties.
3. No variation, modification or waiver of any of the provisions of this agreement or consent to any departure there from shall in any manner be of any force or effect unless confirmed in writing and signed by the parties and such variation, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.
4. No failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred on such party in terms of this agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such power or right preclude any other or further


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jointly, if necessary, take all reasonable and lawful steps possible to prevent the disclosure;

Thus done and signed at Ruimsig on this 21 day of JUNE 2016 in the presence of the undersigned witnesses.



JABULANI MABASO

WITNESSESS

1. _____

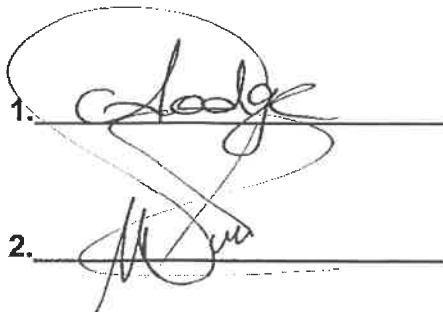
2. _____

Thus done and signed at Auckland Park on this 21 day of June 2016 in the presence of the undersigned witnesses.



**FOR AND ON BEHALF OF THE
SABC SOC LTD**

WITNESSESS



1. _____

2. _____

m.j. JT

JT 012



Group Executive Human Capital Services
Radio Park, Henley Road
Auckland Park, 2094
Private Bag X1, Auckland Park, 2006
Johannesburg, Gauteng, South Africa
Tel +27 11 714-4711, Fax +27 11 714-4820
www.sabc.co.za

20 MARCH 2012

Mrs. CHARLOTTE MAMPANE

Group Executive

SABC

JOHANNESBURG

Dear Mrs. Mampane

RE : SABC / MAMPANE

1. The above matter has reference.
2. As you are aware, you are employed by the SABC on a fixed term basis and your fixed term contract of employment with the SABC will expire by effluxion of time on 31 October 2013.
3. The SABC will not be renewing or extending your fixed term contract of employment.
4. Please note that the SABC has, in terms of its prerogative, resolved to waive its right to the provision of services and/or rendition of work by you to it for the remaining term of your fixed term contract of employment. Accordingly, with effect from 20 March 2012, you shall not be required to enter the premises of the SABC and/or attend work and/or provide services to the SABC and the SABC will be under no obligation to and it will therefore not, provide or assign any work or services to you.

South African Broadcasting Corporation Limited SOC: Registration Number: 2003/023915/06
Non-Executive Directors: Dr Ben Ngubane (Chairperson); Mr Thami ka Plaatjie (Deputy-Chairperson)
Mr Sembie Danana; Mr Cedric Gina; Mr Desmond Golding; Prof Philippa Green; Advocate Cawe Mahlali; Dr Patricia Makhesha; Mr Clifford Motsepe;
Mr Lumko Mtimde; Ms Clare O'Neil; Ms Suzanne Vos
Executive Directors: Ms Lulama Mokhobo (Group Chief Executive Officer) Ms Gugu Pride Duda (Chief Financial Officer)
Mr Hlaudi Motsoeneng (Acting Chief Operations Officer)
Acting Company Secretary: Ms Jane Mbatia

M.D. JT

5. Subject to paragraph 6 & 7 below, the SABC will, in relation to the Remaining Contract Period, pay you the following:
 - Remuneration as provided for in your fixed term contract of employment, payable as a once off lump-sum; and
 - Payment in lieu of accrued annual leave, if any.
6. The SABC will, within the next 5 (five) business days following the date of this letter, apply for a tax directive from the South African Revenue Services ("SARS") for the amount of tax to be deducted from the abovementioned payments. Kindly, when requested to do so by the SABC, furnish such information as the SABC may require for purposes of applying for the abovementioned tax directive.
7. The SABC will deduct and/or set-off from the amounts due to you, the value of any outstanding loans and/or debts that are repayable and/or due to the SABC.
8. The SABC will make payment of the aforementioned amounts (less the tax as per stipulation in terms of the abovementioned tax directive and loans/debts) within 10 (ten) business days of receipt of the tax directive from SARS into your banking account as per the SABC's records.
9. Because the SABC is discharging its full payment obligations to you upfront, you will, from 23 March 2012, be responsible for your own pension fund and medical aid arrangements. The SABC will inform the administrators of the pension fund and medical aid scheme in which you and the SABC participate of the relevant terms of this letter for the necessary adjustments to be made. Kindly cooperate with any requests that you may receive from the SABC and/or the administrations of the pension fund and/or medical aid scheme in this regard.

M.D. 5



10. In light of paragraph 4 above, you will no longer require use of or access to the SABC's property, premises and assets. Please handover all SABC property and assets back to the SABC on 22 March 2012 prior to departing the SABC premises. This includes your access card, medical aid card, laptop computer and 3 G card, etc.
11. Please note that the provisions relating to confidentiality in your fixed term contract of employment are and remain applicable. We request that you comply therewith, which includes keeping this letter and the terms contained herein confidential.
12. We would like to take this opportunity to wish you everything of the best in your future endeavors.

Please do not hesitate to contact us if you have any queries in this regard.

Yours faithfully



THABISO LESALA

17096
GROUP EXECUTIVE: HUMAN CAPITAL SERVICE

M.D. JT



Total Cost to Company Information

Name	Ms TCC Mampane
Position	GE : Office Of The GGCE & Regions
Scale	115
Start Date	01-Oct-96
Date of Birth	12-Oct-58
Contract Period	01 November 2008 - 31 October 2013
Months Remaining	20 Months

Item	Annual Amount	Monthly Amount
Basic Salary	1 694 256.00	141 188.00
Car Allowance	168 000.00	14 000.00
Housing Allowance	20 400.00	1 700.00
Other Allowances	168 676.56	14 056.38
Pension Fund	237 196.08	19 766.34
Medical Aid	37 389.60	3 115.80
Group Life	17 403.48	1 450.29
Total Cost to Company	2 343 321.72	195 276.81

Potential Settlement

1 Month Total Cost to Company	195 276.81
1 Year Total Cost to Company	2 343 321.72
Remainder of Contract	3 905 536.20

W.D. 
20 March 2012, Confidential

JT013

**CERTIFICATE OF OUTCOME OF DISPUTE
REFERRED TO CONCILIATION**

CASE NUMBER: GA 5811008-12

I certify that the dispute between

CHARLOTTE MAM PAME
(referring party)

And

SABC LTD
(other party/parties)Referred to conciliation on / condonation granted on: 19-4-2012 (insert date)**Concerning**

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Unfair Dismissal | <input type="checkbox"/> Organisational Rights | <input type="checkbox"/> Severance Pay |
| <input type="checkbox"/> Mutual Interests | <input type="checkbox"/> Unfair Discrimination | <input type="checkbox"/> Unfair Labour Practice |

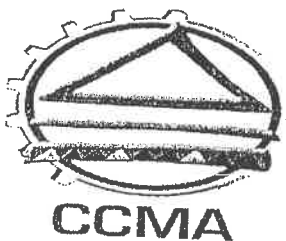
And relates to

- | | | |
|---|---|---------------------------------------|
| <input type="checkbox"/> Misconduct | <input type="checkbox"/> Interpretation & Application | <input type="checkbox"/> Entitlement |
| <input type="checkbox"/> Reason Unknown | <input type="checkbox"/> Operational Requirements | <input type="checkbox"/> S186(2) () |
| <input type="checkbox"/> Incapacity: Ill Health | <input type="checkbox"/> Poor Work Performance | <input type="checkbox"/> Constructive |
- ☒ S186(1)(a) Termination of Contract

Condonation:☐ Granted☒ Not Applicable☐ was resolved on the _____ or ☒ remains unresolved as at _____

If this dispute remains unresolved, it can be referred to:

- | | | | |
|--|---------------------------------------|-------------------------------|---|
| <input checked="" type="checkbox"/> CCMA Arbitration | <input type="checkbox"/> Labour Court | <input type="checkbox"/> None | <input type="checkbox"/> Strike / Lockout |
|--|---------------------------------------|-------------------------------|---|



Official stamp of the CCMA

Name of Commissioner (Please Print)

Signature of Commissioner

Place

Date

31-5-2012

JT014



Office of the Chairman: SABC Board
28th Floor, Radio Park, Henley Road
Auckland Park, 2094
Private Bag X1, Auckland Park, 2006
Johannesburg, Gauteng, South Africa
Tel +27 11 714-3786/ 2400, Fax +27 11 714-
2404
www.sabc.co.za

15 April 2019

Ms TCC Mampane

Email: mampane@gmail.com

Dear Ms Mampane

RE: SABC APOLOGY

The SABC is currently on a process of renewal and rehabilitation. We are dealing with the past legacy of complete disregard for and collapse of governance processes. Included in this process is compliance with remedial action as prescribed in the Public Protector's report of 2013/2014 on the SABC.

The SABC would like to convey its profuse apologies to you, as a former executive of the corporation, who was subjected to malpractices as described in the Public Protector's report. We are conscious of the adverse findings made by the Public Protector against some of the former SABC Directors and management and we hereby affirm that most of the malpractices have already been addressed.

We, however, emphasise that a consistent review of a number of practices continues, in our quest to ensuring that the SABC becomes a public entity all of us can be proud of.

Yours faithfully

Mr B E Makhathini
SABC Board Chairperson

JT015

MR SIPHO MASINGA: GROUP EXECUTIVE, TECHNOLOGY

ALLEGATIONS OF GROSS MISCONDUCT AND/OR GROSS INCOMPETENCE

CHARGE 1: STUDIO 6 INSURANCE CLAIM:

SUMMARY OF MATERIAL FACTS

1. On 13 June 2012, a fire destroyed Studio 6 at Henley and caused damage to surrounding property.
2. The SABC, through the office of the Manager: Insurance, lodged a claim against the insurers.
3. ISF Services proposed to the SABC and insurers that the insurance claim be settled by way of reinstatement of Studio 6 and the surrounding areas.
4. On 15 August 2012, the loss adjusters, Crawford Global Loss Adjustors, agreed to reinstate Studio 6 a.
5. On 17 August 2012, you rejected the reinstatement proposal through the Steering Committee that you had established under the leadership of Mr Jan Swanevelder.
6. On 23 May 2013, the Steering Committee that you had established under the leadership of Mr Jan Swanevelder accepted the reinstatement option.
7. On 31 May 2013 and at your instance and on your instructions, the Steering Committee opted for a cash settlement.



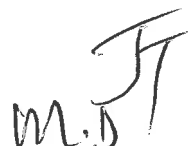
8. On 5 July 2013, you instructed Mr Swanevelder to prepare a submission to Group Exco in support of a cash settlement in respect of the insurance claim for the damage caused to Studio 6 and its surrounds.
9. On 17 July 2013 and 18 September 2013, the Manager: Insurance and the General Manager: Treasury, advised you and the Steering Committee against opting for a cash settlement and instead, advised that the SABC should opt for reinstatement.
10. On or about 4 October 2013 , you submitted or caused to be submitted to the Group Executive Committee a submission recommending that the SABC accept cash in lieu of reinstatement from the insurers, which was not signed and supported by the Manager: Insurance;
11. On 30 October 2013, the SABC Group Exco resolved to opt for the reinstatement of Studio 6 and to seek the approval of the Board Acquisitions Committee and the full Board.
12. On 3 November 2014 and acting on the advice of the Manager: Insurance, and the SABC Insurance Brokers, Group Exco agreed and resolved to opt for the least risky solution for the Henley Studios Fire Damage Insurance Claim and appointed a task team to advise it in this regard. In December 2014, the task team advised the SABC to opt for full reinstatement at the least risky solution and the SABC Insurance Brokers advised the insurers accordingly.
13. On 27 February 2015, the insurers, through their loss adjustors, informed the SABC that they would not reinstate Studio 6 as the SABC had elected to opt for cash in lieu of reinstatement, based on the Group Exco resolution of 30 October 2013, which had been adopted at your special instance and request. They offered the SABC an all inclusive cash settlement amount of R94 606 445.82, as oppose to the estimated R243 555 888.22 cost of actual reinstatement.



GROSS MISCONDUCT AND/OR GROSS INCOMPETENCE

14. It is alleged that you are guilty of gross misconduct, gross dishonesty and gross incompetence in that:

- 14.1 In contravention of the express provisions of the Delegation of Authority Framework, you submitted a proposal which was accepted by Group Exco on 14 October 2013 for the cash settlement of the Studio 6 insurance claim, when such a recommendation had to be made and supported by the Manager: Insurance, who did not sign the submission nor supported it;
- 14.2 In recommending to Group Exco that the SABC should opt for a cash settlement, you acted in a dishonest manner by not disclosing the fact that the Manager: Insurance, and General Manager: Treasury and Insurance, had advised against a cash settlement and advised the SABC to opt for reinstatement of Studio 6;
- 14.3 In recommending to Group Exco that the SABC should opt for a cash settlement, you acted to the financial prejudice or potential financial prejudice of the SABC as the insurers have, on the strength of that option, refused to further consider the reinstatement of Studio 6;
- 14.4 In recommending to Group Exco that the SABC should opt for a cash settlement, you acted to the financial prejudice or potential financial prejudice of the SABC as the amount being offered by the insurers to settle the claim is insufficient or likely to be insufficient to pay for the full reinstatement of Studio 6 and its surrounds;
- 14.5 On 4 February 2014 you falsely and dishonestly stated in an email addressed to Carina Theron that Group Exco had authorised a cash

A handwritten signature in black ink, appearing to be 'M. J. T.' or similar, located at the bottom right of the page.

settlement on 14 October 2013, when you knew or reasonably ought to have known that such statement was false;

- 14.6 The SABC has had to incur the costs of hiring studio facilities for the production of Isidingo due to the delay in finalising the claim, a delay which is due to your gross incompetence, negligence and general dilatoriness and one which could potentially have been avoided by opting for reinstatement as opposed to a cash settlement;
- 14.7 You did not act with reasonable expeditiousness, haste, diligence and care in the processing of the insurance claim arising from the damage to Studio 6 and its surrounds with the result that the insurers have stated their intentions not to reinstate Studio for that reason; and
- 14.8 You did not act with reasonable expeditiousness, haste, diligence and care in the processing of the insurance claim arising from the damage to Studio 6 and its surrounds with the result that a period of 24 months within which the claim is required to be settled in terms of clause 2(b) of the General Conditions of the insurance policy expired on 12 June 2014 without the claim being finalised. As a result, the SABC faces the risk of the insurers repudiating the claim in its entirety, which will result in significant financial loss to the SABC, the amount of which still has to be quantified.

CHARGE 2: SABC EMAIL SERVICES INTERRUPTION ON 3 OCTOBER 2014

Summary of material facts

15. On 3 October 2014 and during the installation of an upgraded Hitachi Unified Storage (HUS) by Hitachi engineers, a power surge occurred which knocked out the SABC DTT UPS.

M.D. JT

16. As a result of the power surge, the SABC email service was interrupted and rendered wholly, alternatively, partially inoperative.
17. In addition, the power surge caused a power failure which led to an interruption in SABC broadcast services on Top TV and IPTV.
18. The interruption in broadcast services lasted for approximately 20 minutes, between 12h40 and 13h00.

GROSS MISCONDUCT AND/OR GROSS INCOMPETENCE

19. It is alleged that you are guilty of gross misconduct and/or gross incompetence in relation to the above in that:
 - 19.1 You misrepresented to the SABC that sufficient disaster recovery and business continuity plans were in place to deal with disasters such as those resulting from a power interruption or failure or other disasters when in fact and in truth:
 - 19.2 such plans were not in place and/or sufficient as the SABC email system was down from 12h40 on 3 October 2014 until 07h23 on 5 October 2-14 before the system was fully restored and rendered operational, which disrupted, amongst others, SABC news gathering and dissemination due the unavailability of email services;
 - 19.3 such plans were not in place and/or sufficient as the broadcast services were interrupted on Top TV and IPTV for at least 20 minutes, when it had been represented to the SABC that such interruptions would last for not more than 2 minutes.

As a result of the above interruptions, the SABC suffered operational, financial and reputational damage.

JT
M.D

CHARGE 3: SABC BROADCAST INTERRUPTIONS ON 4, 5 AND 19 OCTOBER 2014

Summary of material facts

20. On 4 October 2014 and at approximately 11h55, the SABC Uninterrupted Power Supply (UPS) was lost as a result of “dirty” power being fed into the system by City Power. As a result of switch gear failure, the UPS batteries were the sole power provider for a period of approximately 20 minutes and when they shut down, there was a complete loss of power to Henley and the Television and News centres, resulting in the loss of broadcast services on SABC 1, 2 and 3, and the loss of these channels on other platforms, such as Top TV and DSTV.
21. On 4 October 2014 and following the loss of broadcast services at 11h55, Sentech only played standby material from 12h30, some 35 minutes later, instead of approximately 2 minutes after the interruption as anticipated by the standard operating procedures agreed to between the SABC and Sentech. Normal broadcasting of services on SABC was restored at 12h30 whereas the SABC News Channel on DSTV was only restored at 13h30 of the same date.
22. On 5 October 2014, and at approximately 16h50, the SABC Uninterrupted Power Supply (UPS) was again lost. This resulted in the loss of broadcast services on SABC 1, 2 and 3 from 16h50 until 17h20 when Sentech started playing stand by material with full broadcast services only restored at 17h50, albeit with erratic content and green flashes on the screens.
23. On 19 October 2014, and at approximately 05h30, the SABC Uninterrupted Power Supply (UPS) was again lost. This resulted in the loss of broadcast services on SABC 1, 2 and 3, and SABC News Channel on DSTV from 05h50 until full restoration thereof at 07h55. The News Production System, Quantel, was only fully restored at 11h15.

GROSS MISCONDUCT AND/OR GROSS INCOMPETENCE

24. It is alleged that you are guilty of gross misconduct and/or gross incompetence in that:

24.1 you misrepresented to the SABC that sufficient disaster recovery and business continuity plans were in place to deal with disasters such as those resulting from a power interruption or failure or other disasters when in fact and in truth:

24.2 such plans were not in place and/or were insufficient as the SABC broadcast services were interrupted for more than:

24.2.1 35 minutes on 4 October 2014;

24.2.2 60 minutes on 5 October 2014; and

24.2.3 120 minutes on 19 October 2014.

25. the standard operating procedures as arranged with Sentech were inadequate and resulted in delays of up to 20 minutes before standby material was played on the days when broadcasting was interrupted;

26. there was no early warning system in place to alert the SABC when the UPS was running on batteries only for more than five minutes to enable the SABC to take initiate remedial measures before the batteries are exhausted and broadcasting interrupted; and

27. there was no contingency plan in place to cater for broadcast interruptions on the DSTV and other digital platform

As a result of the above interruptions, the SABC suffered operational, financial and reputational damage.

Handwritten signature in black ink, appearing to be 'JT' over 'M.D.'

CHARGE 4: GROSS MISCONDUCT AND/OR GROSS INCOMPETENCE

You failed and/or neglected to comply with an instruction from the SABC Audit Committee given to you on 29 July 2013 that the Technology Division should:

28. prepare and submit a comprehensive report regarding the status of the SABC's Information Technology Systems, which was to include mitigating factors in cases of business interruptions; and
29. take interim measures to prevent information systems from crashing whilst the process of procuring new ones was in progress.
30. The 2013-16 Technology Strategy presented to the SABC Interim Board was poorly conceived and inadequate as it did not provide for a full and detailed disaster recovery and business continuity strategy and plan, as evidenced by the events between 3 and 19 October 2014 as set out in charges 2 and 3 above, even though such risk had been previously been identified and brought to your attention to address through the SABC Risk Management System and tool (CURA) as being a top 10 major risk with an extreme impact on the SABC.

INITIATOR

I herewith acknowledge receipt of this letter.

Handwritten signature in black ink, appearing to be 'JF' over 'MLD'.

MR SIPHO MASINGA

DATE

WITNESS

DATE

JT
M.D

JT016



Office of the Group Chief Executive Officer (Acting)
Radio Park cnr Artillery and Henley Roads Auckland Park 2092
Private BagX1 Auckland Park 2006 Johannesburg Gauteng South
Africa
Tel +27-11-714 2265 Fax +27-11-714 2764

24 June 2015

Mr S M Masinga
GE: Technology

c/o TMA Attorneys
2nd Floor West Tower
Nelson Mandela Square
Maude Street
Sandton
2196

Email address: thabang@thabisomaseko.co.za

Dear Mr Masinga,

TERMINATION OF YOUR FIXED TERM EXECUTIVE SERVICE AGREEMENT

It has come to the attention of the South African Broadcasting Corporation SOC Limited ("the SABC") that, contrary to the provisions of your contract of employment read together with the SABC's Personnel Regulations and the Disciplinary Code and Procedure, you have without the required disclosure and/or the permission of the SABC, directly or indirectly caused yourself to have an interest in another business thereby causing a conflict of interest to develop in relation to your duties in terms of your contract of employment with the SABC. This has resulted in the SABC losing

JT

W.D

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confidence and/or trust in you. This is compounded by the conduct you displayed in relation to the loss you caused the SABC to suffer in relation to an insurance claim which was due to it when its studios were burnt down in 2012. Consequently, the SABC hereby terminates your employment with immediate effect

You are required to return all the company's assets in your possession to the SABC with immediate effect.



JAMES AGUMA
ACTING GROUP CHIEF EXECUTIVE



IN THE HIGH COURT OF SOUTH AFRICA
(WESTERN CAPE DIVISION, CAPE TOWN)

CASE NO: 10721/15

In the matter between

SIPHOKUHLE MDUMISE MASINGA

Applicant

And

THE MINISTER OF COMMUNICATIONS

First Respondent

**THE SOUTH AFRICAN BROADCASTING
CORPORATION SOC LIMITED**

Second Respondent

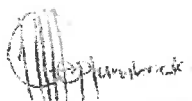
**THE CHAIRPERSON: PROFESSOR
MBULAHENI OBERT MAGUVHE N.O**
(representing the BOARD OF THE SOUTH AFRICAN
BROADCASTING CORPORATION SOC LIMITED)



Third Respondent

HLAUDI GEORGE MOTSOENENG
THE CHIEF OPERATIONS OFFICER OF THE
SOUTH AFRICAN BROADCASTING
CORPORATION SOC LIMITED

Fourth Respondent

SETTLEMENT AGREEMENT


MBULU NEPHUMBAGA
HEAD OF LEGAL SERVICES


M.D.

SM



1. Introduction

- 1.1 During June 2015, Siphokuhle Mdumise Masinga ("**Masinga**"), instituted various legal proceedings in the Western Cape High Court against the South African Broadcasting Corporation SOC Limited ("**SABC**"), the Chairperson: Professor Mbulaheni Obert Maguvhe (representing the Board of the SABC) and Hlaudi George Motsoeneng, the Chief Operations Officer of the SABC (hereinafter collectively referred to as "**the Respondents**").
- 1.2 The precursor to the above legal proceedings were others instituted in the Labour Court.
- 1.3 The legal proceedings above were in relation to and/or for an order, *inter alia*, in the following terms:-
 - 1.3.1 That the SABC's Memorandum of Incorporation was invalidly amended by the Minister of Communications on 26 September 2014 and is in conflict with the provisions of the Broadcasting Act No. 4 of 1999 and unlawful;
 - 1.3.2 alternatively that clause 13.4.5.3 of the Memorandum of Incorporation is illegal and of no legal force and effect; and
 - 1.3.3 The Fourth Respondent, Mr Hlaudi Motsoeneng, the SABC's Chief Operations Officer, has no authority to discipline Masinga.
- 1.4 After negotiations between Masinga and the SABC, however, the Parties have now reached agreement that it would be in their best interests to settle all their disputes ("**Disputes**") amicably. The Settlement is in relation to all Court Applications currently pending before the Western Cape High Court, Labour Court and the Labour Appeal Court of the Republic of South Africa.
- 1.5 Therefore, the Parties hereby record the terms of their settlement agreement herein.


SIPHOKUHLE MDUMISE MASINGA
HEAD LEGAL SERVICE



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2. Interpretation and Definitions

In this Agreement:-

2.1. Clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention, an expression which denotes:-

2.1.1. any gender shall include the other gender;

2.1.2. a natural person shall include an artificial or juristic person and vice versa; and

2.1.3. the singular shall include the plural and vice versa;

2.2. The following words and expressions shall bear the meanings assigned to them below and cognate words and expressions bear corresponding meanings:-


2.2.1. **"the/this Agreement"** means the terms and conditions of this settlement agreement;


2.2.2. **"Dispute/s"** means issues of disagreement between the Parties in relation to matters referred to in clause 1.3 above;

2.2.3. **"Effective Date"** means the date on which this Agreement shall be signed by the last Party signing;

2.2.4. **"Legal Proceedings"** means all the applications collectively instituted by Masinga against the Respondents in the High Court of South Africa, Western Cape Division under case number 10721/15 and the Labour Court under case numbers 1061/15 and 1311/15 and the word Application shall have a corresponding meaning in respect of each of the cases individually or a combination of any of them as the context may require;

2.2.5. **"Parties"** means collectively the SABC and the other Respondents on the one hand, and Masinga on the other, and **"Party"** means any of them as the context may indicate or require;


MBULU NEPUMBADA
HEAD LEGAL SERVICES


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- 2.2.6. "SABC" means the South African Broadcasting Corporation SOC Ltd situate at Corner Henley and Artillery Roads, Auckland Park;
- 2.2.7. "Settlement Amount" means the net total sum of R2, 678,419.80 (two million six hundred and seventy eight thousand four hundred and nineteen rand and eighty cents) free of any deductions statutory or otherwise payable by the SABC to Masinga in full and final settlement of all the Legal Proceedings and attendant Disputes.
- 2.3. When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 2.4. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail; and
- 2.5. The expiration or termination of this Agreement shall not affect those of its provisions, which provide that they will operate after any such expiration or termination or which, as a matter of necessity, shall continue to operate.

3. Settlement of Disputes

- 3.1. The Parties hereby agree to settle all Disputes between them amicably, without each admitting liability to the other and in accordance with the terms set out below.
- 3.2. The SABC shall pay Masinga the Settlement Amount in full and final settlement of all the Disputes between them.
- 3.3. The SABC will make payment of the Settlement Amount in one lump sum, within seven (7) days of the Effective Date.
- 3.4. It is hereby recorded that the settlement amount excludes Masinga's retirement benefits which he is entitled to claim separately. The SABC undertakes to do, comply or act as may be necessary to assist Masinga in lodging a claim for his retirement benefits should it become necessary to render such assistance.

