

EMPLOYEE HANDBOOK



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TABLE OF CONTENTS

Forward to Employee Handbook

1.	Introduction	
1.1	Company History	4
1.2	Management Philosophy and Purpose	5
1.3	Employment at Will	6
2.	General Information	
2.1	Equal Employment Opportunity	7
2.2	Policy Concerning Unions	8
2.3	Confidential Information	9
2.4	Immigration and Naturalization	10
3.	Employment	
3.1	Orientation and Introduction Period	11
3.2	Physical Examination	12
3.3	Personnel and Medical Records	13
3.4	Evaluations	14
3.5	Resignation	15
3.6	Rehire	16
3.7	Reductions in Work Force	17
4.	Benefits	
4.1	Employee Benefits Insurance	18
4.2	Workers' Compensation	19
4.3	Unemployment Compensation	20
4.4	Vacation Policy	21
4.5	Bonus Day Policy	22
4.6	Holidays	24
4.7	Employee Events	25
5.	Compensation	
5.1	Pay and Scheduling	26
5.2	Overtime	27
5.3	Pay Discrepancies and Adjustments	28
5.4	Lectures, Meetings and Training Programs	29

5.5	SSIP.....	31
6.	Leaves of Absence	
6.1	Family and Medical Leave	32
6.2	Sick Days.....	37
6.3	Jury Duty.....	38
6.4	Military /Reserve Leave	39
7.	Safety and Security	
7.1	Safety	42
7.2	Weapons in the Workplace	43
7.3	Personal Property	44
7.4	Security	45
8.	Work Rules and Regulations	
8.1	Disciplinary Action.....	46
8.2	Complaint Procedure.....	50
8.3	Discrimination and Harassment Policy.....	51
8.4	Alcohol and Drug Abuse.....	53
8.5	Attendance Policy.....	58
8.6	Honesty.....	59
8.7	Efficiency.....	60
8.8	Solicitation and Distribution	61
8.9	Use of Tobacco Products	62
8.10	Personal Cell Phones	63
8.11	E-mail and Voice Mail	64
8.12	Use of Computers and the Internet.....	65
8.13	Social Media.....	67
	Drug Screen Acknowledgement for Applicants.....	69
	Drug Screen Acknowledgement for Current Employees.....	70
	Employee Acknowledgement Form.....	71

FORWARD

This handbook has been prepared to help you learn about M&L Electrical, Inc. Its sole purpose is to summarize the company's policies and procedures and to set forth facts that will be useful to know throughout your career here. This handbook supersedes all earlier employee handbooks and policy statements. The handbook is not a contract or guarantee of employment and no manager, supervisor, or employee of M&L Electrical, Inc. has any authority to enter into an agreement for employment for any specified period of time or to make any agreement for employment other than at-will. Only the President of M&L Electrical, Inc. has the authority to make any such agreement and then only in writing.

Please familiarize yourself with the contents of this handbook and keep it available for your reference when you have a question. M&L Electrical, Inc. retains the right to revise or modify any policies or procedures in the handbook without advance notice and at its sole discretion. Questions regarding any of the policies or procedures should be directed to Kim Hansen or Kim Wilkinson.

1.1 COMPANY HISTORY

HISTORY:

M&L Electrical, Inc. (“M&L” or the “Company”) was founded on July 4, 1975 by Charles Mosley and James Lockwood. Although Mr. Lockwood retired in 1998, Charles, Chris, Tracy Mosley, and an excellent staff have continued to make M&L one of the leading electrical contractors in our area. We proudly celebrate over 40 successful years in business as a result of ethics, dedication, and teamwork. We are very proud of the impeccable reputation we have established in the industry and with our customers.

Our current management team consists of:

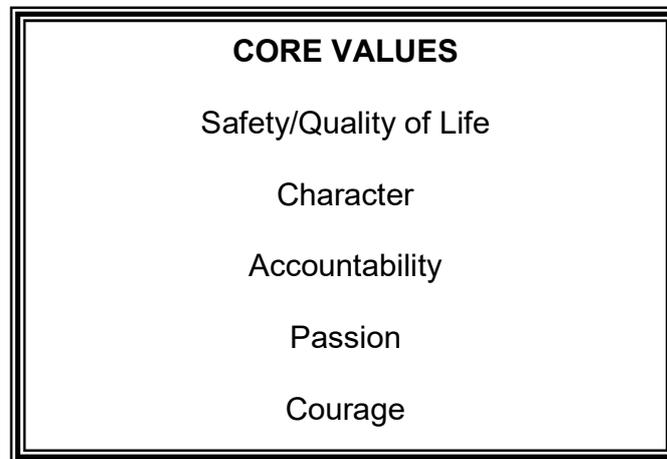
Charles Mosley	CEO
Chris Mosley	President
Tracy Mosley	Secretary/Treasurer
Curtis White	Vice President
Dale Carter	Project Manager
Justin Mosley	Project Manager
Josh Mosley	Project Manager
Justin Hardcastle	Project Manager
Wayne Duff	Engineering Manager
Randy Witty	Manager, M&L Technical Systems
John Durham	Project Manager, M&L Technical Systems
Kim Hansen	Safety/Training Director
Kim Wilkinson	Assistant Office Manager
Ellen Bland	Accountant, CPA
Leigh Bayles	Administrative Assistant

M&L also has branch office locations in Lexington, Kentucky and Cartersville, Georgia.

1.2 MANAGEMENT PHILOSOPHY

Our Company is a working team of all employees. We work together to serve our customers and to solve problems and we believe that our policies and procedures allow employees to resolve any work problems rapidly.

At M&L, we realize that team work is vitally important to the overall success of our Company and our workers. Therefore, our team concept will be of great value to you and our organization. We hope that as part of the M&L team, you will do your part to achieve this, as we will do ours.



PURPOSE

We strive to champion an environment where each team member can reach their greatest potential. A company who is not measured by just profits but by the number of positively changed lives.

1.3 EMPLOYMENT AT WILL

Nothing contained in this policy manual, M&L's employment application or in any other materials or information distributed by the organization creates a contract of employment between an employee and M&L. Employment at M&L is on an at-will basis. At-will employment has no specific duration, and employees are free to resign their employment at any time for any reason. M&L retains that same right. No statements to the contrary, written or oral, made either before or during an individual's employment can change this. No individual supervisor, manager, or officer can make a contrary agreement except for the President, and even then, such an agreement must be set forth in a written employment contract with the employee, signed by the President.

The policies in this manual are intended for all employees of M&L, its divisions, and subsidiaries. The organization reserves the right to revise, change, or terminate policies or procedures at any time, with or without notice.

2.1 EQUAL EMPLOYMENT OPPORTUNITY

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at M&L will be based on merit, qualifications, and abilities. M&L does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age (40 or over), known disability, genetics, political affiliation or belief or any other characteristic protected by law. This policy governs all aspects of employment including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

2.2 POLICY CONCERNING UNIONS

M&L strongly believes that a union is not necessary in our operations. We feel it is desirable for an employee to deal directly with management without the interference of a third party. **WE DO NOT NEED OR WANT A UNION** to represent our employees.

In a union-free company, you can deal directly with management on all issues and problems that concern you with complete freedom to think and speak for yourself. It is not necessary for you or your co-workers to pay dues to a union in order to work and be treated fairly and with respect by the Company.

M&L wants its operations to be union free because we are convinced that wherever there is a union, there is trouble, strife, and discord. A union would not benefit anyone. The Company accepts its responsibility to provide good working conditions, pay, and benefits. The Company is committed to dealing fairly with you. The Company will continue to evaluate and change our policies, practices, and benefits to meet your needs. **YOU HAVE THE RIGHT IN A UNION-FREE COMPANY TO DEAL DIRECTLY WITH MANAGEMENT IN THESE MATTERS.** All concerned should want to keep that right.

We encourage you to never sign a union authorization or membership card or petition. Unions will tell you anything to get you to sign a card. However, your signature may be used to bring a union here without even giving you the right to vote, in private, to express your choice. Signing a union card or petition is like giving the union a signed blank check. Don't do it.

It is our belief that a union-free environment is in the best interest of our employees, our company, our customers, and our community.

2.3 CONFIDENTIAL INFORMATION

During the course of your employment, you may be provided with or have access to Confidential Information. Access to Confidential Information should be on a “need-to-know” basis only. Employees are not to disclose any such information to any other person in the Company unless there is a legitimate business reason for doing so or to any person outside the Company unless management has expressly stated that the information can be disclosed to that person. This obligation exists even after the employee leaves the Company. Any employee having access to or possession of Confidential Information must take all reasonable measures to safeguard such information. Confidential Information may not be removed from work premises without prior written authorization from management.

