

WORKING TOGETHER AGREEMENT BETWEEN

SOUTH AFRICAN POLICING UNION

[herein after referred to as SAPU]

and

PROFESSIONAL EDUCATORS UNION

[herein after referred to as PEU]

1. PREAMBLE

- 1.1 Recognising** that both parties share a common set of interests and values in the PSCBC.
- 1.2 Acknowledging** the role of the parties in developing and protecting the interests of Public Servants in the Public Co-Coordinating Bargaining Council (PSCBC).
- 1.3 Whereas** SAPU and PEU are registered unions specialising in membership in the public sector and in particular the Public Co-Ordinating Bargaining Council.
- 1.4 Whereas** parties have established separate independent identities and constituencies.
- 1.5 Further** noting that the required membership threshold for maintaining admission to the PSCBC.
- 1.6 Convinced** that the parties will be better served by agreeing to work together for purposes of admission, negotiation, consultation and bargaining in the PSCBC.

2. NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

2.1 ACTING TOGETHER.

The parties agree to act together for purposes of admission to the PSCBC and shall be called **SAPU**.

2.2 Cooperative Structures

- 2.2.1** All agenda items from SAPU and PEU to be presented as SAPU items for negotiations.
- 2.2.2** SAPU to circulate to parties PSCBC communication as soon as possible, at most not later than two (2) days of receipt.
- 2.2.3.** PEU to forward their input and agenda points to SAPU within 14 days prior to the Council meetings of the PSCBC.

The parties will establish methods of interaction which will give direction to actions in the PSCBC.

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Such methods will be employed regularly, dealing with all matters necessary to advance the parties' position in the Council.

The parties will be free to put their respective points of view, concerns and mandates to each other in a mutually respecting and consensus-seeking manner, relating to issues in the Council.

Where parties differ substantially the matter will be referred to delegations of each of the parties, which delegations will be convened expeditiously in order to achieve the agreement.

2.3 PSCBC deliberations

SAPU will be the principle representative of parties in the PSCBC. SAPU will allocate to itself and PEU at least one seat in the PSCBC and at all Provincial Chambers out of the allocation given to SAPU, which seats shall be utilised by PEU as mutually agreed with SAPU.

2.4 Mutual independence

The parties record as follows:

2.4.1 Each respects the independence of the other.

2.4.2 Both agree that either may seek to recruit new members as is deemed fit however parties will desist from misrepresenting facts about each other.

2.4.3 Both parties agree not to recruit each other's' members, but also to respect the right of individual members who choose to terminate their membership of one party in order to join the other party.

2.4.4 Each agrees not to bind the other without explicit written authority of the other party, and then only under highly unusual circumstances.

2.4.5 Each agrees to desist from actions which might create financial risk for the other, especially in so far as matters affecting litigation are concerned.

2.4.6 Each respects the other's right to pursue other commercial business, and that the implementation of the "acting together" principle is confined to matters of mutual concern in the PSCBC and that the said principle has no bearing of any kind. Whatsoever on either's financial arrangements or business.

2.4.7 That this agreement does not in any way make the parties partners in any business, other than the collective trade union matters defined in this regard.

2.5 Dispute resolution mechanism

In the event of a dispute, the political leadership will intervene in order to ensure that problems are resolved amicably.

2.6 Termination of agreement


This agreement is indefinite commencing from the date of signing of the agreement. Either party may, however, end the relationship by giving 60 days' written notice to the other

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party, unless some other period is otherwise agreed upon. Such notice of termination of the agreement to be accompanied by the provision of reasons as to why the agreement is to be terminated, followed by a reasonable period within which the other party may make response if it is so wish.

Signed at Pretoria on this 7th day of June 2018.

~~NO SIGNATURE~~
On behalf of SAPU
General Secretary


On behalf of PEU
General Secretary