

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 15**

NISSAN NORTH AMERICA, INC.	*	Cases	15-CA-145043
	*		15-CA-150431
and	*		15-CA-175295
	*		15-CA-190791
	*		15-CA-194155
KELLY SERVICES, INC.	*		15-CA-197194
	*		
and	*	Cases	15-CA-145053
	*		15-CA-175297
INTERNATIONAL UNION, UNITED	*		
AUTOMOBILE AEROSPACE AND	*		
AGRICULTURAL IMPLEMENT	*		
WORKERS OF AMERICA (UAW)	*		
	*		

**ORDER FURTHER CONSOLIDATING CASES,
FOURTH CONSOLIDATED COMPLAINT AND NOTICE OF HEARING**

On May 31, 2017, a Third Consolidated Complaint and Notice of Hearing issued in Cases 15-CA-145043, 15-CA-150431, 15-CA-175295, 15-CA-190791, and 15-CA-194155 against Nissan North America, Inc. (Respondent Nissan) and in Cases 15-CA-145053 and 15-CA-175297 against Kelly Services, Inc. (Respondent Kelly Services) (collectively, Respondents) alleging that Respondents had engaged in unfair labor practices that violate the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq. Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT those cases are further consolidated with Case 15-CA-197194, filed by International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) (Union), which alleges that Respondent Nissan has engaged in further unfair labor practices within the meaning of the Act.

This Fourth Consolidated Complaint and Notice of Hearing, issued pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, is based on these consolidated cases and alleges that Respondents have violated the Act as described below.

1. The charges in the above cases were filed by the Union, as set forth in the following table, and served upon Respondents on the dates indicated by U.S. mail:

<i>Case No.</i>	<i>Amendment</i>	<i>Respondent</i>	<i>Date Filed</i>	<i>Date Served</i>
15-CA-145043		Nissan	January 26, 2015	January 26, 2015
15-CA-145053		Kelly Services	January 26, 2015	January 26, 2015
15-CA-150431		Nissan	April 20, 2015	April 20, 2015
15-CA-150431	1 st Amended	Nissan	June 29, 2015	June 29, 2015
15-CA-175295		Nissan	May 2, 2016	May 2, 2016
15-CA-175297		Kelly Services	May 2, 2016	May 2, 2016
15-CA-190791		Nissan	January 4, 2017	January 5, 2017
15-CA-194155		Nissan	March 3, 2017	March 3, 2017
15-CA-197194		Nissan	April 20, 2017	April 20, 2017
15-CA-197194	1 st Amended	Nissan	June 23, 2017	June 27, 2017

2(a) At all material times, Respondent Nissan has been a corporation with an office and place of business in Canton, Mississippi (Respondent Nissan's facility) and has been engaged in the manufacture and the nonretail sale of Nissan and Infinity vehicles in North America.

(b) At all material times, Respondent Kelly Services has been a corporation with an office and place of business in Troy, Michigan and a worksite in Canton, Mississippi

(Respondent Kelly Services' facility) and has been engaged in employee recruitment, job placement, and staffing.

3(a) At all material times, Respondent Nissan and Respondent Kelly Services have been parties to a contract which provides that Respondent Kelly Services is the agent for Respondent Nissan in connection with providing business services and securing employees.

(b) At all material times, Respondent Nissan has:

(i) Possessed control over the labor relations policy of Respondent Kelly Services employees working at Respondent Nissan's facility;

(ii) Exercised control over the labor relations policy of Respondent Kelly Services employees working at Respondent Nissan's facility; and

(iii) Administered a common labor policy with Respondent Kelly Services for the employees of Respondent Kelly Services working at Respondent Nissan's facility.

(c) At all material times, Respondent Nissan and Respondent Kelly Services have been joint employers of the employees of Respondent Kelly Services working at Respondent Nissan's facility.

4(a) In conducting its operations annually, Respondent Nissan sold and shipped from its Canton, Mississippi facility goods valued in excess of \$50,000 directly to points outside the State of Mississippi.

(b) In conducting its operations annually, Respondent Kelly Services performed services valued in excess of \$50,000 in States other than the State of Mississippi.

