

**MPL SYSTEMS, INC.  
EMPLOYEE HANDBOOK**

**REVISED January 1, 2007**

**\*\*PLEASE NOTE: THIS IS NOT AN EMPLOYMENT CONTRACT. NONE OF THE BENEFITS OR PROCEDURES DESCRIBED HEREIN ARE CONTRACTUALLY GUARANTEED. IT IS THE INTENTION OF MPL SYSTEMS, INC. THAT ALL EMPLOYMENT RELATIONSHIPS BE "AT WILL" IN ACCORDANCE WITH TRADITIONAL CONCEPTS OF EMPLOYMENT LAW IN THE APPLICABLE STATE. THEREFORE, ALL "AT WILL" EMPLOYEES MAY BE TERMINATED AT ANY TIME BY MPL SYSTEMS, INC.**

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## **Welcome To MPL Systems, Inc.**

Dear Employee:

We're very pleased to welcome you to MPL Systems, Inc. Thank you for joining us!  
We are committed to making our association a mutually beneficial and rewarding one.

You are joining an organization that has established and maintained an outstanding reputation since its inception in 1974. Credit for this success can be greatly attributed to every one of our employees!

This Handbook provides answers to most of the questions you may have about MPL's benefits, company policies and procedures that we must abide by, as well as our responsibilities to you. If anything is unclear, please contact Human Resources who will either answer your questions or direct you to the person who can.

**You are responsible for reading and understanding this Employee Manual as well as signing the Review and Acknowledgement page at the end of this Manual.**

In addition to clarifying responsibilities, we hope that this handbook will also give you a sense of our interest in the welfare of all the employees that make up the MPL team. From time to time, the information contained in this handbook may be updated. You will be notified of those changes via the website, email, or notification via regular mail.

Compensation and personal satisfaction gained from doing a job well are only a part of the reason that most people come to work. Most likely, many other factors count among what drives you to succeed. MPL is committed to doing its part to assure that you have a satisfying work experience.

We extend our best wishes and a warm welcome and again want to thank you for joining our team!

Sincerely yours,

Kelly Lavorgna  
Chief Executive Officer

## **You're Part Of Our Team . . .**

As a member of MPL's team, you will be expected to contribute your talents and energies to improve the work environment and quality of the company as well as the company's products and services. In return, you will be given opportunities to grow and to advance in your career.

MPL maintains two attainable goals:

1. To provide our clients with the best service; and
2. To provide you with wages and benefits comparable to others providing similar services within the industry and region.

**No one will be denied opportunities or benefits on the basis of age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief or disability which does not prevent performance of essential job functions, nor will anyone receive special treatment for those reasons either. We believe that our diverse workforce has always been a contributing factor in our success and benefit from our status as a diversity owned business.**

### **Purpose Of This Handbook**

This Employee Handbook has been prepared to inform you about MPL Systems, Inc.'s history, corporate philosophy, employment practices, policies, the benefits provided to you as a valued employee and the conduct expected from you.

No Employee Handbook can answer every question, nor would we want to restrict the normal question and answer interchange among us. It is in our person-to-person conversations that we can better know each other, express our views, and work together in a mutually beneficial relationship.

We depend on you -- your success is our success. Please don't hesitate to ask questions. Your immediate supervisor, our human resources representative or anyone in the office in Totowa will gladly direct you to the right person to answer them. We believe you will enjoy your work as well as working with your fellow employees. We also believe you will find MPL a rewarding place to work.

We ask that you read this Employee Handbook carefully, and refer to it whenever questions arise. You may also want to take it home so your family can become familiar with MPL and our policies.

MPL Systems, Inc.'s policies, benefits and rules, as explained in this Employee Handbook, may be changed from time to time as business, employment and benefits legislation, and economic conditions dictate. If and when provisions are changed, you will be notified and referred to the updates on the MPL website.

## Legal Notice

While we pride ourselves in maintaining a close and personal relationship with one another, our attorneys have advised us that New Jersey's employment law requires that this Employee Handbook contain these formal disclaimers:

1. The policies in this Employee Handbook are to be considered as **guidelines**. MPL Systems, Inc., at its option or pursuant to changes mandated by applicable state or federal regulation, may change, delete, suspend or discontinue any part or parts of the policies in this Employee Handbook at any time without prior notice. Any such action shall apply to existing as well as future employees with continued employment being the consideration between the employer and employee.

2. Employees may not accrue eligibility for monetary benefits (provided for in writing) that they have not earned through actual time spent at work. Employees shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked unless otherwise required by law.

3. No one, other than the Chief Executive Officer (CEO) of MPL, may alter or modify any of the policies in this Employee Handbook. Any purported alteration or amendment must be in writing and signed by the CEO. No statement or promise by a supervisor, manager, or department head may be interpreted as a change or modification in company policy nor will it constitute an agreement with an employee.

4. Should any provision in this Employee Handbook be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Handbook, but only the subject provision.

5. This Employee Handbook replaces and supersedes all other previous manuals for MPL Systems, Inc. You are requested to return any outdated handbook that you may have in your possession in order to eliminate all doubt and confusion concerning MPL's official policies and procedures.

## **I. An Overview Of MPL Systems, Inc.**

### **A. About MPL Systems, Inc.**

MPL Systems, Inc. was established in 1974 and incorporated in 1978. MPL Systems, Inc. is a New Jersey corporation with its corporate headquarters in Totowa, New Jersey.

### **B. Company Statement**

MPL Systems, Inc.'s greatest resource is its people. We are fortunate in that we have employed dedicated, hard-working, diverse, technically skilled people committed to provided best-in-class service.

Providing IT solutions to the Wall Street Community since 1974, MPL Systems, Inc. is one of the largest woman-owned, privately held Information Technology Services firms in the New York Metropolitan area. Since the mid 80's MPL Systems has been a primary player in some of the largest relocation efforts in the Tri-State area. Today, MPL Systems provides value-added solutions to Fortune class companies that address our client's needs for cost efficiencies, scalability, productivity, and optimization while integrating the latest emerging technologies. MPL Systems long-term success can be attributed to our commitment to providing best-in-class service while maintaining long-term client relationships.

### **C. What You Can Expect From MPL**

MPL's established employee relations policy is to:

1. Operate an economically successful business so that a consistent level of steady work will be available.
2. Select people on the basis of skill, training, ability, attitude, and character without discrimination with regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit performance of essential job functions.
3. Pay all employees according to their effort and contribution to the success of our business.
4. Review wages, employee benefits and working conditions regularly with the objective of providing competitive benefits in these areas, consistent with applicable state and/or federal legislation and sound business practices.
5. Provide paid vacations, personal, and holidays to all eligible employees.
6. Provide eligible employees with medical, dental, disability, retirement and other benefits.
7. Assure employees, after talking with their MPL manager, an opportunity to discuss any problem with officers of MPL.

8. Make prompt and fair adjustment of any complaints which may arise in the everyday conduct of our business, to the extent that is practicable.
9. Respect individual rights, and treat all employees and clients with courtesy and consideration.
10. Maintain mutual respect in our working relationship.
11. Promote employees on the basis of their ability and merit.
12. Make promotions or fill vacancies from within MPL whenever possible.

#### **D. What MPL Expects From You**

While there is no magic formula for success, we ask that you keep a few essential points in mind which we believe will guide us all towards our collective accomplishment:

- \* Your first obligation is to acknowledge and manage your own responsibilities.
- \* Secondly, you are expected to cooperate with management and your fellow employees and maintain a good team attitude. How you interact with fellow employees and those clients whom MPL serves and how you accept direction can affect the success of MPL. Consequently, whatever your position, you can make a significant contribution by **performing every task to the very best of your ability!**

You are encouraged to seek opportunities for personal development that are offered to you. This Employee Handbook offers you insight on how you can positively perform to the best of your ability to meet and to exceed MPL's expectations.

We strongly believe you should have the right to make your own choices in matters that concern and control your life. **We believe in direct access to management provided you follow the rules for going through the chain of command.** We are dedicated to making MPL a company where you can approach your immediate MPL supervisor or any other member of MPL's management, to discuss any problem or question which may arise. We expect you to voice your opinions and contribute suggestions on how we might improve the quality of MPL's services or the quality of your work environment. Effective communication is key to your success as well as ours!

Remember, you can help us to create the healthful, pleasant and safe working conditions. Your professionalism and that of fellow employees, as well as that of our clients, is important to everyone. MPL needs your help in making each working day enjoyable and rewarding for each and every one of us.

## **II. Employment**

### **A. Personnel Administration**

The task of handling personnel records and related administrative functions at MPL has been assigned to a Human Resources Manager at the Totowa, New Jersey Corporate office. Questions regarding insurance, wages, and interpretation of policies may be directed to this manager.

#### **1. Your Personnel File**

Keeping your personnel file up-to-date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the following items, please be sure to notify the Totowa Office Administrative Staff or the Human Resources Manager as soon as possible. This is to include, but is not limited to:

1. Legal name
2. Home address
3. Home telephone number
4. Person to call in case of emergency
5. Number of dependents
6. Marital status
7. Insurance
8. Change of beneficiary
9. Driving record or status of driver's license, if you operate any MPL vehicles
10. Military or draft status
11. Exemptions on your W-4 tax form

Coverage or benefits that you and your family may receive under MPL's benefits package could be negatively affected if the information in your personnel file is incorrect.

Since MPL refers to your personnel file when we need to make important decisions in connection with your employment status, it's to your benefit to be sure that your personnel file includes information about completion of educational or training courses, outside civic activities, and areas of interest and skills that may not be part of your current position.

You may see information, which is kept in your own personnel file if you wish, and you may request and receive copies of all documents you have signed. Please ask your immediate MPL supervisor to make arrangements for you with the Human Resources Director.

### **B. Employment Classifications**

At the time you are hired, you will be classified as either "full-time," "part-time" or "temporary" unless otherwise specified, the benefits described in this Employee Handbook

apply only to full-time employees. All other policies described in this Employee Handbook and communicated to you by MPL apply to all employees, with the exception of certain wage, salary and time off limitations applying only to "non-exempt" (see the definition that follows) employees. If you are unsure of which job classification your position fits into, please ask your immediate supervisor.

### **1. Full Time Employees**

An employee who has successfully completed the Introductory Period (see the Employment Policies section for definition) of employment and who is regularly scheduled to work at least forty (40) hours per week is considered a full-time employee. As a full-time employee, you will be eligible to receive the comprehensive benefits package described within this Employee Handbook.

### **2. Part Time Employees**

An employee who is hired to regularly work less than Forty (40) hours per workweek is considered a part-time employee. If you are a part-time employee, please understand that you are not eligible for the full comprehensive benefits package described in this Employee Handbook. If you are a part-time employee, please direct any questions you may have concerning benefits to MPL Human Resources. If you are offered the opportunity to continue and your status changes to Full Time, you would then be eligible for benefits at a reduced Pay rate.

### **3. Temporary Employees**

MPL sometimes has a requirement for "short term" assignments. A short term assignment is defined as a requirement with a duration of less than 6 months. For all short term assignments MPL will not offer benefits, however, the Pay Rate for that assignment would be greater than if that assignment were "Full Time" with benefits. If you are offered the opportunity to continue and your status changes to Full Time, you would then be eligible for benefits at a reduced Pay Rate.

### **4. "Non- Exempt" and "Exempt" Employees**

At the time of hire and from time to time thereafter as your duties and responsibilities change due to promotion, etc., employees are classified as either "exempt" or "non-exempt." This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of forty hours (40) per work week. These employees are referred to as "non-exempt" in this Handbook. This means that they are not exempt from (and therefore should receive) overtime pay.

**Note:** See "Wage & Salary Policies" in the "Compensation & Performance" section of this Employee Handbook for a full description of overtime payment policies.

"Exempt" employees are immediate supervisors, executives, supervisors, professional staff, technical staff, outside sales representatives, officers, directors, owners and others whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws.

If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred or promoted. If you have questions about whether you are "exempt" or "non-exempt," please direct the questions to the Human Resources Manager. One example of an "exempt" classification that is common to MPL employees is the computer employee exemption. For a computer employee to be classified as exempt the following conditions must be satisfied:

- The employee is compensated either on a salary or fee basis at a rate not less than \$455 per week or, if compensated on an hourly basis, at a rate of not less than \$27.63 an hour;
- The employee is employed as a computer systems analyst, computer programmer, software engineer or other similarly skilled worker in the computer field performing the duties described below;
- The employee's primary duty consists of:
  - The application of system analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
  - The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
  - The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
  - A combination of the aforementioned duties, the performance of which requires the same level of skills.
  - Primary Duty means the principal, main, major or most important duty that the employee performs.

## **C. Employment Policies**

As a new employee, one of the first things you should do is **carefully** read this Employee Handbook. It is designed to answer many of your questions about the practices and policies of MPL, what you can expect from MPL, and what MPL expects from you.

### **1. Anniversary Date**

Once you become a full-time employee, the first day you report to work is your "official" anniversary date. Your anniversary date is used to compute various conditions and benefits described in this Employee Handbook.

### **2. Aptitude & Ability Tests**

Job-related tests may be given to help determine your aptitude or ability to perform a specific job. Such tests may be given to candidates for job changes and promotions, as well as to new applicants. Test results will be confidential.

### **3. At Will Employment**

**All employment and compensation with MPL is "at will" in that the employment relationship can be terminated with or without cause, and with or without notice, at any time, at the option of either MPL or yourself, except as otherwise provided by law.**

### **4. Business Hours**

Operating hours vary depending upon the client for which you work.

### **5. Confidential Information**

Our clients entrust MPL with important information relating to their businesses. The nature of these relationships requires maintenance of confidentiality. In safeguarding the information received, MPL earns the respect and further trust of our clients. It is also your responsibility to become familiar with the policies regarding confidentiality that are expected from the Client to which you are assigned.

**As an express condition of your employment with MPL, we insist that you accept the important obligation to maintain the confidentiality of information that you learn while in our employ, and that obligation continues even after you leave our employ.**

Any violation of confidentiality seriously injures MPL's reputation and effectiveness. Therefore, please do not discuss the business of MPL or its clients with anyone who does not work for us, and never discuss business transactions with anyone who does not have a direct association with the transaction. Even casual remarks can be misinterpreted and repeated, so develop the personal discipline necessary to maintain and foster confidentiality. If you hear, see or become aware of anyone else breaking this trust, you should consider what they might do with information they get from you and refrain from divulging any such information to that person.

If you are questioned by someone outside the company or your department and you are concerned about the appropriateness of giving them certain information, remember that you are not required to answer, and that, most likely, we do not wish you to do so. Instead of disclosing the requested information, we ask that you as politely as possible refer the request to your immediate supervisor or to the CFO.

