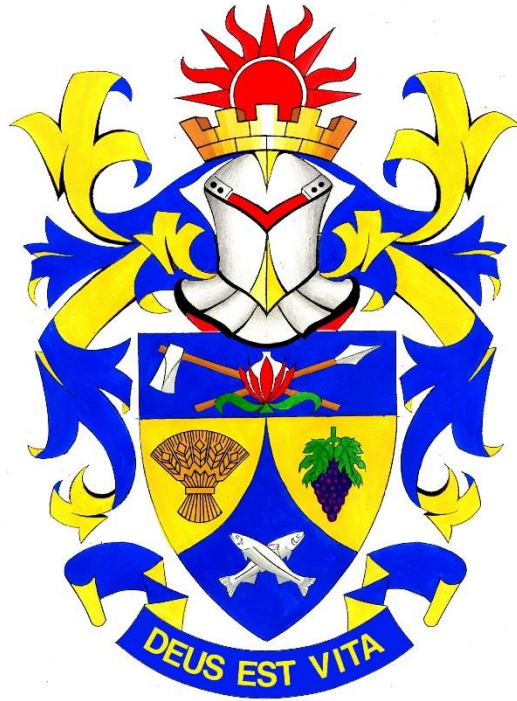


# BERGRIVIER MUNICIPALITY



## RELOCATION POLICY

**DATE APPROVED** : 19 SEPTEMBER 2023

**COMMITTEE** : MAYORAL COMMITTEE

VERSION	DATE CREATED	STATUS	WRITER	CHANGES
1.0	20/01/2023	Draft	AW Rheeder	New
1.1	20/01/2023	Draft	AW Rheeder	Comments
1.2	14/08/2023	Draft	AW Rheeder	Director's meeting
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1.5	19/09/2023	Draft	AW Rheeder	Mayoral Committee
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## 1. PREAMBLE

The relocation policy is one of the recruitment strategies used by Bergrivier Municipality to attract employees in order to meet our strategic and operational needs and to regulate relocation of employees.

## 2. LEGISLATIVE FRAMEWORK

Labour Relations Act, 1995 (Act 66 of 1995)

Basic Conditions of Employment Act, 1997 (Act 75 of 1997)

Municipal Systems Act, 2000 (Act 32 of 2000 as amended)

Local Government: Municipal Staff Regulations (Reg 890 of 20 September 2021)

## 3. DEFINITIONS

In this policy, unless the context indicates otherwise: -

<b><i>“Director”</i></b>	means the person appointed as such in terms of Section 56 of the Systems Act and includes a person acting in his/her stead.
<b><i>“Permanent Employee”</i></b>	means an employee, excluding a contract employee and/or a temporary employee and/or interns, occupying a post on the fixed approved staff establishment of the Council in a permanent capacity, as well as the four positions in Bergrivier Municipality that is legally prohibited to be appointed permanently namely: <ul style="list-style-type: none"><li>• Municipal Manager;</li><li>• Strategic Officer in the Office of the Executive Mayor;</li><li>• Personal Assistant in the Office of the Executive Mayor; and</li><li>• Public Liaison Officer in the Office of the Executive Mayor.</li></ul>
<b><i>“Furniture removal”</i></b>	refers to the relocation of household items and/or equipment from one place to the other.

<b>“Municipal Manager”</b>	means the person appointed as such in terms of Section 54A of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000) and includes a person acting in his/her stead.
<b>“Municipality”</b>	means the Bergrivier Municipality (WC013), a local municipality established in terms of section 12 of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998), as amended.
<b>“Local Government: Municipal Staff Regulations”</b>	means Regulation no. 890 promulgated in Government Gazette 45181 dated 20 September 2021.
<b>“Relocation”</b>	refers to a change in the physical location of an employee.

*All terminology not defined under clause 2 of this policy shall bear the same meaning as in the applicable legislation.*

#### **4. OBJECTIVES OF THE POLICY**

To outline provisions for relocation expenses for employees and prospective employees (appointees). It may include internal transfers that may warrants relocation and removal of furniture.

#### **5. SCOPE AND APPLICATION**

- 5.1 The policy is applicable to all newly appointed employees and transferred employees who are required to relocate from their previous employers or place of residence to Bergrivier Municipality after being duly recruited, selected and appointed in Bergrivier Municipality. This policy shall not apply to employees on promotional appointment within the municipality.
- 5.2 An employee will only qualify once in his/her career at Bergrivier Municipality for the payment of relocation costs as prescribed in this policy.