“Confidential Information” includes but is not limited to: advance plans; unpublished financial data; unannounced construction, expansion, or improvement; the amount of capital investment for new, expanded or renovated facilities; job bids or quotes; proposed prices and warranties; lost data; projected earnings; major upcoming changes in management, policy or product; data relating to employees; data showing the composition of the work force, drawings, specifications or operating characteristics of product or proposed product which have not been made public; test data; manufacturing methods; information on suppliers’ prices, quantities and relations; and all documents and information containing one (1) or more of the above as well as all documents, things or processes marked “Confidential” or which you are told are confidential.

There should be no public statements relating to product and business information, as well as legal matters, without the prior approval of management.

2.4 IMMIGRATION AND NATURALIZATION

Form I-9, Employment Eligibility Verification is the form that is required by the Department of Homeland Security - U.S. Citizenship and Immigration Services to document eligibility for employment in the United States. All employees, citizens and noncitizens, hired after November 6, 1986, must complete Section 1 of Form I-9 at the time of hire. The Company is responsible for ensuring that Section 1 of Form I-9 is timely and properly completed by you. The Company must check employment verification and ensure Sections 2 and 3 of the Form I-9 are properly completed.

Employers must complete Section 2 of Form I-9 by examining evidence of identity and employment eligibility within three (3) business days of the date employment begins. You may not continue employment without these identification documents.

3.1 ORIENTATION AND INTRODUCTORY PERIOD

New employees will go through an orientation period following hire in which the employee will learn about the Company, its philosophy, environment, and your role as a team member. We take pride in believing that our Company is different than most. We work hard to maintain good communications and working relationships between all employees.

During this period, an employee will be introduced to the Company and will receive information on the following:

- A. New Employee Indoctrination
- B. Employee Benefits
- C. Equipment Policy
- D. Working Hours
- E. Wage and Salary Policy
- F. Employee Responsibilities
- G. Workplace Safety Program

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. M&L uses this period to evaluate employee capabilities, work habits, and overall performance. This introductory period does not create a contract or guarantee of employment, and either the employee or M&L may end the employment-at-will relationship at any time during or after the introductory period, with or without cause or advance notice.

New and rehired employees work on an introductory basis for the first sixty (60) calendar days after their date of hire. Any significant absence will automatically extend an introductory period by the length of the absence. If M&L determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

3.2 PHYSICAL EXAMINATION

Before starting to work, any individual to whom the Company has made a conditional offer of employment may be required to have a complete physical examination by a physician selected by the Company. Pre-placement physicals may also include drug screenings. Refusal to submit to a drug screening may result in revocation of an employment offer.

3.3 PERSONNEL AND MEDICAL RECORDS

The employment application is an important phase of the hiring procedure and becomes a part of the employee's permanent record. Information submitted on the application form is held in confidence and is subject to verification. You are required to notify the Project Manager of any changes in address, telephone number, marital status, or dependents. Falsification of information or the discovery of unfavorable information as a result of investigation may result in discharge.

A separate and confidential medical file will be created for you and your dependent(s) for any known information pertaining to health conditions or health claims.

Personnel files are the property of the Company and access to the information they contain is confidential and restricted. Only management personnel who have a legitimate reason to review information in a file are allowed to do so, unless otherwise required by law. Employees in need of information from their personnel file may make a written request to the Office Manager at the Company's home office. Former employees of the Company are generally not entitled to information from their personnel file, with the exception of medical records, unless otherwise required by law.

Persons requesting verification of employment will be given a hire date, title, and termination date, if applicable. Absent an appropriate release or Court directive, no information concerning performance or skill will be provided. Rate of pay will be given if directed in writing by you.

3.4 EVALUATIONS

An evaluation will be conducted by your superintendent and project manager to see if you are eligible for a pay increase. These evaluations are done at the project manager's discretion.

You are strongly encouraged to talk with your foreman, superintendent, or project manager any time you have a question or concern regarding your performance.

3.5 RESIGNATION

If you plan to resign, please inform the office at least two (2) weeks in advance so that we will have adequate time to fill your position. Return any Company-issued items to your supervisor or project manager, who will typically conduct an exit interview and issue your final paycheck.

3.6 REHIRE

The Company, at its discretion, may rehire former employees. It will do so only after a thorough review of the employee's past personnel records and only by approval of management.

When a former employee is rehired, their benefits will begin based on their new hire date. They will be eligible for insurance in 90 days of their new hire date and will be eligible for holiday pay in one year of new hire date.

3.7 REDUCTIONS IN WORK FORCE

Due to the seasonal aspect of the construction industry, occasional reductions in personnel are unavoidable. Should the Company be required to reduce the work force for economic or business reasons, employees will be treated in a fair and equitable manner. The following factors will be considered: qualifications, job performance, and length of service. The final decision is reserved to management.

4.1 EMPLOYEE BENEFITS INSURANCE

The Company offers life and health insurance to full time employees who have been employed with M&L for a minimum of 90 days. A significant portion of this premium is paid by the Company for you. Dependent coverage is available for those eligible at the expense of the employee. Because it is a group plan, the cost to you is usually considerably less than what you would pay for a private plan. Upon nearing your eligibility date, contact the main office and discuss possible enrollment and benefits.

Upon termination of your employment, you may elect to continue group medical insurance benefits for yourself and any covered dependents at your expense for a period of at least 18 months from the date of your termination. If you have any questions regarding continuation of health coverage under COBRA, please contact the main office.

You must notify the home office of any changes in marital status or number of dependents within 30 days from the date this change occurs. Please also notify the home office of any address change or coverage by a new company for you and/or your dependents.

4.2 WORKERS' COMPENSATION

The Company provides you with workers' compensation benefits beginning on the day you begin your employment with M&L. It is our belief that safety is everyone's responsibility. These benefits are paid by the Company and provide for partial lost wages and medical and hospital services for on-the-job injuries. There are well-defined provisions that must be met to ensure that employees qualify for workers' compensation benefits. You must immediately report all accidents and injuries which occur on the job to your supervisor. Failure to report may jeopardize your eligibility for workers' compensation benefits. Report all accidents and injuries, no matter how small or minor they may seem to you. Should you fail to notify your supervisor of an on-the-job accident and you later suffer complications from the accident, there may be reasonable doubt at the time of your claim, and you may lose your compensation.

4.3 UNEMPLOYMENT COMPENSATION

Unemployment compensation provides income in the event employees are unemployed through no fault of their own. The Company pays the entire cost of unemployment benefits. Eligibility for unemployment insurance benefits will be determined by the laws of the state in which you live. Employees who are laid off due to lack of work will be eligible for benefits as prescribed by law.

4.4 VACATION POLICY

All full time employees, after completing one (1) year of service, are eligible for one (1) week of paid vacation. Vacation is deemed as five (5) working days for a total of 40 hours. After an employee becomes eligible, vacation days may be taken one (1) hour at a time, one (1) day at a time or a week at time. Please notify your immediate supervisor at least one (1) month prior to the time you would like to take vacation time. Vacation time must be scheduled and is subject to the approval of the Project Manager.

All vacation time must be used by the end of each anniversary year, or you will receive a check for any unused time.

4.5 BONUS DAY POLICY

Employees will be allowed up to five (5) unpaid absences per year. Three (3) of the five (5) days must be excused while two (2) days will be allowed for emergency days. An excused day is defined as any day you call in within one (1) hour of your scheduled start time. An emergency day is defined as any day that you cannot notify management within one (1) hour of your scheduled start time. We prefer to have at least a one-week notice prior to any time you will be missing work.

Bonus days cannot be carried over from one year to the next.

Each employee must earn the five (5) bonus days each year. In order to do so, you must have no more than five (5) absences during the previous year. As of January 1 of any year, if you have used all of your unpaid bonus days (three excused and two emergency), you may use your vacation days as excused days, assuring that you will have the additional five (5) bonus days for the next year. The use of vacation days is contingent on the main office being notified by the start of the next scheduled work shift of the project on which you are working.

Examples (all assume you have been employed more than one year):

1. You are an employee who rarely misses work. You typically miss less than five (5) days every year. If you keep this up, at the beginning of the New Year, you will have five (5) vacation days and five (5) bonus days.
2. You miss work occasionally for family reasons but you always timely inform management of the time you will need off from work. You need to make sure that you miss no more than five (5) days, (three excused and two emergencies) and what vacation days you have for the year. If you do this you will have five (5) vacation days and five (5) bonus days for the New Year. If you fail to do this, you will have five (5) vacation days and no bonus days.
3. You miss work every other week for some unforeseen reason. You try to inform management ahead of time, but half of the time you do not. If you keep this up, you will have five (5) vacation days and no bonus days for the new year.
4. You miss work more than five days a year but much less than a day every other week. You need to manage how many days you are off and consistently give notice when you will not be at work. Between now and December 31 you have five (5) days (3 excused and 2 emergency) plus your remaining vacation days for the year. If you miss work more than that number of days, you will not earn your bonus days for the upcoming year.

To use vacation days in lieu of the five (5) bonus days (3 excused and 2 emergency) the main office must be notified by the start of the next scheduled work shift. All extended illnesses will be dealt with on a case-by-case basis.