**PLEASE NOTE: No one is permitted to remove or make copies of any MPL or Client records, reports or documents without prior management approval. Because of its seriousness, disclosure of confidential information by an employee may lead to dismissal as well as a civil claim for damages.**

## **6. Background Check/Credit Investigation**

Following the requirements imposed by the Federal-Truth-In-Lending and the Fair Credit Reporting Acts, MPL reserves the right to conduct a pre-employment background check and credit investigation on all applicants who are offered and who accept an offer of employment. Your employment with us may be conditional upon our review of the information in such investigation. MPL also reserves the right to conduct this background check and credit investigation at any time after you have been employed. Remember, you have certain legal rights to discover and to dispute or explain any information prepared by the investigative checking company.

## **7. Fingerprints and Photograph ID**

MPL's clients typically require, as a condition of employment, that an employee be fingerprinted and photographed as part of the personal identification security screening process. However, the company will not allow the employee's fingerprint or photo identification to be used to his or her detriment in a non-job-related situation.

## **8. Physical Examination**

The company may require that an applicant or employee submit to a physical examination in order to determine the applicant's or employee's fitness for employment. Should an applicant or employee be found medically unfit to work at his or her designated job, the company will so notify the applicant or employee and furnish him or her with a copy of the physician's report or statement.

## **9. Drug and Alcohol Testing**

All prospective new employees will be tested for the use of drugs as part of their pre-employment medical examinations. Positive test results will be considered in employment decisions and may result in a decision that the applicant is unqualified for employment.

## **10. Dress Code/Personal Appearance**

The manner in which employees dress contributes to employee morale and reflects upon the business image MPL presents to clients and visitors. Our clients' satisfaction represents one of the most important and challenging aspects of our business. As representatives of the company, employees are expected to maintain the highest

standards of personal appearance at all times.

All employees will be advised by Human Resources or their respective recruiter, as to what the professional business attire consists of with regard to that particular assignment/Client.

## **11. Personnel Records**

a. Employment Records. Personnel files may be inspected by employees at the Totowa Office during regular business hours. File inspection must be done on the employees' own time and should be arranged in advance with the Totowa Office Administrative Staff. Employees are not permitted to remove any files or to put comments in their files. Company confidential data such as job references and criminal investigations will not be accessible for review by employees.

b. Reference Checks. MPL management is required by law and company policy to refrain from releasing personal information other than name, job title and employment dates regarding its employees to any outside entity other than an authorized Government Agency. All information concerning company personnel is considered to be strictly confidential and will not be disclosed to a non-Governmental entity without prior acknowledgment and written consent of the involved employee.

Supervisors or other employees are not permitted to respond to reference requests. Telephone inquiries will not be accepted. Only written inquiries from the person or organization seeking the information on that entity's letterhead will be considered.

c. Medical Records. Before MPL can obtain medical information from an employee, the employee will be required to sign an authorization. The company shall disclose any limitations on the use of the information to the person to whom it is communicated but shall not be liable for any unauthorized use of the medical information if the company has attempted in good faith to communicate the limitations of its use. The company will honor any cancellation or modification of the authorization by the employee upon receipt of written notice.

If an employee refuses to execute an authorization, MPL will not discriminate against the employee in terms or conditions of employment on the basis of that refusal. However, the company may take necessary action against an employee, including discipline up to and including termination, in the absence of medical information due to the employee's refusal to sign an authorization. Should the company be unable to ascertain an employee's ability to perform a job function due to a physical condition, discipline or termination may be appropriate despite the employee's refusal to release medical information. Regardless of whether an employee consents to submit to a test that would evaluate alcohol or drug abuse, the company has the right to discipline an employee based on other information available to it.

The company is not required to obtain employee authorization for release of medical records in the following circumstances.

- i. For administering and maintaining employee benefits plans, workers'

- compensation, and for determining eligibility for paid and unpaid leave from work for medical reasons;
- ii. Disclosure to a provider of health care;
- iii. The information is relevant in a lawsuit, arbitration, or other claim or challenge to which the company and employee are parties and in which the employee has placed in issue his or her medical history, medical or physical condition, or treatment'
- iv. The information is compelled by judicial or administrative process.

d. Arrest/Conviction Record. The company will not request an applicant or employee to disclose, verbally or in writing, any information concerning an arrest or detention that did not result in a conviction. A conviction shall include a plea, verdict, or finding of guilt regardless of whether a sentence was imposed by the court. The company also will not seek from any source or utilize as a factor any record of arrest or detention that did not result in a conviction to determine any employment condition including hiring, promotion, termination, apprenticeship or any training program leading to employment. The company may ask an applicant or employee about an arrest for which the applicant or employee is out on bail or on his or her own recognizance pending trial.

## **12. Client Relations**

The success of MPL depends upon the quality of the relationships between MPL, our employees, our clients and the general public. Our clients' impression of MPL and their interest and willingness to receive services from us is dependent upon the people who serve them on our behalf. In a sense, regardless of your position, you are MPL's public relations director. The more goodwill you promote, the more our clients will respect and appreciate you, MPL and MPL's services.

These are several things you can do to help give clients a good impression of MPL:

- a. Act competently and deal with clients in a courteous and respectful manner.
- b. Communicate pleasantly and respectfully with other employees at all times.
- c. Follow up on questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly and efficient manner.
- d. It is important to recognize that your actions are a reflection of the entire MPL team.

## **13. Driver's License & Driving Record**

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license and a driving record acceptable to our insurer. In such case, you will be asked to submit a copy of your driving record to MPL from time to time. Any changes in your driving record must be reported to your respective manager, who, in turn, will notify human resources immediately. Failure to do so may result in disciplinary action, including possible dismissal.

**Note:** See "Traffic Violations" and "Use Of Company Vehicle" in the "Other Policies"

section of this Employee Handbook for further information.

#### **14. Equal Employment Opportunity**

MPL provides equal employment opportunity for everyone regardless of age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit performance of essential job functions. In addition, laws regarding veterans' status are observed. This is reflected in all MPL practices and policies regarding hiring, training, promotions, transfers, rates of pay, layoff, and other forms of compensation. All matters relating to employment are based upon ability to perform the job, as well as dependability and reliability once hired.

#### **15. Former Employees**

Depending on the circumstances of the prior termination of employment, MPL may consider a former employee for re-employment. Such applicants are subject to MPL's usual pre-employment procedures. To be considered, an applicant must have been in good standing at the time of their previous termination of employment with MPL and must have provided at least two weeks' advance notice of their intention to terminate their employment with MPL. In the event that your last period of employment has been broken by one year or more of non-employment, your benefits shall accrue as if you were a new/first-time MPL employee, regardless of the length of your previous employment (but see the 401(k) Plan for different rules concerning Breaks in Service).

#### **16. Harassment Policy**

MPL intends to provide a work environment that is pleasant, healthful, comfortable, and free from intimidation, hostility or other offenses which might interfere with work performance. Harassment of any sort --sexual, verbal, physical or visual --**will not be tolerated!**

The Company accepts no liability for harassment of one employee by another employee or supervisor. The individual who makes unwelcome advances, threatens or in any way harasses another employee is personally liable for such actions and their consequences.

Harassment is a serious form of misconduct that disrupts the workplace and undermines the employment relationship. This policy contains the Company's Workplace Harassment Policy.

It is MPL's policy that you should be able to enjoy a work environment free from all forms of discrimination and harassment, whether based on gender, race, ethnicity, religion, age, disability, sexual orientation, veteran status, or any other personal protected attribute. Workplace harassment is against the law, and MPL is committed to preventing it in any form.

MPL will not tolerate any form of harassment against any employee. Any employee found to have violated this policy against workplace harassment or to have made bad faith allegations of harassment, will be subject to disciplinary action, at the sole discretion of

the MPL's management, up to and including discharge. It should be expressly understood that nothing in this policy, however, limits the MPL's right to discharge any employee at any time or for any reason, with or without cause or without notice.

Nor will MPL tolerate any retaliation against any person for initiating a harassment complaint brought in good faith. Any employee found to have retaliated against any person who has initiated a good faith harassment complaint will be subject to disciplinary action, at the sole discretion of MPL's management, up to and including discharge.

a. What is Harassment?

Harassment can take many forms. It may be, but is not limited to: words, signs, jokes, pranks, intimidation, physical contact, or violence. Harassment is not necessarily sexual in nature. Sexual harassment may include unwelcome sexual advances, requests for sexual favors, other verbal or physical contact of a sexual nature when such conduct creates an intimidating or hostile environment, prevents an individual from effectively performing the duties of their position, or when such conduct is made a condition of employment or compensation, either implicitly or explicitly.

As workplace harassment can take many forms, it is impossible to describe all potential situations. You may find helpful the following examples of acts that may be perceived as harassing behavior:

- \*"ethnic" or other jokes based on someone's membership in a protected category.

- \*Unwelcome comments, memos, telephone calls, electronic mail, or other communications referencing a person's sex, race, age, disability, national origin, religion, or other protected status.

- \*Unwelcome teasing, jokes, or remarks.

- \*The use of slang, derogatory, or demeaning language.

b. Responsibility

As an MPL employee, you are responsible for keeping our work environment free of harassment. Any employee who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it to the Supervisor or to any officer of MPL with whom you feel comfortable. When MPL becomes aware that harassment might exist, it is obligated by law to take prompt, appropriate and, if necessary, corrective action, whether or not the victim wants the Company to do so.

c. Sexual Harassment Defined

Sexual harassment is a particular form of workplace harassment. Like any other types of workplace harassment, the precise definition of sexual harassment is constantly changing. However, federal and state governments, as well as the courts, have recognized two specific types of unwelcome behavior that can constitute sexual harassment:

The first type has been labeled quid pro quo sexual harassment. Quid pro quo sexual harassment occurs when an employee is either expressly told or it is implied that the employee must submit to unwelcome behavior as a condition of keeping his/her job or remaining eligible for a benefit, raise or promotion.

The second type, the hostile work environment, can exist where unwelcome behavior, whether directed at a particular person or not, creates an intimidating, hostile, or offensive working environment. The question of whether a hostile work environment exists does not depend on whether the behavior was intended to be unwelcome, but whether it was perceived as unwelcome.

d. What Acts Constitute Sexual Harassment?

**Almost all harassment involves "unwelcome behavior" - acts that are not welcome or are offensive** to the employee. Sexual harassment is always defined in terms of its impact on the recipient. It is not the intent of the person engaged in the questioned behavior that counts; it is, in part, the impact on the recipient that determines whether sexual harassment may have occurred.

- \*"dirty" jokes or sexually oriented language
- \*nude or semi-nude photos, posters, calendars, cartoons, or drawing obscene gestures
- \*lewd actions, or leering introduction of sexual topics into business conversation requests for dates or sexual favors which are not mutual, unwelcome touching, hugging, patting, pinching, etc., unwelcome letters, telephone calls, or materials of a sexual nature, unwanted sexual teasing, jokes, or remarks
- \*the use of slang, derogatory, or demeaning language
- \*whistling or cat calls
- \*personal questions about social or sexual life
- \*sexual comments about clothing, anatomy, or looks
- \*sexual gestures with hands or body movements

It is important to note that unwelcome behavior may constitute workplace or sexual harassment whether or not it takes place during business hours or at an MPL office, and whether it is the behavior of another MPL employee, a client, an outside vendor, or any other individual with whom the employee interacts in his or her capacity as an MPL employee.

e. The Rights of Victims of Workplace Harassment

All Company employees have the right to a workplace free from workplace harassment. To ensure this freedom, you have the right to:

- \*Voice any complaint regarding the existence of alleged workplace harassment;
- \*Have the complaint heard and/or investigated and resolved in accordance with the Statement of Procedure (which follows);
- \*Address your complaint to appropriate governmental authorities; and/or
- \*Be protected from any unlawful retaliation by the Company or its employees.

While we will adhere to the Statement of Procedure, we encourage all employees to firmly respond to unwelcome behavior when it occurs. Unless victims of workplace harassment confront those who offend them clearly and promptly, the unwelcome behavior may continue and it may claim other victims. When you confront an offender, remember that you have the strength of the law and of the Company to support you.

f. The Rights of Those Accused of Workplace Harassment

Because of the sensitivity of the issues and the potential consequences where it is found to exist, accusations of workplace harassment can have serious effects on both the professional and personal life of the victim and the accused. For these reasons, the Statement of Procedure has been designed to promote confidentiality to the greatest extent possible consistent with a thorough investigation and to give each party an opportunity to present the relevant facts. To minimize the adverse effects on an accused individual, who is subsequently found not to have committed workplace harassment, those accused have the right to:

- \*An opportunity to present their version of the facts surrounding the alleged workplace harassment;
- \*An investigation in which no disciplinary steps will be taken unless, in the opinion of MPL management, the circumstances warrant; and/or
- \*Protection from retaliation by any MPL employee where charges are determined to be without merit.

g. Statement of Procedure

Any Employee who feels that he or she has been subjected to workplace harassment can initiate a complaint by meeting with or by advising your Supervisor. If your complaint involves your Supervisor you should initiate your complaint by meeting or advising any other Supervisor or Officer of MPL.

Once the complaint has been lodged, the complainant will meet with the Supervisor (or other appropriate persons to whom your complaint has been referred).

Because an allegation of illegal discrimination or harassment, whether substantiated or not, can have damaging effects on careers and personal lives, every effort will be made throughout the process to protect the identities of the involved parties. However, during

the course of the investigation it is possible that the identities of the parties will become known or apparent. A Supervisor or an appointed third party may perform the investigation.

If during the course of the investigation the accused admits the conduct, and it is a violation of MPL's Policy, MPL will take any appropriate remedial action it deems appropriate, which may include discharge. Input from the complainant will be considered by MPL in determining what disciplinary action to take; however, the final decision rests with MPL and not with the complainant. When the conduct is not admitted, the accused will be afforded the opportunity to respond with any relevant facts. The investigator will perform any further fact-finding necessary, including, but not limited to, witness interviews.

The investigatory process will end with a confidential report detailing the allegations and the substance of any interviews. A recommendation will be made following the investigation. If, as a result of the investigation, it is determined that a violation of this policy has occurred, any discipline will be on a case-by-case basis.

## **17. Introductory Period**

Your first six (6) months of employment at MPL are considered an Introductory Period. This Introductory Period will be a time for getting to know your fellow employees, your immediate supervisor and the tasks involved in your job position, as well as becoming familiar with MPL's services.

This Introductory Period is a "try-out" time for both you, as an employee, and MPL, as an employer. During this Introductory Period, MPL will evaluate your suitability for employment, and you can evaluate MPL as well. At any time during this first six (6) months, you may resign without any detriment to your record. If, during this period, your work habits, attitude, attendance or performance does not measure up to our standards, we may release you. If you take approved time off in excess of three (3) work days during the Introductory Period, the Introductory Period may be extended by that length of time or for an additional 30 days, whichever is longer.

