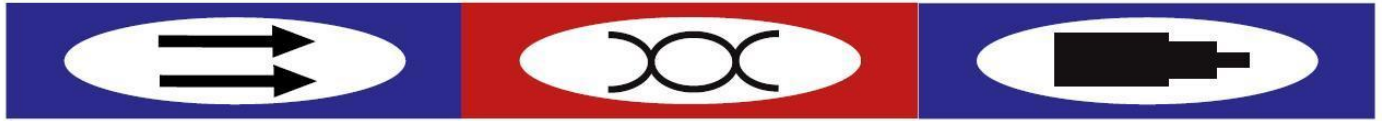


Clawson Communications Inc.



2023 Employee Manual

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WELCOME

Welcome to Clawson Communications, Inc. We are proud to have you as part of our company. We offer you the opportunity to learn about the ever changing, exciting, communications industry.

COMPANY HISTORY

Clawson Communications, Inc. was incorporated on July 1, 1984, as a communication installation facility. We are a family-owned, subchapter S Corporation. Our goal here at Clawson Communications, Inc. is to provide the customer with excellent service and quality of workmanship at a fair price. Your duties as an employee of the company are derived directly from that goal.

INTRODUCTION

We have written this handbook to help our employees achieve this goal. The policies in this handbook are intended to give all employees a common understanding of their entitlements and obligations to and from the company. They are designed to help all employees have a common understanding and to help avoid misunderstandings as it relates to employment. This employee handbook is not intended to be an exhaustive list of company rules, regulations, and policies. The company does reserve the right to modify its rules, regulations, and policies, as it deems necessary.

Please read and understand your benefits and obligations as an employee of Clawson Communications, Inc. Every employee is required to comply with each of these rules, regulations, and policies discussed in this handbook, as well as any other rules, regulations, and policies adopted by the company in the exercise of its right to manage the business. A violation of the company's rules, regulations, and policies may result in disciplinary action up to and including discharge of the employee.

This handbook is not a contract and is not intended or considered to be a contract for employment. Nothing contained in this handbook should be construed as a guarantee of continued employment. Employment with the company is on an at-will basis. This means the employment relationship may be terminated at any time by either the employee or the company for any reason not expressly prohibited by law. Any written or oral statement to the contrary by a supervisor, corporate officer or other agent of the company is invalid and should not be relied upon by any prospective or existing employee. Clawson Communications, Inc. is an equal opportunity employer. It is our intention at Clawson Communications, Inc. to remain without union affiliation.

SCHEDULE / ATTENDANCE

Clawson Communications, Inc. workweek will begin 12:00 a.m. Saturday and will end 11:59 p.m. Friday. Work will begin at the time specified by your supervisor. Start time may vary depending on workload. It is the employee's responsibility to find out your starting time and reporting place each day.

All employees should be at their job site and ready to work at the time appointed by your supervisor. Tardiness will not be tolerated. If you will not be at work, or you will be late, you need to contact your supervisor and your Project Manager/Superintendent to inform us of this. Failure to call will result in disciplinary action up to and including termination. Employees are permitted to miss six (6) days of work per year except in extreme cases of illness or hospitalization. These sick days will not be compensated by the company. If an employee misses more than six (6) days, they will be disciplined up to and including termination.

Clawson Communications, Inc. is a service company. Employees will be required to work evening shifts, weekends, and overtime during peak periods of business.

The company does not have a designated lunch break time; however, it is our policy that each employee takes time out of their shift for a "lunch break" of 30 minutes. Lunch should be taken at a time that is convenient for the workflow to stop. Lunch breaks will be on the employee's time and will not be compensated. When lunch breaks will be taken is at the discretion of the job supervisor. If for some reason, it is not convenient or appropriate to take a lunch break, please contact your supervisor for approval so you can be compensated for your time.

BICSI INSTALLER PROGRAM

Clawson Communications, Inc. is associated with BICSI, Building Industry Consulting Services International, which sets standards, best practices, and offers training for our industry. As such, we offer a BICSI certification program to all our employees. This will be on a voluntary basis in which you must work for the company for one consecutive year in order to be eligible. Each Installer level course will require a five-day training program and a one-day test that must be passed to obtain certification. There are four BICSI installer courses, as follows:

LEVEL 1 INSTALLER

A Level 1 Installer must have one year of consecutive service with the company. You will be trained and tested in structured premises cabling systems, standards plans and specifications, media characteristics, connectivity, transmission characteristics, grounding, bonding and electrical protection, safety, professionalism, installation preparation, pulling cable, fire stopping, cable termination, cable splicing, testing, troubleshooting, retrofits, and system upgrades. Upon completion of training and passing the tests, the employee will be given a 50-cent per hour raise.

LEVEL 2 INSTALLER – COPPER

A Level 2 Installer must have at least one year of data, video, or voice premises cabling installation experience and/or the applicant has completed the Level 1 Installer course. Training and testing will be similar in scope to a Level 1 Installer but will be much more rigorous with an emphasis on copper cabling. Upon completion of training and passing the tests, the employee will be given a 75-cent per hour raise.

LEVEL 2 INSTALLER – FIBER

A Level 2 Installer must have at least two years of data, video, or voice premises cabling installation experience and/or the applicant has completed the Level 1 Installer course. Training and testing will be similar in scope to a Level 1 Installer but will be much more rigorous with an emphasis on fiber cabling. Upon completion of training and passing the tests, the employee will be given a 75-cent per hour raise.

TECHNICIAN

A Technician must have at least three years of data, video, or voice premises cabling installation experience and completed the Level 1 Installer and Level 2 Copper courses. Training and testing will be similar in scope to a Level 2 Installer but will be much more rigorous and in-depth. Upon completion of training and passing the tests, the employee will be given a \$1 per hour raise.

CEC's

A BICSI certified Installer or Technician must continue to update their knowledge through continuing education. Fifteen hours of continuing education every three years are required to maintain registration status for both parts of Level 2. Eighteen hours of continuing education every three years are required to maintain registration status for Technician Level. Continuing education can be obtained by attending BICSI's Cabling Workshop or other formal education sessions that focus on the installation of telecommunications cabling. Please inquire of your supervisor about CEC opportunities.

Classes will be scheduled according to interest and workload. BICSI mandates that we have a certain number of employees per class. When interest has reached the appropriate level, we will conduct the class. If you are interested in this program, please contact your Project Manager or Superintendent.

Please note that obtaining BICSI certification does not promote an employee into a new job classification. Job promotions will still be based on needs of the company and capabilities of the employee. However, certifications will be needed to get promoted into appropriate job classifications.

Prevailing wage job classifications will be based on our BICSI technician levels. Prevailing wage refers to defined hourly wage rates when working on government contract projects. These wage rates are determined by the US Department of Labor based on skill level and locality of the project.

MANUFACTURER CERTIFICATIONS & BICSI RENEWALS

MANUFACTURER CERTIFICATIONS

In the course of doing business, some customers require manufacturer warranties on the installation of products. These vendors, in turn, require “certified” installers to complete the work.

Most manufacturer certification costs will be covered by the employer. Training candidates will be determined by supervisors and management and will be based on company need and extent of relevance to employee, including field of expertise.

If an employee is trained and becomes a certified installer for any manufacturer and subsequently lets their certification expire, they will be given a written warning, three-day suspension without pay and 30 days to become re-certified at their own expense. If, at that time, they have not completed the requirements they will be terminated.

BICSI RENEWALS

As with the manufacturer certifications, if an employee obtains training and certification in any of the BICSI Installer or Technician courses, the responsibility is that of the employee to ensure that they obtain the required amount of CEC’s to renew their certification within the renewal period.

If an employee is trained and becomes a certified Installer or Technician and subsequently lets their certification expire, they will be given a written warning, three-day suspension without pay and 30 days to become re-certified at their own expense. If, at that time, they have not completed the requirements they will be terminated.

BICSI RETAKES

If an employee does not pass either the written or hands-on exam, they will be allowed one retake at no charge. If more than one retake is required, the employee will be responsible for any fees associated with the additional retake.

TECH LEVEL SUPPLEMENT

Based on our current guidelines, technicians are classified by tech levels. Movement from one tech level to another often necessitates the passing of a BICSI exam. Since the tech levels are tied directly to the range of wages an individual can earn, they are critical to the employee’s livelihood and morale. On occasion, there are employees that are not good at taking test, and therefore struggle to pass the BICSI written exam(s). These individuals often exhibit the ability to understand and perform the BICSI principles in the classroom and in the field. In an effort to avoid holding these individuals back from advancing to higher tech levels, and thus obtaining higher wages, we have developed a supplemental criterion to the Clawson tech levels.