#### **6. RELOCATION**

- 6.1 For current employees, relocation is defined as a change of work location, provided that the employee cannot be reasonably expected to commute daily between the new location and the present (old) area of residence.
- 6.2 For new employees relocation means being appointed to a position which necessitates moving to the new area to take up employment as he/she

cannot reasonably be expected to commute daily between present area of residence and location where appointed.

6.3 The approval of relocation costs must be done as follow:

6.3.1 In the case of the Municipal Manager, the Executive Mayor;

6.3.2 In the case of a manager directly accountable to the Municipal Manager, the Municipal Manager;

6.3.3 In the case of all other staff the relevant Director.

## **7. REASONS FOR RELOCATION**

### **7.1 Relocation of current employees on request of the municipality**

7.1.1 It may be operationally necessary to transfer an experienced employee to fill a vacancy on a permanent basis at another area because the position could not be filled through local promotion or recruitment.

7.1.2 An employee may be transferred on a temporary basis under special circumstances, e.g Secondment until a permanent replacement is found.

### **7.2 Relocation of current employees at employee's request**

7.2.1 An employee may apply for a vacant position which, if successful necessitates relocating to the new place of work.

7.2.2 An employee may request to be transferred to another center for health reasons or because of special family circumstances, e.g spouse transferred to that area.

### **7.3 New employees at Bergrivier Municipality**

Where an applicant is offered employment at a location away from his/her regular place of residence as a result of a recruitment process.

## **8. CURRENT EMPLOYEES AT BERGRIVIER MUNICIPALITY**

### **8.1 Internal appointments**

When an employee voluntarily and at his/her own accord applies for a position within Bergrivier Municipality, and is successful in a position warranting moving to a different location within the boundaries of the municipality, the municipality shall bear the costs of removal.

## **8.2 Internal transfer**

- 8.2.1 Should the municipality transfer an employee for operational reasons within the boundaries of the municipality, and such post warrant moving to a different location within the boundaries of the municipality, the municipality shall bear the costs of removal.
- 8.2.2 Should the municipality transfer an employee for operational reasons within the boundaries of the municipality, and such post warrant travelling, the employee who participate in the travelling allowance scheme shall keep records of kilometres travelled and re-imbursed for a period of a month only, whereas an employee without travelling allowance will be paid in terms of the Travel & Subsistence Policy for officials for the same period.

## **8.3 Voluntary internal transfer**

When an employee of the municipality request for re-allocation to another area within the municipality, even when no vacant position exist, such cost will be borne by the employee and not by the Municipality.

## **8.4 Relocation of employees om a temporary basis**

Where a current employee is relocated on a temporary basis under special circumstances, within the boundaries of the Municipality, the Municipality will assist by:

- 8.4.1 paying for traveling expenses;
- 8.4.2 paying accommodation charges for rented accommodation or at a hotel, to be chosen by the municipality (Bed and Breakfast) for the duration of the temporary relocation if no suitable municipal accommodation is available;
- 8.4.3 paying a subsistence allowance to the employee as per the Travel and Subsistence Policy for the duration of the temporary relocation; and

## **8.5 Removal expenses**

- 8.5.1 The municipality shall pay the actual removal costs of an employee including transit insurance, but excluding any storage cost, for employees referred to in paragraphs 8.1 & 8.2.
- 8.5.2 The employee must obtain three written quotations for the removal of furniture and household items and provide the quotations to the Department Human Resource Services to follow the necessary supply chain processes in appointing a moving company to relocate an employee's household goods.
- 8.5.3 Only registered and reputable companies shall be considered for the removal purposes.

- 8.5.4 The same company shall bear the insurance cost of the removal property and any claims for damages or loss must be directed to the removal company.
- 8.5.5 Any animals or other items requiring special handling like rigging or special vans will not be included.
- 8.5.6 If the services of an employee are terminated for any reason other than death and incapacity on grounds of ill health, the refund for the removal costs shall be calculated as follows:

$$\frac{A \times C}{B}$$

$$B = 36$$

Where A = Total costs, B = 36 months and C = number of months in service.

