

Braddock Metallurgical, Inc.

Employee Handbook

SOUTH CAROLINA

This acknowledgement should be signed by the employee and given to the employee.

PURSUANT TO SOUTH CAROLINA LAW, I ACKNOWLEDGE AND UNDERSTAND THAT THIS EMPLOYEE HANDBOOK DOES NOT CREATE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT BETWEEN BRADDOCK METALLURGICAL, INC. AND ME.

I AGREE AND ACKNOWLEDGE THAT I AM AN AT-WILL EMPLOYEE, MEANING THAT I CAN QUIT OR BE TERMINATED AT ANY TIME, FOR ANY REASON OR NO REASON. I AGREE AND ACKNOWLEDGE THAT THIS AT-WILL RELATIONSHIP CANNOT BE ALTERED AND THAT NO CONTRACT CAN BE FORMED REGARDING ANY TERM OR CONDITION OF EMPLOYMENT UNLESS IT IS IN WRITING AND SIGNED BY THE PRESIDENT.

I ALSO AGREE AND ACKNOWLEDGE THAT THIS IS THE FIRST PAGE OF THE HANDBOOK GIVEN TO ME.

Employee Signature

Date

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Date

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Employee Handbook



January 1, 2023

ABOUT THIS HANDBOOK/DISCLAIMER

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with Braddock Metallurgical, Inc. Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Supervisors and Human Resources also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. Braddock Metallurgical, Inc. adheres to the policy of employment at will, which permits Braddock Metallurgical, Inc. or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No Braddock Metallurgical, Inc. representative other than the President may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Braddock Metallurgical, Inc. documents. These Braddock Metallurgical, Inc. documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general Braddock Metallurgical, Inc. guidelines. Braddock Metallurgical, Inc. may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and the President.

This handbook supersedes all prior handbooks.

Table of Contents

Section 1 - Governing Principles of Employment	8
1-1. Welcome to Braddock!	8
1-2. PEO Relationship	9
1-3. Equal Employment Opportunity	9
1-4. Non-Harassment	9
1-5. Drug-Free and Alcohol-Free Workplace	11
1-6. Drug Testing and Substance Abuse	12
1-7. Workplace Violence	16
Section 2 - Operational Policies	18
2-1. Employee Classifications	18
2-2. Introductory Period	18
2-3. Your Employment Records	18
2-4. Working Hours and Schedule	19
2-5. Timekeeping Procedures	19
2-6. Overtime	19
2-7. Travel Time for Non-Exempt Employees	20
2-8. Safe Harbor Policy for Exempt Employees	20
2-9. Your Paycheck	21
2-10. Direct Deposit	22
2-11. Performance Review	22
2-12. Job Postings	22
2-13. Emergency Closings	22
2-14. Biometric Information Privacy Policy	23
Section 3 - Benefits	25
3-1. Benefits Overview	25
3-2. Paid Holidays	25
3-3. Paid Vacations	26
3-4. Sick Days	27
3-5. Lactation Breaks	28
3-6. Workers' Compensation	28
3-7. Jury Duty	28
3-8. Bereavement Leave	29
3-9. Voting Leave	29
3-10. Insurance Programs	29

Table of Contents

3-11. Employee Assistance Program	29
3-12. Retirement Plan	30
Section 4 - Leaves of Absence	31
4-1. Personal Leave	31
4-2. Military Leave	31
Section 5 - General Standards of Conduct	33
5-1. Workplace Conduct	33
5-2. Progressive Corrective Action	34
5-3. Punctuality and Attendance	35
5-4. Use of Communications and Computer Systems	36
5-5. Use of Social Media	37
5-6. Personal and Company-Provided Portable Communication Devices	37
5-7. Inspections	39
5-8. Smoking	39
5-9. Personal Visits and Telephone Calls	39
5-10. Solicitation and Distribution	39
5-11. Bulletin Boards	39
5-12. Confidential Company Information	40
5-13. Conflict of Interest and Business Ethics	40
5-14. Use of Facilities, Equipment and Property, Including Intellectual Property	41
5-15. Health and Safety	41
5-16. Hiring Relatives/Employee Relationships	42
5-17. Employee Dress and Personal Appearance	42
5-18. Publicity/Statements to the Media	42
5-19. Operation of Vehicles	43
5-20. Business Expense Reimbursement	43
5-21. Employment Verifications	44
5-22. If You Must Leave Us	44
5-23. A Few Closing Words	44
Section 6 - Florida Addendum	45
6-1. Domestic Violence Leave	45
Section 7 - Georgia Addendum	46
7-1. Lactation Accommodations	46
Section 8 - New Jersey Addendum	47

Table of Contents

8-1. Equal Employment Opportunity	47
8-2. Pregnancy Accommodations	47
8-3. Earned Sick and Safe Leave	48
8-4. Statutory Short-Term Disability Benefits	51
8-5. Pre-Tax Transportation Fringe Benefit	51
8-6. New Jersey Family Leave Insurance Benefits	51
8-7. Family and Medical Leave	52
Section 9 - New York Addendum	62
9-1. Sick Leave	62
9-2. Westchester County Safe Time Leave	64
9-3. Lactation Breaks	65
9-4. Jury Duty Leave	65
9-5. Witness Leave	66
9-6. Voting Leave	66
9-7. Statutory Short-Term Disability Benefits	66
9-8. Family Military Leave	66
Section 10 - North Carolina Addendum	67
10-1. School Attendance Leave	67
Section 11 - South Carolina Addendum	68
11-1. Pregnancy Accommodations	68
11-2. Lactation Accommodation	69
General Handbook Acknowledgment	70
Receipt of Non-Harassment Policy	71
Time Clock Acknowledgement and Receipt	74
New York: Receipt of Non-Harassment Policy	75

Section 1 - Governing Principles of Employment

1-1. Welcome to Braddock!

On behalf of *Braddock*, welcome aboard!

Braddock is people: people who enjoy the combined creativity of a company which firmly believes that employees are the organization and that excellent service to our customers is our goal.

Braddock is operated in the interest of five groups: its customers, its suppliers, its shareholders, its employees and its community. It is the duty of management to balance the interests of each for the benefit of all.

As a member of *Braddock*'s family of employees, we want you to understand the benefits you enjoy, as well as to know the guidelines we all must live by. Therefore, we have prepared this employee guide to explain our policies and benefits, all of which are developed to help make *Braddock* a desirable, rewarding and profitable place to work.

Every employee should read and keep this booklet for reference purposes. It explains in general those subjects which are of interest to you as a *Braddock* employee.

Our employees are encouraged to regard their work as important. Ideas from employees are valued in making company decisions. By increasing involvement, we promote the feeling of self-determination and foster growth of both the individual and the company. We encourage employees to become more competent today than they were yesterday.

We maintain a professional atmosphere in our company that demands high standards from everyone. This attitude reflects the quality service which we provide for our customers. It is vital that our high standards of quality and performance are apparent and therefore should be obvious to our customers, employees and visitors. This guide is your personal reference to our company's philosophies, policies and benefits. Please read it thoroughly to become familiar with our company, what you can expect and what is expected from you. This Employee Guide is intended solely as a reference tool. It is not an employment contract and in no way guarantees continued employment or benefits.

The policies and benefits offered by *Braddock* may change from time to time and the company reserves the right to modify any provision in this guide at anytime without prior notice in order to benefit the company and meet the needs of its customers.

If you have any questions either about the information in this manual or about your employment with *Braddock*, please ask your supervisor for clarification. We look forward to your success with our company.

George Gieger

President

1-2. PEO Relationship

Braddock Metallurgical, Inc. has selected CoAdvantage as its professional employer organization (PEO) to provide administrative employer services pursuant to a co-employment relationship. While CoAdvantage is a valued HR administrative partner of Braddock Metallurgical, Inc., Braddock Metallurgical, Inc. will maintain day-to-day direction of your employment, your employment duties and manage your place of business. Unless specifically set forth, those policies, procedures, rate of pay, hours of work and employment practices are solely the responsibility of Braddock Metallurgical, Inc. Unless specifically delineated, CoAdvantage does not have responsibility over your employment or employment conditions.

1-3. Equal Employment Opportunity

Braddock Metallurgical, Inc. is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, arrest record, genetic information or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

The Braddock Metallurgical, Inc. will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Braddock Metallurgical, Inc.'s operations. If you wish to request such an accommodation, please speak to your Supervisor.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of their Supervisor. The Braddock Metallurgical, Inc. will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels they have been subjected to any such retaliation, they should bring it to the attention of his/her Supervisor. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations.

1-4. Non-Harassment

It is Braddock Metallurgical, Inc.'s policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by Braddock Metallurgical, Inc.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Braddock Metallurgical, Inc. premises, while on Braddock Metallurgical, Inc. business (whether or not on Braddock Metallurgical, Inc. premises) or while representing Braddock Metallurgical, Inc. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;

9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the Employee's Supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact any member of management. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, Braddock Metallurgical, Inc. will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

1-5. Drug-Free and Alcohol-Free Workplace

Braddock Metallurgical, Inc is a Drug Free Employer.

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Braddock Metallurgical, Inc. property, and to ensure efficient operations, Braddock Metallurgical, Inc. has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for Braddock Metallurgical, Inc.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances (including medical marijuana), drug paraphernalia or alcohol by an individual anywhere on Braddock Metallurgical, Inc. premises, while on Braddock Metallurgical, Inc. business (whether or not on Braddock Metallurgical, Inc. premises) or while representing Braddock Metallurgical, Inc., is strictly prohibited. Employees and other individuals who work for Braddock Metallurgical, Inc. also are prohibited from reporting to work or working while they are

using or under the influence of alcohol or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns. However, this exception does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent the employee is subject to any drug testing requirement, except as permitted by and in accordance with applicable law.

Violation of this policy will result in disciplinary action, up to and including discharge.

Braddock Metallurgical, Inc. maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Braddock Metallurgical, Inc. employee, including themselves.

Braddock Metallurgical, Inc is a Drug Free Employer.

1-6. Drug Testing and Substance Abuse

Purpose & Goal

Braddock Metallurgical, Inc is a Drug Free Employer.

The Company is committed to protecting the safety, health, and well-being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

The Company encourages employees to voluntarily seek help with drug and alcohol problems. All employees are prohibited from reporting to work or being subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

Covered Workers

Any individual who conducts business for the Company, is applying for a position, or is conducting business on the Company's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to all employees.

Applicability

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the Company. Therefore, this policy applies during all working hours, whenever conducting business or representing the Company, including Company-sponsored events.

Prohibited Conduct

Alcohol: This policy prohibits any employee from being impaired by alcohol while on company business or at any time during the hours between the beginning and ending of the employee's work day, whether on duty or not, and whether on company property or not. This policy also prohibits any employee from bringing alcohol onto Company premises or property or using, consuming, transferring, selling, or attempting to sell or transfer alcohol while on Company business or at any

time during the hours between the beginning and ending of the employee's work day, whether on Company property or not, except as specifically authorized by the Company.

Illegal Drugs: This policy prohibits any employee from bringing onto Company premises or property, having possession of, being under the influence of or using, consuming, transferring, selling, or attempting to sell or transfer any form of illegal drug while on Company business or at any time during the hours between the beginning and ending of the employee's work day, whether on duty or not, and whether on employer property or not.