If an individual has struggled to pass the BICSI written exam(s) but passes the hands-on portion of the exam and has shown the ability to perform these tasks in the field, consideration will be given to allow an individual to advance to the next Tech level. If, upon evaluation by this individual’s supervisors, the individual is deemed competent in the tasks of the next Tech level, that individual will be allowed to advance to that level without the BICSI credentials. This is not the preferred path and will not be taken by individuals as an alternative route to BICSI courses. The individual will still need to enroll in the BICSI courses and attempt to pass the written exam. In addition, they must pass the hands-on portion of the course. A minimum of (03) attempts on the written test will be required and at that point an evaluation will be conducted by the individual’s direct supervisors, Project Manager or Superintendent, and others to determine if the technician merits being moved to the next tech level. (Note, the third attempt on the written BICSI exam will be at the cost of the employee as stated above under “BICSI RETAKES”).

This policy is in no way intended to devalue the BICSI courses or minimize the benefit they provide to the communications community. As a cabling company we feel that BICSI is an important part of our industry, and we value it's worth. This policy does provide a viable means of advancement for those who can contribute to the success of our company.

TRAINING

In the course of doing business, there will be times that an employee may need to complete various specialized tasks on a job site. Several of these tasks will require specialized or additional training before an employee may complete these tasks (i.e., the use of MEWP's (Mobile Elevated Work Platforms), Confined Space Entry, the use of powder-actuated tools, operating a forklift, etc.). Clawson Communications, Inc. will provide all required training, training materials, personal protective equipment, etc. for these various tasks.

Some training does require the completion of self-paced online training courses. In the event an employee is assigned to complete any of these types of training courses, the employee will be asked to complete the online training courses on their own time as Clawson Communications, Inc. covers any course fees, scheduled re-certification costs, and compensates employee's time for any classroom or hands-on portions of the training.

Please refer to the Clawson Communications, Inc. Health & Safety Program for more detailed information on any specific program.

TECHNICIAN (DEVELOPMENTAL PERIOD) \$17.00 - \$20.00/HOUR

A Technician (Developmental Period) will be on a 90-day trial period when he/she starts with Clawson Communications, Inc. The employee will be expected to have good attendance, show initiative, and have the ability to follow directions and learn about our industry. A Technician should have the following tools when they start: screw drivers, side cuts, work boots, safety glasses, a hard hat, flashlight, torpedo level, drywall saw, etc. At the end of the 90-day trial period, it will be determined if the Technician will be placed on an extended trial period, be released, or become employed full-time and be eligible for benefits. After completion of the 90-day trial period the employee will be expected to take on more responsibility. These responsibilities include but are not limited to the following: A Technician must be able to pull cable and properly label, terminate, and jack station outlets, cut in caddy fasteners, and perform toning and testing procedures, etc. with little or no supervision. A Technician needs to acquire the following tools shortly after completion of their 90-day trial period: punch-down tool, tone, amplified inductor, etc.

The next step for a Technician (Developmental Period) at Clawson Communications, Inc. is in one of two directions: Time and Material/Systems or Projects. The direction an employee follows will be determined by their supervisors at the time of promotion and will be based on what is most beneficial to the employee and Clawson Communications, Inc. Criteria used to evaluate the area an employee moves towards will include attendance, skills, neatness, organizational skills, dependability, knowledge, safety, etc.

PROJECT TECH III \$20.00 - \$23.00/HOUR

A Project Tech III must be able to perform all tasks of a Technician (Developmental Period). Added responsibilities include, but are not limited to the following: A Project Tech III must be able to run small to medium size voice and data projects through completion including organization, material and labor management, testing, customer satisfaction, etc. A Project Tech III must represent Clawson Communications, Inc. in a professional manner in dealing with its customers. Bringing jobs in within bid parameters should be a high priority. A Project Tech III must have all the tools of a Technician (Developmental Period). Additional tools needed include a power drill, a GFCI extension cord, and fish tape. A Project Tech III must complete the training, pass the test, and maintain certification for the BICSI Level 1 Installer.

PROJECT TECH IV \$23.00 - \$27.00/HOUR

A Project Tech IV must be able to perform all tasks of a Project Tech III. Added responsibilities include but are not limited to the following: A Project Tech IV must be capable of running medium and large projects through completion. A Project Tech IV should be capable of resource management with regards to labor and materials. At this stage, a Project Tech IV should be concerned with maximizing profits on their projects and should be able to run multiple projects concurrently. A Project Tech IV must complete the training, pass the test, and maintain certification for the BICSI Level 2 Installer Copper.

PROJECT TECH V \$27.00 - \$35.00/HOUR

A Project Tech V must be able to perform all tasks of a Project Tech IV. Added responsibilities include but are not limited to the following: A Project Tech V must be capable of running large projects. These projects may include many facets, (station design cabling for voice and data, fiber, riser, outside plant, cutover procedures, design, and organization). A Tech V must have knowledge and understand cutover procedures and associated paperwork (i.e., adds, employee timesheets, material, etc.) involved with the project. Additional tools include a butt-set. A Project Tech V must complete the training, pass the test, and maintain certification for the BICSI Technician.

T&M/SYSTEMS TECH III \$20.00 - \$23.00/HOUR

A T&M/Systems Tech III must be able to perform all tasks of a Technician (Developmental Period). Added responsibilities include but are not limited to the following: A T&M/Systems Tech III must be able to interact with the customer contact in a business-like manner to determine the extent of the work that needs to be done. A T&M/Systems Tech III must be able to install and program small key systems, designate and install phones, run trouble, chase dial tone, perform cross connects, etc. A T&M/Systems Tech III must have all the tools of a Technician (Development Period). Additional tools needed include a butt-set and fish tape. A T&M/Systems Tech III must complete the training, pass the test, and maintain certification for the BICSI Level 1 Installer.

T&M/SYSTEMS TECH IV \$23.00 - \$27.00/HOUR

A T&M/Systems Tech IV must be able to perform all tasks of a T&M/Systems Tech III. Added responsibilities include but are not limited to the following: A T&M/Systems Tech IV must be able to install and program features in medium to large key and hybrid systems, have a working knowledge of terminal type programming, have the ability to download/upload systems, program databases, organize phone closets with data/voice cables, install KSU's, test CO lines, etc. A T&M/Systems Tech IV must complete the training, pass the test, and maintain certification for the BICSI Level 2 Installer Copper.

T&M/SYSTEMS TECH V \$27.00 - \$35.00/HOUR

A T&M/Systems Tech V must be able to perform all tasks of a T&M/Systems Tech IV. Added responsibilities include but are not limited to the following: A T&M/Systems Tech V must be able to install small, medium, and large key systems, have a working knowledge of PBX installations, working with both the bid author and customer contact in gathering information regarding cutover procedures. The ability to perform site surveys, equipment ordering and inventory, and bidding of jobs is a must. A T&M/Systems Tech V must complete the training, pass the test, and maintain certification for the BICSI Technician.

ISP FOREMAN \$27.00 - \$35.00/HOUR OR SALARY

Any Tech V from any skill area can be promoted to ISP Foreman. An ISP Foreman must have an area of expertise and an understanding of all facets of the business, including Fiber, T&M/Systems, Projects, Outside Plant, etc. The ISP Foreman is the on-site person in charge of, and responsible for, the crew's work. They are responsible for assigning tasks to crew members and ensuring that their workers have the necessary materials and tools to not only complete the project, but also to meet the company's quality standards and the customer's expectations. They keep track of the crew's progress and report any issues to the Project Manager. They are responsible for the gathering of information needed to provide as-built documentation. An ISP Foreman will report to the Inside Plant Project Manager.

INSIDE PLANT PROJECT MANAGER SALARY

The Inside Plant Project Manager is responsible for managing all inside projects and assists in the coordination of Inside projects with the Outside Plant Division. The Inside Plant Project Manager is the office liaison to the customer and the Project Foreman. They are responsible for assigning foreman and crews to new projects based on the experience and expertise of the available employees. They assist with the process of ordering materials by coordinating between the Salesperson and the Warehouse Purchasing Manager. In addition, the Project Manager creates as-builts and provides customer documentation for closing out projects.