Notification:

All notification of absences shall be made to the immediate supervisor as well as via text message to (270) 681-3810. A message to this number may be placed at any time.

4.6 HOLIDAYS

After 1 year of employment, all employees actively on the payroll on the date celebrated as a holiday who work the scheduled day before the holiday and the scheduled day after the holiday are eligible for the following six (6) paid holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

If the holiday falls on a Saturday or Sunday, we will observe it on the previous or next work day, for example: if Christmas is on a Saturday, the holiday will be observed on Friday. If Memorial Day falls on a Sunday, the holiday will be observed on Monday.

Holiday pay is at the company's discretion and contingent upon the company's financial situation.

4.7 EMPLOYEE EVENTS

Employee events, such as picnics and holiday parties, will be scheduled as business conditions permit. These are family events and all employees and their families are invited. You will be notified well in advance of the scheduled day.

5.1 PAY AND SCHEDULING

The pay period of M&L runs from Monday through Sunday. All time worked during this period will be paid on the Friday following the last day of the pay period. The workday is from 7:00 a.m. to 3:30 p.m. allowing for a 15 minute break in the morning and afternoon. Normally, a 30 minute unpaid lunch period is provided.

5.2 OVERTIME

The workweek is Monday through Sunday. If during that seven (7) day period you are not exempt and work in excess of 40 hours, you will be paid one and one-half (1½) times your regular rate of pay for all time over 40 hours. Any vacation or holiday pay will not qualify for hours worked for purposes of calculating overtime pay. Double time is paid on Sundays and holidays worked once the required 40 worked hours are met.

5.3 PAY DISCREPANCIES AND ADJUSTMENTS

In the event you feel an error has been made in computing your paycheck and a discrepancy exists, contact your supervisor covering that day worked. If a discrepancy exists, we will correct the error in the following pay period.

5.4 LECTURES, MEETINGS AND TRAINING PROGRAMS

A. General

Attendance at lectures, meetings, training programs and similar activities need not be counted as working time if the following criteria are met:

1. Attendance is outside of the employee's regular working hours;
2. Attendance is, in fact, voluntary;
3. The course, lecture, or meeting is not directly related to the employee's job; and
4. The employee does not perform any productive work during such attendance.

B. Mandatory Attendance

Attendance is not voluntary if required by the Company. Additionally, attendance is not voluntary if the employee understands or is led to believe that his or her present working conditions or the continuance of his or her employment would be adversely affected by nonattendance.

C. Job Related Training

The training is directly related to the employee's job if it is designed to make the employee handle the job more effectively, which is distinguishable from training the employee for another job or for a new or additional skill. Where a training course is instituted for the bona fide purpose of skill and is not intended to make the employee more efficient in his or her present job, the training is not considered directly related to the job, despite the fact that the course incidentally improves the employee's skill in doing regular work. If an employee, on his or her own initiative, attends an independent school, college or independent trade school after hours, the time is not hours worked for the Company even if the courses are related to the job.

D. Special Situations

Some special situations in which the time spent in attending lectures, training sessions and courses of instruction are not considered hours worked. For example, the Company may establish for the benefit of its employees a program of instruction which corresponds to courses offered by independent bona fide institutions of learning. Voluntary attendance by an employee at such courses outside of working hours would not be hours worked even if they are directly related to the job or paid for by the Company.

E. Apprenticeship Training

Time spent in an organized program of related, supplemental instruction by employees working under bona fide apprenticeship programs may be excluded from working time if the following criteria are met:

1. The apprentice is employed under a written apprenticeship agreement or program which has been approved by the appropriate state agency; and
2. Such time does not involve productive work or performance of the apprentice's regular duties. If the above criteria are met, the time spent in such related supplemental training shall not be counted as hours worked unless the written agreement specifically provides that it is hours worked. The mere payment or agreement to pay for time spent in related instruction does not constitute an agreement that such time is hours worked.

5.5 SSIP (Shared Savings Incentive Plan)

How the Shared Savings Incentive Program Works:

- A target gross profit will be established on each contract, Fix or T&M.
- Target will be based on gross profit needed to recover operating expense as well as a net profit for the company.

- 25% of the amount over the target gross profit will go into the savings pool.
 - An example:
 - A one million dollar contract (job) has a Target Gross Profit of 20% established which is \$200,000.
 - The job ends up with a Gross Profit of 25% (5% over projection) which is \$250,000.
 - So the difference is \$50,000 (250,000 - 200,000)
 - Well, 25% of \$50,000 goes into the pool which is \$12,500.

- T&M jobs will work the same except they will be evaluated by yearly Gross Profit.
- Poor performing jobs
 - 25% of the amount under target comes out of the pool.
 - An example:
 - 15% target, 12% actual = 3% Under Target.
 - So 25% of the 3% will come out of the pool.

- The monetary pool is divided into shares. Total shares will be calculated by adding the individual shares.
 - Example:
$$\frac{\text{Dollars in the Pool}}{\text{Total Company Shares}} = \text{Share Value}$$

- Employees will earn shares in the following ways:
 - Hours worked x base pay per hour = number of shares
 - An example:
 - 2032 Hours worked (for the year) x \$16.50 (per hour) = 33,528 shares.
 - Overtime hours will be counted at the straight time rate, vacation and holiday hours will not count.
 - Payouts will happen in June and December yearly based on the calculations above.

- Employees are eligible for the SSIP after 6 months of employment.

6.1 FAMILY AND MEDICAL LEAVE

Basic Leave Entitlement:

The Company provides eligible employees up to 12 weeks of unpaid, job-protected leave for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care (*note: the leave must be taken within 12 months from date of birth, placement or adoption*);
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition (*note: children must be under age 18 or incapable of self-care because of a mental or physical disability*); or
- For a serious health condition that makes the employee unable to perform the essential functions of the employee's job.

Except in the case of leave to care for a covered service member with a serious injury or illness, an eligible employee's FMLA entitlement is limited to a total of 12 workweeks of leave during any 12-month period. The Company uses a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave. This means that each time an employee takes FMLA leave the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months. For example, if an employee has taken eight weeks of leave during the past 12 months, an additional four weeks could be taken.

When a husband and wife are both employed by the Company and eligible for FMLA leave, they are limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken for the birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement, or to care for the employee's parent with a serious health condition.

Military Family Leave Entitlements:

A. Military Exigencies

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation (a "covered military member") may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include:

- Up to seven calendar days of leave beginning from the date a covered military member receives a short-notice deployment (i.e., deployment to active duty in seven or fewer calendar days);

- Time off to attend an official ceremony, program, or event sponsored by the military that is related to the covered military member's active duty or call to active duty status;
- Time off to arrange alternative childcare for a child of a covered military member called to active duty, including such things as childcare on an urgent immediate need basis (not routine childcare), enrolling the child in a new school, or attending meetings with school staff such as parent-teacher conferences;
- Time off to address certain financial or legal arrangements for the covered military member in his/her absence, such as preparing and executing financial and healthcare powers of attorneys;
- Time off to act on behalf of a covered military member before federal, state or local agencies for the purpose of arranging or appealing military service benefits while they are on active duty and for up to 90 days following the termination of the covered military member's active duty status;
- Time off to attend certain counseling provided by someone other than a health care provider, provided the need for counseling arising from the active duty or call to active duty status of the covered military member;
- Time off to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during the period of deployment;
- Time off to attend post-deployment reintegration briefings, arrival ceremonies, events and other official programs sponsored by the military for a period up to 90 days following the termination of the covered military member's active duty status; and
- Time off to address issues that arise from the death of a covered military member such as meeting and recovering the body and making funeral arrangements.

An employee whose family member is a member of the regular Armed Forces is not eligible to take leave because of a qualifying exigency.

B. Leave to Care for a Covered Service Member

The FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period.

In order to care for a covered service member, an eligible employee must be the spouse, son, daughter, parent or next of kin of a covered service member.

A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

The 12-month period described in this section begins on the first day the employee takes leave to care for the covered service member and ends 12 months after that date. If the employee does not use all of the 26 workweeks of leave entitlement to care for a covered service member during this single 12-month period, the remaining part of the 26 workweeks of leave entitlement to care for the covered service member is forfeited.

FMLA leave taken for any other qualifying reason during the single 12-month period will be counted against the 26 weeks of leave available to care for a covered service member.

When a husband and wife are both employed by the Company and eligible for FMLA leave, they are limited to a combined total of 26 workweeks of leave during the single 12-month period described in this section if the leave is taken for the birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement, to care for the employee's parent with a serious health condition, or to care for a covered service member with a serious injury or illness.

Benefits and Protections:

During an FMLA leave, an employee's health coverage under any group health plan will be maintained on the same terms as if the employee had continued to work. The employee will be responsible for the payment of his/her share of the premium during the course of the leave.

Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms. Taking FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave.

