

Information Handbook for Employees of Infinity Systems Inc

***FOREWORD**

We believe in keeping employees fully informed about our policies, procedures, practices, benefits, what employees can expect from the company, and the obligations assumed as an employee of Infinity Systems, Inc. This practice is designed to provide fair treatment of employees. All employees are expected to become familiar with the policies, procedures, practices, and benefits of Infinity Systems, Inc. Employees who are covered by a collective bargaining agreement are governed by the terms and conditions of that bargaining agreement where those conflict with this employee handbook. Any decision made by the company in the context of the policies set forth in this handbook, as applied to an employee covered by a collective bargaining agreement, are subject to the rules and procedures set forth in the collective bargaining agreement. *(Unless indicated with an asterisk (*), this handbook does not apply to employees covered by a collective bargaining agreement.) This handbook is intended to provide employees with basic information. The policies and practices described in this handbook reflect a great deal of concern for the people who make it possible for Infinity Systems, Inc. to exist. . its employees. Nothing contained in this handbook is intended to create a contract (express or implied), or otherwise to create legally enforceable obligations on the part of Infinity Systems, Inc, or its employees.

Because Infinity Systems, Inc. is a growing, changing organization, it reserves full discretion to add to, modify, or delete provisions of this handbook at any time without advance notice. For this reason, employees should check with Guy R. Mullen or Denis B. Nolan to obtain current information regarding the status of any particular policy, procedure or practice. No individual other than Guy R. Mullen or Denis B. Nolan of Infinity Systems, Inc. has the authority to enter into an employment agreement or any agreement that modifies company policy. Any such modification must be in writing and must be signed by an officer of infinity Systems, Inc.

All employment at Infinity Systems, Inc. is at will. At will employment states that both the employee and Infinity Systems, Inc. have the right to terminate employment at any time, with or without advance notice, and with or without cause. No one other than Guy R. Mullen or Denis B. Nolan of Infinity Systems, Inc. has the authority to alter this agreement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy, and any such agreement must be in writing and must be signed by Guy R. Mullen or Denis B. Nolan of Infinity Systems, Inc.

Descriptions of various fringe benefits [such as group insurance] are summaries only. Should the descriptions in this handbook differ with any formal agreement or document involved, the formal agreement or document shall be considered correct. The policies, procedures, practices and benefits described in this handbook replace all earlier written and/or unwritten ones.

MANAGEMENT PHILOSOPHY

Infinity Systems, Inc. employees and their welfare are very important to the success of our company. Our long-range objective is the continuous development of a growing and prospering business through which both the employees and the company will benefit. Every employee is considered a member of our company team. Our success as a company is built on the recognition of the skills and efforts made by each employee. It is our policy to work with all members of our team in a fair and friendly manner and to treat each team member with dignity and respect.

The management of Infinity Systems, Inc. will work continually for the benefit of our present and prospective customers as well as our employees to improve the competitive position of our company. This will enable us to provide excellent jobs for our team members.

General conditions such as safety, cleanliness, and employee accommodations will be evaluated periodically for possible improvement and will always compare favorably with good industry practice. We will be pleased to meet with any employee to discuss suggested improvements in working conditions.

We will devote our best effort to conducting ourselves in a business within which prevails an atmosphere of harmony, with opportunity for all employees of Infinity Systems, Inc.

I. SECTION 1 EMPLOYMENT

A. APPLICATION FOR EMPLOYMENT

All candidates for employment with Infinity Systems, Inc. must fully complete, date, and sign the company's standard employment application form. (A resume will not be accepted in lieu of a completed employment application) The application form should be completed in detail and signed by the applicant to verify the accuracy and completeness of previous employment and personal information.

The company may investigate any portion of the requested information and may deny or later terminate the employment of anyone giving false, misleading, or incomplete information.

The completed employment application form will be made part of the personnel file of those accepted for employment

An employment application form completed by an applicant not selected for available openings will be maintained in an active file for ten (10) days and reviewed for suitable openings. Applications after the ten (10) day period will be discarded.

B. CONFIRMATION OF PREVIOUS EMPLOYMENT

It is the policy of Infinity Systems, Inc to request information from a prospective employee's previous employer(s) in order to obtain the prospective employee's work record as it pertains to his/her application for employment.

C. IMMIGRATION LAW COMPLIANCE

Infinity Systems, Inc. is committed to employing U.S. citizens and aliens who are authorized to work in the United States and will not unlawfully discriminate on the basis of citizenship or national origin. As a condition of employment and in compliance with the federal Immigration Reform and Control Act (IRCA) of 1986, each new employee must complete an Employment Eligibility Verification form (Form I-9) and present documents that establish identity and employment eligibility.

Identity can be established by providing documentation such as a current state-issued driver's license, a state-issued identification card, or similar document such as a school I.D. with photograph, voter's registration card, or military service record.

An employment eligibility document is a Social Security card, a birth certificate, or an immigration document.

If proper identity and employment eligibility documents are not provided, an employee will not be allowed to continue employment.

D. MEDICAL EXAMINATIONS

To help ensure that employees are able to perform their duties safely, medical examinations may be required. When a medical examination is requested a company-appointed physician at the company's expense will conduct the medical examination. Employment and assignment will be conditional pending the receipt of a satisfactory physician's report.

Current employees may also be required to undergo medical examinations. When necessary, these exams will evaluate an employee's ability to perform the essential functions of the position or need for possible accommodation. Such examinations will be conducted for all employees in the same job category and will be scheduled at reasonable times and intervals. The exams will be conducted at the employer's expense.

E. DRUG TESTING

Infinity Systems, Inc. is committed to providing a safe, efficient, and productive work environment for all employees; therefore, job applicants and current employees will be asked to provide body substance samples (such as urine and/or blood) to determine illegal use of drugs or alcohol. Any applicant who fails the drug test will not be accepted for employment. Any employee who refuses to submit to drug testing is subject to disciplinary action up to and including termination of employment. Initial testing will be paid for by Infinity Systems, Inc. subsequent testing will be paid for by the applicant or employee.

Questions concerning this policy should be directed to Guy R. Mullen or Denis B. Nolan.

F. MOTOR VEHICLE RECORD (MVR) INQUIRY

Employees may be expected to drive company vehicles and must provide the company with current and acceptable motor vehicle driving information. Employment and/or assignment will be conditional pending the receipt of a satisfactory report from the State Department of Transportation, Division of Motor Vehicles, and/or Department of Motor Vehicles.

G. GENERAL LIABILITY

Employees who may be required to operate their own vehicles must provide proof of insurance and notice of cancellation before operating a vehicle during work hours for the benefit of Infinity Systems, Inc.

*** H. EQUAL EMPLOYMENT OPPORTUNITY**

Infinity Systems, Inc. is being built upon teamwork and equal opportunity. We will continue to be successful when people are treated fairly and allowed to advance and achieve their full potential. We are proud of the fact that we extend equal employment opportunities to all qualified employees and applicants for employment without regard to race, color, religion, sex, age, national origin, or disability, which if needing accommodation, may be reasonably accommodated as required by law.

We work hard at Infinity Systems, Inc. to promote the fulfillment of human potential and equal employment. We will take action to ensure that all qualified minority group individuals, women, disabled persons, and disabled or Vietnam Era veterans are given the opportunity to know of openings, are encouraged to seek promotions, are considered for employment/promotion opportunities, and, when qualified, are hired or promoted.

