



NORTH AMERICAN  
**LIGHTING**  
A **KOITO** Group Company

# Salary Team Member Handbook

North American Lighting, Inc.





***North American Lighting, Inc.***

***Salary Team Member Handbook***

## **Social Responsibility**

*North American Lighting is deeply committed to promoting and maintaining the very highest standards of ethical conduct, integrity and quality. We look forward to continuing to build strong relationships between our Team Members, communities and stakeholders that will support our growth as an organization.*

- Each Team Member has the ability to positively impact other Team Members, our business partners, customers, consumers and the communities we reside in.
- NAL supports equal employment opportunities, provides safe & fair working conditions, respect for human rights and promotes an ethical culture.
- We strive to minimize the environmental impact of our business operations while continuing to develop eco-friendly processes.
- NAL maintains a respect for all people by honoring culture, customs, history and laws for the communities and countries we work within.

The complete Social Responsibility Statement and Code of Conduct can be reviewed online at <https://www.nal.com/social-responsibility/>.

**Locations:**

**Corporate Headquarters**

2275 S. Main St.  
Paris, IL 61944  
217-465-6600

**Paris Plant**

2277 S. Main St.  
Paris, IL 61944  
217-465-7800

**Flora Plant**

20 Industrial Park  
Flora, IL 62839  
618-662-4483

**Illinois Equipment Plant**

27 Briscoe Dr.  
Flora, IL 62839  
618-662-4483

**Indiana Tool Plant**

11833 Industrial Park Dr.  
Elberfeld, IN 47613  
812-983-2663

**Salem Plant**

1875 W. Main St.  
Salem, IL 62881  
618-548-6249

**Alabama Plant**

100 Counts Dr.  
Muscle Shoals, AL 35661  
256-314-4200

**Technical Center**

36600 Corporate Dr.  
Farmington Hills, MI 48331  
248-553-6408

**Silicon Valley Lab**

181 Metro Drive, Suite #580  
San Jose, CA 95110  
408-819-5017

**Mattoon Plant**

3501 Justrite Dr.  
Mattoon, IL 61938  
217-465-6600

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## **SECTION 1 – INTRODUCTION**

### **Welcome**

Welcome to North American Lighting! We are honored that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further NAL's goals. It is our goal to help our Team Members have the best possible overall employment experience.

You are joining an organization that has a reputation for outstanding industry leadership, innovation, and expertise. Our Team Members use their creativity and talent to invent new solutions, meet new demands, and offer the most advanced products. With your active involvement, creativity, and support, North American Lighting will continue to succeed. We sincerely hope you will take pride in being an important part of NAL's market-leading team.

Kirk Gadberry  
President & COO

### **Introduction**

This North American Lighting, Inc, (referred to as "NAL") Salary Team Member Handbook (the "Handbook") establishes policies, procedures, and benefits, that will be followed by all NAL Team Members as a condition of their employment.

This Handbook is not a contract of employment nor is it intended to create contractual obligations for NAL of any kind.

The policies and procedures outlined in this Handbook will be applied at the discretion of NAL. NAL reserves the right to deviate from the policies, procedures, and benefits described in this Handbook as necessary, but will make every effort to be consistent.

Furthermore, NAL reserves the right to withdraw or change the policies, procedures, and benefits described in this Handbook at any time, for any reason, and without prior notice. NAL will make every effort to notify Team Members when an official change in policy or procedure has been made but Team Members are responsible for their own up-to-date knowledge about NAL policies, procedures, and benefits. The most current version of this handbook is available in digital format by visiting <http://internal-training.nal.com/> .

NAL strives to provide a Team Member friendly environment in which goal-oriented individuals thrive as they achieve ever more demanding challenges. The NAL commitment to serving customers and to providing quality products at competitive prices is unwavering.

These policies and procedures provide a work environment in which both customer interests and Team Member interests are served.

NAL values the talents and abilities of its Team Members and seeks to foster an open, cooperative, and dynamic environment in which Team Members and NAL alike can thrive. NAL provides an Open-Door

Policy in which Team Members are encouraged to take problems to the next level of management if they are unable to resolve a situation with their direct supervisor.

NAL is an equal opportunity employer. Race, color, ancestry, national origin, gender, sexual orientation, pregnancy, marital status, religion, age, disability, gender identity, results of genetic testing, or service in the military does not affect hiring, promotion, development opportunities, pay, or benefits. NAL provides for fair treatment of Team Members based on merit. NAL complies with all applicable federal, state, and local labor laws.

Please carefully review the policies, procedures, working conditions, and benefits described in this Handbook. Team Members will be asked to affirm that they have read, understand, agree to abide by, and acknowledge receipt of this Handbook. Team Members should ask for clarification on any section they do not understand.

## **Employment At-Will**

Employment with NAL is “at-will”. This means that either the Team Member or NAL may terminate the employment relationship at any time, for any reason, with or without cause.

Nothing in this Handbook is intended to create, express or imply an employment agreement. Nothing contained in this Handbook or any other document provided to the Team Member is intended to be, nor should it be, construed as a contract that employment or that any benefit will be continued for any period of time. In addition, no NAL representative is authorized to modify this policy for any Team Member or to enter into any agreement, oral or written, that changes the “at-will” relationship.

This Team Member Handbook contains important key guidelines, benefits, and expectations of NAL as well as other information. It has been designed as a reference to many aspects of employment at NAL. It is not a contract or legal document. This manual supersedes all previous manuals and memos that have been issued on guidelines covered in this manual.

The guidelines, procedures, and practices described in this Handbook are merely a summary, and if discrepancies exist between the Handbook and the actual policy, the actual policy will prevail.

This Handbook does not include detailed policies, procedures, and practices regarding every possible situation that Team Members may encounter at NAL. Accordingly, if Team Members have any questions on anything contained in this manual, they should contact their supervisor, manager or the Human Resources Department.

## **SECTION 2 – EMPLOYMENT GUIDELINES**

### **Equal Opportunity Employment**

NAL provides equal employment opportunities to all Team Members and applicants for employment without regard to race, color, ancestry, national origin, gender, sexual orientation, marital status, pregnancy, religion, age, disability, gender identity, results of genetic testing, or service in the military. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, reduction in workforce, recall, transfer, leave of absence, compensation, and training.

NAL expressly prohibits any form of unlawful Team Member harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other Team Members to perform their expected job duties is strictly forbidden.

Any Team Members with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Human Resources Manager. NAL will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If a Team Member feels he or she has been subjected to any such retaliation, he or she should bring it to the attention of the Human Resources Manager.

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. “Adverse conduct” includes but is not limited to:

- (1) shunning and avoiding an individual who reports harassment, discrimination or retaliation;
- (2) expressing or implying threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; or
- (3) denying employment benefits because an applicant or Team Member reported harassment, discrimination or retaliation or participated in the reporting and investigation process.

Anyone who feels that he or she has been discriminated against or harassed should report to his/her supervisor, a member of management or the Human Resources Department. **Team Members may also leave a message on NAL’s ethics hotline (the “Link Line”) at (217) 465-6666.** The Link Line allows Team Members to call and leave a message for the NAL President about any issue they wish to be reviewed. All messages left on the Link Line are reviewed on a regular basis. It is not required for the Team Member to leave their name or department; however, such information is often essential to conduct a fair and thorough investigation and response.

NAL will promptly investigate all charges of violation of this guideline. The confidentiality of persons reporting violations will be respected so far as practicable in conducting an investigation of such claims. There shall be no retaliation against persons filing such complaints.

### **Diversity**

**NAL is committed to creating and maintaining a workplace in which all Team Members have an opportunity to participate and contribute to the success of the business and are valued for their skills,**

**experience, and unique perspectives.** This commitment is an important principle of sound business management and is embodied in both NAL's policies and business practices.

## **Harassment-Free Workplace**

Sexual and other unlawful harassment is a violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as many state laws. Harassment based on a characteristic protected by law, such as race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law, is prohibited.

It is NAL's policy to provide a work environment free of sexual and other harassment. To that end, harassment of NAL's Team Members by management, supervisors, coworkers, or non-Team Members who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. NAL will take all steps necessary to prevent and eliminate unlawful harassment.

**Definition of Unlawful Harassment:** "Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets, slurs, jokes, pranks, innuendo, comments, written or graphic material, stereotyping, or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law.

**Definition of Sexual Harassment:** While all forms of harassment are prohibited, special attention should be paid to sexual harassment. "Sexual harassment" is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to Team Members may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;

- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.

All Team Members should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of sexual harassment complaint is unlawful and will not be tolerated at NAL.

**Complaint Procedure:** Any Team Member who believes he or she has been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is requested and encouraged to make a complaint. Team Members may complain directly to their immediate supervisor or department manager, the Human Resources Manager, or any other member of management with whom they feel comfortable bringing such a complaint. Similarly, if Team Members observe acts of discrimination toward or harassment of another Team Member, they are requested and encouraged to report this to one of the individuals listed above.

No reprisal, retaliation, or other adverse action will be taken against a Team Member for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above. In the event that Team Members are not comfortable bringing the complaint to the persons identified above they are welcome to call and leave a message on the **Link Line at (217) 465-6666**. It is not required for the Team Member to leave their name or department; however, such information is often essential to conduct a fair and thorough investigation and response.

All complaints will be investigated promptly and, to the extent possible, with regard for confidentiality. If the investigation confirms conduct contrary to this policy has occurred, NAL will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

## **Americans with Disabilities Act**

It is the guideline of NAL to comply with the Americans with Disabilities Act and The ADA Amendments Act of 2008 (collectively the "ADA"). NAL maintains a comprehensive ADA – Americans with Disabilities Policy (PER-003). NAL will make sure that all individuals with disabilities:

- Have an equal opportunity to apply for jobs and to work in jobs for which they are qualified;
- Have an equal opportunity to be promoted once they are working;
- Have equal access to benefits and privileges of employment that are offered to other Team Members; and
- Are not harassed because of their disability.

NAL shall not conduct a medical examination or make inquiries of a job applicant as to whether such applicant is an individual with a disability or as to the nature or severity of such disability. Applicants

may be asked about their ability to perform specific job-related functions. Once a person with a disability has started working, actual job performance, and not the Team Member's disability, will be used as an indicator of the Team Member's ability to do the job.

Any medical information about applicants or Team Members will be kept confidential. Information can be confidential even if it contains no medical diagnosis or treatment course and even if it is not generated by a health care professional.

NAL will provide reasonable accommodations if a person with a disability requires it in order to apply for a job, perform a job, or enjoy benefits equal to those NAL offers to other Team Members. NAL will not provide an accommodation that poses an undue hardship to NAL.

Once an accommodation is requested, NAL will discuss the Team Member's needs and identify the appropriate reasonable accommodation. NAL may ask for documentation as to why the requested accommodation is needed.

NAL will ask questions related to disability and may require a medical examination of a Team Member whose medical condition appears to be causing performance or safety problems.

All Team Members of NAL that qualify for ADA accommodations shall receive a copy of the ADA – Americans with Disabilities Policy (PER-003). If a Team Member believes they qualify and/or if they would like to receive a copy of the complete policy, they should ask their Human Resources Manager.

## **Confidentiality**

Due to the nature of NAL's work, Team Members have access to confidential information of significant value, which belongs to NAL, its shareholder companies and customers. Such confidential information may take many forms including trade secrets, proprietary information about products and processes, designs, drawings, test data, marketing data, accounting data, pricing or salary information, business plans and strategies, information about negotiations and contracts, inventions, discoveries, customer lists, names of contacts at customer's firms or at suppliers, proprietary software, and the financial affairs of NAL. Not all confidential information is identified as such in writing.

NAL owns and controls all proprietary technology. In addition, NAL owns and controls all financial, operating, and training ideas, processes, and materials, including works of expression and all copyrights of such works, that are developed, written, or conceived by Team Members during the course of employment to the extent they relate to NAL's current or potential business.

All copyrightable materials generated or developed by Team Members during the course of their employment for NAL are considered works made for hire under the copyright laws of the United States, and upon creation, they shall be owned exclusively by NAL.

Team Members have a responsibility to protect confidential information. Continued employment with NAL is contingent upon compliance with this policy.

Team Members may not take NAL documents (with the exception of sales or promotional literature) from their work site without permission from senior management. "Documents" refers to any NAL information in any form, whether printed on paper or kept on electronic media, including diskettes,

tapes, etc. Team Members may not maintain NAL information or documents in any form outside of their work site without the written permission of senior management. In the event of a breach or threatened breach by a Team Member of the provisions of this section, NAL shall be entitled to pursue all legal remedies available.

## **Immigration Law Compliance**

NAL is compliant with the Immigration Reform and Control Act of 1986 and is committed to employing only people who are United States citizens, or who are aliens legally authorized to work in the United States. NAL does not discriminate because of a person's citizenship or national origin. Every new Team Member is required to complete the Employment Eligibility Verification Form I-9 and provide documents that prove identity and employment eligibility through the E-Verify System.

NAL Sponsorship of Visas: Visas allow persons from other countries to enter the United States for a variety of reasons, including employment in the United States. The United States Customs and Immigration Services (USCIS) is the governmental body that oversees the issuing and enforcement of visas.

Where it is prudent to do so, NAL may sponsor a noncitizen by petitioning the USCIS for a visa that will permit the noncitizen to work for NAL.

In accordance with the USCIS requirements, NAL's sponsorship will include NAL paying the USCIS processing fee on the condition that if the noncitizen is granted an appropriate visa, the noncitizen agrees to remain employed with NAL for the term of the visa, usually three (3) years. Payment for the noncitizen's legal or representative fees and any other cost associated with the USCIS visa petition shall be the responsibility of the noncitizen.

Further, the noncitizen must agree to reimburse NAL, on a prorated basis, for the USCIS processing fee paid by NAL on behalf of the noncitizen if the noncitizen voluntarily quits or is terminated for cause during the term of the visa. This agreement is documented in the "Agreement to Reimburse Company Paid USCIS Processing Fees", which the noncitizen will be required to sign prior to NAL paying the USCIS processing fee. If the USCIS does not approve the visa petition, then the noncitizen is not responsible to reimburse NAL. NAL maintains a separate Immigration Policy (PER-089) that details all expectations and requirements for NAL immigration sponsorship.