Employees will not lose any length of service or other benefits that were accumulated before the FMLA Leave was taken. Employees may not, however, be entitled to discretionary raises, promotions, or other benefits that become available during the period of leave.

Eligibility Requirements:

To be eligible for FMLA leave an employee must satisfy two conditions as of the time the leave starts:

- They must have worked for the Company at least one year; and
- They must have worked at least 1,250 hours over the previous 12 months.

Definition of Serious Health Condition:

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 3 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.

Use of Leave:

An employee does not need to use FMLA leave in one block of time. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. For example, intermittent leave is not available for the birth of a healthy child or placement of a healthy child for adoption or foster care. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave:

During FMLA leaves, employees are required to substitute accrued paid vacation for unpaid FMLA leave. The term "substitute" means that the paid vacation provided by the Company, and accrued pursuant to the Company's policies, will run concurrently with the unpaid FMLA leave.

When an employee is receiving workers' compensation or disability benefits, paid leave will not be substituted until after those benefits have stopped. However, when an employee is on disability or workers' compensation leave, those absences will be counted against the FMLA leave entitlement, provided the employee is eligible and has a serious health condition.

Employee Responsibilities:

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and must comply with the Company's normal call-in procedures.

Employees must provide sufficient information in a timely manner for the Company to determine if the leave qualifies under the FMLA and the anticipated beginning and ending dates of the leave. Employees will be required to provide a medical certification

from a certified health care provider supporting the necessity for the leave. Employees must also inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified. M&L reserves the right to require a second opinion from a health care provider of its choice and at its expense. If the first and second opinions differ, M&L may, at its expense, require the employee to obtain certification from a third health care provider designated jointly by M&L and the employee. Employees also may be required to provide a periodic recertification supporting the need for leave.

An employee on leave will be required to report periodically on the employee's status and intent to return to work. An employee returning from a FMLA leave taken because of his or her own serious health condition must provide certification from a health care provider that the employee is able to resume work and can perform the essential functions of the employee's job. Failure to provide the certification may delay reinstatement. If reasonable safety concerns exist, the Company may periodically request certification for fitness for duty for an employee taking intermittent FMLA for a serious health condition.

If an employee does not return to work when his/her FMLA leave expires, or fails to request consideration for an extension of the leave before it expires, the Company will terminate the employee's employment effective at the beginning of the shift on the first scheduled workday that is missed following the expiration of the FMLA Leave.

The Company's Response:

When a leave is requested, the Company will review the request and advise the employee as to whether they are eligible for an FMLA leave. Eligible employees will be provided additional information concerning their rights and responsibilities during the leave. Employees will be advised if the leave has been designated as FMLA-protected and the amount of time counted against the employee's leave entitlement. Likewise, employees will be notified if the Company determines that the leave is not FMLA-protected.

FMLA Protections:

The Company intends to fully comply with its obligations under the FMLA. The Company will not interfere with, restrain, or deny the exercise of any right provided under the FMLA. The Company will not discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to FMLA. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

Employees on approved FMLA Leave will not receive pay for lost time or any holiday pay, other than earned, unused vacation time. Employees on an approved FMLA leave will not earn any additional vacation time or holiday pay while on leave of absence.

6.2 SICK DAYS

M&L does not offer paid sick days. Time worked is time paid.

6.3 JURY DUTY

If an employee is summonsed to serve for jury duty, the employee should promptly provide a copy of the summons to the Project Manager. Employees summonsed for jury duty will be permitted time off, without pay, to serve.

6.4 MILITARY/RESERVE LEAVE

A military leave of absence will be granted to employees who are absent from work because of service in the United States uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

An employee's salary will not continue during a military leave unless required by law. However, employees may request to use any vacation time accrued during military leave. Benefit coverage will continue for 31 days as long as employees pay their normal portion of the cost of benefits. For leaves lasting longer than 31 days, employees will be eligible to continue health benefits under COBRA and will be required to pay 102 percent of the total cost of their health benefits if they wish to continue benefits.

If employees are reservists in any branch of the Armed Forces or members of the National Guard, they will be granted time off for military training. Such time off will not be considered vacation time; however, employees may elect to have their reserve duty period be considered as vacation time to the extent they have such time available.

Reemployment

Upon an employee's prompt application for reemployment (as defined below), an employee will be reinstated to employment in the following manner depending upon the employee's period of military service.

1. *Less than 91 days of military service* – (i) in a position the employee would have attained if employment had not been interrupted by military service; or (ii) if found not qualified for such position after reasonable efforts by the Company, in the position in which the employee had been employed prior to military service.
2. *More than 90 days and less than 5 years of military service* – (i) in a position the employee would have attained if employment had not been interrupted by military service or a position of like seniority, status and pay, the duties of which the employee is qualified to perform; or (ii) if proved not qualified after reasonable efforts by Company, in the position the employee left, or a position of like seniority, status and pay, the duties of which the employee is qualified to perform.

3. *Employee with a service-connected disability* – if after reasonable accommodation efforts by the employer, an employee with a service-connected disability is not qualified for employment in the position he or she would have attained or in the position that he or she left, the employee will be employed in (i) any other position of similar seniority, status and pay for which the employee is qualified or could become qualified with reasonable efforts by the Company; or (ii) if no such position exists, in the nearest approximation consistent with the circumstances of the employee's situation.

Application for Reemployment

An employee who has engaged in military service must, in order to be entitled to the reemployment rights set forth above, submit an application for reemployment according to the following schedule:

1. *If service is less than 31 days (or for the purposes of taking an examination to determine fitness for service)* – the employee must report for reemployment at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service and the expiration of eight (8) hours after a time for safe transportation back to the employee's residence.
2. *If service is for 31 days or more but less than 181 days* – the employee must submit an application for reemployment no later than 14 days following the completion of service.
3. *If service is over 180 days* – the employee must submit an application for reemployment no later than 90 days following the completion of service.
4. *If the employee is hospitalized or convalescing from a service-connected injury* – the employee must submit an application for reemployment no later than two (2) years following completion of service.

Exceptions to Reemployment

In addition to the employee's failure to apply for reemployment in a timely manner, an employee is not entitled to reinstatement as described above if any of the following conditions exist:

1. The Company's circumstances have so changed as to make reemployment impossible or unreasonable

2. Reemployment would pose an undue hardship upon the Company.

3. The employee's employment prior to the military service was merely for a brief, non-recurrent period, and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period.

4. The employee did not receive an honorable discharge from military service.

General Benefits Upon Reemployment

Employees reemployed following military leave will receive seniority and other benefits determined by seniority that the employee had at the beginning of the military leave, plus any additional seniority and benefits the employee would have attained, with reasonable certainty, had the individual remained continuously employed. An employee's time spent on active military duty will be counted toward their eligibility for FMLA leave once they return to their job at M&L. Additionally, upon reemployment, a covered employee will not be discharged except for cause for up to one year following reemployment.

Documentation

Upon the employee's reapplication for employment, the employee may be requested to provide the Company with military discharge documentation to establish the timeliness of the application for reemployment, the duration of the military service, and the honorable discharge from the military service.

7.1 SAFETY

The safety of our employees, through the prevention of job accidents, is one of the primary considerations of M&L. Our policy is to provide, within our control, a safe working environment, free from recognized hazards, and to minimize, or hopefully eliminate, injury at work. This policy also applies to the prevention of physical damage to our vehicles, all equipment and to the well being and property of our customers, as well as the general public. We will comply with the safety standards of each state, federal and municipal agency which regulates our business operations.

The cooperation of every person in our Company is necessary to ensure the high standards of job safety that we must maintain. One of the conditions of employment is that you understand and follow the work rules as outlined in our Safety Rules and Practices. The key to a successful program, as always, rests with each individual worker who makes the commitment to being safety conscious every minute of every day. Together our efforts can produce excellent results.

During the new employee's orientation process, a manual will be provided to each employee that will address such issues as lockout or tagout system procedures, the hazard communication program and M&L's safety procedures. Please read this manual and sign where designated and return the sheet to the home office. These plans and procedures are very important. If you have any questions about these plans and/or procedures, please contact the home office.

7.2 WEAPONS IN THE WORKPLACE

To the extent permitted by law, the Company prohibits all persons who enter onto Company property from carrying a handgun, firearm, or other prohibited weapon of any kind onto the property, regardless of whether the person is licensed to carry the weapon. This policy applies to all Company employees, contract and temporary employees, visitors, customers, and contractors on Company property. All Company employees are also prohibited from carrying a weapon described in this policy while acting in the course of their employment for the Company, whether or not they are on Company property at the time. This policy further prohibits employees, family members, visitors or guests from carrying weapons while at Company-sponsored functions such as parties or picnics.

Prohibited weapons include all handguns, firearms, or any other weapon from which a shot may be discharged, explosives, artificial knuckles, and any knife other than an ordinary pocket knife. If you have a question about whether an item is covered under this policy, please contact the home office. You are responsible for making sure that any potentially covered item you possess is not prohibited by this policy.