## **9. NEW EMPLOYEES AT BERGRIVIER MUNICIPALITY**

### **9.1 Removal expenses**

- 9.1.1 Bergrivier Municipality shall pay a newly appointed employee's actual removal costs, including transit insurance, but excluding any storage cost.
- 9.1.2 The employee must obtain three written quotations for the removal of furniture and household items and provide the quotations to the Department Human Resource Services to follow the necessary supply chain processes in appointing a moving company to relocate an employee's household goods.
- 9.1.3 The payment of the removal costs is subject among others to an appointee residing at the time of appointment outside the jurisdiction of Bergrivier municipal area.
- 9.1.4 Only registered and reputable companies shall be considered for the removal purposes.
- 9.1.5 The same company shall bear the insurance cost of the removal property and any claims for damages or loss must be directed to the removal company.
- 9.1.6 Any animals or other items requiring special handling like rigging or special vans will not be included.

9.1.7 The supply chain processes must be followed in procuring the removal companies.

9.1.8 If the services of an employee are terminated for any reason other than death and incapacity on grounds of ill health, the refund for the removal costs shall be calculated as follows:

$$\frac{A \times C}{B}$$

$$B = 36$$

Where A = Total costs, B = 36 months and C = number of months in service.

## 9.2 Travel expenses

The newly appointed employee is not entitled to any travelling expenses for the acceptance of the offer of employment, including travelling between his/her place of residence and work.

## 9.3 Provision of temporary accommodation

The newly appointed employee shall not be entitled to any temporary accommodation while acclimatizing him/herself with the area.

# 10. EMPLOYEE OBLIGATIONS

10.1.1 In return for the expenses paid by the municipality as mentioned in paragraphs 8.5.1 & 9.1.1, the employee undertakes and commits him/herself herewith to remain in the services of the Council for at least **thirty six (36) months** in compensation of the total removal cost.

10.1.2 The employee shall sign an agreement (**Annexure A**) in which he/she commit to repay the municipality's expenditure if he/she should resign, or be dismissed for whatever reason within a period of 36 months or less, reckoned from the date of assumption of duty in the position concerned.

10.1.3 When the employee, resigns or is dismissed from the municipality's service before the period expires, the indebted amount according to the contract is payable immediately and does the municipality have the first claim on any salary, payment in regard of leave or any other money that the municipality owes the employee, the indebted amount will be deducted from the same source.



## **11. BUDGET**

The financial and resource implication/s related to the implementation of this policy will be provided as part of the annual operating budget of the municipality.

## **12. IMPLEMENTATION AND MONITORING**

The policy will be implemented and become effective once approved by Council.

## **13. DISPUTE RESOLUTION**

Any grievances arising out of the implementation of this policy, will dealt with in terms of the grievance procedures agreed upon in the SALGBC, after all internal remedies have been exhausted.



## RELOCATION AGREEMENT FOR EMPLOYEES

MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:

### BERGRIVIER MUNICIPALITY

Herein represented by Adv. Hanlie Linde in her capacity as Municipal Manager and duly authorized thereto

(Hereinafter referred to as the "Employer")  
And

**Name of Employee:**

**ID Number:**

**Job Designation:**

**Directorate:**

(Hereinafter referred to as the "Employee").

certify herewith –

WHEREAS the Employer resolved to pay the removal costs, including transit insurance but excluding any storage cost, up to an amount not exceeding R..... as prescribed in the approved policy of Bergvliet Municipality;

**NOW THEREFORE** the parties agree as follows:

1. The Employer undertakes to pay the Employee's removal costs, including transit insurance but excluding any storage cost, from.....to..... amounting to R.....
2. In return for the expenses paid by the Employer, the Employee undertakes and commits him/herself herewith to remain in the services of the Employer for at least **thirty six (36) months** in compensation of the total removal cost.

3. In the event that the Employee resigns, is dismissed from the Employer's service, or his/her employment is ended for any valid reason recognized by law before the period expires, the indebted amount according to the contract is payable immediately as stipulated in paragraphs 8.5.6 & 9.1.8 of the Relocation Policy and does the Employer have the first claim on any salary, payment in regard of leave or any other money that the Employer owes the employee and it can be deducted from the above mentioned money.
4. The Employee herewith agrees to the jurisdiction of the Magistrate's Court of Piketberg if any dispute arises from this agreement.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF  
 \_\_\_\_\_ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

**AS WITNESSES:**

1. \_\_\_\_\_ EMPLOYER
2. \_\_\_\_\_

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF  
 \_\_\_\_\_ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

**AS WITNESSES:**

1. \_\_\_\_\_ EMPLOYEE
2. \_\_\_\_\_