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 MBULU NEPELUMBA
 42401 1001 1001 1001

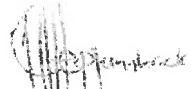
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Handwritten signature/initials: SM

- 3.5. The SABC will, through its attorneys of record, supply Masinga, through his attorneys of record, with a copy of the deposit slip or proof of payment after payment has been made.
- 3.6. Masinga's fixed term contract with the SABC, which became effective from 15 May 2015 and was to continue until 31 May 2018, is hereby terminated with effect from the Effective Date of this Agreement.
- 3.7. Masinga will, within five (5) days of receipt of the Settlement Amount, return to the SABC all of the SABC's items including office or other keys, access cards, laptop (if applicable) and any other items which may still be in his possession.
- 3.8. Masinga shall cause his attorneys of record to withdraw any and all Legal Proceedings and any other matter which may still be pending before any of the relevant Courts relating to the Disputes in respect of which he is *dominus litis* by serving the relevant withdrawal notices on the Respondents' Attorneys of record and filing such notices in the relevant Courts at his own cost. The Respondents shall at their own cost and where or if applicable, also file the requisite notices of withdrawal. Each of the withdrawal notices contemplated herein shall specifically state that there shall be no order as to costs.
- 3.9. This Agreement is in full and final settlement of all Disputes and claims of any nature whatsoever that any of the Parties may have against the other or others arising from the Disputes and Legal Proceedings.
- 3.10. The Parties shall, at their own instance, be entitled, to the extent necessary, to make this Agreement an order of court.

4. **Domicilium Citandi Et Executandi**

The Parties choose as their *domicilia citandi et executandi* ("domicilia") for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:-


MBULU NEPUMBADA
HEAD LEGAL SERVICES



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M.D
SM


4.1. Masinga**C/o Thabiso Maseko Attorneys**


2nd Floor West Tower
Nelson Mandela Square
Maude Street
SANDTON


4.2. The SABC**C/o Mchunu Attorneys**

160 Jan Smuts Avenue
3rd Floor, North Tower
Rosebank, 2196
Johannesburg

5. General Provisions

- 5.1. This Agreement save for what is expressly agreed to herein settles all disputes, releases each Party from further contractual obligations and/or claims between the Parties should there be any existing now or in future arising out of the employment relationship between the Parties and in relation to the Legal Proceedings.
- 5.2. This Agreement constitutes the sole record of the agreement between the Parties relating to the subject matter hereof and supersedes any other agreement, whether written or oral which may have been entered into between the Parties.
- 5.3. This Agreement is governed by and shall be construed in accordance with the law of the Republic of South Africa.
- 5.4. No addition to, variation or agreed cancellation of this Agreement shall be of any force and effect unless in writing and signed by the Parties or their duly authorized representatives.
- 5.5. The Parties hereby warrant and represent that they are duly authorised and empowered to negotiate, conclude and implement the terms and conditions of this Agreement.


MBULO NEPHUMBALI
HEAD LEGAL SERVICE


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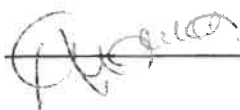


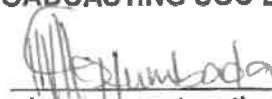
- 5.6. Each Party shall bear its own costs of and incidental to the negotiation, drafting and execution of this Agreement.

THUS DONE AND SIGNED AT JOHANNESBURG ON THIS THE 21 DAY OF APRIL 2016.

AS WITNESSES: FOR: SOUTH AFRICAN BROADCASTING SOC LIMITED

1.




who warrants that he is duly
authorized hereto.


2.

THUS DONE AND SIGNED AT JOHANNESBURG ON THIS THE 20th DAY OF APRIL 2016.

AS WITNESSES:

1.




SIPHOKUHLE MDUMISE MASINGA
(ID NO: 810824 5479 087)

2.

M.D. JT
7
SM

JT017



JT017

JT-132

Office of the Chairperson: SABC Board
28th Floor, Radio Park, Henley Road
Auckland Park, 2094
Private Bag X1, Auckland Park, 2006
Johannesburg, Gauteng, South Africa
Tel +27 11 714-3786, Fax +27 11 714-2404
www.sabc.co.za

13 November 2015

BY HAND AND ELECTRONICALLY

EMAIL: MatlalaFL@SABC.co.za

Mr F L Matlala
Group Chief Executive Officer
Room 2846 28th Floor
Radio Park
Henley Road
AUCKLAND PARK
2006

Dear Mr Matlala

ALLEGATIONS OF IMPROPER CONDUCT

I have considered your request for my indulgence to allow you to provide me with the detailed presentation on the planned actions required to assist with the matters in the office of the GCEO including the required models regarding the recommendations. It is my opinion that you have had several months to do this as you were appointed as a fulltime consultant and this was one of the required outputs for which you were paid an amount in excess of R3 million. The SABC has not yet received the required reports from you. Your lack of delivery is a serious breach of the relationship with the SABC.

In the absence of the required reports, the SABC is unable to justify the payments made to you. Your non-compliance or refusal to provide such reports leaves me with the impression that those reports do not exist and that you are hiding something. This impression is also supported by the fact that you did not declare your interest at the time of your appointment as the GCEO. At the time of writing this letter, you are still in breach of the SABC Code of Business Conduct and Ethics and the Conflicts of Interest Policy, which requires you to declare your interests within 30 days after the commencement of your duties. Your continued failure to declare your interests is a matter of concern, which requires an urgent investigation.

Furthermore, it has also come to my attention that you have caused destabilisation within the Corporation by amongst other things:

- Instigating an investigation by National Treasury against your Executives without following the Corporation's procedures;
- Failing to inform the Shareholder and the Board of this investigation is in contravention of the principle of cooperative governance;
- Instructing Officials in the Corporation not to pay certain suppliers and service providers and instructing officials not to honour contracts approved by the Board;

South African Broadcasting Corporation Limited SOC: Registration Number: 2003/023015/30
Non-Executive Directors: Prof M O Maguvhe (Chairperson); Ms L T Khumalo (Deputy Chairperson);
Mr V G M Mavuso; Ms N M Mhlakaza; Mr K Naidoo; Dr N A Tshidzumba;
Executive Directors: Mr F L Matlala (Group Chief Executive Officer); Mr G H Matsoeneng (Chief Operations Officer); Mr J R Aguma (Chief Financial Officer);
Company Secretary: Ms T V Geldenhuys

- The SABC has appointed various firms to assist it to achieve a clean audit and officials reporting to you are intentionally frustrating these appointments. Although you were informed of this, you have done nothing to correct the situation. I remind you of the seriousness of the SABC achieving a clean audit as contained in the Shareholder Compact as well as Government's requirements in this regard;
- Instigating an internal audit investigation against an Executive Director without the authority of the Board and/or the Shareholder;
- Undermining Executives by instructing their junior officials to report to you; and
- By addressing a letter directly to the Honourable President, without following protocol, you have placed the Board into disrepute.

In light of the above, a request was sent to the Board for approval on a Round Robin basis to recommend that the Minister approve your suspension pending an investigation into the above allegations and other related matters. The majority of the Board Members approved the recommendation. Consequently, the Minister has given her approval for your suspension pending an investigation into the above allegations and other related matters.

You are hereby given 48 hours from the time of your receipt of this letter in which to advise the Board of any reasons why you should not be suspended.

Yours faithfully

Prof. M.O. Maguvhe

**PROF M O MAGUVHE
CHAIRPERSON**

*Received on 13/11/2015
@ 16H45
[Signature]*

*51**M.D*

20 November 2015

By fax: 011 714 2404

By e-mail: GeldenhuysTV@sabc.co.za
maguvmo@unisa.ac.za

Office of the Chairperson: SABC Board

CC: Frans.Matlala@nkone.co.za

Mr Frans Matlala

Dear Sirs

Frans Matlala: Letter of Suspension

1. We refer to your letter of 18 November 2015 addressed to Mr Frans Matlala (**our client**), and received by him on the same day notifying him of your decision to suspend him.
2. We do not intend dealing with each and every allegation or aspect contained in your aforementioned letter at this stage, and our failure to do so should not be construed as an admission thereto. Our client reserves the right to deal with such allegations or aspects at the appropriate time and forum, should he wish to do so.
3. Our client has informed us that he was not on the SABC's premises at the time of his suspension and was therefore unable to hand in the various company property in his possession to the GM: Employee relations as instructed. In order to avoid breaching the terms of his suspension, and to avoid being in contact with any employee at the SABC, our client has handed over such property to our offices on the day of his suspension, and instructed us to make the necessary arrangements with yourselves to have it returned to you.
4. Accordingly please inform us whether you wish to collect such property from our offices, or whether we should arrange for same to be delivered to you?
5. Please direct all further correspondence relating to this matter to our offices.
6. All our client's rights remain strictly reserved.

Yours faithfully



Joe Mothibi

Director

Norton Rose Fulbright South Africa Inc

cc: nkosimp@sabc.co.za

NORTON ROSE FULBRIGHT

Norton Rose Fulbright South Africa Inc
 15 Alice Lane
 Sandton 2196
 South Africa

Tel +27 11 685 8500
 Fax +27 11 301 3200

Direct fax +27 11 301 3311
 PO Box 784903 Sandton 2146
 Docex 215 Johannesburg
nortonrosefulbright.com

Direct line
 +27 11 685 8643

Email
joe.mothibi@nortonrosefulbright.com

Your reference **Our reference**
 MAT213/J Mothibi

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Norton Rose Fulbright South Africa Inc (Reg No 1984/003385/21) Directors: SYM/Gale (chairman) RA Oly (managing director) K Andile MN Alexander CP Anor S Anthony MS Ash TH Baker H Bisset SSS Bokanyo S Bosi BE Botha GG Bruwer PA Bracher JHR Caldwell L Camplin AJ Chappell M Chavros SL Chemaly PM Chizalis C Costas KR Crae MD Dale V David BM Denny W de Wial D Dinnie AGS Diben RS Forster KL Gavini JE Gilmer L Granville BB Harber MJ Hart MD Hartwell RU Haveli HPM Irvine RB Isaacs JH Jame van Remburg J Jones E Jordan J Jorge GCB Kahle DS Kapelus SS Khaza L Kok R Krombom JM Koon M Kubeka IS Laher REF Luke RDE Lomax LN Louw LL Magagula HL Manson EJ McCaul DL McConnell K Mangel JE Midlane RA Moone AA Moosajee JRAI Moshiri ZC Nduji PH Nhelele HC Nieuvejaar HR Nieuvejaar GA Hatt L Oberholzer NU Osoom AD Parsons M Philpides DR Pillay CJ Pretorius NN Qonweni GM Radenayer L Reich D Reddy V Reddy BK Rew APH Robinson LD Rodenck CD Rodriguez Y Rungasamy SB Sangani BA Scap TR Sevala A Singh S Sibele GE Stein EC Steyn AK Sirachan TA Stuart DS Tatham CK Theodosios M van der Westhuizen JC van Dyk C van Vuuren C Venter AP Vos M Wagener AP Wellsted AP Williams LE Williams C Woodley Consultant: TJ de Wet MR Gibson

Norton Rose Fulbright South Africa Inc, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright US LLP are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss Verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are available at: nortonrosefulbright.com.

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**MEMORANDUM OF AGREEMENT
ENTERED INTO BETWEEN**

**THE SOUTH AFRICAN BROADCASTING CORPORATION SOC LIMITED
("the employer")**

and

**MBULAYENI MAGHUBE
("the chairman")**

and

**FRANS LEKOPA MATLALA
("the employee")**

(Collectively referred to herein as the parties)

SEPARATION AGREEMENT

WHEREAS the employee is employed by the employer as the group chief executive officer in terms of a fixed-term employment contract (the contract of employment);

AND WHEREAS the employee was suspended with full pay pending the finalisation of an investigation into certain allegations of misconduct against him and any disciplinary proceedings the employer elects to bring against him arising therefrom;

AND WHEREAS the employee has brought an application against the employer and the chairman before the Gauteng Division of the High Court, Pretoria under case

Prof. M.O. Maguvhe

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number 94721/15, challenging, among other things, the lawfulness of his suspension and any acts taken by the employer pursuant thereto, which is set down for argument on 13 and 14 September 2016;

AND WHEREAS the employer has commenced disciplinary proceedings against the employee which are due to proceed on Tuesday, 12 July 2016;

AND WHEREAS the employer and the employee are desirous to bring an end to the employment relationship between them, to curtail the disciplinary proceedings commenced by the employer against the employee, and to settle the dispute underlying the application brought by the employee against the employer and the chairman in the Gauteng Division of the High Court, Pretoria;

NOW THEREFORE the parties have decided to conclude this separation agreement and agree as follows:

- 1 The employer and the employee agree to the termination of the contract of employment on the basis of the terms set out in this agreement. The contract of employment will terminate upon signature of this agreement by the parties.
- 2 The employer shall pay to the employee the amount of R5, 481,786.20 (Five Million Four Hundred and Eighty One Thousand Seven Hundred and Eighty Six Rand and Twenty Cents Only) (calculated as set out in the document attached to this separation agreement, as "A", and subject to the terms as set out in it), within five (5) days of signature of this agreement. .

Prof. M.O. Maguvhe

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- 3 Payment of the aforesaid amount shall be into the bank account of the employee into which the employer customarily makes payment of the employee's salary.
- 4 This agreement shall be in full and final settlement of any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses or compensation that the parties may have against each other, or which may hereafter accrue or otherwise be acquired by any of them, on account of or in any way arising from the termination of the employment relationship or from any issue arising from the employment relationship between the employer and the employee;
- 5 In particular, the monetary amount referred to in paragraph 2 above shall be in full and final settlement of all and any claims that the parties may have against one another ;
- 6 The employee shall forthwith withdraw the application brought by him before the Gauteng Division of the High Court in Pretoria under case number 94721/15 and each party to that application shall bear their own costs, including those of the urgent proceedings of December 2015;
- 7 The employer and the chairman shall forthwith abandon in full the cost order granted in their favour against the employee in the urgent proceedings of December 2015 under the above case number;

Prof. M.O. Maguvhe

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- 8 The employer hereby abandons the disciplinary proceedings commenced against the employee;
- 9 The employer hereby abandons the restraint of trade against the employee contained in the employee's contract of employment;
- 10 All the other applicable terms governing the post-employment relationship between the employer and the employee contained in the employee's employment contract shall continue to be of full force and effect;
- 11 The employer shall issue the employee with a certificate of service in accordance with the Basic Conditions of Employment Act, 1997;
- 12 The contents of this separation agreement shall remain confidential between the parties and may not be disclosed by any of them for any reason whatsoever unless such party is required in law to make such disclosure, or unless the prior written consent of the other parties is obtained;
- 13 Nothing contained in this separation agreement shall be construed as an admission and/or acknowledgement by the employer or the chairperson that the employee was suspended, or that disciplinary proceedings against the employee were initiated, or that the employee's services were terminated, unfairly and/or unlawfully. Similarly, nothing in this agreement shall be

Prof. M.O. Maguvhe

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deemed to constitute an admission or acknowledgement by the employee of any wrongdoing whatsoever during his employment with the employer. The parties record that they have entered into the agreement purely for the sake of avoiding the costs, time and inconvenience of continued litigation between them including those occasioned by the disciplinary proceedings brought against the employee.

- 14 Each of the parties choose as their *domicilium citandi et executandi* the respective addresses set out below for purposes of giving of any notice, serving of any process and for any other purpose arising out of or in connection with this separation agreement. Each of the parties shall be entitled from time to time to vary their *domicilia citandi et executandi* to any other address within the Republic of South Africa which is not a post office box or *poste restante*.

- 15 For purposes of this agreement, the parties' respective addresses shall be:

The employer: Ncube Incorporated Attorneys
23-25 Sturdee Avenue
Rosebank Terrace North
Rosebank

Telephone: 011 880 4204
Fax: 011 880 4183
Email: bafana@ncubeinc.co.za

The chairman: Ncube Incorporated Attorneys
23-25 Sturdee Avenue
Rosebank Terrace North
Rosebank

Telephone: 011 880 4204

Prof. M.O. Maguvhe

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Fax: 011 880 4183
Email: bafana@ncubeinc.co.za

The employee: Norton Rose Fulbright South Africa Incorporated
Alice Lane
Sandton

Telephone: 011 685 8643
Fax: 011 301 3311
Email: joe.mothibi@nortonrosefulbright.com

16 If any party/parties ("the defaulting party/parties") commits a breach of any of the material provisions of this agreement and fails to remedy such breach within fourteen (14) days of receipt of a written notice from one or both of the other parties ("the innocent party/parties") calling upon him to do so, then the innocent party/parties shall be entitled, without prejudice to any other rights which it/they may have in terms of this agreement and/or at law to:

16.1 cancel this agreement forthwith, with or without claiming damages, if the breach is material in nature;

16.2 obtain an order against the defaulting party/parties for specific performance, with or without claiming damages, and with or without making this separation agreement an order of court; or

16.3 Claim such damages as it/they may have suffered *in lieu of* specific performance together with all amounts owing under or in terms of this agreement.

Prof. M.O. Maguvhe



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- 17 This separation agreement constitutes the whole agreement between the parties as to the subject-matter of it and no agreements, representations or warranties between the parties regarding the subject-matter of this separation agreement other than those set out in this separation agreement are binding on the parties.
- 18 No addition to or variation, consensual cancellation or novation of this separation agreement and no waiver of any rights arising from this separation agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.
- 19 No latitude, extension of time or other indulgences which may be given or allowed by any party to another party in respect of the performance of any obligation under this separation agreement and no delay or forbearance in the enforcement of any right of any party arising from this separation agreement and no single or partial exercise of any right by any party under this separation agreement shall in any circumstances be construed to be an implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any of the party's rights in terms of or arising from this separation agreement or estop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or terms of this agreement.

Prof. M.O. Maguvhe

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- 20 If any of the provisions of this separation agreement are unenforceable, then such unenforceable provisions will be deemed to be severed from this separation agreement and the remaining provisions of this separation agreement will continue of full force and effect, as between the parties.
- 21 The parties declare that this separation agreement was prepared in English at the request of all the parties and that at the time of its signing; they are fully versed in the language and the meaning of this separation agreement.
- 22 The parties sign this separation agreement on the dates and at the places indicated above their respective names.
- 23 This separation agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.
- 24 The parties have either read or have had read to them the contents of this agreement and understand the contents. Each party confirms that this agreement is signed by them freely and voluntarily.
- 25 It is specifically recorded that this agreement will not set and/or create a precedent of any nature whatsoever.

THUS DONE SIGNED AT JOHANNESBURG ON THIS THE 11th DAY OF JULY 2016

Prof. M.O. Maguvhe

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FOR THE EMPLOYER

NAME: PROF M O MAGUVHE

DESIGNATION: CHAIRPERSON OF THE BOARD

AS WITNESS:

Signature: D. Gumbi

Name: DOROTHY Gumbi

Prof. M.O. Maguvhe

THE CHAIRMAN
MBULAYENI MAGHUVHE

AS WITNESS:

Signature: [Signature]

Name: LISA PHILLIPS

[Signature]
THE EMPLOYEE
FRANS LEKOPA MATLALA

M.O. JT

AS WITNESS:

Signature: Name: SAFIYYAH BUCKAS

Prof. M.O. Maguvhe

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Annexure "A"

1. The amount of R5,481,786.20 as set out in paragraph 2 of the Memorandum of Agreement to which this annexure is attached is equivalent to twelve (12) months' remuneration, excludes the employee's remuneration for the month of July 2016 which the employee shall receive in the normal course, and includes all other contractual and statutory monies due to the employee, and is made up as follows:

Item	Annual TGRP
Basic Salary	3,199,300.08
Car Allowance Advised	216,000.00
Entertain. Allowance	2,500.00
Special Allowance	947,456.64
13th Cheque Allowance (pro rata)	266,608.34
Group Life EE	30,559.80
Housing Allowance	23,640.00
PF ER Contribution	447,902.04
TGRP	5,133,966.90

Leave Balance

36.92

12 Months TGRP	5,133,966.90
Cash Value of Leave	347,819.30
Grand Total	5,481,786.20

* As per Board Approval

Prof. M.O. Maguvhe

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2. The amounts as set out above shall be subject to all statutory deductions.
3. It shall be the duty of the employee to apply to the South African Revenue Service for any required tax directives.

Prof. M.O. Maguvhe

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17.11.17

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Office of the Chief Operations Officer
Room 2746, Radio Park Building
Auckland Park
Johannesburg, 2006, Gauteng, South Africa.
Tel +27 11 714-2331 Fax +27 11 714-4159
www.sabc.co.za

AP SHANGASE & ASSOCIATES

6TH Floor Anton Lembede Street
Durban
4001

"WITHOUT PREJUDICE"

Your Ref: P. Shangase/ L2806/hn

Dear Sirs

Re: MS ZAMAMBO MKHIZE/ SABC CCMA CASE NO: KNDB 2977/16

Your Letter dated 13 June 2016 refers.

Ad Paragraph 1:

The SABC has considered the contents of the paragraph and denies the contents thereof. The SABC has never had any intention of renewing your clients fixed term contract of employment and the assertion that a legitimate expectation was created is not only unfounded but it is both baseless and unsupported in law. Even if the SABC had intended to renew your clients fixed term contract of employment, which was never the case, the SABC would not have extended the said fixed term contract to a period beyond your clients retirement age which would have meant that your clients fixed term contract would have been extended for a period not exceeding 20 (twenty months).

Ad Paragraph 2:

The contents of this paragraph as mentioned in Ad Paragraph 1 Supra are baseless and therefore denied by the SABC.

In light of the above, the SABC would like to advise that your client's contract of employment terminated by effluxion of time and therefore terminated lawfully especially because your client was engaged 3 (three) months prior to the termination of the contract and made aware that the SABC did not harbour any intentions of renewing the fixed term contract of employment.


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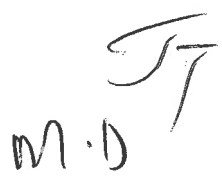
In an attempt to have the matter resolved *inter parties* as a sign of respect and appreciation of the services that your client offered to the SABC for the duration of her service, the SABC would like to make the following **without prejudice offer in full and final settlement** of your claim:

- 1) The SABC is making an offer of a new contract of employment for a period of **18 (eighteen) months** commencing on the 1st of May 2016 and Terminating on the 17th of January 2018 (on the date that your client is eligible for retirement)
- 2) The new contract will be on the same salary scale code and same benefits as her previous contract.
- 3) The SABC will endeavour to place your client in a position it deems suitable and appropriate for her experience and expertise.

We trust that you will find the above in order.

Yours Faithfully


Mr Hlaudi Motsoeneng
Chief Operations Officer ("COO")
SABC SOC LIMITED


M.D.

A.P.SHANGASE & ASSOCIATES

ATTORNEYS / ABAMELI

Suite 601 6th Floor, Mercury House
320 Anton Lembede Street
Durban 4001

P.O. Box 3733
Durban 4000

Telephone : 031 – 307 7200/6/7
Facsimile : 031 – 307 7211
Cellphone : 083 779 1143
Email : nosihle@apshangase.co.za

Our Ref: PS/L2806/nn

Your Ref:

Date: 27 June 2016

SABC

Office of the Chief Operations Officer
Room 2746, Radio Park Building
Auckland Park
Johannesburg
2006

Dear Mr Hlaudi Motsoeneng

RE: **MS ZAMAMBO MKHIZE//SABC.**

CASE NO: KNDB 2977/16.

We refer to your letter dated 21 June 2016.

Our client accepts your settlement proposal as contained in your letter under reply.

Kindly advise as to where and when our client should report for duty.

Our client has instructed us that the issue regarding her property transfer costs remain unresolved but she will deal with it upon her reinstatement with your Human Resources.

Managing Partner: Appolonaris Philani Shangase B Proc. (Natal)

Associates:

Simangele Cele LL.B (Natal)

Professional Assistant: Nombuso Mzimela; LLB (North West)

Cathryn Dorasamy; LLB(UKZN)

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We would like to thank you for your ability to settle our client's matter at such a short space of time.

Yours faithfully



Philani Shangase

AP SHANGASE & ASSOCIATES

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Managing Partner: Appolonaris Philani Shangase B Proc. (Natal)

Associates:

Simangele Cele LL.B (Natal)

Professional Assistant: Nombuso Mzimela; LLB (North West)

Cathryn Dorasamy; LLB (UKZN)

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SEPERATION AGREEMENT

entered into between

SOUTH AFRICAN BROADCASTING CORPORATION SOC LTD

("the employer")

and

LULAMA MOKHOBO

("the employee")

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TERMS OF THE SEPARATION AGREEMENT

3.1. The fixed term employment contract and the employment relationship between the employer and the employee will terminate on 28 February 2014.

3.2. The employer will pay the employee the following amounts on termination:

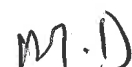
3.2.1. R 4,221,179.22 (Four million two hundred and twenty one thousand one hundred and seventy nine rands and twenty two cents) which is equivalent to 12 months' of the employee's gross cost to company at her current total cost remuneration level of R4,221,179.22 (Four million two hundred and twenty one thousand one hundred and seventy nine rands and twenty two cents) per annum;

3.2.2. R1, 400,736.96 (One million four hundred thousand seven hundred and thirty six rands and ninety six cents), in respect of the restraint of trade payment provided for in clause 18.8.1 of the employment contract and Annexure A of the employment contract, which is the equivalent of the employee's six months basic salary; and

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- 3.2.3. Accrued annual leave as at 28 February 2014 in the amount of R395,652.51 (Three hundred and ninety five thousand six hundred and fifty two rands and fifty one cents).
- 3.3. The employee accepts the payments and benefits contained herein without any admission by either of the parties that they breached the terms of the employment contract prior to its consensual termination.
- 3.4. The above payments are in full and final settlement of all and any claims that the employee may have had against the employer arising out of her employment contract and the termination thereof. This amount is inclusive of all other benefits to which she may have been entitled to and all other claims that he may have.
- 3.5. Payment to the employee of her retirement fund benefits will be calculated in accordance with the rules of that Fund. The employer will liaise directly with the retirement fund in respect of the payment of her benefits. The value of the retirement fund is not included in the settlement amount referred to in clause 3. 4 above.
- 3.6. The employee will apply for and obtain a tax directive from the South African Revenue Services (SARS) and the employer will pay



the employee the settlement amount, net of tax within 14 days after the tax directive has been issued.

