

## A&O redundancy terms May 2009- subject to contract

The terms are available to all redundant staff who sign a compromise agreement on or before 30 May 2009.

The terms comprise a number of elements; enhanced redundancy, compensation for the loss of eligibility to receive any LAAP award for July 2009 (where appropriate), balance of notice post 30 May (if any) and a discretionary lump sum. All redundant staff will receive notice of termination of employment on 30 April 2009, so that one month notice will be worked (or served on garden leave) until 30 May 2009.

The terms:

- **Enhanced redundancy (including statutory).** This will be 3.5 weeks base salary per completed year of service, up to a maximum lump sum payment in any individual case of 52 weeks. Part years of service will not be rounded up. The minimum payment is 3.5 weeks of base salary at your current salary level, even where you have not completed one year's service.
- **Compensation payment for loss of eligibility to receive any previously awarded LAAP.** This is an additional amount paid as compensation for the fact that you are no longer eligible to receive the award that would have been payable in July 2009.
- **The balance of your notice.** This is a lump sum comprising base salary and monthly employer core pension contribution for the remainder of your notice (if any). Compensation for loss of benefits during the balance of the notice period is the fixed sum, dependant on grade, that appears below.
- **An additional lump sum.** This will be paid by grade/role level, as set out below.

Grade/role level	Enhanced redundancy (including statutory where applicable)	Compensation payment for loss of eligibility to receive any LAAP in July 2009	Amount of months in respect of which salary and employer core pension contribution will be paid	Lump sum in lieu of benefits for balance of notice period (excluding pension and holiday)	Discretionary lump sum of up to
<b>Counsel</b>	3.5 weeks base salary per year of service	Payable if previously awarded	5	£1,000	£12,500
<b>Senior Associate</b>	3.5 weeks base salary per year of service	Payable if previously awarded	2	£400	£12,500
<b>Mid Associate (grade 14-16)</b>	3.5 weeks base salary per year of service	Payable if previously awarded	2	£400	£6,250
<b>Junior</b>	3.5 weeks base	Payable if	2	£400	£4,250

<b>Associate (grade 13)</b>	salary per year of service	previously awarded			
<b>Junior Associate (grade 12)</b>	3.5 weeks base salary per year of service	Payable if previously awarded	2	£400	£1,750
<b>Associate/ Executive Director</b>	3.5 weeks base salary per year of service	Not payable	5	£1,000	£10,000
<b>Head</b>	3.5 weeks base salary per year of service	Not payable	2	£400	£5,000
<b>Senior Manager</b>	3.5 weeks base salary per year of service	Not payable	2	£400	£1,750
<b>Officer/ Specialist</b>	3.5 weeks base salary per year of service	Not payable	2	£400	£1,250
<b>Assistant (&lt;4 years service)</b>	3.5 weeks base salary per year of service	Not payable	0	0	£1,250
<b>Assistant (&gt;4 years service)</b>	3.5 weeks base salary per year of service	Not payable	1 x weeks base salary for each completed year of service	£59 for each competed year of service over 4 years up to a maximum	£1,250

- All other benefits will cease on 30 May 2009. This will include personal accident insurance, permanent health insurance, business travel insurance (and where applicable, personal travel insurance) and private medical insurance.
- *Private medical insurance* – This cannot be continued within the firm’s policy after 30 May 2009 but CIGNA, our current insurers, can provide a continuation policy which is not time limited. At the individual’s own cost, which ensures that pre-existing medical conditions are covered.
- Pension- Contributions to the A&O pension scheme will cease for members of the scheme on 30 May 2009. Please refer to the frequently asked questions for further information about pensions.
- *Season ticket loans and other amount owed to the firm*- The outstanding balance on any season ticket loan (and any other amount owed to A&O) will be deducted from the final salary payment. Payments by A&O, on your behalf, to the student loan company will cease on the termination date and payments will recommence when you commence new employment.
- *Health & Wellbeing Center* – Access to the Health & Wellbeing Center and the facilities will cease on the termination date.

- *Garden leave and notice period* – Once an individual is given notice of termination of employment, subject to handing over any outstanding work, we expect that they will be on “garden leave” and they will not be required to attend office. We will also accommodate, where we can, any requests that garden leave start earlier, for example, at the beginning of or during individual consultation. In exceptional cases we reserve the right to require you to take garden leave.

## **Other**

- Comprehensive outplacement service- see accompanying document for details which vary by role. There is no cash alternative. These services, of 3 or 6 months depending on grade, must commence within 3 months of the termination date. As you will not from the attached, outplacement services can be substituted with (re)training or contribution towards professional qualifications by individuals agreement with your local HR team.
- Contributions to legal fees up to £500 + VAT
- In principle, agreed and prepaid training may be compelled irrespective of when it is due to take place. Agreed training that is booked and will take place by 31 May may take place.