Company property includes, without limitation, all Company owned or leased buildings, and work sites where the Company has ongoing jobs. Company vehicles are covered by this policy at all times regardless of their location.

Failure to abide by all terms and conditions of this policy may result in disciplinary action, up to and including termination of employment.

Any employee having questions concerning this policy should contact the home office. While the Company has a policy prohibiting weapons, nothing in this policy shall be construed as creating any duty or obligation on the part of the Company to take any actions beyond those required of an employer by existing law.

7.3 PERSONAL PROPERTY

Please limit, to the extent possible, bringing your personal property onto Company premises. The Company does not assume responsibility for theft of or damage to your car, its contents or any other personal property which you bring onto Company premises. This includes personal glasses, clothes, tools, etc. It is your responsibility to provide such insurance you deem appropriate to protect your personal property. Any damage, loss, or theft should be reported to your immediate supervisor or to the home office immediately.

7.4 SECURITY

Violence in the workplace is a very real concern. The security of the Company, its facilities, and employee property is of primary importance. We ask that our employees be vigilant in their work areas and make sure that unauthorized people are not wandering around unattended and that personal items are not readily accessible.

Threats, stalking, threatening and abusive behavior, or acts of violence against employees, visitors, customers, and/or Company facilities or property by anyone on Company property, on a Company-controlled job site, or in connection with Company employment or Company business will not be tolerated (even those made in jest). Violations of this policy may lead to corrective action up to and including termination of employment and/or referral to the appropriate law enforcement agencies for arrest and/or prosecution. M&L reserves the right to take any necessary legal action to protect its employees.

Any person who makes threats, stalks, exhibits threatening behavior, or engages in violent acts on Company premises, on a Company-controlled job site, or in connection with Company employment or Company business shall be removed from the premises as quickly as safety permits and shall remain off Company premises pending the outcome of an investigation. Following the investigation, M&L will initiate an immediate and appropriate response. This response may include but is not limited to suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or civil or criminal prosecution of the person or persons involved.

All employees are responsible for notifying his/her immediate supervisor of any threats that they witness or receive or that they are told another person witnessed or received. Even without a specific threat, all employees should report any behavior they have witnessed that they regard as potentially threatening or violent or that could endanger the health or safety of an employee when the behavior has been carried out on Company property, on a Company-controlled job site, or is connected to Company employment or Company business. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threatening behavior and the person or persons being threatened. M&L understands the sensitivity of the information requested and will respect the privacy of the reporting employee to the extent permitted by law.

8.1 DISCIPLINARY ACTION

A. Introduction

M&L believes that reasonable rules and guidelines regarding employee conduct are necessary for a safe and efficient workplace. The Company has the right and the duty to maintain discipline, including the enforcement of safety and other plant rules, since it is responsible for the efficient operation of the business. The following are guidelines only. Abiding by Company rules and guidelines do not create a contract or guarantee of employment and does not change the longstanding right of either party to terminate the employment relationship at will.

The Company reserves the right to take into consideration appropriate mitigating or aggravating circumstances and will apply any disciplinary action in a fair and equal manner.

B. Disciplinary Progression

Disciplinary action *typically* follows the subsequent progression:

- 1) **Warning One**
A verbal warning may be documented in your employee file. You will be notified verbally that you have received a warning and you will be expected to immediately correct the violation. This violation will be communicated to your immediate supervisor and documented as a verbal warning.
- 2) **Warning Two**
A written warning will be documented in your employee file. You will be notified in writing, and you will be asked to sign the document acknowledging its issuance. You will also be sent home for the remainder of the day without pay or suspended, without pay, for a specified period of time.
- 3) **Warning Three (Possible Termination)**
In the event you receive a third violation (same violation or any other), you may be dismissed immediately.

If six (6) months have elapsed since you last received disciplinary action, the disciplinary action will begin at step one. M&L will, in most cases, look at four (4) main factors when determining an employee's disciplinary action:

- 1) Seriousness of offense;
- 2) Repetition or duration of offense;
- 3) Existence of any prior offenses and disciplinary actions; and

- 4) Employee response to previous disciplinary actions and current impending disciplinary action.

Depending on these four (4) factors, we may skip any of the disciplinary progression steps listed above. In the most serious cases, termination may be the first and only disciplinary action taken.

C. Determinants of Disciplinary Action

The following is a list of the conduct that may result in immediate termination without prior warning. This list is not all inclusive. The Company retains the right to immediately dismiss any employee whose conduct is detrimental to the welfare of the Company or its employees.

- 1) Supplying false or misleading information of a material nature when applying for employment or at any time during employment, falsifying Company records, reports, work records, time records or the work or time records of other employees, or providing false information during any Company investigation;
- 2) Possessing firearms, dangerous or deadly weapons or explosives on Company premises or while off Company premises conducting Company business;
- 3) Theft, misappropriation or inappropriate removal or possession of Company or employee property;
- 4) Reporting for work under the influence of intoxicants or drugs, drinking alcoholic beverages, using or possessing alcohol, illegal drugs or prescription drugs not prescribed to the employee either during working hours or during breaks, either on or off Company premises, or reporting to work in a physical condition which makes it unsafe for the Company or the employee;
- 5) Refusing to submit to drug and alcohol testing at the request of the Company;
- 6) Refusing to obey a direct order of a supervisor, being insubordinate or disobedient, or making inappropriate threats to any person;
- 7) Disrespectful, disorderly, immoral, indecent, immature or other inappropriate conduct; gambling, assault, battery or fighting on Company premises or job site or while conducting Company business; coercion, intimidation or threats of any kind against coworkers or customers; using vulgarity or failing to give a high degree of service and courtesy to any customer;

- 8) Abusing or defacing Company property or property of other contractors or customers; stealing, immoral conduct or any act on Company premises intended to destroy property or inflict bodily injury;
- 9) Intentional or negligent damage to the Company, its property, its employees or employees' property;
- 10) Soliciting persons for immoral purposes or the aiding and/or abetting of same;
- 11) Offering or taking a bribe of any kind in connection with work;
- 12) Interfering with or hindering of work schedules; failure or refusal to do assigned work or to follow standard work procedures;
- 13) Failure to perform job or work assignments satisfactorily, safely and efficiently;
- 14) Sleeping on duty;
- 15) Excessive absenteeism and tardiness;
- 16) Failure to report to work;
- 17) Failure to observe established fire, safety, civil defense rules or common safety practices; participating in or originating practical jokes, pranks or horseplay which might endanger the safety of others or Company property; failure to report promptly any job-related accidents;
- 18) Creating or contributing to an unsanitary or unsafe condition;
- 19) Sabotage;
- 20) Harassment, including but not limited to sexual harassment and other forms of unlawful discrimination;
- 21) Unauthorized disclosure of Company business secrets or confidential information.

The above-mentioned rule violations are only examples of offenses which could result in discharge. Other situations of a similar nature may arise, and they may also result in discharge or other appropriate discipline. The Company retains the right to impose any discipline, including termination, for any offense, even a first offense.

Any employee who is suspected of violating a rule for which the penalty could be immediate discharge may be suspended without pay pending an investigation. Neither vacation time nor bonus time may be used in lieu of pay while suspended. If found totally innocent of any offense, the Company may agree to reinstate the employee with pay. The employee shall be informed of the disciplinary action within five (5) working days after the violation is known to the Company unless notified that additional time is needed to conclude the Company's investigation.

8.2 COMPLAINT PROCEDURE

M&L strives to treat employees in a fair and impartial manner. The Company pledges that it will do its best to settle employee complaints and problems fairly and promptly. We ask that if you have a problem or complaint that first you try to work it out with the foreman. If this is not possible, speak with your Project Manager or the Office Manager at the Company's home office. Regardless of the situation, employees should be able to openly discuss any work-related problems and concerns without fear of retaliation.

If an employee has a concern about discrimination and/or harassment, M&L has set up special procedures to report and address these issues. Those reporting procedures are set forth in the Company's Discrimination and Harassment Policy.

8.3 DISCRIMINATION AND HARASSMENT POLICY

A. Discrimination and Harassment in General

M&L strives to maintain a work environment in which employees are free from all forms of discrimination and harassment. Actions, words, jokes, or comments based upon an individual's sex, race, color, national origin, age (40 and over), religion, genetics, known disability, or any other legally protected characteristic will not be tolerated in the workplace. Violation of this discrimination and harassment policy can result in disciplinary action, up to and including termination of employment.

B. Sexual Harassment

Sexual harassment is prohibited by law and, for purposes of this policy, includes but is not limited to the following conduct:

1. Unwelcome verbal or physical conduct of a sexual nature when submission to the conduct is made either an explicit or implicit term or condition of employment, such as promotion, training, timekeeping, overtime assignments, or leaves of absence;
2. Unwelcome verbal or physical conduct of a sexual nature when submission to or rejection of the conduct is used as a basis for making employment decisions; or
3. Unwelcome verbal or physical conduct of a sexual nature when the conduct has the purpose or effect of substantially interfering with a reasonable individual's work performance or creating an intimidating, hostile, or offensive work environment for a reasonable employee.