5(a) At all material times, Respondent Nissan has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(b) At all material times, Respondent Kelly Services has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

6. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

7(a) At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent Nissan within the meaning of Section 2(11) of the Act and agents of Respondent Nissan within the meaning of 2(13) of the Act:

Name	Title
Ervin (EJ) Bass	Supervisor
Gary Bennett	Quality Section Manager
Karen Bloodsaw	Supervisor
Ryan Boyer	Department Manager
Mike Busher	Paint System Manager
Greg Davenport	Area Manager
Jay Delancey	Director
Calvin Garner	Section Manager

Carlos Ghosn	CEO
Greg Gibbs	Manager
Clifford Goodlow	Plant Manager
Mark Grubbs	Supervisor
John Harris	Section Manager
Darren Hudson	Supervisor
Tony Kolak	Section Manager
Zebuliagh Cain McWilliams	Supervisor
John Manzel	Area Manager
Jason Nicholson	Supervisor
Otis Thame	Supervisor
Ron Trouch	Plant Supervisor

(b) At all material times, Hal Caudell held the position of Respondent Kelly Services' Manager and has been a supervisor of Respondent Kelly Services within the meaning of Section 2(11) of the Act and an agent of Respondent Kelly Services within the meaning of Section 2(13) of the Act.

(c) At all material times, the following individuals held the positions set forth opposite their respective names and have been agents of Respondents within the meaning of Section 2(13) of the Act:

Name	Title
Johnny Bass	Whelan security officer
Phillip Crain	Assessment Instructor
Artence Holmes	Whelan security officer
Harvey Nelson	Whelan Security Sergeant
Unidentified Female Whelan Security Officer	Security Officer
Unidentified Male Whelan Security Officer	Security Officer

8. About September 16, 2014, Respondents promulgated and since then have maintained a uniform program as set forth in Exhibit A.

9. Respondent Nissan, by Area Manager Karen Bloodsaw, at Respondent Nissan's facility:

(a) About October 29 or 30, 2014, a more specific date currently unknown to the General Counsel, threatened its employees with termination because of their union activities.

(b) About December 9 or 10, 2014, a more specific date currently unknown to the General Counsel, interrogated its employees about their union support.

(c) About December 9 or 10, 2014, a more specific date currently unknown to the General Counsel, threatened its employees with plant closure if they selected the Union as their bargaining representative.

(d) About late January or early February 2015, a more specific date currently unknown to the General Counsel, threatened its employees with plant closure if they selected the Union as their bargaining representative.

(e) About April 17, 2015, threatened its employees with closer supervision because they engaged in union and protected concerted activities.

(f) About April 17, 2015, threatened its employees with unspecified reprisals because they engaged union and protected concerted activities.

(g) About April 17, 2015, threatened to falsify documents in order to discipline and/or discharge employees because they engaged in union and protected concerted activities.

(h) About April 17, 2015, threatened its employees with discharge because they engaged in union and protected concerted activities.

10. About February 22, 2016, Respondents, by unidentified female and male Whelan Security Officers, at Respondent Nissan's facility, confiscated the employee identification badges of employees engaged in union and protected concerted activities.

11. Respondents, by Assessment Trainer Phillip Crain, on social media (Facebook):

(a) About March 22, 2016, threatened employees with plant closure and loss of jobs if they selected the Union as their bargaining representative.

(b) About March 23, 2016, threatened employees with plant closure if they selected the Union as their bargaining representative.

(c) About March 23, 2016, threatened employees by telling them they should not work for Respondents if they did not like Respondents' wage rates.

(d) About March 25, 2016, threatened employees with plant closure if they selected the Union as their bargaining representative.

12. Since about July 5, 2016, Respondent Nissan has maintained the following rules in its Nissan Group of North America Manufacturing Employee Handbook:

(a) You may not take any photos or record audio or video in the plant without authorization.

(b) You may not publish or post photos without authorization.

13. About March 2, 2017, Respondent Nissan, by Whelan security officer Artence Holmes, at Respondent Nissan's facility, prohibited employees from engaging in union and protected concerted activities, including solicitation and distribution activities, while permitting employees to engage in other similar non-work activities.