**Please understand that completion of the Introductory Period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for "cause." Your employment status remains at will.**

A former employee who has been rehired after a separation from MPL shall be considered an introductory employee during their first six (6) months following rehire.

## **18. Knowledge Of MPL**

As part of your New Employment package, you will receive an MPL company brochure so that you can familiarize yourself with other MPL services. This can prove valuable to you, our clients and MPL as well.

## **19. Non-Compete Agreement**

New employees may be required to sign a Non-Compete Agreement prepared by our attorneys as a pre-condition of employment.

## **20. Outside Employment**

What you do on your free time is your own business. However, if you are employed by MPL in a full-time position, MPL will expect that your position here is your primary employment. Any outside activity must not interfere with your ability to properly perform your job duties at MPL. If you are thinking of taking on a second job, it would be wise to notify your MPL supervisor immediately. He or she will thoroughly discuss this opportunity with you to make sure that it will not interfere with your job at MPL nor pose a conflict of interest.

## **21. Proof Of U.S. Citizenship And/Or Right To Work**

Federal regulations require that:

- a. before becoming employed, all applicants must complete and sign Federal Form I-9;
- b. Employment Eligibility Verification Form; and
- c. all applicants who are hired need to present documents of identity and eligibility to work in the U. S.

## **22. Relatives**

If you and members of your immediate family are employed by MPL, one may not supervise the other. If the employees are unable to develop a workable solution, the CEO of MPL will decide which employee may be transferred in such situations. For purposes of this section, your immediate family includes your spouse, your children, your siblings, your parents, your grandparents, and your spouse's children, siblings, parents and grandparents.

## **23. Security Checks**

MPL and/or its Clients may exercise its right to inspect all packages and parcels entering and leaving their premises.

## **24. Standards Of Conduct**

Whenever people gather to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and amicably. Some people have problems with "rules" and "authority figures," and past experience may have justified these thoughts and feelings; however, at MPL, we hold ourselves to a high standard of quality where the rules and authority figures simply assure that quality is maintained. By accepting employment with us, you have a responsibility to MPL and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to

restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then our organization will be a better place to work for everyone.

**a. Unacceptable Activities**

Generally speaking, we expect each person to act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. Your avoidance of these activities will be to your benefit as well as the benefit of MPL and its clients. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed, please see your immediate supervisor for an explanation. You are expected to observe and conform to any additional safety rules which may be imposed by an MPL client.

Occurrences of any of the following violations, because of their seriousness, may result in immediate dismissal without warning:

- \* Substance abuse on or off premises (please see our Policy in this Employee Handbook).
- \* Willful and/or intentional violation of any company rule; any deliberate action that is extreme in nature and is obviously detrimental to MPL's efforts to operate profitably.
- \* Willful and/or intentional violation of security or safety rules or failure to observe safety rules or MPL/client safety practices; failure to wear required safety equipment; tampering with equipment or safety equipment.
- \* Negligence or any careless action which endangers the life or safety of another person.
- \* Use of Company equipment for engaging in file sharing (excluding email), which places the Company's security at risk.
- \* Being intoxicated or under the influence of controlled substance drugs while at work or when representing themselves at a business function; use or possession or sale of controlled substance drugs in any quantity while on company premises except medications prescribed by a physician that do not impair work performance.
- \* Unauthorized possession of dangerous or illegal firearms, weapons or explosives on company property or while on duty.
- \* Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on company premises or when representing MPL; fighting, or horseplay or provoking a fight or negligent damage of property.

- \* Insubordination or refusing to obey instructions properly issued by your immediate supervisor pertaining to your work; refusal to help out on a special assignment.
- \* Threatening, intimidating or coercing fellow employees or clients on or off the premises --at any time, for any purpose.
- \* Engaging in an act of sabotage; intentionally, willfully or with gross negligence causing the destruction or damage of company/client property, or the property of fellow employees, clients or visitors in any manner.
- \* Theft of company property or the property of fellow employees and clients; unauthorized possession, misappropriation or removal of any company/client property, including documents from the premises without prior permission from management; unauthorized use of company/client equipment or property for personal reasons; using company/client equipment for your personal profit.
- \* Dishonesty; willful and/or intentional falsification or misrepresentation on your application for employment or production documents or other work records; using another employee's timesheet; lying about sick or personal leave; falsifying reason for a leave of absence or other data; alteration of company/client records or other company/client documents.
- \* Violating the non-disclosure agreement; giving confidential or proprietary MPL or client information to competitors or other organizations or to unauthorized employees; working for a competing business while an MPL employee; breach of confidentiality of personnel information.
- \* Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully and/or intentionally restricting work output or encouraging others to do the same.
- \* Immoral conduct or indecency on company/client property.
- \* Conducting a lottery or gambling on company/client premises during normal working hours (in the case of a lottery, a lottery approved in advance by a senior manager is excluded).

Occurrences of any of the following activities, as well as violations of any MPL/client rules or policies, may be subject to disciplinary action, including possible immediate dismissal. This list is not all-inclusive and, notwithstanding this list, all employees remain employed "at will":

- \* Unsatisfactory or careless work; failure to meet standards as explained to you by your immediate supervisor; mistakes due to neglect or carelessness or failure to get necessary instructions.

- \* Any act of harassment, sexual, racial or other; telling sexist or racial-oriented jokes; making racial or ethnic slurs.
- \* Leaving work before the end of a workday or not being ready to work at the start of a work day without prior approval of your immediate supervisor, with the exception of verifiable "emergency situations" requiring immediate response; stopping work before time specified for such purposes.
- \* Sleeping on the job; loitering or loafing during working hours; unauthorized use of telephones; falsification of personnel or other company records.
- \* Smoking in restricted areas, as specified by department rules.
- \* Creating or contributing to unsanitary conditions; creating or contributing to the waste of energy (i.e., keeping on unnecessary lighting in your work area, forgetting to turn off running water, failing to adjust work area thermostats where the work area is unoccupied for an extended period of time); failing to shut down personal computers at end of work shift.
- \* Posting, removing or altering notices on any bulletin board without permission of an officer of MPL or client.
- \* Failure to report an absence or late arrival; excessive absence or lateness.
- \* Obscene, threatening or abusive language toward any immediate supervisor, employee or client; indifference or rudeness towards a client or fellow employee; any disorderly/antagonistic conduct.
- \* Speeding or careless driving of a company vehicle or of a personal vehicle on company or client property.
- \* Failure to immediately report damage to, or an accident involving, company/client equipment.
- \* Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee.
- \* Failure to maintain a neat and clean appearance in terms of the standards established by the company, client and your immediate supervisor; any departure from accepted conventional modes of dress or personal grooming; wearing improper or unsafe clothing.

**b. Disciplinary Actions**

Unacceptable behavior which does not lead to immediate dismissal may be dealt with in

any of the following manner(s) and as deemed appropriate to the circumstance:

- Verbal Warning/Reprimand
- First Written Warning/Reprimand
- Second Written Warning/Reprimand
- Suspension
- Dismissal

With the exception of verbal and written warnings/reprimands, proposed disciplinary action(s) will include the written reasons for the immediate supervisor's proposed action and any supporting evidence. The proposed disciplinary action and supporting evidence will be forwarded to the CEO or other member of senior management designated to receive and render an opinion on such proposed action. You will have an opportunity to defend your actions and rebut the proposed action of your immediate supervisor as noted below.

All pertinent facts will be carefully reviewed, and the employee will be given a full opportunity to explain his or her conduct before any decision is reached. The CEO or another member of senior management will give a final opinion concerning the proposed disciplinary action before discipline is imposed.

## **25. Disciplinary Procedures**

It is MPL's policy to encourage the highest standards of employee conduct and work performance. The company may discipline its employees when its policies or work rules are violated. In determining the corporate disciplinary action, the company will evaluate the seriousness of the offense, the facts and circumstances involved, and the employee's work record. Whenever possible, the company will impose discipline on a progressive basis through warnings, reprimands, suspensions or termination. However, nothing shall prevent the company from terminating employment, at any time, for any reason or no reason, with or without notice. If terminated for cause no notice pay will be provided.

### **a. Dismissal**

**Employment and compensation with MPL is "at will" in that you can be terminated with or without cause, and with or without notice, at any time, at the option of either MPL or yourself, except as otherwise provided by law. Some incidents, depending upon the seriousness of the situation, may result in immediate dismissal.**

Although MPL's business culture is predicated on a strong commitment to employee job preservation, fluctuating economic conditions/client requirements may periodically necessitate a reduction in the company's work force. When a work force reduction cannot be avoided, many factors are assessed by the company in determining which personnel will be affected. These factors include, but are not limited to, an evaluation of employee

seniority, work experience, special skills and unique client requirements.

MPL is dedicated to assisting employees whose jobs have been eliminated. The company will assist the employee in his/her search for new employment by providing the following services:

Resume update  
Letter(s) of Referral  
Assistance of Totowa Office Personnel for any necessary  
administrative services.

### **III. Compensation & Performance**

#### **A. Wage & Salary Policies**

MPL has developed policies which attempt to insure that wages and salaries are comparable to those of other employees with similar jobs at MPL or in our industry. Our wage and salary policy is designed to attract and retain the best-qualified people available. To carry out this policy, we periodically compare our wage and salary policy with rates for similar positions using appropriate published information from sources like job boards, statewide business organizations, local chambers of commerce, state and national organizations, various management reports, and various local, state and federal agencies. You are employed by MPL and will be carried directly on our payroll. No person may be paid directly out of petty cash or any other such fund for work performed. The only exception to this policy is where a contract relationship exists with a bona fide independent contractor.

##### **1. Deductions From Paycheck (Mandatory)**

MPL is required by law to make certain deductions from your paycheck each time one is prepared. Among these are your federal, state and local income taxes, your contribution to Social Security and the Unemployment Compensation Program, as required by law. These deductions will be itemized on your check stub. The amount of the deductions may depend on your earnings and on the information you furnish on your W-4 form regarding the number of dependents/exemptions you claim. Any change in name, address, telephone number, marital status or number of exemptions must be reported to the human resources representative immediately, to ensure proper credit for tax purposes. The W-2 form you receive for each year indicates precisely how much of your earnings were deducted for these purposes. Any other mandatory deductions to be made from your paycheck, such as court-ordered attachments, will be explained whenever MPL is ordered to make such deductions.

**Note:** See "Wage Assignments (Garnishments)" later on in this section for further information.

##### **2. Error In Pay**

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, tell your payroll administrator immediately. He or she will take the necessary steps to research the problem and to assure that any necessary correction is made properly and promptly.

##### **3. Overtime Pay (Non Exempt Employees Only)**

From time to time, it may be necessary for you to work overtime in order to complete a job on time. All overtime must be approved in advance by your Client supervisor and/or your MPL supervisor. When it is necessary to work overtime, you are expected to cooperate as a condition of your employment. Overtime is paid pursuant to applicable law. Overtime is paid after 40 hours **worked** per week, exclusive of days off.

There are two types of overtime work:

- a. Scheduled Overtime: Scheduled overtime work is announced in advance. If you need to be excused from performing scheduled overtime, speak with your Client supervisor. He or she will consider your situation and the requirements of the client in deciding whether you may be excused from performing the scheduled overtime.
- b. Incidental Overtime: Incidental overtime isn't scheduled. It becomes necessary in response to extenuating circumstances. It is extra time needed to complete work normally completed during regular hours. Incidental overtime may become necessary when an illness or emergency keeps co-workers from being at work as anticipated. It may require you to return to the workplace for emergency work. All overtime work must be approved by your Client supervisor in order for you to receive compensation for it.

#### **4. Pay Period, Hours & Pay Cycle**

Pay periods are based on a semi-monthly pay schedule, or 2 Pay Periods per month. The Semimonthly pay periods are the 1<sup>st</sup> through the 15<sup>th</sup>, and the 16<sup>th</sup> through the 31<sup>st</sup>. Timesheets are due in the Totowa office on the 1<sup>st</sup> and the 16<sup>th</sup>. The Payday schedule is posted on the MPL Employee web site <http://www.mpls.com/employee>. You will be given the option of receiving your pay by mail or by direct deposit to your bank. The direct deposit program is coordinated with MPL's financial institution. However, employees need not have an account at that institution. Please contact the MPL accounting office for more information. All payments shall be made by physical check unless we receive a completed Direct Deposit form.

#### **5. Time Sheets**

By law, we are obligated to keep accurate records of the time worked by "non-exempt" employees. The client's authorized representative must approve the time sheet.

Inaccurate time records may result in payroll errors. In the event that you realize you have submitted an inaccurate time sheet, you must immediately notify the Payroll Administrator.

#### **6. Inclement Weather & "Acts Of God"**

In the event that inclement weather, power/utility failure, fire, flood, earthquake or some other "Act of God" or in the event of another type of emergency condition that keeps the Totowa Office or client location from operating, every effort will be made to provide you with advance notice in the event we will be closed. If you are not certain what to do, contact the Payroll Administrator. Client sites may also authorize closings of their sites.

#### **7. Resignation of Employment**

MPL hopes and expects that you will give at least two weeks notice in the event that you intend to leave employment. If you are terminated within the two weeks, MPL will pay the remainder of your two week notice. If you are terminated with cause, you will not receive any notice pay.

## **8. Wage Assignments (Garnishments)**

We hope you will manage your financial affairs so that we will not be obligated to execute any court-ordered wage assignment or garnishment against your wages. However, whenever court-ordered deductions are to be taken from your paycheck, you will be notified.

According to the Federal Wage Garnishment Act, three (3) or more garnishments may be cause for dismissal.

**Note:** See "Deductions From Paycheck (Mandatory)" earlier in this section for further information.

## **9. Conflicts of Interest**

In order to preclude the possibility of any possible adverse monetary interests, no employee shall:

1. Engage directly or indirectly in any business dealings or private ventures for profit that accrue from or are based upon his or her position or authority with MPL;
2. Participate in the negotiation of or decision to award contracts, the settlement of any claims or changes in any contracts the arrangement of loans, rate setting, guarantees, or other items of value with or for any entity in which he or she has a financial or personal interest;
3. Disclose or use any information obtained as a result of his or her employment and not generally available to the public for his or her own personal gain or for the gain of others;
4. Engage in or accept outside employment or render services for another unless that outside employment or service is approved in advance and in writing by MPL.

Employees who refuse or fail to comply with the policies stipulated in this sub-section may be subject to disciplinary action including, but not limited to, reprimands, suspensions and termination.

