

EMPLOYEE WARNING NOTICE FORM



Employee Name: Jose Coronado Sr

Date: 8/11/21

Supervisor Name: Sam Chea

Hire Date: 6/10/19

- Verbal Warning Written Warning Final Warning
 Coaching/Counseling Session Assignment End Termination

1. Your behavior/actions have been found unsatisfactory for the following reasons:

- Tardiness Insubordination
 Damaged Equipment Failure to Follow Procedure
 Absenteeism Failure to Meet Performance Standards
 Policy Violation Poor Work Quality
 Falsifying Company Documents Other

2. Details of Unsatisfactory Behavior/Actions:

On 8/10/21, Jose made a comment to the supervisor after the supervisor and Jose's wife were in a conversation. Jose admitted that he asked the supervisor, Isabel G, where her husband was at. Isabel G responded back and asked why. Jose states he answered back, "because I don't argue with women" but Isabel G stated Jose said, "because I don't hit women". I spoke to Jose on 8/11/21 and took his documentation regarding his complaints against Isabel. They were address by Reichel Foods. After further review by upper management at Reichel Foods, the client as decided Jose's assignment will end. They have given him numerous opportunities to improve and given many warnings regarding other issues with supervisors and co-workers. He has been moved to other areas and assigned different supervisors to accommodate to his Jose. We have seen no improvement and given him plenty of opportunity. At this time his assignment will end at Reichel Foods.

3. Prior Warnings:

2/15/20, 2/28/20, 11/30/20, 2/3/21, 4/20/21, 7/26/21

4. The following immediate corrective action must be taken by the employee.

n/a

Employee Signature: Jose A. Coronado Date: 8-12-21

Note: Your signature on this form means that we have discussed the situation(s).

Manager's Signature: [Signature] Date: 8/12/21

Receipt of Employee Handbook and Employee-At-Will Statement

This is to acknowledge that I have read and have access to a copy of the Employer Solutions Staffing Group LLC (ESSG) Assigned Employee Handbook and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities and obligations of my employment with the company. I understand and agree that it is my responsibility to abide by the rules, policies and standards set forth in the Handbook.

I also acknowledge that my employment with ESSG is not for a specified period of time and can be terminated at any time for any reason, with or without cause or notice, by me or by the company. I acknowledge that no oral or written statements or representations regarding my employment can alter the foregoing. I also acknowledge that no manager or employee has the authority to enter into an employment agreement, express or implied, providing for employment other than at-will.

I also acknowledge that, except for the policy of at-will employment, ESSG reserves the right to revise, delete and add to the provisions of this Employee Handbook. All such revisions, deletions or additions must be in writing and must be signed by the CEO of the company. No oral statements or representations can change the provisions of this Handbook. I also acknowledge that, except for the policy of at-will employment, terms and conditions of employment with the company may be modified at the sole discretion of the company, with or without cause or notice, at any time. No implied contract concerning any employment-related decision, term of employment or condition of employment can be established by any other statement, conduct, policy or practice.

I understand the foregoing agreement concerning my at-will employment status and the company's right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and ESSG concerning the duration of my employment, the circumstances under which my employment may be terminated and the circumstances under which the terms and conditions of my employment may change. I further understand that this agreement supersedes all prior agreements, understandings and representations concerning my employment with the company.

If I have questions regarding the content or interpretation of this Handbook, I will bring them to the attention of ESSG or Corporate Management Group

DATE: 5/28/2019

EMPLOYEE NAME: JOSE CORONADO SR

PLEASE PRINT

EMPLOYEE SIGNATURE:  Electronic signature accepted

lot.

Break rooms:

- ✓ The refrigerators are for storage of your food.
- ✓ Do not put **open containers** in the fridge.
- ✓ Do not eat other people's food.
- ✓ Please clean tables after using.

Respect your coworkers and work areas.

Every area should be left the way you would like to find it!



