



**BA-PHALABORWA MUNICIPALITY**  
**HUMAN RESOURCES**  
**RELOCATION POLICY**

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**Revision History**

<b>REVISION</b>	<b>DATE</b>	<b>AUTHOR</b>	<b>REASON FOR CHANGE</b>
1.0	MAY 2014	MOKOENA SS	NEW POLICY

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## **BA-PHALABORWA MUNICIPALITY**

## **RELOCATION POLICY**

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## 1. PREAMBLE

The relocation policy is one of the recruitment strategy used by Ba-Phalaborwa Municipality to attract employees from other institutions in order to meet our strategic and operational needs.

It aims at assisting newly appointed employees to relocate their household from their previous place of residence or former employer to the Ba-Phalaborwa municipality.

## 2. DEFINITIONS

**"Employee"** refers to an individual who works part-time or full-time under a contract of employment, whether oral or written and has recognised rights and duties.

**"Relocation"** refers to a change in the physical location of a business or an individual.

**"Furniture removal"** refers to the relocation of household from one place to the other.

## 3. LEGAL FRAMEWORK

Constitution of the Republic of South Africa  
Basic Conditions of Employment Act (75 of 1997)  
Labour Relations Act (66 of 1005)  
Municipal Systems Act

## 4. OBJECTIVES OF POLICY

To provide for guidelines to the handling of furniture removal of new employees appointed in the Ba-Phalaborwa Municipality who are relocating from their place of residence to Ba-Phalaborwa.

## 5. SCOPE AND APPLICATION OF POLICY

This policy will be applicable to all newly appointed employees who are required to relocate from their previous employers or place residents to

Ba-Phalaborwa as a result of occupying a position in Ba-Phalaborwa Municipality.

This policy shall not apply to local residents of Ba-Phalaborwa Municipality and employees appointed as a result of promotion within the organisation.

## 6. POLICY CONTENT

- 6.1. The Council undertakes to pay the employee's removal costs from his place of residence to Ba-Phalaborwa to the maximum amount of **R8 000,00**.
- 6.2. In return for the expenses paid by Council as mentioned in 4.1, the employee undertakes and commits him/herself herewith to remain in the service of the Council for at least **twelve months for every R666,00**, or portion thereof, of the total removal cost.
- 6.3. When the employee retires, resigns or is dismissed from the Council's service, or if the employee dies before the period expires, the indebted amount according to the contract is payable immediately and does Council have the first claim on any salary, payment in regard of leave or any other money that the Council owes the employee and it can be deducted from the above mentioned money.
- 6.4. The employee herewith agrees to the jurisdiction of the Magistrate's Court of Phalaborwa if any dispute arises from this agreement.
- 6.5. The relocation shall be done in a fair, reasonable and transparent manner within the spirit of prevention of Unlawful Occupation of Land Act; and Land Tenure Act.
- 6.6. Where possible, the municipality shall accommodate the relocated family in a serviced land or stand or alternatively at a site reserved for residents who are still waiting for land and stands to be allocated. (Reserve land to be known as waiting area to be identified).
- 6.7. The municipality is aware of the sensitivity of the land issue and shall endeavour within its resources to make land available.

## **7. PROCEDURE**

- 7.1. The employee is required to obtain three quotations.
- 7.2. Such quotations must be submitted to the Human Resources, signed by the employee, Corporate Services director, Chief Financial Officer and approved by the Municipal Manager.
- 7.3. The least quotation will be considered for payment on the submission of an invoice and receipts of the amount paid by the employee, which amount shall not exceed the sum of **R8 000.00**.
- 12.4. The employee will only be re-imbursed after resuming his/her duties with the municipality.
- 12.5. He/she should have produced original invoice and receipt
- 12.6. He/she should have signed a furniture removal undertaking in which he/she commit him/herself to pay back the money in total should he/she retire, resign, die and or dismissed from Council for whatever reason within twelve months of his/her appointment.

## **8. IMPLEMENTATION AND MONITORING**

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

## **9. COMMUNICATION**

The policy will be communicated to all employees using a full range of communication methods available in the municipality.

## **10. POLICY REVIEW**

The policy shall be reviewed annually and revised whenever it is necessary.

## **11. DISPUTE RESOLUTION**

Any dispute resolution processes shall be followed in the event of any grievances and disputes arising out of the implementation of this policy.

12. APPROVAL

\_\_\_\_\_  
APPROVED BY

\_\_\_\_\_  
MUNICIPAL MANAGER

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
APPROVAL BY COUNCIL

\_\_\_\_\_  
DATE

**MEMORANDUM OF AGREEMENT ENTERED BY AND BETWEEN:**

**BA-PHALABORWA MUNICIPALITY**

(herein represented by **MOAKAMELA MAITE IRENE** in HER capacity as **DIRECTOR: CORPORATE SERVICES** due to that purpose authorised according to Council resolution 174/92 of 28 July 1992), and hereinafter named the Council

and

.....

hereafter mentioned the employee.

certify herewith -

WHEREAS the Council resolved to pay the removal costs up to a maximum amount of **R8 000,00** for removal costs.

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

1. The Council undertakes to pay the employee's removal costs from .....  
..... to Phalaborwa amounting to .....
2. In return for the expenses paid by Council as mentioned in 1, the employee undertakes and commits him/herself herewith to remain in the service of the Council for at least 12 months for every R666,00 or portion thereof, of the total removal cost.
3. When the employee retires, resigns or is dismissed from the Council's service, or if the employee dies before the period expires, the indebted amount according to the contract is payable immediately and does Council have the first claim on any salary, payment in regard of leave or any other money that the Council 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 Phalaborwa if any dispute arises from this agreement.

THUS DONE AND SIGNED by the EMPLOYEE at PHALABORWA this

..... day of ..... 20.....