Welcome to Mediacom!

Rocco B. Comisso

Founder, Chairman & Chief Executive Officer
HISTORY

“The quality of a person's life is in direct proportion to their commitment to excellence, regardless of their chosen field.”

-Vincent Lombardi

Your individual commitment is the key to our success. Our commitment begins with the communities we serve, continues with the people we employ, and inspires our growth as a Company within the ever-evolving cable television industry. Mediacom began as the vision of one man, our founder, Chairman and Chief Executive Officer Rocco B. Commisso. It was his entrepreneurial dream that created this Company and his skill as a financier that developed Mediacom into the dynamic Company that you have joined.

Before the creation of Mediacom, Mr. Commisso served as the Executive Vice President and Chief Financial Officer of Cablevision Industries, which was, at the time of its sale to Time Warner, the eighth largest multiple system operator (MSO) in the industry. Mr. Commisso’s experience in the cable industry, coupled with his many years in banking, became the building blocks for a solid business plan. Add to that the vision and dedication to promote and expand service offerings to the millions of customers in non-metropolitan communities, and you have a formula for success.

Our history has certain defining moments. At the time of its first acquisition in March 1996, Mediacom consisted of a four member management team with significant successful business experience in acquiring, financing and operating cable television systems. From March 1996 through January 1998, Mediacom completed six acquisitions of cable television companies that served approximately 64,000 basic subscribers in California, Arizona, Delaware and Maryland. In January 1998, the acquisition of US Cablevision and the Clearlake system expanded our reach into the central and southern parts of the United States. Our subscriber base topped 350,000 in 14 states and we became the nation’s 20th largest MSO. Mediacom ended the last year of the 20th century on a high note by acquiring Triax Midwest Associates LP and Zylstra Communications Corporation. These additions expanded our reach to 22 states and nearly 719,000 customers. We became the ninth largest company in our industry. By December 2000, we had increased our subscriber base by approximately 60,000 additional subscribers through internal growth and 9 more acquisitions.

On February 4, 2000, all of the hard work which began four years earlier in Mr. Commisso’s basement was validated. Mediacom LLC became Mediacom Communications Corporation, a publicly traded company listed on the NASDAQ exchange. At the time of the initial public offering (IPO) Mediacom had an enterprise value of approximately $2.5 billion. Our employees shared in this growth opportunity. We have always believed that the people we work with are the foundation of our success.
Keeping with his vision of growth and dedication to promote and expand service offerings to the millions of customers in non-metropolitan communities, Mr. Commissio once again broadened Mediacom’s horizons. On July 18, 2001 Mediacom more than doubled its size by acquiring 800,000 subscribers from AT&T Broadband, LLC. This acquisition has made Mediacom the eighth largest cable television company in the United States, now in 23 states. Mr. Commissio states that,

“This is truly a defining moment for Mediacom, our employees, our investors and our customers.”

Like any technology-driven company, our focus is on the future. We offer our customers, many of whom are in small towns and cities, the new services and technologies, such as digital television, high speed internet access, and excellent quality and reliable phone service offered in major markets. Our customers both residential and business clients are looking for one company to offer a wide range of services. Mediacom will fill this need. Mediacom’s history may not span decades, but it does echo significant success, commitment and growth. We believe this reflects the dedication of every employee. Mr. Commissio has often said, “My vision is to bring the best entertainment value, the latest technologies and the highest level of service to our customers for their hard-earned dollars.”

That is where we’ve been. You are a part of where we’re going. Good luck and welcome aboard!
TABLE OF CONTENTS

MEDIACOM PRINCIPLES ............................................................................................................................. 8

EQUAL EMPLOYMENT OPPORTUNITY ................................................................................................. 8
HARASSMENT POLICY .......................................................................................................................... 8
SEXUAL HARASSMENT POLICY .......................................................................................................... 9
CODE OF ETHICS & BUSINESS CONDUCT .......................................................................................10
WHISTLEBLOWER POLICY ..................................................................................................................11

YOU AND YOUR JOB .............................................................................................................................12

YOUR SUPERVISOR ...............................................................................................................................12
LABOR RELATIONS PHILOSOPHY ........................................................................................................12
CUSTOMER SERVICE ...............................................................................................................................13
OPEN-DOOR POLICY .............................................................................................................................13
DRUG AND ALCOHOL POLICY ...........................................................................................................13
RELATIVES IN THE WORKPLACE ........................................................................................................14
NON-DISCLOSURE / CONFIDENTIALITY OF INFORMATION ...............................................................14
YOUR CONDUCT .......................................................................................................................................15
TERMINATION OF EMPLOYMENT .........................................................................................................16

ORIENTATION PERIOD (New Employee) ..............................................................................................17
PROBATION (Unsatisfactory Performance) ............................................................................................17
SOLICITATION, DISTRIBUTION AND POSTING ...............................................................................18
ATTENDANCE & PUNCTUALITY ...........................................................................................................18
EMPLOYEE CLASSIFICATIONS ................................................................................................................20

WORKING HOURS & LUNCH PERIODS ...............................................................................................21
OVERTIME ................................................................................................................................................21
PAYROLL INFORMATION .......................................................................................................................21
SHIFT DIFFERENTIAL POLICY .............................................................................................................23
TIME & ATTENDENCE ............................................................................................................................23
PERSONNEL FILE ...................................................................................................................................23

PERFORMANCE EVALUATION ..............................................................................................................24

PROMOTION & JOB TRANSFER ..............................................................................................................24
PERSONAL APPEARANCE/DRESS ...........................................................................................................25
CORPORATE & DIVISION OFFICE ADDRESSES:

Corporate Office
1 Mediacom Way
Mediacom Park, NY 10918
845-443-2600

North Central Division Office
3737 Westown Parkway
Suite A
West Des Moines, IA 50266
515-246-2228

Indiana Illinois Regional Office
3900 26th Avenue
Moline, IL 61265
888-847-6228

Missouri Kentucky Regional Office
1533 South Enterprise Avenue
Springfield, MO 65804
417-875-5560

Western Regional Office
1504 2nd Street SE
Waseca, MN 56093
507-835-2356

Central Iowa Regional Office
6300 Council Street NE
Cedar Rapids, IA 52402
319-395-9699

Western Iowa Regional Office
2205 Ingersoll Avenue
Des Moines, IA 50312
515-246-1890

South Central Division Office
1613 Nantahala Beach Road
Gulf Breeze, FL 32563
866-746-7642

Florida Regional Office
1613 Nantahala Beach Road
Gulf Breeze, FL 32563
866-746-7642

Georgia Regional Office
275 Norman Drive
Valdosta, GA 31601
229-244-3852

OnMedia Ad Sales Division
4400 College Boulevard
Suite 195
Overland Park, KS 66211
913-491-4030
The Mediacom Employee Handbook provides you with general information concerning employee benefits and Company policies.

By signing the attached “Acknowledgment of Receipt Understanding and Compliance”, you are indicating that it is your responsibility to read and understand the provisions of the Employee Handbook and abide by the guidelines set forth.

Employees are the key to our success. Mediacom provides an environment that is characterized by challenge, growth and mutual respect. We value our employees and the communities we serve. We are pleased that you have chosen to join our team.

This handbook is to be used as a general guide and reference. It is not intended to be a comprehensive explanation of all benefits, policies and procedures. Furthermore, its contents do not constitute a contract of employment.

As with most employers, employment with Mediacom is on an “at will” basis, which means it is not for any specified period of time and can be terminated by either the employee or Mediacom at any time with or without cause or prior warning. Nothing contained in this handbook is intended, nor should it be construed, to alter the “at will” employment relationship between Mediacom and its employees. Moreover, there may be local laws specific to a state or locality that conflict with this handbook. Where such a conflict occurs, the local law controls and supersedes the handbook regarding that conflict.

If you have any specific questions or suggestions concerning your benefits or the Company’s Human Resources policies, please talk to your supervisor, department manager or Human Resources Department. The benefit sections in this handbook are designed to highlight key benefits features and are not intended to be a comprehensive description of a particular benefit or benefit plan which is provided by a Summary Plan Description, provided under separate cover, or the actual benefit plan documents. You also are encouraged to refer to the Summary Plan Descriptions when specific questions arise regarding your health and welfare and retirement savings benefits, as specific terms of the benefit plan documents will govern those benefits.

Our industry is ever changing and progressing. We must be willing to adapt to the changes and be flexible as to how we handle various situations. To that end, Mediacom will continually evaluate its policies, procedures and benefits to meet the needs of our business and our employees. When you are informed of revisions to this handbook, it is your responsibility to read, understand and comply with those revisions as well as to update your personal copy. This handbook supersedes and replaces all previous versions of the handbook and any other previous practices, procedures, or benefits, whether oral or written, to the extent they are inconsistent with this handbook.

Mediacom management believes that the best working conditions exist when all employees are respected and treated as individuals. We hope that you agree and find this handbook informative and useful. Any questions regarding this handbook should be directed to either your Human Resources Department or the Corporate Human Resources Department at (845) 443-2600.
**MEDIACOM PRINCIPLES**

**EQUAL EMPLOYMENT OPPORTUNITY**

Mediacom is bound to a policy of nondiscrimination and equal employment opportunity because of our strong belief and core values that adhere to the principle involved is the only acceptable way to conduct its business and treat its employees. We are further committed to a policy of Equal Employment Opportunity (EEO) by strict adherence to federal, state, and local laws on fair employment practices. It is Mediacom’s policy to affirmatively support Equal Employment Opportunity (EEO) for all qualified individuals without regard to race, color, religion, national origin, age, gender, marital status, citizenship status, disability, sex or sexual orientation, veteran status or any other characteristic protected by law. This policy covers all aspects of the employment relationship including recruitment, application, initial employment, working conditions, promotions, transfers, selection for training opportunities, compensation and the application of employment longevity, retirement and employee benefits.

No employee has the authority to deviate from this philosophy and any potential, suspected or actual discriminatory conduct should be reported to your Regional, Divisional, and Corporate Human Resources Department.

**HARASSMENT POLICY**

We respect the dignity and professionalism of our employees. Mediacom policy absolutely prohibits harassment of any kind in the workplace.

Mediacom is committed to providing a work environment free of discrimination. It is important for you to review your actions in light of this commitment and to keep in mind the importance of treating all persons equally. Actions, jokes or comments that communicate intolerance of age, gender, race, ethnic origin, religion, sexual preference or any other legally protected characteristic will not be tolerated. Harassment is defined as verbal or physical conduct of a discriminatory nature directed toward an employee of Mediacom which affects an individual’s employment status; is used as a basis for employment decisions; has the purpose of interfering with an individual’s job performance; or creates an intimidating, hostile or offensive work environment.

Each supervisor has an affirmative duty to keep the workplace free from any kind of harassment. Employees are herewith advised that they should not endure and should report insulting, degrading, or exploitative behavior to your immediate supervisor or your Human Resources Department.
SEXUAL HARASSMENT POLICY

It is Mediacom’s policy to ensure that each employee is able to enjoy a work environment free from all forms of discrimination including sexual harassment. Sexual harassment in any form by an employee or by a contractor is unacceptable and expressly prohibited.

No manager, supervisor, other employee or contractor shall threaten or insinuate, either explicitly or implicitly, that another employee’s or applicant’s refusal to submit to sexual advances will adversely affect that person’s employment, work status, performance evaluation, wages, promotion, assigned duties, shifts or any other condition of employment or career development. Similarly, no employee shall promise, imply or grant any preferential treatment in connection with another employee or applicant engaging in sexual conduct.

Other harassing conduct in the workplace is also prohibited, including unwelcome flirtations, advances or propositions; verbal or written abuse; graphic comments about a person’s body; degrading words; any display in the workplace of suggestive objects or pictures; explicit or offensive jokes; exhibitionism or physical assault. The downloading or forwarding of messages, jokes or any material which may be considered inappropriate or offensive is prohibited.