BEHAVIOR AND STANDARDS OF CONDUCT

ESSG and Reichel Foods, Inc. conducts its business ethically. We will not willfully subscribe to illegal transactions with our customers, suppliers or our employees. Similarly, we believe those who find employment with us would subscribe to those same values – namely, that we treat each other with mutual respect, honesty and trust.



GENERAL BEHAVIOR

All Employees are asked to behave in a manner that fosters the feeling of quality and confidence on the part of our fellow employee, customers and the public.

There is a need in every business for a set of rules and regulations adequate to insure efficient production and to safeguard the jobs, health, safety and welfare of all persons working in the plant. The following rules, which we have adopted, are examples of normal common sense rules of conduct necessary to protect each of our jobs from the abuses of a few. Although not intended to be all-inclusive, this list will alert employees to specific violations that could result in disciplinary action, including termination of employment. They apply equally to all company employees.

1. Falsifying production or other records.
2. Excessive tardiness or absenteeism.
3. Failure to call the Absent and Tardy Phone Line prior to an absence or when one expects to be tardy.
4. Sleeping, resting or using cellular telephones or other personal electronic devices during work hours.
5. Reading unauthorized material while on duty.
6. Violation of established safety or hygiene rules.
7. Negligence, carelessness or inattentiveness when operating equipment or recording required operational data.
8. Failure to follow supervisor's instructions.
9. Leaving a workstation without being properly relieved or without permission.
10. Punching another employee's time card or signing in or out for another employee.
11. Holding the door open to allow others entry in the secured facilities. All employees must

- use their own badge to gain access to the facilities.
12. Taking excessive work breaks.
 13. Leaving the plant without permission or without punching out while on duty.
 14. Posting unauthorized material anywhere on Company property.
 15. Misuse of the pager system.
 16. Deliberately restricting production.
 17. Unauthorized use or theft of property belonging to the Company or anyone else on Company property (including attempted thefts).
 18. Unauthorized removal, possession, destruction or abuse of employee or Company property or equipment (this includes taking product, garbage, boxes, coolers, office supplies, etc.) is prohibited.
 19. Photographs, tape recording, video recording or any other recording during working time (i.e., non-break time) and in work areas without management approval is prohibited.
 20. Damaging or misusing the property of the Company or another employee
 21. Reporting for work in a condition unfit to perform duties.
 22. Drinking intoxicants while on duty.
 23. Fighting or attempting to injure another employee.
 24. Failure to carry out required job duties.
 25. Altering, defacing or removing governmental or Company notices and bulletins that are posted.
 26. Disorderly or immoral conduct on Company property.
 27. Illegal use of drugs or narcotics.
 28. Use of threatening, abusive, profane language or other provocation that might reasonably be expected to result in a violent or similar disturbance.
 29. Possession of weapons on Company property.
 30. Horseplay
 31. Sexual or other forms of prohibited harassment.
 32. Failure to meet established performance standards.
 33. Any other act which may jeopardize health, safety or well-being of other employees, or the Company, which is recognized by common understanding as being a subject of disciplinary action.
 34. Criticism of the Company, its personal or policies to current or prospective customers, other contractors, suppliers, or other employees.
 35. Providing false or inaccurate information to the Company, including, but not limited to, information on application forms, expense reports, leave requests, absence records or in response to requests for information.
 36. Making false, malicious or derogatory statements concerning clients, customers, and vendors of Reichel Foods Inc.
 37. Making false fire alarms, causing false fire alarms to be made or tampering with protection equipment.
 38. Opening, removing or tampering with locks or seals on Company property without proper authorization.
 39. Willful or negligent failure to report employee's communicable or infectious disease or illness, including, but not limited to, Salmonella, Hepatitis, Acquired Immune Deficiency Syndrome (AIDS), Tuberculosis, STD's and Airborne Influenza viruses.
 40. Failure to adhere to the Company's dress code at all times.