All phases of employment including, but not limited to, recruiting, hiring, selection for training, promotion, demotion, discipline, rates of pay or other compensation, transfer, layoff, termination, recall, use of all facilities, and participation in all company-sponsored activities will be administered in a way that furthers the principle of equal employment opportunity.

I. AFFIRMATIVE ACTION

Infinity Systems, Inc. shall continue to base decisions on employment in a way that furthers the principles of equal employment opportunity by hiring and employing qualified, reliable, productive employees without regard to race, color, religion, sex, age, national origin, veteran's status, and mental or physical disability. In order to implement this policy, the company has adopted an affirmative action program.

Infinity Systems, Inc. will cooperate with federal, state, or local government agencies that have the responsibility of observing our actual compliance with various laws relating to employment. The company will furnish such reports, records, and other matters as requested in order to foster the program of equal opportunity for all persons regardless of race, color, religion, sex, age, national origin, disabled or Vietnam Era veteran status, or physical or mental disability.

The company has designated the Company Controller as its Equal Employment Opportunity Officer. The Equal Employment Opportunity Officer is responsible for coordinating all aspects of the Equal Employment Opportunity process to assure non-discrimination and compliance with all applicable orders and guidelines. Questions and/or complaints concerning equal employment opportunity should be directed to the company's Equal Employment Opportunity officer.

J. EMPLOYMENT PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT

Infinity Systems, Inc., Americans With Disabilities Act that prohibits discrimination in any terms or conditions of employment for qualified individuals with a disability. The Americans With Disabilities Act requires that employment decisions be based on the ability of a person to perform the essential functions of a job and not the person's disability or limitations. Further, it requires management to reasonably accommodate individuals with disabilities when necessary.

To comply with the employment provisions of the Americans With Disabilities Act, Infinity Systems, Inc. will:

- Identify the essential functions of a job.
- Determine whether a person with a disability, with or without accommodation, is qualified to perform required duties.
- Determine whether a reasonable accommodation can be made for a qualified individual.

II. SECTION 2 ORIENTATIONS

Following the acceptance of employment, one of the supervisors will discuss job duties and areas of responsibility with a new employee. Company policies and procedures will also be reviewed. A copy of the Information Handbook for Employees will be given to each employee to read and review.

Two copies of an Acknowledgment of Receipt and Understanding are located at the end of the handbook. After reviewing the handbook, each employee must sign the two copies of the statement acknowledging his/her receipt of and his/her understanding of the information contained in the Information Handbook for Employees. One signed/witnessed copy of the Acknowledgment of Receipt and Understanding will remain in the employee's handbook. The other signed/witnessed copy of the statement must be returned to the Main Office within 10 working days of

commencement of employment. This signed/witnessed copy of the statement will become part of the employee's personnel file. The Information Handbook for Employees is the property of Infinity Systems, Inc. and must be returned upon separation from employment.

A. PAYROLL INFORMATION

Following the acceptance of employment, each new employee will be given federal tax forms to complete. The completed forms, the employment application form, and information regarding starting pay, starting date and any other pay or benefit information will be maintained at the Main Office.

B. CONTINUOUS SERVICE DATE

So that the company can maintain a record of the benefits for each employee, a continuous service date will be established for each full-time employee. The continuous service date will be the employee's first day of employment as a full-time employee and will continue uninterrupted as long as he/she remains a full-time employee of Infinity Systems, Inc. Should service be interrupted for a period in excess of three (3) months, the date listed for use in maintaining records for benefits, will be revised to be the employee's first day of return to work

C. IDENTIFICATION

Some projects may require special identification badges and/or cards for Infinity Systems, Inc. employees. Employees will be provided with identification badges and/or cards when they are necessary. Employee will be responsible for the cost of lost I.D. badges or cards

D. EMPLOYMENT OF RELATIVES

The company discourages the employment of close relatives because it is not considered sound business practice. However, under certain conditions, management may waive this policy in favor of employing close relatives within the organization. For the purpose of this policy, a relative is any person who is related by blood or marriage or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

E. EMPLOYMENT OF MINORS

The following provisions apply with respect to the company's employment age requirements:

- The company will fully comply with the Child Labor provisions of the Fair Labor Standards Act and applicable state statutes which govern the employment of minors.
- For purposes of insurance risk, it is the company's policy to discourage the employment of individuals younger than age 18 in any position with the company. In any case involving the hire of a person under the age of 18, a written release must be secured from a parent/guardian in advance of the person's start date.
- Should the company have any reason to question whether an individual applicant is under age 18, the applicant may be required to furnish proof of birth date.

F. EMPLOYMENT-AT-WILL

We hope that each employee's period of employment at Infinity Systems, Inc. can be a rewarding experience. However, we recognize that circumstances change with the passage of time and that some employees may seek opportunities elsewhere or choose to leave the company for other reasons. Other employees may not fulfill the operational needs of the company or changed circumstances may reduce available employment opportunities, which may result in involuntary terminations.

We sincerely hope that none of these situations occur, but realistically we have to acknowledge that the possibility does exist. Therefore, the right of the employee or the company to terminate the employment relationship at will is recognized and affirmed as a condition of employment. At will employment states that both the employee and Infinity Systems, Inc. have the right to terminate employment at any time, with or without advance notice, and with or without cause.

G. EMPLOYEE INFORMATION

Employees are expected to keep the company informed about any major change, which may affect their employment status. Each employee is responsible for promptly notifying the company of important changes in personnel data.

Personnel data should be current and accurate at all times and any change of the following should be reported to the Main Office:

- Name
- Address
- Home telephone number
- Marital status
- Number of dependents
- Emergency telephone numbers and whom to notify in case of emergency
- Change of beneficiary
- Driving record
- Authorized payroll deductions
- Additional education and special training courses

1. Personnel Files

Infinity Systems, Inc. will maintain a file on each employee. An employee's personnel file begins with his/her completed employment application form. From time to time information will be added to this personnel file regarding an individual's employment status with the company. Personnel files are the property of Infinity Systems and will be treated the same as any other confidential company information.

The following provisions apply with respect to the company's standards for establishing, maintaining, and handling employee personnel files:

- All official records concerning an employee will be kept up to date insofar as possible and all employees shall promptly report all pertinent personal information and data changes to the Main Office.
- Employees will be permitted to review their personnel files as permitted by applicable laws
- Information regarding the medical condition or history of an employee will be kept in a separate file with restricted access.
- The personnel file of an employee terminating employment will be maintained in accordance with applicable state and federal laws.

2. Contents of Personnel Files

Employee personnel files may include the following:

- Original employment application
- Employment Eligibility Verification (Form I-9)
- Performance appraisal reports
- Disciplinary action notices
- Special commendation information
- Educational achievement records
- Status changes affecting employee's work and salary history
- Employee's resume (if submitted)
- Signed/Witnessed copy of the Acknowledgment of Receipt, Review and Understanding of the handbook
- Other relevant documents as determined by the employee's supervisor or senior management personnel

3. Personnel File

The following provisions apply with respect to an employee's request to review his/her personnel file:

- The Main Office will have the responsibility of coordinating the review of an employee's personnel file with the employee's immediate supervisor.
- A member of the Main Office staff must be present while the employee reviews his/her personnel file.
- The employee may take notes, but may not remove, deface or otherwise make notations on the documents in his/her personnel file.
- Upon request from the employee, the company may provide a copy of any item(s) in the employee's personnel file.