NOTE: At any particular level there will be certain tangible skills required of the technician. In addition, there will also be some subjective assessments that will be taken into consideration for promotion, such as: maturity, attitude, reliability, common sense, safety, etc.

NOTE: Although training will be the responsibility of the Project Manager, ISP Foreman and Technicians will be expected to help develop Technicians under them.

NOTE: All Technicians will be assigned to a work team. This team is responsible on a weekly basis for extra work, night work, and weekend work that comes up on an emergency basis. If for any reason you are unable to fulfill the requirements of your work team, you are responsible for finding a replacement with the approval of the Inside Plant Project Manager.

OUTSIDE PLANT

LABORER \$17.00 - \$20.00/HOUR

A laborer must have the ability to complete simple tasks in a safe and timely manner. These tasks are to include, but are not limited to, safely hand digging, pulling cable and lifting in excess of one hundred pounds. Before being promoted to the next level a laborer must be capable of setting up pushes and bores, be capable of running small jobs, restoration of soil, asphalt, and concrete, and have a willingness to take on added responsibilities. A laborer must be able to accurately locate buried utilities using locating equipment and /or related drawings. A laborer must be able to splice small count cable such as 12 pair and smaller. A laborer must have the following tools after thirty (30) days of employment: wrench set (3/8" to 7/8"), socket set (1/2" drive), hammer, crescent wrenches, lineman pliers, tape measure, hacksaw, vise grips, and screwdrivers (full set both Phillips and straight).

OPERATOR \$20.00 - \$23.00/HOUR

An Operator must be able to perform all tasks of a laborer. Added responsibilities include, but are not limited to, safely operating and maintaining vehicles and machinery. Maintenance will include daily lubrication of all machinery, inspection of oils, maintaining proper chain tension. An Operator shall be able to splice cables up to a 50 pair to include the process of encapsulation using the "kold and klose" method. An Operator shall also be able to terminate cable and mount lightning protection. Additional tools needed will be a 2' level and grease gun. An Operator must complete the training, pass the test, and maintain certification for the BICSI Level 1 Installer.

OSP FOREMAN \$23.00 - \$27.00/HOUR

An OSP Foreman must be able to perform all duties of an Operator. Added responsibilities include, but are not limited to, safety and supervision of small crews, filing of daily reports, completion of medium to large projects. An OSP Foreman must possess a Class A CDL license with tank and air-brake endorsements. An OSP Foreman must complete the training, pass the test, and maintain certification for the BICSI Level 2 Installer Copper.

OSP PROJECT FOREMAN \$27.00 - \$35.00/HOUR OR SALARY

An OSP Project Foreman must be able to perform all tasks of an OSP Foreman. Added responsibilities include, but are not limited to, crew leadership, safety and training of outside personnel, and completion of projects in a safe and timely manner with little or no supervision. An OSP Project Foreman must complete the training, pass the test, and maintain certification for the BICSI Technician.

OSP SUPERINTENDENT SALARY

An OSP Superintendent must be able to perform all tasks of an OSP Project Foreman. The OSP Superintendent is a working manager for the outside plant projects. These managers oversee outside plant crews on project sites. They are responsible for leading and coordinating the crew's work. They assign Foreman to their projects as well as crew members and ensure that these workers have the necessary materials and tools to not only complete the project, but also to meet the company's quality standards and the customer's expectations. They keep track of the crew's progress and resolve any issues, as well as interfacing with Sales Managers.

FIBER TECH III \$20.00 - \$23.00/HOUR

A Fiber Tech III must be able to perform all tasks of a Tech I (Developmental Period). Added responsibilities include but are not limited to the following: A Fiber Tech III must know and use the proper techniques for pulling fiber cable, terminate ST's & SC's on inside fiber, light meter testing procedures, and know the basic fiber principles, etc. A Fiber Tech III must have the capabilities and tools to mount fiber boxes and associated hardware properly. A Fiber Tech III must have all the tools of a Technician (Developmental Period). A Fiber Tech III must complete the training, pass the test, and maintain certification for the BICSI Level 1 Installer.

FIBER TECH IV \$23.00 - \$27.00/HOUR

A Fiber Tech IV must be able to perform all tasks of a Fiber Tech III. Added responsibilities include but are not limited to the following: A Fiber Tech IV must be able to do all types of fiber terminations (i.e., single-mode, multi-mode, ST's SC's SMA's, etc.), terminate, break out and handle outside, armored, and large count fiber cables properly. A Fiber Tech IV must have an understanding and knowledge of how to use the OTDR for proper fiber testing. A Fiber Tech IV must be able to perform turnkey installation with minimum supervision. A Fiber Tech IV must complete the training, pass the test, and maintain certification for the BICSI Level 2 Installer Copper.

FIBER TECH V \$27.00 - \$35.00/HOUR

A Fiber Tech V must be able to perform all tasks of a Fiber Tech IV. Added responsibilities include, but are not limited to the following: A Fiber Tech V must be capable of doing all types of splicing (i.e., fusion, cam, etc.), inventory control, material management, print customer reports from the OTDR etc. A Fiber Tech V must have a working knowledge of all the required equipment to properly install and test fiber. A Fiber Tech V must complete the training, pass the test, and maintain certification for the BICSI Technician.

FIBER SUPERINTENDENT SALARY

The Fiber Superintendent is a working manager for any project involving the installation, splicing, termination, and testing of fiber optic cable and products. This manager is also capable of supervising other projects assigned to them. They are responsible for leading and coordinating their crew's work. They assign foreman to their projects as well as crew members and ensure that these workers have the necessary materials and tools to not only complete the project, but also to meet the company's quality standards and the customer's expectations. They keep track of the crew's progress and resolve any issues, as well as interfacing with customers and Sales managers. In addition, they provide customer documentation for closing out projects.

NOTE: All employees will be classified by the evaluation of the Inside Plant Project Manager and OSP Superintendents based upon attendance, appearance, and job performance.

NOTE: All employees classified as an Operator or higher should be available for emergencies such as power outages, cable cuts, and/or natural disasters.

OFFICE PERSONNEL

WAREHOUSE ASSISTANT

The Warehouse Assistant is responsible for assisting in the ordering, receiving, and inventory of material orders. In addition, they are responsible for staging materials for projects, loading and unloading of materials with technicians, delivery of tools and materials as needed to work sites, tool inventory and the check-in/out of tools to individual technicians. Other responsibilities include processing shipments, assisting in pickup and drop off of fleet vehicles for maintenance, keeping the warehouse and storage areas organized and clean, and in some instances assisting with project work during peak periods of business. The Warehouse Assistant reports to the Warehouse Purchasing Manager.

WAREHOUSE PURCHASING MANAGER

The Warehouse Purchasing Manager is responsible for ordering all materials used on awarded projects. The manager shops for material through various vendors and coordinates the receiving and delivery of products and materials. The manager works closely with sales personnel, project managers, supervisors, foreman, and techs to ensure that the appropriate materials, supplies, and tools are available and delivered to all projects. In addition, this manager purchases, tags, maintains, and checks out tools to individual technicians for use in the field. Other responsibilities include inventory management, vehicle maintenance, field surveys, and oversight of the Warehouse Assistant position.

T&M/SYSTEMS DISPATCH MANAGER SALARY

This manager's primary responsibility will be to oversee the day-to-day operations of the time and material department. This includes receiving customer calls for service work, scheduling work, assigning technicians to work requests, generating work orders, processing departmental invoices, and acting as the primary customer and contractor contact. At times, the time and material department will be assigned smaller scale projects that the manager will oversee in the same capacity as his/her service orders. In addition, the manager will coordinate materials, tools, and personnel for all jobs assigned to the department.

ADMINISTRATIVE ASSISTANT

The duties of the Administrative Assistant include proofing, preparing, and making corrections to payroll reports in preparation for processing, confirming prior approval of overtime for all field employees, recordkeeping of prevailing wage hours worked, and time off earned, proofing payroll and expenses for placement employees and submitting reports to the appropriate companies. Additional responsibilities include recordkeeping of employee vacation days used and earned, reconciliation of employee expenses on a weekly basis and processing expense reimbursements, processing of per diem requests for any out-of-town work, assisting with 401K enrollments, changes, and recordkeeping, processing and submittal of billing for City of Indianapolis, tracking and updating Jobs in Progress spreadsheet, proofing Time & Material and Kroger billing prior to submittal, assisting in updating monthly Work in Progress reports, sorting and processing of monthly credit card statements and reconciliation of receipts. In addition, the Administrative Assistant is key in employee benefits insurance administration, including assisting eligible employees with completing documentation, updating individual benefits, maintaining online benefits account, administering COBRA documentation and recordkeeping, termination of coverage for employees, and assistance with short-term and long-term disability claim paperwork, as well as other various office work.