- 3.7. The employee will apply for and obtain a separate tax directive from the South African Revenue Services (SARS) in respect of the restraint of trade and the employer will pay the employee an amount net of tax.
- 3.8. The employer will pay the employee the net amount in respect of the restraint of trade payment within 30 days after the expiry of the six months' restraint period calculated from 1 March 2014, provided that the employee would have complied in full with the terms of the restraint of trade agreement. In the event of a dispute over whether or not the employee has complied with the restraint of trade agreement in full, such dispute shall be referred to expedited private arbitration under the auspices of AFSA, which shall appoint a suitably qualified arbitrator to arbitrate the dispute. The employer and employee shall share the cost of the arbitration fees charged by AFSA in equal shares.
- 3.9. The employee acknowledges that she remains bound by the provisions of the confidentiality clause of her employment contract (clause 16 thereof) and is obliged to respect the confidentiality of company information which she has acquired as a

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result of her employment and undertakes to continue to keep such information confidential and not to disclose it to third parties without the company's written consent.

- 3.10. Both parties agree and undertake not to make negative or derogatory comments about or concerning the other, and in the case of the company, including its shareholders, directors and employees, in any manner whatsoever. The parties acknowledge that this is a material term of the agreement and any breach thereof will entitle the other party to terminate the agreement and take such legal steps as it may be entitled to, including but not limited to recover whatever may have been paid hereunder.
- 3.11. The parties agree to keep the terms of this separation agreement confidential and not to disclose them to third parties, save in so far as they are legally obliged to do so by law.
- 3.12. This agreement shall be in full and final settlement of any claims that may exist between the parties hereto, arising out of or as a consequence of the termination of the employee's employment contract. The employee agrees not to institute any claim in any tribunal or court to challenge the termination of her employment contract.

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- 3.13. This agreement shall constitute the entire Agreement between the parties and no representations, terms, conditions or warranties not contained in this Agreement shall be binding upon the parties.
- 3.14. No agreement adding to, deleting from or cancelling this Agreement shall be effective unless reduced to writing and signed by or on behalf of both the parties.
- 3.15. No relaxation by a party of any such party's rights in terms of this Agreement shall prejudice such rights or be considered a waiver of her or its rights (unless it is reduced to writing) and each party shall be entitled to exercise its rights thereafter as if such relaxation had not taken place.
- 3.16. No party may cede any of its rights or delegate or assign any of its obligations in terms of this Agreement without the prior written consent of the other party.
- 3.17. The parties agree that any costs incurred by either of them as a result of a breach by the other party of the terms of this agreement may be recovered from the party in breach in full, on the attorney and client scale unless a court orders otherwise, which costs shall

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include collection charges, tracing agents fees and storage charges.

Thus signed at Borken this the 23rd day JANUARY 2014.

[Signature] (the employee)

E. Bras (by and on behalf of the employer)

AN Ciba (witness)

[Signature] (witness)

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Vuka Sizwe!

08 June 2012

Mr. Phil Molefe

GE: News and Current Affairs

08 Emily Hobhouse Avenue

Alberante

Alberton

OFFICE OF THE GROUP CHIEF EXECUTIVE OFFICER
South African Broadcasting Corporation
Radio Park, Henley Road
Auckland Park, 2094
Private Bag X1, Auckland Park, 2006
Johannesburg, Gauteng, South Africa
Tel +27 11 714-3820, Fax +27 11 714-4869
www.sabc.co.za

Dear Mr. Molefe,

NOTICE OF DISCIPLINARY ENQUIRY

Kindly take note that a disciplinary enquiry into your conduct will be held by the South African Broadcasting Corporation ("SABC") on **26 and 27 June 2012 at 10:00 in Boardroom 1, at Group 1 Chambers, Sandton Village in Sandton**, and will be chaired by **Advocate Anton Myburgh SC**.

During the enquiry the following charges leveled against you will be considered -

- 1 **Failure to accept the authority of the Group Chief Executive Officer ("GCEO") of the SABC and/or the authority of the board of the SABC in appointing the GCEO, which conduct undermined the authority of the GCEO and/or the board of the SABC in carrying out its responsibilities in terms of The Broadcasting Act 4 of 1999; and which also undermines the functioning of the SABC as a broadcaster; ALTERNATIVELY failure to act in the best interests of the SABC, in that**

- 1.1 on or about 23 March 2012, in your capacity as Group Executive: News and Current Affairs, you were instructed by the GCEO, who is also the accounting officer and the editor-in-chief of the SABC by virtue of her position as GCEO, to provide the GCEO with a daily news diary containing the proposed news line up. Notwithstanding the

South African Broadcasting Corporation Limited SOC; Registration Number: 2003/023915/08
Non-Executive Directors: Dr Ben Ngubane (Chairperson); Mr Thami Mkhize (Deputy-Chairperson)
Mr Semble Danana; Mr Cedric Gina; Mr Desmond Golding; Prof Philippa Green; Advocate Cawe Mahlali; Dr Patricia Makheshu; Mr Lumko Mtimde; Ms Clare O'Neil; Ms Suzanne Vos
Executive Directors: Ms Lulama Mkhobho (Group Chief Executive Officer) Ms Gugu Pride Duda (Chief Financial Officer)
Mr Hlaudi Motsoeneng (Acting Chief Operations Officer)
Company Secretary: Ms Theresa Victoria Geldenhuys

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aforegoing Instruction, you wilfully or grossly negligently failed to comply with the Instruction issued by the GCEO.

- 1.2 subsequent to your failure to comply with the initial instruction by the GCEO referred to in 1.1, a meeting was held between yourself and the GCEO on **23 April 2012**, wherein the GCEO clarified her instructions to you. Notwithstanding the aforementioned clarification, you nevertheless wilfully or grossly negligently continued to fail to carry out the GCEO's instruction to provide the GCEO with a daily news diary.
- 1.3 on or about **5 April 2012**, you wilfully or grossly negligently failed to submit the ITN report to the GCEO, after you were instructed to do so. You also wilfully or grossly negligently refused to provide the same ITN report to the Board of the SABC despite having being requested numerous times to do so
- 1.4 on or about **23 March 2012**, you wilfully or grossly negligently failed to follow the instruction of (the GCEO) to allow the Chairperson of the SABC Board an opportunity to address news personnel in a meeting which you had scheduled to, *inter alia*, discuss news matters.
- 2 **Bringing the reputation of the SABC and that of the GCEO into disrepute, ALTERNATIVELY failure to act in the best interests of the SABC, in that -**
 - 2.1 on or about **13 April 2012**, you disclosed internal and confidential information to the print media regarding the appointment of the GCEO by the Board of the SABC. Such disclosure was intended by you to create, or you should have reasonably expected that such disclosure would create a negative impression about the conduct of the Board and that of the GCEO.

The SABC will furnish you with all requested documents by no later than **19 June 2012** to enable you to prepare meaningfully for the case.

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M.D

Kindly take note that parties have agreed that legal representation will be permitted during the case.

All further information in connection with the enquiry can be obtained from

In addition you will have the right, during the enquiry, to -

- 1 call witnesses and examine those witnesses;
- 2 cross-examine witnesses called by the SABC; and
- 3 have a translator present should one be required.


LULAMA MOKGOBO
CEO: SABC

08/06/12
DATE

A copy of this notice was handed to **Mr. Molefe** on **FRIDAY 08 JUNE 2012**

PHIL MOLEFE

WITNESS

M.D. JT



"AA9"

OFFICE OF THE GROUP CHIEF EXECUTIVE OFFICER
South African Broadcasting Corporation
Radio Park, Henley Road
Auckland Park, 2094
Private Bag X1, Auckland Park, 2006
Johannesburg, Gauteng, South Africa
Tel +27 11 714-3820, Fax +27 11 714-4869
www.sabc.co.za

13 April 2012

Mr Phil Molefe
GE: News and Current Affairs
SABC
Auckland Park

Dear Mr Molefe,

RE: SPECIAL LEAVE

Your letter dated 11 April 2012 bears reference.

1. I wish to reaffirm contents of the letter dated 10 April 2012 placing you on special leave.
2. If any process will be undertaken following the consultation process referred to in the letter placing you on special leave, you will be informed accordingly.
3. Although your ultimatum of 18 April 2012 within which to conclude consultations cannot be confirmed, you are reassured that it is as much in SABC's interest as it is in yours to get this matter finalized in the shortest time possible and to its logical conclusion.
4. Until the said consultations are finalized you remain on special leave and accordingly you will be informed of the way forward as soon as possible.

South African Broadcasting Corporation Limited SOC: Registration Number: 2003/023915/06
Non-Executive Directors: Dr Ben Ngubane (Chairperson); Mr Thami ka Plaatjie (Deputy-Chairperson)
Mr Sembie Danana; Mr Cedric Gina; Mr Desmond Golding; Prof Philippa Green; Advocate Cawe Mahlali; Dr Patricia Makhesha; Mr Clifford Motsepe; Mr Lumko Mtshede; Ms Clare O'Neill; Ms Suzanne Vos
Executive Directors: Ms Lulama Mokhobo (Group Chief Executive Officer) Ms Gugu Pride Duda (Chief Financial Officer)
Mr Hlaudi Motsoeneng (Acting Chief Operations Officer)
Acting Company Secretary: Ms Jane Mbatia

JT

MSJ

h
P.M.A

It is hoped that the above is in order.

Yours faithfully



LULAMA MOKHOB

GROUP CHIEF EXECUTIVE OFFICER

M.D

JT

h
P.M.A

JT022

JT 022
"TP1" 1

REPUBLIC OF SOUTH AFRICA



IN THE SOUTH GAUTENG HIGH COURT

(JOHANNESBURG)

- (1) REPORTABLE: YES/NO
(2) OF INTEREST TO OTHER JUDGES: YES/NO
(3) REVISED. ✓

2012

Case no: 32326/2012

THABO PHILLIP MOLEFE

Applicant

and

SOUTH AFRICAN BROADCASTING CORPORATION

First respondent

ANTON MYBURGH SC

Second respondent

JUDGMENT

JPm

M-D

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WEINER J

- [1] It is necessary to make it clear, at the outset, that this judgment and order deal exclusively with the jurisdictional and technical aspects of this application. This judgment does not deal with, nor rule upon, the issue of editorial independence of the SABC.
- [2] The applicant sought a declarator, an interdict and a review in relation to certain disciplinary proceedings instituted by the first respondent (the disciplinary proceedings). In terms of the applicant's founding affidavit, the rights which are being asserted for adjudication in this matter emanate from:
- a. the employment contract;
 - b. the Editorial Code of the SABC (which forms part of the contract);
 - c. the Constitution of the Republic (read with other applicable statutes such as the Broadcasting Act and the ICASA Act); and
 - d. the Promotion of Administrative Justice Act 3 of 2000 ("PAJA").
- [3] The applicant alleges unlawfulness based on the breaches of all the aforesaid legal instruments. The first respondent has asserted both a preliminary defence *in limine* (ie jurisdiction) and defences on the merits.

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RELIEF SOUGHT

[4] The issues raised by the Applicant can be summarised as follows:

- a. *In limine*: whether, because the abovementioned disputes arise between an employer and an employee, the matter falls within the exclusive jurisdiction of the CCMA or the Labour Court.
- b. On the merits, firstly, whether the first respondent has suspended the applicant and, if so, whether the continuing suspension of the applicant is lawful and in accordance with the terms and provisions of the employment contract (or whether it is in breach thereof). If the applicant has not been suspended, whether "special leave" was validly imposed and can continue without the applicant's consent;
- c. Secondly, whether there is a *prima facie* case of "gross insubordination" which warrants the decision to institute disciplinary proceedings against the applicant, taking into account the common-cause facts, the applicable policies and the relevant statutory and constitutional provisions.
- d. Thirdly, whether, in the light of the first respondent's failure and/or refusal to comply with the rulings of the chairperson of the disciplinary proceedings (the second respondent), it would be just and equitable to continue with the disciplinary process.

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- e. Fourthly, whether PAJA applies and, if so, whether the abovementioned decisions (including the failure to take decisions referred to in (d) above) fall foul of the provisions of PAJA and accordingly ought to be reviewed and set aside.
- f. Finally, whether the conduct and behaviour of the first respondent, viewed in its totality, is deserving of a punitive costs order.

BACKGROUND

- [5] The applicant was appointed the Group Executive: News and Current Affairs of the first respondent in 2010. He is alleged to have committed a number of disciplinary offences, including gross insubordination towards the Group Chief Executive Officer ("the GCEO") and the SABC Board, arising out of numerous incidents, as well as bringing the reputation of the first respondent into disrepute. There are pending disciplinary proceedings against him in which these charges are to be tested.
- [6] The first respondent contends that the merits of the charges against the Applicant and his defences will be tested in the disciplinary proceedings. Previously the applicant participated in the enquiry. He now seeks to interdict it from continuing. It has been postponed because of this application.

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the diary. He said, instead, that the matter required *"further engagement"*.

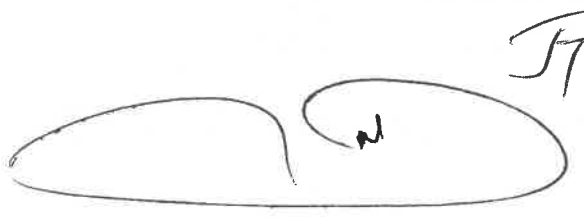
The GCEO considered his refusal to provide the daily news diary to her, in her capacity as the Editor-in-Chief, as gross insubordination. He was given an opportunity within two days – until 29 March 2012 – to provide reasons why the first respondent should not institute disciplinary action against him.

[10] In his response, the applicant stated that he disagreed that there was any reason for a disciplinary enquiry. He expressed the view that the GCEO was not entitled to the daily news diary and that he did not consider that *"giving [her] the daily news diary will assist [her] in performing [her] functions as the Editor-in-Chief"*. He suggested further *"discussions"* and that she should *"procure a legal opinion from senior counsel"* about the proper ambit of her authority as Editor-in-Chief. On 10 April 2012, the GCEO responded. She indicated that it was clear from the applicant's response that there was an impasse between him and the GCEO. She agreed that further consultations should take place, but indicated that he should again be placed on special leave with full remuneration pending the resolution of the matter. On 11 April 2012, the applicant agreed to the special leave until 18 April 2012. The GCEO did not accept the date of 18 April and on 17 April 2012, the Board confirmed that he would be on special leave until further notice. The applicant appears to have accepted this.

[11] Disciplinary charges were issued on 24 May 2012. They included charges relating to the failure to accept the GCEO's authority, undermining the SABC Board and bringing the Board and the GCEO into disrepute. The incidents

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- [7] The applicant was appointed to act as the GCEO from 1 July 2011. He acted in this position until January 2012. During this time, he applied for the position of GCEO. On 17 January 2012, Ms Lulama Mkhobo was appointed as the new GCEO. According to the first respondent, the applicant acted adversely to her appointment, which resulted in the SABC Board placing him on special leave on 30 January 2012. He agreed to this leave. The Board asked him to return to work on 8 March 2012. He requested that he could return instead on 12 March 2012 and this request was granted. The applicant contends that although he was initially aggrieved by the manner in which the appointment was handled, he subsequently declared his support for the GCEO.
- [8] The applicant relies upon one particular event, upon which he believes his exclusion from the first respondent and the disciplinary proceedings are based. It relates to an interview with Julius Malema which was broadcast on *Sunday Live* on 11 March 2012, whilst the applicant was still on special leave. The applicant alleges that, according to the GCEO, she received a number of complaints in relation to the broadcast, in her capacity as Editor-in-Chief. On 14 March 2012 and 23 March 2012, the GCEO met with the applicant to discuss a number of issues with him. Their discussion included, but was not limited to, the complaints about the Malema interview. She instructed the applicant to provide her with a copy of the daily news diary so that she would have a record of what news stories were to be covered every day.
- [9] On 27 March 2012, the applicant sent the GCEO a report in response to the issues raised at their meeting. In such report, he refused to provide her with



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during March and April 2012 to which the charges relate excluded the Julius Malema interview, but referred to:

- a. His refusal to provide the GCEO with the daily news diary on 23 March 2012 and again on 23 April 2012;
- b. His failure on 5 April 2012 to submit the ITN report to the SABC Board and GCEO as instructed to do;
- c. His failure on 23 March 2012 to allow the Chairperson of the Board an opportunity to address news personnel;
- d. The unlawful disclosure on 13 April 2012 to the print media of information regarding the appointment of the GCEO.

[12] Other than his refusal to provide the GCEO with the daily news diary, the other charges are not dealt with in detail or at all in the applicant's founding papers and this Court cannot decide whether any of these charges are justified or not. The applicant appears only to raise the question of whether the bringing of the charges in themselves is unlawful.

[13] Anton Myburgh SC, was appointed as the chair of the disciplinary enquiry. The applicant was informed on 8 June 2012 that the enquiry would take place on 26 and 27 June 2012. The first respondent requested a postponement but the applicant insisted that the matter proceed on 26 June 2012. A

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postponement was agreed to until 20 and 21 July 2012. On 20 July 2012, the SABC asked for a further postponement on the basis that the GCEO was ill. The applicant opposed the application for a postponement. The postponement was granted and the issue of wasted costs was argued. Myburgh SC held that he did not have the power to order the first respondent to pay wasted costs in the proceedings. He, however, recommended that such costs should be paid, on the understanding that the first respondent was not "*legally or morally obliged to pay those costs*". Correspondence ensued over payment of the costs and the arrangement of new dates for the enquiry. The applicant accepted, in the correspondence, that he would not be able to return to work until the disciplinary proceedings were finalised.

[14] On 13 August 2012, the applicant's attorneys, in a letter, complained about the failure of the first respondent to pay his costs as well as of the delay in the finalisation of the disciplinary proceedings. It was stated that the charges against Mr Molefe were "*unlawful*" and in breach of the editorial independence of the SABC, his constitutional right to practise his profession and his common law right to work. He also "withdrew his agreement" to remain on special leave and requested to return to work within two days. This was refused and was the precursor to the present proceedings.

[15] The applicant seeks final relief based upon allegations that the charges against him are "*unlawful*" and in breach of the editorial independence of the SABC, his constitutional right to practise his profession and his common law right to work. These are issues at the heart of the charges against the applicant, which

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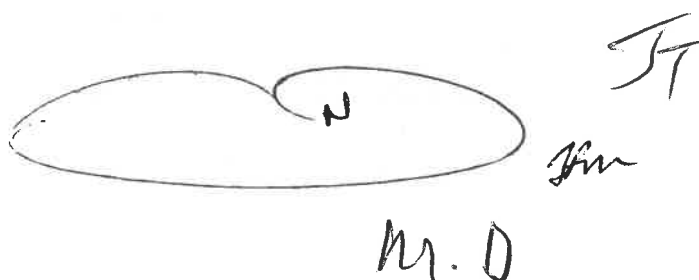
should, according to the first respondent, be determined in the pending disciplinary enquiry. The applicant does not, in these proceedings, challenge the "fairness" of the disciplinary proceedings or of the applicant's special leave. The relief sought by the applicant is based upon the following grounds:

- a. The applicant claims that the disciplinary proceedings against him are unlawful. He seeks to have them declared "*invalid*" and "*null and void*";
- b. he claims that the "*imposition or continuation*" of his special leave is unlawful. He seeks to have it declared to be "*invalid*" and "*null and void*";
- c. he seeks to "*review and set aside*" the first respondent's failure to make a decision in respect of the payment of his costs of the postponed disciplinary proceedings.
- d. he seeks an order that the disciplinary proceedings be stayed until after the final outcome of this application.

JURISDICTION

[16] The first respondent challenges this court's jurisdiction. Applicant's counsel has referred to the "triad" of decisions¹ submitting that this court has

¹ *Majake v Commission for Gender Equality* 2010(1)87(GSJ); *Makhanya v University of Zululand* 2010(1) SA 62 SCA; *Gcaba v Minister for Safety and Security* 2010(1) SA 238 (CC)

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jurisdiction because the rights being asserted derive from an employment contract and thus there is concurrent jurisdiction with the Labour Court. The Applicant relies on the following passages in *Majake*²:

"[32] A cause of action based on a contractual breach is justiciable in the High Court ...

[33] Section 157(1) of the LRA does not prevent any person relying upon the Basic Conditions of Employment Act 75 of 1997 (the BCEA) from establishing that a basic condition of employment constitutes a term of a contract of employment in any proceedings in a civil court.

...

[36] The construction of ss 77(1) and (3) of the BCEA and ss 157(1) and (2) of the LRA is similar in import. In my view, it is axiomatic that the BCEA confers concurrent jurisdiction on any civil court, including the High Court, to adjudicate matters relating to and concerning contracts of employment.

The applicant contends that in *Makhanya*,³ the matter is put in even clearer terms:

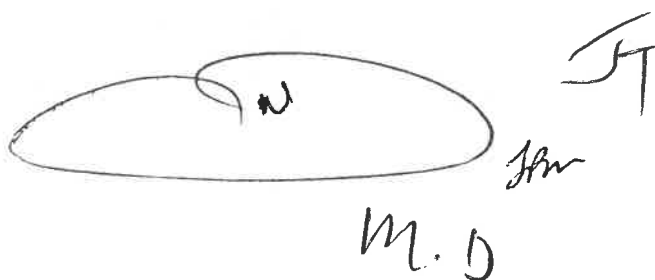
"[71] the claim that is before a court is a matter of fact. When a claimant says that the claim arises from the infringement of the common-law right to enforce a contract, then that is the claim, as a fact, and the court must deal with it accordingly.

Finally, the applicant relies on the following in *Gcaba*:

*"[75] Jurisdiction is determined on the basis of the pleadings, as Langa CJ held in **Chirwa**, and not the substantive merits of the case. If Mr Gcaba's case were heard by the High Court, he would have failed for*

² *supra*

³ *supra*

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not being able to make out a case for the relief he sought, namely review of an administrative decision. In the event of the court's jurisdiction being challenged at the outset (*in limine*), the applicant's pleadings are the determining factor. They contain the legal basis of the claim under which the applicant has chosen to invoke the court's competence. While the pleadings – including, in motion proceedings, not only the formal terminology of the notice of motion, but also the contents of the supporting affidavits – must be interpreted to establish what the legal basis of the applicant's claim is, it is not for the court to say that the facts asserted by the applicant would also sustain another claim, cognisable only in another court. If, however, the pleadings, properly interpreted, establish that the applicant is asserting a claim under the LRA, one that is to be determined exclusively by the Labour Court, the High Court would lack jurisdiction."

- [17] The first respondent has submitted that where the Labour Relations Act 66 of 1995 ("LRA") provides for specific remedies and specific procedures, it should be the sole recourse available to aggrieved employees.⁴ It submitted that the dispute is an employment dispute about a disciplinary enquiry into the applicant's conduct and about his special leave pending the outcome of the disciplinary proceedings. Accordingly, the dispute falls well within the ambit of the LRA and accordingly the exclusive jurisdiction of the Labour Court. The respondent relies upon *Gcaba*⁵ and in particular paras [56] and [57] in which Van der Westhuizen J held:

[56] "Once a set of carefully crafted rules and structures has been created for the effective and speedy resolution of disputes and protection of

⁴ See section 157 of the LRA, *Fredericks and Others v MEC for Education and Training, Eastern Cape* 2002 (2) SA 693 (CC); *Chirwa v Transnet Ltd* 2008 (3) SA 251 (CC); *Gcaba v Minister for Safety and Security and Others supra*

⁵

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rights in a particular area of law, it is preferable to use that particular system".

[57] *"Once a litigant has chosen a particular cause of action and system of remedies she or he should not be allowed to abandon that cause as soon as a negative decision or event is encountered".*

[18] The applicant contends that the rights being asserted derive from the terms of the employment contract, the applicable statutes (including PAJA) and the Constitution and not from the LRA. The applicant submits that his case falls within the ambit of section 77(3) of the BCEA, which provides that:

"The Labour Court has concurrent jurisdiction with the civil courts to hear and determine any matter concerning a contract of employment, irrespective of whether any basic condition of employment constitutes a term of that contract."

[19] The applicant also asserts his constitutional right to human dignity as contained in the "non-pecuniary component of employment". This too, he argues, falls outside the ambit of the LRA.

The relevant authorities hold that if the applicant's claim relates to a contractual breach, this court would have concurrent jurisdiction with the labour Court. In order, for this issue to be decided, however, one must have regard to the pleadings as the basis of same would determine jurisdiction.⁶

⁶ See *Gcaba supra* at [75]; *Chirwa v Transnet Ltd* 2008(3) SA251 (CC)

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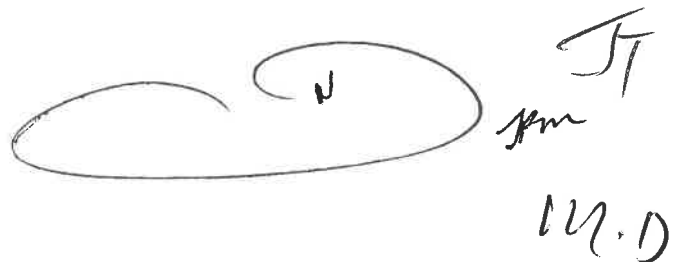
[20] It is trite that the cause of action for the relief the applicant seeks must be made out in his founding affidavit. Defects in this regard cannot be remedied in the replying affidavit.⁷

[21] The applicant contends that he relies upon a number of "*applicable legal provisions*" and "*common law contractual grounds*", section 77(3) of the BCEA, "*constitutional grounds*" and "*PAJA grounds*". The first respondent contends that these causes of action are not established in the founding affidavit and that, in reply, the applicant sought to "*redefine the causes of action*".

PROCEEDINGS UNLAWFUL

[22] The Applicant's first and main cause of action is based upon his contention that the disciplinary charges were instituted against him unlawfully. He alleges that the "*charges are vexatious and contrived*" and that they were brought merely with the intention to "*deny [Mr Molefe's] right to work and the dignity attached thereto*". He says that such conduct is "*unlawful and contra bonos mores*". He refers to a breach of various legal provisions and of "*editorial independence*". Whether there is merit in the factual components of the charges is not the issue here, it appears. The question is whether the actual institution of the charges is unlawful.