## **Hours of Work**

**WORK SCHEDULE** - NAL must set its operating schedule to meet customer demands. As a result, different departments and job classifications have varying schedules and procedures. If Team Members have any questions regarding their work schedule, they are encouraged to ask their supervisor.

Please understand that each schedule may vary due to the demands of NAL's business. Any change in a Team Member's schedule must be approved by their supervisor or manager in advance.

## **Inclement Weather**

At times, severe weather can disrupt NAL operations. Except in the most severe circumstances, the plant will be open for business. Should NAL ever close, announcements will be made on Facebook and other social media outlets as well as the NAL Weather Hotline as outlined below.



The NAL Weather Hotline has an extension to call and find out the direction for their facility during weather or other emergency events. Please see below the information for all locations.

The Weather Hotline number is (217) 465-6699. Each location has an extension as follows:

Paris Corporate	Ext (1)	Alabama Plant	Ext (5)
Paris Plant	Ext (2)	Farmington Hills Office	Ext (6)
Flora Plant and IEP	Ext (3)	Elberfeld Plant	Ext (7)
Salem Plant	Ext (4)		

Absences due to Inclement Weather will be reviewed on a case by case basis. Determinations on excused tardiness or absenteeism will be made in a timely manner and will be based on road and weather conditions at the place of business as well as conditions in the area where Team Members live. Extenuating circumstances will be taken into consideration on an individual basis.

## **Reduction in the Workforce/Layoff**

In the event that a reduction in the workforce becomes necessary, North American Lighting, Inc. (“NAL”) will determine the Team Members to be impacted in accordance with the following procedures.

Reductions will be determined by evaluating these factors in the following order:

1. Temporary and Part-Time position classification
2. Active Corrective Actions
3. Performance
4. Attendance
5. Skill
6. Length of Service

**Temporary/Part-Time Positions** – Team Members in temporary or part-time positions will be affected in the following order in the event of a reduction in the workforce:

- All temporary Team Members placed by a temporary agency; then
- Directly hired NAL temporary Team Members; then
- Directly hired NAL part-time Team Members will be laid off prior to regular full-time Team Members in that classification.

**Corrective actions, poor performance, and/or poor attendance**– Team Members with active corrective actions, poor performance and/or poor attendance will be evaluated for layoff prior to evaluating the Team Members skill and/or length of service. Active corrective actions, poor performance, and/or poor attendance will be ranked from most severe to least severe. Below are the minimum criteria that apply when evaluating these factors:

- Active Corrective Action – corrective actions in the last 6 or 12 months
- Poor Performance – Performance rating of 3.0 or less
- Poor Attendance – corrective actions in the last 6 or 12 months

**Skill** – Team Members who are trained and Team Members who have a technical skillset and education to perform a job will be evaluated for a reduction in force based on the needs of NAL and the production schedule. In all instances, the Team Member must have the skill and ability to perform the job.

**Length of Service** – The length of service with NAL and each Team Member’s service shall be recognized in accordance with this section provided that a Team Member’s service has not been broken by a voluntary termination or discharge.

Reductions will be determined by active corrective actions, performance, attendance, skill, and length of service. In all cases, the Team Member must have the skill and ability to perform the job.

### **Lack of Work(LOW)/Layoff**

A temporary lay-off may occur by department or job and will be considered Lack of Work (LOW). Team Members may be placed in other positions /department as needs dictate during LOW situations. LOW may extend up to 30 calendar days.

When a LOW situation occurs, Team Members will be given as much prior notice as possible regarding the effective dates and duration. During this time, NAL will continue to pay its portion of health and life insurance, and the Team Member will be required to pay their portion of the cost of the coverage in the same amount as if they were an active Team Member.

In most cases, if LOW extends beyond 30 calendar days, Team Members will be placed in a Layoff status and considered inactive. A Layoff may extend up to 90 calendar days.

Team Members in LOW or Laid Off are responsible to update any change in their address or phone number during this period. Failure to do so may result in a forfeiture of his/her rights to subsequent recall and the Team Member will be considered to have resigned their position if they cannot be contacted.

No vacation or other paid absence time will be accrued during LOW or Layoff . However; Team Members recalled will be credited with their length of service, vacation accrual, and other paid leave accumulated up to that point.

When Team Members are laid off, benefits continue to the end of the month in which the layoff occurs. During this time, NAL will continue to pay its portion of health and life insurance, and the Team Member will be required to pay their portion of the cost of the coverage in the same amount as if they were an active employee.

Once the coverage period described above expires, the Team Member will be offered the opportunity to continue their health and life insurance at their own cost. They will be notified of their COBRA rights, in accordance with federal regulations, for their health insurance coverage. They will also be offered the continuation of their life insurance coverage in accordance with the current life insurance contract in effect on the date of their official layoff.

During LOW, Team Members will be permitted to volunteer. Approval of a voluntary LOW is at NAL's discretion. Team Members who are approved for voluntary LOW will be recalled under the normal procedure outlined in this policy. This opportunity may also apply to Layoffs if necessary.

### **Recall from Lack of Work (LOW)/Layoff**

Team Members will be recalled based on active corrective actions, performance, attendance, skill level and length of service, in all cases, the Team Member must have the skill and ability to perform the job.

If a Team Member is recalled from a LOW or Lay Off and refuses the recall, fails to respond to the recall notification, or fails to report back to work when scheduled, the Team Member will forfeit all of his/her seniority and rights to subsequent recall and will be presumed to have voluntarily resigned.

If a Team Member has been laid off for a period of 90 calendar days, he/she will be removed from the recall list and their employment will be terminated.

**EXCEPTIONS:** Exceptions to this policy must be approved by the President/COO or the GM of Human Resources.

All reductions of the workforce will be conducted in accordance with NAL policy in effect at the time. Refer to NAL's Reduction in Workforce Policy (PER-021).

### **Solicitations & Distribution of Literature**

Selling of goods and services, collecting money for charities, etc., is prohibited in all work areas. NAL has a no-approach, no-solicitation policy. Team Members are free to place a collection container in a non-work area where Team Members may voluntarily donate without outside influence or pressure.

### **Bulletin Boards**

Any items posted on any NAL bulletin boards must first be approved and initialed by the respective HR Department.

### **Initial Evaluation Period**

The first 90 days of employment for all Team Members of NAL is an initial evaluation period. This is a period designed to determine whether the Team Member is suited for the job and capable of performing the essential job functions. Team Member commitment to learning the essential functions of their job as well as their dependability to abide by attendance guidelines is crucial during this time frame.

Employment both during and after the initial evaluation period is "at-will". Employment "at-will" means that either the Team Member or NAL may terminate employment at any time for any reason, with or without cause or notice.

Evaluations will occur at six (6) months of employment then annually thereafter. Team Members should also review all benefits information available in the Human Resources Department regarding their eligibility for NAL's outstanding benefits package.

## **EMPLOYMENT & ADVANCEMENT**

### **Nepotism**

Nepotism is defined as favoritism granted to relatives or close friends, usually in the form of hiring practices, and employment activities. NAL will not discriminate in its hiring practices on the basis that a person is a relative or close friend to a current Team Member. NAL will abide by the following guidelines:

1. The hiring process is open and equitable, and candidates are selected in accordance with NAL's employment related policies.
2. NAL accepts applications from and will consider a member of a Team Member's immediate family for employment if the candidate has all the requisite qualifications.
3. An immediate family member may not be considered for employment if by doing so, it might create a direct managerial/subordinate relationship with a family member, or if his/her employment could create a conflict of interest.
4. In cases of transfers or promotions, NAL will consider suitable alternatives to avoid any direct managerial/subordinate relationships.
5. Two or more immediate family members may not report to the same supervisor.
6. All members of management should exclude themselves from any selection process where their relative or close friend is a candidate.
7. Relatives will not be employed in positions where a real or perceived conflict of interest may exist. If a real or perceived conflict of interest arises due to marriage, cohabitation, or if two or more related Team Members work in a situation where there is a real or perceived conflict of interest:
  - The Team Members will notify their manager/supervisor and Human Resources;
  - The manager/supervisor and Human Resources will work together to assess the situation and determine whether there is a real or perceived conflict of interest. If there is a real or perceived conflict of interest, the General Manager will be informed; and
  - The General Manager, in consultation with Human Resources and the manager/supervisor, will make reasonable efforts to review suitable options within NAL for one of the related Team Members.
8. NAL reserves the right not to discuss performance or personal information with relatives; however, we may seek permission in certain circumstances should the situation warrant further discussion or is a matter of health or safety.
9. If two related Team Members or two Team Members in a relationship are working in a real or perceived conflict of interest and fail to notify their manager/supervisor or Human Resources, they may be subject to corrective action. If a manager/supervisor has knowledge of a relationship

between two Team Members where a real or perceived conflict of interest exists, the manager/supervisor will notify their local Human Resources Department. If the manager/supervisor fails to notify Human Resources, the manager/supervisor may face corrective action.

10. Potential conflicts of interest may include certain positions such as upper management, human resources, payroll or information technology. These positions are involved with decisions or have access to sensitive information that would impact relatives within their departments or facilities. However, this clause does not necessarily exclude a relative to any of these positions from working in another department or facility. These cases will be reviewed and determined by either the President/COO or the Compliance Committee.
11. This policy will not apply to interns or other temporary Team Members unless extenuating circumstances warrant the HR Department to review the situation.

This policy is not intended to cover every given situation that may arise. If a current or potential conflict of interest arises that is not covered by this policy, the President/COO or the Compliance Committee will review the situation and determine the appropriate course of action.

#### Definitions:

1. Nepotism - Favoritism granted to relatives or close friends, usually in the form of hiring practices, and employment activities.
2. Conflict of Interest - A conflict of interest exists when a Team Member is able to gain a special advantage due to a unique relationship with another Team Member, or conversely, where NAL is at risk as a result of the fact that two or more Team Members are relatives or close friends.
3. Family Member - For the purposes of this policy, immediate family members shall be defined as: Spouse, Brother, Sister, Parent, Child, Grandparent, Grandchild, Step-Parent, Step-Brother, Step-Sister, Step-Child, Half-Brother, Half-sister, or any In Laws.

Please refer to NAL's Nepotism Policy (PER -061) for further guidance.

## Promotions

NAL's policy is to fill vacancies whenever possible through promotions from within the organization. NAL considers length of service, ability, education, experience and other qualifications necessary for the position.

## Job Postings

Open salaried positions (both exempt and non-exempt) through grade level 13 are required to be posted unless they are filled through a promotion within the department. If an open position is not filled within the department, it will be posted for three (3) days. Open salaried exempt positions, including supervisors, engineers, and professionals, will be distributed through NAL's e-mail system. Team Members wishing to be considered for these positions will be required to apply in Success Factors, NAL's recruiting system of record. Clerical level positions will use the job bid matrix system to determine eligibility (testing requirements, etc.). The matrix system will not be used for any

other entry-level salaried positions. The emphasis will be placed on leadership skills, attitude, experience, education, and specialized training relative to the position requirements. In instances where it is necessary, the candidates meeting the preferred requirements may be the only ones to be interviewed.

Please refer to NAL's Employment Policy (PER -072) for further guidance.

*NAL reserves the right to suspend the recruiting process at any time, and promote, advertise, hire, transfer or otherwise fill positions when business conditions deem it necessary.*

## **Team Member Referral Program**

NAL believes that an effective way to promote its brand and expand its workforce is to maintain a policy of compensating Team Members for the successful referral and hire of a professional or uniquely skilled candidate to NAL. Please contact the Human Resources Department to obtain additional information about this program.

## **Performance Reviews**

NAL will perform periodic performance reviews for its Team Members based on the Team Member's essential job functions and ability to work with others in a team environment. Reviews will occur at six (6) months of employment or six (6) months after starting a new position, then annually thereafter. Reviews will be performed in a fair, objective, and non-discriminatory manner.

Performance reviews will be used to recognize the Team Member for his/her accomplishments. Performance reviews will also be helpful in determining areas in which the Team Member needs to improve. Supervisors and Team Members may also use this opportunity to set goals for the future.

## **Educational Assistance**

Team Members who desire to further their education to enhance their present position or for promotional opportunities at NAL, may be eligible for assistance with the costs of tuition, books, and direct educational fees. Several criteria must be met to qualify for educational assistance including but not limited to budgetary constraints. Please contact the Training or Human Resources Department for complete details, to answer questions regarding this program, or to request a copy of the Team Member Education Assistance Program (PER-010). Educational Assistance will only apply to courses directly related to advancement or increased knowledge in the departments or areas of expertise supported by NAL. If Team Members need further clarification, they should contact the Training or Human Resources Department.

An **Educational Assistance** form must be completed at least 30 days prior to class enrollment to be considered for approval.

## **Safety**

**ALL SALARY TEAM MEMBERS SHOULD HAVE A PERSONAL SAFETY COMMITMENT.** This Commitment should be shared at all team meetings and prominently displayed on Team Member's email signature. NAL is committed to maintain a safe work environment, which complies with NAL, federal, and state safety requirements.

Each Team Member is expected to obey all safety rules and to exercise caution and common sense in all work activities. Team Members are expected to notify their supervisors immediately of any unsafe situation or equipment. No Team Member will knowingly be asked to work in unsafe conditions.

If Team Members violate NAL's safety guidelines or procedures, it may be cause for corrective action, up to and including termination.

**SAFETY GLASSES** – Safety glasses are mandatory in all manufacturing and warehouse areas. All Team Members will be issued ANSI Z87 approved RX safety glasses by NAL. Those wearing prescription eyewear are required to wear ANSI Z87 approved safety glasses with permanently attached side-shields **or** wear ANSI Z87 over the glass safety glasses over their prescription glasses. NAL will provide an assistance of \$60 on prescription eyewear once every two (2) years. NAL will pay the first \$60 and the Team Member shall pay the balance. NAL Team Members who have not completed their initial evaluation period shall be responsible for the entire cost of their prescription safety glasses. Upon completion of the initial evaluation period, the Team Member may ask for reimbursement of the \$60. Team Members who lose non-prescription safety glasses issued by NAL may obtain replacements through the Human Resource Department at an amount equal to NAL's cost for the same.