For purposes of this policy, an "illegal drug" is any drug (a) which is not legally obtainable; (b) which may be legally obtainable but has not been legally obtained by the employee or (c) which is being used in a manner or for a purpose other than as prescribed for the employee.

Prescription and Over-the-Counter Drugs: This policy prohibits any employee from abusing prescription medications or over-the-counter drugs while on Company business or at any time during the hours between the beginning and ending of the employee's work day, whether on duty or not, and whether on Company property or not.

For purposes of this policy, "prescription or over-the-counter drug abuse" means taking medications that were prescribed for someone else, using prescription drugs or over-the-counter drugs for a purpose other than for which they were prescribed or manufactured, or other than in accordance with the doctor's instructions or recommended dosages.

Employees are expected to consult with their physicians regarding the effect of medications prescribed for them and to consult any package warnings for over-the-counter drugs. When you are taking a prescription or over-the-counter drug that can or will have an effect on your normal mental and/or physical state or interfere with work such as operating vehicles, machinery, equipment, etc., you should inform your immediate supervisor so that an accommodation may be made, when possible and reasonable, to allow you to continue job performance without endangering your health and safety or the health and safety of others.

Searches

Entering the Company's property constitutes consent to searches and inspections. If an individual is suspected of violating the drug-free workplace policy, he or she may be asked to submit to a search or inspection at any time. Searches can be conducted of lockers, wallets, purses, briefcases and lunchboxes, desks and work stations, and vehicles and equipment.

Drug & Alcohol Testing

To ensure the accuracy and fairness of our testing program, all Federal Aviation Administration (FAA) and Department of Transportation (DOT) testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable and will include a screening test; a confirmation test, the opportunity for a split sample, review by a Medical Review Officer, (including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result); and a documented chain of custody.

All drug-testing information will be maintained in separate confidential records.

Each employee, as a condition of employment, may be required to participate in the following types of drug testing upon selection or request of management:

- Pre-employment
- Post-rehabilitation
- Post-accident
- Random
- Reasonable suspicion
- Return-to-duty

Braddock Metallurgical, Inc follows the FAA-mandated drug and alcohol testing, which includes:

- Amphetamines (amphetamines, methamphetamines, speed)
- Cannabinoids (marijuana, hash)
- Cocaine (cocaine, crack, benzoylecgonine)
- Opiates (heroin, opium, codeine, morphine)
- Phencyclidine (PCP)
- Alcohol

Other substances tested for are:

- Barbiturates (Phenobarbital, Secobarbital, Butalbital)
- Benzodiazepines (Valium, Xanax, Librium, Serax, Rohypnol)
- Methaqualone (Quaaludes)
- Methadone
- Propoxyphene (Darvon compounds)

Unless state law dictates otherwise, the testing for the presence of alcohol will be conducted by analysis of breath. Testing for the presence of the metabolites of drugs will be conducted through the analysis of urine.

According to company policy, any employee who tests positive will be terminated immediately.

Employees will be subject to the same consequences of a positive test if they refuse the screening or the test, adulterate or dilute the specimen, substitute the specimen with that from another person or send an imposter, will not sign the required forms, or refuse to cooperate in the testing process in such a way that prevents completion of the test.

Confidentiality All information received by the Company through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

Communication

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- All employees will receive a written copy of the policy via this handbook.

- The policy will be reviewed in orientation sessions with new employees.
- The policy and assistance programs will be reviewed on site at safety meetings with your Plant Manager.
- Employee education about the dangers of alcohol and drug use can be accessed on the employee CoAdvantage Quantum website page. Directions from your CoAdQuantum Dashboard is: MyBenefits > Benefits Education Center> View Documents > CoAd Plan Summaries > EAP Program Free to All Employees. This directs you to the Employee Assistance Program telephone number, website and mobile app for download and assistance 24/7 which is completely confidential.

Every supervisor will receive training to help him/her recognize and manage employees with alcohol and other drug problems.

Consequences of Failure to Comply with this Policy

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

If an employee violates any provision of this policy, he or she will be immediately removed from duty, referred to a substance abuse professional for assessment and recommendations and required to pass a Return-to-Duty test and sign a Return-to-Work Agreement. This employee will also be subject to ongoing and unannounced follow-up testing. Nothing in this policy prohibits the employee from being subject to corrective action or discharged for other violations and/or performance issues.

Employee Assistance Program

The Company recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- Offers assistance with alcohol and drug problems through the Employee Assistance Program (EAP) to all employees and their dependent family members.
- It allows the use of accrued, unused paid leave or unpaid leave, subject to supervisory approval, while seeking treatment for alcohol and other drug problems.

The Company may suspend the imposition of corrective action subject to an employee's successful participation and completion in an alcohol or drug dependency treatment or rehabilitation program, but such suspension of corrective action will be at the sole discretion of the Company. Employees will not be able to avoid corrective action for violation of this policy if they do not meet the standards of job performance established for their position, even if the lack of performance is due to alcoholism or drug dependency. The direct number for the Employee Assistance Program is 866-570-3478.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to refrain from reporting to work or being on call for work while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment
- Support fellow workers in seeking help
- Use the Employee Assistance Program
- Report dangerous behavior to their supervisor

It is the Plant Manager's responsibility to:

- Inform employees of the drug-free workplace policy
- Observe employee performance
- Investigate reports of dangerous practices
- Document negative changes and problems in performance
- Counsel employees as to expected performance improvement
- Refer employees to the Employee Assistance Program
- Clearly state consequences of policy violations

State Laws and Regulations

Please see the state supplement for further information on any state laws or regulations concerning drug testing. Where state laws vary from the policy outlined above, the Company will follow the applicable state law or regulations.

Contact Information

If you have any questions concerning this policy, please contact your supervisor or a member of the management team.

1-7. Workplace Violence

Braddock Metallurgical, Inc. is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Braddock Metallurgical, Inc. and personal property.

Braddock Metallurgical, Inc. does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, Braddock Metallurgical, Inc. specifically discourages employees from engaging in any physical confrontation with a violent or potentially violent individual. However, Braddock Metallurgical, Inc. does expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular

person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Braddock Metallurgical, Inc. policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any Braddock Metallurgical, Inc. employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Braddock Metallurgical, Inc. premises.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede Braddock Metallurgical, Inc.'s ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If Braddock Metallurgical, Inc. determines, after an appropriate good faith investigation, that someone has violated this policy, Braddock Metallurgical, Inc. will take swift and appropriate corrective action.

If the employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for Braddock Metallurgical, Inc. to be aware of any potential danger in its offices. Indeed, Braddock Metallurgical, Inc. wants to take effective measures to protect everyone from the threat of a violent act by employees or by anyone else.

Section 2 - Operational Policies

2-1. Employee Classifications

For purposes of this handbook, all Braddock Metallurgical, Inc. employees fall within one of the classifications below.

Full-Time Employees - Employees who regularly work at least 30 hours per week who were not hired on a short-term basis.

Part-Time Employees - Employees who regularly work fewer than 30 hours per week who were not hired on a short-term basis.

Short-Term Employees - Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term employees generally are not eligible for Braddock Metallurgical, Inc. benefits, but are eligible to receive statutory benefits.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

2-2. Introductory Period

The first 90 Days of your employment is an introductory period. This is an opportunity for the Braddock Metallurgical, Inc. to evaluate the employee's performance. It is also an opportunity for the employee to decide whether they are happy being employed by the Braddock Metallurgical, Inc. The Braddock Metallurgical, Inc. may extend the introductory period if it desires. Completion of the introductory period does not alter an employee's at-will status.

Braddock Metallurgical, Inc. will conduct a formal performance review at the end of the introductory period.

2-3. Your Employment Records

In order to obtain their position, employees have provided personal information, such as address and telephone number. This information is contained in their personnel file.

Employees should keep their personnel file up to date by informing the employee's supervisor and/or the Human Resources Department of any changes. Employees also should inform the employee's supervisor and/or the Human Resources Department of any specialized training or skills they acquire, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach employees in a crisis could cause a severe health or safety risk or other significant problem.

2-4. Working Hours and Schedule

Normal working hours vary from plant to plant. Day shifts, evening shifts and overnight shifts are set by Plant Managers and specific locations.

Employees will be assigned a work schedule and will be expected to begin and end work according to the plant schedule. To accommodate the needs of the business, at some point Braddock Metallurgical, Inc. may need to change individual work schedules on either a short-term or long-term basis.

Employees will be provided meal and rest periods as required by law. A supervisor will provide further details.

2-5. Timekeeping Procedures

Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees must punch in and out of their time clock and may not start work until their scheduled starting time to the end of their shift.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who will attempt to correct legitimate errors.

2-6. Overtime

Like most successful companies, Braddock Metallurgical, Inc. experiences periods of extremely high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their normal hourly wage for all time worked in excess of 40 hours each week, unless otherwise required by law.

Employees may work overtime only with prior management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 5 a.m. on Monday and ends 168 hours later at 5 a.m. on the following Monday.

2-7. Travel Time for Non-Exempt Employees

Overnight, Out-of-Town Trips

Non-exempt employees will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled work days (such as weekends). Non-exempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance management authorization.

Out-of-Town Trips for One Day

Non-exempt employees who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things: time spent traveling between the employee's home and the local railroad, bus or plane terminal; and meal periods.

Local Travel

Non-exempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip home, however, is non-compensable when the employee goes directly home from the final job site, unless it is much longer than the regular commute home from the regular worksite. In such case, the portion of the trip home in excess of the regular commute is compensable.

Commuting Time

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. However, if a non-exempt employee regularly reports to a worksite near their home, but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable.

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half (1-1/2) times the regular rate.

To the extent that applicable state law provides greater benefits, state law applies.

2-8. Safe Harbor Policy for Exempt Employees

It is Braddock Metallurgical, Inc.'s policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for Braddock Metallurgical, Inc. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for the plan, policy or practice or after the employee has exhausted the leave allowance under the plan);
- full-day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave Act absences (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- the first or last week of employment in the event the employee works less than a full week; and
- any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness or disability;
- an absence because Braddock Metallurgical, Inc. has decided to close a facility on a scheduled work day;
- absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact the Human Resources Department or any other supervisor in Braddock Metallurgical, Inc. with whom the employee feels comfortable.

2-9. Your Paycheck

Employees will be paid regularly, weekly or monthly, for all the time worked during the payroll processing period.

Payroll stubs itemize deductions made from gross earnings. By law, Braddock Metallurgical, Inc. is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will

differentiate between regular pay received and overtime pay received.

If there is an error in any employee's pay, the employee should bring the matter to the attention of your Supervisor and/or the Human Resources Department immediately so Braddock Metallurgical, Inc. can resolve the matter quickly and amicably.

Paychecks will be given only to the employee, unless the employee requests that they be mailed or authorizes in writing that another person may accept the check.

2-10. Direct Deposit

Braddock Metallurgical, Inc. encourages employees to utilize electronic means of pay, or may issue live payroll checks. Direct Deposit Authorization forms are available from the Human Resources Department or the CoAdvantage employee portal.