If you believe that you have been subjected to harassment, you should immediately report the alleged act to your immediate supervisor, who is responsible to report any such incident to their Human Resources Department or the Corporate Human Resources Department. If the complaint involves someone in your direct line of supervision, or if for any reason you do not wish to discuss the allegations with your immediate supervisor, then you should inform another supervisor, your Human Resources Department or the Corporate Human Resources Department.

Regardless whose attention a complaint is brought to, Mediacom is committed to investigating promptly, thoroughly, and in as confidential a manner as possible, except to the extent that disclosure may be necessary for the purpose of investigation or remedial action. The complainant will not be subjected to discipline or other forms of retaliation. However, fraudulent complaints may lead to disciplinary action.

Any employee determined, after an investigation, to have engaged in harassment, sexual or otherwise, will be in violation of this policy and will be subject to appropriate disciplinary action up to and including termination of employment.

While this policy is primarily focused on relationships between employees, you should be aware that we expect that our vendors, customers and visitors will also be treated with the utmost respect. Inappropriate behavior either on their part or towards them should be reported to your Human Resources Department for investigation.
CODE OF ETHICS & BUSINESS CONDUCT

As employees of a company in a media related industry, we have a unique visibility in our communities. Ethical management of both business and personal affairs is expected of all employees. Those situations that might lead to a conflict of interest, or even suspicion of conflict, should be avoided. A conflict of interest may exist if you are involved in activities for personal gain, whether measured in tangible or intangible benefits that might interfere or appear to interfere with the objective performance of Mediacom duties and responsibilities. Your business dealings with outside firms should not result in unusual gains for you or those firms. Your position with Mediacom must not be used for personal favors at the potential expense of Mediacom’s licensee/franchisee status.

Mediacom employees have particular responsibilities. If you are aware of material information relating to the Company, which has not yet been made available to the public for at least two full days, you are prohibited from directly or indirectly disclosing such information to anyone. Confidential information in any form, obtained through business or personal contacts with clients, prospective clients, suppliers, or other employees is to be used solely for the purpose of conducting Mediacom business. Employees must refrain from making public statements, written or oral, that denigrate or have the effect of denigrating Mediacom or its management. Information about the financial affairs of our clients/subscribers must not be disclosed to anyone outside the Company and may be discussed only with other employees who require the information in the performance of their jobs.

Unless approved in advance, you are also prohibited from accepting business-related gifts, entertainment, or other favors of more than nominal value (being the equivalent of $50 or more) from persons outside Mediacom. In all cases, gifts of cash must be declined.

If ever you are in doubt about whether or not some action or conduct may violate your obligations, the safest and best course is for you to discuss the matter beforehand with your immediate supervisor, manager, Human Resources Department or corporate Human Resources Department, who will consult with our Legal Department.
WHISTLEBLOWER POLICY

Mediacom is committed to fostering a workplace conducive to open communication regarding Mediacom’s business practices and to protecting employees from unlawful retaliation and discrimination for their having properly disclosed or reported illegal or unethical business conduct.

In an effort to further this commitment, it has adopted and enforced a formal Whistleblower Policy that is posted on all company bulletin boards. This policy establishes guidance for the reporting, retention, and treatment of verbal or written reports received by the Company regarding accounting, internal controls, auditing matters, disclosure, fraud and unethical business practices, whether submitted by Mediacom employees or third parties, establishes guidance for providing Company employees a means to make Reports in a confidential and anonymous manner, and makes clear the Company’s intention to discipline, up to and including termination of employment, any person determined to have engaged in such unethical business conduct or retaliatory behavior against anyone reporting such unethical conduct.

Any employee may submit a good faith complaint or concern regarding accounting or auditing matters to the management of Mediacom without fear of dismissal or retaliation of any kind. Mediacom is committed to achieving compliance with all applicable securities laws and regulations, accounting standards, accounting controls and audit practices. Mediacom’s Board of Directors has determined that Mediacom’s Audit Committee, which is composed of three independent members of the Board of Directors, will oversee treatment of employee complaints and concerns in this area.

In order to facilitate the reporting of employee complaints and concerns, Mediacom’s Audit Committee has established procedures for the receipt, retention and treatment of complaints and concerns regarding accounting controls, or auditing matters (“Accounting Matters”); and the confidential, anonymous submission by employees of complaints and concerns regarding questionable Financial and Accounting matters. All employees are encouraged to read and familiarize themselves with the specific provisions of the Whistleblower Policy and questions regarding such Policy should be referred to Regional, Divisional or Corporate Human Resources.

Employees with complaints or concerns regarding Financial and/or Accounting matters may report their complaints or concerns, in a confidential or anonymous basis if preferred, through one of the following channels:

Judith Mills, Group Vice President
Human Resources
Mediacom Communications Corporation
1 Mediacom Way
Mediacom Park, NY 10918
Direct Dial: 845.443.2705
Fax: 845.698.4106
Email: whistleblower@mediacomcc.com

Mediacom’s Outside Counsel
Linda L. Griggs
Partner
Morgan Lewis
1111 Pennsylvania Avenue, NW
Washington, DC 20004
Direct Dial: 202.739.5245
Fax: 202.739.3000
Email: lgriggs@morganlewis.com

-or-

Back to Table of Contents
YOU AND YOUR JOB

YOUR SUPERVISOR

Your supervisor is responsible for your department, explaining your job to you, providing you with instructions and directions, making assignments, answering questions, providing training, evaluating your performance, and overseeing your work.

Your supervisor is also your most important resource if you have a work-related problem or concern.

LABOR RELATIONS PHILOSOPHY

Maintaining positive employee relations is a core value at Mediacom. While we support an employee’s right to choose whether or not to have union representation, it is Mediacom’s labor relation philosophy to maintain a positive and responsive employee relations environment that builds morale, loyalty, and job satisfaction, thereby avoiding the need for employees to seek representation by any labor organization. We believe that our employees are intelligent and articulate and do not need to pay anyone to speak for them on workplace issues. If an election petition is filed, Mediacom will respect the right of the employee to make an uncoerced decision and to participate in the federally supervised secret ballot election. At the same time, it is the responsibility of management to use all legal means of educating employees during any union organizing campaign. The Company will also observe all legal, contractual, and moral obligations and commitments, especially those relating to the employee’s right to organize or not to organize, and to bargain collectively through a union representative of his or her own choice in a union environment.

The ultimate responsibility for the maintenance of effective employee relationships between the Company and an individual employee, whether in a union-free or union environment, rests with the managers of the Mediacom office or location. A sound employee relations policy includes day-to-day contact, awareness, treatment of cases individually and the settlement of other matters in a fair, consistent and timely manner. All managers need to be responsive to Mediacom’s pro-people management style and responsive to our open door policy which ensures an avenue for employee communication without fear of reprisal.

Finally, it should be clearly understood that this handbook shall not expressly or by implication be construed to add to, limit or modify any expressed provisions contained in a labor agreement.
CUSTOMER SERVICE

The extent to which we are diligent, courteous, honest, patient, efficient and considerate will determine Mediacom’s image and will be the foundation upon which our growth depends. We have the responsibility to provide the best service available to each and every customer at all times.

OPEN-DOOR POLICY

A critical part of our employee relations activity is personal communication. Likewise, an important aspect of personal communications is our open-door policy, which encourages you to address your concerns and suggestions with your supervisor. We believe all employees should have the opportunity to openly discuss work-related problems or concerns without fear of retaliation or prejudice.

If you feel that you have not been treated in accordance with Company policy or if you feel that you have been treated unfairly, we encourage you to bring the matter to the attention of your immediate supervisor. While this should be the standard procedure, there may be situations where you cannot approach your supervisor or do not feel comfortable doing so. If this is the case, you should request to meet with your department manager and your Human Resources Department. If a satisfactory solution is not then achieved, you may contact the Corporate Human Resources Department at (845) 443-2600.

Naturally, you are also encouraged to discuss and build upon the positive elements of your job. Mediacom cares about our employees and shares responsibility for the quality of your employment experience.

DRUG AND ALCOHOL POLICY

Possessing, distributing, transferring, purchasing, selling, using or being under the influence of alcohol or illegal drugs while on the premises, attending business-related activities, on duty, on call/standby, or operating a Mediacom vehicle or equipment is strictly prohibited.

Over-the-counter and prescription drugs, used as directed, are permitted provided they do not adversely affect your job performance or the safety of you or others in your work area. You must notify your supervisor if you are taking such medication. Mediacom reserves the right to consult with a physician to determine if your medication produces hazardous effects and to act appropriately, given the result of such consultation.

Mediacom will require limited drug testing in specific situations as follows:

- Pre-employment.
- Company-related vehicle accident.
- Occupational injuries requiring medical treatment from a physician within 24 hours of an accident.
• Reasonable cause testing.
• Department of Transportation required testing.

The results of all tests are considered medical records and are kept confidential. Distribution of such test results is limited to personnel who have an absolute need to know.

Refusal to submit to an alcohol or drug test will result in immediate termination of employment.

Please refer to Mediacom’s Drug and Alcohol Policy for more details or contact your Human Resources Department.

RELATIVES IN THE WORKPLACE

Employees’ relatives are welcome to apply for work at Mediacom and we will consider their applications as we consider all applications. However, to maintain a professional, pleasant and fair environment for everyone, we do not hire or transfer immediate family members into positions where they directly or indirectly supervise or are supervised by another immediate family member. In addition, we also avoid placing immediate family members in positions where they would have access to sensitive information about an immediate family member. The same considerations will apply if two employees marry.

For purposes of this policy only, immediate family is defined as spouse, child, parent, sibling, grandchild, grandparent, aunt, uncle, first cousin or corresponding in-law or “step” relation. Additionally, common law and domestic partner relationships will have the same definition of the “immediate family” applied.

NON-DISCLOSURE / CONFIDENTIALITY OF INFORMATION

The protection of confidential business information, including customer information and trade secrets, is vital to the interest and the success of Mediacom. The Company collects certain personal information from each customer. Protecting the confidentiality of our customers is your responsibility and disclosure of such information is prohibited by law and will subject you to termination of your employment.

You will often have access to information or will develop information, records and files, which are confidential in nature. Any Company records, files, paperwork, photographs, film or other method of record keeping are to be returned upon separation from employment. No information relating to our operations, future plans, finances, employees or customers, may be released except by Mediacom officers authorized to do so. Improper disclosure or use of such information in an employee’s decision to trade Mediacom shares is prohibited by law and will lead to disciplinary action, which may include termination of employment.

We will expect the strictest compliance with these procedures by all personnel at every level. Failure to comply may result in serious legal difficulties.
YOUR CONDUCT

Working at any job is a two-way proposition. Mediacom contributes, you contribute, and by working cooperatively, everyone benefits. In this regard, Mediacom expects responsible conduct and satisfactory work performance from all employees. Responsible conduct is necessary to provide a safe, efficient, productive and pleasant working environment. Irresponsible behavior may result in verbal counseling, written warning, final written warning, suspension or termination, depending on the nature of the misconduct and the circumstances.

While Mediacom has established employment guidelines, notwithstanding anything stated in this Handbook, every employment relationship is considered “at will”, which means that any employee retains the right to terminate his/her employment at any time with or without prior notice and with or without good cause. Likewise, Mediacom retains the same right to terminate employment with or without prior notice and with or without good cause.

While it is not practical to attempt to list every act of misconduct which might require disciplinary action or termination, the following list provides some basic examples. These examples should not be viewed as an exclusive or complete list. Also, Mediacom’s goodwill, to a large extent, is dependent upon employee interaction with the public and, therefore, offenses which endanger or threaten that goodwill may also warrant disciplinary action or termination of employment.