**SAFETY RULES** – The following rules have been established in order to maintain a safe work environment. Violation of safety rules can result in serious injury or death. If these rules are broken, severe disciplinary action up to and including termination of employment will be taken. Team Members involved in accidents, incidents and near misses, may be drug tested at NAL's discretion. These safety rules are not all inclusive and other specific safety rules may apply.

1. Never attempt to repair a machine unless specifically authorized to do so. Authorized personnel have been trained in lock out procedures. Never attempt to operate a machine that has been Locked Out.
2. Do not remove guarding or operate equipment which guarding has been removed.
3. Never bypass, disable or modify safety switches or safety features.
4. Everyone must follow the guidelines and protocols related to preventing infectious diseases/illnesses, such as those found in the NAL COVID-19 Playbook.
5. Do not engage in horseplay or jokes that could cause harm to others.
6. Use safety equipment properly and complete all required training or certification.
7. Personal protective equipment must be worn at all times where required.
8. Hair that hangs below the shoulder should be pulled back & secured to ensure it cannot get caught in equipment or other objects. Beards should also be kept trim and not long enough to be caught up in equipment. This applies to everyone entering the plant.
9. Do not smoke or strike a flame except in designated outside areas.
10. Report all injuries, near misses, accidents and damage to NAL property to supervisors immediately.
11. Do not engage in, encourage, or instigate horseplay in or around NAL property.
12. Never operate machines or equipment without proper authorization and training.
13. Do not operate forklifts or any powered industrial vehicle unless trained and authorized to do so.
14. Drive carefully in NAL driveways and parking lots. Observe one-way arrows and speed limit signs. Park only in designated spots.
15. Keep workstations free from hazards that may cause someone to slip, trip, or otherwise injure him or herself.

16. The use of cell phones in production areas is prohibited unless authorized by a manager or above.
17. Immediately report to supervisors or human resources any medical conditions or prescription medications that may impair a Team Member's performance or cause further injury to the Team Member or others.
18. Report any unsafe acts or conditions to supervisors as soon as possible.
19. Food and drink are permitted only in designated break areas.
20. Guns, knives, and other weapons are prohibited on NAL property.
21. Hot Work Permits must be utilized whenever performing welding or torch-cutting operations in plant, excluding designated hot work areas in Maintenance or Tool & Die areas.
22. Construction or Installation of New Equipment: Whenever the plant is under construction or new equipment is being placed in the plant, the area involved must be properly secured with safety tape or some type of protective barrier.

**SAFETY DATA SHEETS** - SDS are stored on the NAL intra-net (NAL Operational Procedures). They contain key information on chemicals used by NAL. If Team Members wish to review an SDS, they can be found by accessing NAL Operational Procedures from any NAL computer, however Team Members are encouraged to ask their supervisor for assistance.

## **Active Shooter**

In the current social climate, all Team Members at NAL must be vigilant at work and be prepared for an active shooter situation. Please review the following guidelines carefully. The first thing everyone needs to know when it comes to an active shooter is the acronym **A.D.D.** or Avoid, Deny, Defend.

**Avoid** – Avoid or in other words get away from the threat. When possible, Team Members should quickly and safely move as far away from the threat as they can. If in a building, get out of it. If Team Members can safely get to their vehicle, leave the area. If they can't get to a vehicle, they should leave the area on foot. Again, the goal is to leave the area of danger.

**Deny** – Deny the attacker the ability to do harm. If Team Members cannot Avoid, the next step is to Deny. If they are in a room and the threat is in the hall, they should barricade the door(s) denying the threat access.

**Defend** – If Team Members are unable to Avoid or Deny the threat, they will need to Defend themselves. Team Members should remember, if this person is threatening a life, they are justified to protect themselves. When the situation turns into one where Team Members need to defend themselves, they need to be prepared to be aggressive and use a high level of violence. Team Members may utilize whatever is readily available as an improvised weapon and work as a team if possible. The active shooter's goal is to cause harm, do not wait for the shooter to attain their goal. Be aggressive!

### **Additional Information:**

- In the event there is an active shooter situation at NAL, an announcement will be made over the intercom that there is an active shooter in the building. From that notification, Team Members will then need to follow the A.D.D protocol outlined above.



- Once they have Avoided the threat or have Denied the threat by barricading in a room, Team Members should call 911. Phone lines are likely to be full, but it is important to keep trying to get through.
- Once Team Members have left the building, do not gather like a fire drill, disperse and leave the property.
- Once police are onsite, they will be entering the building immediately. If Team Members encounter a police officer, remember they are looking for the threat, Team Members should not have anything that could be considered a weapon in their hands. The police officers are likely going to want to see hands with palms facing them. It is important to follow the officer's directions.

## **Workers' Compensation**

NAL complies with all state and federal laws pertaining to worker's occupational safety and any occupational injuries or illnesses arising during the course of employment. The Workers' Compensation program covers job-related injuries or illnesses that require medical, surgical, or hospital treatment.

Any work-related injury or illness should be reported to supervisors, no matter how slight or inconsequential that it may seem. Team Members must make every effort to report the incident at the time the injury or illness occurred, but no later than 24 hours from the time of injury.

All Team Members with a work-related injury/illness, or incident resulting in damage to NAL property, or resulting in injury to fellow co-workers from his/her unsafe act, or where outside medical attention is necessary, may be required to take a drug screen test.

NAL maintains a separate policy for Worker's Compensation Claims (PER-048). If Team Members have questions regarding their Workers' Compensation claim, they should contact the Human Resources Department.

## **Security**

**IDENTIFICATION BADGES** - I.D. badges must be worn at all times in a visible position, facing forward so that the picture can be identified. Only NAL issued/approved material is to be placed on I.D. badges. No personal property (pins, stickers, etc.) is to be placed on a Team Member badge. Making or possession of a duplicate badge or swiping someone else's badge will be grounds for termination. Lost badges may be replaced for \$10.00 from the Human Resource Department. If Team Members see someone in the building without an I.D. badge, they should report it to their supervisor.

**INSPECTIONS OF PROPERTY** - It is NAL's guideline to have a workplace that is free from alcohol, drugs, weapons, explosives, and firearms. In order to maintain a safe workplace, it may be necessary for lockers, desks, computers, or cabinets to be searched on occasion. These are the property of NAL and, as such, NAL reserves the right to search them with or without advance notice. Team Members should have no expectation of privacy.

Furthermore, NAL reserves the right, subject to applicable law, to search any briefcases, backpacks, purses, satchels, or similar items when Team Members enter or exit NAL facilities.

**MONITORING IN THE WORKPLACE** - Team Members should not have the expectation of privacy in anything that they create, store, send, or receive on the computer system, telephone system, or other communication devices. These systems should only be used for business purposes.

NAL may monitor any aspect of communications for training purposes, to ensure that contacts with customers and potential customers are professional and respectful, and that Team Members are not using NAL's computers or telephones inappropriately.

NAL may also perform video surveillance, as it deems necessary for production purposes, safety, to prevent theft, harassment, and other inappropriate behavior in the workplace.

Any evidence of illicit acts on the part of Team Members may be reported to the appropriate authorities and Team Members may be subject to discipline up to and including termination for the violation of NAL guidelines as evidenced by monitoring of Team Member communication and work areas.

## **6S Program**

6S is the foundation of NAL philosophy. By understanding the concept and abiding by its rules, NAL is confident in an efficient, safe, and aesthetically pleasing workplace.

1. **Sort:** Sort out necessary and unnecessary articles. Dispose of unnecessary articles. (Clearance)
2. **Set in Order:** Store parts and equipment in the proper places for easy retrieval when needed. There is a place for everything, and everything must be in its place. (Arrangement)
3. **Shine:** Clean workplace regularly as prescribed. (Cleaning)
4. **Sustain:** Maintain cleanliness in the workplace. (Consistent Use)
5. **Standardize:** Train and educate the workers to follow production, quality standards, and established procedures. (Work Instructions)
6. **Safety:** Establish a safe work environment.

**Make each 6S rule a habit for all NAL Team Members.**

## **Health-Related Issues**

**FIRST AID** - In the event of a life-threatening accident or condition, immediately dial 911. **Do not assume that someone else has already called 911.** If Team Members are not personally aware of the call being made, they should call 911. It is better for there to be multiple 911 calls for the same incident than no 911 call at all.

Notify managers or supervisors immediately in the case of any other accident or illness, even if it seems to be minor.

To promote the safety and well-being of its Team Members, NAL has purchased Automated External Defibrillators (AEDs). AEDs are only to be used in the event of cardiac arrest. They are potentially

lifesaving but also potentially dangerous if used improperly. NAL has provided training to designated Team Members in the proper use and operation of the AED. In the event of an emergency, a trained Team Member should operate the AED if a trained Team Member is available.

**SERIOUS ILLNESSES OR INJURIES** - Many Team Members who become seriously ill or injured wish to continue working in some capacity regardless of their illness or injury. It is the guideline of NAL to make every effort to accommodate its Team Members with serious illness or injuries within reason. There will be times when Team Members face extremely serious conditions (for example, cancer). As with other disabilities, NAL will offer reasonable accommodations to let Team Members perform the essential functions of their position as long as it does not cause undue hardship to NAL.

NAL also prohibits discrimination or harassment against individuals with a serious illness or injury. Team Members are prohibited from any actions or behavior intended to draw attention to, harass, or discriminate against an individual with a serious illness or injury.

**Team Members do not have to discuss their serious illness or injury with anyone unless they choose to do so.** However, if Team Members are requesting an accommodation due to health restrictions, they must discuss their limitations with their supervisor. Team Member's specific health condition may still be held in confidence. If they decide to inform the Human Resources Department about their situation, any information that Team Members disclose will be held in the greatest confidence. All Team Members are prohibited from disclosing the personal health information of another Team Member. Any medical information that NAL receives will be kept confidential.

Please contact the Human Resources Department with any questions.

## **Changes to Personal Information**

NAL must have correct information about Team Members for its records. It is the Team Member's responsibility to keep NAL informed about changes to their personal information. Please keep NAL informed about changes to the following:

- Mailing Address
- Phone numbers
- Marital status
- Dependent information
- Emergency contacts
- Beneficiary

All Team Members' personal data should be correct at all times. Failure to keep NAL updated may result in delay in payments and/or benefits and employment information being transmitted to unauthorized individuals. To inform NAL of any changes, please contact the Human Resources Department.

## **Team Member Personal Property**

NAL provides Team Members with the tools, supplies, and equipment necessary to perform their jobs. NAL maintains the tools, supplies, and equipment that it provides to Team Members in a manner NAL believes will allow them to work efficiently and safely. If Team Members do not believe that they have the necessary tools, supplies, or equipment to perform their job safely and efficiently, they should

discuss their concerns with their supervisor. It is not acceptable for Team Members to bring their own tools, supplies, or equipment into the workplace without the approval of supervisors.

Although NAL provides some flexibility regarding the decoration of work areas, NAL asks that Team Members not bring valuable personal items to work.

If NAL provides a locker, Team Members should be sure that it is properly locked prior to beginning their shift. Please do not keep money or other valuable personal items in lockers. NAL is not responsible for personal property in lockers, as NAL cannot guarantee the security of personal items. Team Members should leave these items at home or locked in their vehicle.

NAL is not responsible for any lost, stolen, or damaged personal property. Team Member's personal property is not covered under NAL's business insurance guideline.

Additionally, Team Members may not bring any of the following items onto NAL premises.

- Intoxicating beverages or narcotics;
- Firearms or weapons of any kind;
- Sexually suggestive objects, pictures, cartoons, or posters; or
- Items that are demeaning or offensive on the basis of race, color, age, sex, gender, disability, religion, national origin, ethnic background or citizenship.

NAL reserves the right to prohibit other items that it believes may be disruptive to the workplace or constitute an unacceptable risk of loss or liability.

## **Company Property**

Throughout the course of employment at NAL, Team Members may be supplied with written materials, tools, keys, supplies, or equipment. These items are their responsibility while in their possession and should be returned promptly if requested.

**RETURN OF COMPANY PROPERTY** - It is Team Member's responsibility to return any NAL property to NAL upon the termination of employment. The cost of any items not returned will be deducted from the Team Member's final paycheck to the extent allowed by law.

## **Use of Personal Vehicles**

Team Members may use their personal vehicle for NAL business when no NAL fleet vehicle is available. They must have a current driver's license and vehicle liability insurance in at least the minimum amount required by state law. Team Members may not use personal vehicles on NAL business without his/her supervisor's permission. Mileage reimbursement is covered in the Travel section of this Handbook or Team Members can reference the Expense Report Policy (PER-013), for additional information.

## **Travel Card**

NAL may provide eligible Team Members with a credit card to cover travel expenses. Travel Cards benefits include:

- The ability for Team Members to make purchases directly with merchants;
- Allows for online approvals and diminished paperwork associated with expense reports; and
- NAL pays directly for Team Member purchases.

NAL maintains a separate Travel Card Policy (PER-087) with all the requirements and expectations for the use of a Travel Card. Team Members may review the policy and are required to complete training before being issued a Travel Card. All Travel Card Purchases should be used for goods and services within given guidelines stated in the Expense Reports Policy (PER-013). Travel Cards may be revoked at the sole discretion of NAL.

## **Rental Cars**

When Team Members travel on business, they may rent a car upon approval of their supervisor. If two (2) or more Team Members are traveling together, NAL will reimburse one (1) rental car per four (4) Team Members. Extenuating circumstances such as working different shifts may necessitate additional cars.

Team Members must contact NAL's travel coordinator at their location before using a rental car agency.

When renting a car, do not accept any additional insurance coverages, Team Members and the vehicle are already covered under NAL's insurance plan.

## **Conferences & Meetings**

Team Members may request time off and/or NAL financial support to attend conferences or meetings sponsored by institutions or professional organizations related to NAL business. The subject matter must relate directly to their position or provide helpful information to share with NAL. Team Members must obtain advance approval from their supervisors to participate in the conference or meeting.

## **Professional Memberships**

Team Members must obtain their supervisor's advanced approval to receive a NAL sponsored membership in a professional organization. NAL may pay for the membership or make reimbursement upon receipt of an expense report accompanied by proof of membership payment.

## **Travel**

All NAL related travel and meeting expenses must clearly serve its business needs. When traveling on business, Team Members must obtain approval in advance from their supervisor, complete a travel request form, and submit it to the travel coordinator at their location. Travel request forms must be filled out at least seven (7) days in advance of a planned trip when possible.