⁷ Erasmus, *Superior Court Practice*, Issue 39 2012 at B1-39 and the authorities in fn 2; *Titty's Bar and Bottle Store v ABC Garage* 1974 (4) SA 362 (T) at 366 E

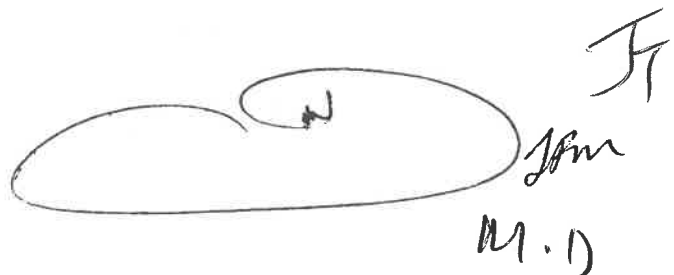
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[23] Other than the reliance upon the "*applicable legal provisions*" and the issue of the news diary, the applicant does not plead facts upon which a court could decide that the institution of such charges is unlawful. The request for the news diary is not, on the face of it, a breach of editorial independence. The facts underlying such a breach must be pleaded before an inference of unlawfulness can be advanced in argument.⁸ The refusal to provide the news diary is only one of the offences with which the applicant is charged. No case has been made out why bringing any of the other charges would amount to a breach of his employment contract or the other applicable legal provisions. The merits and facts underlying the charges may be totally unjustified, but this is the precise issue which the disciplinary enquiry will establish. This would not however, render the institution of the charges unlawful, without precise details of the alleged "unlawfulness". The applicant has failed to plead and prove the necessary facts. The relief sought to declare the first respondent's decision to institute such disciplinary proceedings unlawful, must accordingly fail.

SPECIAL LEAVE

[24] The applicant founds his claim for the relief sought in prayer 3 (declaring the imposition of special leave, unlawful, null and void) on contractual grounds. Clause 27 of the Personnel Regulations deals with special leave. These regulations have been incorporated into the employment contract. It provides

⁸ *Rees v Harris 2012(2) SA 583 (GSI)*

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that special leave "*may be granted*" in specified circumstances. Clause 27(c) provides that the GCEO may grant special leave "*for such other purposes as (she) may approve*". The applicant submits that this clause deals only with leave requested by the employee. The first respondent contends that this power in terms of the contract is unrestricted, and if it deals only with an employee's request, the common law must apply. Under common law, it is for the employer to determine when an employee should take leave.⁹

[25] The other ground upon which the applicant relies for this relief is the right to work. Respondent contends that, in the absence of an agreement to the contrary, the only entitlement of an employee is to be paid his or her wages in exchange for the tender of his or her services. Payment of remuneration satisfies the employer's contractual obligations.¹⁰ The applicant refutes this and submits that our courts have recognised the non-pecuniary aspects of the right to work as a component of the fundamental right to human dignity. The applicant relies upon Nugent JA in the *Watchenuka*¹¹ case:

"[27] *Freedom to engage in productive work – even where that is not required in order to survive – is indeed an important component of human dignity, as submitted by the respondent's counsel, for mankind is pre-eminently a social species with an instinct for meaningful association. Self-esteem and the sense of self-worth – the fulfilment of what it is to be human – is most often bound up with being accepted as socially useful.*"

⁹ *Brassey Employment Law* (Vol 1) E1:22

¹⁰ *Consolidated Frame Cotton Corporation v President of Industrial Court* 1986 (3) SA 785 (A) at 798H-I;

¹¹ *Minister of Home Affairs and Others v Watchenuka and Another* 2004 (4) SA 326 (SCA) at para 27



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This right is obviously not absolute. The applicant's leave is pending the enquiry and with full remuneration. The alleged breach of his right to work is not such that justice demands that this court interfere with pending disciplinary proceedings.


IN RES MEDIA

[26] As a matter of general application, a court will not interfere in disciplinary proceedings *in res media*, save "*in rare cases where grave injustice might otherwise result or where justice might not by other means be attained*".¹² The disciplinary proceedings have commenced and the applicant acquiesced in same. In addition, he agreed that he would not return to work pending the determination of same. The applicant submitted that a court will interfere "*in the presence of sufficiently compelling and exceptional circumstances*". The applicant contends that, in this application, such exceptional circumstances exist and include the following factors:

- a. the huge public impact of the decisions complained of;
- b. the allegations of ulterior and/or improper motives in victimising the applicant for an interview which took place whilst he was on leave;

¹²

Booyesen v The Minister of Safety and Security [2011] 1 BLLR 83 (LAC); *Moropane v Gilbeys Distillers and Vintners (Pty) Ltd & Another* [1997] 10 BLLR 1320 (LC) p 1323B, quoting *Wahlhaus v Additional Magistrate (Johannesburg)* 1959 (3) SA 113 (A) at 119 – 120




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- c. *"the schizophrenic characterization of the current status of the applicant"* by the first respondent ie whether he is on suspension, on paid leave or on *"compulsory special leave"*.
- d. the defiance by the first respondent of the reasonable rulings of the chair of the disciplinary hearing;
- e. the refusal of the first respondent to account for the group CEO's failure to attend the hearing on 21 July 2012 or the failure to bring other witnesses, if any;
- f. the relative seniority and experience of the employee.

In my view, none of these constitute compelling circumstances, which would compel this court to interfere in the pending disciplinary proceedings. The issue of the "status" of the applicant is not a compelling circumstance. He agreed to remain away from work until the proceedings were determined. All of the other issues can adequately be dealt with in the disciplinary proceedings without resulting in a situation *"where justice might not, by other means, be attained"*¹³. Justice can be attained at the disciplinary enquiry.

¹³

See fn 12



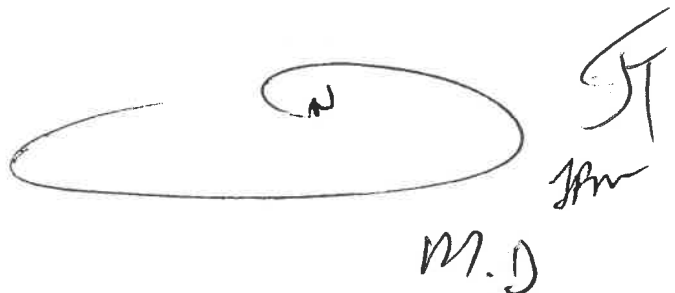
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CHAIRPERSON'S DECISION ON COSTS

- [28] The applicant seeks a review of the first respondent's decision not to pay his costs of the postponed disciplinary proceedings. This relief is based upon the Chairperson's recommendation. However, the respondent was not ordered to pay the costs. The chairperson, in fact, stated that the employee has no right to such costs – either legally or morally. This decision or lack thereof by the first respondent cannot constitute a breach of any of the applicant's rights and is accordingly not reviewable nor impeachable.

CONCLUSION

- [29] Prima facie, the purpose of the institution of disciplinary proceedings is to establish whether a disciplinary breach has occurred. The first respondent will have the onus to prove misconduct in the disciplinary enquiry. The enquiry is to be held in front of an independent and respected chairperson.
- [30] Even if this court has concurrent jurisdiction to decide upon a matter relating to contractual rights and the breach thereof, the applicant has not established the basis for such claims in his founding affidavit. In summary:
- a. No cause of action based upon unlawfulness in the institution of the disciplinary proceedings has been established in the founding affidavit.



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- b. The applicant has not established a cause of action based upon a breach of his contract of employment, which, on the *Majake*¹⁶ decision, would give this court the power to pronounce upon the applicant's rights and interfere in *res media* with the disciplinary enquiry'.
- c. neither the right to administrative action, nor any of his rights under PAJA can establish a cause of action as employment decisions are not considered administrative action and are therefore not subject to review under PAJA;
- d. it is not competent for a court to issue a declarator where the applicant has access to alternative remedies.¹⁷

[31] Although the relief sought cannot be granted, the situation requires a speedy resolution. In the interests of justice, the disciplinary enquiry should be reconvened as soon as is practically possible in order that the status of the applicant *vis a vis* the first respondent be resolved.

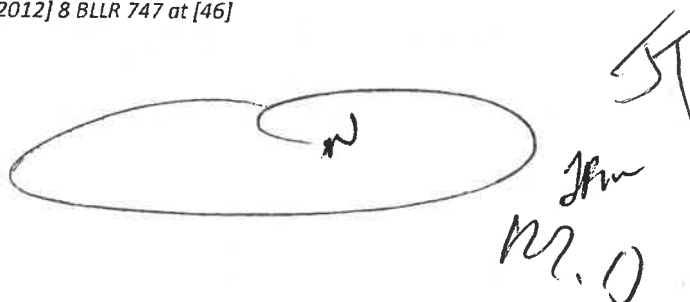
Accordingly, the application is dismissed with costs, including the costs of two counsel.



WEINER J

¹⁶ At [32]

¹⁷ MEC NW Provincial Govt v Gradwell (LAC) [2012] 8 BLLR 747 at [46]



Handwritten signature and initials, including a large 'W' inside an oval, and the initials 'JT', 'Jm', and 'M.O.'.

Date of hearing: 7 December 2012


Date of judgment: 19 December 2012

Counsel for Plaintiff: DC Mpofu and S Mathabathe

Attorneys for Plaintiff: Ramashu Mashile Twala Inc

Counsel for Defendant: P Pretorius SC and N Fourie

Attorneys for Defendant: Werksmans Attorneys


M. D.
JPm
JT

JT 023



Group Human Capital Services
 26th Floor, Radio Park, Henley Road
 Auckland Park, 2094
 Private Bag X1, Auckland Park, 2006
 Johannesburg, Gauteng, South Africa
 Tel +27 11 714-4711, Fax +27 11 714-5363
 Email: mosweuke@sabc.co.za

Memorandum

Sensitivity:	Confidential
Priority:	High
Attention:	Group Chief Executive Officer
Re:	SABC// Phil Molefe
Date:	23 May 2013
From:	Keobokile Mosweu

<input checked="" type="checkbox"/> For Authorisation	<input type="checkbox"/> For Your Information
<input type="checkbox"/> For Action	<input type="checkbox"/> Please Revert
<input type="checkbox"/> For Your Comments	<input type="checkbox"/> Returned With Thanks

1. INTRODUCTION AND PURPOSE

The matter between SABC and Phil Molefe was presented to the Board at its Special Meeting of 29 April 2013.

The Board resolved that the SABC settle with Mr Molefe in respect of the remainder of his employment contract, less legal costs that the SABC incurred on the matter as per the cost order awarded in favour of SABC by the South Gauteng High Court on 19 December 2012.

This document seeks to acquire approval on the principles that will be applied for the payment to Mr. Molefe.

2. PAYMENT

2.1 Costs that would be needed to be paid to Molefe as per the Board resolution are as per below:

- The payout equates to R4, 550,028.87 plus leave pay of R448, 180.20; which equates in total to R4, 998,209.07
- This amount must be subjected to tax first, unless there is a directive by SARS to treat it otherwise.
- The amount after tax will still be further reduced with the estimated Legal costs (R600,000) until the true legal costs are calculated by the courts and submitted to

JT

M. J. REM. 793

SABC. This amount will be retained by SABC as per the Court order for legal fees to be recovered (this is an estimate since the actuals are not available at present). Once the actuals are submitted to SABC, the difference will be calculated and if there is any balance owing to Mr Molefe, it will be paid.

- 2.2 The total costs are from 1 June 2013 until contract expiry date of 1 June 2015.
- 2.3 The leave days accumulated are upto May 2013 and payout is capped at 90 days as per policy.

3. FULL AND FINAL SETTLEMENT

- It is the understanding as per the Board resolution that the payout to settle the matter is the value up to the contract expiry date.
- Employee Relations will prepare the necessary documents and arrange for it be delivered to Mr Molefe, via our attorneys, who will liaise with Mr Molefe's attorneys.

4. GENERAL

- Once these principles are signed off, Employee Relations must instruct payroll on the exact date for the payment to be made to Mr Molefe, after our attorneys have submitted a letter to this effect to Mr Molefe's attorneys.

Regards,


KEOBOKILE MOSWEU
GROUP EXECUTIVE: HCS (ACTING)
LULAMA MOKHOBO
GROUP CHIEF EXECUTIVE OFFICER

Fi
M.D. 79.3

Total Cost to Company Information

Name	Mr TP Molefe
Position	Group Executive: News
Scale	115
Start Date	01-Mar-94
Date of Birth	13-Jul-58
Contract Period	1 June 2010 - 1 June 2015
Months Remaining	24 Months

Item	Annual Amount	Monthly Amount
Basic Salary	1 629 219.96	135 768.33
Car Allowance	168 000.00	14 000.00
Housing Allowance	20 400.00	1 700.00
Other Allowances	168 676.56	14 056.38
Pension Fund	228 090.79	19 007.57
Group Life	15 562.32	1 296.86
Medical Aid	45 064.80	3 755.40
Total Cost to Company	2 275 014.43	189 584.54

Potential Settlement

Remainder of Contract (24 Months)*	4 550 028.87
------------------------------------	--------------

May 2013 salary will be paid to Mr. Molefe as normal

** Calculation based from June 2013 until contract expires*

Leave	Days	Value
Total Leave Balance	199.74	994 661.26
Max SABC Pay out as per policy	90	448 180.20

Retaining Legal costs as per Court Order	600 000.00
--	------------

Summary of Total payable

Remainder of Contract	4 550 028.87
Leave days payout	448 180.20
Less Legal Costs (note: Legal costs are estimates by attorneys)	600 000.00



Office of the Group Company Secretary
29th Floor, Radio Park, Henley Road
Auckland Park, 2094
Private Bag X1, Auckland Park, 2006
Johannesburg, Gauteng, South Africa
Tel +27 11 714-3910, Fax +27 11 714-3219
www.sabc.co.za

17 May 2013

TO WHOM IT MAY CONCERN

EXTRACT OF THE MINUTES OF A SPECIAL MEETING OF THE BOARD, HELD IN THE BOARDROOM, 28TH FLOOR, RADIO PARK, HENLEY ROAD, AUCKLAND PARK, JOHANNESBURG ON 29 APRIL 2013

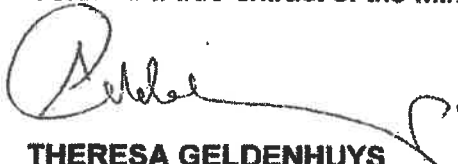
3.8 SUSPENDED HEAD OF NEWS

Having considered the amount already spent by the SABC on legal costs and the fact that there was someone currently acting in the position, it would be in the best interests of the Corporation to settle the matter in order to avoid incurring further legal costs and to create stability within the News Division.

It was Resolved that:

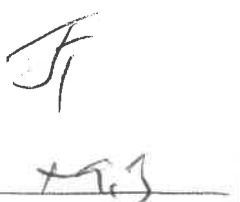
- (1) Approval be and is hereby given for the SABC to settle with the suspended Head of News, Mr P Molefe in respect of the remainder of his employment contract;
- (2) The SABC deduct its legal costs incurred in respect of the matter from the settlement;
- (3) The GCEO provides the Board with the cost implications in the event that the Corporation decided to continue with the legal proceedings in respect of this matter;
- (4) The Board informs the Minister of its resolution and the reasons for the settlement to enable the Minister to provide a response to the PCC if necessary.

Certified a true extract of the Minutes


THERESA GELDENHUYS
COMPANY SECRETARY

455028-87
448180-20
4998209-07

South African Broadcasting Corporation SOC Limited: Registration Number: 2003/023915/06
Non-Executive Directors: Ms Ellen Tshabalala (Chairperson); Ms Noluthando Gosa (Deputy Chairperson)
Mr Iraj Abedian; Mr Ronnie Lubisi; Mr Vusimuzi Mavuso
Executive Directors: Ms Lulama Mokhebe (Group Chief Executive Officer); Ms Gugu Pride Duda (Chief Financial Officer)
Mr Hlengiwe Molefe (Acting Chief Operations Officer) Company Secretary: Ms Theresa Geldenhuys



**DELIVERED BY EMAIL**

The South African Broadcasting Corporation
Mr Potgieter

Email: Potgieterjj@sabc.co.za

Johannesburg Office
155 5th Street
Sandton 2196 South Africa
Private Bag 10015
Sandton 2146
Docex 111 Sandton
Tel +27 11 535 8000
Fax +27 11 535 8600
www.werksmans.com
enquiries@werksmans.com

YOUR REFERENCE: Molefe/SABC
OUR REFERENCE: Mr S July/xs/SOUT5167.33/#2457609v1
DIRECT PHONE: +27 11 535 8163
DIRECT FAX: +27 11 535 8663
EMAIL ADDRESS: sjuly@werksmans.com

22 May 2013

Dear Sirs

PHIL MOLEFE/SOUTH AFRICAN BROADCASTING CORPORATION

- 1 We refer to the above matter.
- 2 You have instructed us to estimate the extent of the costs order awarded in your favour by the South Gauteng High Court on 19 December 2012.
- 3 Please note that although the Judge awarded costs in the matter, including the cost of two counsel, the award was based on a party-and-party scale as opposed to the attorney and own client scale.
- 4 The following is an overview of the costs you have incurred in the matter leading up to the hearing in December 2012:


4.1	Fees:	R 658,521.00
4.2	Disbursements:	R 437,344.33
4.3	Total costs:	R 1,095,865.00
- 5 The above constitutes the total costs in relation to our attorney-own-client ratio. We estimate that the total party-and-party costs would amount to roughly R 600 000.00.
- 6 We trust you find the above in order.

Werksmans Inc. Reg. No. 1990/007215/21 Registered Office 155 5th Street Sandton 2196 South Africa
Directors DG Williams (Chairman) AL Armstrong DA Artelro T Bata NMN Bhengu L Bick JM Bortz TK Bortz GT Bossr TJ Boswell MC Brönn W Brown
 PF Burger PG Cleland JG Cloete PPJ Coetser C Cole-Morgan D Corbett JN de Villiers GW Driver LJ du Preez RJ Feenstra S Fodor SJ Gardiner D Gewer
 H Goolam R Gootkin ID Gouws GF Griessel D Hertz J Hollsen VR Hoslosky BB Hotz HC Jacobs TL Janse van Rensburg G Johannes S July J Kallmeyer
 A Kenny BM Kew N Kirby HA Kotze S Krige P le Roux MM Lessing E Levenstein JS Lochner L Louw DA Loxton JS Lubbe BS Mabasa PK Mabaso PM Madala
 MPC Manaka G Marinus H Masondo TA Mthiyane J Nickig JJ Niemand GA Nott BPF Olivier WE Oosthuizen M Pansegrouw CP Pauw AV Pillay C Pillay BC Price
 AA Pyzikowski RJ Raath L Rood BR Roothman W Rosenberg NL Scott LK Silberman MB Simon JA Smit CI Stevens PO Steyn J Stockwell JG Theron JJ Truter
 KJ Trudgeon DN van den Berg HA van Niekerk FJ van Tonder JP van Wyk A Vatalidis RN Wakefield DC Walker D Wegierski M Wiehahn DC Willans E Wood
 BW Workman-Davies

SOUT5167.33/#2457609v1
22052013



Yours faithfully


Weiskmans Attorneys

JT

MS

JT024



South African Broadcasting Corporation Limited

Office of the Group Executive | Television
Television Centre Cnr Artillery and Henley Roads
Auckland Park 2006. Private bag X41 Auckland Park
2092 Gauteng South Africa.
Tel +27 11 714-6129 www.sabc.co.za

Memorandum

Sensitivity:	CONFIDENTIAL
Priority:	HIGH
Attention:	CHIEF OPERATING OFFICER – MR HLAUDI MOTSOENENG (Acting)
	Cc: GROUP EXECUTIVE – MR KEOBOKILE MOSWEU (Acting)
Re:	SETTLEMENT AGREEMENT : JACQUELINE MOTSEPE
Date:	27 NOVEMBER 2012
From:	GROUP EXECUTIVE : TELEVISION – VERONA DUWARKAH

<input type="checkbox"/> For Authorisation	<input type="checkbox"/> For Your Information
<input type="checkbox"/> For Action	<input type="checkbox"/> Please Revert
<input type="checkbox"/> For Your Comments	<input type="checkbox"/> Returned With Thanks

Dear Mr Motsoeneng,

Discussions have taken place between myself and Jacqueline Motsepe relating to the desire to terminate the employment relationship on the terms and conditions as set out in the Agreement of Settlement.

The SABC will pay Ms Motsepe the amount of ten months remuneration as a lump sum (once-off) payment.

Regards

Verona Duwarkah
GROUP EXECUTIVE : TELEVISION

Privacy and Confidentiality Notice

The information contained in this facsimile is intended for the named recipient/s only. It may contain privileged and confidential information and if you are not an intended recipient, you must not copy, distribute or take any action in reliance on it. If you have received this facsimile in error, please notify us immediately by calling the above telephone number.

AGREEMENT OF SETTLEMENT

entered between

Ms Jacqueline Moepeng Motsepe
("Motsepe")

and

SABC LIMITED
("SABC")

("the parties")

M.D

Mr [Signature]
L.S

1. INTRODUCTION

It is recorded that:

- 1.1 Discussions have taken place between the parties relating to the desire to terminate the employment relationship between them on an amicable basis.
- 1.2 Pursuant to these discussions, the parties have concluded a settlement agreement relating to the early termination of the contract (that should have come to an end on 30 September 2013), and wish to record the terms and conditions thereof below.

2. PAYMENT

- 2.1 The SABC will pay Ms Motsepe the amount of 10 (ten) months' remuneration (for December 2012 – September 2013), calculated on a total cost to company basis in an amount of **R 882 008.10**. The SABC will also pay Ms Motsepe the cash value of her leave accrued up to 30 November 2012.
- 2.2 The total gross amount paid to Ms Motsepe will be subject to taxation.
- 2.3 Ms Motsepe agrees to apply within 5 (five) days from date of signature hereof for a tax directive from South African Revenue Services ("SARS") in respect of the settlement payable to her in terms of clause 2.1 of this agreement.
- 2.4 Within a period of 5 (five) working days from date of obtaining of such directive, the SABC will make payment to Ms Motsepe in accordance with that tax directive.
- 2.5 The payment of above mentioned amount within the stipulated period, will be subject to Ms Motsepe doing a successful handover of all projects/tasks/duties she is currently performing, to the Group Executive: Television, before leaving the service of the SABC.

Handwritten signatures and initials:
J. M. L. S. J. F.

3. CONFIDENTIALITY

- 3.1 The parties undertake to keep secret and confidential the terms of this settlement agreement. Ms Motsepe agrees not to divulge the details of this settlement reached between the parties other than to her independent legal or financial advisors.
- 3.2 Ms Motsepe also agrees to keep confidential any information of a confidential nature to which Ms Motsepe was privy during the course of her employment relationship with the SABC, in accordance with her obligations under her contract of employment with the SABC.
- 3.3 The parties record that any such breach of the above confidentiality provisions will be considered a material breach of this agreement.

4. FULL AND FINAL SETTLEMENT

This agreement has been entered into in full and final settlement of any and all claims of whatsoever nature which Ms Motsepe has had or may have against the SABC arising from the termination of her employment with the SABC. The effective date of termination of service is 30 November 2012.

5. GENERAL

It is recorded that the settlement has been entered into without any admission of liability by any party hereto, and in order simply to settle the matter. No party shall be bound by any representation, express or implied term, warranty, promise or the like not recorded herein or reduced to writing and signed by the parties or their representatives.

No addition to, variation, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

M.D

L.S M^u
Jh

THUS DONE and SIGNED at _____ on this the _____ day of November 2012, in the presence of the undersigned witnesses:



AS WITNESSES :


1. 
 2. 

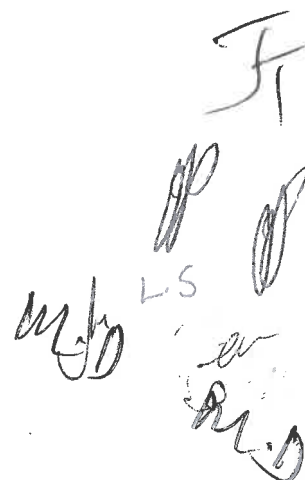

 JM Motsepe

THUS DONE and SIGNED at _____ on this the _____ day of November 2012 in the presence of the undersigned witnesses:

AS WITNESSES :

1. 
 2. 


 For and on behalf of the **SABC**, he/she being duly authorized hereto



Annexure A



Total Cost to Company Information

Name	Ms JM Motsepe
Position	General Manager: International Content
Scale	120
Contract Period	1 October 2008 - 30 September 2015
Months Remaining	10 months

Item	Annual Amount	Monthly Amount
Basic Salary	676 372.68	56 364.39
Car Allowance	120 000.00	10 000.00
Housing Allowance	16 200.00	1 350.00
Other Allowances	121 680.00	10 140.00
Pension Fund	94 692.24	7 891.02
Group Life	6 460.80	538.40
Medical Aid	23 004.00	1 917.00
Total Cost to Company	1 058 409.72	88 200.81

Settlement

Remainder of Contract (10 Months)	882 008.10
-----------------------------------	------------

M.A.

er

JT 025



MARQUES SOARES FONTES

A T T O R N E Y S

Our Ref: Mr M Fontes/RL/N2030
Your Ref: F Malan/ R. Da Silva

Date: 12 December 2009

THE SABC

C/O: EDWARD NATHAN SONNENBERGS
150 WEST STREET
SANDTON

"URGENT"

BY HAND

RE: DR P NAVES / SABC - LABOUR DISPUTE

1. We refer to the settlement agreement concluded between Dr P Naves and The SABC on 2 December 2009.
2. In terms of the clause 6.3 of the settlement agreement, our client returns herewith the following assets, which constitutes to all assets in her possession belonging to The SABC:-
 - 2.1 1X HP Printer (Serial No: CN5701T0T2);
 - 2.2 1X Sony Laptop and cord (Serial No: 3-098-933-01);
 - 2.3 1X MTN 3G Card (Serial No: EF2AB10870601162);
 - 2.4 1X Access Card (No: 00015746);
 - 2.5 1X Petrol Card and Vouchers (500857 1221401 805030)
 - 2.6 11X Bound lots of SABC minutes and documents;
 - 2.7 5X CD/DVD discs belonging to SABC;
 - 2.8 1X book (Nothing About Us Without Us); and
 - 2.9 Our client's cheque in the amount of R390.66 (in terms of clause 6.2).