The following actions are examples of extremely serious misconduct and may subject you to termination of employment, even on the FIRST OFFENSE:

- Violation of, or disregard for, our alcohol-drug free workplace, EEO or Harassment, Whistleblower policies.
- Theft of, damage to or inappropriate removal or possession (which includes “borrowing” without permission) of Mediacom, customer or employee-owned property.
- Providing or selling unauthorized services such as for example engaging in what is commonly referred to as coffee shop disconnects.
- Theft of, damage to or inappropriate removal, possession or unauthorized delivery to a third party of customer information of any kind as provided to Mediacom in the normal course of business.
- Violation of, or disregard for, Mediacom Cash Control policies, including, but not limited to, theft of or inappropriate handling of Mediacom funds, negotiable instruments or other bearer instruments.
- Fighting or threatening violence in the workplace.
- Recklessness, negligence or improper conduct leading to the injury or death of any person or destruction of property.
- Possession of dangerous materials, such as explosives or firearms, in the workplace (including such items in personal vehicles on or near Mediacom property).
- Misrepresentation or falsification of records, employment application, work orders, time records, or other information used or required by the Company.
- Violation of a safety rule which endangers the life or safety of any employee or others, or the Company’s continuation of operation.
- Deliberate interference with Company operations, work or production.
• Retaliating against a complainant who exercises the open door policy.
• Unauthorized disclosure or use of business “secrets” or other confidential information.
• Driving a Company vehicle without a valid driver’s license.

Again, it is not practical to list every act of misconduct; the following actions are examples of serious misconduct and may subject you to disciplinary action. Termination of employment may also be appropriate, depending on facts and circumstances and/or previous disciplinary action.

• Boisterous or disruptive activity in the workplace.
• Insubordination, willful failure to carry out any properly given work directive or other disrespectful conduct.
• Unauthorized use of Company property.
• Excessive absenteeism or tardiness or any absence without notice.
• Disregard for human resource related policies (including the content of this Employee Handbook).
• Unsatisfactory work performance or conduct.
• Excessive accidents with, or damage to, Company vehicles.

TERMINATION OF EMPLOYMENT

If separation is voluntary, Mediacom requests that you give two (2) weeks notice. You are entitled to all accrued, unused vacation pay, according to state law.

All Mediacom property MUST be returned on your last day of active employment. Mediacom may withhold from your pay check the cost of any items that are not returned, according to state law. We may also take any action that we feel is necessary to recover or protect our property.

Whenever possible, an exit interview will be conducted with a departing employee. Your Human Resources Department will complete a Separation Checklist and will inform you if additional paperwork is required. Even if you have elected direct deposit, your final paycheck from Mediacom will be a live check.

Group health and life insurance coverage will continue, in accordance with plan provisions or as otherwise required by federal or state law. You will have the opportunity to continue your enrolled medical benefits in accordance with COBRA regulations and you will be sent detailed COBRA information and election information following your termination of employment with Mediacom.
ORIENTATION PERIOD (New Employee)

New employees are required to complete a continuous 90 calendar day orientation period at the onset of employment. The orientation period may be extended, not to exceed 180 calendar days, at the request of your supervisor and with the approval of the Human Resources Department.

Extensions will not affect eligibility waiting periods for benefit purposes. However, during a new hire’s orientation period, the employee is not eligible to use any benefit time, except for Company recognized holidays.

The orientation period does not guarantee employment for 90 days nor does completion require that you be discharged only for “cause”. In addition, completion of the orientation period does not guarantee continued employment for any specified period of time and your employment at all times remains “at will”.

The orientation period is intended for the new employee to adjust to a new position and Company and to evaluate whether Mediacom is his/her employer of choice. Mediacom uses this period to evaluate your capabilities, attitudes and work habits. Mediacom may end the “at will” employment relationship at any time during or after the orientation period, with or without cause or advance notice. At the end of the orientation period, you may be dismissed, placed on extended orientation or granted “regular” employee status.

After successful completion of the orientation period, you will be expected to continue to demonstrate your ability to perform your job in a satisfactory manner.

PROBATION (Unsatisfactory Performance)

If at any time there is serious deterioration in your work performance, you may be placed on probation for 30 days or longer as part of disciplinary action, including Performance Improvement Plan (PIP). Such an employee’s performance will be monitored on a frequent basis and re-evaluated during and after to determine if performance has reached acceptable levels. If performance does not improve sufficiently, or if infractions of Company policies occur while on probation, the Company may elect to take further disciplinary action up to and including termination of employment.

Any wage or salary adjustments will be delayed until the probation period has ended, and will not be retroactive. In addition to placement on probationary status, employees whose performance or behavior is unsatisfactory and needing improvement may be given verbal warnings (counseling), written warnings, or final written warnings as determined by the supervisor’s assessment of all the facts and circumstances surrounding an employee’s job performance and/or behavior.
SOLICITATION, DISTRIBUTION AND POSTING

The Company has established rules applicable to all employees which govern solicitation or distribution of written material during work time and entry onto the premises and work areas. This includes prohibiting the distribution or posting of literature or other materials and/or solicitation or promotion of any cause or organization. Local management and department heads must be consulted in advance and grant approval regarding activities in support of the local community.

Non-employees will not be allowed to engage in any kind of electioneering, solicitation or distribution of literature, notices, circulars or cards on Company property at any time without prior authorization from the Company.

ATTENDANCE & PUNCTUALITY

Mediacom strives to meet our customer needs as well as to accommodate the needs of our employees. To help us accomplish this and to keep things running smoothly we have established guidelines for attendance, punctuality and leaves of absence. Individual departments may set their own guidelines. To maintain a productive work environment, we expect you to be reliable and punctual in reporting for scheduled work. We recognize two types of absence:

1. Excused absence includes authorized leaves (FMLA, medical, military, etc.), flex time, jury duty, bereavement, vacation and designated holidays. For more information on excused absences please see the “Benefits” section of this handbook.
2. Unexcused absence is time away from scheduled work without legitimate excuse. This includes not following absence notification procedures, use of time not yet accrued or unauthorized lateness or early departure.

Unexcused absence, tardiness or a pattern of excessive absences or tardiness will subject you to disciplinary action even if you have not yet used all of your available accrued benefit time. One form of paid leave (vacation or flex time) may be substituted for another, only with management approval, and may be utilized to cover absences not otherwise accounted for. Employees who have accrued benefit time (flex or vacation) may not take unpaid time off.

Mediacom establishes specific work hours for a reason. We are in a service industry. Therefore, our customers must have access to us around the clock. Using scheduled work hours for personal reasons without prior approval is not permitted. Absenteeism and tardiness places a burden on other employees. Following are some general guidelines:

- You are expected to report on time and be ready to commence work.
- If you will be absent from work or will arrive late you must personally notify your supervisor prior to your scheduled starting time. Leaving voicemail messages or relaying messages via other employees is unacceptable.
- If you are absent and you are given a return to work date and note, report this date when you call in. If no date is given, or the date is changed by a doctor, you must call in advance each day you are scheduled to work.
• Late arrivals or early departures may be excused by department supervisors on a non-discriminatory basis, subject to business needs and only when accompanied by an appropriate explanation.
• All late arrivals or early departures must be recorded even if the time is excused and/or made up.
• A physician’s note may be required for absences of three (3) or more days, or at management discretion.
• An unexcused absence which is not validated by a doctor’s note on the scheduled work day before or after a holiday will result an employee to not receive holiday pay.
• Three (3) consecutive workdays of “no call/no show” will be considered job abandonment. (Except in emergency situations, whereby management reserves the right to decide appropriate action needed.)

Department managers/supervisors are responsible for ensuring that absences, late arrivals and early departures are reviewed and recorded accurately and approved or denied, as appropriate.

In customer service/call center work locations, the company has established very precise and comprehensive attendance reporting and disciplinary guidelines and utilizing well established comprehensive time and attendance reporting and monitoring system known as IEX. All call center employees are encouraged to speak to their supervisor if they have any questions regarding IEX policies and procedures which may depart from the broad guidelines outlined above.

Nothing contained in this policy is intended to limit your proper use of leaves or other time off from work provided by law or Mediacom policies.
EMPLOYEE CLASSIFICATIONS

Following are the definitions of employment classifications, your employment status and benefit eligibility. Each employee is designated as either non-exempt or exempt under the federal and applicable state wage and hour laws.

- **Exempt**: Generally, positions classified as professional, managerial, and outside sales are exempt from overtime payments. These employees are paid a weekly salary (paid bi-weekly) or a commissioned amount and are not eligible for overtime. They are expected to work the required hours needed to accomplish their job responsibilities.

- **Non-Exempt**: Typically, positions classified as technical or clerical and other similar positions are non-exempt. These employees are paid on an hourly basis and will receive one and one half (1.5) times their base hourly rate for all hours worked in excess of 40 hours in a work week (pursuant to the Federal Labor Standards Act and depending upon applicable state laws). NOTE: Some state laws (i.e. California) calculate the payment of overtime differently. In locations where state laws exceed the provisions of the FLSA, Mediacom will comply with the applicable state law.

If you are a commissioned employee, such as an Account Executive, you should refer to your individual compensation agreement for the calculation of your commission payments.

In addition to the above, you will belong to one of the following employment categories:

- **Regular, Full-Time**: These employees have completed their orientation period, are regularly scheduled to work a minimum of 37½ hours per week and are eligible for Mediacom’s full benefit package, subject to the terms, conditions, and limitations of each benefit program as written.

- **Regular, Part-Time**: These employees have completed their orientation period, are regularly scheduled to work between 20 and 37½ hours per week and receive all legally mandated benefits (such as workers’ compensation and social security benefits). They are also entitled to courtesy cable service benefits or reimbursement, holiday pay pursuant to certain standards, prorated flex days, and 401(k) plan participation (after 1000 hours of employment.)

- **Temporary**: These employees are hired for a specific, temporary time period or project duration. Temporary employees can be full-time or part-time. Temporary employees are not eligible for any Mediacom benefits.

- **Commissioned Only**: These are employees whose income is derived solely from commissions with no base salary or regular wage. Commission only sales persons working 37½ hours or more per week are eligible for Mediacom’s full benefit package, subject to the terms, conditions and limitations of each benefit plan. Please note that employees are still classified as “commission only” even if they receive a benefit rate for the purpose of determining payment of vacation, flex time and holidays, and are eligible to participate in Company Benefits. Information on the method of calculation of these leaves can be obtained from your Human Resources Department.
WORKING HOURS & LUNCH PERIODS

Designated managers in each office determine the established work hours including break times and lunch schedules. The hours that you work will depend on the nature of your job. Since we provide a service around the clock, regular work hours may be altered to meet changing business needs. Your flexibility with respect to hours of work and needed overtime is expected.

OVERTIME

During peak workloads or when otherwise required by business needs, and only when approved in advance by an authorized supervisor, overtime work may be required. To the extent possible, prior notification will be given but circumstance such as emergency situations such as major outages; storm damage may prevent advance notification.

Overtime will be paid to employees in non-exempt positions at a rate of one and one-half (1.5) times your regular hourly rate for all hours worked over 40 during a work week.

Certain authorized absences will be considered as time worked for the purpose of computing overtime in the week in which they fall. For the purpose of computing overtime, authorized absences are limited to Company paid holidays, scheduled vacation, and jury duty. Vacation time substituted for a deficit of flex time will not be counted towards overtime calculation.

Hours worked by employees in non-exempt positions on a scheduled company designated holiday will be paid at the rate of time and one-half (1.5) of your regular hourly rate for hours worked in addition to your regular holiday straight time pay. Should your regularly scheduled day off fall on the holiday, you will be given another day off in lieu of the holiday during the current work week.