## **10. Travel Expenses and Expense Reports**

### **(a) Business Travel**

The following guidelines have been established to provide employees with an understanding of what MPL considers reasonable expenses to be incurred by an employee while traveling for company business (this does not include normal commutation to and from work), and the procedures that must be conformed with:

1. The Totowa Office Administrative Staff will assist employees in arranging for any pre-approved travel reservations/accommodations if the involved employee so requests or is unable to do so personally;
2. Employees who are requested by the client to travel to another site during their non-regular business hours will be compensated in accordance with the client's policy for travel reimbursement. Employees should notify MPL management at the Totowa Office whenever they are requested by the client to perform such travel;
3. If air travel is necessary, the involved employee will be compensated in accordance with the client's policy for travel reimbursement;
4. If the employee utilizes his privately owned automobile for business travel purposes, he/she will be reimbursed for the total mileage traveled, transit tolls, and parking fees;
5. The business travel mileage allowance rate is in accordance with the IRS's Standard Mileage Rates and is subject to change ;
6. Per diem meal allotments vary and are determined by the MPL client for whom the business travel is performed. The employee should inquire of his/her immediate supervisor as to what the client deems to be an appropriate per diem meal allotment;
7. It is understandable that employees, while on business travel, may occasionally encounter situations which require them to incur expenses for the purpose of client entertainment. Any expenses must be pre-approved by MPL management, ..
8. Personal expenses for items such as laundry, health/beauty aids, video rentals, and dry cleaning services are not reimbursable;
9. Company issued credit cards are to be used only for company reimbursable travel expenses; never for the purchase of personal items or gifts.

#### **(b) Expense Reports**

Business travel expense reports should be submitted to the Totowa Office by no later than 12:00 noon on the Monday following.

Receipts, including airline ticket stubs, for all travel expenditures must be submitted with each expense report. Any expenditure(s) included in an expense report, which is not substantiated with a proper receipt, may not be reimbursable to the employees.

#### **11. Purchase/Loss of Personal or Work Items**

MPL will not reimburse an employee for damage to clothing or for the procurement of any personal items even when traveling on company business. The company also will not reimburse an employee for any unauthorized expenditures for work-related tooling and equipment.

## **12. Work Schedule**

The normal workweek consists of a forty hour work week, excluding paid time off. Your work hours will vary, depending on the nature of the client to whom you are assigned. In the event that your assignment requires working alternative work hours, your schedule of daily work hours will be given to you by your Client supervisor. It is your responsibility to notify the MPL Payroll Administrator if the Client alters your work hours and/or location. Should you have any questions concerning your work schedule, please ask your MPL supervisor.

### **a. Absence Or Lateness**

From time to time, it may be necessary for you to be absent from work. MPL is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise. Personal days and vacation days have been provided for this purpose. If you are unable to report to work, or if you will arrive late, please contact your immediate supervisor immediately. Give him or her as much time as possible to arrange for someone else to cover your position until you arrive. If you know in advance that you will need to be absent, you are required to request this time off directly from your immediate Client supervisor or MPL Supervisor if you are not at a Client Site. He or she will determine the most suitable time for you to be absent from your work. You must also call in to MPL Human Resources and inform the office of an unexpected absence or late arrival. I. For late arrivals, please indicate when you expect to arrive for work. Notifying the Payroll Administrator or a fellow-employee at the client site is not sufficient. If you are unable to call in yourself because of an illness, emergency or for some other reason, be sure to have someone call on your behalf. **Absence from work for more than one (1) day without notifying your immediate supervisor or MPL Human Resources Manager may be considered to be your voluntary resignation.**

### **b. Attendance**

You are expected to be ready to work at the beginning of your assigned daily work hours, and you are expected to remain at work until the end of your assigned work hours, except for approved breaks and lunch. When your work takes you away from your work station, please let your Client supervisor know where you are going and how long you expect to be gone. Be aware that "excessive" time off could lead to disciplinary action.

**Note:** See "Excessive Absenteeism Or Lateness" for further information.

### **c. Excessive Absenteeism Or Lateness**

In general, more than six (6) absences in a year or a consistent pattern of absence, will be considered excessive, and the reasons for the absences may come under question.

Tardiness or leaving early is as detrimental to MPL as an absence and will carry the same weight as an absence. Other factors, like the degree of lateness, may be considered. Please be aware that excessive absenteeism, lateness or leaving early may lead to disciplinary action, including possible dismissal.

**d. Lunch Period**

If you work longer than four (4) hours, you will be given a lunch period, the length of which varies depending upon the location at which you work. Your Client or immediate supervisor will give you your lunch period schedule.

**e. Record Of Absence Or Lateness**

If you are absent because of illness for three (3) or more successive days, your MPL supervisor may request that you submit written documentation from your doctor. You will be responsible for any charges made by your doctor for this documentation. Your attendance record will be considered when evaluating requests for promotions, transfers, leaves of absence, and approved time off, as well as scheduling layoffs, etc.

## **IV. Benefits**

### **A. The Benefits Package**

In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, you may be eligible to enjoy other benefits which will enhance your job satisfaction. We are certain that you will agree that the benefits program described in this Handbook represents a very large investment by MPL, and we trust that you will avoid abusing any of the program's benefits. A good benefits program is a solid investment in MPL and its employees. It not only insures the loyalty of long-time capable employees, it also helps to attract talented newcomers who can help MPL grow. MPL will periodically review the benefits program and will make modifications as appropriate to the company's condition.

#### **Eligibility For Benefits**

If you are a full time employee, you will enjoy all of the benefits described in this manual as soon as you meet the eligibility requirements for each particular benefit.

If you are a part-time employee, you will enjoy only those benefits which MPL provides to part-time employees or which are required by law to be afforded to you, provided that you meet the minimum requirements set forth by law and in the benefit plan(s). Medical, dental and life insurance coverage takes effect the first of the month following date of hire. Temporary employees are only eligible for 8 Holidays to coincide with the Client's scheduled Holidays, whenever possible.

### **B. Paid Leaves Of Absence**

Time off for any reason during a working day will count against your personal days. Once you have used all of your earned personal days any additional time off may be counted against your unused vacation time. Thereafter, time off during a working day will be without pay for non-exempt employees. An exempt employee will be dealt with on a case by case basis after a meeting with his/her immediate supervisor and a representative from human resources.

### **C. Gaps in Service/Benefits:**

If your contract ends and you are terminated, whether long or short term, you will be paid out any owed or accrued vacation days. If you return to work under a new contract, you will start to accrue your vacation and personal days according to section IV Benefits paragraphs E.2 and G.2 (Earning Vacation and Personal days). This date will also be your new "Seniority" date for accrual of Vacation and Personal Days. Your accrual of vacation and personal days will be based on the amount of time you have been working for MPL. (See benefit section – Vacation /Personal Days.

## **D. Holidays**

As part of your Full Time employee total benefit package, MPL provides you with ten (10) holidays of which the following eight (8) are posted holidays: If the client that you are assigned to does not close for any of the posted holidays, it is expected that you will get approval from the client to deviate from their schedule. MPL will, however compensate you for a total of 10 holidays.

President's Day  
Martin Luther King Jr. Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
New Year's Day

## **E. Vacations**

MPL understands that every employee needs vacation time and therefore provides employees with paid vacation time as one of the many ways in which we show our appreciation for your loyalty and continued service.

### **1. Amount Of Vacation**

#### **Vacation Earned for Continuous Service**

<b>1 - 5 years</b>	<b>10 days</b>
<b>5 or more years</b>	<b>15 days (starts after completion of your 5th anniversary)</b>

### **2. Earning Vacation**

Newly hired employees shall not be eligible to take vacation time until completing twelve continuous months of employment. After completing seven (7) months of employment, a new hire will begin to earn two (2) vacation days for each calendar month of service up to a maximum of ten (10) vacation days. These days may be taken as days or they may, with management approval, be taken a week at a time. Vacation hours are earned and accrued on an Anniversary Date basis.

Beginning on your first anniversary of employment, you begin to earn vacation for the second year accruing at 10/12ths of a vacation day each month (so that at the end of the twelve months you will have earned the ten full days of vacation). When eligible to receive fifteen (15) days of vacation, you will earn 15/12ths of a vacation day each month, beginning the following month of your fifth anniversary. Vacation may be taken in weekly,

daily or half-day increments, or hourly. All vacations must be approved in advance by the client manager/supervisor.

### **3. Vacation Policies**

Every effort will be made to grant you your vacation at the time you desire, however, since vacations cannot interfere with the client's operation, any request must be approved by your client manager/supervisor. For all MPL office personnel, requests for vacation must be given at least 30 days in advance to your immediate supervisor. If a paid holiday falls during your scheduled vacation period, such day will be credited as a holiday rather than a vacation day provided you are eligible for the paid holiday.

### **4. Accumulation Rights**

Vacation time may, with MPL management approval, be carried over to the following anniversary year. You should provide written notice to the Human Resources Manager of your desire to carry over unused vacation days in order to insure proper credit of such day(s). In no event shall more than five (5) vacation days be carried over to a subsequent anniversary year. Any employee who has more than five vacation days carried over from a previous anniversary year (these days **in excess of five** are referred to as "Carry Over Days"), such employee(s) shall receive payment in lieu of vacation for each Carry Over Day. Carry Over Days shall be paid out at the employee's regular straight-time rate in effect at the time the Carry Over Days were converted to carry over status.

If an employee is terminated for any reason after the initial seven months of service, he/she will be paid for any accrued vacation.

### **F. Longevity Bonus.**

Our practice of paying a Longevity Bonus will be eliminated after December 31, 2007. Those employees who previously qualified and those that have completed ten (10) full years of service to the company as of 31 December 2006 will receive their final longevity bonus in July or December 2007. Thereafter, all such payments shall cease altogether.

**All Employees hired after 31 December 1996 will not be eligible for the Longevity Bonus.**

## **G. Personal Days**

### **1. Definition**

Personal days are meant to provide paid time off for certain compelling reasons including illness, legal matters, family deaths or home emergencies and should not be viewed as additional vacation days.

### **2. Eligibility Periods**

During the first six months of employment, an employee is not eligible for personal time off with pay. The eligibility for personal time after 6 months is as follows:

6-12 months of employment	3 Personal Days For The First Year
12 months +	6 Personal Days For All Subsequent Anniversary Years

### **3. Planned Personal Days**

Whenever possible, employees should coordinate planned personal days with their immediate client supervisor as well as the MPL office at least (30) thirty days prior to the planned date(s).

### **4. Unused Personal Days**

Unused Personal Days will NOT be paid out or carried over.

### **5. Personal Day Reduction for Shortened Workdays**

Employees who because of personal reasons work less than their regular scheduled workday hours will have the equivalent lost time deducted from their accrued personal day allowance.

### **6. Personal Day Call-In Procedure**

MPL Office Employees should notify their immediate supervisor as soon as possible.

MPL Field Employees should notify either the appropriate client supervisor on site before the start of normal working hours.

## **H. Other Paid Leaves**

### **1. Jury Duty**

It is your civic duty as a citizen to report for jury duty whenever called. If you are called for jury duty, MPL would like to help you lessen the financial burden and, will therefore, pay up to the first three (3) days for MPL full time, hourly paid and non-exempt employees. Before any compensation will be granted, you must comply with the following rules: (1) You must notify your immediate client supervisor within forty-eight (48) hours of receipt of the jury summons. (2) Court documentation establishing that you actually reported for and served jury duty must be presented to MPL Human Resources prior to resuming work and in order for you to receive jury duty pay. On any day or half-day you are not required to serve, you will be expected to call your immediate client supervisor as soon as possible to determine if you should return to work that day or a portion thereof. If your jury duty requires you to serve less than four (4) hours in a day, you need not call, but you must immediately return to your job for the balance of the work day. (3) You must give MPL Human Resources a copy of the subpoena, jury certificate or court order. If your Jury Duty requires that you serve longer than three days, you may choose to use any Personal or Vacation Days.

### **2. Long Term Illness Policy**

MPL recognizes that instances of long-term illness which require hospitalization and recuperation do occur. Long-term illness is defined as an illness or disability requiring three or more continuous days. A note from your physician will be required for any instance of long-term illness.

If you are required to take a long term leave of absence, any accrued personal or vacation leave may be applied at the time the leave commences. If you are on an approved leave of absence for less than thirty (30) days, your personal and vacation leave eligibility will not be affected

Should the leave extend beyond thirty (30) days, personal and vacation leave will not continue to accrue..

This long term illness policy does not apply if leave is needed as a result of self-inflicted injury, illegal substance abuse or alcohol abuse, or illness or injury incurred while in the act of committing a felony.

In the event of an illness or injury covered by workers' compensation, this long term illness policy will not apply, but will defer to state statutes.

## **I. Unpaid Leaves Of Absence**

Occasionally, for personal, or other reasons, you may need to be temporarily released from the duties of your job with MPL, but may not wish to submit your resignation. Under certain circumstances, you may be eligible for an unpaid leave of absence. You must apply in writing to the Chief Financial Officer for an unpaid leave of absence, setting forth the reason for the leave, the date on which you wish the leave to begin and the date on which you will return to active employment with MPL. Where applicable, MPL will discuss the conditions of the absence with your Client supervisor. A leave will be granted only when circumstances at the Client site and/or MPL permit. The needs of the Client and/or MPL will determine the number of employees allowed out on unpaid leave at any one time. You must adhere to all the requirements set forth in the following sections. Failure to do so may result in alterations of your employment status or termination of your employment with MPL.

### **1. Family Medical Leave**

MPL complies with the provisions of the Federal Family Medical Leave Act (FMLA). The following summarizes your rights under FMLA:

#### **A. Types of Absences Covered**

Under the FMLA you may take up to 12 weeks within a 12-month period unpaid leave of absence for:

- The birth of your child;
- Care for your newborn child (birth – 12 months of age);
- Placement of a child with you for adoption or foster care;
- The serious health condition of your parent, child, or spouse requires care provided by you; or
- Your own serious health condition causing you to be unable to perform your job.

Under this policy, the following words have the following definitions:

“Spouse” means a husband or wife as defined or recognized under or for purpose of marriage.

“Parent” means a biological parent or an individual who stands or stands in loco parentis to an employee when the employee was a child. “Parents” does not include “parents-in-law”.

“Child” means a biological, adopted or foster child, a stepchild, or child of a person standing in loco parentis, who is either under age 18 or older and “incapable” of self care because of a mental or physical disability, as defined by applicable law.

## **B. Serious Health Condition Defined**

Serious health condition, defined as any injury, illness or impairment, involves:

- Inpatient care (overnight stay) in a hospital, hospice, or residential medical care facility;
- Continuing treatment by a health care provider which includes:
- a period of incapacity for a period of four or more consecutive calendar days; or
  - \*requires two or more treatments (visits) to the health care provider; or
  - \*requires at least one visit to the health care provider following a regimen of continuing treatment under the supervision of a health care provider.