Employees that do not have the ability to do direct deposit also have the option of getting a rapid! PayCard card through CoAdvantage in partnership with The Bancorp Bank.

For more information, please refer to your the Human Resources Department.

2-11. Performance Review

Depending on the employee's position and classification, Braddock Metallurgical, Inc. endeavors to review performance periodically. However, a positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, Braddock Metallurgical, Inc. encourages employees and supervisors to discuss job performance on a frequent and ongoing basis.

2-12. Job Postings

Braddock Metallurgical, Inc. is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion and transfer opportunities.

For more about job postings, please go to our website, <https://www.braddockmt.com/>.

2-13. Emergency Closings

At times, emergencies such as severe weather, fires, power failures, or earthquakes can disrupt Company operations. In extreme cases, these circumstances may require the closing of a work facility.

When the company chooses to officially close operations due to emergency conditions, the time off from scheduled work will be paid for if the employee is punched in at work on the day of the emergency for the hours he/she was scheduled to work. If operations are officially closed due to emergency conditions beyond this timeframe, the time off from scheduled work will be unpaid.

However, with supervisory approval, employees may use available paid leave time, such as unused paid time off benefits. Exempt employees will be paid to the extent required by law.

If the Company remains open and employees make the decision not to report to work, they will be expected to use any available paid time off benefits to cover their absence, consistent with the Company's paid time off policy. If no further unused, accrued time off is available to cover their absence, the time may be considered unpaid. The Company encourages all employees to use their best judgment in deciding whether or not they can safely commute to work.

Employees should discuss remote working options with their supervisors prior to performing any work remotely during inclement weather or an emergency office closing. If working remotely is approved, employees should ensure they report any time worked as necessary.

Employees are expected to provide their supervisors with a method to contact them if the need should arise during an emergency or inclement weather. Please contact your supervisor or the Human Resources Department if you have any questions regarding this policy.

2-14. Biometric Information Privacy Policy

Biometric Information Privacy Policy

Braddock Metallurgical, Inc. has adopted the following biometric information privacy policy:

Definitions

"Biometric Data", including biometric identifiers and biometric information, means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, regardless of how it is captured, converted, stored, or shared, which is used to identify an individual.

Purpose for Collection of Biometric Data

Braddock Metallurgical, Inc. and the vendor of Braddock Metallurgical, Inc.'s time and attendance software collect, store, and use biometric data solely for employee identification and fraud prevention purposes.

Disclosure and Authorization

To the extent that Braddock Metallurgical, Inc. and the vendor of Braddock Metallurgical, Inc.'s time and attendance software collect, capture, or otherwise obtain biometric data relating to an employee, Braddock Metallurgical, Inc. must first:

- a. Inform the employee in writing that Braddock Metallurgical, Inc. and the vendor of Braddock Metallurgical, Inc.'s time and attendance software are collecting, capturing, or otherwise obtaining the employee's biometric data, and that Braddock Metallurgical, Inc. is providing such biometric data to the vendor of Braddock Metallurgical, Inc.'s time and attendance software;
- b. Inform the employee in writing of the specific purpose and length of time for which the employee's biometric data is being collected, stored, and used; and
- c. Receive a written release signed by the employee (or his or her legally authorized representative) authorizing Braddock Metallurgical, Inc. and the vendor of Braddock Metallurgical, Inc.'s time and attendance software to collect, store, and use the employee's biometric data for the specific purposes disclosed by Braddock Metallurgical, Inc., and for

Braddock Metallurgical, Inc. to provide such biometric data to the vendors and the licensor of Braddock Metallurgical, Inc.'s time and attendance software.

Braddock Metallurgical, Inc. and the vendors of Braddock Metallurgical, Inc.'s time and attendance software will not sell, lease, trade, or otherwise profit from employees' biometric data; provided, however, that Braddock Metallurgical, Inc.'s vendor of Braddock Metallurgical, Inc.'s time and attendance software may be paid for products or services used by Braddock Metallurgical, Inc. that utilize such biometric data.

Time Clock Acknowledgement and Receipt Disclosure

Braddock Metallurgical, Inc. will not disclose or disseminate any biometric data to anyone other than the vendor of Braddock Metallurgical, Inc.'s time and attendance software without/unless:

- a. First obtaining written employee consent to such disclosure or dissemination;
- b. The disclosed data completes a financial transaction requested or authorized by the employee;
- c. Disclosure is required by state or federal law or municipal ordinance; or
- d. Disclosure is required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction.

Retention Schedule

Braddock Metallurgical, Inc. shall retain employee biometric data only until, and shall request that the vendor of Braddock Metallurgical, Inc.'s time and attendance software permanently destroy such data when the first of the following occurs:

- a. The initial purpose for collecting or obtaining such biometric data has been satisfied, such as the termination of the employee's employment with Braddock Metallurgical, Inc., or the employee moving to a role within Braddock Metallurgical, Inc. for which the biometric data is not used; or
- b. Within 1 year of the employee's last interaction with Braddock Metallurgical, Inc.

Data Storage

Braddock Metallurgical, Inc. shall use a reasonable standard of care to store, transmit and protect from disclosure any paper or electronic biometric data collected. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Braddock Metallurgical, Inc. stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.

Section 3 - Benefits

3-1. Benefits Overview

In addition to good working conditions and competitive pay, it is Braddock Metallurgical, Inc.'s policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs Braddock Metallurgical, Inc. provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from the Human Resources Department. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, Braddock Metallurgical, Inc. (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While Braddock Metallurgical, Inc. intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact the Human Resources Department.

3-2. Paid Holidays

Full-time employees will be paid for the following holidays:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Floating Holiday

Floating holiday is approved at the discretion of the Plant Manager

When holidays fall or are celebrated on a regular work day, eligible employees will receive one (1) day's pay at their regular straight-time rate. Eligible employees who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day.

If a holiday falls within an eligible employee's approved paid time off, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the vacation day, or the eligible employee will receive an additional vacation day at the option of Braddock Metallurgical, Inc.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the paid time off day, or the eligible employee will receive an additional paid time off day off at the option of Braddock Metallurgical, Inc.

3-3. Paid Vacations

We know how hard employees work and recognize the importance of providing time for rest and relaxation. We fully encourage employees to get this rest by taking their vacation time.

Regular full-time employees accrue paid vacation time as follows:

Years of Service	Vacation PTO Accrued	Annual Accrual Equivalent
Beginning after 90-day probationary period - End of the 1st calendar year	0 Hours	0 Weeks
Beginning January 1st of New Calendar Year - End of calendar year	40 Hours	1 Week
2nd Year - 4th Year	80 Hours	2 Weeks
5th Year +	120 Hours	3 Weeks

* Please note upon termination, unused vacation PTO will not be paid out to the employee by Braddock Metallurgical, Inc.

Vacations may be used after a 90-day waiting period and they may be taken only in full day increments.

Employees may not have a negative balance of PTO. Advanced but not accrued vacation will be deducted from an employee's final paycheck, to the extent permitted by law.

Every effort will be made to grant the employee's vacation preference, consistent with our operating schedule. However, if too many people request the same period of time off, Braddock Metallurgical, Inc. reserves the right to choose who may take vacation during that period. Employees with the Braddock Metallurgical, Inc,

longest length of service will generally be given preference. To schedule vacation, employees should submit a request to their plant manager or supervisor at least two (2) weeks in advance of their requested vacation dates.

Employees will be paid at their base pay rate as of the time of vacation. Vacation pay does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

Vacations should be taken during the year received. Accrued, unused vacation not utilized by an employee by the end of the calendar year will be forfeited at the end of the calendar year unless otherwise required by law. Unused, accrued vacation will be forfeited in the event you separate from employment, unless otherwise required by law. Employees terminated involuntarily will forfeit unused accrued vacation.

3-4. Sick Days

Regular full-time employees accrue sick days as follows:

Years of Service	Sick PTO Accrued	Annual Accrual Equivalent
Beginning after 90-day probationary period - End of the 1st calendar year	40 Hours	1 Week
Beginning January 1 st of New Calendar Year - End of calendar year	40 Hours	1 Week
2nd Year - 4th Year	40 Hours	1 Week
5th Year+	40 Hours	1 Week

The maximum sick day entitlement for part-time and full-time employees is five days at the start of the calendar year.

Sick days are granted on an annual basis at the first of the year. Employees may take any accrued sick days after 90 days of service to the company from their date of hire. Sick days may be used, at a minimum, in four hour increments.

Employees may not have a negative balance of PTO. Advanced but unaccrued sick days will be deducted from the final paycheck, to the extent permitted by state law.

Employees will be paid at their base pay rate as of the time of the sick day. Sick day pay does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

If an employee is out of work due to illness, they must call in and notify his or her supervisor as early as possible, but at least by the start of the workday. If the employee calls in sick for three (3) or more consecutive days, they may be required to provide their supervisor with a doctor's note on the day they return to work.

Accrued, unused sick days not utilized by an employee by the end of the year will be forfeited at the end of the calendar year, unless otherwise required by law. Unused, accrued sick days will be not be

paid to you in the event you separate from employment, unless otherwise required by law.

Employees terminated involuntarily will forfeit all used accrued sick days.

While sick days are intended to cover only an employee's own illnesses, if required by applicable state or local law, sick days may be used to care for a family member's (including civil union partners') illness or for any other reason required by applicable state or local law.

3-5. Lactation Breaks

Braddock Metallurgical, Inc. will provide a reasonable amount of break time to accommodate employees desiring to express breast milk for their infant child, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided. If the break time cannot run concurrently with rest and meal periods already provided, the break time will be unpaid, subject to applicable law.

Braddock Metallurgical, Inc. will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall to express milk in private. This location may be the employee's private office, if applicable. Braddock Metallurgical, Inc. may not be able to provide additional break time if doing so would seriously disrupt Braddock Metallurgical, Inc.'s operations, subject to applicable law. Please consult the Human Resources Department with questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

3-6. Workers' Compensation

On-the-job injuries are covered by Braddock Metallurgical, Inc.'s Workers' Compensation Insurance Policy, which is provided at no cost. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their supervisor. Failure to follow Braddock Metallurgical, Inc. procedures may affect the ability of employees to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

3-7. Jury Duty

Braddock Metallurgical, Inc. realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for Braddock Metallurgical, Inc. during such week.

3-8. Bereavement Leave

The death of a family member is a time when employees wish to be with their families. If the employee is full-time and loses a close relative, the employee will be allowed paid time off of up to three days to assist in attending to obligations and commitments. For the purposes of this policy, a close relative includes a spouse, domestic/civil union partner, child, sibling, parent, grandparent, grandparents or any other relation required by applicable law. Paid leave days only may be taken on regularly scheduled, consecutive workdays following the day of death. Employees must inform their supervisor prior to commencing bereavement leave. In administering this policy, Braddock Metallurgical, Inc. may require verification of death.

3-9. Voting Leave

In the event employees do not have sufficient time outside of working hours to vote in a statewide election, if required by state law, the employee may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, supervisors should be notified at least two (2) days prior to the voting day.

3-10. Insurance Programs

Full-time employees may participate in Braddock Metallurgical, Inc.'s insurance programs. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits.

