



**UMZIMVUBU**  
— LOCAL MUNICIPALITY —

# **EMPLOYEE RELOCATION POLICY**

# EMPLOYEE RELOCATION POLICY

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## **1. PURPOSE OF POLICY**

- 1.1. To render assistance to newly recruited employees from within and outside the Municipality as well as permanent employees who are being transferred by the Municipality from their current place of employment to another Department within the Municipality.
- 1.2. To provide grounds for relocation of employees.
- 1.3. To regulate relocation of employees from outside and within the municipality.

## **2. APPLICATION OF POLICY**

- 2.1. This policy shall be applicable to all posts of the Municipality for transfers.
- 2.2. This policy shall be applicable to all posts of the Municipality for new appointees with the exception of the following categories of posts and employees:
  - 2.1.1 Basic skills (Grade 1 -3); level 2: Discretionary skills (Grade 4 – 8); level 3: Specialised skills (Grade 9 – 13) (i.e. Grade 1 – 3; 4 – 8; & 9 – 13) respectively or equivalent grades.
  - 2.1.2 Casual/Part time posts.
  - 2.1.3 Any non-permanent/full-time employee whose term of employment is less than 6 consecutive months.
  - 2.1.4 Experiential training personnel of the municipality

2.2 This policy shall become operative with effect from the date of approval by the Council.

## **3 LEGAL FRAMEWORK AND REQUIREMENTS**

- 3.1 This policy is premised on the provisions and requirements of the Labour Relations Act ("LRA") 66 of 1995 and the codes of good practice published in terms of the LRA.
- 3.2 This policy is also premised on the provisions and requirements of the BCEA – Basic Conditions of employment Act, No of 75 Of 1997.
- 3.3 This is further premised on the provisions and requirements of the Individual Contract Of employment in so far as those terms and conditions of employment are not in contravention of the applicable labour laws.
- 3.4 This is further premised on the provisions and requirements of any other applicable law.

## **4 GENERAL GROUNDS FOR STAFF RELOCATION**

- 4.1 The Municipality shall meet the actual relocation costs upon approval of a due request within the borders of South Africa as maybe incurred in respect of any employee upon appointment or transfer.
- 4.2 Where expenditure has to be paid in terms of this policy written application shall be made for authorisation of expenditure by the Manager.

4.3 The employee shall agree in writing to repay the Municipality's expenditure if he/she leaves the Municipality within a period of 24 months or less reckoned from the date of assumption of duty in the post concerned.

4.4 If the services of an employee are terminated for any reasons other than death and incapacity on grounds of ill health, the refund for the relocation costs comprised of transportation of personal belongings; storage and accommodation shall be calculated as follows:

$$\frac{A}{B} \times \frac{C}{1}$$

Where A = Total costs, B = 24 months and C = number of months in service

4.5 The travel time of an employee being transferred which shall be regarded as being on official duty shall be limited three months.

4.6 Where the Municipality is not providing accommodation; the provisions of interim accommodation shall be applicable for a maximum period of three months.

4.7 The accommodation for a transferred or newly appointed person shall be within a reasonable radius which shall enable the employee concerned to travel to and from work with ease.

4.8 The travelling costs for a transferred or newly appointed person shall be borne by a person irrespective of the accommodation facility he/she has chosen to stay at.

4.9 This policy shall be applied with the provisions of the other sister policies.

## 5 GENERAL PROVISIONS FOR STAFF RELOCATION

### 5.1 Relocation of Employees Already Within The Municipality:

5.1.1 The Municipality may meet the actual costs which an employee incurs for travel and subsistence during:

5.1.1.1 The move of the employee to the new place of work where the most reasonable mode of transport must be used.

5.1.1.2 Accommodation for a maximum period three months in a accredited accommodation facility in the event the employee moves for assumption of duty for employees from skills level 4 to 5 or equivalent grades (i.e. Level 4: Tactical Skills (Grade 14 – 18); and Level 5: Strategic skills (Grade 19 – 26).

5.1.1.3 If an employee must interrupt his/her journey as a result of his/her health the reasonable costs on accommodation can be reimbursed.

5.1.1.4 A maximum of three days expenses at the most can be paid.

5.1.1.5 The mode of transport and maximum expenditure shall be determined by and agreed with the Municipality.

### 5.1.2 Interim accommodation costs

- 5.1.2.1 Costs for interim accommodation shall be limited to two (2) months.
- 5.1.2.2 Interim accommodation costs are limited to any accredited accommodation facility.
- 5.1.2.3 There shall be no payment by the municipality within a period of two months to a person who chooses to stay at the residence of a friend or family member or relative.