Filipe Marques B.A., LL.B. (WITS) Michael Fontes B.A LL.B. (WITS)
Assisted by: Riaz Lorgat LL.B. (RAU), LL.M (UJ) Minolin Nair LL.B (WITS) Tristan Parsadh LL.B (WITS)
98 Vorster Avenue, Glenanda, 2091, Johannesburg. Postnet Suite 55, Private Bag X1510,
Glenvista 2058, Docex 520 JHB. Tel: 0027 11 432 4470/2, Fax: 0027 11 432 4843

Handwritten signatures and initials:
MJ
F.
x93

3. Kindly, acknowledge receipt in respect of these items at the foot of this letter.

Yours faithfully



MARQUES SOARES FONTES ATTORNEYS
Email: mike@msfattorneys.com

RECEIVED LETTER AND CONTENTS
HEREOF ON THIS THE 02 DAY OF
DECEMBER 2009



O.B.O SABC

NAME: Moshego Lekhele

DATE: 2009 / Dec / 02

44.9

SETTLEMENT AGREEMENT

made and entered into between

THE SOUTH AFRICAN BROADCASTING CORPORATION
(*"the SABC"*)

and

DR PATIENCE MMETJE NAVES

Identity Number:
(*"Dr Naves"*)

M. J. J. 2015

THE PARTIES RECORD THAT:

- A. Dr Naves is employed by the SABC in the capacity of GE Human Capital Services.
- B. There are two disputes pending between the parties, the first being a grievance which is still pending and is unresolved that has been brought by Dr Naves against her immediate superior, Phumelele Nzimande, the Chief People Officer. The second dispute is a disciplinary enquiry which was scheduled to be addressed in formal proceedings on 18 and 19 November 2009.
- C. The SABC and Dr Naves, through their respective instructing attorneys have entered into negotiations, pursuant to which they have agreed to finally settle both disputes on an amicable basis on the terms and subject to the conditions set out in this agreement.

IT IS AGREED AS FOLLOWS:**1. DEFINITIONS**

- 1.1 In this agreement, unless the context otherwise requires, the following words and expressions shall have the meanings assigned to them hereunder:
 - 1.1.1 "**The SABC**" means The South African Broadcasting Corporation;
 - 1.1.2 "**the Disputes**" means the disputes referred to in paragraph B above;
 - 1.1.3 "**Dr Naves**" means Dr Patience Mmetje Naves.
 - 1.1.4 "**the parties**" means the SABC and Dr Naves collectively;
 - 1.1.5 "**the signature date**" means the date of signature of this agreement by the party who signs it last.
 - 1.1.6 Headings to the clauses in this agreement are for reference purposes only and shall not be used in the interpretation thereof.

2. TERMINATION OF EMPLOYMENT

- 2.1 The SABC and Dr Naves hereby agree to the termination of Dr Naves' employment with the SABC.

LGM
LEUNG KONG CHAN, D. GABRIEL, HONGKONG

AC 1

Dr. Naves

- 2.2. Dr Naves will resign from the services of the SABC with her last day of employment being 30 November 2009. Dr Naves will not be required to work or to tender her services to work for any period after the signature date.
- 2.3. Dr Naves' termination of service shall be recorded as a resignation in the records of the SABC and the settlement payment in paragraph 3 below is in *lieu* of notice.

3. SETTLEMENT PAYMENT

- 3.1. The SABC shall pay an *ex gratia* settlement payment to Dr Naves in *lieu* of notice comprising:
 - 3.1.1. The equivalent of three months remuneration calculated on a cost to company basis and based upon Dr Naves' current remuneration package, and will exclude the salary for the month of November 2009, which shall be a separate payment to Dr Naves, and not make up any part of the settlement payment.
 - 3.1.2. The above calculation shall include the cost to company of Dr Naves' basic salary for three months plus the cost to company of her travel allowance, housing allowance, insurance allowance and medical aid for three months, which, per month, amounts to R 103 400.71 (one hundred and three thousand, four hundred and seventy one cents) ("*the settlement payment*").
 - 3.1.3. The settlement payment shall not include the cost to company of Dr Naves' pension fund contribution, Group Life payment, entertainment allowance, First AutoCard and funeral cover for the equivalent three month period.
 - 3.1.4. The aforesaid settlement payment is made without any admission of liability by either party and is purely for settlement purposes.

4. BONUS BANK

- 4.1. Dr Naves' acknowledges that she is aware that the Bonus Bank is only payable upon approval from the Board.
- 4.2. At present there is an issue at the SABC in respect of the payment of the Bonus Bank.
- 4.3. The SABC shall pay to Dr Naves the Bonus Bank payment that has accumulated in her name once the issue mentioned in 4.2 has been resolved.

5. **LEAVE PAY**

In addition to the above payments, the SABC shall pay to Dr Naves the **monetary** value of all of her annual and special leave that has accumulated in her name during the course of her employment with the SABC.

6. **COMPANY PROPERTY**

6.1 Dr Naves is in possession of the following **company** property:

- 6.1.1 TV s/n (serial Number: 0150334);
- 6.1.2. HiFi Set /s/n (serial number: DH5HD 002279);
- 6.1.3. DVD Combo s/n (serial number: LV5LB 001933);
- 6.1.4. PC s/n (serial number: HUB 5500 ZCG);
- 6.1.5. PC Screen s/n (serial number: LB17HMAYC08755J); and
- 6.1.6. Printer s/n (serial number: CN57T1TOTZ);

6.2. The parties have agreed that Dr Naves will purchase the items described in 6.1 to 6.1.5 above, for the total purchase price of R390.66 (Three Hundred and Ninety Rand and sixty six cents), which purchase price must be deposited into the bank account of the SABC within 2 days from the signature date.

6.3 With 2 days after the signature date, Naves shall return all the SABC's assets of whatsoever nature in his possession, and including the item described in 6.1.6 above, to the SABC. Without limiting the extent of this clause, assets shall include agreements, credit cards, books, documents, electronically stored information including passwords and the like within his possession or control relating to the affairs and business of the SABC, whether or not these were originally supplied by the SABC.

7 **PAYMENT AND TAXATION**

7.1 The settlement payment will be made as *ex gratia* payment free from any deductions.

7.2 Dr Naves will be responsible for the payment of any taxation or other statutory deductions to the South African Revenue Services ("SARS") in terms of the prevailing tax legislation.

M.D.

LGM

(S)

- 7.3. Dr Naves hereby absolves the SABC of all and any responsibility and/or liability to make any taxation payment to SARS in relation to the settlement payment.
- 7.4. The settlement payment, Dr Naves' leave payment and Bonus Bank payment will be paid by electronic funds transfer ("EFT") into the trust account of Marques Soares Fontes Attorneys within 30 days from the signature date.
- 7.5. The relevant trust banking details, as mentioned above are
- | | |
|--------------|---------------------------------|
| Account Name | Marques Soares Fontes Attorneys |
| Bank | First National Bank |
| Branch | Wierda Valley |
| Branch no | 260 950 |
| Account no | 62032711865 |

8. **FULL AND FINAL SETTLEMENT**

- 8.1. This settlement agreement and payment of the settlement amount is in full and final settlement of the disputes between the parties and any and/or all claims of whatsoever nature and howsoever arising that Dr Naves may have against the SABC, including but not limited to any claims arising from Dr Naves employment by the SABC and/or the termination thereof.
- 8.2. By signing this agreement;
- 8.2.1. Dr Naves undertakes that the grievance is withdrawn,
- 8.2.2. The SABC undertakes that the disciplinary action brought against Dr Naves is withdrawn.
- 8.2.3. The parties will pay their own legal costs.

9. **FREE AND VOLUNTARY AGREEMENT**

The SABC and Dr Naves acknowledge that they have freely and voluntarily entered into this agreement and that neither one of them has been coerced, unduly influenced or pressurized into entering into this agreement.

10. **DISPUTES**

LGM
LAW GROUP MANAGEMENT

Handwritten signatures and initials:
M.D.
JT
H.B.

Any dispute arising out of this agreement or the interpretation thereof may be submitted to and determined by any court having jurisdiction to hear the matter, including but not limited to the Labour Court of South Africa.

11. **COMMUNICATION AND CONFIDENTIALITY**

The Parties hereby further agree to the following:

12. **COMMUNICATION**

Neither the SABC nor Dr Naves will make any disparaging remarks or statements to any third party (including, but not limited to employees, clients, customers, competitors and suppliers of services to the SABC; or the printed or electronic media) in respect of the other party.

13. **CONFIDENTIALITY**

The Parties shall keep the terms of this Agreement confidential and shall not disclose such terms to any third party, save insofar as it may be necessary to enforce the terms thereof.

14. **DOMICILIUM CITANDI ET EXECUTANDI**

The SABC and Dr Naves choose the following *domicilium citandi et executandi* for purposes herein at:

14.1. SABC:
RADIOPARK, CNR ARTILLERY AND HENLEY ROADS,
ABCKLAND PARK

14.2. Dr Naves:
MSF Attorneys- 98 Vorster Avenue
Glenanda - 2058

15. **GENERAL**

15.1 **REMEDIES**

No remedy conferred by this agreement is intended to be exclusive of any other remedy which is otherwise available at law, by statute or otherwise. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, by statute or otherwise. The election of any 1 (one) or more remedy by any of the parties shall not constitute a waiver by such party of the right to pursue any other remedy

LGM

W.D

16. **SEVERANCE**

If any provision of this agreement is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the relevant parties shall endeavour in good faith to agree to an alternative provision to the void, illegal or unenforceable provision.

17. **ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties and save as otherwise expressly provided, no modification, amendment or waiver of any of its provisions shall be effective unless made in writing specifically referring to this agreement and duly signed by or on behalf of the relevant parties.

18. **GOOD FAITH**

The parties record that they obtained legal or other advice in concluding this agreement and that they were advised regarding any actions which they may or may not have in terms of any statute or in terms of the common law. Each of the parties undertakes with the others to do all things reasonably within its/their power, which are necessary or desirable to give effect to the spirit and intent of this agreement.

19. **INTERPRETATION**

For the purposes of this agreement, unless the context requires otherwise:

- 19.1. The singular shall include the plural and vice versa;
- 19.2. Any reference to any one gender, whether masculine, feminine or neuter, includes the other two;
- 19.3. Any word or expression defined in and for the purposes of this agreement shall if expressed in the singular include the plural and vice versa and a cognate word or expression shall have a corresponding meaning;
- 19.4. References to "clauses" are to be construed as references to the clauses of this agreement;
- 19.5. References to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended,

LGM

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JT
NTS

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0297721 8
Document last saved: 30/11/2009 04:13 PM

extended, consolidated or replaced by the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute;

19.6. the words "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any foregoing words;

19.7. references to a person shall be construed so as to include that person's assigns, transferees or successors in title and shall be construed as including references to an individual, firm, partnership, joint venture, company, corporation, unincorporated body of persons or any state or any agency of a state.

19.8. All the headings and sub-headings in this agreement are for convenience only and are not to be taken into account for the purposes of interpreting it.

20. JURISDICTION

This agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

THUS DONE AND SIGNED AT JOHANNESBURG ON THIS 30 DAY OF NOVEMBER 2009



For and on behalf of the
**South African Broadcasting
Corporation**

THUS DONE AND SIGNED AT Scamilton ON THIS 2nd DAY OF December ~~NOVEMBER~~ 2009



Dr P M Naves

M.D

JT026

MEMORANDUM OF AGREEMENT

ENTERED INTO BETWEEN

MBULU NEPFUMBADA

("Employee")

AND

THE SOUTH AFRICAN BROADCASTING CORPORATION SOC LIMITED

("Employer")

MUTUAL SEPARATION AGREEMENT

1. The parties hereto have agreed to mutually terminate the employment relationship on the terms and conditions recorded hereunder:
 - 1.1. The Employee agrees that upon signing of this agreement she shall not proceed with any and all past, present or future claims,

Handwritten signatures and initials: MBULU, JT, and others.

demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation against the Employer which the Employee now has or which may hereafter accrue or otherwise be acquired by the Employee, on account of, or in any way flowing from the termination of the employment relationship or any issue resulting from the employment relationship between the parties;

- 1.2 By entering into this agreement, the Employer does not admit or acknowledge that the Employee's services were unfairly and/or unlawfully terminated;
- 1.3 The Employer hereby agrees to pay the Employee an amount of **R 3 010 114-52 (Three Million Ten Thousand One Hundred and Fourteen Rand and Fifty Two Cents)**. This amount reflects a **TGRP** payment of **nineteen (19)** months. Accrued leave will be paid to the Employee separately.
- 1.4 The amount referred to in paragraph 1.3 above shall be subject to all statutory deductions; and

M.D.

R UN SE
B AR

- 1.5 The amount referred to in paragraph 1.3 shall be paid into the Employee's bank account by way of electronic funds transfer within seven (7) days from having obtained the relevant SARS tax directive. In this regard the Employer shall apply to the SARS for such a tax directive. The Employee undertakes to do all that may be necessary to enable the Employer to obtain such a tax directive;
- 1.6 The last day of employment of the Employee will be Tuesday 28 June 2016.
2. The terms and conditions of this agreement shall be in full and final settlement of any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation against the Employer which the Employee now has, or which may hereafter accrue or otherwise be acquired by the Employee, on account of, or in any way flowing from the termination of the employment relationship or any issue resulting from the employment relationship between the parties.
3. No variation, modification or waiver of any of the provisions of this agreement or consent to any departure there from shall in any manner be of any force or effect unless confirmed in writing and signed by the parties

Handwritten signatures and initials in the bottom right corner, including "JT", "SE", and "AR".

and such variation, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.

4. No failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred on such party in terms of this agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such power or right preclude any other or further exercises thereof or the exercise of any power or right under this agreement.
5. This agreement constitutes the sole agreement between the parties and any representation not contained herein shall be of no force and effect between the parties.
6. No party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.
7. The parties have read and understood the contents of this agreement. Each party confirms that signature of this agreement has been done freely and voluntarily.

SCF
[Signature]
[Signature]

[Signature]

M.D.

8. It is specifically recorded that this agreement will not set and/or create a precedent of any nature whatsoever.
9. This agreement will be private and confidential between the parties and no term and/or condition hereof may be disclosed to any other party unless such party is entitled thereto in law or without the written consent of the other party.
10. Both parties undertake to, prior to disclosure to a party entitled in law thereto, to inform the other party of such contemplated disclosure and to jointly, if necessary, take all reasonable and lawful steps possible to prevent the disclosure;

Thus done and signed at JOHANNESBURG on this 29TH day of JUNE 2016 in the presence of the undersigned witnesses.

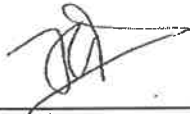

MBULU NEPFUMBADA

WITNESSES

1. 
2. 



Thus done and signed at Auckland Park on this 29 day of
June in the presence of the undersigned witnesses.



FOR AND ON BEHALF OF THE
SABC SOC LTD

WITNESSESS

1. Alve

2. [Signature]

Mr. D

JT 027

MEMORANDUM OF AGREEMENT

ENTERED INTO BETWEEN

MANDIWE PRECIOUS NKOSI

("Employee")

AND

THE SOUTH AFRICAN BROADCASTING CORPORATION SOC LIMITED

("Employer")

MUTUAL SEPARATION AGREEMENT

1. The parties hereto have agreed to mutually terminate the employment relationship on the terms and conditions recorded hereunder:

M. J. W. [Signature]

- 1.1. The Employee agrees that upon signing of this agreement he shall not proceed with any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation against the Employer which the Employee now has or which may hereafter accrue or otherwise be acquired by the Employee, on account of, or in any way flowing from the termination of the employment relationship or any issue resulting from the employment relationship between the parties;
- 1.2 By entering into this agreement, the Employer does not admit or acknowledge that the Employee's services were unfairly and/or unlawfully terminated;
- 1.3 The Employer hereby agrees to pay the Employee an amount of **R 3 025 849-39 (Three Million and Twenty Five Thousand Eight Hundred and Forty Nine Rand and Thirty Nine Cents)**. This amount reflects a **TGRP** payment of **TWENTY ONE (21)** months. The cash value of accrued leave will be paid to the Employee separately.

M.D
M.D

M.D

- 1.4 The amount referred to in paragraph 1.3 above shall be subject to all statutory deductions;
- 1.5 The amount referred to in paragraph 1.3 shall be paid into the Employee's bank account by way of electronic funds transfer within **seven (7) days** from having obtained the relevant SARS tax directive. In this regard the Employer shall apply to the SARS for such a tax directive. The Employee undertakes to do all that may be necessary to enable the Employer to obtain such a tax directive; and
- 1.6 The last day of employment of the Employee will be **Friday 23 September 2016**.
2. The terms and conditions of this agreement shall be in full and final settlement of any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation against the Employer which the Employee now has, or which may hereafter accrue or otherwise be acquired by the Employee, on account of, or in any way flowing from the termination of the employment relationship or any issue resulting from the employment relationship between the parties.

M.D



3. No variation, modification or waiver of any of the provisions of this agreement or consent to any departure there from shall in any manner be of any force or effect unless confirmed in writing and signed by the parties and such variation, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.
4. No failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred on such party in terms of this agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such power or right preclude any other or further exercises thereof or the exercise of any power or right under this agreement.
5. This agreement constitutes the sole agreement between the parties and any representation not contained herein shall be of no force and effect between the parties.
6. No party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.



7. The parties have read and understood the contents of this agreement. Each party confirms that signature of this agreement has been done freely and voluntarily.
8. It is specifically recorded that this agreement will not set and/or create a precedent of any nature whatsoever.
9. This agreement will be private and confidential between the parties and no term and/or condition hereof may be disclosed to any other party unless such party is entitled thereto in law or without the written consent of the other party.
10. Both parties undertake to, prior to disclosure to a party entitled in law thereto, to inform the other party of such contemplated disclosure and to jointly, if necessary, take all reasonable and lawful steps possible to prevent the disclosure;

Thus done and signed at Johannesburg on this 26th day of September in the presence of the undersigned witnesses.


MANDIWE NKOSI

WITNESSESS

1. _____

2. _____

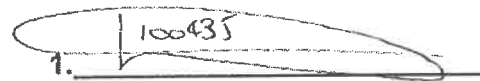



Thus done and signed at Johannesburg on this 26th day of September 2011 in the presence of the undersigned witnesses.



FOR AND ON BEHALF OF THE
SABC SOC LTD

WITNESSES

1.  100435

2. 

M.D.



Mrs MP Nkosi (102167)
Contract Details

Item	Current Annual TGRP	Current Monthly TGRP	Oct 2016 - June 2018 (21 Months) (Cash Value of Remainder of Contract)
Basic Salary	1 154 836.80	96 236.40	2 020 964.40
Housing Allowance	23 640.00	1 970.00	41 370.00
Car Allowance	120 000.00	10 000.00	210 000.00
Other Cash	19 971.24	1 664.27	34 949.67
Special Allowance	141 664.20	11 805.35	247 912.35
Group Life	11 031.00	919.25	19 304.25
Medical Aid	0.00	0.00	-
RPM 13th Cheque Allowance	96 236.40	8 019.70	168 413.70
Pension Fund	161 677.15	13 473.10	282 935.02
Grand Total	1 729 056.79	144 088.07	3 025 849.39

Plus Current Leave Balance (30 Sep 2016)

39.75

Cash Value of Current Leave

141 409.27

Grand Total (TCTC Plus Leave)

3 167 258.66

jvs/26 September 2016

[Handwritten signature]

JT028

MEMORANDUM OF AGREEMENT

ENTERED INTO BETWEEN

BHUTI LESLIE NTLOKO
("Employee")

AND

THE SOUTH AFRICAN BROADCASTING CORPORATION SOC LIMITED
("Employer")

MUTUAL SEPARATION AGREEMENT

1. The parties hereto have agreed to mutually terminate the employment relationship on the terms and conditions recorded hereunder:
 - 1.1. The Employee agrees that upon signing of this agreement he shall not proceed with any and all past, present or future claims,

M.D

 BM

demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation against the Employer which the Employee now has or which may hereafter accrue or otherwise be acquired by the Employee, on account of, or in any way flowing from the termination of the employment relationship or any issue resulting from the employment relationship between the parties;

- 1.2 By entering into this agreement, the Employer does not admit or acknowledge that the Employee's services were unfairly and/or unlawfully terminated;
- 1.3 The Employer hereby agrees to pay the Employee an amount of **R 2 970 443-90 (Two Million Nine Hundred and Seventy Thousand Four Hundred and Forty Three Rand and Ninety Cents)**. This amount reflects a TGRP payment of **THIRTEEN (13)** months. Accrued leave will be paid to the Employee separately.
- 1.4 The amount referred to in paragraph 1.3 above shall be subject to all statutory deductions; and

M-D

 PDE

- 1.5 The amount referred to in paragraph 1.3 shall be paid into the Employee's bank account by way of electronic funds transfer within **seven (7) days** from having obtained the relevant SARS tax directive. In this regard the Employer shall apply to the SARS for such a tax directive. The Employee undertakes to do all that may be necessary to enable the Employer to obtain such a tax directive;
- 1.6 The last day of employment of the Employee will be **Friday 30 September 2016**.
2. The terms and conditions of this agreement shall be in full and final settlement of any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation against the Employer which the Employee now has, or which may hereafter accrue or otherwise be acquired by the Employee, on account of, or in any way flowing from the termination of the employment relationship or any issue resulting from the employment relationship between the parties.
3. No variation, modification or waiver of any of the provisions of this agreement or consent to any departure there from shall in any manner be of any force or effect unless confirmed in writing and signed by the parties



and such variation, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.

4. No failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred on such party in terms of this agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such power or right preclude any other or further exercises thereof or the exercise of any power or right under this agreement.
5. This agreement constitutes the sole agreement between the parties and any representation not contained herein shall be of no force and effect between the parties.
6. No party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.
7. The parties have read and understood the contents of this agreement. Each party confirms that signature of this agreement has been done freely and voluntarily.

W.D

 BPR

8. It is specifically recorded that this agreement will not set and/or create a precedent of any nature whatsoever.
9. This agreement will be private and confidential between the parties and no term and/or condition hereof may be disclosed to any other party unless such party is entitled thereto in law or without the written consent of the other party.
10. Both parties undertake to, prior to disclosure to a party entitled in law thereto, to inform the other party of such contemplated disclosure and to jointly, if necessary, take all reasonable and lawful steps possible to prevent the disclosure;

Thus done and signed at AUCKLAND PARK on this 27TH day of SEPTEMBER 2016 in the presence of the undersigned witnesses.


LESLIE NTLOKO

WITNESSES

1. _____

2. _____

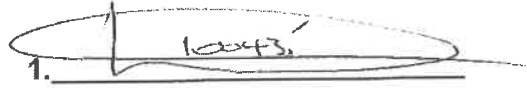



Thus done and signed at Johannesburg on this 27th day of September 2016 in the presence of the undersigned witnesses.



FOR AND ON BEHALF OF THE
SABC SOC LTD

WITNESSES

1. 

2. 

G.M

B.M



Mr BL Ntloko (13118)
Contract Details

Item	Current Annual TGRP	Current Monthly TGRP	Oct 2016 - Oct 2017 (13 Months) (Cash Value of Remainder of Contract)
Basic Salary	1 664 579.88	138 714.99	1 803 294.87
Housing Allowance	23 640.00	1 970.00	25 610.00
Car Allowance	168 000.00	14 000.00	182 000.00
Other Cash	436 107.24	36 342.27	472 449.51
Entertainment Allowance	2 500.00	208.33	2 708.33
Group Life	15 900.12	1 325.01	17 225.13
Medical Aid	59 464.80	4 955.40	64 420.20
RPM 13th Cheque Allowance	138 714.99	11 559.58	150 274.57
Pension Fund	233 041.18	19 420.10	252 461.28
Grand Total	2 741 948.21	228 495.68	2 970 443.90

Plus Current Leave Balance (30 Sep 2016)

35.75

Cash Value of Current Leave

181 813.23

Grand Total (TCTC Plus Leave)

3 152 257.13

jvs/26September 2016

M.D

JT 029

MEMORANDUM OF AGREEMENT

ENTERED INTO BETWEEN

WINNIFRED NELISIWE NZIMANDE

("Employee")

AND

THE SOUTH AFRICAN BROADCASTING CORPORATION SOC LIMITED

("Employer")

MUTUAL SEPARATION AGREEMENT

1. The parties hereto have agreed to mutually terminate the employment relationship on the terms and conditions recorded hereunder:

M. J. *[Signature]* *[Signature]* *[Signature]* *[Signature]*

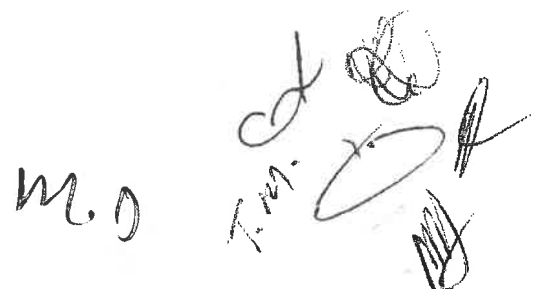
- 1.1. The Employee agrees that upon signing of this agreement she shall not proceed with any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation against the Employer which the Employee now has or which may hereafter accrue or otherwise be acquired by the Employee, on account of, or in any way flowing from the termination of the employment relationship or any issue resulting from the employment relationship between the parties;
- 1.2 By entering into this agreement, the Employer does not admit or acknowledge that the Employee's services were unfairly and/or unlawfully terminated;
- 1.3 The Employer hereby agrees to pay the Employee an amount of **R 899 273-44 (Eight Hundred and Ninety Nine Thousand Two Hundred and Seventy Three Rand and Forty Four Cents)**. This amount reflects a **TGRP** payment of **SEVEN (7)** months. The cash value of accrued leave will be paid to the Employee separately.
- 1.4 The amount referred to in paragraph 1.3 above shall be subject to all statutory deductions;

M.D

2

1.14. 

- 1.5 The amount referred to in paragraph 1.3 shall be paid into the Employee's bank account by way of electronic funds transfer within **seven (7)** days from having obtained the relevant SARS tax directive. In this regard the Employer shall apply to the SARS for such a tax directive. The Employee undertakes to do all that may be necessary to enable the Employer to obtain such a tax directive; and
- 1.6 The last day of employment of the Employee will be **Sunday 31 December 2016;**
2. The terms and conditions of this agreement shall be in full and final settlement of any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation against the Employer which the Employee now has, or which may hereafter accrue or otherwise be acquired by the Employee, on account of, or in any way flowing from the termination of the employment relationship or any issue resulting from the employment relationship between the parties.

Handwritten signatures and initials at the bottom right of the page. There are several distinct marks, including what appears to be a signature 'M.O.' and other scribbled initials.