Upon becoming eligible to participate in these plans, employees will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to contact the Human Resources Department with any further questions.

3-11. Employee Assistance Program

The Braddock Metallurgical, Inc. recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free and alcohol-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.

- Offers assistance with alcohol and drug problems through the Employee Assistance Program (EAP) to all employees and their dependent family members.
- Allows the use of accrued, unused paid leave or unpaid leave, subject to supervisory approval, while seeking treatment for alcohol and other drug problems.

The Braddock Metallurgical, Inc. may suspend the imposition of disciplinary action subject to an employee's successful participation and completion in an alcohol or drug dependency treatment or rehabilitation program, but such suspension of disciplinary action will be in the sole discretion of the Braddock Metallurgical, Inc. Employees will not be able to avoid disciplinary action for violation of this policy if they do not meet the standards of job performance established for their position, even if the lack of performance is due to alcoholism or drug dependency. The direct number to the Employee Assistance Program is 866-570-3478.

3-12. Retirement Plan

Employees are eligible to enroll in 401K after one year of service. After one year of service, employees are automatically vested. Eligible employees are able to participate in Braddock Metallurgical, Inc.'s retirement plan. Plan participants may make pre-tax contributions to a retirement account.

Upon becoming eligible to participate in this plan, employees will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information. Of course, feel free to speak to the Human Resources Department if there are any further questions.

Section 4 - Leaves of Absence

4-1. Personal Leave

If employees are ineligible for any other Braddock Metallurgical, Inc. leave of absence, Braddock Metallurgical, Inc., under certain circumstances, may grant a personal leave of absence without pay. A written request for personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to 12 weeks per "rolling" 12-month period measured backward from the date of any personal leave usage. However, personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. During the leave, employees will not earn vacation, personal days or sick days. We will continue health insurance coverage during the leave, up to 90 days or 12 weeks, if the employee submits their share of the monthly premium payments to the Braddock Metallurgical, Inc. in a timely manner, subject to the terms of the plan documents.

If the leave is requested for medical reasons and employees are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. Additionally, a written release or certificate from your physician will be required prior to returning to work.

When the employee anticipates returning to work, they should notify management of the expected return date. This notification should be made at least one week before the end of the leave.

Upon completion of the personal leave of absence, the Braddock Metallurgical, Inc. will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the Braddock Metallurgical, Inc. will be considered a voluntary resignation of employment.

Personal leave runs concurrently with any Braddock Metallurgical, Inc.-provided Short-Term Disability Leave of Absence.

Please note, Braddock Metallurgical, Inc does not qualify for FMLA and therefore Braddock Metallurgical, Inc employees are not eligible for leave under the federal Family and Medical Leave Act.

4-2. Military Leave

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will

retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that Braddock Metallurgical, Inc. can maintain proper coverage while employees are away.

Section 5 - General Standards of Conduct

5-1. Workplace Conduct

Braddock Metallurgical, Inc. endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in Braddock Metallurgical, Inc.'s sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing Braddock Metallurgical, Inc. property or a co-worker's property, and/or disclosure of confidential information.
3. Completing another employee's time records.
4. Violation of safety rules and policies.
5. Violation of Braddock Metallurgical, Inc.'s Drug and Alcohol-Free Workplace Policy.
6. Fighting, threatening or disrupting the work of others or other violations of Braddock Metallurgical, Inc.'s Workplace Violence Policy.
7. Failure to follow lawful instructions of a supervisor.
8. Failure to perform assigned job duties.
9. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
10. Gambling on Braddock Metallurgical, Inc. property.
11. Willful or careless destruction or damage to Braddock Metallurgical, Inc. assets or to the equipment or possessions of another employee.
12. Wasting work materials.
13. Performing work of a personal nature during working time.
14. Violation of the Solicitation and Distribution Policy.
15. Violation of Braddock Metallurgical, Inc.'s Harassment or Equal Employment Opportunity Policies.
16. Violation of the Communication and Computer Systems Policy.
17. Unsatisfactory job performance.
18. Any other violation of Braddock Metallurgical, Inc. policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and Braddock Metallurgical, Inc. reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. Braddock Metallurgical, Inc. will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, Braddock Metallurgical, Inc. will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate the employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

5-2. Progressive Corrective Action

Progressive Corrective Action

The purpose of this policy is to state the Braddock Metallurgical, Inc.'s position on administering equitable and consistent corrective action for unsatisfactory conduct and performance in the workplace.

The Braddock Metallurgical, Inc.'s own best interest lies in ensuring fair treatment of all employees and in making certain that corrective actions are prompt, uniform, and impartial. The major purpose of any corrective action is to correct the problem, prevent it, and prepare the employees for satisfactory service in the future.

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

Corrective action may call for any of five (5) steps - verbal warning, written warning, final written warning, suspension with or without pay, or termination of employment - depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive corrective action means that, with respect to most corrective action problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension and still another offense may then lead to termination of employment.

The Braddock Metallurgical, Inc. recognizes that there are certain types of employee problems that are serious enough to justify either a suspension or, in extreme situations, termination of employment, without going through the usual progressive action steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct policy includes examples of problems that may result in immediate suspension or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive corrective action.

By using progressive corrective action, we hope that most employee problems can be corrected at an early stage, benefiting both employees and the Braddock Metallurgical, Inc.

Employee Counseling or Verbal Warning

Supervisors should counsel employees about performance or conduct following a minor offense, eliminating possible misunderstandings, improving job performance, or explaining what is proper conduct.

Written Warning

Employees receive a written notice of corrective action following continued poor job performance, repeated minor offenses, or where the supervisor or manager believes that an offense in the first instance is serious enough to warrant issuing a formal written notice.

The purpose of a written warning is to make certain employees are fully aware of the level of misconduct committed, or of those areas of performance that must be improved. The written warning should also inform employees of what is expected, and what may happen if performance does not improve, thereby enabling the employee to correct performance problems or avoid a recurrence of the incident.

Final Written Warning

Employees receive final written notice if sufficient progress in job performance has not occurred after counseling, written warnings, following repeated minor offenses or certain levels of misconduct.

Suspension

Suspension without pay occurs when an employee fails to correct performance after repeated warnings, as the result of an accumulation of minor offenses, or as the result of a serious offense of misconduct.

Termination

Termination should normally take place under the following circumstances:

- The Braddock Metallurgical, Inc. has tried to correct performance or conduct, but the employee has not responded sufficiently and does not meet the Braddock Metallurgical, Inc.'s expectations;
- The employee's misconduct is of such a serious consequence that the Braddock Metallurgical, Inc. believes it has no practical alternative.

5-3. Punctuality and Attendance

Employees are hired to perform important functions at Braddock Metallurgical, Inc. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and Supervisors. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify Supervisors as early as possible, but no later than the start of the work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Unreported absences of three (3) consecutive work days are considered a voluntary resignation of employment with Braddock Metallurgical, Inc.

5-4. Use of Communications and Computer Systems

Braddock Metallurgical, Inc.'s communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other Braddock Metallurgical, Inc. policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of Braddock Metallurgical, Inc. systems.

Braddock Metallurgical, Inc. may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when Braddock Metallurgical, Inc. deems it appropriate to do so. The reasons for which Braddock Metallurgical, Inc. may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Braddock Metallurgical, Inc. operations continue appropriately during the employee's absence.

Further, Braddock Metallurgical, Inc. may review Internet usage to ensure that such use with Braddock Metallurgical, Inc. property, or communications sent via the Internet with Braddock Metallurgical, Inc. property, are appropriate. The reasons for which Braddock Metallurgical, Inc. may review employees' use of the Internet with Braddock Metallurgical, Inc. property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Braddock Metallurgical, Inc. operations continue appropriately during the employee's absence.

Braddock Metallurgical, Inc. may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

Braddock Metallurgical, Inc.'s policies prohibiting harassment, in their entirety, apply to the use of Braddock Metallurgical, Inc.'s communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since Braddock Metallurgical, Inc.'s communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

5-5. Use of Social Media

Braddock Metallurgical, Inc. respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect Braddock Metallurgical, Inc. interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post, for personal use, on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with Braddock Metallurgical, Inc. equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether the employees are posting something on their own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions Braddock Metallurgical, Inc. and also expresses either a political opinion or an opinion regarding Braddock Metallurgical, Inc.'s actions that could pose an actual or potential conflict of interest with Braddock Metallurgical, Inc., the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not Braddock Metallurgical, Inc.'s position. This is necessary to preserve Braddock Metallurgical, Inc.'s good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. Braddock Metallurgical, Inc. policies apply equally to employee social media usage.

Braddock Metallurgical, Inc. encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

5-6. Personal and Company-Provided Portable Communication Devices

Braddock Metallurgical, Inc.-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through Braddock Metallurgical, Inc.'s networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message

or using a PCD for business purposes, whether it is a Braddock Metallurgical, Inc.-provided or personal device, employees must comply with applicable Braddock Metallurgical, Inc. guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a Braddock Metallurgical, Inc.-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If employees who use a personal PCD for business resign or are discharged, they will be required to submit the device to the IT department for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Braddock Metallurgical, Inc. information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Braddock Metallurgical, Inc. information. This is the only way currently possible to ensure that all Braddock Metallurgical, Inc. information is removed from the device at the time of termination. The removal of Braddock Metallurgical, Inc. information is crucial to ensure compliance with Braddock Metallurgical, Inc.'s confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a Braddock Metallurgical, Inc.-issued device, Braddock Metallurgical, Inc.'s electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

Portable Communication Device Use While Driving

Employees who drive on Braddock Metallurgical, Inc. business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while driving, and permitted by law, employees must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

5-7. Inspections

Braddock Metallurgical, Inc. reserves the right to require employees while on Braddock Metallurgical, Inc. property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Braddock Metallurgical, Inc. or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to Braddock Metallurgical, Inc. or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

5-8. Smoking

Smoking, including the use of e-cigarettes, is prohibited on Braddock Metallurgical, Inc. premises and in all Braddock Metallurgical, Inc. vehicles.

5-9. Personal Visits and Telephone Calls

Disruptions during work time can lead to errors and delays. Therefore, personal telephone calls must be kept to a minimum, and only be made or received after working time, or during lunch or break time.

No mobile phones are allowed at any time on the Shop Floor.

For safety and security reasons, employees are prohibited from having personal guests visit or accompanying them anywhere in Braddock Metallurgical, Inc. facilities other than the reception areas.

5-10. Solicitation and Distribution

To avoid distractions, solicitation by the employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time the employee is engaged, or should be engaged, in performing their work tasks for Braddock Metallurgical, Inc. Solicitation of any kind by non-employees on Braddock Metallurgical, Inc. premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of Braddock Metallurgical, Inc. is prohibited at all times. Distribution of literature by non-employees on Braddock Metallurgical, Inc. premises is prohibited at all times.

5-11. Bulletin Boards

Important notices and items of general interest are continually posted on Braddock Metallurgical, Inc. bulletin boards. Employees should make it a practice to review bulletin boards frequently. This will assist employees in keeping up with what is current at Braddock Metallurgical, Inc. To avoid confusion, employees should not post or remove any material from the bulletin board.