## **C. Chronic Conditions**

Chronic conditions also are covered by the FMLA. Chronic conditions are defined as a condition which:

- Requires periodic visits for treatment by a health care provider;
- Continues over an extended period of time; or
- May cause episodic rather than a continuing period of incapacity (e.g. asthma, diabetes, epilepsy, etc.)

## **D. Eligibility for FMLA**

To be eligible for a FMLA leave, you must have worked for us for at least twelve months in total, must have worked at least 1,250 hours in the period preceding your request for FMLA leave, and must be employed at a time where 50 or more employees are employed by the Company.

## **E. Length of Leave**

Under the FMLA, you are entitled to leave as long as a physician (or legally qualified health care provider) certifies that your condition (or condition of your family member) necessitates your absence up to a maximum total of 12 weeks within a 12-month period. This 12 weeks includes personal leave, vacation and other paid time (e.g. Jones Act or worker's compensation) taken while on FMLA.

For example, if you have 4 days accrued sick leave and six days accrued vacation at the time your FMLA leave begins, the first two weeks of FMLA will be with pay and ten (10) weeks will be without pay for a total leave of 12 weeks.

Spouses who are both employed by the Company are entitled to twelve weeks of leave between them in the aggregate per year (rather than twelve weeks for each of them) for the birth or adoption of a child or for the care of his or her sick parent. Each spouse may be eligible for up to 12 weeks of care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or for his or her own serious illness.

#### **F. Intermittent Leave**

If you, or your family member's condition requires periodic treatment (e.g. chemotherapy or dialysis), you may request leave on an intermittent basis or reduced leave schedule. Where the employee is requesting intermittent or reduced leave, the employee must state the reasons why the intermittent/reduced leave schedule is medically necessary and, if applicable, the schedule for treatment (including the schedule on which such treatment is expected to be given and the duration of such treatment).

If an employee requests leave on this basis, however, the Company may require the employee to transfer temporarily to an alternative position to better accommodate recurring periods of absence or a part-time schedule provided that the position has equivalent pay and benefits.

Intermittent leave may be taken in hourly increments and will be counted toward the 12 week allotment in the increments taken (12 weeks = 40 hours per week or a prorated portion for part-time employees).

#### **G. 12-Month Period Defined**

The twelve-month period for FMLA eligibility begins with the date of first absence qualifying for FMLA leave, and rolls forward from that date. In other words, how much FMLA leave you are entitled to depends on how much time you have taken during the twelve month period prior to your requested leave.

For example: If you take four weeks for FMLA leave beginning September 1, then take another four weeks beginning January 1 the following year of eight weeks, you would only have four weeks FMLA leave all available until next September 1.

#### **H. Personal Leave and Vacation While on FMLA Leave**

If at the time your FMLA leave begins, you have accrued personal time and vacation and the FMLA leave is not for an on the job injury or illness, you may be required to use that time while on FMLA leave. Once accrued personal time and vacation are used, the remainder of your FMLA leave will be without pay.

Personal leave and vacation do not accrue while on FMLA leave. Personal leave and vacation accrual will resume the first full pay period after you return from leave. If your leave is intermittent, personal leave and vacation accruals will be prorated based on actual hours worked.

## **I. Benefits Continuation While On FMLA Leave**

While on FMLA leave, the Company will maintain the employee's coverage while under any group health insurance plan as well as any other supplemental insurance purchased through the Company, on the same conditions and coverage would have been provided if the employee had been continuously employed during the entire leave period up to a maximum of 12 weeks.

Payment of insurance premiums must be made by the first of each covered month, and will be considered delinquent if not received by the tenth of each month. Failure to pay insurance premiums by the due date could result in loss of coverage. Likewise, payment of premiums with a check returned for insufficient funds could also result in loss of coverage.

The Company's obligation to maintain the employee's group health insurance plan and supplemental coverage ceases if and when: (1) the employee informs the Company of the employee's intent not to return from leave; (2) the employee fails to return from leave and thereby resigns his or her employment with the Company; or (3) the employee exhausts his or her weeks of FMLA leave. In addition, the Company's obligation ceases if the employee's premium payment is more than 30 days late.

If you do not return to work at the end of the 12-week FMLA period, you may continue health care coverage under COBRA.

If you do not return to work for at least 30 days after a FMLA leave, you will be billed for health care premiums paid by the Company while you were on leave, unless the failure to return to work was for a serious health condition qualifying the employee for a FMLA leave or for reasons beyond the employee's control. If the employee claims that his or her failure to return, occasioned by the continuation, recurrence or onset of a serious health condition such as would qualify for FMLA leave, the employee will be required to provide medical certification of the employee's or the family member's serious health condition, as the case may be. If the certification is not provided within 30 days of the request, the Company will be entitled to recover from the employee what is paid for the employee's health and supplemental insurance coverage, including the employee's share of the premium payments missed by the employee during the employee's leave. (Ex.: If an employee returns from leave and resigns within 30 days for personal reasons not relating to the FMLA leave, the employee would be required to reimburse the Company 100%

of the cost of the health and supplemental benefits while the employee was on leave.)

When the Company is entitled to recover health benefit premiums, the amount of those premiums are considered to be a debt owed by the employee to the Company.

The Company may recover that debt by deducting, consistent with state law, from any sums due the employee from the Company (e.g. unpaid vacation pay, etc.) and/or initiating legal action against the employee. Employees taking FMLA leave will be given an "advance agreement" signifying that they are aware of and agree to such deduction for the premium purposes.

## **J. Leave Request**

Human Resources should be notified as soon as you feel that a FMLA leave is appropriate for your situation. You will be provided a leave request form and a Physician's Certification to be completed. The Company requires the Physician's Certification to support a claim for leave for an employee for a serious health condition or to care for a seriously ill child, spouse or parent. The Physician's Certification form must be completed and signed by the health care provider of the employee or of the employee's ill family member as the case may be. It should state: (1) the date on which the serious illness condition commenced; (2) the probable duration of the condition; and appropriate medical facts within the knowledge of the health care provider regarding the condition.

For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For leave to care for a seriously ill child, spouse, or parent, the certification must include a diagnosis of the serious health condition for the employee's child, spouse, or parent, as well as an estimate of the amount of time the employee is needed to provide care. Such certification must be provided to the Company within 15 calendar days after the employee request FMLA leave unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. A failure to provide certification will result in a denial of the leave request until the required certification is provided.

When foreseeable, (e.g. for child birth or elective surgery) you are required to give at least 30 days written advance notice prior to taking a leave.

Unforeseeable circumstances do not require 30 days advance notice. In such a case, you must give notice as soon as practicable. It is expected that where the need for leave is not foreseeable, the employee will notify the Company of the need for FMLA leave within no more than two working days after learning of the need for the leave.

Failure to give timely notice may affect your ability to take leave as requested. If the employee fails to give the Company 30 days advance notice for foreseeable leave without a reasonable excuse for the delay, the Company may deny the employee's request for FMLA leave until at least 30 days after the date the employee provides notice to the Company of the need for FMLA leave. An employee requesting FMLA leave must make efforts to schedule leave so as not to disrupt Company operations. The Company reserves the right, for justifiable cause, to require an employee to attempt to reschedule treatment, subject to the ability of his or her health care provider, to any modification of the treatment schedule.

In cases of the employee's illness, the employee will be required to report every 30 days on his or her leave status and intention to return to work. Recertification of the basis for the leave will be required if the employee requests an extension of the leave, circumstances have changed significantly, the Company receives information which casts doubt upon the continuing validity of the certification, or the employee is unable to return to work after FMLA leave because of the continuation, recurrent or on-going serious health condition. The same form used for certification will be required for recertification.

In its discretion, the Company may require a second opinion of a health care provider at its own expense. If the first and second opinions differ, the Company, at its own expense, may require the binding opinion of a third health care provider, who will be approved jointly by the Company and the employee. If the employee does not attempt in good faith to reach agreement on the third health care provider, the employee will be bound by the opinion.

Your leave (and 12-week allotment) will commence from the first date of absence for the covered situation, regardless of when you formally request FMLA leave.

#### **K. Return to Work**

When an absence is caused by the employee's serious health condition, the employee will be required to present a certification of fitness to return to work. No employee may return to work without such a certification. The fitness to return to work certification must be signed by a physician or health care provider as defined by applicable law.

You are expected to return to work when released by your health care provider (or when your family member is released). Failure to return when released by you or your family member's health care provider will be considered a voluntary resignation.

If you take leave for your own serious health condition, you must provide a certification from your health care provider of your fitness to return to work.

If you return to work within 12 weeks, you will be returned to the same or substantially similar position. A substantially similar position is defined as a job of similar job duties, job classification, work hours and salary as that which you held at the time you went out on leave. An employee, however, has no greater right to reinstatement or to other conditions of employment than if the employee had been continuously employed during the FMLA leave period.

For example, if a shift were eliminated or overtime decreased, the employee would not be entitled to return to work that shift or the original overtime upon reinstatement. In addition, the Company will not guarantee an employee's position or an equivalent position if his or her FMLA leave extends beyond 12 weeks.

An employee who fraudulently obtains FMLA leave from the Company is not entitled to job restoration or maintenance of health benefits.

If the employee on leave is a salaried employee and is among the highest paid ten percent of Company employees within 75 miles of the employee's work site, and if the Company determines that the restoration of the employee would result in substantial and grievous economic injury to the Company's operations, reinstatement of the employee may be denied. In this situation, however, the employee will be given advance notice of the Company's determination and allowed a reasonable opportunity to return to work.

If you are not released to return to work within 12 weeks, you may request a personal leave of absence, subject to the requirements of that policy.

The use of leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. Seniority and other employment benefits will continue to accrue only if you are on a special leave such as Family Leave. The duration of the Family Medical Leave will also count as continued service under MPL's 401(k) plan.

\*Please note that federal and state laws provide similar but different rights to Family Medical Leave. MPL will endeavor to comply with all such regulations as they apply to you.

## **2. Military Leave Of Absence**

MPL supports those employed who meet their military obligations by granting an unpaid leave of absence. If you are a full-time employee and are inducted into the U.S. Armed Forces, you will be eligible for re-employment after completing military service, provided:

- a. You show your orders to your immediate Client supervisor and MPL Human Resources as soon as you receive them.
- b. You request a Military Leave of Absence in writing.
- c. You satisfactorily complete your active duty service.
- d. You enter the military service directly from your employment with MPL.
- e. You apply for and are available for re-employment within ninety (90) days after discharge from active duty. If you are returning from up to six (6) months active duty for training, you must apply within a reasonable time (usually thirty (30) days) after discharge.

## **3. Military Reserves Or National Guard Leave Of Absence**

Employees who serve in U. S. military organizations or state militia groups may take the necessary time off without pay to fulfill this obligation, and will retain all of their legal rights for continued employment under existing laws. You are expected to notify your immediate supervisor as soon as you are aware of the dates you will be on duty so that arrangements can be made for replacement during this absence.

## **4. Disability Leave**

Short Term Disability Leave.

Employees in New York are entitled to Fifty (50%) percent of their salary after one week of disability, up to 26 weeks.

Employees in New Jersey are entitled to 2/3 salary after one week and payment of benefits for up to 26 weeks. After three weeks of disability, the plan goes back and retroactively pays the first week of disability as well.

## **5. Returning From An Unpaid Leave Of Absence**

You must notify MPL **at least five (5) days prior to your expected return date** that you intend to return from an unpaid leave of absence. When you return, you will be placed on your regular job if such position remains and is available. If MPL has had to eliminate or fill your position while you were on leave, you will be assigned to an open position for which you are properly qualified. If no such position exists, you will be placed on layoff status. **If you don't return from your leave of absence on the day indicated in your original application or in any approved extension, or within five (5) days of release by your doctor if you have been on a disability leave of absence, you will be considered to have voluntarily resigned from employment with MPL as of the day on which you began your leave of absence.** If you have been on a disability leave of absence, you will be required to submit a statement from your doctor indicating that you are fit to return to your normal duties. You will receive seniority credit for the time that you have been on disability leave of absence. If you have been on a military leave of absence, you will receive seniority credit for the time that you were on active military duty.

## **6. Accepting Other Employment**

If you accept any employment or go into business while on a leave of absence from MPL, you will be considered to have voluntarily resigned from employment with MPL as of the day on which you began your leave of absence.

### **J. Insurance Coverage**

MPL is interested in the health and well-being of both you and your family. A comprehensive health and life insurance program is available for you and your family. Information specific to each type of coverage will be provided by the associated carriers.

#### **1. Group Life Insurance**

We provide group term life insurance underwritten by a well-known insurance carrier. You will complete an insurance form on your first day of employment with MPL. At that time, you may choose to accept the insurance coverage or not. The premiums for Employee coverage are paid in full by MPL.

#### **2. Medical Insurance**

MPL provides medical coverage for all full time employees unless a waiver is signed declining insurance. Premiums, for this coverage for the employee is paid in full by MPL. You have the option of paying to cover your spouse, and or dependants. Forms for this coverage are completed during the first week of employment. We provide comprehensive hospital, surgical and major medical coverage through this group plan. You will be able to log on to our insurance carrier's website, which will explain the medical and prescription

card benefits in detail.

Enrollment and additional plan specific information will be provided in the associated insurance handbook and subsequent updates.

In the event of your termination of employment with MPL or loss of eligibility to remain covered under our group health insurance program, you and your eligible dependents may have the right to continued coverage under Cobra health insurance program for a limited period of time at your or their own expense. This does not affect the conversion privilege as stated in the insurance policy. Consult the Health Insurance Administrator for details.

### **3. Dental Insurance**

MPL provides dental insurance for all full time employees and their dependants,. The premium for the employee's coverage is paid in full by MPL. This form is completed during the first week of employment as the Human Resources Manager explains this benefit. If you initially decline coverage and later decide to enroll, please refer to the associated handbook for Dental Insurance or contact the Health Insurance Administrator.

In the event of your termination of employment with MPL or loss of eligibility to remain covered under our group health insurance program, you and your eligible dependents may have the right to continued coverage under Cobra health insurance program for a limited period of time at your or their own expense. This does not affect the conversion privilege as stated in the insurance policy. Consult the Health Insurance Administrator for details.

### **4. Termination Of Insurance**

Your insurance will terminate when the insurance policy terminates or when you cease to be employed as a regular full-time employee eligible for the insurance.

## **K. 401(k) Salary Deferral Savings & Retirement Plan**

Each full time employee is eligible for MPL's 401(k) Salary Deferral Plan provided that you satisfy the Plan's eligibility requirements. Employees are able to participate on either January 1 or July 1 after meeting these requirements. This plan is designed to be used in combination with your Social Security benefits and personal resources to provide you with supplemental income upon retirement. Complete details of the plan may be found in the 401(k) Plan's Summary Plan Description. A copy may be obtained from the Human Resources Manager.

## **L. Educational Assistance**

MPL recognizes the value of continuing education and is able to offer financial assistance

for employees who seek to improve their skills by enrolling in state-of-the-art educational programs. The criteria for company approval includes, but is not limited to:

1. The course is Conducted by an accredited college, university, trade school or career institute.
2. In the company's sole judgment, relative to the employee's current job or to another position within the company to which the employee may reasonably be promoted or assigned.
3. Employee must remain in the employ of MPL Systems, Inc. for a period not less than one (1) year from the date of reimbursement. If employee leaves prior to the one year period, a pro-rated portion of the reimbursement of the deduction will be deducted from the employee's final payment.
4. The allotted budget available for educational assistance

Since there will be a limit on the amount MPL budgets each calendar year for educational purposes, it is important that interested employees file their requests early in order to obtain approval for participation in any formalized education program. Several factors, including the earliest filing dates, are considered in the approval process. Employees who had to be passed over in one year will be given priority in the following year, provided they re-submit their application. All applications for approval must be accompanied by a course and fee description on institutional paperwork. Reimbursement will be made only after the employee presents a final school transcript indicating a passing grade. If more than one course is taken, the financial reimbursement may be pro-rated if both passing and failing grades are received.

Under the following circumstances, an employee will not be eligible for educational assistance benefits if he or she:

- terminates his or her employment before completing the course;
- withdraws from the course for personal reasons; or
- does not receive a passing grade.

#### **M. Employee Referrals**

MPL's continued business success is a direct result of the reputation the company has attained because of the technical experience and quality workmanship provided by its employees. Maintaining that reputation, is unquestionably in the best interest of both MPL and its employees. Accordingly, the company believes its employees are the best assessors of talent to sustain its high performance standards. Therefore, MPL offers a referral fee for any employee referrals, which result in a hiring of the person referred. The fee offered is \$1,000.00. The following stipulations are associated with the payment of each referral fee:

1. No payment is made if the new hire is terminated due to poor performance within the limits specified in (3);
2. Submittal of the names of personnel who are already in the MPL file do not qualify as referrals and employees must contact the Totowa Office to ascertain if an individual's resume is on file;
2. \$1000 shall be paid after the new hire completes one year of employment.
4. If the referring employee leaves MPL Systems prior to the one year anniversary of the new hire, they are no longer entitled to the referral fee.

MPL believes that these referral fee provisions enable the company, during its growth periods, to continue to provide only high caliber personnel while rewarding current employees for assisting in the search for those personnel.

## **V. Other Policies**

### **A. Severance Plan**

The MPL Severance Plan ("Plan") provides employment termination benefits to eligible employees of the company. The purpose of the Plan is to provide payments to assist eligible employees during the transition period following loss of employment. The company reserves the right to amend the Plan as may be necessary.

- a. Eligibility. An employee will be eligible for benefits under the Plan only if his or her termination results from an involuntary separation without cause, due to elimination of the position;
- b. Ineligibility. Some reasons which will preclude an employee from being eligible for Severance benefits if his or her employment is terminated include the following:
  - i. voluntary quit (a separation initiated by the employee);
  - ii. retirement (other than at the time of a reduction in force) whether early retirement or retirement at normal retirement age;
  - iii. elimination of the employee's position as the result of a sale, transfer or discontinuance of the company's business;
  - iv. death of the employee.
- c. Benefit Amount. The amount of severance benefits will be determined by the employee's:

- i. hourly base rate immediately preceding the date of separation; and
- ii. length of service (as determined by policy)

Severance payments will be made in accordance with the following Pay Schedule:

**WEEKS OF BASE**

<u>LENGTH OF SERVICE</u>	<u>PAY CONTINUATION</u>
Less than 1 year	None
1 - 2 years	1.00
2 - 3 years	1.25
3 - 4 years	1.50
4 - 5 years	1.75
5 + years	2.00

If an employee previously received severance pay from MPL, the amount of severance pay determined by the above schedule will be reduced accordingly. The amount reduced will be based on the number of weeks previously awarded, not on total salary paid.

**B. Off-Duty Non Criminal Misconduct**

An employee's non criminal misconduct occurring outside the workplace may result in disciplinary action up to and including termination depending upon the nature of the conduct and its adverse impact upon the company's business.

**C. Off-Duty Criminal Misconduct**

An employee will be suspended without pay as soon as it is reasonably practicable after he or she has been formally charged with criminal conduct.

**D. Exit Interviews**

In instances where an employee voluntarily leaves our employ or is terminated without cause, MPL would like to discuss the reasons for leaving and any other impressions that you may have about MPL. If you decide to leave, you will be asked to grant us the privilege of an exit interview. During the exit interview matters such as your final paycheck, conversion of company provided health benefits, your 401(k) entitlement, and the return of company property will be discussed and you can express yourself freely. It is hoped that this exit interview will help us part amicably, as well as to provide us with

insights into possible improvements. All information will be kept strictly confidential and will in no way affect any reference information that MPL's management will provide to another employer about you.

#### **E. First Aid**

Federal law ("OSHA") requires that we keep records of all illnesses and accidents which occur during the workday. Workers' Compensation statutes also require that you report any illness or injury on the job, , no matter how slight. If you hurt yourself or become ill, please contact your immediate Client supervisor and MPL Human Resources for assistance. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits. OSHA also provides for your right to know about any health hazards which might be present on the job. Should you have any questions or concerns, contact the Human Resources Manager or your immediate supervisor for more information.

#### **F. Use of Company Vehicles**

Employees who use a company owned vehicle on a regular basis are responsible for the following:

1. Interior of the car to be clean and presentable at all times;
2. Smoking is not permitted in any company vehicles;
3. Washing of the company vehicles should be done as required;
4. Periodic maintenance of the vehicle; namely change the oil, have filters changed, have all fluid levels checked, have all belts and hoses checked as well as maintenance at the time recommended by the dealership or manufacturer.

Employees who borrow a company owned vehicle are required to return it with a full tank of gas and in the same clean, presentable condition as when they picked it up.

#### **G. Housekeeping**

Neatness and good housekeeping are signs of efficiency. You are expected to keep your work area neat and orderly at all times -- it is a required safety precaution. Please put all litter and recyclable materials in the appropriate receptacles and containers. Always be aware of good health and safety standards, including fire and loss prevention. Please report anything that needs repairing or replacing to your immediate supervisor immediately.

#### **H. Open Door Policy & Counseling**

Normally you will be expected to direct any problem or complaint through the regular chain of command. If you are on assignment at a Client site, any problems or complaints that are related to an MPL policy, situation, or incident, shall be directed to MPL Human

Resources who will assign it to the appropriate MPL Manager. However, if the problem or complaint is of a personal nature, or a very delicate matter, you may meet first with any member of management, including the C.F.O. and C.E.O., to discuss it. Either will decide if you should first discuss the problem with your immediate Client supervisor. If the complaint, suggestion, or question is of such a nature that resolution would be hampered by discussing the matter with your immediate Client supervisor, the management person you contact will take the appropriate action necessary to resolve the issue.

#### **I. Outside Activities**

No employee may take an outside job, either for pay or as a donation of his or her personal time, with a client or competitor of MPL; nor may they do work on their own if it competes in any way with the services we provide our clients. If your financial situation requires that you hold a second job, part-time or full-time, or if you intend to engage in a business enterprise of your own, we would like to know about it. Before accepting any outside employment discuss the matter with your immediate supervisor.

#### **J. Parking Lot**

You are encouraged to use the parking areas designated for our employees. Remember to lock your car every day and park within the specified areas. Courtesy and common sense in parking will avoid accidents, personal injuries, and damage to your vehicle and to the vehicles of other employees. If you should damage another car while parking or leaving, immediately report the incident, along with the license numbers of both vehicles and any other pertinent information you may have, to your immediate supervisor. **MPL does not assume any liability for any loss or damages you may sustain in the parking areas which have been provided to you for your convenience or which are utilized at client's locations.**

#### **K. Personal Phone Calls, Mail & Cell Phone Policy**

**Please keep personal phone calls to a minimum -- they must not interfere with your work.** Emergency calls regarding illness or injury to family members, changed family plans, or calls for similar reasons may be made at any time. Incoming urgent calls will be directed to you. Please don't use MPL as a personal mailing address, and do not put personal mail in the stacks that are to be run through the postage meter. Although the amount may seem small, it is still considered theft.

While it may be necessary to utilize cell phone for business purposes when driving an automobile, MPL has adopted the following policy for business cell phone use while driving: All employees must make business cell phone calls by utilizing the "hands free" option while driving. Under no circumstances may an employee utilize a "hand held" cell phone to make a business call while driving. If possible, MPL recommends that the employee pull over and refrain from driving while making the "hands free" business cell phone call.

## **L. Personal Property**

MPL's premises and the premises of its clients contain valuable equipment and merchandise, along with your personal property. It is extremely important, in order to protect your job, the jobs of everyone else here, and the property described above safe, that all employees pay close attention to the security of these items. Please notify your supervisor immediately if you see any suspicious activity on the premises.

## **M. Reinstatement**

See "Former Employees" in the "Employment" section for information on reinstatement.

## **N. Resignation**

While we hope that both you and MPL will mutually benefit from your continued employment, we realize that it may become necessary for you to leave your job with MPL. If you anticipate having to resign your position with MPL, you are expected to notify MPL Human Resources at least two (2) weeks in advance of the date that you must leave. MPL will notify the Client on your behalf.

## **O. Return Of Company Property**

Employees may be issued a cellular phone, personal digital assistant ("PDA"), or any other MPL Property issued to you for business use. This equipment is the property of MPL and must be returned to MPL at the time of your dismissal or resignation, or whenever it is requested by your immediate supervisor or a member of management. The misuse of an employee's cellular phone, PDA or any other equipment could result in dismissal. Furthermore, the employee shall be held responsible for the entire cost of replacement of any lost or damaged equipment. The value of any property issued and not returned may be deducted from your paycheck.

## **P. Safety Rules**

**Safety is everybody's business.** Safety is to be given primary importance in every aspect of planning and performing all MPL activities. We want to protect you against injury and illness, as well as minimize the potential loss of production. Therefore, we ask that you familiarize yourself with safety procedures at any and all locations, in order to insure safe work areas and promote accident prevention.

**Please report all injuries (no matter how slight) to your immediate supervisor immediately, as well as anything that needs repair or is a safety hazard.** Failure to report accidents may result in disciplinary actions and difficulties with insurance and/or benefit claims. Below are some general safety rules. Your immediate supervisor or the client may post other safety procedures in your department or work area:

- \* Avoid overloading electrical outlets with too many appliances or machines.
- \* Use flammable items, such as cleaning fluids, with caution.
- \* Walk --don't run.
- \* Use stairs one at a time.
- \* Report to your immediate supervisor if you or a co-worker becomes ill or is injured.
- \* Ask for assistance when lifting heavy objects or moving heavy furniture.
- \* Keep cabinet doors and file and desk drawers closed when not in use.
- \* Never empty an ash tray into a waste basket or open receptacle.
- \* Sit firmly and squarely in chairs that roll or tilt.
- \* Wear or use appropriate safety equipment as required in your work.
- \* Avoid "horseplay" or practical jokes.
- \* Start work on any machine only after safety procedures and requirements have been explained (and you understand them).
- \* Wear appropriate personal protective equipment in designated areas or when working on an operation which requires their use.
- \* Keep your work area clean and orderly, and the aisles clear.
- \* Stack materials only to safe heights.
- \* Watch out for the safety of fellow employees.
- \* Use the right tool for the job, and use it correctly.

Remember, failure to adhere to these rules will be considered serious infractions of safety rules and will result in disciplinary actions.

## **Q. Security**

Maintaining the security of MPL's building and vehicles is every employee's responsibility. Develop habits that insure security as a matter of course. For example:

- \* Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform the person responsible.
- \* Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them, should the need arise.
- \* When you leave MPL's premises, or the premises of clients, make sure that all entrances are properly locked and secured and all lights and appropriate equipment turned off.

## **R. Smoking**

MPL is a non-smoking company, which means that we ask that you don't smoke within the work areas. If you smoke, smoking must be conducted in restricted areas or off premises.

Smoking at work is a privilege that should not be abused. Please remember to conform to our client's smoking policies when visiting or working at a client's site. Also, smoking is not permitted in any company owned vehicle.

## **S. Solicitations & Distributions**

Solicitation for any cause during working time and in working areas is not permitted. You are not permitted to distribute non-company literature during working time. No notice may be posted on MPL's premises or client's premises without prior authorization of the Human Resources Manager or the client. Persons not employed by MPL are prohibited from soliciting or distributing literature on company property.

## **T. Substance Abuse**

MPL is committed to providing its employees with a safe workplace and an atmosphere which allows them to protect inventory and other assets placed in their care; MPL employees should not be subject to any safety threats from fellow workers. You are expected to be in suitable mental and physical condition while at work, allowing you to perform your job effectively and safely. Whenever use or abuse of any mood altering substance (such as alcohol or other drugs) interferes with a safe workplace, appropriate action must be taken. MPL has no desire to intrude into its employees' personal lives. However, both on-the-job and off-the-job involvement with any mood altering substances can have an impact on our workplace and on MPL's ability to achieve its objectives of safety and security. Therefore, you are expected to report to the workplace with no mood altering substances in your body. While you may make your own lifestyle choices, MPL cannot accept the risk in the workplace which substance use or abuse may create. The possession, sale or use of mood altering substances at the workplace, or coming to work under the influence of such substances shall be a violation of safe work practices and will be subject to disciplinary action, including possible dismissal. If the company has reasonable individualized suspicion to believe that an employee is under the influence of drugs or alcohol, the employee may be required to submit to a drug or alcohol test. Failure to consent to such a test may result in disciplinary action, including possible discharge.

## **U. Theft**

Internal theft is a serious matter. Although taking small items of MPL property may seem inconsequential, the cumulative effect can be very large. It can jeopardize the profitability of the company. Property theft of any type will not be tolerated by MPL. We consider property theft to be the unauthorized use or misappropriation of company or client services or facilities or the taking of any property for personal use.

## **V. Traffic Violations**

If you are authorized to operate a company vehicle in the course of your assigned work, or if you operate your own vehicle in performing your job, you will be considered completely responsible for any accidents, fines or traffic violations incurred.