4. Management's Review of Personnel File

All information in employee personnel files is considered confidential. This information will only be available to the employee, senior management personnel, personnel manager and supervisors or managers who are responsible for the employee. Any violation of this policy is considered a very serious offense.

* H. WORKING HOURS

The company's normal workweek begins at 7:00 a.m. Monday and ends at 4:30 p.m. Friday; however, regular working hours may vary depending on the particular job, department, shift, or working conditions. Regular working hours are as follows:

Office 7:30 a.m. – 4:30 p.m.	M/F	1 Hour Lunch
Field 7:00 a.m. – 3:30 p.m.	M/F	½ Hour Lunch

Employees are expected back at their workstation ready to start work at the end of lunch period.

There are to be no scheduled breaks during a normal workday with the exception of lunch. Employees at the office or on job sites may have coffee at their workstation as long as this does not affect performance or create a safety hazard. Employees working at job sites should make arrangements to bring lunch and eat at the site. Due to the restraints it is not recommended that employees leave the job site to eat lunch. Those who elect to eat off site and leave early or return late will be docked pay.

* I. OVERTIME

Employees or shifts may be scheduled to work overtime or shifts when operating requirements or other needs cannot be met during regular working hours. Whenever possible, advance notification will be provided. If determined necessary, management will authorize overtime work. Employees will be paid overtime compensation in accordance with federal and state wage and hour provisions. Overtime pay is based on actual hours worked. Time off for vacation leave, sick leave, a company-observed holiday, or any leave of absence will not be considered as hours worked when computing overtime.

Any employee who fails to work scheduled overtime or works overtime without prior authorization from management will be subject to disciplinary action up to and including termination of employment.

* J. PREMIUM TIME

Employees required to work in excess of 40 hours during a normal work week will be paid at a rate of one and one-half times their base rate of pay.

* K. REPORT-IN PAY

In the event an employee is told to report for work and weather or other circumstance prevents work that day, the employee will not be paid for report-in hours.

* L. PAY PERIOD AND PAYMENT

The pay period is weekly. The payroll week begins on Wednesday and ends on Tuesday of the following week. Paychecks will be issued on Friday.

* M. RECORDING TIME WORKED

Government regulations require that the company keep an accurate record of time worked by employees in order to calculate pay and benefits. It is important to our cost reporting system that accurate information regarding time, materials (both inventory and purchased), and equipment is turned in expeditiously. It is the requirement of each employee to insure daily his time is turned in to his/her immediate supervisor. Job foreman or superintendents are required to turn in all the time, material or equipment information daily. This information is to be turned over to the receptionist at the main office, daily. Failure to turn time or other cost information in daily could result in a delay for employee or vendor compensation.

Employees are required to check in when they report to work and check out when they finish. They must also check out and in when leaving and returning at any time during working hours.

* N. ATTENDANCE

Regular and on-time attendance is expected for efficient operations at Infinity Systems, Inc. Excessive absenteeism and tardiness is not only inconvenient but also causes costly problems. While it is recognized that an occasional illness or extenuating personal reason may cause unavoidable absence from work or tardiness, regular on-time attendance is required for continued employment.

Employees are expected to personally make the effort to notify the company of any absence or tardiness. Employees should contact their supervisor directly to report any absence or lateness prior to their starting time so that arrangements may be made to alter the distribution of work if necessary. If the immediate supervisor is not available, then the employee should notify the main office of the absence or lateness.

Any employee who fails to maintain an acceptable attendance record will be subject to disciplinary action. Unexcused absence or continued tardiness will influence future promotions, wage increases and/or continued employment. If any employee is absent from work for 2 consecutive working days without informing the main office, it will be assumed that the employee resigned and employment will be terminated as of the last day worked by the employee.

O. FAMILY EMERGENCIES

In the event the Main Office receives word of an emergency related to a member of an employee's family, the employee would be notified as soon as possible. Should the employee be at a location away from his/her normal workplace, arrangements will be made to contact the employee, and if necessary, arrange for the employee to return home immediately.

P. SEVERE WEATHER CONDITIONS AND EMERGENCY CLOSING

Occasionally, severe weather or emergency situations [such as fire, power failure or flooding] can disrupt company operations and circumstances may necessitate early closing, late opening, or cancellation of work. A determination on opening or closing will be made at the discretion of senior management.

Unless otherwise notified, employees are expected to be at work on time. If an employee arrives late, leaves early, or otherwise alters his/her normal work schedule without prior approval from management, he/she will be docked for this time.

Q. PERFORMANCE EVALUATIONS

Management will evaluate performance of employees periodically. The evaluation may consist of a personal interview during which an employee's strengths and weaknesses will be discussed and evaluated and recommendation for improvements may be made. These interviews help to identify the short and long-range goals of employees and determine how they interrelate with the company's purpose and objectives. Senior management must approve any recommendation for promotion, a change of duties, or an increase in pay before any change takes affect. A performance evaluation does not necessarily mean a change in pay or duties.

R. ADVANCEMENT

Infinity Systems, Inc. believes in promoting from within the company. We want employees to have the opportunity for promotion to higher paying positions within the company. A promotion may be based on such factors as quality and quantity of work, prior job performance, experience, educational background, attendance record, safety record, and the ability to work well with others.

We reserve the right to look outside the organization if we feel that an employee with the best qualifications cannot be found within the organization.

* S. PAYROLL DEDUCTIONS from gross pay

The company will make arrangements for payroll deductions for the following:

- Federal income taxes
- Social Security taxes
- Past due taxes
- Garnishments (including child support) or other court ordered wage deductions
- Employee's portion of group insurance premiums
- Employee's portion of group insurance premiums for coverage on eligible dependents
- Uniforms
- Loss, damage, or destruction of company property
- Charitable contributions
- Repayment of employee loans or advances in salary

The employee must authorize deductions (other than statutory deductions). No other deductions will be made unless specifically authorized in writing by the employee. All deductions will be itemized on the employee's paycheck stub. Questions regarding payroll deductions should be directed to the Main Office.

T. ERROR IN PAY

The company takes precautions to ensure that employees are paid correctly; however, if an error does occur, the employee should notify their immediate supervisor. The company will make every attempt to adjust the error no later than the employee's next regular pay period.

* U. GARNISHMENT OF EMPLOYEE WAGES

Garnishments are court orders requiring an employer to withhold specified amounts from an employee's wages for payment of a debt owed by the employee to a third party. State law requires the company to honor garnishments of employee wages (including child support) as a court or other legal judgment may instruct. The law also provides for an administrative fee to be charged when a garnishment occurs. This fee will be an initial setup fee of \$25.00 for each occurrence.

* V. AUTHORIZED CHECK PICKUP

If an employee is absent on payday and instructs someone to pick up his/her paycheck, a note signed by the employee authorizing the person must be provided before the check can be released. The person picking up the paycheck must show proper identification and sign for the check. This policy protects both the employee and the company.

W. SEVERANCE PAY

It is the policy of Infinity Systems, Inc. not to provide severance pay to any full-time or part time employees whose employment is terminated for any reason.

X. ADVANCES

It is acknowledged that emergency situations can arise that necessitates employee requests for pay advances. Any employee requiring such assistance should submit a written request to the Company Controller indicating the nature of the emergency involved. Pay advances will be limited to employees with a good attendance record and at least six months of continuous service. Advances will also be limited to a maximum of two per calendar year and a maximum amount of one-week net take home pay. Repayment of this advance will be done over a maximum eight-week period and there will be a \$25.00 service fee in addition to the advanced amount.

