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## **CODE OF CONDUCT POLICY**

<b>Approved Date:</b>	<b>Effective Date:</b>
<b>Review Date:</b>	<b>Signature:</b>

## **1. Definition**

In this Schedule 'partner' means a person who permanently lives with another person in a manner as if married.

## **2. General conduct**

A staff member of the Agency must at all times -

- (a)* loyally execute the lawful policies of the Agency;
- (b)* perform the functions of office in good faith, diligently, honestly and in a transparent manner;
- (c)* act in the best interests of the Agency and in such a way that the credibility and integrity of the Agency are not compromised; and
- (d)* act impartially and treat all people, including other staff members equally without favour or prejudice.

## **3. Commitment to serving the public interest**

A staff member of the Agency must accordingly -

- (a)* implement the provisions of section 50(2);
- (b)* foster a culture of commitment to serving the public and a collective sense of responsibility for performance in terms of standards and targets;
- (c)* promote and seek to implement the basic values and principles of public administration described in Section 195 (1) of the Constitution;
- (d)* seek to implement the performance targets set for each performance indicator;

- (e) participate in the overall performance management system for the Agency, as well as the staff member's individual performance appraisal and reward system, if such exists, in order to maximize the ability of the Agency as a whole to achieve its objectives and improve the quality of life of its residents.

#### **4. Personal gain**

- (1) A staff member may not –
  - (a) use the position or privileges of a staff member, or confidential information obtained as a staff member, for private gain or to improperly benefit another person.
  - (b) Take a decision on behalf of the Agency concerning a matter in which that staff member or that staff member's spouse, partner or business associate has a direct or indirect personal or private business interest.
- (2) Except with the prior consent of the Board of the Agency may not –
  - (a) be a party to a contract for –
    - (i) the provision of goods or services to the Agency; or
    - (ii) the performance of any work for the Agency otherwise than as a staff member;
  - (b) obtain a financial interest in any business of the Agency; or
  - (c) be engaged in any business, trade or profession other than the work of the Agency.

#### **5. Declaration of interests**

- (1) A staff member of the Agency who, or whose spouse, partner, business associate or close family member, acquired or stands to acquire any direct

benefit from a contract concluded with the Agency, must disclose in writing full particulars of the benefit to the Board.

- (2) This item does not apply to a benefit which a staff member, or a spouse, partner, business associate or close family member, has or acquires in common with all other residents of the Agency.

## **6. Unauthorized disclosure of information**

- (1) A staff member of Agency may not without permission disclose any privileged or confidential information obtain as a staff member of the Agency to an unauthorized person.

- (2) For the purpose of this item "privileged or confidential information" includes any information –

*(a)* determined by the Agency or any structure or functionary of the Agency to be privileged or confidential;

*(b)* discussed in closed session by the Board or a committee of the Board;

*(c)* disclosure of which would violate a person's right of privacy; or

*(d)* declared to be privileged, confidential or secret in terms of any law.

- (3) This item does not derogate from a person's right of access to information in terms of national legislation.

## **7. Undue influence**

A staff member of the Agency may not –

- (a)* unduly influence or attempt to influence the Board of the Agency, or a structure or functionary of the Board, or a Board or, with a view to obtaining any appointment, promotion, privilege, advantage or benefit, or for a family member, friend or associate;

*(b)*mislead or attempt to mislead the Board, or a structure or functionary of the Board, in its consideration of any matter; or

*(c)*be involved in a business venture with a Board or without the prior written consent of the Board of the Agency.

## **8. Rewards, gifts and favours**

(1) A staff member of the Agency may not request, solicit or accept any reward, gift or favour for:

*(a)*persuading the Board of the Agency, or any structure or functionary, with regard to the exercise of any power or performance of any duty;

*(b)*making a representation to the Board or any structure or

*(c)*disclosing privileged or confidential information; or

*(d)*doing or not doing anything within that staff member's powers or duties.

(2) A staff member must without delay report to a superior official or to the Board any offer which, if accepted by the staff member would constitute a breach of sub item (1).

## **9. Board property**

A staff member of the Agency may not use, take, acquire or benefit from any property or asset owned, controlled or managed by the Agency to which that staff member has no right.

## **10. Payment of arrears**

A staff member of the Agency may not be in arrears to the Agency for rates and services for a period longer than 3 months and the Agency may deduct any outstanding amounts from a staff member's salary after this period.

## **11. Participation in elections**

A staff member of the Agency may not participate in an election of Board of the Agency, other than in an official capacity or pursuant to any constitutional right.

## **12. Sexual harassment**

A staff member of the Agency may not embark on any action amounting to sexual harassment.

## **13. Reporting duty of staff members**

Whenever a staff member of the Agency has reasonable grounds for believing that there has been a breach of this Code, the staff member must without delay report the matter to a superior.

## **14. Breaches of Code**

Breaches of this Code must be dealt with in terms of the disciplinary procedures of the Agency.

## **15. Commencement of policy**

15.1 This policy will come into effect on the date of adoption.

## **16. Interpretation of the policy**

16.1 All words contained in this policy shall have an ordinary meaning attached thereto, unless the definition or context indicates otherwise.

16.2 Any dispute on interpretation of this policy shall be declared in writing by any party concerned.

16.3 The CEO shall give a final interpretation of this policy in case of written dispute.

16.4 If the party concerned is not satisfied with the interpretation, a dispute may then be pursued with the South African Local Government Bargaining Council/Arbitration.