14. About March 30, 2017, Respondent Nissan, by Supervisor Zebuliagh Cain McWilliams, at Respondent Nissan's facility:

(a) threatened its employees with a loss of wages and benefits if they selected the Union as their bargaining representative.

(b) threatened its employees with plant closure if they selected the Union as their bargaining representative.

(c) interrogated its employees about their union sympathies.

(e) by soliciting employee complaints and grievances, impliedly promised its employees increased benefits and improved terms and conditions of employment if they refrained from union organizational activity.

15. By the conduct described above in paragraphs 8 through 14, Respondents have been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

16. The unfair labor practices of Respondents described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER REQUIREMENT

Respondents are notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, they must file an answer to the fourth consolidated complaint. The answer must be **received by this office on or before August 11, 2017, or postmarked on or before August 10, 2017.** Respondents should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.


An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted

to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the fourth consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on a **date and time, and a location, to be determined**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondents and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this fourth consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: July 28, 2017



M. KATHLEEN McKINNEY
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 15
600 S MAESTRI PLACE, 7th FLOOR
NEW ORLEANS, LA 70130-3414

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Cases 15-CA-145043
15-CA-145053
15-CA-150431
15-CA-175295
15-CA-175297
15-CA-190791
15-CA-194155
15-CA-197194

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

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IMPORTANT NOTICE

The date, which has been set for hearing in this matter, should be checked immediately. If there is proper cause for not proceeding with the hearing on that date, a motion to change the date of hearing should be made within fourteen (14) days from the service of the complaint. Thereafter, it may be assumed that the scheduled hearing date has been agreed upon and that all parties will be prepared to proceed to the hearing on that date. Later motions to reschedule the hearing generally may not be granted in the absence of a proper showing of unanticipated and uncontrollable intervening circumstances.

All parties are encouraged to fully explore the possibilities of settlement. Early settlement agreements prior to extensive and costly trial preparation may result in substantial savings of time, money and personnel resources for all parties. The Board agent assigned to this case will be happy to discuss settlement at any mutually convenient time.


M. KATHLEEN McKINNEY
REGIONAL DIRECTOR

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.

- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.
- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

Uniform Program Q&A's – Canton Vehicle Assembly Plant

September 16, 2014

1. Why is Nissan implementing a Standard Uniform Program?

The Uniform Program promotes teamwork and pride in the workplace. It also encourages our workforce to be strong brand ambassadors in the community for the products we build. At our vehicle assembly plants in Smyrna and Canton, the Uniform Program also supports one of our most important quality initiatives, which is to reduce vehicle mutilation (chips, dents and scratches) caused by contact with items such as metal clothing rivets, zippers, buttons and belt buckles.

2. Will all of Nissan's U.S. manufacturing sites adopt a Standard Uniform Program?

Yes. The Battery Plant, Canton Vehicle Assembly Plant, Decherd Powertrain Plant, Infiniti Decherd Powertrain Plant and Smyrna Vehicle Assembly Plant all will implement a Standard Uniform Program. A uniformed manufacturing team is standard for Nissan plants globally.

3. Which employees/employee groups will be required to wear a uniform as part of the new Uniform Program?

The vision is to create a "One Team" spirit through the Uniform Program. While the program will evolve over time and may be expanded in the future to include additional groups, the initial rollout will focus on outfitting Nissan production personnel who regularly come into contact with vehicles during the production cycle. The chart below shows which employees/employee groups will participate in the Uniform Program based on current planning. Maintenance personnel are included but will continue to wear the required protective material uniform offerings.

Employee Group	Participating/In Scope (Yes or No)
Nissan technicians and Kelly associates	YES
Maintenance technicians and other maintenance personnel	YES
MINACT employees	YES
All shop floor management and support staff	YES
Nissan Foreign Service Assignment (FSA) production support employees	YES
Administrative employees (Nissan and Kelly)	Required to wear jacket on shop floor

Exhibit A

4. When will the new Uniform Program begin?

The fitting process for program participants will begin in September at the Canton Vehicle Plant. The procedure for employee fittings will be based on the blood drive scheduling model of taking employees off-line. Initial uniform distribution should begin in early October. Employees will pick up their uniforms at a new distribution center located within the Nissan Training Center.