III. SECTION 3 BENEFITS

Infinity Systems, Inc. tries to maintain a well-balanced program of benefits designed to meet the needs of employees and provide protection from financial hardship. These benefits will be reviewed periodically to assure that they keep pace with area practice. The information contained in this handbook regarding employee benefits is not a contract to provide these benefits to any employee. The eligibility requirements of these benefits are described herein or possibly in more detail in a benefits booklet.

Full-time employees are eligible for benefits provided by the company if they meet specific requirements, regarding continuous service.

A. VACATION ELIGIBILITY

Paid vacation will be offered to employees based upon the following sets of conditions unless negotiated differently and so recorded in the employees personnel file.

Salaried Employees including Senior Management, Office Administration and Clerical Support areas are as follows:

- Paid vacation shall be accrued at rate of one day per month, after four (4) months of service, during the first calendar year.
- After the first year of continuous service, the employee will have 10 working days of paid vacation to be taken during a calendar year.

Hourly Employees including Field Employees, Foremen and Superintendents are as follows:

- Field Employees - After three (3) years of continuous service, an employee will have five (5) working days of paid vacation per calendar year.
- Field Foremen - After having four (4) months continuous service, foremen will accrue paid vacation at the rate of one day per month, up to a maximum of five (5) working days per calendar year.
- Superintendents - After having four (4) months of continuous service, Superintendents will accrue paid vacation at a rate of one (1) day per month of service up to a maximum of ten (10) days per calendar year.

NOTE: Paid vacations available to any employee cannot be carried over from one year to the next. Unused vacation will not be paid to employees while they are employed or upon termination of employment.

B. OBSERVED HOLIDAYS

The company normally recognizes the following holidays; however, the company may decide to schedule work on a holiday depending upon job requirements.

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

*Employees to receive compensation for holidays will include the following:

- Salaried Employees
- Field Superintendents
- Field Foremen and Service Technicians (After one (1) year of continuous service or based upon negotiation and noted in employee file)
- Field Employees (After one (3) years of continuous service or based upon negotiation and noted in employee file)

The following provisions apply with regard to holidays observed by the company:

- A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday falling on a Sunday will be observed on the following Monday.
- Paid holiday time will not be considered as time worked for the purpose of computing overtime.
- Exceptions, when specifically negotiated with employees, may apply and must be noted in employee file.

C. EMPLOYEES & DEPENDENTS GROUP HEALTH INSURANCE

Group health insurance is available to all full-time employees. Coverage will become effective on the 1st day of the month following 60 days of continuous employment.

At the present time, the company pays 50% towards the cost of premiums for coverage on employees and 0% towards the cost of coverage on their eligible dependents. Employees who want to include coverage on their eligible dependents may do so by indicating this choice on the group health insurance enrollment form.

As health care costs continue to rise, the company will attempt to provide suitable health coverage to its employees. However, when necessary, the company reserves the right to change the portion paid by employees for health insurance premiums.

If an employee previously covered by the company's group health insurance plan is laid off because of temporary lack of work or illness and is rehired within three (3) months of the layoff, the employee will become eligible to participate in the company's group health insurance plan on the first day of the month 30 days after re-hire and acceptance by the insurance carrier.

The insurance carrier will provide eligible employees with a detailed summary of the insurance coverage provided.

D. CONTINUATION OF GROUP HEALTH INSURANCE (COBRA)

Infinity Systems, Inc. will comply with federal regulations relating to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), which is designed to provide eligible employees and eligible dependents with the opportunity to continue health insurance coverage at group rates in certain instances in which coverage would otherwise cease. The premium for this coverage is the sole responsibility of the employee or dependent. Further information may be obtained from the Company Controller.

E. EDUCATIONAL ASSISTANCE

The company encourages all full-time employees to be more effective on the job and to increase their career potential within the company by voluntary participation in job-related classes, continuing education programs and/or professional seminars outside regular working hours. The company feels employee development is advantageous to both the company and the employee.

With prior written approval from management, the company will reimburse a percentage to eligible employees with 1 or more years of continuous service for the cost of job-related classes/seminars (up to \$1,000.00 in a calendar year) upon successful completion according to the following schedule:

Final Grade Eligible Reimbursement			
A	100%	D	0%
B	80%	F	0%
C	50%		

If an employee attends a job-related class/seminar that requires an overnight stay, reimbursement for lodging and/or meal expenses will be made according to previously established guidelines. Receipts along with a properly completed Expense Report are required at the time the reimbursement is requested.

Any cost to attend a seminar will be paid directly by the company before the employee attends. If the employee fails to attend a seminar, the cost to attend the seminar or any cancellation fee incurred will be at the expense of the employee. Employees requesting educational assistance must comply with the following conditions:

- The employee must submit a written request for educational assistance to the Company Controller listing the name of the school, a description of the course, tuition cost, scheduled time, and whether or not the employee is working toward a degree.
- The employee must be employed full time by the company at the time the reimbursement is paid.
- Upon successful completion of the course, the employee must submit all receipts for books, tuition, and student fees, etc. along with a copy of the final grade received to the Company Controller for review before reimbursement.
- Reimbursement for educational assistance will not be made if the course is dropped, failed, or in any way not completed, or if the employee ceases to be employed by the company for any reason.
- The company will not make reimbursement if the employee is receiving payment for course(s) by grant

or scholarship from other sources, for example, the G.I. bill.

Final approval for all educational assistance will be given by Guy R. Mullen / Denis B. Nolan.

- Any special cases or situations not listed above will be at the discretion of Guy R. Mullen or Denis B. Nolan.

F. JURY/WITNESS DUTY

When an employee is required to serve as a juror or is subpoenaed to serve as a witness time off without pay will be granted as follows:

- The employee must notify their immediate supervisor upon receipt of a summons or subpoena so that arrangements can be made to accommodate the employee's absence.

G. VOTING

The company encourages its employees to vote in every election; however, time off is not provided for voting with pay. Employees should plan to vote prior to or following normal work hours.

* H. FUNERAL LEAVE

In the event of a death in an employee's immediate family, the employee will be allowed time off without pay in order to assist with arrangements or to attend the funeral. Special consideration will also be given in the event of a death of any other person whose association with the employee was similar such as close family friend, a foster child, or significant other.

I. SICK LEAVE

The company allows 40 hours paid sick leave per year to be accrued by eligible employees according to the following guidelines:

Salaried Employees including Senior Management, Office Administration and Clerical Support (Upon completion of six (6) months of continuous employment, sick leave will be accrued at a rate of one day per month up to a maximum of 5 days per year; after 1 year of continuous service, the employee will have 5 sick days per calendar year).

Hourly Employees including Field Employees, Foremen and Superintendents are as follows:

- Field Employees - After two (2) years of continuous service, an employee will have five (5) working days of paid sick leave per calendar year.
- Field Foremen - After having six (6) months continuous service, Foremen will accrue paid sick leave at the rate of one day per month, up to a maximum of five (5) working days per calendar year.
- Superintendents - After having six (6) months of continuous service, Superintendents will accrue paid sick leave at a rate of one (1) day per month of service up to a maximum of five (5) days per calendar year.
- Service Technician – After one (1) year continuous service will accrue five (5) days per calendar year.

NOTE: Paid sick leave available to any employee cannot be carried over from one year to the next. Unused sick leave will not be paid to employees while they are employed or upon termination of employment.