AR/AP MANAGER

The duties of the AR/AP Manager include assisting the Controller with all aspects of accounting, including Accounts Payable, Accounts Receivable, invoicing and collections. This includes processing and entering Accounts Payable invoices, processing monthly statements, processing and archiving Accounts Receivable invoices, weekly collections work, processing of incoming/outgoing mail. In addition, the AR/AP Manager assists with special customer invoicing, handling phone calls, ordering and maintaining office supply inventory, as well as other various office work.

DRESS CODE

Clawson Communications, Inc. believes in presenting a positive, professional image while servicing our customers. Therefore, all employees are required to report to work at their scheduled time with clean, proper attire. Their personal appearance should reflect good hygiene: Employees should bathe daily. Hair, beards, and mustaches shall be neatly groomed.

- Hats: Hats may be worn but should not contain any pictures or language that may be construed as offensive. Hats which advertise competitors, alcohol, tobacco, or firearms shall not be worn. In addition, all hats shall be worn in the proper forward position and be in neat condition.
- Shirts: Shirts are to have sleeves and must cover the stomach and back. Button-down shirts shall always be buttoned. They shall not contain any picture or language that may be construed as offensive or obscene. Shirts which advertise competitors, alcohol, tobacco, or firearms shall not be worn. Shirts shall be in good condition with no holes, stains, etc.
- Pants: Pants may be jeans or slacks; however, they must be in good condition (i.e., no holes, no stains etc.) Sweatpants and shorts are not acceptable attire. Pants must be worn around the waist and must not be excessively baggy.
- Shoes: Shoes must be ANSI approved work boots and in good condition. No sneakers are to be worn on job sites.
- Jewelry: Due to our working around and with equipment, jewelry will be limited. Loose, hanging jewelry will not be permitted for obvious safety reasons. Do not wear rings other than wedding and engagement rings. No body piercing jewelry of any kind will be allowed, including earrings. Necklaces and chains must be worn under the shirt or not at all.
- PPE: Due to the nature of our work and the jobsites in which we work, employees will be required to wear personal protective equipment (PPE) under various environmental conditions. This PPE may include, but is not limited to, hard hat, safety glasses, hearing protection, hi-visibility vest or clothing, task specific gloves, safety toe boots, etc. On occasion, other PPE such as Kevlar sleeves, safety goggles, etc. may be required. **If an employee reports to a job site that requires safety toe boots, it is the responsibility of the employee to provide them.**
- Hard hats / Safety glasses: All employees must have in their possession a hard hat and safety glasses at every job site. Hard hats must always be worn when working in areas where there is the potential for injury from falling objects or exposed energized electrical conductors that could contact the head. Any worksite in which the Owner or General Contractor institutes a more stringent guideline for head protection, all employees must always adhere to these policies. Appropriate eye and face protection such as safety glasses, goggles and face shields must be used to protect against the hazards associated with flying particles, molten metal, liquid chemicals, acids and caustic liquids, chemical gases and vapors, or potentially injurious light radiation 100% of the time while performing tasks. (i.e., working above ceiling, below raised floors, installing cabling, operating power, or hand tools, etc.)
- IU Health and Ft Wayne facilities: If you are instructed to report to IU Health or Ft Wayne facilities, you are required to wear a shirt with a collar, work boots, and pants that are not jeans. No hats are to be worn at IU Health or Ft Wayne facilities.

If an employee reports to work in violation of any previously mentioned dress code policies, the person in charge will send you home to rectify your dress on your own time without reimbursement for mileage or time.

DRUG-FREE WORKPLACE POLICY

PURPOSE

By law, the manufacture, use, possession, sale, dispensation, or distribution of certain drugs and other substances, called controlled substances, is restricted. Clawson Communications, Inc. and its employees mutually agree that controlled substances and alcohol abuse can present a serious problem, particularly in the workplace. Substance abuse affects employee productivity, safety, and behavior. This policy is implemented to address that issue.

APPLICANTS FOR EMPLOYMENT

All applicants for employment will be required to submit to an alcohol and controlled substance screening test. Applicants testing positive will be rejected for employment unless it is verified that the applicant is addicted, in which case the applicant will be referred to an agency providing rehabilitation services. The costs for rehabilitation shall be the responsibility of the applicant and no reimbursement from Clawson Communications, Inc. will be forthcoming. Applicants who successfully complete a rehabilitation program and do not fail a subsequent screening test will be entitled to the same consideration for employment as any other applicant.

VOLUNTARY IDENTIFICATION

Any employee who voluntarily identifies himself/herself to Clawson Communications, Inc. as having a drug or alcohol problem will not be subject to discipline for volunteering that fact. Rather, Clawson Communications, Inc. will work with that employee through the use of rehabilitation programs in an effort to assist the employee in ridding himself/herself of dependence on drugs or alcohol. Any financial responsibility for rehabilitation will be the responsibility of the employee. Clawson Communications, Inc. reserves the right to change the employee's duties or tasks if Clawson Communications, Inc. in its sole opinion, believes the employee's addiction presents a risk for injury to employee or others.

However, if an employee volunteers the information, goes through a rehabilitation program, and subsequently continues to have drug or alcohol use problems, he or she may be subject to disciplinary action including termination.

SEARCHES AND INSPECTIONS

Clawson Communications, Inc. reserves the right, at all times, to search company property, all job sites, and all company vehicles, and employee hereby consents to all such searches. Such searches and inspections may include having supervisors or other authorized personnel conduct searches and inspections of employees and their lockers, baggage, desks, toolboxes, clothing, and vehicles located on job sites for the purpose of determining if employees are in possession, use, transportation, or concealment of any of the prohibited items and substances defined in this policy. A supervisor has the right to conduct an "on the spot" search and inspection of employees and their personal effects if the supervisor has a "reasonable suspicion" that an employee is in direct violation of any part of this policy. Any employee who fails to cooperate in such search or inspection shall be subject to disciplinary action up to and including discharge.

EMPLOYEE TESTING

Clawson Communications, Inc. may require an employee to undergo a drug or alcohol test in conjunction with any of the following:

- Random Drug Testing
- Customer requested drug-screening
- All workplace accidents.
- Investigation of workplace accidents or unsafe practices.
- Investigation of the possible use or presence of drugs or alcohol in an employee.
- As part of or follow-up to a program rehabilitation.
- As part of a program for testing employees in positions that present risks to the public's or fellow workers' safety. This is to include but is not limited to, any person who uses a company vehicle, any person operating equipment that presents risk to public or fellow worker, any person receiving mileage reimbursement, or any person required to visit any customer location. All CDL drivers are required by law to be drug tested and will be tested periodically as required by statute or company need.

REFUSAL TO TAKE A TEST

If an employee refuses to undergo a drug or alcohol test after a Clawson Communications, Inc. request based on one of the reasons specified above, he/she will be subject to discipline up to and including discharge.

DRUG TESTING PROCEDURE

Any drug test given to an employee will be in accordance with the following procedures:

- The employee will be tested immediately before, during, or after a work period.
- Clawson Communications, Inc. shall pay costs associated with the test.
- Clawson Communications, Inc. will provide transportation, if necessary, for the employee if the test is conducted at a location other than the workplace.
- The time an employee is engaged in a testing procedure shall be considered work time for purposes of compensation and benefits.
- Any test shall be conducted with regard to privacy of the individual and in a manner reasonably calculated to prevent substitution or interference with the collection of a reliable sample.
- Any sample will be labeled in a manner that reasonably prevents the possibility of contamination.
- Scientifically accepted analytical methods or procedures will be used to test the sample and will include a confirmation test, if a positive test result, by gas chromatography, gas chromatography-mass spectrometry, or other reliable analytical method before the test results are used as a basis for any action. Any confirmation test will be performed by a clinical laboratory.
- Any test sample that produces a positive result on a confirmation test shall be preserved by a clinical laboratory for a period of 90 days.
- Any employee who tests positive in a confirmation test will be entitled to have a part of the sample re-tested at his/her own expense within 10 days after notification of the test results by Clawson Communications, Inc.
- Any employee testing positive will be subject to discipline up to and including discharge.