If Team Members are approved for business travel, they should review the following prior to travel. Team Members will be reimbursed in accordance with NAL's Expense Reports Policy (PER-013). They may request a copy of this policy from Human Resources. NAL will reimburse reasonable and necessary expenses incurred during approved travel or miscellaneous expenditures that arise. Expense reports must be completed on the proper forms, accurately accounted for on a timely basis and properly approved for auditing purposes. Improper completion or errors may delay receipt of reimbursement.

NAL reimburses lodging expenses at actual cost. Reimbursement for food and other incidental travel expenses are referred to as daily expenses. The full allowance for daily expenses on domestic trips is \$45.00 per day (\$8.00 - Breakfast, \$12.00 - Lunch, \$25.00 - Dinner). The per diem meal allowance may not be taken for meals that are provided by others, (i.e. Vendors, Customers, hotel (breakfast), other NAL personnel), or in combination with the use of actual individual meal receipts when meals exceed the per diem rates on a daily basis. NAL treats trips outside the United States individually.

Team Members will not be reimbursed for the purchase of personal goods. Such goods include but are not limited to souvenirs, personal hygiene items, luggage, film, and clothing. If personal items are lost during travel, seek replacement through the travel service provider, i.e. airlines, etc. and also notify the Human Resources Department.

Team Members will not be reimbursed for personal entertainment. Personal entertainment includes but is not limited to in-room movie rentals, sightseeing, professional sports games, etc. However, when Team Members travel outside of North America and must stay over a weekend, they may be reimbursed up to \$100 for weekend entertainment.

Within five (5) working days of the completion of travel, Team Members should submit an expense report with appropriate receipts to supervisors for approval. Reimbursement is typically completed within 15 working days.

If Team Members become ill or injured while traveling on NAL business, they should notify their supervisor or the Human Resources Department immediately.

## **Parking**

NAL provides parking facilities for its Team Members. These parking areas are not actively monitored.

Except for those parking spaces reserved for NAL executives, customers, visitors, disabled individuals, and Lucky Dog, there are no Team Member-assigned parking spaces at any NAL location. Lucky Dog spaces are reserved for the winning Team Member, are marked with a sign, and are reserved for such individuals 24 hours per day every day of that month. Team Members should park only in areas lined for parking. It is the Team Member's responsibility to ensure that their vehicle is locked and safely parked when using NAL parking facilities.

During shift changes, please do not wait in main aisles. Team Members should not park in spaces designated for visitors.

If Team Members ride a motorcycle, scooter, or bicycle to work, NAL may have a designated parking area to park these vehicles. Please check with supervisors or Human Resources.

Only Team Members who possess valid state-issued tags may park in designated handicapped parking areas. If Team Members do not have a state-issued tag or are using another individual's tag, they may be subject to towing and or civil fines and penalties. These rules apply 24 hours a day, seven (7) days a week.

When using a personal vehicle for NAL business, Team Members will be reimbursed at the rate set by NAL multiplied by the actual miles driven. This is the total compensation for the use of personal vehicles including gas, wear and tear, and insurance costs.

NAL is not responsible for any damage to personal vehicles while using NAL parking facilities or when personal vehicles are used for NAL business.

## Social Media

NAL understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, the use of social media also presents certain risks and carries certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

By identifying oneself as an employee of NAL on Social Media or a personal online website, a Team Member becomes, to some extent, a representative of NAL and everything that he or she posts has the potential to reflect on NAL and its image.

By identifying oneself as an employee of NAL on a Social Media profile, a Team Member becomes, to some extent, a representative of NAL and everything that he or she posts has the potential to reflect on NAL and its image.

The NAL Social Media Policy was created in order to protect NAL's reputation, facilitate compliance with applicable laws and regulations, and empower Team Members to be advocates of the company. Our goal is to provide Team Members with parameters to protect themselves and NAL when engaging on social media.

While much of what Team Members do on social media is considered entertainment in their free time, there are specific instances where Team Members need to avoid violating this policy where social media activity can have a negative impact on NAL. Those include:

### **1. Acting as a spokesperson:**

If you identify yourself as an NAL Team Member on your social media profile, please be clear that the views and opinions you have expressed on social media are your own. To avoid any confusion, Team Members could choose to only identify themselves as a NAL Team Member on professional networking sites (such as LinkedIn) and remove references to NAL from their personal sites (such as Facebook, Instagram, and Twitter). Team Members should not speak to the media on NAL's behalf without contacting the Corporate GM of HR. All media inquiries should be directed to the Corporate GM of HR. If you think an official NAL response may be required for something you see on social media, contact the Corporate GM of HR. Content that is shared through NAL's social media platforms has been reviewed by the appropriate internal parties and is appropriate for Team Members to share.

### **2. Violating confidentiality:**

Information published by Team Member on Social Media should comply with NAL's confidentiality and disclosure of proprietary data policies. You should never reveal non-public company information on social media. Treat all confidential information and trade secrets of NAL, its partners and suppliers, as strictly confidential. Confidential information can include, but is not limited to, information about trademarks, upcoming product releases, sales, finances, number of products sold, number of Team Members, strategy, processes, and any other information that has not been publicly released by NAL. It is important to recognize that just because we may be very familiar with a project or platform, doesn't mean that the information isn't highly confidential or protected by agreements with our business partners. If you want to share information about NAL or our projects be sure to have clearance from your supervisor or manager before sharing.

### **3. Unauthorized use of video and photography:**

Video or photography on the production floor may only be performed by authorized individuals due to the nature and presence of confidential property. When taking photos in NAL locations, even if photography is permitted in your workspace, it remains important to be careful not to disclose competitively significant or other confidential information. For example, if you are posting photos, ensure that images or words in the background do not unintentionally reveal NAL Confidential Information (for example, a team photo with a visible launch calendar in the background). Keep in mind that NAL's Corporate GM of HR and NAL's Compliance Committee are available to assist with any questions. If you are unsure whether the information in your post or picture violates this policy, err on the side of caution and ask the Corporate GM of HR or Compliance Team.

### **4. Creating unauthorized social media accounts and groups:**

You should not create social channels, communities, hubs or other social media groups that represent or are branded as NAL or any of its brands, products, or affiliates without approval from the Corporate GM of HR.

### **5. Harming the goodwill or reputation of NAL:**

Keep in mind that your posts can potentially tarnish reputations or infringe on the rights of someone else. Do not post information or rumors that you suspect or know to be false about NAL or any content that could tarnish the reputation or goodwill of the company.

### **6. Harassing/disrespectful conduct:**

Speak respectfully about NAL and its current, former and potential Team Members, customers, partners and competitors. Offensive or inappropriate remarks are as out-of-place online as they are offline. Some disrespectful conduct can easily crossover into actionable harassment. Use the same set of standards as you do in the physical workplace. A good litmus test before posting something or sharing social media content is to ask yourself, "would I say or send this directly to our COO?" If the answer is no, err on the side of caution.

**CORRECTIVE ACTION:** Team Members should recognize that they are legally liable for anything that they write or present online. Team Members can be disciplined for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, threatening, or that can create a hostile work environment. NAL will administer the Corrective Action Policy (PER-011) when Team Members violate this policy.

NAL reserves the right to ask a Team Member to remove a post or blog if it is deemed that it violates this policy. Refusal to remove a post may subject the Team Member to corrective action up to and including termination.

Team Members should be aware that even though some activities are away from work, employment rules regarding standard conduct including harassment and hostile work environment still apply and are subject to corrective action. NAL's policies prohibit retaliation against any Team Member for reporting a possible violation of this policy or for cooperating in an investigation. Any Team Member who retaliates against another for reporting a possible violation of this policy or for cooperating in an investigation will be subject to corrective action, up to and including termination.

If you are an NAL Team Member, member of a NAL subsidiary or NAL Representative (consultants, agents, sales representatives, independent contractors, and contract workers), it is your responsibility to



be familiar with this Policy in its entirety, as well as any regional addendums associated with your location.

**The absence of explicit reference to a specific Social Media or internet website does not limit the applicability of this policy.**

***Team Members who are uncertain about anything pertaining to this policy, should consult with the Human Resources Department.***

## **SECTION 3 – PERSONAL CONDUCT**

### **Standards of Ethics & Conduct**

**ETHICS** - NAL wants to achieve the highest levels of business and personal ethical standards. Additionally, NAL will comply with all laws and regulations that apply to its business.

Ethical business behavior is the responsibility of every Team Member. Failure to act in an ethical manner will be cause for corrective action, up to and including termination.

**CONDUCT** - The intent of desired behavior revolves around respect for the consumer, NAL, and fellow co-workers:

**Safety** - Safety is everyone's responsibility. Obey all safety rules. Team Members should not do anything to jeopardize their safety or the safety of others. Use safety equipment properly and report all injuries to supervisors as soon as possible. Make certain to understand emergency procedures in case of a fire or tornado.

**Honesty** - Be truthful. Please bring errors in work or conduct to supervisors so the situation can be remedied with minimal impact to the operation or Team Member's standing with NAL. Be completely factual when dealing with NAL records, timecards, and statements. Falsifying any report or information is cause for corrective action. In addition, providing false information during a formal investigation is grounds for termination.

**Respect** - Respect the people and property at NAL. Be considerate of coworker's feelings (see non-harassment statement) and belongings. Comply with 6'S standards and demonstrate care for NAL products, tools, equipment, and grounds. Help keep NAL facilities clean and safe. This makes a good impression on NAL customers and makes the environment a more pleasant place in which to work.

**Productive** – Team Members should apply themselves to their job. Be punctual in reporting for work and returning from breaks. Obtain the permission of supervisors, team leaders, or the general foreman before leaving a work area during scheduled working hours. Follow the supervisor's instructions and give the best effort to meet production needs. Make use of any "spare" time by cleaning workstations or asking supervisors for additional assignments.

No list of standards can be all-inclusive. Therefore, if Team Members have any questions about the ethics involved or conduct required in a particular situation, please contact the Human Resources Department.

### **Corrective Action**

Although employment with NAL is based on mutual consent, both the Team Member and NAL have the right to terminate employment at will, with or without cause or advance notice, NAL may use progressive corrective action at its discretion.

NAL encourages ongoing, open communication between supervisors and Team Members. When conduct violates NAL policies and procedures or when the quality and quantity of work performed does

not meet the standards of the job and/or contract requirements, documented corrective actions may be necessary to ensure that Team Members are aligned with the expectations of NAL in terms of performance, compliance, and appropriate behavior.

**PROGRESSIVE CORRECTIVE ACTION PROCESS** - The progressive corrective action process is designed to give the Team Member the opportunity to improve his/her performance and/or behavior through a series of increasingly formal steps. The steps in the process usually include: verbal coaching(s), written warning or letter of understanding, a Performance Improvement Plan, Final Written Warning, administrative leave or suspension and if necessary, termination. All of these steps may be bypassed depending on the unique circumstances of the issue, such as the completion of an introductory period of employment and/or the severity and nature of the offense. If the Team Member's performance does not improve after verbal coaching or warrants more severe measures, the supervisor will work with Human Resources to use increasing corrective actions as appropriate.

All performance documentation and coaching, including verbal coaching, will become a permanent part of the Team Member's personnel file and/or HR Data System. Active documentation within the last 12 months will be considered for performance related issues and/or for employment related decisions such as terminations, rehires, promotions, demotions, transfers, layoffs, reductions in the workforce, and training opportunities. Provided there have been no other performance or behavior issues within 12 months of issuance of the last corrective action. If a pattern of chronic behavior becomes apparent, prior documentation may be considered for further corrective action depending on the severity of the circumstances.

### **No Impact Coaching**

Verbal coaching occurs when a supervisor verbally counsels a Team Member about an issue of concern. The supervisor is expected to clearly describe expectations and steps the Team Member must take to improve his or her performance or resolve the problem. A written record of the discussion, noting the date, event and recommended action, is placed in the Team Member's personnel file and/or HR Data System for future reference. It is not necessary for the Team Member to sign verbal coaching documentation. Team Members who have a similar infraction within six (6) months of the documentation will be subject to further corrective action.

### **Written Warning or Letter of Understanding**

Written warning or a Letter of Understanding involves a more-formal documentation of the performance or behavior issues and consequences. This document carries more weight in decisions involving transfers and/or promotions than verbal coaching. Team Members who receive this form of corrective action will be ineligible for transfers and/or promotions within six (6) months of the documentation. A Team Member will be required to sign this documentation. Team Members who have a similar infraction within six (6) months of the documentation will be subject to further corrective action.

## **Performance Improvement Plan or Final Written Warning**

A Performance Improvement Plan (PIP) or Final Written Warning is used for behavior or performance that a supervisor or human resources considers serious or when verbal or written warnings have not helped to change unacceptable behavior or performance. A Team Member's supervisor, in consultation with the Team Member's second-level manager and human resources, may place the Team Member on a PIP or Final Written Warning.

There are four (4) types of transgressions that constitute a PIP generally: policy and procedure violations, job performance issues, professionalism issues, and attendance. A Team Member may be placed on a PIP for a maximum of 90 days. Within this time, the Team Member must demonstrate a willingness and ability to meet and maintain the conduct and work requirements specified by the supervisor and NAL. Regular coaching sessions between the Team Member and supervisor are encouraged. The supervisor and Team Member should meet regularly during the duration of the PIP, at least once every 30 days. The supervisor should document all discussions with the Team Member during the implementation of the PIP. If the Team Member has met the goals and expectations described in the PIP, the supervisor will document that he or she has successfully completed the PIP. If a Team Member is currently under a PIP, the Team Member cannot be promoted or transferred within 12 months from the issuance of the PIP. If a Team Member is not meeting progress of the PIP, is not actively engaged in following the PIP, or performance starts to decline within a year of successful completion of a PIP, the Team Member may be subject to progressive disciplinary action up to and including termination.

There are four (4) types of transgressions that constitute a Final Written Warning generally: policy and procedure violations, job performance issues, professionalism issues, and attendance. The Team Member cannot be promoted or transferred within 12 months from the issuance of the Final Written Warning. If a Team Member is not meeting progress of the Final Written Warning, is not actively engaged in following the Final Written Warning, or performance starts to decline within a year of issuance of the Final Written Warning, the Team Member may be subject to progressive disciplinary action up to and including termination.