### **5.1.3 Transportation and storage of household goods during relocation**

- 5.1.3.1 Storage of household goods at the old/new place of work is only meant as an aid when an employee experiences real problems to obtain suitable and reasonable accommodation.
- 5.1.3.2 Storage Shall be paid for a maximum period of one (1) month. Assistance with transport; insurance and one's month's storage costs of personal and household goods.
- 5.1.3.3 The normal supply chain procedure for acquiring transportation services and storage of household goods shall apply.
- 5.1.3.4 The contract for the transport and insurance costs of household goods of the employee must be entered into between the employee and the relevant service provider and not the Municipality.

## **5.2 Relocation of New Appointee From Outside The Municipality**

### **5.2.1 Provision**

- 5.2.1.1 The Municipality may pay the reasonable actual costs of relocation of a newly appointed employee after determining that there was a indeed a need.
- 5.2.1.2 The circumstances must be such that the new employee is not a resident within the same area where the posts is stationed and that accommodation is not already available.

### **5.2.2 Travel and Subsistence during visit of a new place**

- 5.2.3 The Municipality may meet the reasonable actual costs which an employee may incur for travel and subsistence during:
  - 5.2.3.1 One visit by an employee to the new place of work before the date of appointment and
  - 5.2.3.2 A maximum of three (3) days expenses at the most can be paid.
  - 5.2.3.3 The mode of transport and maximum expenditure shall be determined by and agreed with the Employer.

### **5.2.4 Accommodation during relocation**

- 5.2.4.1 Accommodation for a maximum of two (2) months in an accredited accommodation facility in the event the employee moves for assumption of duty.
- 5.2.4.2 The normal supply chain management policy requirements shall apply.
- 5.2.4.3 There shall be no payment by the municipality within a period of two months to a person who chooses to stay at the residence of a friend or family member or relative.

### **5.2.5 Travel during the actual relocation**

- 5.2.5.1 Assistance or reimbursement of reasonable travel costs by the employee.

5.2.5.2 The mode of transport and maximum expenditure shall be determined by and agreed upon with the Municipality.

#### **5.2.6 Transportation and storage of household goods during relocation**

5.2.6.1 Storage of household goods at the old/new place of work is only meant as an aid when an employee experiences real problems to obtain suitable and reasonable accommodation.

5.2.6.2 Storage Shall be paid for a maximum period of one (1) month Assistance with transport; insurance and one's month's storage costs of personal and household goods.

5.2.6.3 The normal supply chain procedure for acquiring transportations services and storage of household goods should apply.

5.2.6.4 The contract for the transport and insurance costs of household goods of the employee must be entered into between the employee and the relevant service provider and not the Municipality.

### **6 PRIVILEGES ON TERMINATION OF SERVICE**

6.1 The Municipality may meet, at the request of the employee's family, the reasonable actual costs of relocation of the employee's personal belongings if an employee dies whilst on duty or an employee has died due to natural causes related to a work condition as maybe declared by a Medical Practitioner.

6.2 In the case of an employee recruited in South Africa, the Municipality shall pay for resettlement within South Africa.

6.3 In the case of an employee recruited from abroad, the Municipality shall pay for resettlement at the employee's place of origin.

6.4 The Municipality may meet the costs of transporting home the remains of an employee who died on official duty away from her/his normal place of work.

6.5 This provision is applicable to an employee whose service is terminated due to death while an employee is performing his/her duties in terms of the Occupational Health and Safety Act.

6.6 If an employee leaves the institution within 3 months (resignation) after being offered interim accommodation, all costs that were incurred should be recovered from that employee

### **7 COMMENCEMENT**

7.1 This policy Shall come into effect on the date of adoption by the Council.

### **8 INTERPRETATION OF THIS POLICY**

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

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

8.3 The Office of the Municipal Manager shall give a final interpretation of this policy in case of a written dispute.

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

## 9 PERMANENT/TEMPORARY WAIVER OR SUSPENSION OF THIS POLICY

9.1 This policy may be partly or wholly waived or suspended by the Municipal Council on a temporary or permanent basis after consultation with Management and Trade Unions.

9.2 Notwithstanding clause No. 9.1 the Municipal Manager may under circumstances of emergency temporarily waive or suspend this policy subject to reporting of such waiver or suspension to Council and Trade Unions.

## 10 AMENDMENT AND/OR ABOLITION OF THIS POLICY

10.1 This policy may be amended or repealed by the Council after consultation with Management and Trade Unions.

## 11 COMPLIANCE AND ENFORCEMENT

11.1 Violation of or non-compliance with this policy Shall give a just cause for disciplinary steps to be taken.

11.2 It Shall be the responsibility of all Managers, Supervisors, Executive Committee and Council to enforce compliance with this policy

## APPROVAL OF THE POLICY

The Municipal Council has approved this policy and amendments thereof.

## AUTHENTICATION

The amendments of the policy and or the new policy was adopted by the Council on the  
23 / 07 / 2020


As per Council Resolution number 015 / 19 / 20

Signed off

  
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Mr. G.P.T. Nota

Municipal Manager

  
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Cllr. N.F Ngonyolo

Speaker of the Council