5-12. Confidential Company Information

During the course of work, employees may become aware of confidential information about Braddock Metallurgical, Inc.'s business, including but not limited to information regarding Braddock Metallurgical, Inc. finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers and customers and potential customers. Employees also may become aware of similar confidential information belonging to Braddock Metallurgical, Inc.'s clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to Braddock Metallurgical, Inc.'s competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of Braddock Metallurgical, Inc. may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

5-13. Conflict of Interest and Business Ethics

It is Braddock Metallurgical, Inc.'s policy that all employees avoid any conflict between their personal interests and those of Braddock Metallurgical, Inc. The purpose of this policy is to ensure that Braddock Metallurgical, Inc.'s honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of Braddock Metallurgical, Inc.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with Braddock Metallurgical, Inc., by any employee who is in a position to directly or indirectly influence either Braddock Metallurgical, Inc.'s decision to do business, or the terms upon which business would be done with such organization;
2. holding any interest in an organization that competes with Braddock Metallurgical, Inc.;
3. being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with Braddock Metallurgical, Inc. or which competes with Braddock Metallurgical, Inc.; and/or
4. profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with Braddock Metallurgical, Inc.

A conflict of interest would also exist when a member of the employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is the employee's responsibility to report any actual or potential conflict that may exist between the employee (and the employee's immediate family) and Braddock Metallurgical, Inc.

5-14. Use of Facilities, Equipment and Property, Including Intellectual Property

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisor if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss, damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Supervisors can answer any questions about the employees' responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of Braddock Metallurgical, Inc.'s intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, Braddock Metallurgical, Inc. is not responsible for any damage to employees' personal belongings unless the employee's supervisor provided advance approval for the employee to bring the personal property to work.

5-15. Health and Safety

The health and safety of employees and others on Braddock Metallurgical, Inc. property are of critical concern to Braddock Metallurgical, Inc. Braddock Metallurgical, Inc. intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on Braddock Metallurgical, Inc.'s premises, or in a product, facility, piece of equipment, process or business practice for which Braddock Metallurgical, Inc. is responsible should be brought to the attention of management immediately.

Periodically, Braddock Metallurgical, Inc. may issue rules and guidelines governing workplace safety and health. Braddock Metallurgical, Inc. may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

5-16. Hiring Relatives/Employee Relationships

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, Braddock Metallurgical, Inc. may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of Braddock Metallurgical, Inc. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. Braddock Metallurgical, Inc. generally will attempt to identify other available positions, but if no alternate position is available, Braddock Metallurgical, Inc. retains the right to decide which employee will remain with Braddock Metallurgical, Inc.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

5-17. Employee Dress and Personal Appearance

Employees are expected to report to work well groomed, clean, and dressed according to the requirements of their position. Some employees may be required to wear uniforms or safety equipment/clothing. Employees should contact their supervisor for specific information regarding acceptable attire for their position. If employees report to work dressed or groomed inappropriately, they may be prevented from working until they return to work well groomed and wearing the proper attire.

5-18. Publicity/Statements to the Media

All media inquiries regarding the position of Braddock Metallurgical, Inc. as to any issues must be referred to the President. Only the President is authorized to make or approve public statements on behalf of Braddock Metallurgical, Inc. No employees, unless specifically designated by the President, are authorized to make those statements on behalf of Braddock Metallurgical, Inc. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of Braddock Metallurgical, Inc. must first obtain approval from the President.

5-19. Operation of Vehicles

All employees authorized to drive Braddock Metallurgical, Inc.-owned or leased vehicles or personal vehicles in conducting Braddock Metallurgical, Inc. business must possess a current, valid driver's license and an acceptable driving record. An acceptable driving record is at the discretion of senior management and the insurer. Any change in license status or driving record must be reported to management immediately.

Employees must have a valid driver's license in their possession while operating a vehicle off or on Braddock Metallurgical, Inc. property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Braddock Metallurgical, Inc.-owned or leased vehicles may be used only as authorized by management.

Portable Communication Device Use While Driving

Employees who drive on Braddock Metallurgical, Inc. business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employees are driving, and permitted by law, they must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a PCD while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

5-20. Business Expense Reimbursement

Employees will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by the employee's Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the employee's Supervisor along with the receipts in a timely manner.

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact their Supervisor in advance if they have any questions about whether an expense will be reimbursed.

5-21. Employment Verifications

From time to time, outside organizations or individuals file information requests with Braddock Metallurgical, Inc., seeking information about current or former employees. To ensure consistency and fairness, protect individuals' privacy rights, and maintain the security and confidentiality of all employment and personal information in its record systems, Braddock Metallurgical, Inc. adheres to the following standards and procedures in dealing with all external requests for employment information.

Employees are prohibited from answering any questions pertaining to reference checks or employment verifications. Please refer all employment verification requests to Corporate Cost Control at 855-901-3099. Corporate Cost Control will provide general information concerning the employee such as date of hire, date of discharge, and positions held. If additional assistance is required, please contact verifications@corporatecostcontrol.com.

Only the Human Resources Department, Corporate Cost Control, or CoAdvantage may provide employment verification information.

5-22. If You Must Leave Us

Should an employee decide to leave the Braddock Metallurgical, Inc., we ask that they provide a Supervisor with at least two (2) weeks advance notice of departure. Thoughtfulness will be appreciated. All Braddock Metallurgical, Inc. property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc., must be returned at separation. Employees also must return all of the Braddock Metallurgical, Inc.'s Confidential Information upon separation. To the extent permitted by law, employees will be required to repay the Braddock Metallurgical, Inc. (through payroll deduction, if lawful) for any lost or damaged Braddock Metallurgical, Inc. property. As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

5-23. A Few Closing Words

This handbook is intended to give employees a broad summary of things they should know about Braddock Metallurgical, Inc. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, Braddock Metallurgical, Inc., in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about Braddock Metallurgical, Inc. or its personnel policies and practices.

Section 6 - Florida Addendum

6-1. Domestic Violence Leave

Employees who have worked for Braddock Metallurgical, Inc. for at least three (3) months may be granted up to three (3) days of unpaid leave in any 12-month period if the employee or a family or household member of the employee is the victim of domestic violence.

Leave may be used to:

- seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence or sexual violence;
- obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
- obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
- make their home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or
- seek legal assistance in addressing issues arising from the act of domestic violence.

"Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Except in cases of imminent danger to the health or safety of the employees or their family or household member, one (1) day advance notice of the need for leave is required. Sufficient documentation of the act of domestic violence, such as a restraining order, police report or order to appear in court, is also required. Requests for leave and documents in connection with this leave will be kept confidential to the extent permitted by law.

All paid time off available must be exhausted before receiving this leave.

Section 7 - Georgia Addendum

7-1. Lactation Accommodations

Braddock Metallurgical, Inc. supports the legal right and necessity of employees who choose to express milk in the workplace. Braddock Metallurgical, Inc. promotes a breastfeeding-friendly work environment and supports lactating employees.

Braddock Metallurgical, Inc. will provide break time of reasonable duration to employees who wish to express breast milk at the worksite during working hours. Any break time provided under the law will be paid at the employee's regular rate of compensation.

Braddock Metallurgical, Inc. will provide the use of a private location, other than a restroom, for the employee to express milk in private at the worksite.

Employees can contact the Human Resources Department with questions regarding this policy.

Section 8 - New Jersey Addendum

8-1. Equal Employment Opportunity

Braddock Metallurgical, Inc. is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, domestic partnership or civil union status, military service or veteran status, physical or mental disability, atypical hereditary cellular or blood trait, genetic information, genetic information or any other characteristic protected by applicable federal, state or local laws. Braddock Metallurgical, Inc.'s management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs and general treatment during employment.

Braddock Metallurgical, Inc. will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's: physical or mental disability; sincerely held religious beliefs and practices; and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon Braddock Metallurgical, Inc.'s business operations. Any applicant or employee who needs an accommodation in order to perform the essential functions of the job should contact your Supervisor to request such an accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. Braddock Metallurgical, Inc. then will review and analyze the request, including engaging in an interactive process with the individual, to identify if such an accommodation can be made. Braddock Metallurgical, Inc. will evaluate requested accommodations, and as appropriate identify other possible accommodations, if any. The individual will be notified of Braddock Metallurgical, Inc.'s decision regarding the request within a reasonable period. Braddock Metallurgical, Inc. treats all medical information submitted as part of the accommodation process in a confidential manner.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of your Supervisor. Braddock Metallurgical, Inc. will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact your Supervisor. To ensure the workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

8-2. Pregnancy Accommodations

Pursuant to New Jersey law, Braddock Metallurgical, Inc. prohibits unlawful discrimination on the basis of pregnancy or breastfeeding. Braddock Metallurgical, Inc. will endeavor to reasonably accommodate the needs of employees' pregnancy, childbirth, breastfeeding or expressing milk for breastfeeding or related medical condition, including recovery from childbirth, provided that the pregnancy, childbirth or related medical condition is known or should have been known by Braddock

Metallurgical, Inc., and the proposed accommodation does not impose an undue hardship on the business operations of Braddock Metallurgical, Inc.

Reasonable accommodations may include, but are not limited to:

1. bathroom breaks;
2. breaks for increased water intake;
3. periodic rest;
4. assistance with manual labor;
5. job restructuring or modified work schedules;
6. temporary transfers to less strenuous or hazardous work; or
7. reasonable break time each day to express breast milk.

For purposes of expressing breast milk, Braddock Metallurgical, Inc. will provide a suitable room or other location with privacy, other than a toilet stall, in close proximity to the work area.

Any employee who needs to request an accommodation due to pregnancy, childbirth or a related medical condition or who has questions regarding the policy should contact Plant Manager.

8-3. Earned Sick and Safe Leave

Eligibility

Braddock Metallurgical, Inc. provides paid Earned Sick and Safe Leave (ESSL) to employees who work in New Jersey. For employees who work in New Jersey who are eligible for sick time under the general Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

Accrual

Employees begin accruing ESSL at the start of employment. Eligible employees will accrue one (1) hour of ESSL for every 30 hours worked, up to a maximum accrual of 40 hours each benefit year.

Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case ESSL accrues based upon that normal workweek. For purposes of this policy, the benefit year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees may begin using accrued ESSL on the 120th calendar day of employment. ESSL may be used in 1-hour increments, except to the extent such increment is greater than the number of hours the employee was scheduled to work during that shift. The employee may not use more than 40 hours of ESSL in any benefit year.