## **Suspension and Termination**

If the Team Member's performance and/or behavior still does not meet expectations, the Team Member may be suspended without pay and/or terminated. Depending on the severity of the performance and/or behavior problem, other steps in the progressive action process may be bypassed and the Team Member may be suspended and/or terminated immediately. Human Resources must be consulted prior to suspending and/or terminating any Team Member.

## **Unacceptable Behavior/Misconduct Examples**

Disciplinary action for unacceptable behavior or misconduct may include verbal coaching(s), written warning, a Performance Improvement Plan, Final Written Warning, suspension with or without pay, demotion, and/or termination that would be included in a Team Member's personnel file and/or HR

Data System. All of these steps may be bypassed depending on the unique circumstances of the issue, such as the completion of an introductory period and/or the severity and nature of the offense. It is impossible to list every action that is unacceptable conduct. The following list gives some examples:

1. Violation of policies/procedures;
2. Insubordination;
3. Unprofessional or unethical conduct;
4. Use of profanity that is abusive and/or disrespectful;
5. Unexcused and/or excessive absences or tardiness;
6. Abusing lunch or break periods;
7. Hostile and/or disrespectful behavior;
8. Violation of client or NAL security procedure;
9. Any behavior that is seriously disruptive of the normal flow of NAL's business;
10. Ignoring safety rules or common safety practices (not wearing safety glasses or face mask as required, not adhering to social distancing or sanitation guidelines, etc)
11. Disorderly conduct;
12. Failing to report occupational injury promptly to supervisor;
13. Unauthorized posting or removal of notices, signs, or writing in any form on bulletin boards or NAL property at any time;
14. Falsification on production reports or other NAL records;
15. Leaving an assigned working area during working hours for any reason without authorization from a member of Management, except for lunch, or break;
16. Gambling on NAL property and during NAL's time including the distribution of gambling material;
17. Solicitation, selling of goods or services, collecting money for charities, etc. is prohibited in all work areas and during working time; NAL has a no approach, no solicitation guidelines within this Handbook;
18. Leaving work before the end of the shift or not being ready to begin work at the start of a shift or working overtime without the permission of Management;
19. Work performance issues on the job;
20. Unauthorized possession or use of any NAL property, equipment, or materials;
21. Contributing to unsanitary conditions, poor housekeeping, or eating in production areas;
22. Smoking in unauthorized or restricted areas;
23. Unauthorized presence on NAL premises outside of Team Member's scheduled work hours;
24. Use of NAL property or time for the personal financial gain of a Team Member other than for employment as an NAL Team Member;
25. Violations of NAL's IT Acceptable Use Policy;
26. Violation of NAL's Social Media Policy;
27. Unprofessional conduct towards customers or their products;
28. Not following Quality standards, reporting or guidelines.

### **Immediate Termination and Suspension**

Violation of any of the following rules, or any other actions deemed extremely serious by management, may be considered adequate justification for suspension and/or discharge on the first offense:

1. Possession of or being under the influence of alcoholic beverages or narcotics on NAL property;
2. Blatant disregard of safety practices and procedures that places risk on self or others (not following lockout/tagout guidelines, maliciously exposing others to disease/illness, etc);
3. Stealing or attempting to steal property from NAL or from any individual on NAL's premises;
4. Aggressive actions towards others or fighting on NAL premises or while representing NAL during business;
5. Possession of firearms or any dangerous weapons or explosives on NAL property;
6. Threatening, intimidating, or coercing other Team Members;
7. Insubordination to supervisor, refusal to perform supervisor's assignments, or directing abusive or threatening language towards anyone;
8. Disclosing business information of a confidential nature to unauthorized persons, or any willful or negligent actions by a Team Member resulting in:
  - a. A fine or discipline to NAL,
  - b. Failure to meet quality standards,
  - c. A loss of business to NAL,
  - d. A loss of NAL's competitive position,
  - e. Violations of NAL's Conflict of Interest Policy, and/or
  - f. Poor public relations.
9. Falsification of employment applications, timecards, production reports, quality control, or other records of NAL;
10. Intentionally swiping the badge of another Team Member, permitting someone else to swipe their badge, or tampering with time records or the time clock;
11. Fraud committed by knowingly accepting pay for operations not performed or time not worked;
12. Defacing or destruction of NAL property;
13. Arrested or convicted of a felony;
14. Sleeping during work hours;
15. Absence for three (3) consecutive working days without notifying NAL is considered voluntary resignation;
16. Unsafe operation of equipment in a negligent manner;
17. Leaving of NAL's premises during working hours without proper notification is considered voluntary resignation;
18. Depending on the nature and extent of the act, violation of NAL's Equal Employment Opportunity or Harassment Policies;
19. Violation of any written condition for hire or other signed employment agreement;
20. Misuse of IT systems in accordance with NAL's Internet and/or Email Policies.
21. Blatant disregard for NAL policies, guidelines, procedures or quality control.

Team Members are always required to exercise good judgment and discretion and conduct themselves with the highest standards of ethical conduct in performing NAL's business and to abide by NAL policies and work rules of general conduct and performance at all times.

NAL strives for fair and equitable treatment towards all Team Members. Each corrective action will be considered on a case-by-case basis.

## **Workplace Violence**

Violence is strictly prohibited in the workplace. Workplace violence is defined as any physical assault, threatening behavior, or verbal abuse occurring in the workplace by Team Members or third parties. It

includes, but is not limited to, beating, stabbing, shooting, sexual assault, and psychological trauma, such as threats and obscene phone calls.

Prohibited conduct includes, but is not limited to:

- Injuring another person physically
- Engaging in behavior that creates a reasonable fear of injury to another person
- Engaging in behavior that subjects another individual to extreme emotional distress
- Possessing or using a weapon that is not required by the individual's position
- Intentionally damaging property
- Threatening to injure an individual or to damage property
- Committing injurious acts motivated by, or related to, domestic violence or harassment
- Retaliating against any Team Member who, in good faith, reports a violation of this guideline

Team Members who violate this guideline will be subject to corrective action, up to and including termination.

## **Drug & Alcohol-Free Workplace**

NAL is committed to a drug and alcohol-free work environment that is safe and productive for its Team Members, visitors to the workplace, and all those interacting with NAL Team Members. Violation of this guideline will result in discipline, up to and including termination. Please contact the Human Resources Department to request a copy of NAL's Drug and Alcohol Policy (PER-009).

Team Members may not:

- Distribute, dispense, or sell illegal drugs or drug paraphernalia;
- Use or possess or be under the influence of illegal drugs or alcohol on NAL premises or in the course of business or during working hours, or;
- Permit customers or suppliers to violate this NAL Drug and Alcohol-free Workplace Guideline.

Team Members may use legally prescribed drugs while at work as long as they do not interfere with their ability to perform the essential functions of the job or affect the safety of the Team Member or others.

**TEAM MEMBER ASSISTANCE** - Team Members with drug and/or alcohol abuse problems are encouraged to voluntarily seek treatments and should coordinate their efforts through the Plant Human Resource Department. Under such circumstances, the Team Member will be required to complete rehabilitation treatment and aftercare. As a condition of employment, Team Members must volunteer for rehabilitation prior to a qualifying event requiring a drug/alcohol test.

**DRUG RELATED ARRESTS** - A Team Member who is arrested or convicted on a drug related charge must notify the HR manager or plant manager no later than the next business day. Failure to do so may result in disciplinary action up to and including discharge.

**DRUG AND ALCOHOL TESTS** - All NAL Team Members are subject to “substance screening” under the circumstances described below:

1. Pre-employment physical
2. Arrest or conviction for a drug related offense
3. Observed drug use or possession
4. Patterns of abnormal conduct or probable cause
5. Evidence of having tampered with a previous drug test
6. Information provided by a reliable source or independently corroborated
7. Work-related injuries, illnesses, accidents, and close calls
8. Computerized random selection
9. Team Member Assistance Program (anyone enrolled in the program may be tested for up to 24 months)

Refusal to take a drug/alcohol test or to cooperate in the process will be considered insubordination and will result in termination of employment. A Team Member with a positive test result will be subject to progressive corrective action up to and including termination.

### **Tobacco Use**

NAL has a tobacco-free environment. Cigarettes, cigars, smokeless tobacco, pipe tobacco, e-cigarettes/vapors, or any similar tobacco-related products are prohibited on plant premises except in private vehicles. The use of any of the products listed above is not allowed outside private vehicles in NAL parking lots or in any area between Team Member entrances. Cigarette butts, chewing tobacco, and any other tobacco related product must be properly disposed of in a sanitary manner.

### **Phone Use**

The use of phones is a necessary part of the day-to-day job for many NAL Team Members. Unfortunately, inappropriate phone use may also be a source of distraction that can cause lower quality or productivity levels and, in some instances, may present a safety hazard.

Accordingly, NAL prohibits the personal and casual use of mobile phones and other communication devices in production areas. However, Team Members may use their mobile phone or other communication device for personal use on a limited basis in office areas and break rooms. Please limit your personal use during regular working hours so you may focus on your work. Excessive personal calls, e-mails or text messaging during the workday can interfere with employee productivity and be distracting to others. You may handle personal affairs on these devices during your break time.

Team members whose personal devices have camera, video or recording capability are restricted from using those functions anywhere in the building or on company property at any time unless authorized in advance by management.

Violation of NAL guidelines regarding the personal use of phones or communication devices may result in progressive disciplinary action up to and including termination.



## **Corporate Texting Policy**

North American Lighting, Inc makes available for its Team Members the option to receive various communications via text message. When Team Members provide NAL with their mobile number through SuccessFactors (Company HRIS system), they are providing consent to receive company text messages.

Team Members are responsible for making sure NAL has the most up to date information by logging into SuccessFactors and verifying the information.

A Team Member may withdraw consent to receive Text Messages by texting STOP to the text message received. The text messages will automatically stop if the Team Member's employment is terminated.

### **DEFINITIONS:**

"Text Messages" means any SMS/MMS message communication from the Company or on its behalf to any cellular phone numbers provided by a customer and concerning that customer's account with the Company.

## **Personal Appearance**

NAL department managers may exercise reasonable discretion to determine appropriateness in Team Member dress and appearance. If a manager determines that a Team Member's attire or appearance is not appropriate as outlined in this policy, he or she may take corrective action. Progressive corrective action will be applied if dress code violations continue. Reasonable accommodations will be made when required.

NAL expects Team Members to dress appropriately in business casual attire. Some departments may require specific guidelines that differ from the business casual guidelines. When meeting with customers or vendors, business dress guidelines must be observed, unless specifically advised otherwise by management.

Team Members must always present a clean, professional appearance. Everyone is expected to be well-groomed and wear clean clothing that represents NAL well. A Team Member must strive to maintain a professional working environment through the use of appropriately sized, buttoned and cleaned attire. All apparel of any kind may not contain a logo or verbiage that is offensive or a distraction in the workplace. It should not include political messaging, provocative messages, disparagement towards NAL or its products, or represent a competitor of NAL. Any clothing items that cause disruption or distraction in the workplace, such as excessively tight, short, or revealing items are inappropriate.

Business casual is defined as follows:

1. Casual shirts: All shirts with collars, business casual crewneck or V-neck shirts, blouses, golf and polo shirts. Men should wear shirts with a collar unless allowed otherwise. Examples of inappropriate shirts include T-shirts, shirts with inappropriate slogans, tank tops, muscle shirts, sleeveless, camouflage and crop tops. In specified circumstances, T-shirts may be approved and provided for specific events as approved by management.
2. Pants: Casual slacks and trousers. For female Team Members, leggings are appropriate only when worn with a tunic. Examples of inappropriate pants include shorts, camouflage,

sweatpants, athletic pants, flannel pants, and pants worn below the waist or hip line. In specified circumstances, jeans may be approved.

3. Skirts, Dresses, and Skirted Suits: Casual dresses and skirts, and skirts that are split at or below the knee are acceptable. Dress and skirt length should be at a length at which Team Members can sit comfortably in public. Short, tight skirts that ride halfway up the thigh are inappropriate for work. Mini-skirts, skorts, sun dresses, beach dresses, and spaghetti-strap dresses are inappropriate for the office.
4. Any clothing items that cause disruption or distraction in the workplace, such as excessively tight, short, or revealing items are inappropriate.
5. Footwear: Casual slip-on or tie shoes, dress sandals and athletic shoes if approved by location or required as part of the job. Shoes should provide good foot protection and comfort with good arch and heel support. A good all leather upper (dress or casual) "walking shoe" with rubber soles and/or heels are suggested. Examples of inappropriate footwear include loose sandals and flip-flops.
6. Hair that hangs below the shoulder must be pulled back & secured to ensure it cannot get caught in equipment or other objects. Beards must also be kept trim and not long enough to be caught up in equipment. This applies to everyone entering the plant.
7. Fingernails must be a length of no more than ¼ inch-long and/or they must be such a length that they do not cause the following: unsafe handling of materials, awkward posture when handling product, gloves to tear during use, damage to the product or impede production.
8. If your job requires that you work on the production floor, you may wear a baseball type hat at your discretion. Your hat must be neat and clean, and not contain a logo that is offensive or a distraction in the workplace. It should not include political messaging, provocative messages, disparagement towards NAL or its products, or be the logo of a business competitor. No knit (linen) sock/stocking caps are allowed in the manufacturing areas. Sock/stocking caps are allowed in dock areas when exposed to cold weather.
9. If a job requires work on the production floor, Team Members may be allowed to wear jeans with a business casual shirt. This does not include t-shirts or other inappropriate attire as defined above.
10. All apparel of any kind may not contain a logo or verbiage that is inflammatory, provocative, disparaging toward NAL or its products, or represent a competitor of NAL.

Clothing and grooming styles dictated by religion or ethnicity may be exempt upon approval of the Corporate Human Resources Department.

This policy is not intended to be all inclusive but should serve as a guide on how Team Members represent NAL. There may be changes and/or clarifications provided as necessary in the future. Please contact the Human Resources Department with any questions or concerns.

Team Members should consult NAL's Dress Code-Business Attire Policy (PER-008A) or their supervisor if they have any questions about appropriate attire.