COVID-19 TESTING

PURPOSE

As part of our ongoing efforts to protect employee and client safety and health, there may be instances where an employee will need to complete a COVID-19 test prior to beginning work for a customer, returning to a work site following illness, etc.

COVID-19 VACCINATIONS

Based on the requests and internal safety procedures of several of our clients, proof of current COVID-19 vaccination may be requested. If employee does not want to provide this information, or is not fully vaccinated, that information would need to be provided to Clawson Communications, Inc. This will not restrict an employee's employment status but may restrict which job sites or customers an employee is approved to complete work for.

SEXUAL HARASSMENT POLICY

Clawson Communications, Inc. strives to provide its employees and customers with a safe and non-threatening work environment. In order to attain this position, harassment of any kind will not be tolerated.

Sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964. Generally, there are two classifications of sexual harassment: "Quid pro quo" and "Hostile environment harassment".

Quid Pro Quo harassment is unwelcomed sexual advances, requests for sexual favors, verbal or physical contact of a sexual nature when:

- submission to the advances are a term or condition of employment; or
- submission or rejection of the conduct is used as a basis for an employment decision.

This type of harassment occurs when an employee is to choose between losing work opportunities or benefits and submitting to the sexual advance; for example, an employee being required to perform sexual acts in order to obtain a promotion.

Hostile Work Environment harassment is verbal or physical conduct (of a sexual nature) that:

- unreasonably interferes with an individual's work or performance; or
- creates an intimidating, hostile, or offensive working environment.

Incidents such as repeated sexual jokes, offensive physical contact and solicitation of sexual favors might be considered harassment of this nature.

In cases of creating an atmosphere of harassment, you can be disciplined up to and including discharge.

If you feel you have been subjected to an atmosphere or situation of sexual harassment, you should report the incident(s) directly to the EEO Officer.

Report such problems as soon as they occur rather than trying to deal with them on your own. You will not be subjected to any reprisals by making a good faith complaint. However, false allegations are prohibited.

All reports of sexual harassment and personnel actions will be kept strictly confidential.

TELEPHONE POLICIES

- Clawson Communications, Inc. telephone services (i.e., company telephones, the 800 number, etc.) are for business use only. Personal phone calls are prohibited except in cases of extreme emergency.
- Do not ask to be transferred from a job site for a personal call. The request will be denied.
- Under no circumstances should the 800 number be called using a mobile telephone. This avoids Clawson Communications, Inc. being billed twice for a phone call.
- Any personal calls made from an out-of-town location, whether at a motel or Clawson Communications, Inc. rental property, will be the responsibility of the individual making the call. Reimbursement will be expected from the employee that uses Clawson Communications, Inc. telephone services while on an out-of-town project for personal use.

CELLULAR PHONES & USAGE

- Personal cellular phones are not to be used during work hours except in the case of an emergency. There shall be no texting, personal calls, video, or email during business hours. Any employee violating this policy will be subject to disciplinary action up to and including termination.
- As of July 01, 2020, House Bill 1070 goes into effect. The law prohibits motorists from holding or using a cell phone while operating a motor vehicle unless they use hands-free technology such as Bluetooth or a cradle; or need to contact 911 in an emergency. Anyone caught by law enforcement committing this violation faces a Class C infraction with fines up to \$500.

Therefore, Clawson Communications, Inc. will also be enforcing this law while operating a motor vehicle per House Bill 1070.

COMPANY VEHICLES

Please see the Clawson Communications, Inc. Fleet Safety Program for all rules, regulations and requirements pertaining to the use of company vehicles for business purposes.

INTERNET POLICIES

Clawson Communications, Inc. encourages the use of electronic mail, or e-mail, as a tool to help accomplish the Company's legitimate business objectives. E-mail can greatly enhance the quality and efficiency of communication among management, employees, current and prospective customers, and others involved in our business. However, e-mail may also be misused, with potentially serious consequences for both the Company and the e-mail user. This policy is intended to define the parameters of appropriate e-mail usage by Clawson Communications, Inc.

As a general rule, it is expected that all employees will use common sense and sound judgement when utilizing the e-mail system. In addition, employees are expressly prohibited from sending any messages or materials containing obscene, profane, lewd, derogatory, or otherwise potentially offensive language or images. The use of material containing racial, sexual, or similar comments or jokes is forbidden. Users should respect the rights and sensitivities of recipients and potential recipients or viewers and should ensure that all e-mail messages reflect the professional image that Clawson Communications, Inc. wishes to portray.

Users should be aware that e-mail messages cannot be considered private and may be monitored by management. Such messages also may be subject to disclosure to outside third parties, including the court system and law enforcement agencies, under certain circumstances. Employees should not send any e-mail messages they would not want to have seen by persons other than the intended recipients.

Employees should always be vigilant in checking emails for malware or phishing attempts, such as:

- Avoid opening attachments and clicking on links when content is not adequately explained (i.e., "Watch this video, it's amazing!")
- Be suspicious of clickbait titles.
- Check email and names of ALL senders to ensure they are legitimate.
- Look for inconsistencies or style red flags (i.e., grammar mistakes, capital letters, excessive number of exclamation marks, etc.)
- If an employee isn't sure that an email that has been received is safe, they should forward the email to the System Manager.

Violators of this policy will be subject to appropriate disciplinary action up to and including termination of employment. Any known or suspected violations of the policy should be reported immediately to management.

Software:

To prevent computer viruses from being transmitted through the Company's computer system and possible copyright violations, employees are prohibited from installing or downloading any software without the prior authorization from the Company's director of information systems. All software installed or downloaded must be registered to the Company.

Unacceptable Uses of the Internet and Company E-mail:

- transmitting any messages containing derogatory, harassing, or inflammatory remarks about an individual or group's race, color, religion, national origin, age, disability, or other characteristic or attribute not related to their job performance.
- transmitting any information that the employee knows or has reason to believe may be false, misleading, or libelous.
- sending or posting any chain letters, solicitations, or advertisements not directly related to some business purpose or activity.
- using the Company's e-mail system or Internet access for personal gain, including the solicitation of, or engagement in, any non-company business.

DISCIPLINARY ACTION

It is the policy of Clawson Communications, Inc. to discipline an employee whenever they violate a rule, a regulation, or perform unsatisfactorily.

In each instance, the disciplinary action taken is to be just, and in proportion to the seriousness of the violation. In addition, discipline is to be administered privately, out of sight and sound of the employee's co-workers. Discipline will be administered by the employee's supervisor as soon as it is practical. However, a violation that is serious in nature is to be corrected by any supervisor immediately, whether the employee is a subordinate or not.

Prior to taking disciplinary action, the supervisor will review the violation, considering all of the facts.

Four types of discipline are recognized: verbal warning, written warning, suspension, and dismissal.

Warning notices will be placed in the applicable employee's personnel file; should further violations occur, such warnings will remain a basis for progressive disciplinary action for a period of 23 months.

Under normal conditions, discipline shall be administered in accordance with the following:

It is the Company's policy to place as few restraints on personal conduct as possible. We are justifiably proud of our employees and the manner in which they conduct themselves. We rely on individual good judgment and a sense of responsibility. Each employee is expected to conduct themselves in an appropriate manner. However, for the protection of its property, business interests, and other employees, the Company has established certain rules of conduct.

These rules are published for your information and to minimize the likelihood of any employee, through misunderstanding or otherwise, becoming subject to any disciplinary action. Violation of any Company rule cannot be ignored by Management. It is only fair that you should be familiar with those rules that the Company considers to be of importance.