NOTE: Some states may calculate the payment of overtime differently. In locations where state laws exceed the provisions of the FLSA, Mediacom will comply with the applicable state law.

PAYROLL INFORMATION

Mediacom’s payroll is run on a biweekly basis. Payroll periods begin on Saturday and end on Friday. All paychecks are dated the Friday following the end of the pay period. If a holiday is scheduled on a payday, checks will be distributed on the day before the holiday. Depending on local capabilities and/or your preference, checks will be released directly to you or electronically deposited into your bank account. We strongly recommend direct deposit as Mediacom has no control over the U.S. Postal system.

A variety of Company information is sent to employees at their home mailing address. It is important that you notify your Human Resources Department when a change occurs. Your pay and the pay of other Mediacom employees is a personal matter. As such, any discussions regarding the subject should only be with your immediate supervisor, your Human Resources Department, or the corporate Human Resources Department.
SHIFT DIFFERENTIAL POLICY

Shift differential will apply to regular full-time or regular part-time employees who are regularly scheduled to work on an established shift that ends after 7 P.M. (second shift) or ends after midnight, commonly termed the “graveyard” or third shift.

Shift differential will be applicable to hourly (non-exempt) and salaried (exempt) employees on such scheduled late shifts in contact centers, including technical support functions, field technical positions, and contact center representatives.

Second Shift:
If the shift is regularly scheduled to end after 7 P.M. but ends on or before midnight, the shift differential will be 7% of the employee’s regular base wage for the entire shift.

Four day/10 regular hour work schedules: all employees who are working a condensed work week, whether the schedule is split or not, since the employee is receiving the benefit of a regular condensed work week, they are excluded from receiving shift differential pay.

Regular work week schedules of five days per work week and eight hours per day which involve partial work days regularly scheduled ending after 7 P.M. and the remainder work days scheduled ending at or before 7 P.M.; employees shall receive the late shift premium only for all scheduled days worked after 7 P.M.

Third Shift (Graveyard Shift):
If the shift is regularly scheduled to end after midnight, the shift differential will be 10% of the employee’s regular base wage for the entire shift.

Four day/10 regular hour work schedules: all employees on the” graveyard” four day/10 regular hour shift ending after midnight only shall continue to receive the 10% differential.

Overtime Implications

Non-Exempt employees who are eligible and receive a late shift differential hereunder, and who work more than 40 hours in a work week while on the late shift schedule, will be paid at an overtime rate that includes base plus the applicable shift differential, as required by the Fair Labor Standards Act.

Employees scheduled to work late hours during the week on a voluntary or assigned overtime basis, or to complete work that needs to be done during late hours for a project of a relatively short duration shall not be eligible for a late shift differential.

Regularly Scheduled Late Shift

Shift differential is intended to cover employees who are regularly scheduled on such an established late shift. Essentially, that denotes consistently scheduled shifts for significant time frames such as a month, two months, or indefinitely. While that shift may be rotated on a regular basis, i.e., every other week, once a month, etc. that is an established and regularly scheduled shift and not a shift that is of temporary duration or working random late shifts on an as needed basis.
TIME & ATTENDANCE

Mediacom uses an electronic time and attendance system. All non-exempt employees should input their time on a daily basis. This includes the time they begin and end along with the time each meal period begins and ends. Any time away from work during their regular scheduled hours also needs to be accounted for on an employee’s time card.

Intermec users are not required to input their time on a daily basis as it is entered electronically each night through an Intermec feature. Any time away from work during their regular scheduled hours will need to be input by the employee.

All exempt employees are required to input any time away from their regularly scheduled hours.

Supervisors and or managers are required to input employee commissions into the expense tab on the employee’s time cards. All commissions input into this tab are required to have written back up.

At the end of the pay period all employees are required to electronically sign their time card. By signing their time cards, employees agree that what is on there including commissions is correct and reflects actual time worked. All timecards require electronic approval from an employees’ manager before payroll is processed. It is not permissible for an employee to approve a time card of an employee that is in a position equal to or lower than theirs.

Tampering, altering, falsifying or not imputing time sheets may be grounds for disciplinary action up to, and including termination.

PERSONNEL FILE

A confidential personnel file is maintained for every employee. This includes salary history, salary change notices, performance evaluations, disciplinary notices, etc. To keep your personnel file up to date, you are required to report changes in status by promptly notifying the Payroll department and your local Human Resources Department of any changes in your name, address, telephone number, marital status, number of dependents, beneficiary designation and a person to contact in case of an emergency.

Reasonable written requests to review your personnel file with a management representative present will be permitted with prior approval from your local Human Resources Department. Managers have access to the personnel files of their subordinates.
PERFORMANCE EVALUATION

Your performance on the job and your wages will be reviewed at least once per year more typically twice per year. The purpose of performance evaluations is to promote open and honest communication between you and your supervisor and to provide you with formal guidance regarding:

- Actual performance in relation to your job.
- Performance improvement steps, where needed.
- Promotional capabilities and career opportunities.
- Establishing personal goals.

These performance evaluations are in addition and separate and apart from ongoing coaching and counseling and disciplinary meeting conducted by your supervisor.

PROMOTION & JOB TRANSFER

It is Mediacom’s policy to aid, encourage and train you so that you may rise to the highest position possible. Promotion from within is preferred, where possible consistent with availability, your aspirations, and skill set. Transfers to other positions or locations within the Company are based on availability of positions for which you are qualified and your successful completion of the interview process. You must have completed at least six (6) months in your present position and have a satisfactory performance record, with no recent disciplinary action, prior to requesting a job transfer or applying for a posted position. Promoted or transferred employees will be placed on orientation status for a period of at least 90 days. If an employee does not successfully complete the orientation period in the new position, there is no guarantee that another position will be available.

In all selections for promotions or transfers, the person chosen will be the one who is best suited for the job on the basis of skill and ability. Management can transfer or promote an employee with less than six (6) months in a position, if they are best suited for the job.
PERSONAL APPEARANCE/DRESS

Every Mediacom employee has some contact with the public and therefore represents the Company in appearance and by his/her actions. We want to convey a business-like and professional appearance to the public, customers, public officials and representatives of the companies doing business with Mediacom and fellow employees. The properly attired employee helps to create a favorable image for the Company. Mediacom encourages all employees to consider personal appearance, cleanliness and hygiene while on duty. Business casual attire should be in keeping with established business standards. Radical departure from conventional business casual dress or personal grooming are not permitted. All managers are expected to see that their staff’s attire conforms to these guidelines.

The personal appearance of all employees is governed by the following standards:

- Uniformed Employees: Field employees are provided with uniforms and other articles of clothing purchased or subsidized by Mediacom. They are expected to wear and maintain them in a neat and clean fashion at all times. The uniforms consist of hats, shirts, jeans and jackets as well as OSHA approved work boots. If a hat is worn, it must be a Mediacom hat or an OSHA approved safety hard hat. Only Company furnished hats, shirts or jackets may be visible during working hours.
- Hair should be clean, combed and neatly trimmed. Shaggy, unkempt hair is not permitted regardless of length.
- Field personnel are prohibited from wearing jewelry such as earrings and bracelets as they may pose a safety hazard.
- Sideburns, mustaches and beards should be neatly trimmed. Eccentric styles of facial hair are not permitted.
- The dress and grooming of employees shall be governed by the requirements of safety, comfort and propriety. For example, ponytail and loose-fitting clothing should not be worn by employees who work with machinery or power tools.

Business Casual Guidelines

Business casual attire should be neat and clean. Furthermore, clothing should be free of holes and any derogatory or political messages.

Business casual attire encompasses many looks. However, for the purposes of this policy, business casual attire means clothing that allows employees to feel comfortable at work, yet is appropriate for an office and professional environment. Business casual attire includes slacks or khakis that are neat and without tears or holes, sports shirts, skirts, dresses, turtlenecks, sweaters and shoes.
Unacceptable Dress Guidelines

The variety of fashions available and the pace at which styles change make it difficult to list all the attire that is inconsistent with the proper business appearance; however, appropriate business casual attire clearly does not include the following:

- Jeans (of any color) unless when permitted for field personnel.
- Tank tops, halter tops, and T-shirts.
- Athletic wear (i.e. sweat suits).
- Leggings, Spandex, Lycra, or other body-hugging fabric.
- Shorts are not acceptable (culottes and skirts are acceptable as long as they are neat, clean and have the appearance of professional business attire).
- Bare midriffs, garments which are low-cut (front or back) and revealing in general.
- Any kind of workout, running or gym shoe, sneakers / sneaker-like footwear and beach and thong sandals.
- Caps / hats except when part of uniform.
- Ripped or tattered clothing.
- Facial jewelry.

Management reserves the right to ask an employee to remove any jewelry that they feel is a safety hazard. Please feel free to speak to your local Human Resources representative with questions on any specific local guidelines on appropriate business casual attire.

If management believes your clothing is inappropriate, you may be asked to leave your workplace until you are properly dressed. You will not be paid for the time you are off the job for the purpose of complying with this requirement.

HOUSEKEEPING

Mediacom believes that good housekeeping practices are an integral part of establishing and maintaining a safe and healthy environment.

Since customers, vendors and visitors may enter the workplace at any time, it is important that you keep the facilities clean, neat, attractive and business-like. It is extremely difficult to maintain the highly motivated and productive team effort desired at all locations if the environment is dirty, messy or otherwise not conducive to good work habits.

Break rooms are maintained for employee use. It is the responsibility of every employee to assist with their cleaning and upkeep.
OFFICE CLOSURES

All Mediacom offices are generally open for business during inclement weather and other potentially difficult weather conditions unless employees are notified otherwise. Employees should make every effort to arrive at work unless they are notified that the office is closed.

Decision to open an office late due to hazardous weather conditions are made by each office location’s executives. If an office is officially closed during regular business hours, full-time and part-time employees will receive pay for the number of hours they were scheduled to work. As operational needs dictate, employees may be required to make up the time missed.

If an office is not officially closed, an employee who makes the decision not to report to work will not be paid. Employees must use accrued vacation or flex time to receive compensation for lost time. Hours paid when the office is closed will not be considered in overtime calculation for nonexempt employees. Please be familiar with your local office closure notification procedures.

SECURITY POLICY

The security of the Company, its facilities, its employees and employees’ property are important. Please be vigilant in your work area and ensure that unauthorized people are not allowed access. All visitors must check in upon arrival in the workplace and be accompanied by a Mediacom employee at all times while on Company property or in a Company vehicle. “Visitors” includes former employees, vendors, suppliers, family members and employees that are not scheduled to work. Employees should keep purses and other personal items in places where they are not readily accessible to others. Keys and files should be protected.

SAFETY POLICY

Establishing and maintaining a safe work environment is the shared responsibility of Mediacom and our employees. To ensure a safe environment and compliance with federal, state and local safety regulations, your management will conduct safety meetings and training programs, post safety notices and safety tips and provide periodic written communications regarding safety matters. You are expected to obey safety rules and to exercise caution in all of your work activities. You should immediately report any unsafe conditions to your supervisor. Supervisors and employees are expected to correct unsafe conditions promptly. It also imperative that all field employees use all safety equipment supplied by the company as required to ensure a safe working environment.

Should you have an accident on the job, obtain first aid immediately, notify your supervisor and then see a company-designated physician, if necessary. An accident report and “Employee Injury Report” should be completed as soon as possible no later than 24 hours after the accident and in accordance with OSHA regulations. Drug and alcohol testing may be required under the Company’s Drug and Alcohol policy.

Please be familiar with Mediacom’s Safety Manual and Drug and Alcohol Policy.
PROPERTY, EQUIPMENT & COMMUNICATION SERVICES

Equipment and vehicles essential to accomplishing job duties are expensive and may be difficult to replace. When using Mediacom equipment, you are expected to exercise care, to perform required maintenance and to follow all operating instructions and safety procedures. Only employees are allowed in a Mediacom vehicle unless a manager has given prior approval to transport other passengers.