## **Conflicts of Interest**

Team Members of NAL have a duty to avoid any actual or apparent conflict of interest with NAL. A conflict can arise when a Team Member takes actions or has interests that make it difficult for him or her to perform his/her work objectively or properly.

Conflicts also arise when a Team Member or a member of his/her family receive improper personal benefits as a result of his/her position with NAL.

All Team Members must be guided by what is in the best interest of NAL.

If Team Members have any questions about a current or potential conflict of interest, please contact the Human Resources Department. These situations can be remedied more easily when notified before an issue arises.

## **Customer Contact**

It is the guideline of NAL to be service-oriented and customer-oriented. This means that NAL Team Members should treat all customers with courtesy and respect.

Every contact with NAL customers and clients, whether in person, by phone, or by electronic communication, should be professional. Any customer-related problems, including customers who are abusive or harassing, should be reported to supervisors or the Human Resources Department.

## **Problem Resolution**

NAL's guidelines and procedures emphasize open-door practices in which Team Members are encouraged to deal directly with their supervisors and other members of management regarding complaints and problems.

Under normal conditions, if a Team Member has a job-related problem, question, or complaint, it should be discussed with his/her supervisor. The simplest, quickest, and most satisfactory solution often will be reached at this level.

If discussion with the Team Member's supervisor does not answer the question or resolve the matter satisfactorily, the complaint then may be presented, orally or in writing, to the next higher level of management.

If the matter still is not resolved satisfactorily, the Team Member may present the complaint to Human Resources Department, which will render an objective analysis of the situation and options.

When the issue personally involves the supervisor or manager with whom the Team Member ordinarily would discuss a problem, the Team Member may bypass that individual and proceed to the next person in authority without fear of reprisal. At any time, a Team Member may seek the advice and guidance of the Human Resources Department. Difficulties in using this complaint procedure should be brought to the attention of the Human Resources Department.

If Team Members feel a decision has been made unfairly that affects their employment, then they may submit their concern in writing to the attention of the Corporate General Manager of Human Resources. This document must be received as a hard copy or email within five (5) business days of the decision. Once the concern has been submitted, Team Members will be notified within 10 business days of the NAL's position regarding the issue.

**OPEN DOOR POLICY** - Team Members are encouraged to discuss any problems they may encounter with their supervisor or any other NAL official, including NAL's President. **The Link Line number, (217) 465-6666**, is posted on all NAL bulletin boards and allows Team Members to call and leave a message on the President's voicemail. It is not required for the Team Member to leave their name or department. However, such information is often essential to conduct a fair and thorough investigation and response.

## **SECTION 4 – PAY GUIDELINES**

### **Employment Status**

NAL groups all Team Members into one of the following employment categories, based on his/her conditions of employment.

Regular Full Time Team Member— A Team Member hired for an indefinite period in a position with a normal work schedule is 40 hours per week.

Regular Part Time Team Member— A Team Member hired for an ongoing period of time in a position with a normal work schedule of less than 30 hours per week. Part time Team Members will be paid an hourly rate. They are not eligible for benefits unless otherwise required by law.

Temporary Team Member— A Team Member hired for a specific job for a period. Temporary Team Members will be paid an hourly rate. They are not eligible for benefits unless otherwise required by law. NAL may extend temporary employment for limited periods or change it to full or part time.

Co-op & Intern Team Member— A Team Member hired for a specific co-op or intern position. A co-op or intern is considered a temporary Team Member. They are not eligible for benefits unless otherwise required by law.

Apprentice – An apprentice is considered a part-time Team Member who is also a full-time student and is hired for a specific apprenticeship. They are not eligible for benefits unless otherwise required by law.

**Please Note:** Part time, temporary, Co-op, Intern, and Apprentice Team Members are generally not eligible for the Team Member benefits associated with full time employment.

### **Non-Exempt & Exempt Status**

The Fair Labor Standards Act of 1938 (FLSA), as amended, provides rules about overtime pay. Team Members are either exempt or not exempt from these rules according to the following definitions:

Non-Exempt Team Member— Positions of clerical, technical, or service nature, as defined by the FLSA, are not exempt from the provisions for mandatory overtime payments. These Team Members receive overtime pay for hours worked over 40 hours in anyone (1) workweek. All non-exempt Team Members must take their scheduled lunch period, unless otherwise approved by their Supervisor.

Exempt Team Member— Positions of a managerial, supervisory, administrative, or professional nature or for outside sales, as defined by the FLSA, are exempt from the provisions for mandatory overtime payments.

## **Pre-Employment Investigations**

NAL may conduct pre-employment reference, credential, and other checks that it deems appropriate to evaluate the Team Member's suitability for employment.

## **Induction & Orientation**

On or before their first day of work, Team Members must meet with Human Resources to complete necessary forms and obtain information pertinent to employment at NAL regarding federal laws and safety information. During the first week at NAL, supervisors will discuss Team Member's responsibilities and review NAL policies with them.

## **Pay Days**

In a workweek not interrupted by holidays or inclement weather, salaried Team Members will be paid on the 15<sup>th</sup> and the last day of the month. When a holiday falls on a payday, special efforts will be made to make paychecks available prior to the holiday. Team Members are encouraged to use direct deposit. Requests to re-issue payroll checks will cost the Team Member \$25.00.

## **Work Week**

The standard work week commences at 12:01am on Monday and ends the following Sunday at midnight. Each workday commences at 12:01am and ends at midnight on the same calendar day. Work schedules are generally established on the first day of employment. Any changes are subject to the supervisor's approval.

## **Time Collection Devices**

**Salaried non-exempt Team Members are required to use a time clock for tracking time worked.** Time collection devices are installed in various locations throughout the plant for "swiping" in and out with I.D. badge. Each Team Member will be assigned a "home facility" terminal for accruals and hours worked balances. A Team Member can view their hours worked and accrual balances on any time collection device within their facility. The NAL-supplied I.D. badge shall be used to record all entries. Any missed entries or errors are to be reported to the supervisor immediately. Excessive missed entries can lead to corrective action.

## **Overtime**

Salaried non-exempt Team Members are eligible to receive overtime pay for hours worked in excess of 40. The nature of the automotive industry dictates overtime as a required aspect of the job. Every reasonable attempt will be made to post/communicate overtime requirements at least 24 hours in advance. On occasion, it may be necessary to draft Team Members with little or no notice. Failure to work overtime may result in corrective action. Overtime procedures may vary between departments and plants. Please ask supervisors for specific guidelines. Generally, qualified senior Team Members within the department and classification will first be offered overtime, and lacking volunteers, the next scheduled person to be drafted in accordance with the local plant overtime guidelines will be required to stay. In addition, any Team Member who is otherwise considered properly trained and qualified may be required to stay. All hours worked over 40 hours per week will be paid at one and a half (1.5) times the regular pay rate. **SEVENTH DAY OVERTIME** – All hours worked on the seventh (7<sup>th</sup>) consecutive workday, will be paid at two (2) times (double time) the regular pay rate.

## **Travel Pay**

Team Members required to travel for NAL business will be paid for their time spent in travel, less stops for meals. Travel hours will be added to regular hours of work. For salaried, non-exempt Team Members, all hours over 40 hours per week will be paid at 1.5x the regular pay rate, even if travel is on a double time day or holiday. Note, however, that in no event shall a Team Member be paid less than their standard scheduled shift when required to travel on a regularly scheduled workday. Team Members who receive travel advances must reconcile these within 30 days of their return. Failure to do so will result in payroll deduction from their check.

## **Final Paycheck**

Following separation from NAL, a Team Member's final paycheck will be provided as they return all NAL property including keys, ID badges, safety glasses, uniforms, or books. Team Members will receive pay for any unused payable time off. In addition, the last day worked is their termination date. Team Members cannot use paid time off to extend their termination date.

## **SECTION 5 — TEAM MEMBER BENEFITS**

### **Benefit Plans**

NAL currently provides a full array of Team Member benefit plans to eligible, full-time Team Members. These benefit offerings include, but are not limited to:

- Medical, Prescription, Dental, & Vision
- Life & Accident Insurance
- Short-Term & Long-Term Disability
- Flexible Spending Accounts
- Health Savings Accounts
- Voluntary Critical Illness, Accident, & Hospital Indemnity Insurance
- 401k & Profit Sharing

### **Enrolling in Benefits**

NAL utilizes BenefitFocus, an online benefits administration system, as the source for benefits enrollment information and guidance. BenefitFocus will help Team Members to be more informed to make decisions about their benefits. Please login to BenefitFocus to review the summary plan descriptions for each plan that NAL offers.

Team Members will have 30 days from their date of hire to enroll in benefits. Failure to enroll in benefits during this time will result in benefit coverage being waived.

If a Team Member is enrolling dependents onto one of NAL's health plans, proper documentation must be uploaded onto BenefitFocus. A Team Member will have 60 days from the date of hire to supply documentation for dependents. Dependents will not be approved until proper documentation is provided. If documentation for a dependent is not provided within 60 days of the date of hire, that dependent may no longer be approved until the Team Member's next eligible enrollment opportunity. Please refer to BenefitFocus for a list of required documents.

### **Changing Your Benefits**

A Team Member may make benefit election changes during Open Enrollment. Open Enrollment typically occurs once a year in late October and early November.

A Team Member may change benefits during the year if they experience a life change event. Life change events include marriage, divorce, birth or adoption of a child, death of a dependent, court orders, loss of other coverage, or access to other coverage. **Life change events must be initiated within 31 days of the life change event directly on BenefitFocus.** If a Team Member exceeds the 31-day window for life change events, no benefit changes can occur. Proper documentation must be provided for the life change event to be approved.

A Team Member will have 60 days from the date of event to supply documentation for dependents added due to the life change event. Dependents will not be approved until proper documentation is provided. If documentation for a dependent is not provided within 60 days of the date, of event, that dependent may no longer be approved until the Team Member's next eligible enrollment opportunity.



## **Voluntary Vaccinations**

All NAL Team Members are encouraged to receive vaccinations including the COVID-19 vaccination as determined by CDC and local health departments as well as deemed appropriate by the Team Member and their personal health care professional. This Policy does not apply to customers and visitors.

Team Members will be notified by the Human Resources Department as to the type of vaccination(s) covered by this policy and the timeframe(s) for having it/them administered. When possible, NAL will assist Team Members by providing onsite access to immunizations or identifying sites where Team Members may receive the vaccinations. The cost for these vaccinations may vary and may also be covered under NAL's insurance plan. The HR Department will communicate this information as necessary. For offsite vaccinations, Team Members must work with their management team to schedule appropriate time to receive the vaccination.

Any absences for the purposes of receiving a vaccine in accordance with this policy will be excused upon providing proof of vaccination to the Human Resources Department.

Please contact your supervisor and/or Human Resources with any questions.

## **SECTION 6 – ATTENDANCE & TIME OFF**

### **Attendance**

The success of a Just-In-Time (JIT) supplier in the automotive industry depends largely on the excellent attendance of its Team Members. NAL recognizes that attendance generally reflects attitude and will reward those Team Members who meet desired attendance levels will have increased opportunity for promotion and transfer opportunities.

Likewise, those with poor attendance will be subject to progressive corrective action, poor performance evaluations, diminishing advancement opportunities, and limited privileges.

Supervisors will establish Team Members regular schedule and expectations for the workday. All Team Members are expected to be at their assigned workplace, ready to work at their regular starting time each day on which they are scheduled to work and during all scheduled work hours. Similarly, Team Members must return from any authorized break within the allotted time.

### **Reporting an Absence**

#### **Absent from Work**

Team Members are required to notify their supervisor or covering supervisor as early as possible when they are going to be absent from work. Except under extenuating circumstances, the Team Member, not a family member or friend, must report his/her own absence. A Team Member should notify his/her supervisor as far in advance as possible, of any absence, but no later than one (1) hour prior to his/her scheduled starting time if he/she expects to be absent. For each day of absence, the Team Member must call in, unless they are on an authorized continuous leave of absence. ***Please also see Sick Leave & FMLA policies in this handbook for medical related absences.***

#### **Late**

A Team Member is expected to give the reason and the estimated arrival time when reporting late to work. This policy applies to each day of his/her tardiness. For each day the Team Member is late, the Team Member must call in.

A Team Member who fails to contact his/her supervisor of an absence or if they are going to be late may be subject to progressive corrective action, up to and including termination. When providing notification, the Team Member is expected to give the reason and the estimated length of the absence.

**Kronos:** Entering a request for vacation or other paid leave in Kronos, leaving a voicemail message, or sending a text message does not constitute proper notification and corrective action may be taken. A Team Member must communicate this type of request with his/her supervisor in addition to submitting the request in Kronos.

To the extent permitted by law, absenteeism and tardiness lessen Team Member's chances for advancement and may result in corrective action, up to and including termination of employment.

Absences due to illness or injury which qualify under the Family and Medical Leave Act (FMLA) will not be counted against a Team Member's attendance record. Medical documentation within the guidelines

of the FMLA will be required in these instances. The Team Member may be asked to provide a doctor's note after three (3) consecutive absences or three (3) occurrences within a 90-day period.

Reporting an absence properly is imperative if NAL is to operate in a JIT environment. If NAL receives notification of an absence according to the above guidelines, NAL can plan for coverage thus providing better notification of overtime.

### **No Call/No Show**

Not reporting to work and not calling to report an absence is a no call/no show and is a serious matter. Team Members are required to schedule leave and receive approval from their supervisor. A Team Member who fails to report to work or has not notified the supervisor regarding an absence may be presumed to have voluntarily resigned after three (3) working days. Management may consider extenuating circumstances when determining corrective action for a no call/no show (for instance, if the Team Member is in a serious accident and is hospitalized) and has the authority to exercise discretion in such cases.

### **Vacation**

NAL provides paid vacation time and Team Members are encouraged to take vacation during the year. Full-time Team Members will accrue paid vacation according to the following schedule:

	Monthly Accrual	Total Accrual (Hrs)
1 year	6.66	80
2 years	6.66	80
3 years	6.66	80
4 years	6.66	80
5 years	10.00	120
6 years	10.00	120
7 years	10.00	120
8 years	10.00	120
9 years or more	13.33	160

Team Members should plan their vacation in advance, if possible; however, vacation requests made before the beginning of the workday may be approved if work schedules allow. Vacation may be taken in units of four (4) hours (Half Days) and eight (8) hours (Full Days), except if on Intermittent FMLA. While on Intermittent FMLA leave, vacation can be applied in one (1) hour increments.

