



3 July 2018

Dear [REDACTED]

Official information request

Our ref: SSC2018/0108

I refer to your official information request to Central Agencies Shared Services which has been transferred to the State Services Commission (SSC) to respond on 28 June 2018 for:

“What are the standard terms and conditions of redundancy for the State Services Commission?”

Information being released

Please find attached the SSC's standard terms and conditions of redundancy.

If you wish to discuss this decision with us, please feel free to contact Ministerial.Services@ssc.govt.nz.

Please note that we intend to publish this letter (with your personal details removed) [and enclosed documents] on the State Services Commission's website

Yours sincerely

A handwritten signature in green ink, appearing to read 'Rachel Bruce', with a horizontal line extending to the right.

Rachel Bruce
Deputy Commissioner
State Services Commission

10.0 REDUNDANCY

10.1 Management of Change

- 10.1.1 In the event of the employee's position ceasing to exist, after consultation with the employee, the State Services Commissioner shall give the employee at least one (1) months' notice of termination of employment, on salary. (This shall be instead of, not in addition to, the notice period provided in Clause 5.1 above.)
- 10.1.2 During the notice period, subject to the provisions of the State Sector Act 1988, both the State Services Commissioner and the employee shall make reasonable efforts to locate suitable alternative employment for the employee in the following areas:
- a within the Public Service; or
 - b within any other part of the State sector (which term shall include Crown entities, Crown companies and State Owned Enterprises); or
 - c in the organisation acquiring some or all of the business of the State Services Commission whether or not that organisation is within the State sector (where the position ceases to exist due to the part of the State Services Commission's business in which the employee's position is situated being sold or transferred).
- 10.1.3 In the event that a reasonable offer of employment is made the State Services Commissioner's responsibilities under these provisions shall be fulfilled, and the employee shall not be entitled to any payment under Clause 10.1.5. The offer of a position with comparable duties and responsibilities, in substantially the same general locality or one within reasonable commuting distance, with terms and conditions of employment that are no less favourable (including service-related, redundancy and superannuation conditions), and on terms that treat service with the State Services Commission as if it were continuous service with the new employer shall constitute a reasonable offer for the purposes of this provision.
- 10.1.4 The parties may agree to any other arrangement as an alternative to the provisions contained in Clauses 10.1.1 and 10.1.2.
- 10.1.5 Where no reasonable offer of employment is made by expiry of the notice period, and no alternative arrangements have been agreed, the employee shall be offered a redundancy payment equivalent to three (3) months' remuneration at the rate payable under this Agreement.
- 10.1.6 In addition, at the employee's request any outstanding annual leave and long service leave shall be separately cashed up.

10.2 Employee Protection Provision

- 10.2.1 If the State Services Commission is to be restructured as described in section 69OI of the Employment Relations Act 2000 (or any replacement provision) so that the employee's work is to be performed by or on behalf of another person;

- a The State Services Commissioner will advise the employee of the proposal to restructure and provide the employee with an opportunity to comment on it. The State Services Commissioner will consider and respond to the employee's comments;
- b The State Services Commissioner will use best endeavours to secure the new employer's agreement to make a reasonable offer of employment (as defined in clause 10.1.3) to the employee;
- c Where the new employer does not agree to make a reasonable offer of employment to the employee Clauses 10.1.1 and 10.1.5 will apply;
- d If the new employer does make a reasonable offer of employment to the employee and the employee chooses not to accept the offer then the employee will not be entitled to receive any sum payable under Clause 10.1.5.

RELEASED UNDER THE OFFICIAL INFORMATION ACT