Please notify a supervisor at once if any equipment, machines, tools or vehicles appear to be damaged, defective, in need of repair or missing. Prompt reporting of damage, defects and repair needs could prevent deterioration of equipment and possible injury to yourself or others. Missing items are usually easiest to recover when reported promptly. Mediacom supplies tools and equipment to its employees. Any items lost, stolen or damaged through employee negligence, or not returned, will be the responsibility of the employee, at replacement cost. Your supervisor can answer any questions about your responsibility for maintenance and care of equipment or vehicles.

It is against the law, unless specifically authorized to do so by Mediacom, to intercept/receive or assist in intercepting/receiving any communication services offered by Mediacom. This includes the manufacture or distribution or use of equipment (i.e., traps or connectors) for unauthorized interception/reception. In addition, this is in violation of the law. Employees engaged in such activity will be subject to disciplinary action that may include termination of employment. The improper, careless, negligent, destructive or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, including termination of employment.

Please refer to Mediacom’s Motor Vehicle Policy for more details or contact your Human Resources Department for any needed clarification.

SMOKING

In the interest of the health of our staff and visitors, smoking is not allowed or extremely limited within any Mediacom facility. Arrangements for employees who desire to smoke will be at the discretion of department heads or local management. The arrangement will typically involve an outdoor smoking area if permissible by local laws or regulations.

WORKPLACE SEARCH

It is a priority of Mediacom to protect and safeguard our employees and the property of our employees, our customers and the Company, and to fulfill legal requirements. Mediacom may periodically, and without prior announcement, inspect Company property and any articles or materials found in or on Company property at any time, including vehicles and lockers. Employees should not assume any articles or materials found in or on Company property are private or confidential or that access by management will not occur.
VIOLENCE IN THE WORKPLACE

Any violent acts or threats of the same made by any employee against another person’s life, health, well-being, family or property, are entirely unacceptable and may be grounds for immediate dismissal. No forms of violence will be tolerated.

Such acts or threats of violence, whether made directly or indirectly, by words, gestures or symbols, infringe upon the Company’s right or obligation to provide a safe workplace for its employees. This includes, but is not limited to, actual physical violence, threats of violence, fights or arguments between employees and others, use of abusive language, bringing weapons of any type or the threat to do so to the workplace.

Any employee who believes he/she has been the target of violence or threats of violence or has witnessed or otherwise learned of violence conducted by another employee while on Company property, at Company events or under other circumstances that may negatively affect the Company’s ability to conduct business, should immediately contact his/her supervisor or their local Human Resources Department. Reasonable steps will be taken to investigate such instances and disciplinary action will be taken, if appropriate, up to and including termination of employment.
ELECTRONIC/VOICE COMMUNICATION

Mediacom maintains as part of its technology platform, electronic mail, voice mail and Internet access. These are provided to assist in the conduct of our business only. All computers, and data stored in the electronic mail and voice mail systems is and remains at all times, the property of Mediacom. No expectation of privacy should be assumed in reference to electronic mail, voice mail, passwords or any other utilization of Mediacom’s electronic systems.

Electronic mail and voice mail messages should be limited to conducting business for Mediacom. Therefore, any statement you ordinarily would not put into a business letter or memorandum should not be sent or stored electronically.

You should use the Internet to increase productivity. If you are using an Internet site paid for by the Company, you are expected to only use it for business purposes. Company facilities (including phone lines, desk-top computers, lap tops, modems, hard drives and the like) are to be used only for Company purposes. Under no circumstances should potentially offensive or obscene materials be sent or received using Company facilities.

You are expected to comply with all policies and procedural issues that are applicable to the Internet. These include confidentiality, harassment, scanning for viruses, encryption of data sent across the Internet and the like. You are prohibited from the downloading of software from the Internet or the duplication of software registered to Mediacom.

Further, you may not add either hardware or software to your computer unless previously authorized by the MIS Department. All employees should read and familiarize themselves with Mediacom’s Internal & External Communications Policy.

The Company monitors the phone system, usage of computers, e-mail and voicemail in accordance with applicable state laws. Information stored in Company facilities is subject to inspection at any time and without notice.

BREAK IN SERVICE

Mediacom considers former employees for rehire provided that their performance was judged satisfactory at the time of termination. Former employees who resign without giving the appropriate notice or who were dismissed for cause will not be considered for re-employment.

If you were separated from employment with the Company for more than 30 days, you will be considered a “new hire” for the purpose of all benefits and will have to meet all applicable eligibility requirements and waiting periods.

If your employment terminates for any reason and the Company rehires you within 30 days of that date, you may have your original seniority date re-instated as though no break occurred; however, you will be subject to the initial orientation period of 90 days. Your eligibility to participate in Mediacom’s health, insurance, and 401(k) plan will be determined by the requirements of each plan.
**BENEFITS**

**YOUR BENEFITS**

At Mediacom you will enjoy a broad range of employee benefits. These benefits include paid vacation, holidays, flex time, comprehensive medical, dental, disability and life insurance plans, and a 401k Retirement Savings Plan. There are separate summary plan descriptions in addition to this handbook which provide detailed information about these plans. The benefit information in the handbook provides brief summaries of benefits and will highlight their key elements.

Actual plan documents and summary plan descriptions will prevail over any statements or benefit summaries contained in this handbook.

Special note to employees covered under collective bargaining agreements: benefits, contribution rates, copayments, eligibility requirements, effective dates, as well as the coverage’s applicable to you, are specified in the collective bargaining agreement between the Company and your exclusive bargaining representative. In the event of a difference or discrepancy between the benefits shown in this handbook and the collective bargaining agreement, the terms of the collective bargaining agreement will prevail. This handbook is not intended to offer, imply, or confer additional or different benefits than those specified in the collective bargaining agreement.

**Benefit Information**

Mediacom provides you with a comprehensive benefits package. We go beyond the basics to provide you with easy-to-understand information about your benefits. It is your responsibility to:

- Read, question and understand your benefits.
- Evaluate your own benefit needs.
- Make informed benefit decisions for you and your family.

You are encouraged to contact your supervisor or Human Resources Department when you have benefit questions not answered in the handbook or benefit summary plan descriptions.
VACATION

Regular, full-time employees are eligible for paid vacation according to the following guidelines.

Vacation time accrues from the first day of full-time employment but may not be taken prior to completing six months of service. Vacation hours may not be taken until they are accrued.

Annual vacation benefits will accrue based on the length of your full-time employment at the following rates:

<table>
<thead>
<tr>
<th>Months of Full-time Employment</th>
<th>Pay Period Hours**</th>
<th>Annual Hours**</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 12 months</td>
<td>1.54</td>
<td>40</td>
</tr>
<tr>
<td>13 – 48 months</td>
<td>3.08</td>
<td>80</td>
</tr>
<tr>
<td>49 or more months</td>
<td>4.61</td>
<td>120</td>
</tr>
</tbody>
</table>

**Based on a full time, 40 hour work week

Part-time employees are not eligible to accrue vacation time.

It is strongly recommended that vacation be taken in the year earned. You will be allowed to carry-over a maximum of 80 hours into the next year (unless state laws affect carry-over).

If you have satisfied all eligibility requirements you may submit vacation requests to your supervisor. Scheduling of vacations is subject to supervisory approval.

You do not earn vacation time while on any kind of leave of absence, such as short-term disability, FMLA or disability due to workers’ compensation illness or injury.

If you leave employment for any reason, you will be eligible for those vacation days you actually earned and did not use. In the rare occasion that you used unearned vacation days, that amount will be deducted from your final paycheck (subject to applicable state law).
PAID HOLIDAYS

Regular full and part-time employees are eligible for the following observed holidays:

New Years’ Day (January 1)
Presidents’ Day (third Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Thanksgiving Day (fourth Thursday in November)
Christmas (December 25)

Designated holidays that fall on Saturday are observed on the prior Friday, and holidays falling on Sunday are observed on the next Monday, except for employees who are regularly scheduled to work on Saturday or Sunday. These employees shall observe the actual holiday. If you have an unauthorized absence which is not validated by a doctor’s note on the scheduled work day before or after the holiday, you will not receive holiday pay.

Temporary employees are not eligible for holiday pay. Regular, part-time employees will be paid for hours normally worked when their normal workday falls on a holiday.

Prompt, convenient and courteous service to our customers is critical to our success. Therefore, employees may occasionally be required to work on holidays. Hourly paid employees will be paid time and one-half (1.5) for all hours worked on a holiday plus their holiday pay at straight time.

Salaried employees required to work on a Company observed holiday can be given another day off in lieu of the holiday and it must be scheduled within the same pay week.

Commission sales personnel will be paid for leave (vacation, flex, and holiday) based on an average of the most recent 12 months base salary (if applicable) plus commissions. Total compensation is then divided by the number of hours worked in a year (typically 2080 hours) to determine an average hourly rate.
FLEX TIME

Flex time is designed to offer you flexibility and responsibility in managing your time off. Flex time takes the place of traditional sick time. You are eligible to use flex time after the completion of 90 days of employment. You can use flex time if you or a family member is ill, to observe a religious holiday or to take care of personal business. Please consider the business needs of your location when requesting flex time off.

Flex time must be scheduled and approved by your supervisor prior to taking the time if possible. If the time is being used for an unexpected event, please call your supervisor or the person in charge at least one hour before your designated starting time to report and explain the reason for an unscheduled absence or tardiness. Relatives or friends should not call in for you except in an emergency. Unless otherwise required by state law, employees who are terminated or resign will not be paid for accrued, unused flex time.

Regular, full-time employees will accrue flex time at the rate of 2.46 hours per pay period, to a maximum of 64 accrued hours in a calendar year. A maximum of 40 hours flex time may be carried over into any calendar year.

Regular, part-time employees will accrue flex time based on their hours worked during a pay period. Flex hours will accrue at the rate of .01925 times the number of hours worked in a pay period. Flex hours will not count as hours worked for benefit time accrual. A maximum of 20 hours may be carried over into any calendar year.
LEAVES OF ABSENCE

Mediacom may grant leaves of absence under certain circumstances. When granting a leave of absence, Mediacom will comply with all applicable state and federal laws including the Family and Medical Leave Act.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

Please contact your manager as soon as you become aware of the need for a family or medical leave. The following is a summary of the relevant provisions. Additional information will be provided when a leave is requested.

- Eligible Employees: All employees with at least 12 months of service and who have worked at least 1,250 hours during the 12 month period preceding their request will be eligible for coverage under FMLA.
- FMLA Leave: FMLA allows up to 12 work weeks of unpaid leave in any rolling 12-month period for a serious health condition of the employee, the employee's spouse, child or parent; or for birth or adoption of a child or the placement of a child for foster care. Written medical documentation and a completed request form must be submitted to your Human Resources Department for approval prior to the leave. All accrued but unused flex and vacation time will be used at the beginning of leave, running concurrently with FMLA leave.
- FMLA Procedures: When you seek FMLA leave, you must call The Hartford, our FMLA and Disability Program Manager. You will be notified within two (2) business days of your rights under the FMLA. You are solely responsible for returning appropriate documents to The Hartford within the specified time or leave will not be recognized. A return to work date must be included in the documentation. If the dates are changed or extended by the physician, you must call in advance to notify The Hartford. In addition to filing your claim with The Hartford, you should notify your supervisor and your local human resources office of the need for leave.
- Health Plan and Insurance Coverage: During FMLA leave, Mediacom will continue the employee's coverage under the group health plan on the same terms and conditions as are otherwise in effect. You will be required to continue to pay your portion of the premium. If you fail to pay, your coverage will be canceled.
- Job Reinstatement: Unless your job has been eliminated or changed while you are on leave, upon your return from Family and Medical Leave, you will be restored to your original or an equivalent job position with equivalent pay, benefits and other employment terms. You will not accrue vacation or flex benefits while on Family and Medical Leave.
- Any of the following acts or omissions by an employee during a leave of absence (STD, LTD, FMLA, bereavement or military leave) may be considered acts of voluntary resignation: Failure to notify Mediacom of availability for work when the reason for the leave no longer exists; failure to return to work when the leave expires; extending the leave of absence beyond the maximum time allowed without approval; failure to return appropriate documentation in specified time; reporting for work with another company; applying for unemployment insurance benefits; starting another business; or failure to provide appropriate verification of the reason for the leave.
PERSONAL LEAVE OF ABSENCE

Occasionally employees may find they are in need of time off for compelling personal reasons or they are not eligible for federal (FMLA) leave or state mandated leaves. Mediacom will consider requests for unpaid leave for personal reasons including reasons qualifying for Family and Medical Leave but extending beyond the maximum periods allowed for that leave. Requests will be reviewed on an individual basis and will be granted only upon the demonstration of a compelling need. Approval of leave will be based on management discretion, the reason for the leave, business constraints and whether the employee is in good standing. A written request must be submitted.