Vacation requests will be approved by the Team Member's supervisor based on the order in which they are received, if work schedules allow, and verification by his/her supervisor of the number of vacation days that he/she has available. It is the Team Member's responsibility to submit a vacation request to their supervisor for approval.

**Kronos:** Entering a request for vacation or other paid leave in Kronos, leaving a voicemail message, or sending a text message does not constitute proper notification and corrective action may be taken. A

Team Member must communicate this type of request with his/her supervisor in addition to submitting the request in Kronos.

The vacation balance cannot exceed two (2) times the 12-month vacation eligibility calculation for the latest anniversary. In some instances, a Team Member's vacation balance may exceed this amount if approved by their supervisor.

Under NAL's FMLA Policy (PER-044), the Team Member is required to use their available paid time off above 40 hours to cover any time not covered by disability benefits including intermittent FMLA.

For salaried non-exempt Team Members, vacation does not count toward the calculation of overtime.

Accrued vacation will be paid to the Team Member upon resignation or termination. Accrued vacation may not be used to extend the termination date.

## Holidays

Team Members are eligible for eight (8) hours of pay for each of the following 10 holidays:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Day after Christmas Day

**PROCEDURES:** Team Members must work the full scheduled shift, based on their established standard normal shift schedule, the day before and day after the holiday (except when bona fide emergencies occur). Team Members on planned and approved paid leave the day before or the day after the holiday will receive holiday pay.

Team Members receiving short-term or long-term disability payments, workers' compensation insurance benefits, FMLA, or are on a leave of absence are not eligible to receive holiday pay.

For salaried nonexempt Team Members, paid holidays do count toward the calculation of overtime. Unpaid holidays do not count toward the calculation of overtime.

If a regular Team Member is placed on lack of work status the week before or the week of a holiday; the Team Member will be paid for the holiday. If a regular Team Member returns from lack of work status during the week of a holiday; the Team Member will be paid for the holiday. Exceptions may be made at the discretion of management.

**SHUTDOWN:** In addition to the above holiday schedule, NAL offers salaried Team Members additional days off between Christmas and New Years as paid time off. Under certain circumstances your manager may require you to work during this time. In the event you are required to work, you will be able to take this time off between January 1 – July 1 of the following year. The tracking of these days will be kept by your immediate supervisor.

## **Paid Parental Days**

NAL will provide up to three (3) paid parental days to Team Members following the birth of a Team Member's child or the placement of a child in connection with adoption or foster care. The purpose of paid parental days is to enable the Team Member to care for and bond with a newborn or a newly adopted or newly placed child. Please refer to NAL's Paid Parental Days Policy (PER-098) for additional information.

### **Team Members must meet one of the following criteria:**

- Have given birth to a child.
- Be a spouse or committed partner of the Team Member who has given birth to a child.
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger).
- Supporting documentation may be requested to confirm a Team Member's eligibility.

### **Amount, Time Frame and Duration of Paid Parental Days:**

- Team Members will receive a maximum of three (3) paid parental days per birth, adoption or placement of a child/children. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the three (3) day total amount of paid parental days granted for that event. In addition, in no case will a Team Member receive more than three (3) paid parental days in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.
- If both parents work for NAL, they will each be eligible for three (3) paid parental days under this policy.
- Each paid parental day is compensated at the Team Member's regular, straight time pay based on an eight (8) hour workday.
- Approved paid parental days may be taken at any time during the six (6) month period immediately following the birth, adoption or placement of a child. Paid parental days may not be used or extended beyond this six (6) month time frame.
- Paid parental days do not count toward hours worked in the calculation of overtime.
- Team Members must take paid parental days in eight (8) hour increments during the six (6) month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the six (6) month time frame.
- Upon termination of the individual's employment at NAL, he or she will not be paid for any unused paid parental days for which he or she was eligible.

## **Salary Sick Days**

Salaried exempt and salaried non-exempt Team Members will be eligible sick time based on the following criteria:

1. During a new Team Member's initial 90-day introductory period, Team Members may use eight (8) hours of unpaid sick time if necessary.
2. After completion of the 90-day introductory period, Team Members will receive 24 hours in paid sick time to utilize if necessary, until their anniversary date.

3. After completion of one (1) year of service and on each subsequent employment anniversary date, Team Members will receive 40 hours of paid sick time.
4. If a Team Member is converted from hourly to salary, sick time will be prorated based on the months remaining until the next anniversary date in accordance with the following schedule:

Calendar Months to Anniversary	Sick Time Hours
Less than 1 Month	0 hrs
1 Month	4 hrs
2 Months	7 hrs
3 Months	10 hrs
4 Months	14 hrs
5 Months	17 hrs
6 Months	20 hrs
7 Months	24 hrs
8 Months	27 hrs
9 Months	30 hrs
10 Months	34 hrs
11 Months	37 hrs
12 Months	40 hrs

5. A Team Member who has missed three (3) or more consecutive workdays may be asked to present medical documentation to Human Resources for the absence releasing them to return to work.
6. Paid sick time does not carry over year to year or cash-out and may only be used in approved circumstances as outlined in this policy.
7. **Kronos:** Entering a request for sick days or other paid leave in Kronos, leaving a voicemail message, or sending a text message does not constitute proper notification and corrective action may be taken. A Team Member must communicate this type of request with his/her supervisor in addition to submitting the request in Kronos.
8. In the event a Team Member has exhausted all accumulated paid sick time for the year, they MUST use his/her available paid time off above 40 hours to cover any time not covered by disability benefits. In the event a Team Member has utilized all available sick, vacation, and/or other approved time off (i.e. FMLA approved leave), further absences may result in progressive disciplinary action, up to and including termination. If all accumulated sick time has been exhausted, the policy requires the use of vacation above 40 hours to be used to cover any time not covered by disability benefits. The Team Member has the right to use remaining vacation time (remaining balance under 40) they have available to cover their sick time, if they choose. If so, then no disciplinary action is required. If the Team Member doesn't elect to use vacation time or doesn't have enough to cover their sick time, then the supervisor will code the sick hours as "absence unpaid". If the Team Member worked a partial day, this does not apply. This is only applicable

when the Team Member is absent the entire day. In addition, the supervisor will begin the progressive corrective action process which is outlined below:

Day 1 off work = 1st offense –	Verbal Warning
Day 2 off work = 2nd offense –	Written Warning
Day 3 off work = 3rd offense –	Up to and including Termination

Any progressive corrective action will reset one (1) year after the last unpaid absence taken. If an unpaid absence occurs after that time, it may be treated as a first offense for corrective action purposes.

Management may use discretion in considering total performance and attendance of a Team Member when determining the appropriate progressive corrective action to take on a case-by-case basis.

9. Team Members are not paid for unused sick time upon termination of employment.

10. Sick time will not count towards overtime or as hours worked towards any other benefit.

Paid sick time may be used in one (1) hour increments. Acceptable uses for paid sick time are as follows: personal medical appointment, personal illness or other medical care for spouse, children, parents or siblings. In the event a Team Member is going to be absent from work, they must notify their immediate or acting supervisor of the absence and expected duration, as far in advance as possible, but no later than 30 minutes prior to his/her scheduled starting time. Time missed due to approved bereavement, jury duty, or military duty will be counted as an excused absence and sick time will not be utilized in these situations. If the Team Member is on leave under the Family and Medical Leave Act (FMLA), paid sick time must be used initially as a part of the FMLA leave. Paid sick time will run concurrent with approved FMLA leave.

Please refer to NAL's Paid Sick Time Policy (PER-079) for additional information.

## **Bereavement Leave**

In the event of the death of a family member (identified as spouse, brother, sister, parents, children, grandparents, grandchildren, step-parents, step-brothers, step-sisters, step-children, half-brothers, half-sisters, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law) a Team Member may receive up to three (3) consecutive work days of paid leave per eligible event for bereavement for the death.

In addition, NAL will excuse salaried Team Member's one (1) workday to attend the funeral (day of funeral) for the following family members: aunt, uncle, niece, nephew, grandparent-in-law, step-grandparent, great-grandparent, step-grandparent in-law.

In each instance, the Team Member may be required to provide documentation validating the bereavement request.

**EXTENDED BEREAVEMENT-** Bereavement leave for a parent, stepparent, child, stepchild, or spouse may be extended for up to two (2) weeks (without pay). The Team Member must notify their supervisor of

the need for an extended bereavement leave and the supervisor will authorize the leave, subject to approval by the Human Resource Representative. The Team Member will be required to pay for continued insurance coverage in the amount normally deducted from his/her check during such absence. Extended Bereavement applies to all NAL Team Members regardless of their classification.

Team Members should contact their supervisor and/or Human Resources to request Bereavement Leave.

## **Jury & Witness Duty**

Team Members should immediately notify their supervisor upon receipt of notification from the state or federal courts of an obligation to serve on a jury or to act as a court witness. The Team Member is required to provide copies of the subpoena or jury summons to his/her supervisor.

Team Members are encouraged to perform their civic duty and will be granted time off for selection and/or service upon a jury or to act as a court witness. In some situations, when a Team Member is called upon for service upon a jury, NAL may elect to seek a release to avoid hardships. Any day that the jury or witness duty schedule permits, Team Members are expected to come to work.

Team Members will be compensated at their regular straight time rate of pay for all regularly scheduled hours lost (not to exceed their permanent shift schedule). Any travel expenses/mileage fees paid to the Team Member by the court are separate from appearance fees and shall not be considered when calculating hours lost. Receipts for per diem fees are available from the court and should be provided to the Supervisor and forwarded to the Human Resources Department. All Team Members released from jury duty and still able to work two (2) or more hours in their regular schedule must return to work. Team Members who served a substantial portion of the day (1/2 their normal schedule or more) will not be required to report to work on that day. Team Members will be granted time off without pay when subpoenaed to act as a court witness. Team Members appearing in their own case as a plaintiff or defendant or for a non-subpoenaed court appearance will not receive paid time off. Vacation or unpaid time should be used for such instances.

The Team Member is to notify the Supervisor of their status each day.

## **Family & Medical Leave Act (FMLA)**

The Family and Medical Leave Act (FMLA) of 1993, as amended, is a federal law that allows eligible Team Members of a covered employer to take unpaid, job-protected leave for specified family, medical, and military family reasons. NAL is a covered employer under FMLA and maintains a Family and Medical Leave Policy (PER-044).

NAL posts the mandatory FMLA Notice and upon hire provides all new Team Members with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Leave Act on bulletin boards located in NAL breakrooms. A Team Member with one (1) year of service who has worked 1250 hours during the preceding 12-month period is eligible to be covered by FMLA. To qualify for FMLA leave, the Team Member must be taking leave for his/her own serious health condition, the birth or adoption of a child, to care for a child, spouse, or parent with a serious health condition, to tend to an emergency related to the Team Member's spouse, child, or parent in the military, or to care for a child, spouse, parent, or next of kin with a serious injury or illness resulting from their military service. The Team Member must notify their local Human Resources



Department of the need for a leave and secure the appropriate forms. All FMLA leave must have the necessary medical or military certifications prior to Human Resources approval. Approved leave may extend up to 12 workweeks (or up to 26 workweeks of military caregiver leave) in a rolling twelve-month period. If both a husband and wife are employed at NAL, their total FMLA may be limited to 12 weeks (or 26 workweeks of military caregiver leave).

A Team Member who is taking FMLA leave must use his/her available paid time off above 40 hours during FMLA to cover any time not covered by disability benefits. This is usually the case to cover the waiting period (5 business days) before Short Term Disability goes into effect. Paid time off above 40 hours will be used throughout the duration of the Team Member's FMLA leave as required to cover any time not covered by disability benefits including intermittent FMLA. A maximum of 80 hours of paid time off will be utilized to cover FMLA in a rolling twelve-month period in increments of no less than one (1) hour. FMLA leave runs concurrently with all other types of leave. The Team Member will be required to pay his/her regular payroll deductions for continued insurance coverage while on FMLA.

**Any leave of absence taken for a serious medical condition of the Team Member or family member will be charged against the Team Member's 12 weeks of FMLA.**

To request an FMLA leave, or obtain additional information about FMLA, Team Members should contact their local Human Resources Department. Team Members will be provided a copy of NAL's Family and Medical Leave Policy (PER-044) upon request.

### **Family & Medical Leave Act (FMLA) Military Caregiver Leave**

NAL will provide qualifying exigency leave and/or military caregiver leave under the Family and Medical Leave Act to its eligible Team Members. NAL posts the mandatory FMLA Notice and upon hire provides all new Team Members with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Leave Act on bulletin boards located in NAL breakrooms.

The function of this policy is to provide Team Members with a general description of their FMLA rights under the qualifying exigency leave and/or military caregiver leave. In the event of any conflict between this policy and the applicable law, Team Members will be afforded all rights required by law.

NAL will grant up to 12 workweeks of qualifying exigency leave or up to 26 workweeks of military caregiver leave during a 12-month period to eligible Team Members. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

To request a FMLA Military Caregiver leave, or obtain additional information about this policy, Team Members should contact their local Human Resources Department. Team Members will be provided a copy of NAL's FMLA Military Leave Policy (PER-045) upon request.

### **Leaves of Absences**

**EMERGENCY LEAVE** – Any Team Member who has completed his/her 90-day initial evaluation period, but prior to completion of one (1) full year of service, may be eligible for unpaid Emergency Leave. If a Team Member is absent for more than three (3) consecutive days due to their own illness, an Emergency Leave may be requested.

The Team Member will be required to submit a doctor's statement certifying the Team Member is unable to work. A maximum of 30 days Emergency Leave may be granted within the first 12 months of service. All available and accrued paid time off must be used concurrently with an Emergency Leave of Absence. Once all available and accrued paid time off has been exhausted, all remaining leave time will be unpaid. A Team Member may be granted up to three (3) Emergency Leaves within his/her first year of employment. The total amount of all Emergency Leave time taken by any Team Member during the first year of employment may not exceed 30 calendar days.

An Emergency Leave may be granted for reasons NAL determines valid and if its operating requirements permit. The Team Member will be required to pay for continued insurance coverage at the amount normally deducted during such absence.