5. Which items are required as part of the new Uniform Program, and how many items will be issued to eligible employees under the program?

The standard uniform for non-maintenance employees includes the following items: short-sleeve shirts, pants and/or shorts, a belt and light-weight jacket. For the initial distribution the current plan calls for issuing each eligible employee 5 shirts, 5 pants or shorts (can be a mix of pants and shorts for a total of 5 items), a belt and a light-weight jacket. Additional program-approved items may be purchased at the employee's expense.

6. Will the uniform include a choice of colors, cuts and materials?

- The standard uniform will be a red polo shirt, gray/charcoal pants or shorts, a black belt and gray jacket.
- There will be men's and women's cuts/sizes.
- Shirts initially will be available in 100% cotton and a cotton-poly blend. A Dry Fit-type material also will be offered in shirts for employee purchase in the first quarter of 2015.

7. Will the uniforms (shirts and jackets) include the employee's name on them?

No. The uniforms will have the Nissan wordmark and the American Flag on the sleeve.

8. Will long-sleeve shirts be available?

Long-sleeve shirts will not be offered as part of the initial program, but Nissan will consider long-sleeve options for Program Year 2. In addition to the light-weight jacket that will be provided, employees may wear long-sleeve shirts under their uniform polo as long as the shirt meets the following standards:

- It is a solid in color (preferably gray, black or white)
- It does not include any visible text, logos or other graphic expressions
- It does not violate standards to prevent vehicle mutilation

9. Can employees buy their own pants if they are the correct color and blend?

For vehicle quality reasons, employees are required to wear the company-issued uniform pants and shorts.

10. Will t-shirts be offered as part of the Standard Uniform Program?

T-shirts will be offered only to paint employees who are required to wear a paint suit.

11. Are shorts allowed in all areas of the plant?

No. For safety reasons, shorts are not allowed for employees who work in certain areas, including the Body and Stamping plants.

12. Will a company hat/cap be provided as part of the Uniform Program?

Hats/caps are not part of the Nissan-provided uniform program. Unless required for safety reasons in the employee's work area, hats/caps are optional and available at the employee's expense.

13. Will shoe requirements change as part of the Uniform Program?

Shoes are not part of the Nissan-provided uniform program and requirements are not changing. Employees must wear shoes with all-leather uppers. Additional shoe requirements may apply in some areas and will remain unchanged.

14. Will employees be allowed to wear just the shirts or just the pants?

Employees must wear both items (approved shirt and approved pants or shorts) to comply with the Uniform Program Policy.

15. Will Nissan employees be allowed to wear their old uniforms?

No. Once employees receive their new uniforms, only the uniforms approved within the Standard Uniform Program can be worn. Exceptions may apply to certain groups, such as Maintenance personnel required to wear flame resistant/Arc Flash uniforms.

16. Will employees be allowed to alter their uniforms?

Alterations (at the employee's expense) are fine for the purposes of ensuring a better/comfortable fit (e.g. hemming pants). Uniforms should not be altered in any way that changes the original appearance or structural integrity of the garment. Examples of non-permissible alterations include, but are not limited to, removal of sleeves, collars, shortening of shorts above the knees and changes that could contribute to vehicle mutilation.

17. Will we still be allowed to wear polo shirts from the Nissan company store?

Only shirts approved within the Standard Uniform Program will be allowed to be worn during scheduled work hours and shifts for Nissan employees covered under the scope of this program.

18. Will Fridays still be considered "Casual Fridays" at manufacturing locations?

For employees included in the scope of the program uniforms are required for every shift period. There will be no Casual Friday distinction.