Violation of any of the following rules will be considered adequate justification for discharge for the first offense:

- Possession, carrying, or being under the influence of intoxicating beverages or narcotics on Company or Customer property.
- Stealing or attempting to steal property from any individual on Company or Customer premises or stealing or attempting to steal property from the Company or its Customers.
- Bodily or verbal assault upon any person or fighting on Company or Customer property.
- Immoral or indecent conduct on Company or Customer premises.
- Possession of firearms or any dangerous weapons (or explosives) on Company or Customer property.
- Threatening, intimidating, coercing, or interfering with other employees.
- Insubordination to supervisor, refusal to perform supervisor's assignments, or directing abusive or threatening language at any Company supervisor, Company employee, Company representative, or Customer.
- Disclosing business information of a confidential nature to unauthorized persons, or any action by an employee that might cause the employer to lose an account or that would create poor public relations.
- Falsification of employment application, timecards, timesheets, production reports, or other Company records.
- Inaccurate reporting or charge of travel time without prior Project Manager or Superintendent approval.
- Fraud committed by knowingly accepting pay for operations not performed, or time not worked.
- Fraud committed by knowingly accepting per diem for out-of-town work while not staying out-of-town.
- Acts of sabotage, or other interference with Company projects.
- Defacing Company or Customer property.
- Conviction of a felony.
- Sleeping during working hours.
- Absence for one working day without notifying the Company.
- Inciting other employees to riot.
- Participating in an unauthorized work stoppage or slowdown or interfering with production.

- Unsafe operation of equipment in a negligent manner or destruction of Company or Customer material or property or the property of fellow employees. (The purpose of this provision is to impress upon each employee the need to observe responsible, intelligent, and safe working practices for his or her own and co-worker's safety as well as the protection of valuable Company or Customer property.)

Violation of the following rules is adequate cause for the following disciplinary sequence:

- Oral reprimand (memo to personnel file) – First offense.
- Written reprimand and warning – Second offense.
- Suspension for a three-day period without pay – Third offense.
- Discharge – Fourth offense.

These important factors will be considered in all applications of disciplinary action:

- The seriousness of the offense
- The employee's past record and seniority
- The circumstances surrounding the particular case

The following rule violations will be cause for disciplinary action prescribed above:

- Removing packages from the Company or Customer premises without written permission of Management.
- Ignoring safety rules or common safety practices.
- Running, scuffling, throwing articles, horseplay, or disorderly conduct of any kind.
- Failing to report an occupational injury promptly to supervisor.
- Unauthorized soliciting of funds or distributing literature on Company or Customer property. Unauthorized posting or removal of notices, signs, or writing in any form on bulletin boards from Company or Customer property at any time.
- Unexcused or excessive tardiness or absence (not covered by 1(p) above).
- Leaving an assigned working area during working hours for any reason without authorization from a member of Management.
- Gambling on Company or Customer property and during Company time including the distribution of gambling material.
- Leaving work before the end of the shift, not being ready to begin work at the start of a shift or working overtime without permission of Management.
- Loafing or spending unnecessary time away from the job.
- Inefficiency, negligence, or lack of effort on the job.
- Inappropriate or unprofessional behavior on Company or Customer property including, but not limited to, improper language, jokes, demeaning or derogatory statements, etc.
- Unauthorized possession or use of any Company or Customer property, equipment, or materials.
- Contributing to unsanitary conditions or poor housekeeping or eating at workstations.
- Smoking in unauthorized or restricted areas.
- Unauthorized presence on Company or Customer premises outside of employee's scheduled work hours.
- Use of Company or Customer property or time for the personal financial gain of an employee other than the full-time employment as a Company employee.

GREIVANCES

GRIEVANCES

If you have a problem with your job, your first inquiries should be directed to your Foreman. If your Foreman cannot adequately handle your problem, your problem should be directed to either an OSP Superintendent or the Inside Plant Project Manager.

EMPLOYEE BENEFITS

Benefits will be offered to all eligible, full-time employees after a ninety- (90) day trial period. Temporary or part-time employees, (i.e., those persons working less than fifty-two (52) weeks a year, forty (40) hours a week) shall not be eligible for benefits.

VACATION

Every eligible full-time employee will be provided vacation time on a periodic basis. The amount of vacation to which an employee becomes entitled is determined by the employee's length of service as of their employment anniversary date. Vacation accrues as follows:

- At the end of one consecutive year of service, 1 week of vacation.
- At the end of three consecutive years of service, 2 weeks of vacation per year.
- At the end of five consecutive years of service, 3 weeks of vacation per year.
- At the end of ten consecutive years of service, 4 weeks of vacation per year.

Vacation does not accrue between employment anniversary dates and may not be taken until it is earned. Vacation time must be used in the anniversary year after which it is earned and may not be carried over past the employee's next anniversary date. For example, an employee with two weeks' vacation as of their anniversary date must use the two weeks prior to their next anniversary date. All vacations must be approved by your Project Manager or Superintendent.

Earned vacation must be taken. Employees are not entitled to pay in lieu of taking time off for vacation, except that terminating employees are entitled to all unused vacation.

No vacation benefits will be paid for accrued work hours throughout the year upon termination of employment.

HOLIDAYS

Clawson Communications, Inc. will have six (6) paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. Holiday pay will only be paid to employees who have completed their 90-day trial period. Holiday hours will not be considered as time worked in computing overtime. You must still work 40 hours to obtain overtime for that week.

401K

Clawson Communications, Inc. does offer a 401K retirement plan. You must work for the company for one consecutive year and be 21 years of age to join. Enrollment occurs two times per year – January 1, and July 1.

COMPENSATION

Employees will be paid weekly via direct deposit on Friday for the time incurred the previous week. Employees will use busybusy app to clock in, clock out, and record all reimbursable expenses each week. All hours, expenses, etc. **MUST** be recorded no later than 7:00 am Monday for the prior week for processing, and weekly time sheets must be digitally signed by employees. No pay will be issued without a completed, approved, and timely submitted time sheet.

Overtime will be paid at a rate of time and a half for time worked over forty (40) hours during a workweek. Holidays and Vacation time do not count as time worked in calculating overtime. Prior approval from your Project Manager or Superintendent must be obtained for overtime.

No employee will be paid time until they reach the job site. The employee's time stops when they leave the job site. The main office or any subsidiary office does not constitute a job site, unless otherwise directed by your Project Manager or Superintendent.

Each work classification will have a maximum hourly rate.

The maximum rate for hourly employees will be **\$35.00 per hour**. When an employee reaches this rate, they will not be eligible for any further raises. Overtime will still be paid at time and a half. The rate of compensation is at the discretion of Clawson Communications, Inc. and may be periodically revised or modified.

Raises will be based on a yearly Employee Performance Evaluation. These evaluations will apprise employees based primarily on the following criteria: Attendance, Adherence to Policy, Behavior & Appearance, Dependability, Independence & Initiative, Availability, Interpersonal relationships, Knowledge of Job, Productivity, and Quality of Work. Evaluations will be performed by the employee's supervisor(s). A five-point rating scale will be assessed to each category and ultimately determine the extent of raise for the employee. Raise ranges will be subject to change on a yearly basis. To be eligible for the evaluation process, an employee must have completed their 90-day trial period.

Promotions are based on the employee's performance, ability, BICSI certifications, and company needs. Employees are judged on quality, productivity, profitability, performance, safety, service, and attitude. Monetary raises may or may not accompany advances in work classifications.

INSURANCE

Group health insurance is offered to all full-time employees after (60) days of employment. New full-time employees desiring coverage under the group health insurance plan must request coverage and complete the required enrollment form in a timely fashion. Failure to turn in the required enrollment forms will lead to the employee having no benefits until the next open enrollment period. No reimbursement or wage adjustment will be made if you choose not to participate in our insurance program. Any claims made under the health insurance policy shall be processed by the employee and are the employee's responsibility. Dependents and spouses can be added to the plan at the employee's expense.

The company periodically reviews the features of its group health insurance program including coverages, carriers, and employee participation requirements. The company reserves the right to change or modify health insurance carriers and benefits at its discretion. Any significant changes in the group health insurance plan will be communicated to covered employees prior to the effective date of the changes.

In this notice, the Employer is Clawson Communications, Inc. The plan is the group health insurance plan maintained and sponsored by the Employer. The Employer is the plan administrator.

A federal law called COBRA requires that most employers sponsoring group health plans offer insured employees and their covered dependents the opportunity for a temporary continuation of health coverage at group rates in certain cases where coverage under the plan would otherwise end. This notice is intended to summarize for you and your covered dependents, your rights, and obligations under the continuation of coverage provisions of COBRA. You should take the time to read this notice carefully. If you have any dependents covered by the plan, they should also read this notice, as each covered dependent has the right to accept or reject continuation coverage individually, if you do not elect coverage for them (in the case of a minor child, only the parent or guardian can accept or reject the continuation offer).

If you are an employee insured by the plan, you have a right to choose this continuation coverage if you lose your group health insurance because of the termination of your employment (for reasons other than your gross misconduct) or a reduction in the number of hours of your employment.