3. No variation, modification or waiver of any of the provisions of this agreement or consent to any departure there from shall in any manner be of any force or effect unless confirmed in writing and signed by the parties and such variation, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.
4. No failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred on such party in terms of this agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such power or right preclude any other or further exercises thereof or the exercise of any power or right under this agreement.
5. This agreement constitutes the sole agreement between the parties and any representation not contained herein shall be of no force and effect between the parties.
6. No party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.

M.D

A cluster of handwritten signatures and initials in the bottom right corner, including a large 'A', a signature that appears to be 'J.W.', and several other stylized marks.



7. The parties have read and understood the contents of this agreement.
Each party confirms that signature of this agreement has been done freely and voluntarily.
8. It is specifically recorded that this agreement will not set and/or create a precedent of any nature whatsoever.
9. This agreement will be private and confidential between the parties and no term and/or condition hereof may be disclosed to any other party unless such party is entitled thereto in law or without the written consent of the other party.
10. Both parties undertake to, prior to disclosure to a party entitled in law thereto, to inform the other party of such contemplated disclosure and to jointly, if necessary, take all reasonable and lawful steps possible to prevent the disclosure;

Handwritten signatures and initials in black ink, located at the bottom right of the page. The signatures are stylized and appear to be of various individuals, possibly representing the parties to the agreement.

Thus done and signed at SABC on this 5th day of DECEMBER in the presence of the undersigned witnesses.


WINNIFRED NELISIWE NZIMANDE



WITNESSESS

1. 
2. 

Thus done and signed at Johannesburg on this 1st day of December 2016 in the presence of the undersigned witnesses.


FOR AND ON BEHALF OF THE
SABC SOC LTD

WITNESSESS

1. 
2. 

W.D

Mrs WN Nzimande (15795)
Contract Details

Item	Current Annual TGRP	Current Monthly TGRP	2 Months	3 Months	4 Months	6 Months	Remainder of Contract (7 Months)
Basic Salary	977,115.48	81,426.29	162,852.58	244,278.87	325,705.16	488,557.74	569,984.03
Housing Allowance	23,640.00	1,970.00	3,940.00	5,910.00	7,880.00	11,820.00	13,790.00
Car Allowance	120,000.00	10,000.00	20,000.00	30,000.00	40,000.00	60,000.00	70,000.00
Other Cash	137,217.00	11,434.75	22,869.50	34,304.25	45,739.00	68,608.50	80,043.25
Entertainment Allowance	1,680.00	140.00	280.00	420.00	560.00	840.00	980.00
Group Life	9,333.48	777.79	1,555.58	2,333.37	3,111.16	4,666.74	5,444.53
Medical Aid	54,403.20	4,533.60	9,067.20	13,600.80	18,134.40	27,201.60	31,735.20
RPM 13th Cheque Allowance	81,426.29	6,785.52	13,571.05	20,356.57	27,142.10	40,713.15	47,498.67
Pension Fund	136,796.17	11,399.68	22,799.36	34,199.04	45,598.72	68,398.08	79,797.76
Grand Total	1,541,611.62	128,467.63	256,935.27	385,402.90	513,870.54	770,805.81	899,273.44

Number of Leave Days	19,250,466.67
Cash Value of Leave	59,109.77
Total Amount	958,383.21

*Calculation excludes Dec 2016 Salary which will be paid through Payroll

Handwritten calculations:

$$55,100 \times 3 \text{ pm} = 165,300$$

$$55,100 \times 4 = 220,400$$

$$55,100 \times 5 = 275,500$$

$$55,100 \times 6 = 330,600$$

$$55,100 \times 7 = 385,700$$

$$2.911 \times 7 = 19$$

Handwritten signature: M. D

JT 030



Office of the Chairman: SABC Board
28th Floor, Radio Park, Henley Road
Auckland Park, 2094
Private Bag X1, Auckland Park, 2006
Johannesburg, Gauteng, South Africa
Tel +27 11 714-3786/ 2400, Fax +27 11 714-
2404
www.sabc.co.za

15 April 2019

Ms CP Ntombela-Nzimande

Email: clara.ntombela@gmail.com

Dear Ms Ntombela-Nzimande

RE: SABC APOLOGY

The SABC is currently on a process of renewal and rehabilitation. We are dealing with the past legacy of complete disregard for and collapse of governance processes. Included in this process is compliance with remedial action as prescribed in the Public Protector's report of 2013/2014 on the SABC.

The SABC would like to convey its profuse apologies to you, as a former executive of the corporation, who was subjected to malpractices as described in the Public Protector's report. We are conscious of the adverse findings made by the Public Protector against some of the former SABC Directors and management and we hereby affirm that most of the malpractices have already been addressed.

We, however, emphasise that a consistent review of a number of practices continues, in our quest to ensuring that the SABC becomes a public entity all of us can be proud of.

Yours faithfully

Mr B E Makhathini
SABC Board Chairperson

JT 031



South African Broadcasting Corporation Limited

MOHLOLO LEPHAKA
 GROUP EXECUTIVE: HUMAN RESOURCES (ACTING)
 Radio Park , Cnr Artillery and Henley Roads , Auckland
 Park, 2092. Private Bag X1 , Auckland Park 2006 ,
 Johannesburg, Gauteng, South Africa.
 Tel +27 11 714 3331 www.sabc.co.za
 Email: lephakam@sabc.co.za

25 OCTOBER 2016

MR C OLIVIER
 GENERAL MANAGER : FINANCE & OPERATIONS
 SABC
 JOHANNESBURG

Dear Mr Olivier

RE : SABC // MR C OLIVIER – SEPARATION

The above matter and the meetings held on **24 & 25 October 2016**, have reference.

During the abovementioned meetings management made it very clear that there was a breakdown in the relationship between the SABC and yourself and that the SABC contemplated severing the relationship going forward.

You were also informed that management would prepare a separation agreement and would provide you with a breakdown of the amount being offered.

Attached are the following documents:

1. **Separation Agreement; and**
2. **Document reflecting on the breakdown of the separation amount offered.**

Please be informed that your last day in service of the SABC will be **31 October 2016**.
You will also not be required to render any further services with immediate effect.

Furthermore, it should be noted that the SABC will effect payment of the said separation amount into your banking account within seven (7) days from having received the relevant tax directive.

The SABC herewith wants to thank you for your contributions made during your tenure with the SABC and we wish you everything of the best for the future.

Yours faithfully



MOHLOLO LEPHAKA

GROUP EXECUTIVE : HUMAN RESOURCES (ACTING)

I, **CHRISTIAN OLIVIER**, hereby acknowledge receipt of the letter and have noted the contents thereof.



SIGNATURE

25/10/16

DATE

I do not agree with this and reserve my rights.



M.O.



Mr C Olivier (1899)
Contract Details

Item	Current Annual TGRP	Current Monthly TGRP	24 Months	36 Months	48 Months	60 Months	Remainder of Contract (62 Months)
Basic Salary	1,629,095.28	135,757.94	3,258,190.56	4,887,285.84	4,887,285.84	8,145,476.40	8,416,992.28
Housing Allowance	-	0.00	-	-	-	-	-
Car Allowance	120,000.00	10,000.00	240,000.00	360,000.00	360,000.00	600,000.00	620,000.00
Other Cash	130,056.00	10,838.00	260,112.00	390,168.00	390,168.00	650,280.00	671,956.00
Entertainment Allowance	-	0.00	-	-	-	-	-
Group Life	15,561.12	1,296.76	31,122.24	46,683.36	46,683.36	77,805.60	80,399.12
Medical Aid	49,341.60	4,111.80	98,683.20	148,024.80	148,024.80	246,708.00	254,931.60
RPM 13th Cheque Allowance	-	0.00	-	-	-	-	-
Pension Fund	228,073.34	19,006.11	456,146.68	684,220.02	684,220.02	1,140,366.70	1,178,378.92
Grand Total	2,172,127.34	181,010.61	4,344,254.68	6,516,382.02	6,516,382.02	10,860,636.70	11,222,657.92

Number of Leave Days
Cash Value of Leave
Total Amount

55.75834
253,194.47
11,475,852.39

*Calculation excludes Oct 2016 Salary which will be paid through Payroll
** 13 Old Leave Days included in leave calculation

MEMORANDUM OF AGREEMENT

ENTERED INTO BETWEEN

CHRISTIAN OLIVIER

("Employee")

AND

THE SOUTH AFRICAN BROADCASTING CORPORATION SOC LIMITED

("Employer")

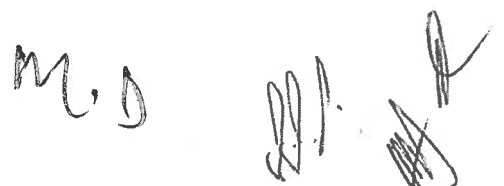
MUTUAL SEPARATION AGREEMENT

1. The parties hereto have agreed to mutually terminate the employment relationship on the terms and conditions recorded hereunder:

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Handwritten signature/initials

- 1.1. The Employee agrees that upon signing of this agreement he shall not proceed with any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation against the Employer which the Employee now has or which may hereafter accrue or otherwise be acquired by the Employee, on account of, or in any way flowing from the termination of the employment relationship or any issue resulting from the employment relationship between the parties;
- 1.2 By entering into this agreement, the Employer does not admit or acknowledge that the Employee's services were unfairly and/or unlawfully terminated;
- 1.3 The Employer hereby agrees to pay the Employee an amount of **R 11 222 657-92 (Eleven Million Two Hundred and Twenty Two Thousand Six Hundred and Fifty Seven Rand and Ninety Two Cents)**. This amount reflects a TGRP payment of **SIXTY TWO (62)** months. The cash value of accrued leave will be paid to the Employee separately.

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- 1.4 The amount referred to in paragraph 1.3 above shall be subject to all statutory deductions;
- 1.5 The amount referred to in paragraph 1.3 shall be paid into the Employee's bank account by way of electronic funds transfer within **seven (7) days** from having obtained the relevant SARS tax directive. In this regard the Employer shall apply to the SARS for such a tax directive. The Employee undertakes to do all that may be necessary to enable the Employer to obtain such a tax directive; and
- 1.6 The last day of employment of the Employee will be **31 October 2016**
2. The terms and conditions of this agreement shall be in full and final settlement of any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation against the Employer which the Employee now has, or which may hereafter accrue or otherwise be acquired by the Employee, on account of, or in any way flowing from the termination of the employment relationship or any issue resulting from the employment relationship between the parties.

3. No variation, modification or waiver of any of the provisions of this agreement or consent to any departure there from shall in any manner be of any force or effect unless confirmed in writing and signed by the parties and such variation, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.
4. No failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred on such party in terms of this agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such power or right preclude any other or further exercises thereof or the exercise of any power or right under this agreement.
5. This agreement constitutes the sole agreement between the parties and any representation not contained herein shall be of no force and effect between the parties.
6. No party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.

Three handwritten signatures are visible at the bottom right of the page. The first signature is 'M.D.', the second is 'J.P.', and the third is a stylized signature.

7. The parties have read and understood the contents of this agreement.
Each party confirms that signature of this agreement has been done freely and voluntarily.
8. It is specifically recorded that this agreement will not set and/or create a precedent of any nature whatsoever.
9. This agreement will be private and confidential between the parties and no term and/or condition hereof may be disclosed to any other party unless such party is entitled thereto in law or without the written consent of the other party.
10. Both parties undertake to, prior to disclosure to a party entitled in law thereto, to inform the other party of such contemplated disclosure and to jointly, if necessary, take all reasonable and lawful steps possible to prevent the disclosure;

Thus done and signed at _____ on this ____ day of _____ in the presence of the undersigned witnesses.

CHRISTIAN OLIVIER

WITNESSESS

1. _____

2. _____

m.d

[Handwritten signatures]

Thus done and signed at Johannesburg on this 25th day of October 2016 in the presence of the undersigned witnesses.



FOR AND ON BEHALF OF THE
SABC SOC LTD

WITNESSES

1. 

2. 



JT032



28 November 2016

MR JUNIOR QWABE
GENERAL MANAGER: ENGINEERING SERVICES
SABC
AUCKLAND PARK

Dear Mr Qwabe

NOTICE OF INTENTION TO DISCIPLINE

It has come to the attention of management that your behavior / conduct recently, is allegedly gross misconduct and gross insubordination for the reasons stipulate below:

At all material times hereto, you were:-

- employed as the General Manager: Engineering Services;
- responsible for managing and overseeing all activities of project management, directing, managing, motivating and developing (engineering) team;
- responsible for providing the engineering team with a clear sense of direction, take charge, organise resources and steer others towards successful task accomplishment; and
- required to make clear, rational, realistic and sound decisions based on consideration of all the facts and alternatives available to you.

MULTI-PURPOSE SET AND STUDIO AT STUDIOS 7 AND 11 (THE STUDIO PROJECT)

At all material times, you were aware that on or about 31 August 2015, the SABC had approved the manufacturing, delivery and installation of a Broadcast Studio to broadcast the 2015 Rugby World Cup, the South African 2016 local municipality elections and the 2016 Olympic Games. The SABC appointed Vision View to carry out the contract.

It was your duty and responsibility to ensure that the project was successfully carried out and implemented.

GROSS MISCONDUCT

It is alleged that you were in breach of your contractual obligations as set out above, and in dereliction of your duties, between the period 1 August - 31 December 2015, you:

- refused and/or failed to comply with an instruction from Mr Padayachee, Acting GE: Media Technology Infrastructure, to include the studio project in the document pack for ratification by the Technology Investment Committee(TIC);
- failed to ensure that the Studio project was loaded, alternatively, timeously loaded, on the SABC's SAP system to enable payment to be made to Vision View, the contracted service provider, as and when payment fell due;
- failed to appoint a project manager and systems integrators, alternatively, to instruct Mr Sooklal to manage the execution of the Studio project;
- failed to comply with an instruction from Mr Padayachee to make inputs into, or act in accordance with the contents of the business case for the Studio project;
- failed to share information about the Studio project with your subordinates to enable them to discharge their duties and responsibilities in relation thereto;
- were insolent, alternatively acted in an obstructive manner by refusing to sign the business case on 6 November 2015; and
- failed to ensure that the entire Studio project as approved was completed.

GROSS INSUBORDINATION, ALTERNATIVELY, REFUSAL TO OBEY LAWFUL AND/OR REASONABLE INSTRUCTIONS; AND DERELECTION OF DUTIES

At all material times, you were aware that Vision View, the appointed service provider for the Studio project referred to above, was required to relocate the Broadcast Studio from SABC Henley Studio to Studio 7 for purposes of the broadcast of the 2016 Local Municipal Elections and the Olympic games.



Gross misconduct

It is alleged that you are guilty of gross misconduct in that you:

- refused or failed to comply with a direct, lawful and reasonable instructions issued by the Group Executive: News and Current Affairs, and Mr Tseliso Ralitabo, the Acting Group Executive: Technology, to assign Tony Main and Alan Visser to News and IT Services as project managers for the 2016 Local Municipal Elections;
- refused to find and appoint a replacement for Mr Jan Swanevelder as project manager for the DTT project; and
- refused and/or failed to appoint project managers and System Integrators for the Studio and DTT Projects.

You are hereby informed that management is contemplating instituting disciplinary action against you in respect of the above allegations.

You are hereby requested to make written submissions as to why management should not proceed with the contemplated disciplinary action against you.

The submission should reach the office of **Mr Tseliso Ralitabo, Group Executive: Media Technology Infrastructure** by no later than close of business on **Monday, 5 December 2016**.

Yours Sincerely,



TSELISO RALITABO
GROUP EXECUTIVE: MEDIA TECHNOLOGY INFRASTRUCTURE



6.14



Office of Acting GE Technology
Room 1301 -- Radio Park
Henley Road
Auckland Park

Telephone number: 011 714 2712
Fax number: 011 714 3398

14 MARCH 2016

MR J QWABE
GENERAL MANAGER: ENGINEERING SERVICES
TECHNOLOGY DIVISION
SABC
JOHANNESBURG

Dear Mr Qwabe

RE : NOTICE OF SUSPENSION

Our letter dated 9 March 2016 and your response dated 11 March 2016, have reference.

Please be advised that after a careful consideration of your response and the representations set out in your letter under reply and having taken into account all the facts, it was resolved that the serious nature of the alleged misconduct and the potential that your presence at the workplace may interfere with the investigation, to suspend your services with the SABC with immediate effect pending the finalisation of an investigation. Your suspension is with full remuneration.

Please hand in your SABC access card, office keys, laptop, iPad / Tablet and 3G card to the Acting Human Resources Manager, Mr Shimane Matjeke, before leaving the premises of the SABC.

Please keep the office of the Acting Group Executive: Technology informed of your whereabouts should you need to leave the Johannesburg area for any reason, as the

SABC might need to liaise with you in respect of the investigation, during your suspension.

During the suspension period, you are not allowed to have any communication with any employee, without obtaining prior permission from the office of the **Acting Group Executive: Technology**. You will be informed of the outcome of the investigation in due course.

Yours faithfully



TSELISO RALITABO
GROUP EXECUTIVE: TECHNOLOGY (ACTING)

I, Junior Qwabe, herewith acknowledge receipt of the letter and have noted the contents thereof.



SIGNATURE

14/05/2016
DATE

0.100

MEMORANDUM OF AGREEMENT

ENTERED INTO BETWEEN

ELIJAH QWABE

("Employee")

AND

THE SOUTH AFRICAN BROADCASTING CORPORATION SOC LIMITED

("Employer")

MUTUAL SEPARATION AGREEMENT

1. The parties hereto have agreed to mutually terminate the employment relationship on the terms and conditions recorded hereunder:

m. d *y. d*

- 1.1. The Employee agrees that upon signing of this agreement he shall not proceed with any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation against the Employer which the Employee now has or which may hereafter accrue or otherwise be acquired by the Employee, on account of, or in any way flowing from the termination of the employment relationship or any issue resulting from the employment relationship between the parties;
- 1.2 By entering into this agreement, the Employer does not admit or acknowledge that the Employee's services were unfairly and/or unlawfully terminated;
- 1.3 The Employer hereby agrees to pay the Employee an amount of **R 1 943 895-25 (One Million, Nine Hundred and Forty-three Thousand, Eight Hundred and Ninety-five Rand and twenty-five Cents)**. This amount reflects a TGRP payment of **THIRTEEN (13)** months. Accrued leave will be paid to the Employee separately.
- 1.4 The amount referred to in paragraph 1.3 above shall be subject to all statutory deductions; and

W.D.

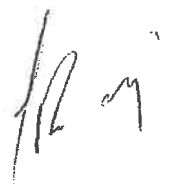
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- 1.5 The amount referred to in paragraph 1.3 shall be paid into the Employee's bank account by way of electronic funds transfer within **seven (7)** days from having obtained the relevant SARS tax directive. In this regard the Employer shall apply to the SARS for such a tax directive. The Employee undertakes to do all that may be necessary to enable the Employer to obtain such a tax directive;
- 1.6 The last day of employment of the Employee will be **Tuesday, 28 February 2017.**
2. The terms and conditions of this agreement shall be in full and final settlement of any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation against the Employer which the Employee now has, or which may hereafter accrue or otherwise be acquired by the Employee, on account of, or in any way flowing from the termination of the employment relationship or any issue resulting from the employment relationship between the parties.
3. No variation, modification or waiver of any of the provisions of this agreement or consent to any departure there from shall in any manner be of any force or effect unless confirmed in writing and signed by the parties

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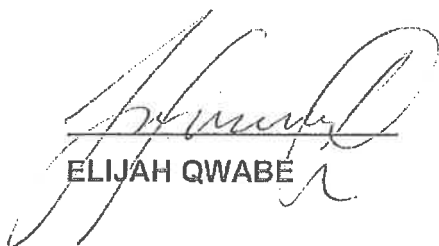
and such variation, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.

4. No failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred on such party in terms of this agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such power or right preclude any other or further exercises thereof or the exercise of any power or right under this agreement.
5. This agreement constitutes the sole agreement between the parties and any representation not contained herein shall be of no force and effect between the parties.
6. No party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.
7. The parties have read and understood the contents of this agreement. Each party confirms that signature of this agreement has been done freely and voluntarily.

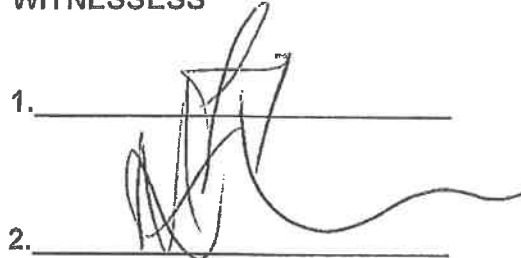



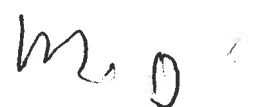
8. It is specifically recorded that this agreement will not set and/or create a precedent of any nature whatsoever.
9. This agreement will be private and confidential between the parties and no term and/or condition hereof may be disclosed to any other party unless such party is entitled thereto in law or without the written consent of the other party.
10. Both parties undertake to, prior to disclosure to a party entitled in law thereto, to inform the other party of such contemplated disclosure and to jointly, if necessary, take all reasonable and lawful steps possible to prevent the disclosure;

Thus done and signed at Ruekland Park on this 17 day of February in the presence of the undersigned witnesses.


ELIJAH QWABE

WITNESSES

1. 
2. 



Thus done and signed at Auckland Park on this 19th day of January 2017 in the presence of the undersigned witnesses.

Iseliso Ralibabo
FOR AND ON BEHALF OF THE
SABC SOC LTD

WITNESSESS

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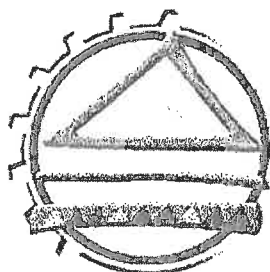
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**CCMA**

Arbitration Award

Case Number: GAJB26418-15Commissioner: Timothy BoyceDate of Award: 19-Sep-2016In the **ARBITRATION** betweenBEMAWU obo Radebe, Tumiso

(Union/Applicant)

and

SABC Ltd

(Respondent)

Union/Employee's representative: Mr du BuissonUnion/Applicant's address: PO Box 203Rooihuiskraal0149Telephone: 080 023-6298Telefax: 086 671-5585E-mail: headoffice@bemawu.org.zaEmployer's representative: Mr NalediRespondent's address: c/o Ncube Incorporated AttorneysRosebank Terrace North25 Surdee Avenue, Rosebank2198Telephone: 011 714-3863, 011 714-9111, 011 714-4614Telefax: 011 714-4030, 011 714-3001, 011 714-2647, 011 714-2764, 011 880-4188, 011 714-2167, 011 880-4183E-mail: nkosimp@sabc.co.za / levit@ncubeinc.co.zaJT
M.D

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THE PARTIES

1. The employee, Tumiso Khulu Radebe, was represented at the arbitration by a union official, Mr du Buisson.
2. The employer, SABC Limited, was represented by an attorney, Mr Nakedi.
3. The dispute that arose was referred for conciliation to the CCMA on 15 December 2015 and, when the dispute remained unresolved, same was referred to the CCMA for arbitration. The proceedings were mechanically recorded.

THE ISSUES

4. The sole issue to be determined is whether the suspension of the employee by the employer, from 26 November 2015 to date, constitutes an unfair labour practice as contemplated by Section 186 (2) (b) of the Labour Relations Act 66 of 1995, as amended (the LRA).

THE EVIDENCE

5. The employee testified that he is employed by the employer as its General Manager: Procurement Operations. He is employed in terms of a 5-year fixed term employment contract from 1 September 2013 to 31 August 2018. The employee has a National Diploma in Packaging Management, a B Tech Degree in Logistics, and an MBA. He has 15 years' experience in procurement and supply chain management and he has previously worked for entities such as Standard Bank, Total, British American Tobacco, the SA Post Office and General Electric. The employee has 3 line managers who report to him. He has been suspended on full pay since 26 November 2015.
6. The employee referred to the employer's "Personnel Regulations" which "constitute terms and conditions of employment" (vide B61ff). Paragraph 12 of the "Personnel Regulations" provides: "Where, *prima facie*, an employee has *inter alia* committed an act of serious misconduct such as assault or theft or fraud, the employee may be suspended pending an investigation and/or the holding of a disciplinary hearing" (vide B68). The employee denied committing any serious misconduct.
7. The employee gave detailed evidence concerning the four allegations of misconduct which were levelled against him in the "Notice of Intention to Suspend" (vide B250). It is not necessary to summarize all of this evidence since the employer failed to adduce any evidence concerning the employee's alleged misconduct. A brief summary of the employee's evidence in respect of the alleged misconduct is set out in paragraphs 8 – 11 below.
8. Allegation 1: "Failure to respond to and/or resolve the findings in the Internal Audit Reports issued 10 October 2014 and 31 August 2012 respectively, particularly the review of SCM policies and procedures".

The employee testified that he was not guilty of this allegation since, *inter alia*:

- He could not remember whether he was ever asked to respond to and/or resolve findings in the Internal Audit Report which was allegedly issued on 31 August 2012;

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- The SCM (Supply Chain Management) policies referred to in the Internal Audit Report which was issued on 10 October 2014 were reviewed (vide B270, 274, 282, 283, 285, 288, 289, 290 and 292).
9. Allegation 2: "Failure to implement BAC, Exco and Board Resolutions that relate to your area of responsibility, i.e. failure to terminate uMhlanga Resources Contract".
The employee testified that he was not guilty of this allegation since, *inter alia*:
 - He provided the BAC (Bid Adjudication Committee) with several reports in which he recommended that the uMhlanga Resources Contract should be terminated (vide B79, 80, 91, 92, 93, 94, 95 and 96);
 - He made four submissions concerning the termination of the uMhlanga Resources Contract (See, for example, B99 and 148) yet the BAC did not pass such a resolution;
 - It was beyond the employee's control to terminate the uMhlanga Resources Contract and he had no idea why the BAC did not resolve to terminate this contract.
 10. Allegation 3: "Deliberately preventing and/or delaying payments to service providers bringing the SABC into serious disrepute".
The employee testified that he was not guilty of this allegation since, *inter alia*:
 - He did not prevent or delay payments to service providers, save for one payment to PWC which was delayed because the procurement was irregular;
 - The PWC procurement was irregular for several reasons including the fact that the CFO (Chief Financial Officer) and acting CEO (Chief Executive Officer), James Aguma (Aguma) had a conflict of interest as he was previously employed by PWC;
 - The instruction by Aguma to the employee to approve a R10 million purchase order (for the PWC procurement) was unlawful since the amount reflected in the PWC contract was only for R8,25 million (vide D166 and 169).
 11. Allegation 4: "Deliberate disregard of Board and Audit Committee and Exco Resolutions regarding the appointment of service providers to assist with the Clean Audit Project".
 12. The employee stated that he is currently suspended on full pay. He has not yet been issued with a charge sheet nor has he been given a date for him to attend a disciplinary hearing. The employee seeks the upliftment of his suspension and he added that Aguma should be punished for grossly abusing the powers of the CEO. There is no substance to any of the allegations of misconduct levelled against the employee and he stated that his suspension has tarnished his reputation. In response to a question by me, the employee conceded that the employer is entitled to suspend an employee pending a disciplinary hearing but he stated that such a suspension is only justified if the employer reasonably believes that the employee concerned is guilty of serious misconduct. The employee has also been prejudiced by his suspension since he cannot apply for internal or external positions, and he also does not qualify for a performance bonus.
 13. During cross examination, the employee stated that he wants Aguma to be "sent to jail" for abusing his powers. In terms of the employee's payslip dated 28 June 2016 (vide annexure D), his basic salary is R85 285.69 per month. Regarding allegation 4, the employee stated that he has never seen a resolution regarding the appointment of PWC to assist with the Clean Audit Project.
 14. As far as allegation 3 was concerned, the employee admitted that he delayed the payment to PWC, but he explained that he was doing his job when he refused to create a R10 million purchase order as the PWC contract was for an amount of R8,25 million. The instruction to

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create a purchase order for R10 million for the payment of PWC was, therefore, an unlawful instruction.