We will not make any commitment to hold your position open while on leave. You may request a leave if you are a full-time or part-time employee and have completed at least six (6) months of employment. You must first use any available vacation and flex time. You will not accrue benefit hours toward vacation or flex time and you will not be paid for Company observed holidays during leave. The maximum personal leave of absence shall be 30 days.

Additional leave extensions shall be considered only under extraordinary circumstances and then only if the employee requests such extensions in writing prior to the termination of the original leave of absence. Extensions are not guaranteed and will be governed by Mediacom’s willingness to accommodate such a request.

Mediacom will continue healthcare and insurance coverage during the approved leave provided you continue to pay the employee portion of the premium.

Prior to the beginning of the leave, a return-to-work date should be set. Mediacom will consider the employee’s failure to return to work on the specified date as a voluntary resignation of employment unless an extension has been requested and approved.

Upon termination of the leave, you may be returned to the same or comparable position if this is consistent with the company’s business needs. Again, there is no guarantee to hold your position open.

If at the expiration of an approved leave of absence, you fail to return to an available position; your inactive leave of absence status shall be terminated. You then have the option of continuing health insurance at your expense in accordance with COBRA provisions. Of course, this will not adversely affect any open, active Workers’ Compensation or Long Term Disability claims.
WORKERS’ COMPENSATION

Mediacom provides workers’ compensation insurance to protect you from the loss of income and the medical expenses associated with on-the-job injury or illness.

To ensure that you receive these benefits, you must report all work-related accidents or illnesses to your supervisor immediately no matter how minor. Failure to report injuries or accidents immediately may result in your claim being denied. Your supervisor will assist you in completing the necessary forms. If your injury is severe enough to require you to be off longer than the day of injury, you may use vacation or flex leave until our workers’ compensation carrier begins to pay lost wages. The initial period and percentages of wages paid varies from state to state.

It is your responsibility to inform your supervisor of the status of your condition and when you expect to return to work. You are required to provide a copy of the Physicians Report regarding instructions for time off or light duty assignments.

You will not be allowed to return to work without a release from your physician. If you return with a limited release for work (light duty), your supervisor will assign work that is compatible with the physical limitations as prescribed by your physician if such work is available. Mediacom will recognize 30 days of light duty. After 30 days, management will determine if an extension of light duty work can be accommodated based on availability of light duty work and your restrictions.

When your leave ends, you will be returned to the same or a similar position. Should your injury require you to be off work for a longer period of time than allowed under FMLA or the approved Personal Leave period, you will be terminated from the leave of absence-inactive status. You will then have the option to continue health insurance at your own expense through COBRA and your position may be filled. Of course, this will not adversely affect any open, active Workers’ Compensation or Long Term Disability claims.

Employees who fail to comply with any aspect of this policy will receive an administrative termination.
BEREAVEMENT LEAVE

If you wish to take time off due to the death of an immediate family member, you should notify your supervisor as promptly as possible.

Mediacom defines “immediate family” as your spouse, child, sibling, aunt, uncle, parent, grandparent or grandchild; your spouse’s parent, child, sibling, aunt, uncle, grandparent or grandchild; or your child’s spouse. These designations will also apply to same sex partners and common law spouse (in the respective states that recognize such relationships).

Regular, full-time and regular, part-time employees may take up to three (3) days of paid bereavement leave per incident, calculated on the base pay that they would otherwise have earned. Bereavement leave will not be considered as hours worked for the calculation of overtime.

Any employee may, with their supervisor’s approval, use any available vacation and/or flex time for additional time off as necessary and reasonable in connection with such bereavement. Bereavement days should typically be taken immediately before or after the funeral.

PREGNANCY DISABILITY LEAVE

Maternity/Pregnancy leave entitles pregnant employees to the same leave and benefits granted to employees with temporary medical disabilities and will be managed in the same way. California employees should contact their Human Resources Department concerning additional benefits available according to California State Law.

MILITARY LEAVE

With respect to military leave, Mediacom will comply with the Uniformed Services Employment (federal or state), Reemployment Rights Act of 1994 and any other applicable laws and regulations. Any leave of absence must coincide with your enlistment. The leave will be granted for a maximum of five years or as otherwise provided by law.

Paid time off benefits will cease to accrue until your return. Insurance coverage will not continue during a military leave of absence exceeding 30 days. However, your position, seniority and benefit eligibility will be protected during such leave provided you seek reinstatement to active employment with the company upon return from active military duty.
MILITARY RESERVE LEAVE

The Company will comply with the law in recognizing an employee’s obligations to perform military reserve duty. A military reserve leave will be granted for any state or organized reserve of the U.S. Armed Forces to fulfill his or her obligations for reserve duty.

Regular, full-time and regular part-time employees who have completed six (6) months of service will be paid the difference between the reserve duty pay and straight time wages for a maximum of two weeks (14 calendar days) within a calendar year. For any leave that extends beyond two weeks but is less than 30 days, the employee will be placed on a “Personal Leave” to cover the balance.

Questions regarding any type of leave should be directed to your Human Resources Department.

JURY LEAVE

You are encouraged to fulfill your civic responsibilities by serving on a jury or appearing as a witness as requested by legal process in cases to which you are not a party. Mediacom expects regular, full-time and regular, part-time employees to fulfill their duties as citizens of their communities.

With notice given by the second workday following receipt of a notice to report for jury service, an employee serving jury duty will be paid their regular wages to a maximum of ten (10) days. The employee will be expected to report to work daily when released from jury duty or selection and to provide proper documentation from the court. Please give your immediate supervisor a copy of the subpoena, jury certificate or court order.

You may use available flex and vacation time for compensation during jury duty in excess of the 80 hours leave covered by this policy. Insurance benefits and holiday pay will remain in effect during jury duty and benefit accruals will continue.

TIME OFF TO VOTE

You are encouraged to fulfill your civic responsibility to vote. If you are unable to vote in state or national elections during off-duty hours, you may, with your supervisor's prior approval, be granted up to two (2) hours of paid leave to do so. You should inform your supervisor of this well in advance of Election Day.
EDUCATION ENRICHMENT PROGRAM

Mediacom offers regular, full-time employees with one (1) full year of service, financial assistance to enhance their current positions and improve their prospects for promotions up their normal career path. Employees will be eligible for reimbursement of tuition, enrollment fees, and textbooks for career-related undergraduate degree programs, certification programs, and independent courses and seminars that are successfully completed.

Career related means that the training has a direct and specific concentration in skills and disciplines in an employee’s current position or enhances promotability within Mediacom into higher positions in an employee’s normal career path. In addition, such career related training must be pre-approved for eligibility consideration.

Employees are required to sign a request for approval which will obligate the employee to reimburse Mediacom for payments made under this program if the employee voluntarily resigns within six (6) months of receiving funding.

This benefit program is separate from and in addition to the NCTI reimbursement program. Please contact your supervisor or Human Resources Department for more details on this excellent program and information on the application process.

BOOT & JEAN ALLOWANCE

Regular, full-time field personnel are given an allowance toward the purchase of jeans and OSHA-certified boots. Original proof of purchase is required for reimbursement. Allowances are as follows:

- $100 for blue jeans.
- $125 for OSHA certified boots.

Reimbursement will be made quarterly through payroll and upon receipt of paid bills.
BROADBAND SERVICE

All regular, full-time and regular, part-time employees who work a minimum of 20 hours per week will receive complimentary basic and pay cable service after the completion of the benefit waiting period of 60 days provided they reside within a Mediacom service area. As additional services become available, consideration will be given to providing such services to employees at a reduced rate. We may have reciprocal agreements with neighboring systems for eligible employees living outside of Mediacom service areas. Eligible employees who do not reside in a Mediacom system, or do not receive reciprocal consideration may receive partial reimbursement for cable or dish service.

Payment will be made quarterly through payroll and upon receipt of paid bills.

Employees are not permitted to install, service or distribute their own products or services. Complimentary products and/or services are not transferable to friends or relatives. An employee receiving courtesy service must reside at the address receiving the service. Employees that allow unpaid balances to accumulate may have late fees applied or may have privileges deleted.

ON-CALL

Mediacom promotes premier service to all of our customers by providing quick response to equipment failure and outages. Therefore, it is necessary for certain employees to be available to meet customer needs 24 hours a day, seven (7) days a week. Requirements for on-call duty vary by local department or system. An employee on-call must:

- Carry a pager/telephone at all times during the designated on-call period and drive a Company vehicle.
- Be prepared to perform your duties based on the standards set by each department and as outlined in our Drug and Alcohol Policy.

This assignment will rotate among qualified employees. Local practice may differ to meet the needs where rotation is either unnecessary or impractical.

On-call pay is a fixed amount that is added to your base wage for the week you are assigned to be “on-call”.

- $20/day for the primary person on-call.
- $14/day for the secondary person on-call (if system requires additional support).
- Plus applicable hourly wage if called into work.
NCTI COURSES

Mediacom encourages and supports the professional development of its employees by funding specific industry education that will increase their effectiveness and contribution toward the achievement of Company goals. Therefore, Mediacom will offer tuition, registration and any book fee reimbursement for approved NCTI (National Cable Television Institute) courses.

Advanced tuition fees will be deducted from your paycheck. Upon satisfactory completion (passing grade), reimbursement will be made for all previous deductions. If the course is not completed within one year from the date the course is purchased or employment is voluntarily terminated while taking a course, you must reimburse Mediacom for the cost of the course. The Company may deduct such expenses from your pay or final check unless prohibited by applicable state or federal law.

The Company also encourages cross training. Therefore, customer service representatives will be allowed to take basic NCTI courses such as the class for “non-technical” personnel. Courses must represent training for your present position or for purpose of advancement within your field.

In addition to reimbursement for tuition, registration and books, Mediacom is pleased to reward those who successfully complete an NCTI course by increasing their hourly base rate by 25¢ (up to $520 per course, per year). The 25¢ increase will be limited to two (2) courses per calendar year. If you are near the maximum for your pay grade (25¢ or less), you will receive the hourly base rate adjustment only to the maximum of your grade. The balance will be paid as a lump sum. If you are over the maximum for your pay grade, you will receive the adjustment as a lump sum in lieu of the hourly base rate increase. This will also be limited to two (2) courses per calendar year.

Please contact your Human Resources Department for information and forms on the approval process.