Employees may use ESSL for the following reasons:

1. diagnosis, care or treatment of, or recovery from, the employee's mental or physical illness, injury or other adverse health condition or for preventive medical care for the employee;
2. diagnosis, care or treatment of, or recovery from, a family member's mental or physical

illness, injury or other adverse health condition or for preventive medical care for the family member;

3. circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member:
 - medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence;
 - services from a designated domestic violence agency or other victim services organization;
 - psychological or other counseling;
 - relocation; or
 - legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to domestic or sexual violence.
4. time during which the employee is not able to work because of:
 - a closure of the employee's workplace, or the school or place of care of a child of the employee by order of a public official or because of a state of emergency declared by the Governor, due to an epidemic or other public health emergency;
 - the declaration of a state of emergency by the Governor, or the issuance by a health care provider or the Commissioner of Health or other public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee would jeopardize the health of others;
 - during a state of emergency declared by the Governor, or upon the recommendation, direction or order of a healthcare provider or the Commissioner of Health or other authorized public official, the employee undergoes isolation or quarantine or cares for a family member in quarantine as a result of suspected exposure to a communicable disease and a finding by the provider or authority that the presence in the community of the employee or family member would jeopardize the health of others.
5. time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher or other professional staff member responsible for the child's education; or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

For purposes of this policy, a family member includes a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent or grandparent of the employee; or a spouse, domestic partner, or civil union partner of a parent or grandparent of the employee; or a sibling of a spouse, domestic partner or civil union partner of the employee; or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

Unless the employee advises Braddock Metallurgical, Inc. otherwise, we will assume, subject to applicable law, that employees want to use available ESSL for absences for reasons set forth above and employees will be paid for such absences to the extent they have ESSL available.

Notice and Documentation

If the employee's need to use ESSL is foreseeable, employees must give seven (7) calendar days

advance notice, prior to the date the leave is to begin, of their intention to use the leave and its expected duration. If the reason for the leave is not foreseeable, employees must give notice of the intention to use ESSL as soon as practicable. Braddock Metallurgical, Inc. may prohibit employees from using foreseeable ESSL on certain dates or require reasonable documentation if ESSL that is not foreseeable is used during such dates.

Braddock Metallurgical, Inc. will require reasonable documentation if the employee uses ESSL for three (3) or more consecutive work days.

If ESSL is taken for reasons #1 or #2 above, documentation signed by a health care professional, who is treating the employee or the family member of the employee, indicating the need for the leave and, if possible, number of days of leave, will be considered reasonable documentation.

If ESSL is taken for reason #3 above, any of the following will be considered reasonable documentation of the domestic or sexual violence:

- medical documentation;
- a law enforcement agency record or report;
- a court order;
- documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense;
- certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or
- other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence.

If ESSL is taken for reason #4 above, a copy of the order of the public official or the determination by the health authority will be considered reasonable documentation.

If ESSL is taken for reason #5 above, the following will be considered reasonable documentation: tangible proof of the school-related conference, meeting, function or other event requested or required by a school administrator, teacher or other professional staff member responsible for the education of the employee's child; or tangible proof of the meeting regarding care provided to the child of the employee in connection with the child's health conditions or disability.

Payment

ESSL will be paid at the same rate of pay with the same benefits as the employee normally earns, but no less than the state minimum wage. Use of ESSL will not be counted as hours worked for purposes of calculating overtime.

Carryover and Payout

The employee may carry over up to 40 hours of accrued, unused ESSL under this policy to the following benefit year. Accrued but unused ESSL under this policy will not be paid at separation.

Enforcement and Retaliation

Employees have the right to request and use ESSL and may file a complaint for alleged violations of their rights with the New Jersey Department of Labor and Workforce Development. Braddock Metallurgical, Inc. prohibits retaliation or the threat of retaliation against the employee for exercising

or attempting to exercise any right provided in this policy or under applicable law.

Employees with questions regarding this policy can contact the Human Resources Department.

8-4. Statutory Short-Term Disability Benefits

Braddock Metallurgical, Inc. also provides statutory short-term disability insurance.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

8-5. Pre-Tax Transportation Fringe Benefit

Beginning March 1, 2020, all Employees are eligible to receive a pre-tax transportation fringe benefit. This benefit allows commuter highway vehicle and transit benefits to be deducted from employees' gross income. The transportation benefits must be consistent with IRS provisions and limits at the maximum benefit levels allowable under federal law.

Employees should contact the Human Resources Department for further information about the program or to sign up for benefits.

8-6. New Jersey Family Leave Insurance Benefits

If employees need to take time off work for the reasons listed below, they may be eligible to receive family leave benefits through the state of New Jersey. Leave, in this instance, is administered by the Division of Temporary Disability Insurance, the New Jersey Department of Labor and Workforce Development. Reasons are as follows:

- care for a family member with a serious health condition;
- bond with a child during the first 12 months after birth or placement of the child for adoption or as a foster child;
- engage in activities for which unpaid leave may be taken pursuant to the New Jersey Security and Financial Empowerment Act (NJ SAFE Act), on the employee's own behalf, if a victim of an incident of domestic violence or a sexually violent offense, or to assist a family member of the individual who has been a victim of an incident of domestic violence or a sexually violent offense (except for any time for which the employee receives disability benefits for a disability caused by the violence or offense);
- in the event of a state of emergency declared by the Governor, or when indicated to be needed by the Commissioner of Health or other public health authority, an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease, provide in-home care or treatment of the family member of the employee required due to:
 1. the issuance by a healthcare provider or the commissioner or other public health authority of a determination that the presence in the community of the family member may jeopardize the health of others; and
 2. the recommendation, direction, or order of the provider or authority that the family

member be isolated or quarantined as a result of suspected exposure to a communicable disease,

For purposes of this policy, family member includes the employee's child, parent, spouse, domestic partner, civil union partner, parent-in-law, sibling, grandparent, grandchild or any other individual related by blood to the employee, and any other individual with whom the employee has a close association equivalent to a family relationship.

These benefits are financed solely through employee contributions to the state. The state is responsible for determining if employees are eligible for such benefits.

Employees should advise their immediate supervisor or Human Resources if they need to take time for these purposes. Employees will be given information about the state's family leave benefits program and how to apply for benefits. Employees also may contact the Division of Temporary Disability Insurance for further information.

Employees should maintain regular contact with their immediate supervisor during the time off work so Braddock Metallurgical, Inc. may monitor their return-to-work status. In addition, employees should contact their immediate supervisor or Human Resources when they are ready to return to work so Braddock Metallurgical, Inc. may determine what positions, if any, are open.

Job Reinstatement Not Guaranteed

Please note: employees taking time off for these purposes are not guaranteed job reinstatement unless they qualify for such reinstatement under federal and/or state leave laws. Any time off for family leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave Act and the New Jersey Family Leave Act and/or the NJ SAFE Act, if applicable. Please see the "Family and Medical Leave" and/or the NJ SAFE Act policies for eligibility requirements.

Retaliation

Employees will not be discharged, harassed, threatened or otherwise discriminated or retaliated against because they have requested or taken any family leave benefits pursuant to this policy.

8-7. Family and Medical Leave

NEW JERSEY FAMILY AND MEDICAL LEAVE POLICY

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) and/or the New Jersey Family Leave Act ("NJFLA"). This policy provides employees with information concerning FMLA and/or NJFLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA and/or NJFLA leave, they should contact the Human Resources Department.

I. Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by Braddock Metallurgical, Inc. for at least 12 months (which need not be consecutive); 2) have been employed by Braddock Metallurgical, Inc. for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the

leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

NJFLA leave is available to "NJFLA eligible employees." To be an NJFLA eligible employee, the employee must: 1) have been employed by Braddock Metallurgical, Inc. for at least 12 months; 2) have worked at least 1,000 base hours during the 12-month period preceding the leave; and 3) be employed by an employer that has 30 or more employees. Base Hours mean the hours of work for which the employee receives compensation including overtime hours and hours for which the employee receives workers' compensation benefits.

II. Employee Entitlements for FMLA and NJFLA Leave

As described below, the FMLA and NJFLA provide eligible employees with a right to leave, health insurance benefits (FMLA only) and, with some limited exceptions, job restoration.

A. Basic FMLA and NJFLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The NJFLA provides eligible employees up to 12 workweeks of unpaid leave for certain family reasons during a 24-month period. The 12- or 24-month period is determined on a rolling 12-month period measured backward from the date the employee uses their FMLA leave.

It is Braddock Metallurgical, Inc.'s policy to provide the greater leave benefit provided under the FMLA or NJFLA and to run leave concurrently under the FMLA and NJFLA whenever possible.

Leave may be taken for any one, or for a combination, of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse (domestic partner or partner in a civil union - NJFLA only), child or parent (or parent-in-law, sibling, grandparent, grandchild, or any individual related by blood, or any other individual with a close association equivalent to a family relationship - NJFLA only) who has a **serious health condition**;
- in the event of a state of emergency declared by the Governor or when indicated to be needed by the Commissioner of Health or other public health authority, an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease, which:
 1. requires in-home care or treatment of a child due to the closure of the school or place of care of the child of the employee, by order of a public official due to the epidemic or other public health emergency;
 2. prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by the employee, would jeopardize the health of others; or
 3. results in the recommendation of a health care provider or public health authority, that a family member (child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner or one partner in a civil union couple, or any other individual related by

blood to the employee, and any other individual with whom the employee has a close association equivalent to a family relationship) in need of care by the employee voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care would jeopardize the health of others (NJFLA only);

- for the employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job (FMLA only); and/or
- because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operations or Regular Armed Forces for deployment to a foreign country (FMLA only).

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies for FMLA leave may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA only)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. FMLA leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "**covered servicemember**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military service under conditions other than dishonorable at any time during the five year period preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

C. Intermittent Leave and Reduced Leave Schedules

FMLA and/or NJFLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also may be entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee (FMLA only) or covered family member (both FMLA and NJFLA), to bond with a child after birth, placement for adoption or foster care (NJFLA only), or the serious injury or illness of a covered servicemember (FMLA only), or in the case of leave taken due to an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease, if:

1. the covered individual provides Braddock Metallurgical, Inc. with prior notice of the leave as soon as practicable; and
2. the covered individual makes a reasonable effort to schedule the leave so as not to unduly disrupt the operations of Braddock Metallurgical, Inc. and, if possible, provide Braddock Metallurgical, Inc., prior to the commencement of the intermittent leave, with a regular schedule of the day or days of the week on which the intermittent leave will be taken (NJFLA only). Leave due to qualifying exigencies (FMLA only) may also be taken on an intermittent or reduced schedule basis. Under the NJFLA, intermittent leave must be taken in increments of at least one (1) week and reduced schedule leave must be at least one (1) work day.

D. No Work While on Leave

The taking of another job while on FMLA/NJFLA or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by applicable law.

E. Protection of Group Health Insurance Benefits

During FMLA leave only, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause Braddock Metallurgical, Inc. substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. Braddock Metallurgical, Inc. will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. A "key employee" is defined under the FMLA as the employee among the highest paid 10 percent of all employees who are employed within 75 miles of the worksite. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

As with FMLA leave, at the end of NJFLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. However, unlike key employees under the FMLA who may be denied reinstatement, key employees under NJFLA may be denied NJFLA leave if: 1) the employee is a salaried employee among the highest paid 5 percent of employees or one of the seven highest paid employees; and 2)

denial of the leave is necessary to prevent substantial and grievous economic injury to Braddock Metallurgical, Inc.'s operations. Braddock Metallurgical, Inc. will notify employees if they qualify as key employees under the NJFLA and that leave is being denied. Nonetheless, Braddock Metallurgical, Inc. may not deny reinstatement when, in the event of a state of emergency declared by the Governor or when indicated to be needed by the Commissioner of Health or other public health authority, the family leave is for an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease. If the denial of the NJFLA leave occurs while the employee's leave already has begun, the employee must return to work within two (2) weeks.