- Sick leave will be calculated based on the employee's base rate of pay at the time of the absence and will not include any special forms of compensation such as incentives, commissions, bonuses, or shift differentials
- Sick leave days may not be allowed to accumulate.
- Sick leave benefits are intended to provide income in the event of illness or injury and may not be used for any other absence.
- Paid sick time will not be considered as time worked for the purpose of computing overtime.
- Unused sick leave will not be paid to employees while they are employed or upon termination of employment.
- The employee must contact his/her immediate supervisor when he/she cannot report to work before the start of his/her scheduled work day. Until medical certification is received, this should be done every day prior to the employee's normal start time so that necessary arrangements may be made to redistribute work.

J. MEDICAL ABSENCES

The company reserves the right to request an explanatory note from the employee's physician should an absence extend beyond 3 consecutive working days due to a non-job-related illness or injury.

- When an employee is absent from work for more than 5 consecutive working days, management will review the situation to determine if there is a need to fill the position in the individual's absence.
- Medical absences for periods in excess of 2 weeks are at the discretion of management and may be denied or approved on conditions which are necessary to the company's interests.
- The status of an employee's position and benefits during and at the conclusion of any such extended medical absence will be determined by management and communicated to the employee before or at the time the absence is granted.

K. MATERNITY LEAVE

It is the policy of Infinity Systems, Inc. to allow maternity leave-without-pay up to 6 weeks with the following provisions:

- The determination of the beginning and closing dates of the employee's absence will be a joint decision between the employee, the employee's attending physician and the employee's supervisor.
- Before commencing maternity leave-without-pay, the employee must use all allowable sick leave and all earned vacation, if applicable.
- The employee may return to work within a specified period of time after commencement of maternity leave-without-pay providing that the employee has medical approval. This period of time can be extended upon medical recommendation if approved by the company and at its discretion.
- If the employee returns to work within the specified time period or as soon as medically approved thereafter, the employee will be reinstated to the position held prior to the leave or a position of equivalent status and pay.
- A medical release from the employee's attending physician is required upon return to work.
- If the employee does not return to work within the specified number of days or as soon as medically approved thereafter, the policies governing leave of absence without pay will apply.

* L. FAMILY/MEDICAL LEAVE

In general, an employee who has completed at least twelve (12) months of continuous service with Infinity Systems, Inc. and performed at least 1,250 hours of service in the prior 12-month period is eligible to receive an unpaid family/medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA). The following provisions apply with regard to the family/medical leave policy for employees of Infinity Systems, Inc.:

Family/medical leave may be taken only if it is made necessary due to one of the following reasons:

1. within twelve (12) months of the birth of a child of the employee in order to care for the child;
 2. within twelve (12) months of the placement of a child with the employee in connection with adoption or foster care in order to care for the child;
 3. a serious health condition of the employee's child, parent, or spouse;
 4. a serious health condition of the employee which prevents him/her from performing the essential functions of his/her job.
- In no instance does the federal law require the company to grant more than a total of twelve (12) weeks of unpaid leave in any consecutive twelve (12) month period.
 - If an employee and his/her spouse both work for Infinity Systems, Inc., they would be eligible for a single twelve (12) week period which they can split between them; however, if the need for leave is for their own serious health condition or that of their spouse or child, each would be eligible for a total of twelve (12) weeks.
 - Any leave granted to an eligible employee under this law because of a serious health condition of a family member may be taken consecutively or intermittently depending on the legitimate needs of the employee. The employee must make a reasonable effort to schedule such leave so as not to disrupt the company's business operations.
 - Any leave granted due to the birth or adoption of a child must be taken consecutively unless otherwise agreed to by the company and must be completed within one (1) year of the adoption or birth.
 - During the leave, the employer will maintain the employee's health care coverage under the same conditions as coverage would be provided if the employee were continuously employed during the entire leave period. Both the employer and the employee will be responsible for payment of their share of the premium during the leave period.
 - Eligible employees must provide reasonable prior notice to the company when requesting a leave of absence under the law.
 - The company may require an employee to provide certification issued by a licensed health care provider in order to ensure that the employee meets the eligibility requirements.
 - The company is not required to comply with the FMLA to the extent an employee is among the highest paid 10% of employees of the company within a 75 mile radius of any work site if the company can show that granting the leave would cause substantial and grievous economic injury to its operations.

For more information about family/medical leave, contact the Payroll office.

* M. MILITARY LEAVE

It is company policy to grant a leave of absence without pay to employees who participate in U. S. Armed Forces Reserve or National Guard training programs in accordance with the provisions of the Universal Military Training and Service Act. This leave must be scheduled in advance with the employee's immediate supervisor.

N. SOCIAL SECURITY

Social Security provides benefits for employees and their families as specified by law in the event of retirement. Hospitalization after age 65 (Medicare), total and permanent disability before age 65, and death at any time.

The company matches the amount of Social Security taxes paid by each employee. Contact the local Social Security office for details.

* **O. WORKERS' COMPENSATION**

Employees of Infinity Systems, Inc. are covered by Workers' Compensation insurance, which is purchased by the company in the state in which it operates. This insurance provides compensation to an employee for lost wages caused by illness, accidental injury, or death suffered in the course of or as a result of his/her employment with the company in accordance with the laws of the state of Texas.

Eligibility: Eligibility for benefits under Workers' Compensation insurance is automatic and effective on date of hire.

Reporting: A report must be filed within twenty-four (24) hours of the onset of illness or injury.

Benefits: Workers' Compensation benefits provide weekly payments based upon a statutory specified amount of the employee's regular earnings as well as payments for medical and hospital expenses arising out of an occupational illness or injury.

Effect on Continuous Service Date:

Any time lost by an employee due to an occupational illness or injury covered by Workers' Compensation insurance will be credited as active service for all company benefits.

The company will comply with all state and federal laws pertaining to Workers' Occupational Diseases and Workers' Compensation.

P. UNEMPLOYMENT COMPENSATION

Unemployment compensation is another form of insurance that is paid for entirely by Infinity Systems, Inc. Unemployment compensation helps employees meet a loss of income resulting from unemployment beyond their control by paying certain benefits while they are out of work. This form of protection is in addition to Social Security, and Workers' Compensation.

IV. SECTION 4 EMPLOYMENT SEPARATIONS

A. VOLUNTARY RESIGNATION

Any employee who voluntarily resigns his/her position with Infinity Systems, Inc. is expected to provide the company with advance written notice of at least 1 week. If the employee does not provide advance notice as requested, the employee will not be eligible for re-hire.

B. EXIT INTERVIEW

An employee planning to leave the company may be asked to participate in an exit interview. In addition to discussing his/her decision to leave the company with his/her immediate supervisor, one of the Partners may meet with the employee prior to the termination. Discussions concerning the reasons for leaving will assist the company in evaluating the effectiveness of its personnel policies and practices. At the time of the exit interview matters relating to final pay and any other personal considerations will be arranged.

C. PAY AT TIME OF SEPARATION FROM EMPLOYMENT

The company will determine if the terminating employee has any outstanding debt owed to the company and whether the individual has in his/her possession any company credit cards, uniforms, tools, keys, safety equipment, manuals, vehicles, ID cards/badges, or other company property.

Upon completion of a full accounting of the employee's and the company's accounts (as determined by the company), a final pay check for time worked (less deductions) will be issued to the employee on the next regular pay day in accordance with applicable federal and state law.