EMPLOYEE REFERRAL PROGRAM

Mediacom is always looking for employees who will add value to our company. You may know of a person who could be interested in embarking on a career with us. We feel that an employee’s recommendation is important. Therefore, we offer an “employee referral” bonus. If an active employee refers an applicant who successfully completes their 90 day Orientation Period, Mediacom will award a bonus to the referring employee, payable in your next paycheck. Please contact your Human Resources Department for the appropriate referral form which must be completed and approved prior to the referent beginning employment. Also, please keep in mind our commitment to Equal Employment Opportunity.
HEALTH CARE

Medical coverage is the most important part of your benefits program because it protects you and your family from financial loss or hardship if you become ill or injured. It is also the most expensive benefit any company provides employees. While Mediacom pays the major portion share of this coverage, you will be required to make a contribution toward this benefit. Mediacom’s plan is administered by Empire BlueCross BlueShield.

This section is intended to give you some highlights of the plans we offer. Please refer to your Summary Plan Description (SPD) for specifics.

MEDICAL

Who is eligible?

You are eligible to participate in this plan if you are a regular, actively working, full time employee working 37 1/2 or more hours per week.

Your eligible dependents may also participate. Eligible dependents include your:

- Legally married spouse.
- Children up to the age of 26. These include the employee’s or legal spouse’s dependent children, including children who are subject of a court order that requires the employee to provide health insurance for the children. This also includes children legally placed for adoption and stepchildren.
- Same sex partners and their dependent children (as allowed by the plan).
- Common law spouses and their dependents (restricted to those states that recognize such relationships).
- Unmarried disabled dependent children age 26 or older. An unmarried disabled dependent child may maintain coverage under the employee’s membership provided that the child is either mentally or physically disabled so as not to be able to earn his or her own living on the date he or she would normally lose eligibility under the employee’s membership.

When does coverage begin?

If you are an eligible employee, coverage will begin on the first of the month coinciding with or next following 60 days of employment.

Newborn children will be covered without interruption if you have enrolled the child for coverage during the 30 days after birth.

What plans are offered?

Mediacom offers a medical insurance program with three (3) options designed to provide high-quality health care at a reasonable cost. As an eligible employee, you may choose from three self-insured medical plan options administered by Empire BlueCross BlueShield.
1. **Preferred Provider Organization (PPO):** The PPO program allows you to choose between “in-network” and “out-of-network” providers each time you require care. If you choose “in-network” providers, your cost sharing will be lower than if you go outside the network. The PPO has an in-network deductible as well as an out-out-network deductible. If you go to a doctor within the PPO network, you will pay a co-payment. Additional services, such as laboratory and radiology will apply to the in-network deductible. Once the in-network deductible has been met coinsurance will apply.

If you go to a doctor outside of the PPO network, you will need to meet the deductible and pay coinsurance based on higher charges. In addition, you may need to pay the difference (if any) between what the provider charges and what the plan will pay.

2. **Value Preferred Provider Organization (VPO):** The VPO program allows you to choose between “in-network” and “out-of-network” providers each time you require care. If you choose “in-network” providers, your cost sharing will be lower than if you go outside the network. The VPO has an in-network deductible as well as an out-out-network deductible. If you go to a doctor within the VPO network, you will pay a co-payment. Additional services, such as laboratory and radiology will apply to the in-network deductible. Once the in-network deductible has been met coinsurance will apply.

If you go to a doctor outside of the VPO network, you will need to meet the deductible and pay coinsurance based on higher charges. In addition, you may need to pay the difference (if any) between what the provider charges and what the plan will pay.

3. **Exclusive Provider Organization (EPO):** The EPO program offers in-network benefits only, there is no coverage if you use a doctor or hospital not participating in the network. If you go to a doctor or facility within the network, you will pay a co-payment. The EPO has an in-network deductible. Additional services, such as laboratory and radiology will apply to the in-network deductible. Once the in-network deductible has been met coinsurance will apply.

The specific terms of coverage, exclusions and limitations are contained in the SPD which can be obtained from your Human Resources Department.

**Deductibles, Co-Pays, Out of Pocket Maximums**

Each of the plans Mediacom offers will contain specific and different requirements for each of these items. Please refer to your plan document for detail.

The deductible is the amount of covered expenses you must pay during each year before the plan will consider expenses for reimbursement. Again, this is based on the plan you choose. The individual deductible applies collectively to each covered person. The family deductible applies collectively to all covered persons in the same family.
Co-payment percentages represent the portions of covered expenses paid by you and by the plan after satisfaction of any applicable deductible. These percentages apply only to covered expenses which do not exceed usual and customary charges. You are responsible for all non-covered expenses and any amount which exceeds the usual and customary charge for covered expenses.

An Out-of-Pocket maximum is the maximum amount of covered expenses each covered individual must pay during the year, excluding deductible, before the copayment percentage of the plan increases. When a covered person reaches the out-of-pocket maximum, the plan will pay 100% of additional covered expenses for that individual during the remainder of that year.

Changing Your Medical Coverage

Generally, you may make membership changes (for example, change from an individual membership to a family membership) only if you have a change in family status such as:

- Marriage or divorce.
- Birth, adoption or change in custody of a child.
- Death of an enrolled spouse or dependent child.
- The loss or gain of an enrolled dependent’s eligibility under the employee’s membership. For example, when a dependent child turns age 26, his or her coverage ends under the employee’s membership. If you experience a life event, please contact your local Human Resources Department within 30 days to make the change in your coverage. If you do not change your coverage within 30 days of the life event, you must wait until the next annual enrollment period.

MENTAL HEALTH and SUBSTANCE ABUSE

Mediacom offers assistance for mental health and substance abuse benefits through Empire BlueCross BlueShield. Empire is dedicated to providing the resources you and your covered dependents need to make wise decisions should you require assistance. We encourage you to contact Empire when you need help or information on any of the following:

- Referrals to a mental health or substance abuse provider to obtain the maximum benefit coverage.
- Pre-authorization of mental health and substance abuse care.
- Emergency assistance around the clock.
- General information about the program, eligibility, benefits and specific services.
PRESCRIPTION COVERAGE

The prescription drug plan is a program administered by CVS/Caremark. This benefit is offered to eligible employees that choose medical coverage. You have two options for obtaining your prescription drugs: through a participating pharmacy or by mail.

Mediacom has developed a three-tiered plan for prescription coverage. Your co-payment amount for prescriptions differs based on whether the drug is generic, brand formulary or brand non-formulary. Obviously, generic drugs have the lower co-pay. If you choose to utilize the mail order prescription option for maintenance type drugs, the co-payment for a 90-day supply will be double the co-pay cost.

The plan provides benefits for covered drugs and supplies when prescribed by your physician for use out of the hospital or another health care facility. When you buy your drugs or supplies, the pharmacist will give you a generic equivalent of the prescribed drug whenever allowed. Brand-name drugs will be used if there are no generic equivalents. Or, Brand-name drugs will be used if the physician orders the drug to be dispensed in that form only.

Note: Certain drugs need pre-certification or may have quantity limits. The pharmacy will tell you if your drug needs prior approval.
DENTAL

Getting the protection you need against dental expenses shouldn’t be difficult or expensive. That’s why Mediacom offers you the option to obtain dental coverage at very affordable rates.

Dental coverage is a separate plan from medical coverage. You can enroll in the dental plan even if you waive medical coverage.

Who is eligible?

You are eligible to participate in this plan if you are a regular, actively working, full time employee working 37 1/2 or more hours per week.

Your eligible dependents may also participate. Eligible dependents include your:

- Legally married spouse.
- Unmarried children up to the end of the year they turn 19 provided they depend on you for their principal financial support. These include the employee’s or legal spouse’s dependent children who: live with the employee or the spouse on a regular basis; or qualify as dependents for federal tax purposes; or are subjects of a court order that requires the employee to provide health insurance for the children. This also includes children legally placed for adoption and stepchildren.
- Unmarried children between the ages of 19 and 23 who are full-time students and who depend on you for principal financial support (Note: you must provide annual verification of full-time student status).
- Same sex partners and their dependent children (as allowed by the plan).
- Common law spouses and their dependents (restricted to those states that recognize such relationships).
- Unmarried disabled dependent children age 19 or older. An unmarried disabled dependent child may maintain coverage under the employee’s membership provided that the child is either mentally or physically disabled so as not to be able to earn his or her own living on the date he or she would normally lose eligibility under the employee’s membership.

When Coverage Begins

If you are an eligible employee, coverage will begin on the first of the months coinciding with or next following 60 days of employment.
Changing Your Dental Coverage

Generally, you may make membership changes (for example, change from an individual membership to a family membership) only if you have a change in family status such as:

- Marriage or divorce.
- Birth, adoption or change in custody of a child.
- Death of an enrolled spouse or dependent child.
- The loss or gain of an enrolled dependent’s eligibility under the employee’s membership. For example, when an unmarried dependent child turns age 19 or when a full-time student dependent turns age 23, his or her dental coverage ends under the employee’s membership.

If you experience a life event, please contact your local Human Resources Department within 30 days to make the change in your coverage. If you do not change your coverage within 30 days of the life event, you must wait until the next annual enrollment period.

Types of Services

Dental services are divided into four types of service: Preventative, Basic Restorative, Major Restorative and Orthodontia.

One of the benefits of Mediacom’s dental program is freedom of choice of dentists. You can select any dentist you want.

However, your dental program’s real advantage is the large network of participating dentists. These dentists stretch your benefit by accepting the provider’s usual, customary and reasonable (UCR) calculations as payment in full with the exception of co-pays and deductibles. Using an in-network dentist can limit your out-of-pocket cost.

Deductible, Co-Payments, Out-of-Pocket Max

Each of the plans Mediacom offers will contain specific and different requirements for each of these items. Please refer to your Summary Plan Description for detail.

The deductible is the amount of covered expenses you must pay during each year before the plan will consider expenses for reimbursement. Again, this is based on the plan you choose. Some plans may not have a deductible if there is no out-of-network coverage. The individual deductible applies collectively to each covered person. The family deductible applies collectively to all covered persons in the same family.

Co-payment percentages represent the portions of covered expenses paid by you and by the plan after satisfaction of any applicable deductible. These percentages apply only to covered expenses which do not exceed usual and customary charges. You are responsible for all non-covered expenses and any amount which exceeds the usual and customary charge for covered expenses.

An Out-of-Pocket maximum is the maximum amount of covered expenses each covered individual must pay during the year, excluding deductible, before the copayment percentage of the
plan increases. When a covered person reaches the out-of-pocket maximum, the plan will pay 100% of additional covered expenses for that individual during the remainder of that year.

**SHORT TERM DISABILITY (STD)**

Mediacom’s STD Plan provides income protection when you are unable to work. STD benefits are payable for non-work related illness or injury for a maximum of 25 weeks. You are not required to contribute to the cost of this coverage.

You are eligible for coverage under the STD plan if you are a regular, full time employee working 37 1/2 hours or more per week. Coverage becomes effective on the first of the month following 60 days of employment.

- Benefits will begin once the elimination period has been completed. The elimination period is seven (7) calendar days of continuous disability.
- The plan provides 66 2/3% of your basic weekly wages, to a maximum of $2,500 per week.
- The company will pay the employee for the elimination period through the use of accrued benefit time (vacation or flex). If there is no time available, the elimination period will be unpaid. Benefits will begin on the eighth day of disability.
- Time off under the short-term disability plan will coincide with FMLA time.

The short-term disability benefits payable under the company-sponsored plan will be coordinated with state mandated benefits where applicable. The state mandated benefits are primary.

**How STD Affects Other Benefits**

While you are disabled, you may receive benefits from other company benefit plans as outlined below.