## **W. Visitors and Vendor Passes**

Our insurance coverage and good common sense prohibits unescorted visitors in our facilities. Visitors are not permitted on MPL's property without prior permission from your immediate supervisor; no visitors are permitted in working areas. All MPL personnel who enters a Client location, must adhere to the Client specific policies with regard to security, passes, visitors, etc.

## **X. Violations Of Policies**

You are expected to abide by the policies in this Handbook. Failure to do so will lead to appropriate disciplinary action. A written record of all policy violations is maintained in each individual's personnel file.

## **Y. Internet Policy**

The following applies to all MPL employees whether they are on a client site or at the MPL office. Additional Client specific policies may also apply and every employee is expected to understand and adhere to those policies.

A. Although the Company recognizes that the Internet can have useful applications to the Company's business, employees may not engage in Internet use at work without prior approval. Use of the Internet must be for a specific business purpose. "Surfing the Net" is not a legitimate business activity.

B. **Employees do not have a personal privacy right to any matter created, received, saved or sent by the Company's computer system.** Employees should not enter personal matter into the computer.

C. **The Company, in its sole discretion, expressly reserves and may exercise the right to monitor, access, retrieve, read, intercept, disclose and/or delete any communication or other matter that is created, received or sent by the Company's computer system.**

D. All files copied, downloaded, stored or created on or from an Internet account stored or created on or from an Internet account, and accessed from a computer provided by the Company, including email, are the property of the Company. Employees do not have any privacy rights in any materials stored on these Internet accounts or on their computer at work, notwithstanding their use of password protection.

E. The Internet is subject to unauthorized intrusions. Small accounts, in particular, are vulnerable to break-ins. Treat all suspected violations seriously. Employees who suspect that their accounts have been tampered with should contact the Human Resources Department immediately.

F. Internet email, even more so than the Company's internal email system, is not a secure medium. When sending email on the Internet, employees should exercise

no less care, judgment and discretion than they would use in writing a letter on Company letterhead.

G. Confidential or proprietary information of the Company should never be transmitted over the Internet unless approved by a supervisor. If an employee is unsure whether particular information is proprietary or confidential, all doubts should be resolved in favor of not sending the information without first obtaining approval from a supervisor.

H. Neither the Company computer equipment nor the Company access to the Internet may be used for personal purposes during working hours or otherwise. It is not acceptable to the Company to access the Internet for commercial purposes, for any purpose that violates the law or for any purpose that is inconsistent with Company policy.

I. Employees must not use the Internet in any way that is inconsistent with the Company's equal employment opportunity or anti-harassment policies. For example, employees are prohibited from downloading or accessing sexually oriented materials from the Internet.

J. The Company will review alleged violations of this policy on a case-by-case basis. Violations of the policy may result in immediate cessation of Internet access privilege and/or discipline up to and including discharge.

K. All employees should use their own personalized accounts to access the Company computer network. If you do not have your own account, or do not have access to resources that you need, notify the Human Resources Department and an account will be created or adjusted. Under no circumstances should two people log in with the same account. Our Human Resources Department assigns individual codes.

L. When an employee installs software on his computer, it is his responsibility to make sure that a license has been purchased that legally permits the installation of the software. If a license has not been purchased, then the copy of the software is considered illegal.

If an organization is using illegal copies of software, the organization may face not only a civil suit for damages and any profits attributable to the pirated software, but corporate officers and individual employees may be charged with criminal liability as well. (Certified Software Manager Student Manual, Software Publisher's Association).

The software used by our employees is provided to us under license agreements that tell us how and where the software may be legally used. It is the policy of this organization to comply with these license agreements. We do not illegally copy software and we do not condone illegal copying on the part of our employees. If an employee needs a copy of a program in order to perform their job, the software will be provided to you. If you illegally duplicate software or otherwise fail to meet the requirements of the software license agreement, you may be subject to disciplinary action. (taken from Certified Software Manager Student Manual, Software Publisher's Association).

M. **The Company may alter the terms of this Internet Policy at its sole discretion.**

## Z. **Email Policy**

Every Company employee is responsible for seeing that the electronic mail (Email) system is used properly and in accordance with this policy. Any questions should be directed to the Human Resources Department.

A. The Email system is part of the Company's business equipment and technology platform and should be used for Company business purposes only. Personal business should not be conducted by means of the Email system.

B. Employees should disclose information or messages from the Email system only to authorized individuals. Employees may not, without the express written permission from an appropriate manager, transmit trade secrets or other confidential, private, or proprietary information or materials through email.

C. **Employees do not have a personal privacy right to any matter created, received, saved, or sent by the Email system.** Employees should not enter personal matter into the Email system.

D. **The Company, in its sole discretion, expressly reserves and may exercise the right to monitor, access, retrieve, read, intercept, disclose and/or delete any communication or other matter that is created, received or sent in the Email system.**

E. No messages or information should be entered into the Email system without a good business reason for doing so. Copies of Email messages also should be sent only for good business reasons.

F. Even if you have a password for the Email system, it is impossible to assure the confidentiality of any message created, received or sent by the Email system.

G. No Email messages should be created or sent which may constitute intimidating, hostile or offensive material on the basis of sex, race, color, religion or national origin. Sexual harassment and other anti-harassment policies apply fully to the Email system, and any violation of these policies is grounds for discipline up to and including discharge.

H. Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Emails are sometimes

misdirected or forwarded and may be viewed by persons other than intended recipient. Users should write Email communications with no less care, judgment and responsibility than they would use for letter or memoranda written on Company letterhead.

I. Because Email records may be subject to discovery in litigation, employees are expected to avoid making statements in Email that would not reflect favorably on the employee or the Company if disclosed in litigation or otherwise.

J. Any employee who becomes aware of misuse of the Email system should promptly contact the Human Resources Department.

K. Use of computers, Email or the Internet must not disrupt the operation of the Company network or the networks of other users. It must not interfere with any employee's productivity.

L. To prevent computer viruses from being transmitted through the system, there will be no unauthorized downloading of any software. The particular employee must keep all computer pass codes confidential. No pass code may be used that is unknown to the Company.

**M. The Company may alter the terms of this Email Policy at its sole discretion.**

#### **A1. Improper Use of Recording Devices**

No employee shall be permitted to record a spoken communication which takes place with another employee or agent of the company without the other party's written permission, which must be obtained in advance. Failure to observe this rule by recording a conversation without obtaining the prior written permission of the other employee or company agent shall result in the immediate termination of the employee for just cause.

#### **B1. Voice Mail**

The voice mail system is for conducting business only. The use of voice mail for personal purposes is prohibited. Employees have no expectation of a right of privacy as to any voice mail. MPL, in its sole discretion, expressly reserves and may exercise the right to monitor, access, retrieve, read, intercept, disclose and/or delete any communication or other matter that is created or received in the voice mail system.

#### **C1. Camera Phones Prohibited**

MPL prohibits the use or possession in the workplace of any type of camera phone, cell phone camera, digital camera, video camera, or other form of image-recording device. Employees with such devices should leave them at home or such other place outside the workplace, which shall include any off-premises worksite or customer location. Any violation of this policy shall subject an employee to discipline, including but not limited to, termination of employment.

## **D1. Lactation Policy**

Recognizing that for any women and their baby's breastfeeding is important, MPL will provide a comfortable, private area on the premises for employees to breastfeed their baby. An employee may use her rest period for the purposes of breastfeeding her child. The employee who utilizes this lactation policy must return to work at MPL in a full time position. The full time employee may use twenty (20) minutes during every four (4) hours of work, for lactation purposes, during the first year after the child's birth.

## **E1. Business Ethics Policy**

MPL adheres to the following business ethics policy. The following conduct is prohibited:

- serving as an employee, officer, director or consultant with or on behalf of a competitor, customer, client, or supplier of materials or services.
- holding or acquiring any financial interest in the business of any competitor, customer, client, or supplier (the prohibition generally excludes a financial interest in publicly traded corporations that are quoted and sold on the open market).
- borrowing money from or lending money to any employee, executive, officer, director, competitor, customer, or supplier.
- accepting gifts, entertainment, or anything of value from (or giving them to) any competitor, customer, or supplier.
- distributing account, customer information to anyone, in any form, except the named account holder or customer (without some verified written permission stating otherwise).
- accepting discounts on personal purchases of suppliers' or customers' products and/or services, unless such discounts are offered to other members of the general public.
- accepting or offering bribes, kickbacks, payoffs, or other improper incentives or payments to obtain, influence, and/or maintain any transaction or relationship.
- falsifying, altering, or untimely destroying any account, record, and/or other business related document.
- creating or maintaining any secret or unrecorded funds, assets, or accounts.
- discussing or agreeing with competitors regarding bids, fixing or setting prices or terms of sale, allocating or apportioning markets, or boycotting suppliers.
- requiring customers to purchase a product or services they don't want so they can get a product or service they desire.

## **F1. Grievances & Suggestions**

An efficient, successful operation and satisfied employees go hand in hand. While we cannot guarantee that you will always be "satisfied" with MPL, it is our intention to provide you with a constructive medium of communication so that you can effectively voice your ideas, feelings and complaints. Employee grievances/suggestions are of concern to MPL regardless of whether the problems or ideas concern large or small matters.

In order to provide for prompt and efficient evaluation of and response to grievances/suggestions, MPL has established a formal Grievance/Suggestion Procedure for all employees. It will always be MPL policy to give full consideration to every employee's concerns when they are expressed pursuant to this procedure. There will be no discrimination nor will there ever be retaliation against or toward anyone for his or her part in presenting grievances/suggestions in accordance with the procedure outlined in this Handbook.

Under this policy, a "grievance" is defined as any event, condition, rule, or practice which the employee believes violates his or her civil rights, treats him or her unfairly, or causes him or her any degree of unpleasantness or unhappiness on the job. This covers a wide range of circumstances, everything from the workplace, the environment, and other working conditions to policies or practices which interfere with or hinder his or her performance. A "grievance" may also deal with an attitude, a statement, or an opinion held by a immediate supervisor or a fellow employee.

Talking things over will, in most cases, go a long way toward solving the problem, especially if the problem is presented at an early stage before it gets to be a big issue. The sole purpose of this Grievance/Suggestion Procedure is to give each employee and MPL a chance to clear up any problem, complaint, friction, or grievance and to evaluate employee suggestions. In order for this policy to work, each employee and each member of management must want it to work, and all parties must be willing to do whatever it takes to make it work.

When you have a grievance or other problem, the MPL employee to whom you normally report is the person to see first (usually your "immediate MPL supervisor"). If your discussion with your immediate supervisor does not result in the matter being settled to your satisfaction, you will then be entitled to proceed through the MPL Grievance/Suggestion Procedure.

### **The MPL Grievance/Suggestion Procedure is as follows:**

#### **a. Step 1...See your Immediate MPL Supervisor First.**

As we have indicated, if there is anything bothering you, or if you have a suggestion, thought or idea as to how we can improve our performance or your work environment, we would like to hear about it. For example, if you feel that any working condition, policy, practice, or action by MPL or by any member of management is unjust, you should tell the MPL employee who serves as your immediate supervisor and discuss the matter

confidentially and in private with him or her. We would ask that you not allow the matter to become "stale" by allowing too much time to pass before you raise an issue on the first level. **In most cases, we believe that you should be obliged to voice the matter to your immediate supervisor within thirty (30) days of the event that has given rise to your complaint except where extenuating circumstances prevent you from presenting your concerns within that time frame.** If you decide to proceed with this first step, contact your immediate supervisor. (If your problem concerns an issue of sexual harassment, you may present your problem to the person(s) designated in our sexual harassment policy as being the appropriate party to hear your complaint). Establish with your immediate supervisor an appropriate time and place to discuss your problem or concern. If for some reason your immediate supervisor fails to offer you the opportunity to discuss the matter, or if the discussion does not lead to a satisfactory conclusion, then proceed to the next step. If you do not have an MPL Supervisor at your Client location, please contact MPL Human Resources for direction.

**b. Step 2...Put It In Writing.**

It makes a difference when you put your grievance/suggestion in writing. Understanding the situation and what you think the ideal condition should be, as well as some ideas for achieving your desired condition, will help your immediate MPL supervisor go to work for you or to re-think his or her initial decision on the Step 1 level. When you put your grievance/suggestion in writing, please explain the present situation, the facts that have led to the present situation, and your proposed solution/suggestion. **You are required to submit your grievance/suggestion in writing to the MPL employee who serves as your immediate supervisor within fifteen (15) days of your informal discussion of the problem on the Step 1 level or else you will have been deemed to have waived your right of appeal. For good cause additional time may be granted.** Sometimes, your immediate MPL supervisor will direct you to proceed to Step 3 if he or she does not believe that they can change the result of the Step 1 conference. In all other cases, your immediate MPL supervisor will provide you with a written response within 10 (ten) days of receipt of your written grievance unless circumstances dictate that additional time will be required to provide you with a response, in which case you will be notified in writing that additional time will be needed to provide you with the Step 2 response. If you do not receive a written response within ten (10) days (or the extended period if additional time has been requested), you may automatically proceed to the next step.

**c. Step 3...Present It to Senior Management**

If after receipt of the written decision of your immediate supervisor you find the situation remains unsettled, you are invited to refer your grievance to senior MPL Management within five (5) days of receipt of the written decision of your immediate MPL supervisor. If the person designated to hear your complaint feels that it is necessary, you may be asked to elaborate on your complaint or your proposed solution by expanding on what you have placed in writing. For example, you may be asked to further describe the situation or problem, to name any witnesses who may have relevant knowledge, if applicable, and to mention any facts (times, dates, and places) which you believe would be relevant to the proper determination of the issue. You will also be afforded an opportunity to provide a summary of your prior communications with your immediate supervisor on the subject. If

you are in doubt as to who will be the person to hear your grievance on the Step 3 level, direct your inquiry to MPL Senior Management. An appropriate member of Senior Management will schedule a discussion with you after he or she has had an opportunity to review the written materials that you have submitted. The Senior Manager will review the grievance/suggestion and then will meet with you for a scheduled conference. This may, at his or her discretion, be with or without the presence of your immediate supervisor. At this conference, you should feel free to openly discuss your complaint and to substantiate your reasons for feeling the way you do; the Senior Management member will consider your input (as well as all other relevant factors) and will render a decision in writing. In is our hope that, in most cases, the matter will normally be resolved at or before this state. The Senior Manager's decision, which will be made in writing, will be binding on all unless the decision is grievable and you have provided your written agreement to be bound by Binding Arbitration as your Alternative Dispute Resolution forum. Beginning with calendar year 2002, all new employees will agree to be bound by Binding Arbitration as a condition of their employment.