The company will issue a check designated as the final payment for all services rendered. The final check will not reflect any time not actually worked except for an employee separated from employment with the company for any reason before he/she has taken part or all of his/her earned vacation. The employee will not receive pay for his/her earned unused vacation time at the time of separation from employment.

Upon resignation or termination, the employee should contact the Company Controller for possible conversion of any group insurance that the employee was eligible for and participating in and to address any financial issues.

D. LEAVE OF ABSENCE

An employee with at least 12 months of service may ask for a leave of absence without pay from the company; however, no employee is guaranteed a leave of absence. Any request for a leave of absence must be made in writing stating a definitive period of time and must be approved, in advance, by Guy R. Mullen or Denis B. Nolan. If the time period requested is longer than the position can be held open, then the employee will be advised at that time that the job may not be available upon the employee's return to work.

Management may recommend either approval or denial of a leave of absence request based upon business considerations and/or circumstances of the request, (e.g., staffing needs, employee disability, military obligations, family crisis, unusual circumstances, etc.).

Due to lack of work, the company may require an employee to take an unpaid leave of absence. The length of the company-initiated leave of absence may vary. During any approved leave of absence the following provisions apply.

- Employee is responsible for the payment of all insurance premiums for his/her individual coverage and dependent health insurance coverage. This money should be paid to Infinity Systems, Inc. by the first day of each month that the employee is on an approved leave of absence.
- Employee will retain his/her original employment date (continuous service date) showing no interruption in service.
- Credit for paid vacation leave cannot be accrued during an approved leave of absence.
- If an employee accepts other employment, all of his/her benefits with the company will be terminated.
- Any leave of absence is without pay.

E. REDUCTION OF WORKFORCE

In the event that a reduction in the company's workforce becomes necessary, employees over and above the number determined by the company as needed to perform the available work will be terminated. In determining those employees to be retained, consideration will be given to the quality of each employee's past performance, the need for the position held by the employee and, with all other factors being equal, the length of service of each employee. If feasible, but not as a vested right, employees subject to termination will be given a notice prior to the anticipated termination. Upon such termination, all accrued (unused) vacation leave will be voided and any insurance benefits offered will be brought to the employee's attention.

V. SECTION 5 WORK POLICIES AND REGULATIONS CARE OF EQUIPMENT AND FACILITIES

Employees should be concerned with the care and safe use of company-owned equipment and facilities. Employees are expected to follow all operating instructions, safety standards and guidelines. Good housekeeping is also expected of every employee.

If any equipment, machines, tools, vehicles, etc. appear to be damaged, defective, or in need of repair, notify Guy R Mullen or Denis B. Nolan. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others.

Unsafe, destructive, careless, negligent, or improper use or operation of equipment may result in disciplinary action up to and including termination of employment.

A. PERSONAL APPEARANCE/CLOTHING

Personal appearance, proper hygiene and appropriate attire are important to our work practices. Our customers gauge the quality of our company by the attention we show to personal appearance and attire. Each employee personally represents the company and is required to dress in an appropriate manner. Every employee of Infinity Systems, Inc. contributes to the company's overall public image during working hours. Appropriate attire enhances an employee's effectiveness in providing superior service.

Employees are expected to report to work wearing clean clothing. A neat, well-groomed appearance is important to the employee, their fellow workers and to our customers. The company does not object to employees wearing reasonably long hair if it is groomed. Nor does it object to mustaches and/or beards if they are kept trimmed and do not hinder the employee's performance or safety on the job.

*** B. SMOKING POLICY**

Infinity Systems, Inc. is dedicated to providing a healthy, comfortable, productive work environment for our employees as well as a healthy, comfortable environment for our customers. This goal can only be achieved through ongoing efforts to protect non-smokers and to help employees adjust to restrictions on smoking. Therefore, smoking is prohibited throughout company facilities. In addition to the facilities of Infinity Systems, Inc. we have numerous clients whom are just as concerned about their employees. In respect of this, job sites will also be observed as no smoking.

Disregard of this policy is grounds for immediate termination.

The success of this policy will depend upon the thoughtfulness, consideration and cooperation of smokers and non-smokers. All employees share in the responsibility of adhering to and enforcing this policy. Any conflict should be brought to the attention of the appropriate supervisory personnel.

C. UNIFORMS

Infinity Systems, Inc. personnel can be provided with uniforms after 90 days of service, which will be worn at work. Employees are responsible for the cost of their uniforms.

The employee is responsible for returning the uniforms to the company if they are separated from employment. If the uniforms are not returned, the cost will be deducted from the employee's final paycheck.

D. PERSONAL BELONGINGS

Infinity Systems, Inc. recognizes an employee's desire to display mementos pertaining to his/her family or other personal items. While Infinity Systems, Inc. can take no responsibility for the safekeeping of these items; it welcomes its employees to personalize their work areas for added comfort or pleasantness. However, several guidelines must be observed. They are as follows:

- Safety Comes First. No object can interfere with job safety as viewed by company management.
- Nothing can be displayed that, in the opinion of management, is derogatory to any person or system of beliefs.
- Objects that, in the opinion of management, are inappropriate or hinder work efforts will not be allowed and must be removed upon request.

E. SAFETY EQUIPMENT

Employees will be provided with safety equipment if it is a requirement for a particular job. This equipment will be signed for by the employee and replaced at the employee's expense if the equipment is lost, damaged, or stolen. Replacement will be provided if the equipment is shown to be defective.

* F. PERSONAL TOOLS

Employees who work in certain trade positions are required to provide their own tools to perform job assignments. The superintendents will advise employees of the tools required and will make sure that each employee obtains the required tools. The company discourages employees from lending or borrowing tools.

* G. COMPANY TOOLS & EQUIPMENT

The company will furnish all necessary tools & equipment, other than hand tools, to complete job assignments. Each employee is reminded that all items purchased by the company are the property of Infinity Systems, Inc. and represent a very valuable asset of the company. It is the responsibility of the employee to whom tools are assigned to maintain and safeguard these assets as if they were his/her personal property.

An inventory of tools & equipment will be made periodically. If it is determined that an employee is negligent in the proper storage of tools & equipment or if they are misplaced or stolen, the employee will be asked to replace same at fair market value or the cost of the item will be deducted from the employee's pay check.

When leaving a work area, it is required that all tools be placed back in and secured in locked storage where available.

H. SOLICITATION AND/OR DISTRIBUTION

To prevent disruption of business activities, to minimize distractions for all employees, and to preserve company security, solicitation and/or distribution of literature, materials, goods, contest promotions, requests for donations, or any other solicitation and/or distribution is prohibited during working time or in work areas.

I. SECURITY

All doors, files, desks, gates, and any other equipment with locks must be kept locked securely when not in direct use and at the end of each day. Locks should be checked regularly. Company vehicles should be kept locked at all times when not in use. Lost keys must be reported to the Supervisor immediately. Any concerns about security should be directed to the Supervisor.

J. BULLETIN BOARD

The company maintains a bulletin board to keep employees informed of current items of general interest. Employees should check the bulletin board regularly. Posting and/or removal of notices must have the approval of Guy Mullen.

K. OUTSIDE EMPLOYMENT

Infinity Systems, Inc. makes every effort to keep its employees as fully employed as possible and at a good rate of pay. When an employee is on the job, this means that 100% of his/her effort is required. If an employee chooses to work outside of his/her job and the outside employment competes with what is expected of him/her as an employee of Infinity Systems, Inc., opportunities for promotion and advancement with Infinity Systems, Inc. may be limited by his/her decision.