C. Coverage

M&L strictly prohibits any employee, including supervisors and managers, or any nonemployee, including customers, visitors, and independent contractors, from participating in discrimination and harassment during work hours, during business involving the Company, while on Company property, or at Company-sponsored events.

Management at all levels of the Company is responsible for preventing discrimination and harassment in the workplace. This responsibility includes immediately reporting conduct by anyone, whether a co-worker, supervisor, manager, or nonemployee, that may constitute discrimination or harassment, even if the conduct was sanctioned and regardless of how awareness of the conduct was gained.

D. Complaint Procedure

1. Complaint Reporting

- a. Any employee who believes that he/she has been subjected to discrimination or harassment by anyone is encouraged, but not required, to promptly tell that person that the conduct is unwelcome and ask the person to stop the conduct. A person who receives such a request must immediately comply with it and must not retaliate against the employee for rejecting the conduct.
- b. If you have a complaint of discrimination or harassment, immediately bring it to the attention of the President or Vice President.

2. Investigation and Resolution

- a. After notification of the complaint, an investigation by one of the above listed officials, or their designees, will immediately be initiated to gather all the facts about the complaint.
- b. During the investigation, it may be necessary to suspend the accused, with or without pay.
- c. After the investigation has been completed, a determination will be made by an appropriate member of management regarding the resolution of the complaint. The employment history of the accused and any similar complaints of prior unlawful discrimination and/or harassment will be taken into consideration. If warranted, disciplinary action, up to and including termination, will be imposed. Other appropriate actions may also be taken to correct problems caused by the conduct.

3. Confidentiality

All complaints will be handled as confidentially as possible.

E. Retaliation

Retaliation against employees who bring discrimination or harassment charges or assist in investigating charges is prohibited. M&L also prohibits retaliation against any other employee of M&L who is a relative or significant other of an employee who has brought discrimination or harassment charges or who has assisted in investigating such charges. Retaliation in violation of this policy may result in disciplinary action, up to and including termination of employment. Any employee bringing a complaint of discrimination or harassment or assisting in the investigation of such a complaint will not be adversely affected in terms and conditions of employment nor discriminated against or discharged as a result of reporting the complaint.

8.4 ALCOHOL AND DRUG ABUSE

The Company is committed to providing a safe and healthful workplace for all employees. To accomplish this goal, employees are required to report to work in an appropriate mental and physical condition to perform their jobs in a satisfactory manner. Any questions concerning this policy or related to the Company's position on drug or alcohol use should be directed to the Company's Safety Director.

Drug-Free Work Environment – The Company insists upon a safe, drug-free work environment for the benefit and wellbeing of all employees. Except as provided below, the consumption of alcohol by employees at any time on Company property or while on Company business is prohibited. The possession, use, manufacture, distribution, dispensation, sale or purchase of illegal drugs, controlled substances or other intoxicants by employees at any time on Company property or while on Company business is prohibited. Employees must not report for duty, be on Company property, in Company vehicles, or on Company business with any illegal drugs, or their metabolites, or alcohol in their bodies.

Alcohol – Moderate consumption of alcohol is permitted at designated Company gatherings and functions or under such other circumstances expressly authorized by the Company; otherwise, the consumption or possession of alcoholic beverages on Company property, in Company vehicles, or while on Company business is a violation of this policy.

Drug Paraphernalia – It shall be a violation of this policy for any employee to use or possess drug paraphernalia on Company property, in Company owned vehicles, or while on Company business. Drug paraphernalia includes pipes, bongs, rolling papers, and other items used in the ingestion or consumption of illegal drugs.

Prescription or Over-the-Counter Medications – No prescription drugs shall be brought onto Company property or possessed by an employee while on Company business for whom the drug is not currently prescribed by a licensed medical practitioner. Employees shall use prescription medications only in the manner, combination, and quantity prescribed. If an employee has any question or concern as to his/her ability to safely and efficiently perform his or her job while taking prescription drugs or other medications (over-the-counter), the employee shall report the use of that drug or medication to the Company's Safety Director, who will in turn have the employee contact their physician for a determination of the ability of the employee to work while using that drug. In this case, an employee may continue to work even while taking the prescription drug or other medication, if the Physician has determined that the employee does not pose a threat to his or her own safety, or the safety of co-workers and that the employee's job performance will not be significantly affected by the prescription. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate actions as determined by the Company. An acceptable physician's evaluation and release will be required before an employee will be permitted

to return to work. Failure to report a prescription drug that does have an effect on the employee's ability to perform his or her job so that a determination of fitness to work can be made is a violation of this policy.

Drug and Alcohol Testing Programs

A. **Pre-employment Drug Testing** – The Company requires that every newly hired employee be free of intoxicating beverages, illegal drugs, controlled substances, other intoxicants and unauthorized prescription medications. All offers of employment are conditioned upon and subject to the applicant passing a urine test and/or other appropriate test for alcohol and drug use. Any offer of employment made to an applicant shall be withdrawn from any applicant who refuses to submit to the alcohol and drug test or who fails to pass the alcohol and drug use test, except when such use is for bona fide medical reasons and under the direction of a licensed physician or dentist. The applicant shall not be considered for future employment with the Company for a period of twelve (12) months from the date the offer of employment is withdrawn.

B. **Reasonable Suspicion Drug and Alcohol Testing** – Each employee shall be tested for alcohol and drug use when there is reasonable cause to believe the employee is under the influence of intoxicating beverages, illegal drugs, controlled substances, other intoxicants, or unauthorized prescription medications (i.e., observed behavior, involvement in an on-the-job accident or incident, chronic absenteeism and tardiness, unusual or abnormal conduct, or possession of intoxicating beverages, illegal drugs, controlled substances, other intoxicants or unauthorized prescription medications). When the Company has a reasonable suspicion that an employee is, or may be, impaired or affected on the job by alcohol or illegal drugs and when the Company has reasonable suspicion that alcohol or illegal drugs are, or may be, in an employee's bodily system in violation of this policy, an employee will be required to submit to an alcohol and drug screen test immediately upon demand by the Company. Any employee testing positive for illegal drugs or alcohol will be in violation of this policy. Refusal to provide a urine or breath sample under such circumstances will also be a violation of this policy.

C. **Alcohol/Drug Screening Following Accidents or Injuries** – Employees involved in accidents or injuries while on Company property or while engaged in Company business may be required to submit to alcohol and drug screen tests, unless the employee's actions can be completely discounted as a factor to the accident. Any employee testing positive for illegal drugs or alcohol will be in violation of this policy. Refusal to provide a urine or breath sample under such circumstances will also be a violation of this policy.

D. **Random Testing** – Any employee may be subject to a random alcohol and drug test on a periodic basis. Employees will not be required to submit to a random testing more frequently than four times per year. Only a limited number of employees

will be selected for random testing when such testing is conducted. Employees will be selected for random testing based upon neutral selection criteria.

Alcohol Testing – A positive test for alcohol for employees is defined as a test where the level of alcohol in the body is at or above the legal limit as defined by the United States Department of Transportation in 49 CFR Part 40.

Falsification – It shall be a violation of this policy for any employee to provide false information in connection with a urine or breath sample administered under this policy, or to attempt to falsify test results through tampering, contamination, adulteration, or substitution.

Testing Laboratory and MRO – The Company uses qualified vendors to administer its drug and alcohol testing programs. The Company also appoints Medical Review Officers (MRO) to review all drug test results. An MRO is a licensed physician with knowledge of drug abuse disorders. No laboratory result reported as “positive” will be regarded as a positive result nor will related personnel actions ensue unless the laboratory report reflects the application of a confirmatory assay method (e.g., gas chromatography/mass spectrometry), and the MRO ascertains that the laboratory positive result was not due to prescribed drug use or any other valid reason. Employees with valid positive results, as defined by the results of the drug or alcohol test and MRO review, will be in violation of this policy.

Consent - Applicants and employees, prior to testing, must sign an approved form consenting to the testing and consenting to the release of the test results to the Company. The Company will allow applicants and employees the opportunity, prior to testing, to confidentially list all prescription and non-prescription drugs they have used in the last thirty days and to explain the circumstances surrounding the use of such drugs.

Positive Result - The Company, prior to taking any action, will give all employees who test positive the opportunity to explain in writing concerning the reason for the test results or to provide any exonerative information. The Company will terminate any employee who tests positive for alcohol or drugs a second time.