**d. The Final Step...Binding Arbitration.**

**Provided that you have agreed to be bound by this procedure in advance and in writing**, the Company is willing to submit certain issues and/or disputes that you wish to have an impartial third party hear and to decide in the event that you are not satisfied after the Senior Manager has rendered his or her decision. **You must assert your claim in writing, addressed to the Chief Executive Officer, by certified mail, return receipt requested ("the giving of notice") within 60 days of your receipt of the Third Step decision, and you must submit the matter to arbitration not later than 120 days following the giving notice of the claim, unless you have submitted a written request for additional time to either give notice and/or to submit to arbitration. All timely requests for good cause will be granted. Failure to comply with these time requirements will result in the irrevocable waiver of your claim.**

**Any submission to binding arbitration will be subject to the following rules that will be binding on both parties:**

i. only issues of wrongful termination, discrimination claims (whether under federal discrimination statutes or the New Jersey Law Against Discrimination), or any other matter that is sufficiently "major" so as to have a significant economic consequence (i.e., the amount in controversy must exceed \$10,000) to the Grievant will be arbitral; for example, oral or written reprimands will **not** be arbitral in the absence of some other complaint which is arbitral;

ii. the parties will equally share all costs of arbitration with each being responsible for their own attorneys' fees and with the following additional stipulations:

A. any party that takes a frivolous position or who otherwise abuses the arbitration process, as determined by the arbitrator, will be liable for all costs of the arbitration, including the other party's reasonable attorneys' fees; if the employee prevails in the arbitration, he or she will be relieved of paying half of the costs of the arbitration (with the

exception of his or her attorneys' fees) **which may not be awarded by the arbitrator;**

B. an employee, or former employee, may arbitrate his or her case without an attorney provided he or she responsibly conducts the presentation of the case in accordance with the rules of the **American Arbitration Association;**

iii. The arbitration will be decided and conducted by one arbitrator, selected under the then applicable rules of the American Arbitration Association, and shall be held in Totowa, New Jersey, or some other mutually agreeable site within the State of New Jersey;

iv. The process offered by this Alternative Dispute Resolution procedure **shall be in lieu of any other forum to resolve disputes. The Employee understands and acknowledges that other options such as federal and state administrative remedies and judicial remedies exist and that the Employee knows that by signing this Agreement, those remedies are forever precluded, and regardless of the nature of the Employee's complaint, he or she knows that the complaint will be resolved by arbitration. The process offered by this Arbitration procedure shall be in lieu of any other forum to resolve disputes (such as but not limited to the federal or state administrative or law courts);** and

**v. MATERIAL FAILURE TO COMPLY WITH THE ARBITRATION PROCEDURE WILL RESULT IN THE CLAIM BEING FOREVER BARRED, WAIVED AND RELEASED.**

## **Receipt & Acknowledgment of MPL Systems, Inc. Employee Handbook**

This Employee Handbook is an important document intended to help you become acquainted with MPL. This Handbook will serve as a guide; it may not be the final word in cases where individual circumstances may call for individual attention.

Because the general business atmosphere of MPL and economic conditions are always changing, **the contents of this Handbook may be changed at any time at the discretion of MPL.** No changes in any benefit, policy or rule will be made without due consideration of the mutual advantages, disadvantages, benefits and responsibilities such changes will have on you, as an employee, and on MPL.

Please read the following statements and sign below to indicate your receipt and acknowledgment of the MPL Employee Handbook as well as to manifest your acceptance of the essential points which are enumerated on this acknowledgment:

- \* I have received or read on MPL's website a copy of the MPL Systems, Inc. Employee Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of MPL at any time. I further understand that this manual replaces and supersedes all other previous manuals.
- \* I acknowledge and I understand that my employment is terminable "at will", either by myself or MPL Systems, Inc., regardless of the length of my employment or the granting of benefits of any kind, including but not limited to profit sharing or other pension benefits which provide for vesting based upon length of employment.
- \* I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of my employment will alter my "at will" employment relationship unless expressed in writing, with the understanding specifically set forth and signed by myself and the Chief Executive Officer of MPL Systems, Inc.
- \* I am aware that during the course of my employment confidential information will be made available to me, i.e., client lists, pricing policies and other related information. I understand that this information is critical to the success of MPL and must not be disseminated or used outside of MPL's premises. In the event of termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information with any other individual or company.
- \* I understand that, should the content, the benefits or the policies expressed in this Handbook be changed in any way, MPL may require an additional signature from me to indicate that I am aware of and understand any new policies.

**\* I understand that my signature below indicates that I have read and I understand the above statements, that I accept these principles as essential elements of my "at will" employment contract and that I have received and read a copy of the MPL Systems, Inc. Employee Handbook.**

Employee's Printed Name

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Immediate Supervisor's Printed Name

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
The signed original copy of this agreement should be returned to the Totowa Office within 10 days of receipt -- it will be filed in your personnel file.

**AGREEMENT TO ARBITRATE**

**PLEASE NOTE THAT THIS IS A CONTRACT WHICH WILL  
AFFECT  
YOUR RIGHT TO BRING SUIT IN A COURT OF LAW IN THE  
EVENT  
THAT YOU HAVE A DISPUTE WITH MPL SYSTEMS, INC.**

**AGREEMENT**, by and between **MPL Systems, Inc.**, 409 Minnisink Road, Totowa, New Jersey 07512, hereinafter referred to as the "**Employer**," and \_\_\_\_\_, hereinafter referred to as the "**Employee**".

**WHEREAS**, it is the desire of the Employer and the Employee to provide a constructive legal forum where certain serious disputes between the parties regarding the employment relationship may be resolved without the high costs and delays that are normally associated with the federal and state law courts,

**NOW, THEREFORE**, in consideration of the premises and in consideration of the employment relationship, the parties agree as follows:

1. For all "new hires" (i.e., those persons hired on or after January 1, 2002) agreeing to the terms of this separate agreement shall be a condition of employment. All other employees who are already employed will be requested to agree to the terms of this Agreement.

2. The parties hereby agree to be bound by the terms and conditions of the MPL Grievance/Suggestion Procedure (a copy of which is attached hereto and made a part hereof) which includes a right to seek binding arbitration to adjudicate certain listed employment claims as the sole and exclusive remedy of the parties.

3. While it is the intention of the Employer that the employment relationship between Employer and Employee continue to be "at will," as already expressed orally and in writing in the Employee handbook (unless otherwise provided in a separate written employment contract), it is the express intention of this Agreement that the agreement to arbitrate employment claims be a binding condition of employment if accepted.

4. **EMPLOYEE UNDERSTANDS THAT HE OR SHE HAS BEEN ADVISED TO CONSULT WITH LEGAL COUNSEL PRIOR TO SIGNING THIS AGREEMENT.**

5. Miscellaneous.

A. If any provision of this Agreement is held invalid, illegal or Unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

B. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the laws of the State of New Jersey. The Parties submit to the exclusive jurisdiction and venue of the state and federal courts located in the State of New Jersey, nearest to the County of Passaic. The prevailing Party in any legal action taken shall be entitled to recover from the losing Party in any such action reasonable attorney's fees, costs, and disbursements incurred in such action.

C. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall be constitute a single document.

D. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto, parent and subsidiary business organizations, and their representatives, successors and permitted heirs and assigns.

E. The failure of any Party to insist on strict performance of any of the covenants or conditions of this Agreement, or to exercise any option conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of such covenants, conditions, rights, or options, but the same shall remain in full force and effect.

F. Each Party will use his, her or its best efforts (as the case may be) to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable to consummate the terms contemplated by this Agreement. Each Party hereto agrees to execute and deliver such other documents, certificates, agreements and other writings, and to take such other actions, as may be necessary or desirable in order to consummate or implement expeditiously the terms contemplated by this Agreement.

G. Terms in the singular shall be deemed also to mean and refer to the plural and vice versa, and the use of any gender shall be deemed to include all genders, all as the context may require.

H. The Article and Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

**IN WITNESS WHEREOF**, the parties have signed below to signify their acceptance to the terms of this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**MPL SYSTEMS, INC.**

By: \_\_\_\_\_

Kelly Lavorgna  
Chief Executive Officer

After consultation with legal counsel of my choosing, I hereby agree to the above terms:

Dated: \_\_\_\_\_

\_\_\_\_\_

Employee

## **EXHIBIT TO AGREEMENT TO ARBITRATE**

**(As Extracted from MPL Systems, Inc. Employee Handbook)**

### **The MPL Grievance/Suggestion Procedure is as follows:**

**a. Step 1...See your Immediate Supervisor First.**

As we have indicated, if there is anything bothering you, or if you have a suggestion, thought or idea as to how we can improve our performance or your work environment, we would like to hear about it. For example, if you feel that any working condition, policy, practice, or action by MPL or by any member of management is unjust, you should tell the MPL employee who serves as your immediate supervisor and discuss the matter confidentially and in private with him or her. We would ask that you not allow the matter to become "stale" by allowing too much time to pass before you raise an issue on the first level. **In most cases, we believe that you should be obliged to voice the matter to your immediate supervisor within thirty (30) days of the event that has given rise to your complaint except where extenuating circumstances prevent you from presenting your concerns within that time frame.** If you decide to proceed with this first step, contact your immediate supervisor. (If your problem concerns an issue of sexual harassment, you may present your problem to the person(s) designated in our sexual harassment policy as being the appropriate party to hear your complaint). Establish with your immediate supervisor an appropriate time and place to discuss your problem or concern. If for some reason your immediate supervisor fails to offer you the opportunity to discuss the matter, or if the discussion does not lead to a satisfactory conclusion, then proceed to the next step.

**b. Step 2...Put It In Writing.**

It makes a difference when you put your grievance/suggestion in writing. Understanding the situation and what you think the ideal condition should be, as well as some ideas for achieving your desired condition, will help your immediate supervisor go to work for you or to re-think his or her initial decision on the Step 1 level. When you put your grievance/suggestion in writing, please explain the present situation, the facts that have led to the present situation, and your proposed solution/suggestion. **You are required to submit your grievance/suggestion in writing to the MPL employee who serves as your immediate supervisor within thirty (30) days of your informal discussion of the problem on the Step 1 level or else you will have been deemed to have waived your right of appeal. For good cause additional time may be granted.** Sometimes, your immediate supervisor will direct you to proceed to Step 3 if he or she does not believe that they can change the result of the Step 1 conference. In all other cases, your immediate supervisor will provide you with a written response within 10 (ten) days of receipt of your written grievance unless circumstances dictate that additional time will be required to provide you with a response, in which case you will be notified in writing that additional time will be needed to provide you with the Step 2 response. If you do not receive a written

response within ten (10) days (or the extended period if additional time has been requested), you may automatically proceed to the next step.

**c. Step 3...Present It to Senior Management**

If, after receipt of the written decision of your immediate supervisor the situation remains unsettled, you are invited to refer your grievance to senior management within five (5) days of receipt of the written decision of your immediate supervisor. If the person designated to hear your complaint feels that it is necessary, you may be asked to elaborate on your complaint or proposed solution by expanding on what you have placed in writing. For example, you may be asked to further describe the situation or problem, to name any witnesses who may have relevant knowledge, if applicable, and to mention any facts (times, dates and places) which you believe would be relevant to the proper determination of the issue. You will also be afforded an opportunity to provide a summary of your prior communications with your immediate supervisor on the subject. If you are in doubt as to who will be the person to hear your grievance on the Step 3 level, direct your inquiry to Senior Management. An appropriate member of Senior Management will schedule a discussion with you after he or she has had an opportunity to review the written materials that you have submitted. The Senior Manager will review the grievance/suggestion and then will meet with you for a scheduled conference. This may, at his or her discretion, be with or without the presence of your immediate supervisor. At this conference, you should feel free to openly discuss your complaint and substantiate your reasons for feeling the way you do; the Senior Management member will consider your input (as well as all other relevant factors) and will render a decision in writing. In is our hope that, in most cases, the matter will normally be resolved at or before this state. The Senior Manager's decision, which will be made in writing, will be binding on all unless the decision is grievable and you have provided your written agreement to be bound by Binding Arbitration as your Alternative Dispute Resolution forum. Beginning with calendar year 2002, all new employees will agree to be bound by Binding Arbitration as a condition of their employment.

**d. The Final Step...Binding Arbitration.**

**Provided that you have agreed to be bound by this procedure in advance and in writing**, the Company is willing to submit certain issues and/or disputes that you wish to have an impartial third party hear and to decide in the event that you are not satisfied after the Senior Manager has rendered his or her decision. **You must assert your claim in writing, addressed to the Chief Executive Officer, by certified mail, return receipt requested ("the giving of notice") within 60 days of your receipt of the Third Step decision, and you must submit the matter to arbitration not later than 120 days following the giving notice of the claim, unless you have submitted a written request for additional time to either give notice and/or to submit to arbitration. All timely requests for good cause will be granted. Failure to comply with these time requirements will result in the irrevocable waiver of your claim.**

**Any submission to binding arbitration will be subject to the following rules that will be binding on both parties:**

i. only issues of wrongful termination, discrimination claims (whether under federal discrimination statutes or the New Jersey Law Against Discrimination), or any other matter that is sufficiently "major" so as to have a significant economic consequence (i.e., the amount in controversy must exceed \$10,000) to the Grievant will be arbitral; for example, oral or written reprimands will **not** be arbitral in the absence of some other complaint which is arbitral;

ii. the parties will equally share all costs of arbitration with each being responsible for their own attorneys' fees and with the following additional stipulations:

A. any party that takes a frivolous position or who otherwise abuses the arbitration process, as determined by the arbitrator, will be liable for **all costs** of the arbitration, including the other party's reasonable attorneys' fees; if the employee prevails in the arbitration, he or she will be relieved of paying half of the costs of the arbitration (with the exception of his or her attorneys' fees) **which may not be awarded by the arbitrator;**

B. an employee, or former employee, may arbitrate his or her case without an attorney provided he or she responsibly conducts the presentation of the case in accordance with the rules of the **American Arbitration Association;**

iii. the arbitration will be decided and conducted by one arbitrator, selected under the then applicable rules of the American Arbitration Association, and shall be held in Totowa, New Jersey, or some other mutually agreeable site within the State of New Jersey;

iv. the process offered by this Alternative Dispute Resolution procedure **shall be in lieu of any other forum to resolve disputes. The Employee understands and acknowledges that other options such as federal and state administrative remedies and judicial remedies exist and that the Employee knows that by signing this Agreement, those remedies are forever precluded, and regardless of the nature of the Employee's complaint, he or she knows that the complaint will be resolved by arbitration. The process offered by this Arbitration procedure shall be in lieu of any other forum to resolve disputes (such as but not limited to the federal or state administrative or law courts); and**

v. **MATERIAL FAILURE TO COMPLY WITH THE ARBITRATION PROCEDURE WILL RESULT IN THE CLAIM BEING FOREVER BARRED, WAIVED AND RELEASED.**