If management feels that outside employment prevents an employee from fulfilling his/her obligations to the company,

the employee will be asked to resign from Infinity Systems, Inc. or to leave his/her outside employment.

All management and supervisory personnel are expected to enforce this policy and, by example, refrain from conflicting outside employment.

L. USING THE TELEPHONE

Each time an employee makes or receives a telephone call he/she represents Infinity Systems, Inc. The manner in which a call is handled determines how our customers judge Infinity Systems, Inc. We have a limited number of telephone lines at the company and it is essential that we keep those lines open for calls pertaining to Infinity Systems, Inc. business.

Personal use of telephones during working hours is not permitted. This includes local calls.

M. PERSONAL MAIL AT THE WORKPLACE

The mail system is reserved for business purposes only. Employees will not be allowed to send or receive personal mail at the workplace.

N. TWO-WAY RADIOS

Employees must use proper procedure and appropriate language when using company two-way radios.

* O. ALCOHOL

Consumption of, possession of, or being under the influence of alcoholic beverages during working hours on company property, in the office, or in any vehicle used for company business is strictly prohibited. Any employee who violates this policy will be subject to disciplinary action including immediate termination of employment. Any employee who reports for work or who is at work is subject to blood/alcohol testing to determine the presence of alcohol in the body.

* P. DRUGS

The company has in place a substance abuse policy that incorporates the provisions of the Drug-Free Workplace Act of 1988. All employees must abide by all of the terms and conditions of this policy while employed by Infinity Systems, Inc. In this regard, employees are required to read the policy and sign a statement acknowledging their understanding of the policy and intent to follow the policy. Any employee who reports for work or who is at work is subject to chemical screening and/or blood/alcohol testing to determine the presence of unauthorized drugs in the body.

* Q. POLICY ON HARASSMENT

Consistent with our policy of equal employment opportunity, harassment in the workplace based on a person's race, sex, religion, national origin, age, or disability will not be tolerated concerning employees or applicants for employment.

One aspect of our policy requiring some clarification is the prohibition of any form of sexual harassment in the workplace. The following describes the type of conduct that is prohibited as well as the complaint provisions to investigate and remedy any problems that may arise.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature. No employee 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 evaluation, wages, advancement, assigned duties, 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.

Sexual harassment also includes unwelcome sexual flirtations, advances or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic or verbal commentaries about an individual's body, sexually degrading words used to describe an individual, a display of sexually suggestive objects or pictures in the workplace, sexually explicit or offensive jokes, or physical assault.

Any employee who feels that he/she is a victim of sexual harassment, including but not limited to, any of the conduct listed previously, by any supervisor, management official, other employee, customer, or any other person in connection with employment at Infinity Systems, Inc. should bring the matter to the immediate attention of Guy R. Mullen or Denis B. Nolan.

If that would prove to be uncomfortable, an employee may directly contact any other member of management. Every effort will be made to promptly investigate all allegations of harassment in as confidential a manner as possible and appropriate corrective action taken if warranted.

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

VI. SECTION 6 EMPLOYEE CONDUCT

A. CONFLICTS OF INTEREST

Employees shall avoid outside employment, activities, investments, and other interests that involve obligations that may compete with or be in conflict with the interests of Infinity Systems, Inc. A conflict of interest can arise in dealings with anyone that the company transacts business; i.e., customers, owners, buyers, suppliers, banks, insurance companies, and people in other organizations with whom we contact and make agreements.

Conflicts of interest should be avoided and may include the following examples:

- Working for any group mentioned above for personal gain.
- Engaging in a part-time activity for profit or gain in any field in which the company is engaged.
- Borrowing from, or lending money to, individuals representing organizations with whom business dealings are conducted.

B. PERSONAL CONDUCT

The company expects that all of its employees will conduct themselves with the pride and respect associated with their positions, fellow employees, customers and the company. Employees should always use good judgment and discretion in carrying out the company's business. The highest standards of ethical conduct should always be used by employees of Infinity Systems, Inc. Improper conduct by and between employees and/or by and between employees and business associates on company premises or adversely affecting company work will not be tolerated. Any employee demonstrating improper conduct will be subject to disciplinary action including termination of employment.

*** C. INSUBORDINATION**

You are expected to promptly perform job assignments given by your supervisor or other management representatives. If you object to an assignment or instructions, you are expected first to perform the task or comply with the directive; afterwards, you may discuss the assignment with your supervisor or another management representative.

If you refuse or fail to carry out an assignment or comply with established procedures, it will be treated as misconduct, possibly warranting immediate dismissal.

Verbal abuse of a supervisor, including the use of profanity or vulgarism, name-calling, threats or ridicule, also will be treated as insubordination, and you will be subject to disciplinary action.

Other actions considered insubordinate and subject to discipline include, but are not limited to, failure to obey safety rules or use required safety equipment and unreasonable refusals to work overtime. Physical attack by you on a supervisor or other management representative will be punished by immediate discharge.

D. CONFIDENTIALITY

Infinity Systems, inc. is engaged in a business, which requires that a strict code of confidentiality of information be maintained. Employees are prohibited from storing information outside of the company (either in written or electronic form) about any matter pertaining to the conduct of the company's business, which may compromise a customer, or the company to outsiders. Any employee who compromises information may be subject to termination of employment.

E. BRIBES, KICKBACKS AND OTHER ILLEGAL PAYMENTS

Bribes, kickbacks and other illegal payments to or from any individual with whom we conduct business are prohibited.

Certain types of rebates to the company from suppliers (but not to or from an individual employee) are legitimate to correct commercial inequity if done within government trade regulations.

F. ACCEPTING GIFTS

Normally a gift to an individual from an outside source is considered the property of the company unless management makes an exception. It is the policy of Infinity Systems, Inc. that no employee shall receive any gift, excessive or unusual entertainment, loan, or other favor from any outside source without approval from management. Any employee who fails to abide by this policy will be subject to disciplinary action including immediate termination of employment.

VII. SECTION 7 CONDUCT RULES

*** A. RULES TO HELP US ALL**

It is the policy of Infinity Systems, Inc. to expect all employees to abide by certain work rules of general conduct and performance at all times. The regulations governing employee conduct and responsibilities have been established in the

best interest of the company, its employees, and its customers.

Accordingly, a violation of these regulations constitutes misconduct on the part of the employee and appropriate disciplinary action will be initiated. These rules are guidelines only and are not all-inclusive. Disciplinary action may include, but is not limited to, verbal reprimand, written notice, and suspension from work without pay, and immediate termination of employment. Management reserves the right to terminate or discipline any employee as the company, at its discretion, considers necessary in individual circumstances.

In the event an employee is suspended from work for disciplinary reasons, benefits will not accrue nor will benefits be recoverable during the suspension period.

B. EXAMPLES OF MISCONDUCT

The following are only examples of misconduct for which an employee may be subject to discipline and these examples do not constitute a complete list of the circumstances for which discipline will be warranted.