Searches – Employees are subject to search when the Company has reasonable cause to believe that he/she is in possession or under the influence of intoxicating beverages, illegal drugs, controlled substances, other intoxicants, or unauthorized prescription medications in violation of this policy. Further employees are subject to search when the Company has reasonable cause to believe that they are using, manufacturing, distributing, dispensing, purchasing or selling intoxicating beverages, illegal drugs, controlled substances, other intoxicants, or unauthorized prescription medications on Company premises, or on Company business, or in a Company supplied vehicle or during work hours. If it is determined by the Company that reasonable cause exists to conduct a search, the employee may be requested to empty pockets or other containers, and the employee’s locker, desk, or other Company property under the control of the employee, as well as the employee’s personal effects

on Company property. Any person refusing to fully cooperate with this process will be in violation of this policy.

Company Property – Any illegal substances found on Company property (including Company parking lots, and vehicles) or in the possession of an employee will be turned over to a law enforcement agency. The company will cooperate with law enforcement authorities in the investigation and prosecution of any criminal offense in violation of this policy.

Self-Identification – Any employee who feels that he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance by contacting the Company's Safety Director. If an employee comes forward to the Company with his/her problem prior to be asked to submit to drug and alcohol testing, and otherwise prior to the Company learning of a violation of this policy and outside of the drug and alcohol testing process, that employee will be referred to an employee assistance program, counseling, or a drug or alcohol rehabilitation program. Any costs for counseling or rehabilitation shall be borne by the employee. Employees who self-identify and desire treatment shall be put on unpaid leave as necessary for purposes of completing such treatment. Upon verification that treatment has been completed, such employees shall be entitled to return to work. However, if the Company learns of a violation of this policy, through drug or alcohol testing or otherwise, before the employee comes forward, an employee's decision to obtain treatment then will not preclude disciplinary action including termination. Each request for assistance will be treated confidentially and only those persons with a need-to-know will be made aware of the request.

Criminal Charges – Employees charged with or convicted of drug or alcohol offenses related or unrelated to work, including but not limited to arrests or convictions for DUI, will be in violation of this policy. Offenses unrelated to work may be deemed a violation of this policy, if in the sole discretion of the Company, it is determined that the underlying conduct may have a negative impact of the Company's reputation or is contrary to the underlying goal or purpose of this policy. Employees must notify the Company of any arrest or conviction of a criminal drug statute, including but not limited to any arrests or convictions for DUI, within five days of the arrest or conviction. Failure to do so shall be a violation of this policy.

Violations of This Policy - Any employee who violates any provision of this policy will be subject to disciplinary action, up to and including discharge, even upon a first offense. The Company reserves the right to require employees that violate this policy to participate at their own expense in substance abuse treatment or rehabilitation programs acceptable to the Company, submit to random periodic testing for drugs or alcohol, or take such other steps as deemed appropriate by the Company. The Company reserves the right not to consider for re-hire any employee who was terminated for violating this policy. In addition, the Company will terminate any employee who tests positive for alcohol or drugs while undergoing treatment and/or

counseling for alcohol or drug abuse, regardless of whether such treatment and counseling is voluntary or required by the Company.

Confidentiality – Testing information will be distributed only on a “need-to-know” basis to persons directly responsible for the initial or continued employment decisions. The testing programs of the Company will avoid, to the fullest extent possible, acts which may contribute to injuring the reputation of the tested individuals. The results of tests are to be used only for the purposes indicated above, and are not to be disseminated further without approval of the Company.

Cost of tests – The Company will pay for the costs of all drug and alcohol tests required under this policy.

8.5 ATTENDANCE POLICY

Regular attendance is a condition of employment, and employees are responsible for prompt and regular attendance for their scheduled hours of work. It is the responsibility of employees to give notification in every instance of absence and tardiness. This notification, in all but the most unusual of circumstances, must be made by the employee within an hour of the start of the shift.

A. Discipline

In the event an employee does not call in their absence/tardiness, the following disciplinary action will generally be taken:

- Warning One
- Warning Two
- Warning Three (Termination)

Occasionally, an employee will exhibit a pattern of absenteeism that must be corrected despite providing sufficient notification and having sufficient time off to cover those absences (i.e., consistently missing a specific day of the week; the day before or after a holiday; the day before or after a scheduled vacation). Any such pattern will be investigated, and M&L reserves the right to impose disciplinary action, up to and including termination, for this type of absenteeism. Except where special circumstances warrant, an employee who has been absent three (3) consecutive days without calling in will be considered to have voluntarily resigned.

8.6 HONESTY

M&L expects nothing less than total honesty from all employees. This makes a good working environment for employees and management. Theft or attempted theft will result in dismissal and possible legal charges.

8.7 EFFICIENCY

Keep a business-like attitude. Your personal life should be kept separate from your work. The Company expects an employee's total attention during working hours for the safety of all employees and others.

8.8 SOLICITATION AND DISTRIBUTION

It is the policy of M&L to provide a work area for employees free from unnecessary interruptions, annoyances, clutter or possible embarrassment and confrontation. The Company believes that unrequested solicitation of employees often generates conflict, bad feelings and disharmony and that each employee should respect the privacy of his or her fellow employee by not seeking contributions for support for a "cause" of any sort.

Oral solicitation of employees or distribution of literature to employees for any purpose at any time, by outside agencies or by non-employees on Company property or Company work sites, is prohibited.

Oral solicitation to employees or distribution of literature to employees by other employees during working time in any working area is prohibited. Working time includes the working time of both the employee doing the solicitation or distribution and the employee to whom it is directed. Working time is that time when an employee's duties require that he or she be engaged in work tasks, but does not include employee's own time such as meal periods, scheduled breaks or time before or after a shift. In addition, no literature of any sort may be distributed in work areas in the plant at any time, whether on working or non-working time.

8.9 USE OF TOBACCO PRODUCTS

If a customer of the Company has specific rules or directives regarding the use of tobacco products on the customer's premises, the Company will follow those rules.

8.10 PERSONAL CELL PHONES

No personal cell phones are to be on any M&L jobsite. The only phones allowed by M&L employees are those issued through the office. If you carry a personal cell phone, it must be left in a vehicle or the job trailer and can be used only during breaks or lunch.

Regardless of whether a cell phone is Company-issued or personal in nature, employees should never use any type of photographic feature on their cell phones to take pictures on Company premises, while conducting Company business, or at Company-sponsored functions without receiving written permission from Chris Mosley to do so.

8.11 E-MAIL AND VOICE MAIL

Telephones, computers, and all other electronic forms of communications are efficient and valuable business tools. They also are the property of the Company. Employees do not have a personal privacy right to any matters received, created in, sent over, or stored in M&L's telephone systems, computer systems, and/or communication systems, including but not limited to Company-issued PDA communications, text messages and instant messaging communications. All Company communications systems and both incoming and outgoing information are subject to monitoring. None of these systems is considered to be confidential, and they should not be used to meet an employee's own personal needs.

Employees are expected to communicate with courtesy and restraint to both internal and external recipients. Typographical or grammatical errors and misspellings denote lax work habits and are a reflection on the competency and professionalism of the writer. It is recommended that using all capital letters, shorthand idioms, unfamiliar acronyms, and/or slang should be avoided when using e-mail. The rule to observe with all communications is that employees should not say or write anything that they would not want someone other than the intended receiver to hear or read. Remember that even when communications have been deleted from a location, it is still possible to retrieve and read those messages.

Use of electronic communication and/or voice mail can increase productivity because it is efficient and effective in the speedy delivery of information. Employees should strive to keep all messages small and concise. E-mail is not a substitute for face-to-face meetings.

Employees are to exercise professionalism in all business communications including those in electronic and/or voice format. E-mail and/or voice mail is not to be used in business situations that require a more personal form of contact to ensure the proper delivery and reception of the information or to maintain the appropriate interpersonal working relationship. Electronic communication is the least effective form of communication for conflict resolution, and employee feedback, including appraisals and performance improvement should be delivered and discussed in person when reasonable.

M&L reserves the right to monitor, access, and read any and all information contained in its telephone systems, communication systems, and/or computer systems. Employees will be in violation of the Company's Discrimination and Harassment Policy if employees send, receive, or access discriminatory, harassing, or otherwise inappropriate messages via any of these systems.

Brief and occasional personal use of e-mail is acceptable as long as it is not excessive or inappropriate, does not occur during work time, does not violate Company policies, and does not result in expenses to M&L. The Company reserves the exclusive right to determine whether any use is inappropriate, excessive, or in violation of this policy.