#### **PERSONAL LEAVE -**

Any Team Member who has completed (1) one full year of service may be eligible for an unpaid Personal Leave. A Team Member may be eligible for a Personal Leave of Absence due to his/her personal and/or emergency needs, which do not qualify for FMLA Leave or FMLA-qualified needs, when a Team Member does not have FMLA Leave available. The Team Member must notify their Supervisor of the need for the leave and the Supervisor and General Foreman/Department Manager may authorize the leave subject to approval by Human Resources. A Team Member may be granted one (1) leave, up to thirty calendar days within any twelve (12) month period (measured forward from the first day of the leave). The Team Member must use all of his/her available and accrued paid time off concurrently with a Personal Leave of Absence. Once all available and accrued paid time off has been exhausted, all remaining leave time will be unpaid. The Team Member will be required to pay for continued insurance coverage at the amount normally deducted at such absence.

**SUPPLEMENTAL MEDICAL LEAVE** – Any Team Member who has completed one full year of service may be eligible for an unpaid Supplemental Medical Leave if he/she is unable to return to work from his/her own continuous serious health condition after exhausting all other leaves of absence available through NAL and cannot return to work due to his/her medical condition. A Team Member may be granted two (2) Supplemental Medical Leaves of Absence within any twelve (12) month period (measured forward from the first day of leave). The total amount of Supplemental Medical Leave time taken by any Team Member may not exceed fourteen (14) weeks within any twelve (12) month period beginning on the day following the last day of his/her FMLA or Personal Leave of Absence.

Supplemental Medical Leave may also be requested if the Team Member returns to work, within 30 days is placed on medical leave for the same condition and has exhausted all other leaves. The Team Member will be required to submit a doctor's statement certifying that he/she is unable to return to work due to his/her own illness.

A Team Member, who has requested a Leave of Absence under this policy due to his/her own serious health condition, may be eligible for disability benefits payable through NAL's worker's compensation or short-term disability benefit plans (based on eligibility). Please refer to the individual benefit summaries for each plan for more details.

NAL reserves the right to require the Team Member to see a doctor of NAL's choice for periodic evaluations. The Team Member will be required to pay the COBRA rate for continued insurance coverage during a supplemental medical leave of absence.

The Team Member will be required to provide NAL with a status update from their physician every 30 days. NAL cannot guarantee that the Team Member will be able to return to his/her same position.

**When a Team Member takes an Emergency, Personal, or Supplemental Medical Leave of Absence under this policy, his/her continued employment with NAL is not protected. NAL cannot guarantee that the Team Member will be able to return to his/her same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment upon the completion of an Emergency, Personal, or Supplemental Medical Leave of Absence. If the Team Member is not able to return to work at the end of his/her leave, his/her employment may be terminated.**

### **Workers' Compensation Leave**

A Team Member injured on the job will be permitted to be placed on workers' compensation leave when approved by a physician and be entitled to Workers' Compensation coverage's in accordance with state law.

A Team Member on Light Duty status will be required to provide current medical restrictions from their physician every 30 days. Any time a Team Member visits a physician for treatment or diagnosis, they must notify the Human Resources Department within 24 hours regarding their status. Once the Team Member receives return to work instructions from the physician's office, they must return to work their next scheduled shift (even if it is a Saturday). Failure to follow these guidelines may result in termination. Failure to keep follow-up doctor's appointments will be subject to the normal progressive corrective action process and will terminate a Team Member's Worker's Compensation benefits.

Time missed under Workers' Compensation Leave will reduce the time available under FMLA. During the first 90 days of leave, the Team Member will pay the regular copayments for continued insurance coverage. Any absence beyond 90 days will require payments at the COBRA rates. Team Members who are working should schedule follow-up medical treatments around their workday. However, if the Team Member misses work to attend an appointment with a NAL referred physician, the normal scheduled hours worked will be paid.

Employment will be terminated once a Team Member has been off of work for more than six (6) months. Team Members are eligible to apply for social security disability after six (6) months if they cannot return to work.

### **Military Leave**

NAL is committed to complying with all aspects of The Uniformed Services Employment and Reemployment Rights Act (USERRA). USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. NAL will not discriminate against past and present members of the uniformed services or applicants to the uniformed services. NAL will not deny initial employment, reemployment, retention of employment, promotion, or any other benefit of employment based on military status. Please refer to NAL's FMLA Military Leave Policy (PER-045) for additional information.

Subject to certain exceptions, Team Members must give advance notice that they intend to leave their position to perform service in the uniformed services. Notice should be as far in advance as is reasonable under the circumstances.

If Team Members leave their job to perform service in the uniformed services, they may have the right to be reemployed in the position that they would have attained if they had stayed continuously employed or in a comparable position. Upon completing service in the military services, Team Members must notify NAL of their intent to return to their position by either reporting to work or submitting a timely application for reemployment, depending upon length of service.

If Team Members leave their job to perform military service, they have the right to elect to continue their existing health insurance coverage offered by NAL for themselves and their dependents for up to 24 months while on military leave. It is the guideline of NAL that continuation under USERRA shall run concurrently with Federal COBRA and state continuation, if applicable, to the extent allowed by law.

Even if Team Members do not elect to continue coverage during military service, they have the right to be reinstated in NAL's health plan when they are reemployed, generally without any waiting periods or exclusions (e.g. pre-existing condition exclusions) except for service-connected injuries.

Military leave is unpaid; however, Team Members may use any accrued benefits available.

Please contact the Human Resources Department with questions

## **SECTION 7 – IT ACCEPTABLE USE**

### **ACCEPTABLE USE**

NAL's intentions for publishing this Acceptable Use Policy are not to impose restrictions that are contrary to its established culture of openness, trust and integrity. NAL is committed to protecting its Team Members, partners and NAL from illegal or damaging actions by individuals, either knowingly or unknowingly. Internet/Intranet/Extranet related systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, World Wide Web (WWW) browsing, and File Transfer Protocol (FTP), are the property of NAL. These systems are to be used for business purposes in serving the interests of NAL, and of its customers during normal operations. Effective security is a team effort involving the participation and support of every NAL Team Member and its affiliates who deal with information and/or information systems. It is the responsibility of every computer user to know these guidelines, and to conduct their activities accordingly.

#### **GENERAL USE & OWNERSHIP -**

1. While NAL's network administration desires to provide a reasonable level of privacy, users should be aware that the data they create on the corporate systems remains the property of NAL. Because of the need to protect NAL's network, management cannot guarantee the privacy of information stored on any network device belonging to NAL.
2. Team Members are responsible for exercising good judgment regarding the reasonableness of personal use. If there is any uncertainty, Team Members should consult their supervisor or manager.
3. NAL recommends that any information that users consider sensitive or vulnerable be encrypted when not stored on NAL network shares. Portable storage devices (thumb drives) should only be used if they can encrypt stored information.

#### **SYSTEM & NETWORK ACTIVITIES -**

1. Keep passwords secure and do not share accounts. Authorized users are responsible for the security of their passwords and accounts.
2. All PCs, laptops and workstations should be secured with a password-protected screensaver with the automatic activation feature set at 15 minutes or less, or by locking the system when unattended.
3. Because information contained on portable computers is especially vulnerable, special care should be exercised to prevent theft or corruption of data.
4. Postings by Team Members from an NAL email address to newsgroups or forums should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of NAL, unless posting is in the course of business duties.
5. All systems used by the Team Member that are connected to the NAL Internet/Intranet/Extranet, whether owned by the Team Member or NAL, shall be continually executing approved virus-scanning software with a current virus database. Unless overridden by departmental or group policy.
6. NAL network storage should be used for business purposes only. Any files found to be on the network that violate this policy will be removed immediately.

## **MOBILE DEVICES -**

This section provides standards and rules of behavior for the use of NAL provided and personally owned smart phones and/or tablets to access NAL resources and/or services. Access to and continued use is granted on condition that each user reads, signs, respects, and follows NAL's policies concerning the use of these resources and/or services. This section is intended to protect the security and integrity of NAL's data and technology infrastructure. Limited exceptions to the policy may occur due to variations in devices and platforms.

1. To prevent unauthorized access, devices must be password protected using the features of the device and a strong password is required to access NAL's network.
2. The device must lock itself with a password or PIN if it's idle for up to five (5) minutes.
3. Rooted (Android) or jailbroken (iOS) devices are strictly forbidden from accessing the network.
4. Smartphones and tablets belonging to Team Members that are for personal use only are not allowed to connect to the network.
5. Team Members' access to NAL data is limited based on user profiles defined by IT and automatically enforced.
  - a. The Team Member's device may be remotely wiped if:
  - b. The device is lost, stolen, or replaced.
  - c. The Team Member is voluntarily or involuntarily separated from NAL.
  - d. IT detects a data or policy breach, a virus or similar threat to the security of NAL's data and technology infrastructure.
6. While IT will take every precaution to prevent the Team Member's personal data from being lost, in the event it must remote wipe a device it is the Team Member's responsibility to take additional precautions, such as backing up email, contacts, etc.
7. NAL reserves the right to suspend services in the event a security threat is detected.
8. Lost, stolen, or replaced devices must be reported to NAL within 24 hours. Team Members are responsible for notifying their mobile carrier immediately upon loss of a device.
9. The Team Member is expected to use his or her devices in a legal, and ethical manner at all times and adhere to NAL's acceptable use policy.

The Team Member assumes full liability for risks including, but not limited to, the partial or complete loss of NAL and personal data due to an operating system crash, errors, bugs, viruses, malware, and/or other software or hardware failures, or programming errors that render the device unusable.

## **UNACCEPTABLE USE**

The following activities are, in general, prohibited. Team Members may be exempted from these restrictions during their legitimate job responsibilities. Under no circumstances is a Team Member of NAL authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing NAL owned resources.

*The lists below are by no means exhaustive but attempt to provide a framework for activities which fall into the category of unacceptable use.*

## **SYSTEM & NETWORK ACTIVITIES -**

1. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by NAL.

2. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which NAL or the end user does not have an active license is strictly prohibited.
3. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.
4. Introduction of malicious programs into the network, server or any NAL owned equipment (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
5. Using a NAL computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
6. Making fraudulent offers of products, items, or services originating from any NAL account.
7. Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
8. Limiting productivity by creating security breaches or disruptions of network communication.
  - a. Security breaches include, but are not limited to, accessing data of which the Team Member is not an intended recipient or logging into a server or account that the Team Member is not expressly authorized to access, unless these duties are within the scope of regular duties. Disruption includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
9. Port scanning or security scanning is expressly prohibited unless prior notification to NAL is made to the IT Security Manager in writing.
10. Executing any form of network traffic monitoring which will intercept data not intended for the Team Member's host, unless this activity is a part of their normal job/duty.
11. Circumventing user authentication or security of any host, network or account.
12. Interfering with or denying service to any user other than the Team Member's host (for example, denial of service attack).
13. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
14. Providing information about, or lists of, NAL Team Members to parties outside NAL.
15. Sending or posting information that is defamatory to NAL, its products/services, colleagues and/or customers.
16. Passing off personal views as representing those of the organization.

#### **EMAIL & COMMUNICATIONS ACTIVITIES -**

1. Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material.
2. Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
3. Unauthorized use, or forging, of email header information.
4. Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
5. Creating or forwarding "chain letters", or other "pyramid" schemes of any type.
6. Use of unsolicited email originating from within NAL's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by NAL or connected via NAL's network.

7. Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).

#### **MONITORING -**

1. For security and network maintenance purposes, authorized individuals within NAL may monitor equipment, systems and network traffic at any time.
2. NAL maintains the right to monitor the volume of Internet and network traffic, together with the Internet sites visited. Team Members shall have no expectation of privacy regarding websites visited, and the specific content of any transaction may be monitored without notification. NAL reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy. Specific information can be found in the IT Rules of Engagement policy.

#### **ENFORCEMENT -**

Internal Investigations into possible violations of NAL policies or the law may be conducted by appropriate NAL personnel, such as the IT Security Department, the Human Resources Department, or other authorized group. NAL may also hire an authorized third party to conduct investigations. All Team Members are required to fully cooperate with and assist any investigation when requested to do so. All terms and conditions as stated in this document are applicable to all users of NAL's systems, network, and Internet connection. All terms and conditions as stated in this document reflect an agreement of all parties and should be governed and interpreted in accordance with the policies and procedures mentioned above. Any user violating these policies is subject to disciplinary actions deemed appropriate by NAL.

As with other policies, violation of this policy can subject the Team Member to disciplinary action, up to and including termination. Misuse of NAL's platform can also be considered criminal activity under the Computer Fraud and Abuse Act (CFAA), which protects private businesses' confidential and proprietary electronic business information against misappropriation, unauthorized access, exceeding authorized access, and/or access that impairs the integrity or availability of data, a program, a system, or information.

If a Team Member learns of any misuse of NAL's platform or any other related violations of NAL policy, they should immediately notify a member of management, the Corporate Compliance Manager, Corporate HR Department, the Information Security Officer, or call the **NAL Link Line at (217) 465-6666**.



### **Team Member Handbook Acknowledgment**

I understand that it is my responsibility to read the Salary Team Member Handbook (the “Handbook”). I acknowledge, understand, accept, and agree to comply with the information contained in this Handbook.

The Handbook describes important information about North American Lighting, Inc. (“NAL”), and I understand that I should consult my supervisor regarding any questions not answered in the Handbook. I have entered into my employment relationship with NAL voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or NAL can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described in the Handbook are necessarily subject to change, I acknowledge that revisions to the Handbook may occur, except to NAL’s policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

I acknowledge that I have a duty to report any alleged or suspected violation of any section of the Handbook. I understand that any failure to report alleged or suspected violations of the sections on Harassment-Free Workplace and Standards of Ethics & Conduct is grounds for disciplinary action, up to and including discharge from employment. Furthermore, I acknowledge that this Handbook is neither a contract of employment, a legal document nor an invitation to contract. I understand that it is my responsibility to read and comply with the policies contained in this Handbook and any revisions made to it.

By signing below, I affirm that I have received, understand, agree to abide by, and acknowledge my receipt of this Handbook.

Team Member Name (printed): \_\_\_\_\_

Team Member Signature: \_\_\_\_\_

Location: \_\_\_\_\_

Date: \_\_\_\_\_