15. The employee stated that he was never provided with a BAC Resolution to terminate the uMhlanga Resources Contract (allegation 2), and he pointed out that he repeatedly recommended the termination of the uMhlanga Resources Contract. The tax clearance certificate for uMhlanga Resources was fraudulent and it was for that reason that the employee recommended the termination of the uMhlanga Resources Contract. This contract has still not been terminated. The employee denied that the employer had any evidence against him in respect of allegation 2, and he stated that Aguma knew that he and the Head of Procurement, Madoda Shushu (Shushu), had tried to have the uMhlanga Resources Contract terminated.
16. Regarding allegation 1, the employee stated that he did respond to the findings in the Internal Audit Report which was issued on 10 October 2014. He and Shushu recommended the review of the SCM policy and they determined the target date of 31 December 2014. This target date was, however, not met and the SCM policy was only approved during or about April 2016.
17. The employer's sole witness, Mr Mathebula, testified that he is the acting Chief Audit Executive. Mathebula's department audits other departments in order to ensure that there is corporate governance. The internal audit report for SCM was signed off by Mathebula on 10 October 2014 (vide A43ff). The recommendation in the report was that management should expedite the review of the SCM policy.
18. During cross examination, Mathebula agreed that the target date for the review of the SCM policy has now been met. He conceded that neither the employee nor Shushu were to blame for the delay in reviewing the SCM policy. The SCM policy was submitted to Exco during September 2014. Mathebula was unaware why the target date for approval of the SCM policy was not met.

ANALYSIS OF EVIDENCE AND ARGUMENT

19. Section 23 (1) of the Constitution of the Republic of South Africa, Act 108 of 1996, entrenches the right to fair labour practices. The employee *in casu* who bears the onus of proof, contended that the employer committed an unfair labour practice by suspending him on 26 November 2015 (vide Section 186 (2) (b) of the LRA). The employer denied that any unfair labour practice was committed by it.
20. The wording of Section 186 (2) (b) of the LRA and, in particular, the use of the word "other" make it abundantly clear that an "unfair suspension" is but one type of "unfair disciplinary action short of dismissal". What this means is that the employee concerned, in order to prove that an unfair labour practice has been committed, is enjoined to prove that his/her suspension constituted "unfair disciplinary action short of dismissal" or that the suspension was disciplinary in nature. Disciplinary action short of dismissal will obviously include punitive action taken against an employee by an employer, such as a written warning, demotion, suspension from work, or the like. An employee will also succeed in proving that his/her suspension amounted to "disciplinary action short of dismissal" when it is shown that the said suspension was disciplinary in nature. When an employee is suspended for an inordinate period of time, or when the employer, following the suspension of an employee, decides not to hold a disciplinary hearing, this will constitute "disciplinary action short of dismissal" since it is plainly disciplinary in nature (vide Salid v Mohamed NO and Others

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(2000) 21 ILJ 1204 (LC)). The suspension of the employee *in casu*, which has already endured for some 10 months with no disciplinary hearing in sight, is undoubtedly disciplinary in nature. The employee's unchallenged evidence was that his suspension has tarnished his reputation and precluded him from applying for a performance bonus, and these are just some of the reasons why his suspension, albeit on full pay, constitutes "disciplinary action short of dismissal". Although an employee's suspension may sometimes be justified, it is trite law that suspensions, generally speaking, "have a detrimental impact on the affected employee and may prejudice his or her reputation, advancement, job security and fulfillment" (vide SA Post Office Ltd v Jansen van Vuuren NO and Others [2008] 8 BLLR 798 (LC)). In the circumstances, I am satisfied that the suspension of the employee by the employer on 26 November 2015 constituted conduct by the employer which fell within the parameters of Section 186 (2) (b) of the LRA, viz. "disciplinary action short of dismissal".

21. The next issue to be determined is whether the employee's suspension was "unfair". An appropriate and convenient starting point for this enquiry is the employer's "Personnel Regulations" (vide B61ff) which "constitute terms and conditions of employment". Paragraph 12 of the "Personnel Regulations" reads: "Where, *prima facie*, an employee has *inter alia* committed an act of serious misconduct such as assault or theft or fraud, the employee may be suspended pending an investigation and or the holding of a disciplinary hearing" (vide B68). What this means is that the employer and the employee have agreed that the employee will not be suspended unless the employer at least has *prima facie* evidence that the employee "committed an act of serious misconduct". Absent *prima facie* evidence of serious misconduct by the employee his suspension will amount to a violation of his "terms and conditions of employment", and it is axiomatic that such a suspension will be unfair.
22. Having regard to the evidence before me, both *viva voce* and documentary, it is patently clear that there was not a scintilla of evidence (*prima facie* or otherwise) that the employee "committed an act of serious misconduct". On the contrary, the evidence before me shows that there is no substance whatsoever to any of the four allegations of misconduct embodied in the notice of suspension (vide B250). Allegations 2 and 3 in particular were bizarre to say the least since the employee's unequivocal evidence was that:
 - *Apropos* allegation 2, far from committing misconduct by failing to terminate the uMhlanga Resources Contract, the employee was, in fact, the person who repeatedly recommended to the BAC (Bid Adjudication Committee) that the uMhlanga Resources Contract should be terminated.
 - *Apropos* allegation 3, the employee did not commit any "serious misconduct" (or any misconduct at all), and his refusal to comply with an unlawful instruction from the CFO and acting CEO (Aguma) was both laudable and courageous. The aforementioned Aguma, when giving the employee the instruction in question, sought to prevail upon the employee to approve a R10 million purchase order when the clearly stipulated amount in the PWC contract was an amount of R8,25 million. The employee was perfectly entitled, indeed obliged, to refuse to approve the PWC purchase order for R10 million, and the allegation that the aforementioned refusal by the employee amounted to misconduct by him is simply incomprehensible.
23. In the circumstances, and given that there was not even *prima facie* evidence of "serious misconduct" by the employee, it is plain that the employee's suspension on 26 November 2015 was, and still is, an "unfair act" by the employer as envisaged by Section 186 (2) (b) of the LRA.

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24. Section 193 (4) of the LRA states: "An arbitrator appointed in terms of this Act may determine any unfair labour practice dispute referred to the arbitrator, on terms that the arbitrator deems reasonable, which may include ordering reinstatement, re-employment or compensation". In the present matter, I am of the view that an appropriate remedy for the employer's "unfair act" (i.e. the suspension of the employee on 26 November 2015) is an order that the suspension is immediately uplifted and that an amount of compensation is paid to the employee. In determining an appropriate amount of compensation, I have had regard to the circumstances of the employee's suspension and the fact that his suspension has been on full pay. In the circumstances, I am of the view that compensation equal to 2 months' of the employee's basic salary constitutes "just and equitable" compensation.

AWARD

25. I, therefore, resolve the dispute by finding that the suspension of the employee by the employer on 26 November 2015 constituted an unfair labour practice as contemplated by Section 186 (2) (b) of the LRA.
26. The employer, SABC Limited, is, consequently, ordered to:
- Immediately uplift the suspension of the employee, Tumiso Khulu Radebe, and allow him to return to work no later than 26 September 2016;
 - Pay to the employee, Tumiso Khulu Radebe, on or before 26 September 2016, compensation in the amount of R170 571.38.

TIMOTHY BOYCE
Senior Commissioner
Chambers, Sandton.

m. d
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JT 034

Sello Xama

From: radebet777 <radebet777@gmail.com>
Sent: Monday, November 21, 2016 9:50 AM
To: Mzu Ndlovu
Cc: Elijah Mokoka; Andre Weber; Kobus Potgieter; Mohlolo Lephaka
Subject: RE: Tumiso Radebe Employment Contract Discussions

Good morning!

To enable us to reach a conclusion and avoid lengthy & costly processes, I hereby confirm that this can be the final payment, the R100 000 less tax & neither party owes the other anything beyond this. This is the final settlement to be paid out & let there be no further disagreements/misunderstanding to make us revisit the original judgement.

Have a great day further.

Kind regards
Tumiso Radebe

On 21 Nov 2016 09:37, "Mzu Ndlovu" <NdlovuM@sabc.co.za> wrote:

Dear Tumiso,

This serves to confirm our discussions that the amount to be paid out to you is the R100 000 minus tax. Kindly reply so that the Payroll Department can process the payment.

Regards

✓

Mzu

From: radebet777 [mailto:radebet777@gmail.com]
Sent: Monday, 07 November 2016 11:14 AM
To: Mzu Ndlovu
Cc: Andre Weber; Kobus Potgieter; Mohlolo Lephaka
Subject: RE: Tumiso Radebe Employment Contract Discussions

Good morning,

JT
M.D

I hereby confirm that I am willing to grant the SABC a discount from the awarded figure of R170 000. Although a figure of R100 000 is quoted due to uncertainty about Tax, the bottom line should be a net of R75 000 after deductions.

I am unemployed & should not be discussing any discounts but as you had requested a discount, I believe it's the minimum reasonable amount for me which will also give the SABC a huge saving.

Thank you for all your effort in facilitating my exit from the organisation and I wish the SABC a successful future.

Yours faithfully,
Tumiso Radebe

On 7 Nov 2016 10:41, "Mzu Ndlovu" <NdlovuM@sabc.co.za> wrote:

Dear Tumiso,

In order for the Payroll department to process the payment of R100 000 in terms of the negotiated settlement award, they require your acknowledgement that indeed that is what has been agreed upon.

Kindly confirm that so I can forward that to them and the payment can be processed.

Regards

Mzu

From: Mzu Ndlovu
Sent: Friday, 07 October 2016 12:04 PM
To: 'radebet777'; Andre Weber
Cc: Kobus Potgieter; Sello Xama; Mohlolo Lephaka
Subject: RE: Tumiso Radebe Employment Contract Discussions

Dear Tumiso,



As per our conversation, the matter below will be finalised early next week as the Acting GE is not in the office at this stage. I hope this will be in order.

Regards

Mzu

From: radebet777 [<mailto:radebet777@gmail.com>]
Sent: Wednesday, 05 October 2016 8:58 AM
To: Andre Weber
Cc: Kobus Potgieter; Sello Xama; Mzu Ndlovu; Mohlolo Lephaka
Subject: Re: Tumiso Radebe Employment Contract Discussions

Good morning,

I feel violated for the second time. I negotiated in good faith & we agreed on a separation agreement based on my SABC contract & this was my understanding and hence we both agreed on 18 months. You then proceeded to draft an agreement which excluded CCMA judgement and we signed off.

It therefore seems like there was no intention to comply with the CCMA judgement & the intention was to mislead & trick me into signing this agreement and you would rely on the clauses which I find to be highly unethical. It is not correct to say you will respect the CCMA judgement on one hand and then do the opposite.

The least you should have done would have been to appeal or negotiate the figure and not try to sweep it under the carpet & trick me.

My SABC contract is not being disputed but the CCMA judgement which you said you will "respect". This is not an after thought and "respecting the CCMA judgement" does not mean tricking me and negotiating in bad faith.

There is a Confidentiality clause in the separation agreement. I will need to engage my Legal representative on this matter should we be unable to come to an agreement as I feel my rights have been violated again.

Yours faithfully
Tumiso Radebe

On 4 Oct 2016 10:26, "Andre Weber" <webera@sabc.co.za> wrote:

Hi Tumiso

My understanding is that the separation agreement takes care of all disputes that were current at the stage of signing the agreement and disputes thereafter flowing from the employment relationship. My view is that nothing more is to be paid to you sir.



Regards

Andre

Andre Weber

0825613546

----- Original message -----

From: radebet777

Date: 04/10/2016 09:49 (GMT+02:00)

To: Andre Weber

Cc: Mzu Ndlovu

Subject: Fwd: Tumiso Radebe Employment Contract Discussions

Good morning Andre,

In our meeting of the 23 September 2016, Ntate Lephaka stated that the SABC will respect the CCMA judgement. We have addressed my employment contract and came to an agreement to separate and agreed on a reasonable term.

But I am getting concerned because the deadline for the second part of the CCMA judgement has come and gone and there is no communication in this regard. I am not sure if the SABC will appeal the punitive measure or will fully comply with the judgement. My understanding is that the employment contract term is separate from the CCMA penalty.

The judgement deadlines were as follows:

1. Reinstatement on or before 26 September 2016: Resolved and being processed. Separation agreement entered into.
2. Pay a two month equivalent of basic salary of R85 000 on or before 26 September 2016: This has not been executed.

Kindly clarify if we have a common understanding or the SABC will be appealing the second part of the judgement or if you will fully comply as stated by Ntate Lephaka and what timelines are you working on.

A handwritten signature in black ink, appearing to be 'M.D.F.' or similar, located at the bottom right of the page.

Yours faithfully,

Tumiso Radebe

082 801 7626

----- Forwarded message -----

From: **radebet777** <radebet777@gmail.com>

Date: Fri, Sep 23, 2016 at 11:50 AM

Subject: Tumiso Radebe Employment Contract Discussions

To: Mohlolo Lephaka <LephakaM@sabc.co.za>, Mzu Ndlovu <NdlovuM@sabc.co.za>, Andre Weber <webera@sabc.co.za>

Good morning,

Thank you for meeting with me & the cordial but frank approach the meeting was conducted in an effort to bring a solution for both parties. I also appreciate the fact that you will respect the CCMA judgement.

As discussed, I am left with 2 years (Twenty four months) of my contract. Legal advise obtained is that I should propose the full two years plus three years.

In negotiating in good faith & trying to contribute positively towards the SABC, I would like to propose a settlement between 1,5 years to 1yr 10 months (Eighteen months-Twenty two months). My reputation is tarnished and it will be a challenge for me to move on with the negative cloud of "suspension" hanging over my head. My future career prospects have been dealt a blow.

I need to ensure that I am not adversely affected and I am able to sustain myself & family.

I trust that you will find the proposal to be fair and it will receive your most favourable consideration. I also hope that there are positive key learnings from my experience for HR to put into practice prior to lengthy suspensions.

Please feel free to contact me should you need any further information.

Yours faithfully

Tumiso Radebe

0828017626



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JT
M.D

Sello Xama

From: Andre Weber
Sent: Tuesday, October 4, 2016 10:27 AM
To: radebet777
Cc: Mohlolo Lephaka; Mzu Ndlovu; Sello Xama; Kobus Potgieter
Subject: Re: Tumiso Radebe Employment Contract Discussions

Hi Tumiso

My understanding is that the separation agreement takes care of all disputes that were current at the stage of signing the agreement and disputes thereafter flowing from the employment relationship. My view is that nothing more is to be paid to you sir.

Regards

Andre

Andre Weber
0825613546

----- Original message -----

From: radebet777
Date: 04/10/2016 09:49 (GMT+02:00)
To: Andre Weber
Cc: Mzu Ndlovu
Subject: Fwd: Tumiso Radebe Employment Contract Discussions

Good morning Andre,

In our meeting of the 23 September 2016, Ntate Lephaka stated that the SABC will respect the CCMA judgement. We have addressed my employment contract and came to an agreement to separate and agreed on a reasonable term.

But I am getting concerned because the deadline for the second part of the CCMA judgement has come and gone and there is no communication in this regard. I am not sure if the SABC will appeal the punitive measure or will fully comply with the judgement. My understanding is that the employment contract term is separate from the CCMA penalty.

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2. Pay a two month equivalent of basic salary of R85 000 on or before 26 September 2016: This has not been executed.

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Yours faithfully,

Tumiso Radebe



082 801 7626

----- Forwarded message -----

From: **radebet777** <radebet777@gmail.com>

Date: Fri, Sep 23, 2016 at 11:50 AM

Subject: Tumiso Radebe Employment Contract Discussions

To: Mohlolo Lephaka <LephakaM@sabc.co.za>, Mzu Ndlovu <NdlovuM@sabc.co.za>, Andre Weber <webera@sabc.co.za>

Good morning,

Thank you for meeting with me & the cordial but frank approach the meeting was conducted in an effort to bring a solution for both parties. I also appreciate the fact that you will respect the CCMA judgement.

As discussed, I am left with 2 years (Twenty four months) of my contract. Legal advise obtained is that I should propose the full two years plus three years.

In negotiating in good faith & trying to contribute positively towards the SABC, I would like to propose a settlement between 1,5 years to 1yr 10 months (Eighteen months-Twenty two months). My reputation is tarnished and it will be a challenge for me to move on with the negative cloud of "suspension" hanging over my head. My future career prospects have been dealt a blow.

I need to ensure that I am not adversely affected and I am able to sustain myself & family.

I trust that you will find the proposal to be fair and it will receive your most favourable consideration. I also hope that there are positive key learnings from my experience for HR to put into practice prior to lengthy suspensions.

Please feel free to contact me should you need any further information.

Yours faithfully

Tumiso Radebe
0828017626

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27.5
57

MEMORANDUM OF AGREEMENT

ENTERED INTO BETWEEN

TUMISO KHULU RADEBE

("Employee")

AND

THE SOUTH AFRICAN BROADCASTING CORPORATION SOC LIMITED

("Employer")

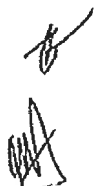
MUTUAL SEPARATION AGREEMENT

1. The parties hereto have agreed to mutually terminate the employment relationship on the terms and conditions recorded hereunder:

JK
TS
MA *M.D.*

- 1.1. The Employee agrees that upon signing of this agreement he shall not proceed with any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation against the Employer which the Employee now has or which may hereafter accrue or otherwise be acquired by the Employee, on account of, or in any way flowing from the termination of the employment relationship or any issue resulting from the employment relationship between the parties;
- 1.2 By entering into this agreement, the Employer does not admit or acknowledge that the Employee's services were unfairly and/or unlawfully terminated;
- 1.3 The Employer hereby agrees to pay the Employee an amount of R 2 420 214-39 (Two Million Four Hundred and Twenty Thousand Two Hundred and Fourteen Rand and Thirty Nine Cents). This amount reflects a TGRP payment of EIGHTEEN (18) months. The cash value of accrued leave will be paid to the Employee separately.

m.s.



- 1.4 The amount referred to in paragraph 1.3 above shall be subject to all statutory deductions;
- 1.5 The amount referred to in paragraph 1.3 shall be paid into the Employee's bank account by way of electronic funds transfer within seven (7) days from having obtained the relevant SARS tax directive. In this regard the Employer shall apply to the SARS for such a tax directive. The Employee undertakes to do all that may be necessary to enable the Employer to obtain such a tax directive; and
- 1.6 The last day of employment of the Employee will be Friday 23 September 2016.
2. The terms and conditions of this agreement shall be in full and final settlement of any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation against the Employer which the Employee now has, or which may hereafter accrue or otherwise be acquired by the Employee, on account of, or in any way flowing from the termination of the employment relationship or any issue resulting from the employment relationship between the parties.

Handwritten signatures and initials at the bottom right of the page, including a large 'JF' and several 'M.D.' marks.

3. No variation, modification or waiver of any of the provisions of this agreement or consent to any departure there from shall in any manner be of any force or effect unless confirmed in writing and signed by the parties and such variation, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.
4. No failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred on such party in terms of this agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such power or right preclude any other or further exercises thereof or the exercise of any power or right under this agreement.
5. This agreement constitutes the sole agreement between the parties and any representation not contained herein shall be of no force and effect between the parties.
6. No party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.

m. 0



7. The parties have read and understood the contents of this agreement.
Each party confirms that signature of this agreement has been done freely and voluntarily.
8. It is specifically recorded that this agreement will not set and/or create a precedent of any nature whatsoever.
9. This agreement will be private and confidential between the parties and no term and/or condition hereof may be disclosed to any other party unless such party is entitled thereto in law or without the written consent of the other party.
10. Both parties undertake to, prior to disclosure to a party entitled in law thereto, to inform the other party of such contemplated disclosure and to jointly, if necessary, take all reasonable and lawful steps possible to prevent the disclosure;

Thus done and signed at Auckland Park on this 26 day of September 2016 in the presence of the undersigned witnesses.

Todde

TUMISO RADEBE

WITNESSESS

1. _____

2. _____

m.d

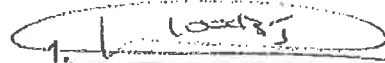
F
m.d


Thus done and signed at Johannesburg on this 26th day of September In the presence of the undersigned witnesses.



FOR AND ON BEHALF OF THE
SABC SOC LTD

WITNESSES

1. 

2. 

W.D.



**Mr TK Radebe
Contract Details**

Item	Current Annual TGRP	Current Monthly TGRP	18 Months
Basic Salary	1 023 428.16	85 285.68	1 535 142.24
Housing Allowance	23 640.00	1 970.00	35 460.00
Car Allowance	120 000.00	10 000.00	180 000.00
Other Cash	176 031.48	14 669.29	264 047.22
Entertainment Allowance	1 680.00	140.00	2 520.00
Group Life	9 775.80	814.65	14 663.70
Medical Aid	30 355.20	2 529.60	45 532.80
RPM 13th Cheque Allowance	85 285.68	7 107.14	127 928.52
Pension Fund	143 279.94	11 940.00	214 919.91
Grand Total	1 613 476.26	134 456.36	2 420 214.39

Plus Current Leave Balance (30 Sep 2016)

44.92

Cash Value of Current Leave

143 618.45

Grand Total (TCTC Plus Leave)

2 563 832.84

jvs/23 September 2016

[Handwritten signature]

Confidential

JT035

Sello Xama

From: Sizwe Vilakazi
Sent: Wednesday, September 28, 2016 9:34 AM
To: Mohlolo Lephaka
Subject: FW: SABC/ MADODA SHUSHU
Attachments: LH - final Settlement letter - Madodana J Shushu 290916.pdf

Sizwe Vilakazi
Head of Legal Services
Legal Services
Tel: 011 714 4614
E-mail: vilakazids@sabc.co.za

"Teach me how to fish"

From: Levy Nakedi [<mailto:levy@ncubeinc.co.za>]
Sent: 27 September 2016 16:22
To: Sizwe Vilakazi
Subject: FW: SABC/ MADODA SHUSHU

Good day Mr Vilakazi

Please find herewith attached a revised offer from the other side.
Kindly revert back with instructions herein.

Regards

Levy Nakedi

Ncube Incorporated Attorneys
25 Sturdee Avenue, Rosebank 2196
PO Box 87313, Houghton, 2041
T 011 880 4204 | F 011 880 4183
Web: www.ncubeinc.co.za



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FT
M.D

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Mr. D. J. J.

Johannesburg Office:

57 Third Avenue

Mayfair

Johannesburg

2092

Tel: (011) 837 – 0366

Fax: (011) 837 – 0716

Email: legal@idalaw.co.za



Boksburg Office:

86F Rietfontein Road

Boksburg

1460

Tel: (010) 035 0915

Fax: (086) 694 1726

Email: collections@idalaw.co.za

NCUBE INCORPORATED ATTORNEYS**"WITHOUT PREJUDICE"****PER EMAIL****EMAIL:** levy@ncubeunc.co.za**OUR REFERENCE:**

CL.LB.4546/09/16

YOUR REFERENCE:

MR L NAKEDI/SAB014/LAB

DATE: 27 September 2016

Dear Sir

RE: MADODANA J SHUSHU // SABC

Your letter dated 27 September 2016 refers.

We have discussed the proposed settlement offer with our client and we have been instructed as follow:

- Our client will accept the 14 months compensation on condition that he be paid his monthly remuneration at the end of October 2016; and/or
- Our client is willing to settle with 15 months compensation as a full and final settlement.

We trust you find the above in order and await your response hereto.

Yours faithfully

Sgd
ISMAIL & DAHYA
 ATTORNEYS

 Directors:
 Atish Dahya B.Com LLB (WITS)
 Wahid Ismail LLB (UJ)

P.O. Box 61184, Marshalltown, Johannesburg, 2107

Website: www.idalaw.co.za
 Associates:
 Khadeejah Ebrahim LLB (UJ)

 Candidate Attorneys:
 Shahista Carrim (LLB)
 Taher Saley (LLB)

Sello Xama

From: Levy Nakedi <levy@ncubeinc.co.za>
Sent: Friday, September 23, 2016 12:44 PM
To: Sizwe Vilakazi
Cc: Mohlolo Lephaka
Subject: RE: MADODA SHUSHU // SABC

Good day Mr Vilakazi

Your below email is noted and I shall do as such.

Regards

Levy Nakedi

Ncube Incorporated Attorneys
25 Sturdee Avenue, Rosebank 2196
PO Box 87313, Houghton, 2041
T 011 880 4204 | F 011 880 4183
Web: www.ncubeinc.co.za



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From: Sizwe Vilakazi [mailto:VilakaziDS@sabc.co.za]
Sent: 23 September 2016 10:55 AM
To: Levy Nakedi
Cc: Mohlolo Lephaka
Subject: RE: MADODA SHUSHU // SABC

Dear Levy

Please communicate to Mr Shushu's attorneys that the SABC is offering a full and final offer of 12 months.