8.12 USE OF COMPUTERS AND THE INTERNET

All employees are responsible for maintaining systems security. Even though employees may have their own passwords for accessing e-mail, the Internet, and computers issued to them, Company computers and the information that is received or transmitted through them is the property of M&L. The Company reserves the right to monitor the use of Company equipment by employees and others and employees should have no expectation of privacy with regard to any information contained on computers to which they have access. Employees with access to a computer should not perform any of the following tasks without prior approval from Chris Mosley:

- Download software. Software that is approved for downloading must be registered to M&L.
- Copy software.
- Knowingly introduce a computer virus, worm, "Trojan horse," or any other contaminating or destructive features into the Company's computers;
- Transmit copyrighted materials without permission;
- Download files from the Internet except for an express business purpose;
- Transmit, forward, or download material that is offensive, abusive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, inflammatory, fraudulent, or otherwise unlawful;
- Use e-mail or the Internet for any purpose that is illegal, against Company policy, or contrary to M&L's best interest;
- Transmit or disseminate Company confidential information, proprietary materials, or trade secrets to any outside source without an express business purpose or authorization;
- Send or forward any chain e-mail, broadcast e-mail, or spam;
- Gamble and/or participate in fantasy sport leagues;
- Participate in instant messaging;
- Solicit non-company business or use Company e-mail or Internet for personal gain including outside employment, self-employment, and family-owned businesses;
- Write or participate in blogs that injure, disparage, and/or defame the Company, its customers, its competitors, and/or its employees' reputations by name or implication;
- Transmit or download information seeking employment outside of M&L;
- Use Company e-mail or computer systems to solicit for personal causes;

- Use Company e-mail or computer systems to solicit or encourage other employees to join, support, or contribute to any outside organization other than charitable organizations sponsored by the Company.
- Use Company e-mail or computer systems to send invitations, other than invitations of a personal nature;
- Visit chat rooms, use listservs, instant messaging, and/or news groups as well as post your e-mail addresses on the Internet when not business-related;
- Receive or forward unsolicited e-mails that violate Company policy;
- Download radio, video, or music transmissions from Internet sites;
- Attempt to defeat any security mechanisms to gain unauthorized access to computer files or other information on M&L's telephone systems, electronic communication systems, or information systems;
- Attempt to read, intercept, copy, or delete e-mails between other users;
- Post or transmit any message anonymously or under a false name or permit any other individual to do so;
- Impersonate another person; or
- Collect information about others, including e-mail addresses, without their consent.

Brief and occasional personal use of the Internet is acceptable as long as it is not excessive or inappropriate, does not occur during work time, does not violate any of the prohibitions listed above, and does not result in expenses to the Company. M&L reserves the exclusive right to determine whether any use is inappropriate, excessive, or in violation of this policy.

8.13 SOCIAL MEDIA

M&L recognizes the growing importance of online social media networks as a communication tool. This policy addresses employee use of such networks including: personal websites, web logs (blogs), wikis, social networks, online forums, virtual worlds, and any other kind of social media. The Company respects the right of employees to use these mediums during their personal time. Use of these mediums during Company time or on Company equipment, however, is prohibited.

M&L takes no position on an employee's decision to participate in the use of social media networks. In general, employees who participate in social media are free to publish personal information without censorship by the Company. Employees must avoid, however, posting information that could harm M&L.

All employees are responsible for maintaining the Company's positive reputation and under no circumstances should employees present the Company to the public in a manner that diminishes its standing within the community. Instead, employees are responsible for presenting the Company in a manner that safeguards the positive reputation of themselves, as well as the Company's employees, management and customers.

If an employee chooses to identify him or herself as a M&L employee on any social media network, he or she must adhere to the following:

- Employees are required to state in clear terms that the views expressed on any social media network are the employee's alone and that they do not necessarily reflect the views of M&L.
- Employees are prohibited from disclosing information on any social media network that is confidential or proprietary to the Company or to a third party that has disclosed information to the Company. For example, information about or identifying the Company's customers, co-workers, incidents that occur at M&L, or information that may be valuable to a competitor including specific product information or pricing.
- Employees are prohibited from displaying M&L's logo on any social media network without written permission from the Company. Also, they should not post images of co-workers without the co-workers' consent. Finally, employees are prohibited from posting any nonpublic images of M&L's premises, property or jobsites.
- Employees are prohibited from making statements about the Company, their coworkers, our customers, competitors, agents, or partners that could be considered as harassing, threatening, libelous, or defamatory in any way.
- Employees are prohibited from acting as a spokesperson for the Company or posting comments as a representative of the Company.

- Employees are prohibited from sharing any communication that engages in personal or sexual harassment, unfounded accusations, or remarks that would contribute to a hostile work environment (racial, sexual, religious, etc.), as well as any behavior not in agreement with M&L's policies and procedures.

Employees may be requested to disclose to M&L whether or not they have a personal web site or web log.

Employees who participate in social media may still decide to include information about their work at M&L as part of their personal profile, as it would relate to a typical social conversation. This may include:

- Work information included in a personal profile, to include Company name, job title, and job duties.
- Status updates regarding an employee's own job promotion.
- Personal participation in M&L-sponsored events, including volunteer activities.

An employee who is responsible for a social media posting that fails to comply with the guidelines set forth in this policy or that otherwise causes harm to the Company may be subject to discipline, up to and including termination of employment. Employees will be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or proprietary Company information, information that violates the privacy rights or other rights of a third party, or the content of anything posted on any social media. Further, employees may be liable for monetary damages for such disclosure.

Anything posted on an employee's web site or web log or other Internet content for which the employee is responsible will be subject to all Company policies, rules, regulations, and guidelines. M&L reserves the right to view and monitor an employee's website or web log at any time without consent or prior approval.

M&L ELECTRICAL, INC.

DRUG SCREEN ACKNOWLEDGMENT FOR APPLICANTS

Name of Applicant (Please Print)

I understand that in accordance with the policy of M&L Electrical, Inc. of providing and maintaining a safe and healthful working environment for all employees that I as an applicant for employment with the Company am required to submit to a drug screen test.

I hereby state my willingness to undergo a drug screening examination. I fully understand and accept the condition that any false answers or willful omission made by me in connection with the testing process will automatically disqualify me from further consideration for employment with the Company and will be grounds for immediate discharge if I am hired but it is later determined that the information I submitted was false.

I hereby authorize the release of the results of the test to authorized management of the Company and its designated medical or professional representatives. I also authorize the release of medical records and/or other information to the medical review officer to verify the results of the drug screening examination.

I recognize that if I test positive for illegal drugs or adulterate a test sample, I will not be eligible for employment. I also understand that my failure or refusal to cooperate fully and participate in the Company's drug testing program, sign any required document, or submit to a drug screening test will render me ineligible for employment.

X _____
Signature

Social Security Number

Date

Witness

Date

EMPLOYEE COPY

M&L ELECTRICAL, INC.

**DRUG AND ALCOHOL SCREEN ACKNOWLEDGMENT
FOR CURRENT EMPLOYEES**

Name (Please Print)

I understand that in accordance with the policy of M&L Electrical, Inc. of providing and maintaining a safe and healthful working environment for all employees that I am required to submit to a drug and/or alcohol screen test.

I hereby state my willingness to undergo a drug or alcohol screening examination. I fully understand and accept the condition that any false answers or willful omission made by me will be sufficient grounds for my discharge, irrespective of when the false answers or omissions are discovered.

I hereby authorize the release of the results of the test to authorized management of the Company and its designated medical or professional representatives. I also authorize the release of medical records and/or other information to the medical review officer to verify the results of the drug or alcohol screening examination.

I recognize that if I test positive for illegal drugs or alcohol or adulterate a test sample, my employment will be terminated. I also understand that my failure or refusal to cooperate fully and participate in the Company's drug and alcohol testing program, sign any required document, or submit to a drug or alcohol screening test will result in my discharge.

X

Signature

Social Security Number

Date

Witness

Date

EMPLOYEE COPY

EMPLOYEE ACKNOWLEDGEMENT FORM

I understand that this handbook is designed as a guide for use during my employment with M&L Electrical, Inc. It is not intended to be an in-depth document but rather a means to highlight certain aspects concerning my employment.

I hereby acknowledge that the handbook is not a contract of employment and is not intended to state all of the conditions of employment. I understand that employment is terminable at will, with or without cause, and with or without notice at any time, at the option of either the Company or me. The Company has the right to suspend, demote, discipline, or discharge me. I further acknowledge that any action or suit against M&L Electrical, Inc. arising out of any employment or termination of employment including, but not limited to, claims arising under the State or Federal civil rights statutes, must be brought within one year of the event giving rise to the claim or be forever barred. I waive any statute of limitations to the contrary.

I understand that this handbook will give me general information in regard to certain policies and benefits that are in effect at this time. The handbook is subject to revision by the Company without prior notification and at the Company's sole discretion.

By signing two copies of this document, I acknowledge that I have received a copy of the Employee Handbook.

Supervisor or Witness

Signature

Date

Print Name

Social Security Number

Date

EMPLOYEE COPY

M&L ELECTRICAL, INC.

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Signature

Social Security Number

Date

Witness

Date

File Copy [Return to Home Office]

M&L ELECTRICAL, INC.

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Name (Please Print)

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Signature

Social Security Number

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Date

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By signing two copies of this document, I acknowledge that I have received a copy of the Employee Handbook.

Supervisor or Witness

Signature

Date

Print Name

Social Security Number

Date

File Copy [Return to Home Office]