- Health Care Benefits: If you were covered by the medical plan, you and your eligible dependents may continue to receive health care coverage for the length of time approved for short term disability provided you pay Mediacom the employee portion of the premium.
- Company Paid Life Insurance: Your Company paid life insurance will continue for the length of time approved for short term disability.
- Supplemental Life Insurance: If you elected to receive supplemental life insurance, this coverage will continue for as long as you make payments for this protection.
- Vacation/Flex time: While on approved leave, vacation and flex time accrual will be suspended. However, accrued benefit time will not be lost except to fill elimination period.
- 401(k) Plan: If you are a member of the company 401(k), contributions will be suspended while on disability.
Participation in the (STD) plan ceases upon the earliest of:

1. The date you terminate employment; or
2. The date you cease to be eligible; or
3. The date the Plan terminates.

Please contact your Human Resources Department or refer to your SPD for more detail.

LONG TERM DISABILITY (LTD)

Mediacom also provides LTD coverage at no cost to you. We have taken steps to provide income protection for you and your family.

You are eligible for coverage when you are a regular, full time employee working 37 1/2 hours or more per week. Eligibility for coverage becomes effective on the first of the month following 60 days of employment.

- LTD benefits begin when you have been disabled for more than 180 days or on the date your insured STD payments end, whichever is later. You must be continuously disabled through the 180 day elimination period. You disability will be treated as continuous if it stops for 30 days or less during your elimination period. The days that you are not disabled will not count toward your elimination period.
- Receipt of STD benefits does not automatically mean you will receive LTD benefits.
- The benefit provides 60% of basic monthly wages to a maximum of $7,500 per month less other income benefits such as Social Security, Worker’s Compensation, etc.
- Initially, you are considered disabled if you are unable to perform the material duties of your regular occupation. After 24 months, disability benefits will continue if you are unable to perform the duties of any occupation in which your education, training or experience would reasonably allow.

How Disability Affects Other Benefits

While you are disabled, you may receive benefits from other company benefit plans as outlined below.

- Health Care Benefits: If you were covered by the medical plan, you and your eligible dependents may continue to receive health care coverage through the provisions of COBRA.
- Company Paid Life Insurance: Your company paid life insurance will cease. You may be eligible for a “Waiver of Premium” and a “Conversion Provision.”
- Supplemental Life Insurance: Your supplemental life insurance will cease. You may be eligible for a “Waiver of Premium” and a “Conversion Provision.”
- Vacation/Flex Time: Unused accrued vacation time will be paid out with your final paycheck. Unused flex time is forfeited at termination.
• 401(k) Plan: If you are a member of the company 401(k), you will be given options to rollover or take a distribution of your vested amount.

• Status: Your employment with Mediacom will no longer be protected and Mediacom will proceed with filling the position if business needs require. You may re-apply with Mediacom in the future though no guarantee of a position will be provided.

Please contact your Human Resources Department or refer to your SPD for more detail.

FLEXIBLE SPENDING ACCOUNTS

The Flexible Spending Account (FSA) is a tax-free savings plan to help individuals pay for out-of-pocket health, dental and dependent care expenses. The employee makes a contribution to a Flexible Spending Account, just like you would to a savings account, via pre-tax payroll deductions. After you pay for an eligible out-of-pocket expense, a tax-free reimbursement check may be requested from the account. In providing these tax advantages, the IRS places limits on such programs including the necessity to reenroll each year.

Health Care Spending Account

Out-of-pocket health expenses not covered by Mediacom’s medical and dental plans are eligible for reimbursement through the Health Care Spending Account. Examples of eligible expenses include deductibles, co-insurance, office visit co-payments, prescription drug co-payments, costs of purchasing eyeglasses, etc. For more information about eligible expenses, please refer to IRS Publication 502.

Participation in the Health Care Flexible Spending Account is completely optional. If you choose to participate, you can make pre-tax contributions to an annual maximum of $2,500.

Unused contributions up to $500 can be carried over to the following plan year. The Plan Administrator will allow you to submit bills up to three months following the end of the year for expenses from the previous year.

Dependent Care Spending Account

The Dependent Care Spending Account assists in funding eligible childcare expenditures and certain costs associated with the care of a dependent child, spouse or parent. Examples of expenses eligible for the Dependent Care Spending Account include care that is provided:

• Inside or outside the home by anyone other than a spouse, a dependent claimed on his or her income tax return, or a child under age 13.
• In a day care center or a child care center.
• By a housekeeper whose services include, in part, providing care for an eligible dependent.
• Before and after school programs for children up to age 13.

If you choose to participate, you can make pre-tax contributions up to an annual maximum of $5,000.
Unused contributions cannot be carried over to the following plan year and will not be reimbursed. The Plan Administrator will allow you to submit bills up to three months following the end of the year for expenses from the previous year.

**BASIC LIFE and ACCIDENT INSURANCE**

Mediacom provides life and accident insurance to protect you and your family against serious financial problems that can occur in case of serious injury or death.

You are eligible for coverage if you are a regular, full time employee working 37 1/2 hours or more per week. Coverage becomes effective on the first of the month following 60 days of employment.

You must complete a benefit enrollment form which will include beneficiary information.

If you elect additional life coverage and/or dependent life coverage, you must complete an enrollment form within 30 days of the time you become eligible to elect coverage.

**Basic Life Insurance and Voluntary Supplemental**

For Employee: Company Paid Basic Life is one times (1x) base annual salary rounded to the next higher $1,000 up to $500,000. Supplemental Life may be purchased in $10,000 increments up to a maximum of six times (6x) your salary or $750,000. The guarantee issue limit is three times (3x) your basic annual earnings up to $250,000. This guarantee is only available if you elect supplemental life in your initial 30 days of eligibility.

For Your Spouse: You may buy supplemental life coverage in increments of $10,000 up to a maximum of $150,000. The guarantee issue limit is $30,000. This guarantee is only available if you elect supplemental life in your initial 30 days of eligibility.

For Your Child(ren): You may buy life coverage in amounts of $5,000 or $10,000 for children from 6 months to age 19 (23 if full time student). The benefit limit for ages 15 days to six (6) months is $500.
**Basic AD&D Insurance**

Accidental Death and Dismemberment insurance provides employees with a benefit for death or specific injuries caused by an accident.

For Employee: Company paid AD&D is one times (1x) your base annual salary rounded to the next higher $1,000 up to a maximum of $500,000.

When employment ends, you may continue your basic and voluntary insurance (with limits) by converting to an individual policy under the conversion provisions or exercising your right to portability and paying your premium directly to the insurance company.

**EMPLOYEE ASSISTANCE PROGRAM**

Frequently, questions and problems come up from time to time and there is nowhere to turn. Mediacom offers an employee assistance program to all regular and part time employees which can offer a comprehensive resource available to you and your family, 24 hours a day, seven days a week, 365 days a year. The EAP offered through Guidance Resources can help you address workplace stress, family issues, financial and legal questions, addiction and recovery and emotional health. Guidance Resources can be contacted by calling 1-800-327-1850.
401(k) PLAN

In keeping with its commitment to a long-range retirement program, Mediacom has established an employee directed benefit plan through Wells Fargo in accordance with Section 401(k) of the Internal Revenue Code.

When am I eligible?

- Must be 18 years or older.
- Must be a regular, part-time or regular, full-time employee; not seasonal or temporary.
- You must have completed six (6) months of service if you are a full-time employee and 1,000 hours if you are a part-time employee.

Pre-Tax Salary Deferral Contributions

The contributions you make to your 401(k) Plan are tax-deferred. That means you do not pay income taxes on this money until you take it out of your account, usually at retirement. You can contribute up to the annual maximum contribution limit established by the IRS.

Company Matching Contributions

Mediacom’s contribution on your behalf equals 50% of your contribution up to the first 6% deferred. You may roll over contributions from other qualified retirement plans or eligible IRAs if allowed under Section 401(k). At any time you may raise, lower, stop or re-start salary deferrals simply by contacting Wells Fargo.

Vesting

Vesting means ownership.

Your contributions are immediately 100% vested (owned by you).

Mediacom’s contributions will be vested as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vested Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than</td>
<td>10%</td>
</tr>
<tr>
<td>1 year</td>
<td>20%</td>
</tr>
<tr>
<td>2 years</td>
<td>40%</td>
</tr>
<tr>
<td>3 years</td>
<td>60%</td>
</tr>
<tr>
<td>4 years</td>
<td>80%</td>
</tr>
<tr>
<td>5 or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

Upon termination of employment, total/permanent disability or death, the total vested balance will be distributed to you or your estate.
Loans

Your 401(k) Plan is designed to help you save for your retirement. Although it is best to keep this money building in your account, there may be times you need to access your money before you retire.

You can take a loan from your vested account balance. If you take a loan from your account, you:

- Can borrow up to 50% of your vested account balance, up to a maximum of $50,000.
- Must borrow a minimum of $1,000.
- Have up to five (5) years to repay your loan through automatic payroll deductions.
- Can have three (3) outstanding loans at a time (but you may only have two outstanding loans within a 12 month period.)
- Pay interest on your loan, but that interest goes into your account.

Investment Options

There are several options which differ in the amount of risk and reward potential.

You may change the investment direction or make transfers of investment funds at any time through Wells Fargo’s 24-hour account access line or via the Internet. Mediacom does not provide investment advice.

Hardship Withdrawals

If you exhaust all other means to borrow or withdraw money, you may be able to withdraw money that you have contributed to your account. If you have no other sources of money, you may be able to take a hardship withdrawal to pay for the following:

- The purchase of your primary residence.
- Rent or mortgage to avoid eviction or foreclosure.
- Major medical expenses.
- College tuition.

Federal tax rules generally require that 20% of your withdrawal be withheld. However, this mandatory withholding requirement does not apply to your tax deferred contributions. Your total withdrawal may also be subject to state income tax and a 10% early withdrawal penalty. You may not make contributions to your 401(k) account for at least 12 months after you take a hardship withdrawal.

This is only a brief description of your 401(k) plan. Please contact your Human Resources department for more information.
COBRA: CONTINUATION OF HEALTH INSURANCE BENEFITS

You may elect to continue your health insurance coverage after departing Mediacom. Such continuation is at your expense and is provided for under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985. You must decide whether or not to continue coverage within 60 days of being notified of your rights. Generally, coverage may continue for up to 18 months following termination of employment. Coverage will be available for your spouse and dependent children. Your eligible dependents have the right to remain covered by the Mediacom plan if they lose coverage because of (a) your death; (b) divorce or legal separation; (c) your qualification to receive Medicare; or (d) a dependent child’s loss of “dependent” status under the plan. If events (b) or (d) above occur, you or your spouse must notify the Human Resources Department within 30 days of the event in order for your spouse or child to be eligible for continued coverage.

If you are terminated for gross misconduct you will be ineligible for continued coverage.
ACKNOWLEDGMENT OF RECEIPT, UNDERSTANDING AND COMPLIANCE OF EMPLOYEE HANDBOOK

This handbook is a guide to your employment relationship with Mediacom. It is not intended to be, and should not be thought of a legal document. It is not a promise of benefits or a contract of employment.

As employee benefits and human resources policies evolve, changes to this handbook will be required. When this occurs, you will have the responsibility for updating your personal copy.

In case of a difference between what is stated here and the governing policies and legal plan documents, the policies and legal documents will govern. Mediacom reserves the right to amend or change benefits and policies at any time and without notice.

This handbook supersedes all previous editions. If you have any questions about the contents of the handbook or any element of your employment status at Mediacom, please speak with your supervisor. You may also consult your system, department or facility manager and naturally, our Human Resources Department.

Please sign below that you have received the attached Mediacom Employee Handbook and agree to review and abide by the policies as explained therein. Unless you are a party to a signed employment agreement with Mediacom, with a fixed duration, you understand and acknowledge that you are an “at will” employee. This means that, according to law, you may resign or Mediacom may terminate your employment at any time without notice or explanation. Except in the event of termination for cause, you understand that it is Mediacom’s practice to furnish two (2) weeks’ notice of separation from employment and that you are expected to do the same.

Employee Name:

Employee’s signature:

Date signed: