

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported):

March 20, 2012

MUELLER INDUSTRIES, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other
jurisdiction of
incorporation)

1-6770
(Commission File
Number)

25-0790410
(IRS Employer
Identification No.)

8285 Tournament Drive, Suite 150
Memphis, Tennessee
(Address of principal executive offices)

38125
(Zip Code)

Registrant's telephone number, including area code:

(901) 753-3200

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act
(17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act
(17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
(17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act
(17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(b) On March 20, 2012, Mueller Industries, Inc. (the "Company") and James H. Rourke, President, Industrial Business of the Company, agreed that Mr. Rourke's employment status will change from full-time to part-time effective April 6, 2012. Mr. Rourke will no longer be an executive officer at that time.

(e) In connection with Mr. Rourke's change from full-time to part-time employment with the Company, on March 23, 2012, the Company and Mr. Rourke entered into a Employment Agreement (the "Employment Agreement") whereby, among other things, the Company will pay Mr. Rourke \$2,000 per month through July 31, 2016 to work (i) 10 days per month from April 7, 2012 until June 30, 2012, (ii) between four and six days per month from July 1, 2012 to September 30, 2012 and (iii) as requested by the Company after September 30, 2012 until the expiration of the Employment Agreement. The description of the Employment Agreement set forth herein is qualified in its entirety by the Employment Agreement, a copy of which is filed as Exhibit 10.1 to this Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) **Exhibits:**

10.1 Employment Agreement by and between the Company and James H. Rourke, dated March 23, 2012.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned hereunto duly authorized.

MUELLER INDUSTRIES, INC.

By: /s/ Gary C. Wilkerson

Name: Gary C. Wilkerson

Title: Vice President, General Counsel and
Secretary

Date: March 23, 2012

Exhibit Index

Exhibit No.

Description

10.1

Employment Agreement by and between the Company and James H. Rourke, dated March 23, 2012.

March 23, 2012

BY HAND

Mr. James H. Rourke

Re: Terms of Employment

Dear Jim:

The purpose of this letter agreement (this "**Agreement**") is to set forth the terms of your continued part-time employment with Mueller Industries, Inc., a Delaware corporation (the "**Company**").

1. Effective Date. Effective April 7, 2012, your employment with the Company will convert from a full-time to a part-time basis, and your part-time employment with the Company will continue through July 31, 2016 (the "**Term**"). During the Term, you will perform such services as may be reasonably requested from time to time by the Company.

2. Conduct During Employment. During the period from April 7, 2012 through June 30, 2012, you will be required to work ten days per calendar month and the Company will continue to provide you with use of your current office, laptop, cellular telephone and existing e-mail account. During the period from July 1, 2012 through September 30, 2012, you will be required to work between four and six days per month. Thereafter, you may be requested to work from time to time by the Company. During the Term, you agree to observe and comply with all of the rules, regulations, policies and procedures established by the Company from time to time and all applicable laws, rules and regulations imposed by any governmental regulatory authority from time to time.

3. Base Salary. Your base salary will be \$2,000 per month and will be payable in accordance with the Company's regular payroll practices.

4. Annual Bonus. You will be eligible to receive a pro-rated discretionary annual incentive bonus based on your gross full-time earnings during the 2012 calendar year. Such amount will be paid at the same time annual bonuses are generally paid to other employees of the Company. Following the 2012 calendar year, you will not be eligible to receive an annual incentive bonus.

5. Benefits. You acknowledge and agree that you will not be eligible to participate in health, insurance, retirement and other benefits provided to other employees of the Company, to the extent permissible under applicable law and the terms of the applicable plans, policies and arrangements.

6. Reimbursement of Expenses. You will be entitled to reimbursement for reasonable business expenses incurred in the performance of your duties in accordance with the Company's normal reimbursement practices.

7. Equity Vesting. During the Term, options and shares of restricted stock previously granted to you pursuant to the Company's 2002 Stock Option Plan and 2009 Stock Incentive Plan that are unvested as of the date of this Agreement will continue to vest in accordance with the terms of the applicable option agreements and restricted stock agreements.

8. At-Will Employment. Your employment is and will continue to be "at will," meaning that either the Company or you may terminate your employment at any time, with or without notice and with or without cause, for any reason or for no reason. Upon any termination of your employment for any reason, no further payments by the Company to you will be due other than accrued but unpaid base salary through the applicable date of your termination and any other accrued benefits to which you may be entitled pursuant to the terms of benefits plans in which you participate at the time of such termination.

9. Taxes. The Company may withhold from any payments made under this Agreement all applicable taxes, including but not limited to income, employment, and social insurance taxes, as may be required by law.

10. Governing Law. This Agreement is governed by the laws of the State of Tennessee without giving effect to principles of conflicts of laws.

11. Entire Agreement. This Agreement forms the complete and exclusive statement of your employment with the Company and the compensation payable to you. It supersedes any other representations or promises made to you by anyone, whether oral or written, and it can only be modified in a written agreement signed by an authorized officer of the Company.

If you agree with the terms and conditions of your continued employment as set forth herein, please sign the enclosed copy of this letter in the space indicated and return it to the Company. Your signature will acknowledge that you have read, understand and agree to the terms and conditions of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual or facsimile signature.

Sincerely,

Mueller Industries, Inc.

/s/ Gregory L. Christopher
By: Gregory L. Christopher
Title: Chief Executive Officer

Acknowledged and Agreed as of this 23rd day of March 2012:

Signature: /s/ James H. Rourke
James H. Rourke