Please remember that these are only examples and it would be impractical for Reichel Foods,

Inc. to attempt to list every action that would result in discipline/termination. Violations of any of the Rules of Conduct may result in disciplinary action, up to and including termination upon the first offense, depending on the circumstances of the misconduct. There may be other circumstances such as lack of work, changes in business conditions, personality conflicts and other circumstances, which may result in the termination of employees based on Reichel Foods, Inc.'s determination of what is in its best interest. Just as you may terminate your employment at any time, with or without notice, and with or without cause, Reichel Foods, Inc. retains the same right. Further, Reichel Foods, Inc. continually updates and revises its policies and its disciplinary policies and procedures and are subject to change without notice.

ENFORCEMENT

Threats, threatening conduct, or any other acts of aggression or violence in the workplace are taken very seriously and will not be tolerated, and action will be taken as appropriate. In certain circumstances, such behavior may also be reported to the appropriate law enforcement authorities.

SEARCHES

If Company management reasonably suspects that an employee possesses a weapon or another prohibited or unlawful item, it may search the employee's property such as his or her vehicle, lunchbox, cooler, purse, and similar items as allowed by law.

PERSONNEL FILES

ESSG maintains personnel files related to all employees. An employee's personnel file contains information such as the employee's completed employment application, performance reviews, discipline, wage and salary history and other employment records that the Company deems important. Current employees may review their personnel file by making an appointment with Human Resources. Such review shall take place in Company offices, in the presence of Human Resources. Employees may not remove or change any information in the personnel file. ESSG will provide copies of documents within the personnel files to a current or former employee to the extent required by law.

CODE OF CONDUCT

ESSG and Reichel Foods, Inc. conducts its business ethically. We will not willfully subscribe to illegal transactions with our customers, suppliers or our employees. Similarly, we believe those who find employment with us would subscribe to those same values-namely, that we treat each other with mutual respect, honesty, and trust.

GOOD MANUFACTURING PRACTICES

It is the goal of Reichel Foods, Inc. to produce products that are wholesome, nutritious, pure and

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acceptance of the statements in the review.

CORRECTIVE ACTION

The purpose of any corrective action is to identify, correct and prevent recurrence of a performance problem or incident of misconduct and to plan for the employee's success in their position. Although employment with ESSG on assignment at Reichel Foods, Inc. is at-will, the Company may use the corrective action under this policy at its discretion. In addition, supervisors may provide coaching and counseling in the normal course of business. Formal corrective action may include any of the following steps: verbal warnings, written warning, final warning, suspension (with or without pay) or termination of employment. There are certain types of performance problems or misconduct that are serious enough to justify accelerating these corrective action steps, including immediate termination, without going through the progressive corrective actions process. Depending on the severity of the offense and the employee's performance and corrective action history, there may be circumstances in which one or more type of behavior that may be deemed a serious offense, employees can expect to be subject to corrective action, up to and including termination of employment, for violating any of the policies or general behavior set forth in this Handbook. In addition any behavior or act that would violate standards or common courtesy, decency, workplace conduct, or common sense, that is not specifically addressed in the Handbook, also may lead to corrective action, up to and including termination.

COMPLAINT PROCEDURE

From time to time a complaint may arise surrounding your assignment with Reichel Foods, Inc. which needs immediate attention. We recommend the following procedure be used:

1. Contact your immediate Supervisor. Your Supervisor may be the best person to help resolve your situation.
2. If you are not satisfied with your Supervisor's response, or if your complaint relates to your supervisor's conduct, you may contact Human Resources.

OPPORTUNITIES WITH REICHEL FOODS, INC.

Reichel Foods, Inc. encourages employees to reach their full potential and to progress within the company. ESSG Associates currently on assignment at **REICHEL FOODS, INC.** are eligible to apply for ***all posted job openings***.

VACATION

Regular full-time employees of ESSG working at Reichel Foods, Inc. are eligible to earn vacation hours upon date of hire. Hours are tiered according to how long an employee has been with ESSG. The following is the tier for vacation hours—

Year 1 – 40 hours maximum of VACATION earned at the rate of 0.0192 VACATION hour per hour worked)