G. Notice of Eligibility for, and Designation of, FMLA and NJFLA Leave

Employees requesting FMLA leave are entitled to receive written notice from Braddock Metallurgical, Inc. telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) Braddock Metallurgical, Inc.'s designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

Braddock Metallurgical, Inc. may retroactively designate leave as FMLA and/or NJFLA leave with appropriate written notice to employees provided Braddock Metallurgical, Inc.'s failure to designate leave as FMLA- or NJFLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA and/or NJFLA protection, Braddock Metallurgical, Inc. and employee can mutually agree that leave be retroactively designated as FMLA and/or NJFLA leave.

III. Employee FMLA and/or NJFLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who wish to take FMLA and/or NJFLA leave must timely notify Braddock Metallurgical, Inc. of their need for FMLA and/or NJFLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

To trigger FMLA and/or NJFLA leave protections, employees must inform their Supervisor and/or the Human Resources Department of the need for FMLA/NJFLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or NJFLA leave specifically, or explaining the reasons for the leave so as to allow Braddock Metallurgical, Inc. to determine that the leave is FMLA/NJFLA-qualifying. For example, employees might explain that:

- a condition renders them unable to perform the functions of their job or that they are under the continuing care of a health care provider (FMLA only);
- they are pregnant or have been hospitalized overnight (FMLA only);
- a covered family member (including partner in a civil union and parent-in-law under NJFLA) is under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;
- the leave is due to a qualifying exigency cause by a covered military member being on active duty or called to covered active duty status to a foreign country (FMLA only); or

- a family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in "sick," without providing the reasons for the needed leave will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to Braddock Metallurgical, Inc.'s questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for leave, the leave may be denied. When employees seek leave due to FMLA/NJFLA-qualifying reasons for which Braddock Metallurgical, Inc. has previously provided FMLA/NJFLA-protected leave, employees must specifically reference the qualifying reason for the leave or the need for FMLA and/or NJFLA leave.

2. Timing of Employee Notice

Employees requesting intermittent leave under the NJFLA (whether to care for a family member with a serious health condition or to bond with a newborn child or placement for adoption/foster care) must provide 15 days' advance notice from the first day of the intermittent leave unless an emergency or other unforeseen circumstance precludes prior notice. Employees must make a reasonable effort to schedule the leave so as to not unduly disrupt the operations of Braddock Metallurgical, Inc. Employees must, if possible, provide Braddock Metallurgical, Inc. the regular schedule of the days or days of the week on which intermittent leave will be taken prior to the commencement of the intermittent leave

For all other reasons, employees must provide 30 days' advance notice of the need to take FMLA and/or NJFLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide Braddock Metallurgical, Inc. notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or NJFLA notice obligations, may have leave delayed or denied, to the extent permitted by applicable law.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with Braddock Metallurgical, Inc. and make a reasonable effort to schedule treatment so as not to unduly disrupt Braddock Metallurgical, Inc.'s operations, subject to the approval of the employee's health care provider. Employees must consult with Braddock Metallurgical, Inc. prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both Braddock Metallurgical, Inc. and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, Braddock Metallurgical, Inc. may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, Braddock Metallurgical, Inc. may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the
Braddock Metallurgical, Inc,

planning of medical treatment, upon request, employees must advise Braddock Metallurgical, Inc. of the reason why such leave is medically necessary. In such instances, Braddock Metallurgical, Inc. and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting Braddock Metallurgical, Inc.'s operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of leave sought, employees may be required to submit medical certifications supporting their need for FMLA/NJFLA-qualifying leave. As described below, there generally are three types of medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide Braddock Metallurgical, Inc. with timely, complete and sufficient medical certifications. Whenever Braddock Metallurgical, Inc. requests employees to provide medical certifications, employees must provide the requested certifications within 15 calendar days after Braddock Metallurgical, Inc.'s request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. Braddock Metallurgical, Inc. shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. Braddock Metallurgical, Inc. will deny leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, Braddock Metallurgical, Inc. (through individuals other than the employee's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications. If the employee chooses not to provide Braddock Metallurgical, Inc. with authorization allowing it to clarify or authenticate the certification with the health care provider, Braddock Metallurgical, Inc. may deny leave if the medical certification is unclear.

Whenever Braddock Metallurgical, Inc. deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member, or where the leave is for an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease, certification issued by a school, place of care for children, public health authority, public official or health care provider, supporting the need for such leave. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If Braddock Metallurgical, Inc. has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at Braddock Metallurgical, Inc.'s expense. If the opinions of the initial and second health care providers differ, Braddock Metallurgical, Inc. may, at its expense, require employees to obtain a third, final and binding certification from a health care provider

designated or approved jointly by Braddock Metallurgical, Inc. and the employee.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, Braddock Metallurgical, Inc. may require employees to provide recertification of medical conditions giving rise to the need for leave. Braddock Metallurgical, Inc. will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, the employees returning to work from FMLA leave that was taken because of their own serious health conditions that made them unable to perform their job must provide Braddock Metallurgical, Inc. medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position, with or without reasonable accommodation. Braddock Metallurgical, Inc. may delay and/or deny job restoration until the employee provides a return to work/fitness for duty certification.

D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, Braddock Metallurgical, Inc. may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, Braddock Metallurgical, Inc. may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, Braddock Metallurgical, Inc. may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA and NJFLA Leave

Employees must use any accrued paid time while taking unpaid FMLA and/or NJFLA leave, except that employees will not be required to use any paid time off during any leave also covered under the New Jersey SAFE Act.

The substitution of paid time for unpaid FMLA and/or NJFLA leave time does not extend the length of FMLA and/or NJFLA leaves and the paid time will run concurrently with the employee's FMLA and/or NJFLA entitlement.

During the leave, employees may be eligible for compensation, such as temporary disability benefits, family leave benefits or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/NJFLA leave entitlement.

Upon written request, Braddock Metallurgical, Inc. will allow employees to use accrued paid time to supplement any paid disability benefits.

F. Pay Employee's Share of Health Insurance Premiums

As noted above, during FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless Braddock Metallurgical, Inc. notifies employees of other arrangements, whenever employees are receiving pay from Braddock Metallurgical, Inc. during FMLA leave, Braddock Metallurgical, Inc. will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If FMLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by Braddock Metallurgical, Inc. upon leave.

Braddock Metallurgical, Inc.'s obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, Braddock Metallurgical, Inc. will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse Braddock Metallurgical, Inc. for the cost of the premiums Braddock Metallurgical, Inc. paid for maintaining coverage during their unpaid FMLA leave.

[Note: If the employee is taking NJFLA leave only, the continuation requirements for group health plans under the FMLA are not applicable to group health plans covered under ERISA. Therefore, the employee who is on NJFLA-only leave likely will trigger COBRA requirements due to a reduction in hours worked. If the employer's group health plan is covered under ERISA, the employer should coordinate with their insurance broker or plan to ensure appropriate steps are taken regarding COBRA notice.]

IV. Coordination of FMLA/NJFLA Leave with Other Leave Policies

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights such as the NJFLA. However, whenever permissible by law, Braddock Metallurgical, Inc. will run FMLA leave concurrently with NJFLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/NJFLA leave is either not available or exhausted, please consult Braddock Metallurgical, Inc.'s other leave policies in this handbook or contact the Human Resources Department.

V. Questions and/or Complaints about FMLA/NJFLA Leave

If employees have questions regarding this FMLA/NJFLA policy, they should contact the Human Resources Department. Braddock Metallurgical, Inc. is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/NJFLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their rights have been violated, they should contact the Human Resources Department immediately. Braddock Metallurgical, Inc. will investigate any complaints and take

prompt and appropriate remedial action to address and/or remedy any violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

9-1. Sick Leave

Eligibility

Braddock Metallurgical, Inc. provides paid sick leave to all employees. For employees who work in New York who are eligible for sick time under the general Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent that it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

Accrual

Employees begin accruing paid sick leave pursuant to this policy at the start of employment. Employees will accrue one (1) hour of paid sick leave for every 30 hours worked, up to a maximum accrual of 56 hours each calendar year. Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case sick leave accrues based on that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees may begin using sick leave once it is accrued. Sick leave may be used in a minimum increment of four (4) hours. Employees may not use more than 56 hours of sick leave in any calendar year.

Employees may use accrued sick leave for the following reasons:

- a mental or physical illness, injury or health condition of the employee or family member, regardless of whether such illness, injury or health condition has been diagnosed or requires medical care at the time sick leave is requested;
- the diagnosis, care or treatment of a mental or physical illness, injury or health condition of, or need for medical diagnosis of, or preventive care for, the employee or family member; or
- an absence from work due to any of the following reasons when the employee or family member has been the victim of domestic violence, a family offense, sexual offense, stalking or human trafficking:
 1. to obtain services from a domestic violence shelter, rape crisis center or other services program;
 2. to participate in safety planning, temporarily or permanently relocate or take other actions to increase the safety of the employee or family members;
 3. to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in, any criminal or civil proceeding;
 4. to file a complaint or domestic incident report with law enforcement;
 5. to meet with a district attorney's office;
 6. to enroll children in a new school; or
 7. to take any other actions necessary to ensure the health or safety of the employee or

family members or to protect associates or work colleagues.

A person who has committed such domestic violence, family offense, sexual offense, stalking or human trafficking will not be eligible for paid sick leave for situations in which the person committed such offense and was not a victim, notwithstanding any family relationship.

For purposes of this policy, "family member" means:

- a child (biological, adopted, or foster child, a legal ward or a child of the employee standing in loco parentis);
- spouse or domestic partner;
- parent (biological, foster, step, adoptive, legal guardian or person who stood in loco parentis when the employee was a minor child);
- sibling;
- grandchild or grandparent; and
- the child or parent of the employee's spouse or domestic partner.

Unless advised otherwise, Braddock Metallurgical, Inc. will assume, subject to applicable law, that employees want to use available sick leave for the reasons set forth above, and employees will be paid for such absences to the extent they have paid sick leave available.

Notice and Documentation

Employees may make oral or written requests to the Human Resources Department to use sick leave prior to using accrued sick leave.

Braddock Metallurgical, Inc. may require supporting documentation for the use of sick leave where the employee uses sick leave for three (3) or more consecutive or previously scheduled work days or shifts, to the extent permitted by applicable law. Requests for documentation should not specify the reason for leave but should be limited to: (i) an attestation from a licensed medical provider supporting the existence of a need for sick leave, the amount of leave needed and a date that the employee may return to work; or (ii) an attestation from an employee of their eligibility to leave. Braddock Metallurgical, Inc. will not require disclosure of confidential information relating to a mental or physical illness, injury or health condition or information relating to absence from work due to domestic violence, a sexual offense, stalking or human trafficking, as a condition of providing sick leave. Braddock Metallurgical, Inc. will not require an employee to pay any costs or fees associated with obtaining medical or other verification of eligibility for use of sick leave.