19. What will happen if an employee chooses not wear the uniform?

Employees who do not comply with the Uniform Program will be asked to go home and come back with their uniform or given the option to purchase appropriate uniform clothing from the employee store. Time taken to retrieve or purchase uniform items will be unpaid time. If the employee fails to comply with those options and does not return to work in uniform the following work day, it will be treated as an unexcused absence and subject to corrective action as outlined in the Attendance Policy. In this regard, Nissan's policy on uniforms will follow our current policy on dress code violations.

20. How often will employees be allowed to order replacements?

Employees will be able to order replacement uniforms every 12 months.

21. What happens if the uniforms received by an employee are the wrong size from what was originally ordered? Can they be exchanged?

Yes

22. Will employees have an opportunity to try on uniform samples for sizing purposes?

Yes. Details will be communicated by location when plans are finalized.

23. Can employees order more uniforms if they gain/lose weight or become pregnant?

- Under the new program, employees are only allowed to reorder uniforms every 12 months.
- Employees may purchase additional uniforms for any reason (at their own expense) through the Nissan Company Store/Employee Store. Uniform items sold through the Nissan Company Store will be sold at Nissan's cost (with no markup).
- Pregnancies and other special situations will be accommodated.

24. What about employees who have concerns/issues with wearing a uniform due to religious or faith-based reasons?

Nissan has a diverse workforce, and we will make respectful accommodations for religious or faith-based reasons. Employees who have a potential religious or faith-based conflict should speak to their supervisor.

25. Will employees be expected to wear their shirts tucked in?

Yes

26. Can personal clothing be worn over or under uniforms?

Personal clothing can be worn under the Nissan uniform. The Nissan uniform must be the visible outer layer of clothing. Clothing worn under the Nissan uniform that is visible must be of a solid color with no logos, expressions or other written material.

27. Will a heavy coat/coveralls be provided for employees who work outside?

Other than the lightweight Nissan program jacket, outerwear such as a heavy coat will not be provided to employees under the uniform program. Employees whose work takes them outside and in inclement weather will be allowed to wear an appropriate outer layer of clothing if desired.

28. Are employees required to wear their uniform to work or can they change into their uniform once they get to work?

For convenience, we expect that most employees will wear their uniform to work. However, employees may change at work as long as you are in uniform when in the production area.

29. If an employee visits the plant to turn in paperwork on any type follow up (medical leave, short-term disability, etc.), will the employee be required to wear a uniform?

Generally no, but it depends on whether or not you will be on the shop floor. If you are visiting admin areas, the Human Resources Department or the medical clinic, uniforms **will not** be required. If you are following up with your supervisor or manager on the production floor, uniforms **will** be required.

30. Will the Paint Plant areas follow the Standard Uniform Program?

Paint plant employees will be issued the standard uniform complement offered by Nissan. However, accommodations will be made for paint plant employees who wear a Nissan jumpsuit during their normal shift.

31. Will Maintenance personnel be required to wear the new uniforms?

Because Maintenance employees have special uniform requirements (flame-resistant, ARC Flash material), they will continue to wear the uniforms designated for their required level of protection. Maintenance employees will be eligible to order new uniforms at the start of this program.

32. If I currently have an anti-mutilation leather belt and/or one of the Nissan light-weight jackets sourced from Japan, are they approved items for this program?

Yes, you may continue to wear those specific items under the new uniform program.

33. Can employees from other Nissan locations (for example, Franklin-based employees who visit manufacturing sites on business) wear/purchase uniforms?

They will not be able to order uniforms through the formal program. However, they may purchase uniform items from the Nissan Company Store/Employee Store.

34. If an employee's uniform is damaged on the job and it is rendered unwearable, will he or she be able to obtain a replacement item without having to pay for it or go home to get a fresh uniform?

Yes, Nissan will provide the employee with a like or similar item to replace the damaged one. The employee must first obtain approval from the chain of command in his or her work area (e.g. supervisor, manager and senior manager). This procedure does not apply to what would be considered normal soiling or normal wear and tear.

35. Will an employee be allowed to pick up the uniforms for a fellow employee at the distribution center?

No. It is important that each employee pick up his or her own uniform items to maintain accurate records of distribution and for re-order eligibility purposes. Employees will be asked to show their Nissan-issued ID at uniform pickup.

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