

## LOYOLA ENTERPRISES, INC.

### POLICIES & PROCEDURES

---

**CLASSIFICATION:** Employment Practices

**Number:** I-20

**SUBJECT:** Termination of Employment

**Effective Date:** 06-17-98

**Revision Date:** 07-09-09

---

Employment at LOYOLA is based upon continuing mutual consent. Either the employee or employer may terminate employment with or without cause at any time for any reason. It is important for the employee's record that the termination be brought about properly to enable the Human Resources Department to process the necessary paperwork and inform employees of the disposition of their benefits, personal leave time, retirement, and other related matters.

#### **I. VOLUNTARY TERMINATION**

When an employee decides to leave for any reason, the immediate supervisor and the Human Resources Department would like the opportunity to discuss the resignation before final action is taken. LOYOLA often finds another alternative during this conversation. If, however, after full consideration the employee decides to leave, it is requested that the employee provide the Company with a written two weeks advance notice period. The employee's supervisor may request for the employee to leave prior to the end of the employee's two weeks notice. An employee who resigns with the requested notice may be favorably considered for re-employment.

In order for a termination to be considered voluntary, the employee must have provided a two (2) week termination notice.

#### **Termination Date**

An employee's termination date is the last day worked. The last day of work is the authorized final day for pay. Employees do not accrue benefits after their termination date.

Personal leave time may not be substituted for all or part of the notice period unless the supervisor has received advance notification and has approved the substitution. A Company endorsed holiday can not be designated as the final day of employment.

#### **Final Pay Check**

When employment is voluntarily terminated, the employee will be paid for all personal leave time (accrual rounded to nearest hour) up through the date of termination, provided the employee has completed the initial employment period of ninety (90) days. Eligible employees will receive their accrued personal leave time in their final pay check.

If there are unpaid obligations to the Company, the final pay check will reflect the appropriate deductions. Unpaid obligations include unreturned Company property. If an employee does not return Company property, the Company will assess and determine a fair market value cost which will be deducted from the final pay check.

### **Human Resources Notification**

When a supervisor receives a resignation notice from an employee, the supervisor must immediately forward the notification to the Human Resources Department. The resignation notice will be put in the employee's personnel file. The employee will be contacted to participate in an exit interview with the Human Resources Manager. The employee will be advised of his/her benefits status during the exit interview.

## **II. INVOLUNTARY TERMINATION**

Any employee whose conduct, actions, or performance violates or conflicts with LOYOLA'S policies may be terminated immediately and without warning upon the President or Executive Vice President's approval. The supervisor, higher level manager in the line of supervision, or the Human Resources Manager will notify the employee in private of the policy-based reason for the termination.

When an employee is involuntarily terminated, he/she will not be paid for personal leave time on the books. If there are unpaid obligations to the Company, the final pay check will reflect the appropriate deductions. Unpaid obligations include unreturned Company property. If an employee does not return Company property, the Company will assess and determine a fair market value cost which will be deducted from the final pay check.

The President will make any adverse action decisions concerning Company officers.

## **III. EXAMPLES OF SITUATIONS WHICH WARRANT IMMEDIATE TERMINATION**

Examples of situations which warrant immediate termination are listed below. The list is intended to be representative of the types of activities that may result in termination. It is not exhaustive and is not intended to be comprehensive and does not change the employment-at-will relationship between the employee and the Company.

LOYOLA reserves the right to take appropriate disciplinary action, including termination, where, in the judgement of the Company, the employee has engaged in unacceptable conduct or unsatisfactory work performance which is contrary to the best interests of the Company and/or its clients. The list of examples does not restrict LOYOLA'S rights to establish or change personnel and operational policies, or the Company's right to take disciplinary action which it deems appropriate under the circumstances.

The following are some examples of grounds for immediate termination of an employee:

- Violation of the Equal Employment Opportunity and/or Anti-Harassment policies
- Violation of the Proprietary Rights and Confidentiality Agreement
- Violation of the Alcohol and Drug policy
- Unprofessional conduct
- Breach of trust or dishonesty
- Falsification of company records
- Willful violation of an established policy or rule
- Gross negligence
- Insubordination or intentional failure to carry out an instruction of a supervisor or manager
- Falsification of timesheets
- Undue and unauthorized absence from duty during regularly schedule work hours

- Deliberate non-performance of work
- Larceny or unauthorized possession of, or the use of, property belonging to any coworker, visitor, or customer of LOYOLA
- Possession of dangerous weapons on the premises
- Unauthorized possession, use or copying of any records that are the property of LOYOLA
- Excessive absenteeism or lateness
- Marring, defacing, or other willful destruction of any supplies, equipment, or property of LOYOLA
- Failure to call or directly contact your supervisor when you will be late or absent from work
- Fighting or serious breach of acceptable behavior
- Refusing an overtime assignment without good reason
- Leaving the work premises without authorization during work hours
- Gambling, conducting games of chance or possession of such devices on the premises during work hours
- Sleeping on duty

All disciplinary action will be undertaken by the Company in a fair and nondiscriminatory fashion and in accordance with the Company's Equal Employment Opportunity policy. Any questions about this policy should be addressed to the Human Resources Manager.