If you are the covered spouse of an employee insured by the plan, you have the right to choose continuation coverage if you lose group health coverage because of:

- The death of your spouse.
- A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's number of hours of employment.
- Divorce or dissolution of your marriage; or
- Your spouse's entitlement to Medicare benefits.

If you are the covered child of an employee insured by the plan, you have the right to choose continuation coverage if you lose group health coverage because of: (in the case of a minor child, only the parent or guardian can accept or reject the continuation offer)

- The death of your parent who is the insured employee.
- The termination of your insured parent's employment (for reasons other than gross misconduct) or reduction in your insured parent's hours of employment.
- Your parent, who is the insured employee, becoming entitled to Medicare benefits; or
- You're ceasing to be an "eligible dependent" under the terms of the plan.

Under COBRA, the employee or a covered family member must inform the employer of a divorce/dissolution of marriage, or a child's ceasing to be an "eligible dependent" under terms of the plan. If the employer is not informed within 60 days after the date coverage would terminate because of these events, the covered spouse and/or children will lose their COBRA right to continue coverage under the plan.

When the employer becomes aware of, or is notified of, any of the above events, the employer will then notify you (or, if you are a dependent child, your parents) that you have the right to continuation of coverage. Under COBRA you will have 60 days from the date of the employer's notification, or the date coverage ended, whichever is later, in which to inform the employer that you want continuation of coverage. If you do not choose continuation of coverage within this 60-day period, you will lose your right to continue coverage under the plan.

If you choose continuation of coverage and so inform the employer within the 60-day period, the employer is required to give you coverage which, as of the time coverage is being provided, is the same as provided under the plan to active full-time employees and their covered dependents. If you lose group health coverage because of termination of the insured employee's employment or a reduction in the employee's number of hours worked, you must be allowed to maintain continuation coverage for up to 18 months. (There are two exceptions: 1) If you are a covered employee or dependent who is "disabled" (as defined by the Social Security Administration) at the time the employee terminates employment or reduces work hours, then your continuation coverage will be extended to 29 months, provided you notify the Employer about your "disability" within the first 18 months of continuation coverage. 2) An employee's entitlement to Medicare is an event that terminates continuation coverage only. In such a case, and only if you are a covered dependent, you may elect to extend coverage for an additional 36 months (beyond that part of the 18-month continuation period in which you have been covered). If coverage is lost due to other events (excluding the two exceptions listed above), continuation coverage can be for up to 36 months.

COBRA also provides that your continuation of coverage will end earlier for any of the following four reasons:

- The employer no longer provides group health coverage to any of its employees.
- The premium for your continuation of coverage is not paid.
- You become covered under another group health plan as an employee or otherwise (and that plan has no pre-existing condition limitations applicable to you).
- You are entitled to receive Medicare benefits.

You do not have to show that you are insurable to obtain continuation coverage. However, under COBRA, the employer will require you to pay the entire premium on a monthly basis for your continuation of coverage (no employer contribution), plus a 2% administrative fee. The law also says that within the 180-day period prior to the end of the 18-or 36-month continuation of coverage period described above, you must be allowed to enroll in any conversions health plan provided to other employees under the plan at that time.

COBRA does not apply to employers who normally employ fewer than 20 employees. If you have any questions about COBRA, contact the employer. Also, if you, as an employee, change marital status or you or your covered spouse move, please notify the employer.

Life insurance will be maintained on all full-time employees. The amount of life insurance the company maintains on you individually may be obtained from the Director of Operations. It is the employee's responsibility to designate a beneficiary.

The company makes the required payments to social security, workmen's compensation, and unemployment compensation insurance on your behalf.

FAMILY AND MEDICAL LEAVE POLICY

Consistent with the Family and Medical Leave Act of 1993 (“FMLA”), the Company maintains a family and medical leave policy (“Policy”). Pursuant to the terms of this Policy, eligible employees are entitled to take up to a total of 12 weeks of unpaid, job-protected leave per rolling 12-month period for certain family and medical reasons, which are identified below.

A. Eligibility

Employees who have been employed by the Company for at least one year and who have worked at least 1,250 hours during the previous 12 months are eligible for an FMLA leave. Eligibility will be determined as of the date the leave commences. The maximum total amount of FMLA leave an eligible employee is entitled to take for any of the purposes set forth below, or any combination thereof, is 12 weeks during any rolling 12-month period. Employees who work at a work site at which less than 50 employees are employed or within 75 miles of that work site are not eligible for leave under this Policy.

B. Requests for Leaves of Absence

An employee desiring an FMLA leave shall make written application to the Human Resources Department on the prescribed form available in that office, unless impossible due to an emergency. Employees are generally expected to give at least 30 days advance notice of intent to take a foreseeable FMLA leave, such as in the case of a planned medical treatment. Where 30 days advance notice is not possible, the employee must give as much notice as possible. An employee who fails to give 30 days advance notice of foreseeable FMLA leave may be denied such leave until 30 days after the date the employee provides the required notice.

C. Types of FMLA Leave

1. Employee Medical Leave Serious Health Condition of Employee

An eligible employee will be granted unpaid FMLA leave for a “serious health condition” that makes the employee unable to perform his or her job.

The phrase “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:

- a. in-patient care (i.e., an overnight stay) in a hospital or other medical care facility (including any period of incapacity or any subsequent treatment in connection with such in-patient care).
- b. a period of incapacity of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves (i.) treatment of two (2) or more times by a health care provider or under the supervision of a health care provider, or (ii.) treatment by a health care provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of a health care provider.
- c. Any period of incapacity due to pregnancy, or for prenatal care.
- d. Any period of incapacity due to a chronic serious health condition.
- e. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, during which the employee (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or
- f. Any period of absence to receive multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

For purposes of Paragraph 1., “incapacity” means the inability to work or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

“Serious health condition” includes any condition which gives rise to an absence from work that is covered by Company-provided disability programs (for either or non-occupational disabilities or diseases), provided such absence also satisfies (a), (b), (c), (d), (e), or (f) above.

Employees must substitute any accrued short term or long-term disability benefits, or workers compensation benefits, for any otherwise unpaid FMLA medical leave for the employee’s own serious health condition, and must substitute any accrued vacation, sick, or personal leave for any part of such leave not covered by accrued short term or long-term disability benefits or workers compensation benefits. All substituted accrued vacation, sick, or personal leave, and any days for which an employee receives either short term or long-term disability payments and/or workers compensation payments, will be counted against an eligible employee’s FMLA leave entitlement.

2. Family Medical Leave
Serious Health Condition of Family Member

An eligible employee will be granted unpaid FMLA leave to care for the spouse, child, or parent of the employee (this does not include parent-in-laws), if the spouse, child, or parent has a serious health condition, as that phrase is defined in section C (1), above.

The term “spouse” means a husband or wife and does not include unmarried domestic partners. Employees must substitute accrued vacation, sick, and/or personal leave for any part of this leave. All substituted accrued vacation, sick, and/or personal leave will be counted against an eligible employee’s FMLA entitlement.

3. Parental Leave

An eligible employee will be granted unpaid FMLA leave following the birth of a child of the employee and to care for the child; or following the placement of a child with the employee for adoption or foster care.

Employees must substitute accrued vacation and/or personal leave for any part of this leave. All substituted accrued vacation and/or personal leave will be counted against an eligible employee’s FMLA entitlement. Such leave must be concluded no later than 12 months after the birth or placement of the child with the employee.

D. Certification

An employee’s request for leave due to a serious health condition (either the employee’s own or that of a family member) must be supported by a timely certification issued by a health care provider; re-certifications may be required every 30 calendar days, except in cases where the minimum duration of the period of incapacity specified on the certification furnished by the health care provider is more than 30 days in which case re-certification may be requested when the minimum duration has passed. When the leave is foreseeable and at least 30 days’ notice has been provided, the employee must provide the original certification, a copy of which can be obtained from the Human Resources Department to Clawson Communications, Inc. before the leave begins. When this is not possible, the original certification must be provided to Clawson Communications, Inc. within 15 days following the employee’s request for leave. If such certification or re-certification is not provided as set forth above, leave may be denied or discontinued until it is provided. The Company may elect to obtain a second, and in some circumstances, third opinion of the existence of a serious health condition.