Payment

Sick leave will be paid at the employee's regular rate of pay or the applicable state minimum wage, whichever is greater. Use of sick leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Employees may carry over any unused sick leave to the following calendar year. However, employees only may use up to 56 hours in each calendar year. Accrued but unused sick leave will not be paid at separation.

Enforcement and Retaliation

Employees will not be discharged, threatened, penalized or in any other manner discriminated or retaliated against because they have exercised their rights to request and use sick leave under this policy and applicable law.

If employees have any questions regarding this policy, they should contact the Human Resources Department.

9-2. Westchester County Safe Time Leave

Eligibility

Braddock Metallurgical, Inc. provides safe time leave to employees who work in Westchester County for more than 90 days in a calendar year and are victims of domestic violence or human trafficking.

Available Leave

Eligible employees are entitled to take up to 40 hours of paid safe time leave in any year. For purposes of this policy, the year is the 12-month period beginning January 1 and ending on December 31.

Usage

Employees can begin to use their safe time leave immediately. Safe time leave can be taken in full days and/or in increments.

Employees who are victims of domestic violence or victims of human trafficking may use safe time leave for the following reasons:

- to attend and/or testify in criminal court proceedings relating to domestic violence or human trafficking;
- to attend and/or testify in civil court proceedings relating to domestic violence or human trafficking; or
- to move to a safe location.

Unless the employee advises otherwise, Braddock Metallurgical, Inc. will assume, subject to applicable law, that employees want to use available safe time leave for absences for reasons set forth above and they will be paid for such absences to the extent they have safe time leave available.

Employees are not required, as a condition of their use of safe time leave, to search for or find another employee to work during the time of their absence.

Notice and Documentation

Notice may be given orally, in writing or by electronic means. When possible, the request should include the expected duration of the absence. When the use of safe time leave is foreseeable, the employee shall make a good faith effort to provide notice to Plant Manager in advance and, when possible, shall make a reasonable effort to schedule the use of safe time leave in a manner that does not unduly disrupt the operations of Braddock Metallurgical, Inc.

Employees may be required to provide reasonable documentation that the safe time leave has been used for one of the enumerated purposes above. Documentation provided by the employee may

include any one of the following:

- a court appearance ticket or subpoena;
- a copy of a police report;
- an affidavit from an attorney involved in the court proceeding relating to the issue of domestic violence and/or human trafficking; or
- an affidavit from an authorized person from a reputable organization known to provide assistance to victims of domestic violence and victims of human trafficking (such as My Sisters' Place).

Payment

Safe time leave is paid at the same rate as the employee earns from employment at the time the employee uses such time, unless otherwise required by applicable law. Use of safe time leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Unused safe time leave does not carry over from year to year and will not be paid upon separation.

Enforcement and Retaliation

Retaliation against employees who request or use safe time leave is prohibited. Employees have the right to file a complaint with the Department of Weights and Measures - Consumer Protection if they believe they have been denied safe time leave, retaliated against, or that their rights to safe time leave has been otherwise interfered with or restrained; or they may bring a civil action in the event of retaliation.

Employees with questions or concerns regarding this policy can contact the Human Resources Department.

9-3. Lactation Breaks

Braddock Metallurgical, Inc. provides employees who are nursing with break time to express breast milk for up to three (3) years after the birth of a child. Employees will not be discriminated against or retaliated against for exercising their rights under this policy, and reasonable efforts will be made to provide a private room or location in close proximity to the work area for this purpose.

Employees should advise management if they need break time and an area for this purpose. Please consult the Human Resources Department with questions regarding this policy.

9-4. Jury Duty Leave

Braddock Metallurgical, Inc. realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service, including fees received for jury duty service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required

absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Braddock Metallurgical, Inc. will not compensate non-exempt employees for time off while on jury duty leave. Exempt employees will be paid their full salary less jury duty fees for any week in which they performed work for Braddock Metallurgical, Inc. and missed work due to jury service.

9-5. Witness Leave

Employees called to serve as a witness in a judicial proceeding must notify their supervisor as soon as possible.

Employees will not be compensated for time away from work to participate in a court case, but may use available vacation and personal time to cover the period of absence.

Employees that appear in court to testify as a witness or victim, or to consult with a district attorney or obtain an order of protection, will not be disciplined or discharged for their absence.

9-6. Voting Leave

Employees who are eligible to vote in an election and who do not have at least four (4) consecutive hours before or after work while polls are open may request up to two (2) hours with pay to be used at the beginning or the end of their normally scheduled workday as designated by the employer to enable them to vote.

Employees must notify Braddock Metallurgical, Inc. of their intention to take time off to vote at least two (2) working days prior to Election Day.

9-7. Statutory Short-Term Disability Benefits

Braddock Metallurgical, Inc. also provides statutory short-term disability insurance.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

9-8. Family Military Leave

Employees who work an average of at least 20 hours per week and are spouses of military members generally are entitled to up to 10 days of unpaid leave during any period when the spouse in the military is on leave from active duty. Prior notice is requested for staffing reasons. Employees will not be retaliated against for exercising their rights under this policy.

Leave runs concurrently with FMLA Qualifying Exigency leave to the extent both are applicable.

Section 10 - North Carolina Addendum

10-1. School Attendance Leave

Braddock Metallurgical, Inc. will grant employees who are parents or guardians of school-age children up to four (4) hours of unpaid leave during any 12-month period to participate in activities at their children's school. Forty-eight hours' written advance notice is required. The leave shall occur at a time mutually agreed upon by the employee and Braddock Metallurgical, Inc. Braddock Metallurgical, Inc. may require verification of the employee's participation in the school activities. Employees must first use accrued paid time off for this purpose.

Section 11 - South Carolina Addendum

11-1. Pregnancy Accommodations

In compliance with South Carolina law (S.C. Code Ann. §1-13-80), Braddock Metallurgical, Inc. will not discriminate against an individual because of pregnancy, childbirth or related medical conditions, including, but not limited to, lactation. Braddock Metallurgical, Inc. will endeavor to make reasonable accommodations for the employee's medical needs arising from pregnancy, childbirth or related medical conditions, unless doing so would impose an undue hardship on the operation of the business.

Reasonable Accommodations

Reasonable accommodations may include, but are not limited to:

1. making existing facilities readily accessible to, and usable by, such employees, including acquiring or modifying equipment or devices necessary for performing essential job functions;
2. providing more frequent or longer break periods;
3. providing more frequent bathroom breaks;
4. providing a private place, other than a bathroom stall for the purpose of expressing milk;
5. modifying Braddock Metallurgical, Inc.'s food or drink policy;
6. modifying work schedules;
7. providing seating or allowing the employee to sit more frequently;
8. providing assistance with manual labor and limits on lifting;
9. temporarily transferring the employee to a less strenuous or hazardous vacant position, if qualified; or
10. providing job restructuring or light duty, if available.

Braddock Metallurgical, Inc. will not:

- deny employment opportunities to the employee based on the need to make such reasonable accommodations;
- require the employee to accept an accommodation that the employee chooses not to accept, if the employee does not have a known limitation related to pregnancy, or if the accommodation is unnecessary for the employee to perform the essential duties of their job;
- require the employee to take leave under any leave law or Braddock Metallurgical, Inc. policy if another reasonable accommodation can be provided to the employee; or
- take any adverse action against the employee in the terms, conditions or privileges of employment for requesting or using a reasonable accommodation.

Contact for Questions and Requests

If employees have any questions concerning this policy or if they wish to request an accommodation, they should contact Plant Manager.

11-2. Lactation Accommodation

Pursuant to South Carolina Lactation Support Act, Braddock Metallurgical, Inc. supports the legal right and necessity of employees who choose to express milk in the workplace. This policy is to establish guidelines for promoting a breastfeeding-friendly work environment and supporting lactating employees at Braddock Metallurgical, Inc.

Braddock Metallurgical, Inc. will make reasonable efforts to provide a reasonable amount of unpaid break time to accommodate employees desiring to express breast milk for their child, unless doing so poses an undue hardship on Braddock Metallurgical, Inc. If possible, the lactation break time must run concurrently with break time already provided to employees. Lactation break time that cannot run concurrently with paid break time already provided will be unpaid, subject to applicable law.

Braddock Metallurgical, Inc. will make reasonable efforts to provide employees with use of a room or location in close proximity to their work area, other than a toilet stall, in order to express milk in private.

Employees will not be discriminated against or retaliated against for choosing to express breast milk in the workplace in compliance with this policy and the law. Employees can contact the Human Resources Department with questions regarding this policy.

General Handbook Acknowledgment

This Employee Handbook is an important document intended to help employees become acquainted with Braddock Metallurgical, Inc. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because Braddock Metallurgical, Inc.'s operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Handbook.

I have received and read a copy of Braddock Metallurgical, Inc.'s Employees Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of Braddock Metallurgical, Inc. at any time.

I further understand that my employment is terminable at will, either by myself or Braddock Metallurgical, Inc., with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no representative of Braddock Metallurgical, Inc. other than the President may alter "at will" status and any such modification must be in a signed writing.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of Braddock Metallurgical, Inc.'s Employee Handbook.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

Receipt of Non-Harassment Policy

It is Braddock Metallurgical, Inc.'s policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by Braddock Metallurgical, Inc.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Braddock Metallurgical, Inc. premises, while on Braddock Metallurgical, Inc. business (whether or not on Braddock Metallurgical, Inc. premises) or while representing Braddock Metallurgical, Inc. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working

environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the Employee's Supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact any member of management. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, Braddock Metallurgical, Inc. will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

I have read and I understand Braddock Metallurgical, Inc.'s Non-Harassment Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

Time Clock Acknowledgement and Receipt

Time Clock and Biometrics Acknowledgement and Receipt

The employee named below has been advised and understands that Braddock Metallurgical, Inc. and the vendor of Braddock Metallurgical, Inc.'s time and attendance software collect, retain, and use biometric data for the purpose of identifying employees and recording time entries when utilizing (Company)'s biometric time clocks or time clock attachments. Biometric time clocks are computer-based systems that scan an employee's finger for purposes of identification. The computer system extracts unique data points and creates a unique mathematical representation used to verify the employee's identity. For example, when an employee arrives at or departs from the workplace.

Both State and Federal statutes regulate the collection, storage, use, and retention of "biometric identifiers" and "biometric information." "Biometric identifier" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. "Biometric information" means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual.

The employee understands that he or she is free to decline to provide biometric identifiers and biometric information to Braddock Metallurgical, Inc. and the vendor of Braddock Metallurgical, Inc.'s time and attendance software without any adverse employment action. The employee may revoke this consent at any time by notifying Braddock Metallurgical, Inc. in writing.

The undersigned employee acknowledges that he or she has received this Biometric Information Privacy Policy, and that he or she voluntarily consents to (Company)'s and the vendor of (Company)'s time and attendance software to collect, store, and use his or her biometric data through a biometric time clock, including to the extent that it utilizes the employee's biometric identifiers or biometric information as defined in applicable biometric privacy regulations, and voluntarily consents to Braddock Metallurgical, Inc. providing such biometric data to the vendor of Braddock Metallurgical, Inc.'s time and attendance software.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

New York: Receipt of Non-Harassment Policy

I have read and I understand Braddock Metallurgical, Inc.'s Non-Harassment Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.