Regards

Sizwe Vilakazi
Head of Legal Services
Legal Services
Tel: 011 714 4614
E-mail: vilakazids@sabc.co.za

"Teach me how to fish"

M. J. H.

From: Levy Nakedi [<mailto:levy@ncubeinc.co.za>]
Sent: 16 September 2016 11:28
To: Sizwe Vilakazi
Cc: Sello Xama
Subject: FW: MADODA SHUSHU // SABC

Good day

Please find herewith a self explanatory letter from Mr Shushu's attorneys for your attention and instructions.

Regards

Levy Nakedi

Ncube Incorporated Attorneys
25 Sturdee Avenue, Rosebank 2196
PO Box 87313, Houghton, 2041
T 011 880 4204 | F 011 880 4183
Web: www.ncubeinc.co.za



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From: Ismail & Dahya Attorneys [<mailto:legal@idalaw.co.za>]
Sent: 16 September 2016 09:08 AM
To: levy@ncubeinc.co.za
Cc: ndyebomadodam@yahoo.com
Subject: RE: MADODA SHUSHU // SABC

Good day,

The above matter refers.

Kindly find attached hereto letter for your attention.

Kind Regards,

Khululekani Xamesi
Associate



Tel: +27 (0)11 837 0366 | Fax: +27 (0)11 837 0716
Email: legal@idalaw.co.za | Website: www.idalaw.co.za

Handwritten signature/initials



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A handwritten signature in black ink, appearing to be 'JH' or similar, located in the bottom right corner of the page.

Sello Xama

From: Sizwe Vilakazi
Sent: Wednesday, September 21, 2016 4:59 PM
To: James Aguma; Mohlolo Lephaka
Cc: Nompumelelo Phasha
Subject: FW: MADODA SHUSHU // SABC
Attachments: LH - Settlement letter - Madodana J Shushu.pdf

Dear James

Attached herein is a settlement offer from Mr Shushu.

Regards

Sizwe Vilakazi
Head of Legal Services
Legal Services
Tel: 011 714 4614
E-mail: vilakazids@sabc.co.za

"Teach me how to fish"

From: Levy Nakedi [<mailto:levy@ncubeinc.co.za>]
Sent: 21 September 2016 13:51
To: Sizwe Vilakazi
Subject: FW: MADODA SHUSHU // SABC

Good Day Sir

Kindly find herewith settlement offer from the other side for your attention.

Kindly revert to us with instructions.

Regards

Levy Nakedi

Ncube Incorporated Attorneys
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PO Box 87313, Houghton, 2041
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M. J. [Signature]

From: Ismail & Dahya Attorneys [<mailto:legal@idalaw.co.za>]
Sent: 21 September 2016 01:04 PM
To: levy@ncubeinc.co.za
Subject: RE: MADODA SHUSHU // SABC

Good day,

The above matter refers.

Kindly find attached hereto letter for your attention.

Kind Regards,

Khululekani Xamesi
Associate



Tel: +27 (0)11 837 0366 | Fax: +27 (0)11 837 0716

Email: legal@idalaw.co.za | Website: www.idalaw.co.za



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M.D

SK

Johannesburg Office:

57 Third Avenue

Mayfair

Johannesburg

2092

Tel: (011) 837 – 0366

Fax: (011) 837 – 0716

Email: legal@idalaw.co.za



Boksburg Office:

86F Rietfontein Road

Boksburg

1460

Tel : (010) 035 6860

Fax: (086) 694 1726

Email: collections@idalaw.co.za

NCUBE INCORPORATED ATTORNEYS**"WITHOUT PREJUDICE"****PER TELEFAX:** (011) 880 4183**EMAIL:** levy@ncubeunc.co.za

Dear Sir

RE: MADODANA J SHUSHU // SABC

We refer to the above matter and the discussion between yourself and the write hereof today the 19 September 2016.

Kindly be advised that in an effort to avoid any further time or costs, we have been **instructed to propose** without prejudice, as we hereby do, settlement of the dispute between our clients on the following terms:

- Mutual separation agreement between our clients.
- 17 months compensation equivalent to the remainder of our client's fixed term agreement.
- 24 months ex-gratia payment

The above being a full and final settlement of the dispute between our clients.

We trust you find the above in order and await your client's response to the proposal.

Yours faithfully

Sgd
ISMAIL & DAHYA
 ATTORNEYS

Directors:

Atish Dahya B.Com LLB (WITS)

Wahid Ismail LLB (UJ)

P.O. Box 61184, Marshalltown, Johannesburg, 2107

Website: www.idalaw.co.za

Associates:

Khadeejah Ebrahim LLB (UJ)

Candidate Attorneys:

Shahista Carrim (LLB)

Taher Saley (LLB)

MEMORANDUM OF AGREEMENT

ENTERED INTO BETWEEN

MADODANA JOSEPH SHUSHU

("Employee")

AND

THE SOUTH AFRICAN BROADCASTING CORPORATION SOC LIMITED

("Employer")

MUTUAL SEPARATION AGREEMENT

1. The parties hereto have agreed to mutually terminate the employment relationship on the terms and conditions recorded hereunder:

- 1.1. The Employee agrees that upon signing of this agreement he shall not proceed with any and all past, present or future claims,

[Handwritten signatures and initials]
S.S. M. J.

demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation against the Employer which the Employee now has, or which may hereafter accrue or otherwise be acquired by the Employee, on account of, or in any way flowing from the termination of the from the employment relationship or any issue resulting from the employment relationship between the parties;

- 1.2 By entering into this agreement, the Employer does not admit or acknowledge that the Employee's services were unfairly and/or unlawfully terminated;
- 1.3 The Employer hereby agrees to pay the Employee an amount of **R 2 814 858-82 (Two Million Eight Hundred Thousand and Fourteen Rand and Eight Two Cents)**. This amount reflects a TRGP payment of Fifteen (15) months. Accrued leave will be paid to the Employee separately.
- 1.4 The amount referred to in paragraph 1.3 above shall be subject to all statutory deductions; and
- 1.5 The amount referred to in paragraph 1.3 shall be paid into the Employee's bank account by way of electronic funds transfer within

0.2m

Handwritten signatures and initials: S.S., [unclear], [unclear]

seven (7) days from having obtained the relevant SARS tax directive. In this regard the Employer shall apply to the SARS for such a tax directive. The Employee undertakes to do all that may be necessary to enable the Employer to obtain such a tax directive.

1.6 The last day of employment of the Employee will be **Friday 30 September 2016.**

2. The terms and conditions of this agreement shall be in full and final settlement of any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation against the Employer which the Employee now has, or which may hereafter accrue or otherwise be acquired by Employee, on account of, or in any way flowing from the termination of the employment relationship or any issue resulting from the employment relationship between the parties.
3. No variation, modification or waiver of any of the provisions of this agreement or consent to any departure there from shall in any manner be of any force or effect unless confirmed in writing and signed by the parties and such variation, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.

M. J. [Signature] [Signature] [Signature] [Signature] [Signature]

MT. D



Mr MJ Shushu (PN 102752)
Contract Details

Item	Current Annual TGRP	Current Monthly TGRP	15 Months
Basic Salary	1,357,788.48	113,149.04	1,697,235.60
Housing Allowance	23,640.00	1,970.00	29,550.00
Car Allowance	168,000.00	14,000.00	210,000.00
Entertainment Allowance	2,500.00	208.33	3,125.00
Other Cash	185,897.64	15,491.47	232,372.05
Group Life	12,989.60	1,080.80	16,212.00
Medical Aid	59,464.80	4,955.40	74,331.00
RPM 13th Cheque Allowance	113,149.04	9,429.09	141,436.30
Pension Fund	190,090.39	15,840.87	237,612.98
Grand Total	2,113,499.95	176,125.00	2,641,874.93

Plus Current Leave Balance (30 Sep 2016)

40.75 *

Cash Value of Current Leave

172,983.88

Grand Total (TCTC Plus Leave)

2,814,858.82

** Balance Includes 21 forfeited days for 2015 due to staff member being suspended*

jvs/28 September 2016

JT036



mandla.soko@gmail.com
Peglerae Complex
Unit 20
Odeha Street
Florida Glen

21 November 2012

Mandla Soko
GM PBS Radio
Aucklandpark

Dear Mr Soko,

RE : SABC // MR SOKO


1. The above matter, has reference.
2. As you are aware, you are employed by the SABC on a fixed term basis and your fixed term contract of employment with the SABC will expire by effluxion of time on **28 March 2013**.
3. As per our discussion with you on the 22 November 2012, you are hereby advised that the SABC will not be renewing or extending your fixed term contract of employment upon termination thereof on **28 March 2013**.
4. However, please note that the SABC has, in terms of its prerogative, resolved to waive its right to the provision of services and/or rendition of work by you to it for the remaining period of your current contract of employment. Accordingly, the SABC has resolved that the fixed term contract referred to, is herewith terminated with effect from **23 November 2012** and that subject to the provisions of paragraphs 5 & 6 below, the SABC will, in lieu of the notice period of two (2) months, pay you the following:
 - Remuneration as provided for in your fixed term contract of employment, payable as a once off lump-sum; and
 - Payment in lieu of accrued annual leave, if any.
5. The SABC will, within the next 5 (five) business days following the date of this letter, apply for a tax directive from the South African Revenue Services ("SARS") for the

South African Broadcasting Corporation Limited SOC: Registration Number: 2003/023915/06
Non-Executive Directors: Dr Ben Ngubane (Chairperson); Mr Thami ka Plaati (Deputy-Chairperson)
 Mr Sembie Danana; Mr Cedric Gina; Mr Desmond Golding; Prof Philippa Green; Advocate Cave Mahlali; Dr Patricia Makhesha; Mr Lumko Mtimde;
 Ms Clare O'Neil; Ms Suzanne Vos
Executive Directors: Ms Lulama Mokhobo (Group Chief Executive Officer) Ms Gugu Pride Duda (Chief Financial Officer)
 Mr Hlaudi Motsoeneng (Acting Chief Operations Officer)
 Company Secretary: Ms Theresa Victoria Geldenhuys

Handwritten signature: JT M.D.

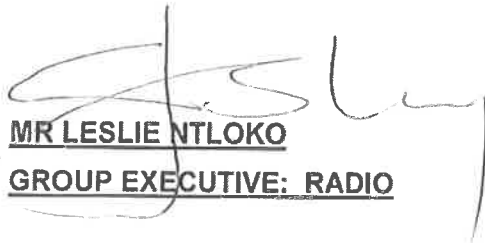
amount of tax to be deducted from the abovementioned payments. Kindly, when requested to do so by the SABC, furnish such information as the SABC may require for purposes of applying for the abovementioned tax directive.

6. The SABC will deduct and/or set-off from the amounts due to you, the value of any outstanding loans and/or debts that are repayable and/or due to the SABC.
7. The SABC will make payment of the aforementioned amounts (less the tax as per stipulation in terms of the abovementioned tax directive and loans/debts) within 10 (ten) business days of receipt of the tax directive from SARS into your banking account as per the SABC's records.
8. Because the SABC is discharging its full payment obligations to you upfront, you will, from **01 December 2012** be responsible for your own pension fund and medical aid arrangements. The SABC will inform the administrators of the pension fund and medical aid scheme in which you and the SABC participate of the relevant terms of this letter for the necessary adjustments to be made. Kindly cooperate with any requests that you may receive from the SABC and/or the administrations of the pension fund and/or medical aid scheme in this regard.
9. In light of paragraph 4 above, you will no longer require use of or access to the SABC's property, premises and assets. Please handover all SABC property and assets back to the SABC on or before **23 November 2012, 16:30 to the HR Manager: Radio**. This includes your access card, laptop computer and 3G card, as well as your forwarding address.
10. Please note that the provisions relating to confidentiality in your fixed term contract of employment are and remain applicable. We request that you comply therewith, which includes keeping this letter and the terms contained herein confidential.
11. We would like to take this opportunity to wish you everything of the best in your future endeavors.



Please do not hesitate to contact us if you have any queries in this regard.

Yours faithfully,



MR LESLIE NTLOKO
GROUP EXECUTIVE: RADIO

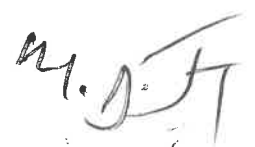
CC : MR KEOBOKILE MOSWEU – ACTING GROUP EXECUTIVE: HCS
MS WINNY KUBHEKA – HR MANAGER: RADIO
MS PETRA CAMPHER – PAYROLL MANAGER
MR WAYNE SMITH – PENSION FUND OFFICE

I acknowledge receipt this notification and the contents thereof are understood by me. A copy of the letter is returned herewith.



Mr Mandla Soko

23/11/12.
Date



JT037



Office of the Chief Operations Officer
Room 2746, Radio Park Building
Auckland Park
Johannesburg, 2006, Gauteng, South Africa.
Tel +27 11 714-2331 Fax +27 11 714-4159
www.sabc.co.za

4 JANUARY 2016

MR IF TSEISI
GROUP EXECUTIVE : GOVERNANCE & RISK
SABC
JOHANNESBURG

Dear Mr Tseisi

RE : SUSPENSION

The above matter and your suspension effected in **May 2015**, as well the discussion held on **Monday 4 January 2016** with the **COO** and the **CFO**, have reference.

Please be notified that following the forensic investigation against yourself, the SABC herewith notifies you that no evidence could be found to substantiate the allegation that you were involved in the leaking of sensitive information in respect of the article that was published on **26 April 2015** in the **Sunday Times** newspaper.

However, the SABC's decision to uplift your suspension is subject to you responding to your involvement extracting the relevant document and the SABC's consideration of same. In this regard, you are requested to submit the required information by no later than **18 January 2016**.

Yours faithfully,

HLAUDI MOTSOENENG
CHIEF OPERATIONS OFFICER

CC : MR M NDLOVU – HUMAN RESOURCES MANAGER : GROUP SERVICES

South African Broadcasting Corporation Limited SOC: Registration Number: 2003/013915/30
Non-Executive Directors: Prof M O Maguvhe (Chairperson); Ms L T Khumalo (Deputy Chairperson);
Mr V G M Mavuso; Ms N M Mhlakaza; Mr K Naidoo; Dr N A Tshidzumba;
Executive Directors: Mr F L Matlala (Group Chief Executive Officer); Mr G H Motsoeneng (Chief Operations Officer); Mr J R Aguma (Chief Financial Officer); Company Secretary: Ms T V Goldenhuys

Handwritten signature and initials: JT and M.D.

0-24

CONFIDENTIAL

Mr Itani TSEISI
 Group Executive: Risk Management & Governance
 South African Broadcasting Corporation SOC Limited
 Cnr. Artillery and Henley Roads
 Auckland Park, 2006

15 January 2016

Office of the Chief Operations Officer
 Room 2746, Radio Park Building
 Auckland Park, Johannesburg,
 Gauteng, South Africa,
 2006

COPY: M NDLOVU: HUMAN RESOURCES MANAGER

Dear Mr. Motsoeneng

RE: SUSPENSION

The discussion of 4th January 2016 and the subsequent letter confirming our discussion have reference; I hereby thank you for the feedback regarding the investigation as contained in the said letter. I hereby respond to your request of providing you with information regarding my involvement in the extraction of the relevant document. My response is based on the assumption that the "relevant document" referred to above is a *SAP Income Statement standard report shown to me by the State Security Agency (SSA) official (Isaac)*. The response below was presented twice to Isaac, whilst he was investigating the matter.

In my capacity as Group Executive: Governance & Risk Management, I have a duty and responsibility to report to Group Executive Committee and Risk Committee of Board on how the Strategic Risks are performing/ tracking on a monthly and quarterly basis respectively. This is one of the reasons the SABC adopted the three lines of defence governance approach, of which Risk and Governance Division is regarded as a "second line of defence". The SAP Income Statement standard report is one of the reports used to test, verify and substantiate the performance of "Profitability and Liquidity risk" as it exists in the SABC Corporate Risk Register. Hence the employer (SABC) has granted the GE: Governance and Risk Management access, view and print rights to the same report, amongst others, on SAP.

Subsequent to the end of the 4th quarter of 2015, I *primarily* viewed and printed different versions of the SABC income statement reports from SAP to assess the "Profitability and liquidity risk", amongst others, to be included in the Risk and Governance Reports for Group Executive Committee and Risk Committee of Board for the 4th quarter.

Secondary to that, I used the same reports to prepare for the Finance Strategy session agreed upon at the Finance risk assessment and subsequently with the CFO. The Finance strategy session was designed and planned to respond to the risks identified at the risk assessment, which was scheduled and later postponed due to time pressures as agreed with the CFO.

Yours Faithfully;

Mr Itani TSEISI
 Group Executive: Governance & Risk Management

Re-Suspension: Group Executive - Governance and Risk Management.

Page 1 of 1

M. D. J.

0.2m

CONFIDENTIAL

Mr Itani TSEISI
Group Executive: Risk Management & Governance
South African Broadcasting Corporation SOC Limited
Cnr. Artillery and Henley Roads
Auckland Park, 2006

26 January 2016

Acting Group Chief Executive Officer
29th Floor, Radio Park Building
Auckland Park, Johannesburg,
Gauteng, South Africa,
2006

Without Prejudice;

COPY:

Mr. J MABASO: GROUP EXECUTIVE HUMAN RESOURCES
M NDLOVU: HUMAN RESOURCES MANAGER

Dear Mr. Matthews

RE: SUSPENSION

The discussion of 4th January 2016 and the subsequent letters (Attached) have reference;


I hereby raise my concerns regarding the conclusion of this matter as discussed at the meeting. The matter was supposed to have been concluded on the week of 11 January 2016 and was postponed to 18 January 2016. It is seven (7) days later and nothing have been communicated to that effect.

These has projected and created an impression that I'm guilty of the allegations to the SABC employees and the public at large, due to the fact that other colleagues who were alleged of the act are back in the office despite the absence of evidence to substantiate the allegation as confirmed by the SABC.

Seven (7) days is more than reasonable time to have concluded this matter. I should respectfully remind you of the injury and pain this matter continue to cause. I therefore request your urgent communication to myself as to how the matter has been concluded to avoid further pain, injury and prejudice.

Yours Faithfully;


.....
Mr Itani TSEISI
Group Executive: Governance & Risk Management



0-200



Office of the Group Chief Executive Officer
28th Floor, Radio Park, Henley Road
Auckland Park, 2094
Private Bag X1, Auckland Park, 2006
Johannesburg, Gauteng, South Africa
Tel +27 11 714-3820, Fax +27 11 714-4869
www.sabc.co.za

11 May 2016

Mr. Itani Tseisi

Group Executive: Risk and Governance

Radio Park

Henley Road

AUCKLAND PARK

2094

RE: NOTIFICATION TO ATTEND DISCIPLINARY ENQUIRY

1. You are hereby notified that a disciplinary enquiry will be convened on a date and venue to be announced.
2. The charge against you is as follows:

South African Broadcasting Corporation Limited SOC: Registration Number: 2003/023915/30
Non-Executive Directors: Prof M O Maguvhe (Chairperson); Ms L T Khumalo (Deputy Chairperson);
Mr V G M Mavuso; Ms N M Mhlabaza; Mr K Naidoo; Dr N A Tshidzumba;
Executive Directors: Mr F L Matlala (Group Chief Executive Officer); Mr G H Motsoeneng (Chief Operations Officer); Mr J R Aguma (Chief
Financial Officer); Company Secretary: Ms T V Geldenhuys

M. J.
57

Mr. O

You have been an active member of a company called Cedar Point Trading 403 since November 2014 and you have failed to declare your interest and/or involvement in the said company as required by the Personnel Regulations policy of the South African Broadcasting Corporation SOC Ltd (your employer).

3. You have the right to be represented, at the disciplinary enquiry, by a fellow employee or a legal representative of your choice at your own cost. Please take note that your representative must be available to attend the hearing on the date set out above. You also have a right to call witnesses in support of your defence and to cross examine witnesses called on behalf of the employer. The Employer will NOT consent to the postponement of the matter, unless compelling circumstances exist to justify this. Should you fail to attend the hearing, the hearing will proceed in your absence.

4. The South African Broadcasting Corporation SOC Ltd reserves its rights to amend the charge should a need to do so arise.

JT.
M.D.

W.D

Yours faithfully

A handwritten signature in black ink, appearing to be 'A. Tsiesi', written over a horizontal line.

SABC SOC Ltd

Received a copy hereof on this the ____ day of 2016.

A solid horizontal line.

Mr. I Tsiesi

A handwritten signature in black ink, appearing to be 'M. J. Tsiesi', written in a cursive style.

W.D



Office of the Chief Operations Officer
Room 2746, Radio Park Building
Auckland Park
Johannesburg, 2006, Gauteng, South Africa.
Tel +27 11 714-2331 Fax +27 11 714-4159
www.sabc.co.za

7 SEPTEMBER 2016

MR IF TSEISI

GROUP EXECUTIVE: GOVERNANCE & RISK

SABC

JOHANNESBURG

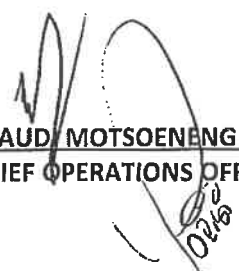
Dear Mr Tseisi

RE: SUSPENSION

The above matter and your suspension effected in **May 2015**, as well the discussion held on **07 September 2016**, have reference.

Please be notified that management has resolved to uplift your suspension with immediate effect and you are requested to report for duty on Monday, **12 September 2016**.

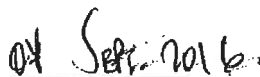
Yours faithfully

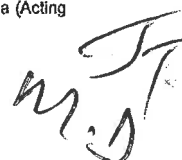

HLAUDI MOTSOENENG
CHIEF OPERATIONS OFFICER

I,acknowledge receipt of this letter.

SIGNATURE

DATE





M.D

JT038

MEMORANDUM OF AGREEMENT

ENTERED INTO BETWEEN

ITANI FANWELL TSEISI

("Employee")

AND

THE SOUTH AFRICAN BROADCASTING CORPORATION SOC LIMITED

("Employer")

MUTUAL SEPARATION AGREEMENT

1. The parties hereto have agreed to mutually terminate the employment relationship on the terms and conditions recorded hereunder:

JT
M.D.

- 1.1. The Employee agrees that upon signing of this agreement he shall not proceed with any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation against the Employer which the Employee now has or which may hereafter accrue or otherwise be acquired by the Employee, on account of, or in any way flowing from the termination of the employment relationship or any issue resulting from the employment relationship between the parties;
- 1.2 By entering into this agreement, the Employer does not admit or acknowledge that the Employee's services were unfairly and/or unlawfully terminated;
- 1.3 The Employer hereby agrees to pay the Employee an amount of **R 3 221 808-30 (Three Million Two Hundred and Twenty One Thousand Eight Hundred and Eight Rand and Thirty Cents)**. This amount reflects a TGRP payment of **FIFTEEN (15)** months. The cash value of accrued leave will be paid to the Employee separately.

m.0

12

- 1.4 The amount referred to in paragraph 1.3 above shall be subject to all statutory deductions;
- 1.5 The amount referred to in paragraph 1.3 shall be paid into the Employee's bank account by way of electronic funds transfer within **seven (7) days** from having obtained the relevant SARS tax directive. In this regard the Employer shall apply to the SARS for such a tax directive. The Employee undertakes to do all that may be necessary to enable the Employer to obtain such a tax directive; and
- 1.6 The last day of employment of the Employee will be **Friday 23 September 2016.**
2. The terms and conditions of this agreement shall be in full and final settlement of any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation against the Employer which the Employee now has, or which may hereafter accrue or otherwise be acquired by the Employee, on account of, or in any way flowing from the termination of the employment relationship or any issue resulting from the employment relationship between the parties.

M. J. J. J. J.

3. No variation, modification or waiver of any of the provisions of this agreement or consent to any departure there from shall in any manner be of any force or effect unless confirmed in writing and signed by the parties and such variation, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.
4. No failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred on such party in terms of this agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such power or right preclude any other or further exercises thereof or the exercise of any power or right under this agreement.
5. This agreement constitutes the sole agreement between the parties and any representation not contained herein shall be of no force and effect between the parties.
6. No party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.

m.9

Handwritten signatures of the parties, including a stylized 'M' and a 'B'.

7. The parties have read and understood the contents of this agreement.
Each party confirms that signature of this agreement has been done freely and voluntarily.
8. It is specifically recorded that this agreement will not set and/or create a precedent of any nature whatsoever.
9. This agreement will be private and confidential between the parties and no term and/or condition hereof may be disclosed to any other party unless such party is entitled thereto in law or without the written consent of the other party.
10. Both parties undertake to, prior to disclosure to a party entitled in law thereto, to inform the other party of such contemplated disclosure and to jointly, if necessary, take all reasonable and lawful steps possible to prevent the disclosure;

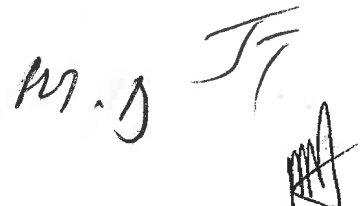
Thus done and signed at Auckland park on this 26th day of September 2016 in the presence of the undersigned witnesses.


ITANI TSEISI

WITNESSESS

1. _____

2. _____

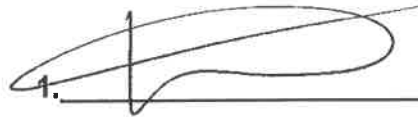


Thus done and signed at Johannesburg on this 26th day of September 2016 in the presence of the undersigned witnesses.



FOR AND ON BEHALF OF THE
SABC SOC LTD

WITNESSESS

1. _____

2. _____

M.D.

Mr IF Tseisi (14579)
Contract Details

Item	Current Annual TGRP	Current Monthly TGRP	15 Months
Basic Salary	1 555 688.76	129 640.73	1 944 610.95
Housing Allowance	23 640.00	1 970.00	29 550.00
Car Allowance	168 000.00	14 000.00	210 000.00
Other Cash	405 855.96	33 821.33	507 319.95
Entertainment Allowance	2 500.00	208.33	3 125.00
Group Life	14 859.96	1 238.33	18 574.95
Medical Aid	59 464.80	4 955.40	74 331.00
RPM 13th Cheque Allowance	129 640.73	10 803.39	162 050.91
Pension Fund	217 796.43	18 149.70	272 245.53
Grand Total	2 577 446.64	214 787.22	3 221 808.30

Plus Current Leave Balance (30 Sep 2016)

80.03

Cash Value of Current Leave

383 108.87

Grand Total (TCTC Plus Leave)

3 604 917.16

jvs/23 September 2016

Handwritten initials: JT, M, O

Handwritten signature: AB