E. Intermittent or Reduced Schedule Leave

As part of an eligible employee's leave for a serious health condition (either the employee's own or that of a family member), intermittent or reduced schedule leave may be taken when such is certified as medically necessary by a treating health care provider. Leave taken following the birth or placement of a child and not for a serious health condition may not be taken intermittently or on a reduced leave schedule. Employees seeking intermittent or reduced schedule leave for a serious health condition must produce medical certification issued by a health care provider. The Company may elect to obtain a second, and in some circumstances, third, opinion of the medical necessity for this type of leave.

Employees must attempt to schedule their intermittent or reduced schedule leaves so as not to disrupt the operations of the Company and the Company may require employees taking such leaves to transfer temporarily to available alternative positions for which the employees are qualified and which better accommodate the employees' leaves.

F. Restoration to Position and Benefits

Employees will maintain the benefits they accrued prior to commencement of the leave. Generally, eligible employees returning from FMLA leave within 12 weeks will be returned to the job position that they held when they went on leave, or they may be placed in an equivalent position with equivalent benefits, pay and other terms and conditions of employment. Exceptions to such restoration will include, but not be limited to, changes in the work force such as reductions-in-force or elimination of positions/departments such that there is no position to which the employee would be entitled if the employee had not taken the leave.

For employees taking FMLA leave under this Policy, medical and dental benefit coverage, as well as other benefit coverage, will continue for the duration of the leave. Employees will be required to continue to pay their share of benefit premiums during the FMLA leave, as required for active employees. Employee premium payments for benefits during paid leave when any unused accrued vacation, sick, or personal leave, or any short or long-term disability or workers compensation leave apply, will continue to be made by payroll deduction or by whatever alternative methods normally utilized for making such premium payments when the employee is not on leave. Employee premium payments for benefits during an unpaid leave when no unused accrued vacation, sick, or personal leave, or any short- or long-term disability or workers compensation leave apply, must be paid to the Company at the same time they would have been made had the employee not been on FMLA leave.

If an employee's premium payment is not made within 30 days of the due date, all medical and dental coverage for which the employee is required to contribute will be terminated, provided the Company has given the employee 15 days advance, written notice of the termination of coverage. If coverage ends due to the employee's failure to make timely payment, the employee will be entitled to immediate restoration of medical and dental coverage upon the employee's return from FMLA leave. Any changes by the Company to employee premium payments for medical and dental benefit coverage will apply to employees on FMLA leave.

If an eligible employee fails to pay his or her portion of the required premium payments for benefit coverage, and the Company elects to make the premium payment to keep benefit coverage in effect during a period of paid or unpaid FMLA leave for medical and dental benefits, and/or a period of unpaid FMLA leave for other benefits, the Company may recover the amount of the premium payment from the employee regardless of whether the employee returns to work. The Company may recover its share of the premium paid for maintaining an employee's medical and dental benefit coverage during any period of unpaid FMLA leave if the employee fails to return from leave after entitlement has expired, provided the employee fails to return to work for a reason other than the continuation, recurrence, or onset of a serious health condition that would otherwise entitle the employee to FMLA leave, or other circumstances beyond the employee's control. (Note that in the event of serious health condition, the company may require medical certification of such condition.) An employee will not be considered to have returned to work unless the employee works for at least 30 calendar days.

After 12 weeks of FMLA leave, an employee may be eligible for continuation of health coverage at the employee's own expense under the federal law known as COBRA.

G. Return to Work

Employees on FMLA leave must periodically inform the Human Resources Department of their status and intent to return to work following the expiration of their approved FMLA leave. Employees returning from FMLA leave must be able to assume all of the essential functions of their jobs upon return. As a condition to restoring an employee whose leave was based on the employee's own serious health condition, the employee must provide certification from the employee's health care provider stating that the employee is able to resume to work.

H. Failure to Return from Leave

Unless required otherwise by law, an employee granted a leave of absence under these provisions who fails to return to work upon expiration of the leave granted shall be classified as "voluntarily terminated."

I. Miscellaneous Matters

In the situation in which both a husband and wife are employed by the Company, the Company has the right to limit their total amount of leave to 12 weeks when the leave is due to the birth or placement of a child or to care for a parent who has a serious health condition.

An employee who qualifies as a "key employee" may be denied restoration of employment after requesting FMLA leave. A "key employee" is an employee who is salaried and is "among the highest paid ten percent" of the work force. Upon requesting FMLA leave, an employee will be notified by the Company of his/her status as a "key employee" if there is any possibility that the Company may deny reinstatement after leave.

OTHER LEAVES OF ABSENCE

Non-FMLA unpaid leaves of absence for reasons other than those stated above are governed by separate policies and procedures of the Company. An employee must submit his/her request for an unpaid leave of absence in writing at least 30 days prior to the beginning of the leave, or as soon as is practical. At the Company's discretion, positions may be held open for an employee on an unpaid leave. However, there may be circumstances in which it is necessary to fill a position while the employee is on leave. No benefits (including but not limited to, holiday pay or vacation leave) will accrue during any unpaid leave. Should an employee fail to return to work at the end of the unpaid leave, employment will be terminated.

MILITARY LEAVE

The Company will comply with its obligations under federal and state law with regard to individuals entering military service or satisfying obligations to the military.

MILEAGE

Mileage will be reimbursed for use of company approved vehicles for company purposes. Only vehicles capable of transporting tools and materials required for you to perform the work will be reimbursed for mileage. The rate of compensation for mileage is to be determined by the company each year under the following terms:

- Mileage will be paid on company approved vehicles only.
- Mileage will not be paid from your home to the office or from the office to your home. The office does not count as your first or last job site.
- Mileage will not be paid from a hotel to a job site when you are working on an out-of-town project.
- A mileage free zone will exist. The mileage free zone will be thirty-five (35) miles from the office to the job site or from your home to the job site, whichever is closer. This also applies to your return trip home or to your normal reporting place.
- If your job location is closer to your home than your normal reporting place, then mileage would not be reimbursed.
- Only the owner of an approved vehicle will be paid mileage, even if several employees are riding with him.
- Mileage and time between multiple locations in any one shift would be reimbursed.
- If you are assigned to a job location deemed by the company to be an out-of-town job, you will be paid mileage from your normal reporting location or your home, whichever is closer to the out-of-town job, on the first day minus the 35-mile free zone. You will be paid mileage from the out-of-town location to your home or your normal reporting place, whichever is closer on the last day minus the 35-mile free zone. No travel time will be paid to and from the job site.
- The rate of compensation for mileage is at the discretion of Clawson Communications, Inc. and may be periodically revised or modified.

Whether you are driving a company vehicle or your own, all traffic laws must be observed. The company will not pay fines, court costs, or attorney fees incurred for traffic violations, speeding tickets, or other violations of traffic laws.

VEHICLE INSURANCE

If the company approves using your personal vehicle for business purposes, you must maintain the State minimum liability insurance coverage on your vehicle. Mileage reimbursements will not be made on an uninsured vehicle. If minimum liability insurance lapses on your personal vehicle for which you are being paid mileage; you need to notify the company immediately.

Proof of valid insurance will be required on an annual basis.

State minimum requirements can be found at <http://www.dmv.org/in-indiana/car-insurance.php>.

OUT OF TOWN PROJECTS

There will be times that employees will be required to work out-of-town on a project. The following policies apply to out-of-town projects.

- Before any project is deemed out-of-town, the specifics of the project will be reviewed by Management (to include site location, travel time to and from site, length of shift, length of project, schedule of shift, etc.) to determine if a project will be classified as out-of-town.
- Any employee receiving per diem for a site deemed out-of-town will be expected to stay out-of-town for that work week, and should not be traveling back and forth between the project site and home during the work week.
- Each employee will receive per diem per night on a job site deemed out-of-town. The employee may receive this money up front.
- The per diem is to be used for housing and meals while you are out-of-town.
- Per diem is based upon IRS guidelines and the amount can change annually.
- No travel time will be paid to or from the out-of-town job site.
- All mileage rules will apply to an out-of-town project.

ADDENDUM A

Effective 04/25/2013, Clawson Communications, Inc. is instituting a new lifting policy. Any item being lifted in excess of 50 pounds will require a minimum of (2) employees to lift the item. It is our belief that by limiting the amount of weight being lifted by (1) employee, we can limit each employee's exposure to strains and other potential hazards and/or injuries that could result from overexerting themselves.

Any employee in violation of this policy will be subject to disciplinary action up to, and including, termination.