- Falsification of any records or reports pertaining to absence from work, claims pertaining to injuries occurring on company premises, claims for any benefits provided by the company, communications or records including personnel records.
- Disclosing confidential information to outsiders.
- Gambling or fighting on job sites or company property.
- Unethical conduct or serious conflicts of interest.
- Concealing defective work.
- Stealing the company's property, a customer's property or the property of any employee; hiding, concealing or misappropriation of company property or the property of other employees or customers; sabotage or willful damage to company property, or the property of other employees or customers.
- Unauthorized use or sale of any company-owned property, salvage material or equipment.
- Reporting to work under the influence of alcohol or illegal drugs; possession, sale or use of marijuana or illegal drugs or chemicals or consumption of alcohol while working on job sites, in the office or in company vehicles.
- Gross negligence or willful acts in the performance of duties resulting in damage to company property or injury to others.
- Gross insubordination (a willful and deliberate refusal to follow reasonable orders by a member of management).
- Willfully misusing company property.
- Violation of the company's equal opportunity or sexual harassment policies.
- Serious safety violation resulting in injury.
- Not following a reasonable order or failure to perform work assigned or to comply with work and safety rules.
- Violation of company policies.
- Misuse of company equipment.
- Gaining unauthorized access to company records.
- Speeding or reckless driving or unauthorized use of company vehicle.
- Use of threatening, profane or abusive language.
- Demonstration of lack of courtesy towards other employees, customers or vendors.
- Not completing assignment up to the quality required by the company.
- Failure to report personal injury resulting from an on-the-job work situation.

VIII. SECTION 8 SAFETY RULES

*** A. SAFETY**

Infinity Systems, Inc. is committed to the safety of its employees and its property and equipment. To this end, we will utilize a safety program in our daily activities. It is necessary that the company establish safety rules and regulations to be observed by all employees at all times.

Any employee who disregards any company safety rule and/or regulation is subject to disciplinary action including termination of employment. With regard to these rules, the following will be considered standard procedure for all employees:

- Should a safety regulation be modified so that an employee's safety is something less than it should be, the employee should inform Guy R. Mullen or Denis B. Nolan.
- All questions concerning the reason for doing something in a certain manner may be asked of any member of management at any time.
- Employees' decisions should always be guided by the company's commitment to safety.
- Should a hazardous situation or condition exist and a decision has to be made on safety or production, safety concerns should always take precedence over production.

It is management's responsibility to see that every employee at Infinity Systems, Inc. is provided with safe working conditions, all safety regulations are observed and employees use good common sense to protect themselves as well as others. Management will periodically inspect working conditions and may suspend all work activity until an unsafe condition is corrected.

The most important part of safety is YOU. It is your responsibility to abide by the safety rule. These rules are made for your protection. Report any personal injury IMMEDIATELY, however minor. Report all dangerous conditions and unsafe practices to Guy R. Mullen or Denis B. Nolan. Please review and familiarize yourself with the safety manual.

*** B. HAZARDOUS WASTES**

The Environmental Protection Agency has grouped certain chemicals and chemical groups into categories that have been defined as toxic. This means that in concentrated forms or by accumulating and combining with other chemicals (even the air) these chemicals can be hazardous to human health if exposure occurs.

From time to time in the normal course of their jobs, employees may handle materials that have been classified as hazardous by the standards of the Occupational Safety and Health Act (OSHA) regulations.

Material Safety Data Sheets (MSDS) or labels that state the chemical ingredients of the contents, precautions to take, and what to do if exposure occurs should accompany hazardous materials that are received from our suppliers.

Employees will be instructed on how to control hazardous wastes and what to do if they are exposed to hazardous wastes.

If any employee suspects that the materials or wastes he/she may encounter as an employee are hazardous (whether or not they are being created or used by the company), he/she should inform your supervisor immediately.

As a company, we are committed to not creating or disposing of hazardous wastes that will contaminate the environment. Whenever possible we will choose materials, which have been judged as non-hazardous, and we will properly dispose of hazardous materials if they are used. Also, we will not knowingly dump any wastes into the environment at any time.

C. REPORTING INJURIES AND ACCIDENTS

When any accident, injury, or illness occurs while an employee is at work, it must be reported to your immediate supervisor as soon as possible regardless of the nature or severity.

The company will provide the proper forms for reporting job-related accidents, injuries and illnesses. Any employee failing to report such occurrences is subject to disciplinary action.

In the event of a vehicular accident involving a company-owned/leased vehicle or while on company business, the employee must report all information immediately to the Corporate Controller and/or the office. In no instance should responsibility for an accident be expressed to anyone until the proper person in the company has been notified and permission to make statements has been obtained.

IX. SECTION 9 TRANSPORTATION AND TRAVEL EXPENSES

*** A. COMPANY OWNED/LEASED VEHICLES**

Guy R Mullen or Denis B. Nolan must authorize all travel in company vehicles on other than company business in advance. This includes vehicles that may be leased by the company as well as those vehicles that are owned by the company. The following are specific policies related to company owned/leased vehicles:

- Company owned/leased vehicles will be driven only as needed for jobs during working hours.
- Company owned/leased vehicles will not be driven for private use unless specific arrangements have been made in advance.
- Only the driver assigned to the vehicle is authorized to sign for gasoline, oil, etc.
- Alcoholic beverages or illegal drugs or chemicals will not be allowed in a company vehicle at any time.
- No driver who has been drinking alcoholic beverages or is under the influence of drugs or chemicals will be allowed to drive a company-owned/leased vehicle.
- No one, other than an authorized company employee, is permitted to operate or ride in a company-owned/leased vehicle.
- Vehicles must be kept clean (interior and exterior) at all times and thoroughly washed on a regular basis.
- Vehicles must be properly maintained according to the manufacturer's schedule.
- Any employee who misuses a company-owned/leased vehicle will be subject to dismissal.
- Any damage to a company-owned/leased vehicle caused by employee carelessness, neglect, or misjudgment is the responsibility of the employee. This includes insurance deductibles.

B. PERSONAL VEHICLES

Employees may use their personal vehicles on official company business provided prior approval has been obtained from Guy R. Mullen or Denis B. Nolan. A mileage rate based on acceptable and current Internal Revenue Service regulations will be paid to an employee who uses his/her personal vehicle on official company business. Minimum insurance requirements as specified by the company's insurance carrier must be in effect at the time the employee's personal vehicle is used and the employee will be required to provide that appropriate proof of insurance.

Personal vehicle mileage does not include mileage from the place of residence to the first job site. Mileage between the main office and the first and/or last job site is not reimbursable unless the employee is specifically carrying material for a job site. Mileage will be reimbursed for employees required to move to different job sites during the day, provided they are in their own vehicle. Parking is considered under personal vehicle use and will be reimbursed provided proof of insurance and original parking receipt(s) are turned in.

*** C. TRAVEL EXPENSES**

The company will reimburse an employee for some expenses incurred when he/she is on assignment away from the normal work location. The company will reimburse the employee for the cost of travel, lodging, meals, or other expenses directly related to accomplishing the assignment, provide the employee submits a company expense report accompanied by receipts showing name(s), date(s), business discussed, amount(s) and the account to be charged. Employees are expected to limit expenses to reasonable amounts.

Guy R. Mullen or Denis B. Nolan must approve all business travel in advance.

Questions concerning the proper procedure for making travel arrangements or reservations, the types and amounts of expenses that will be reimbursed, personal travel and traveling with companions, use of credit cards, or the completion of expense reports should be directed to Guy R. Mullen or Denis B. Nolan.

*** D. EXPENSE RECORDS**

All expense records (including gasoline credit card receipts) must be turned in weekly. An Expense Report form must be properly completed and submitted. Documentation for all expenses is required. Any item that is not accompanied by a receipt will not be approved.

E. TRAVEL ADVANCES

An advance to cover reasonable anticipated expenses for travel may be provided to an employee after travel has been approved. The employee should submit a written request to Guy R. Mullen or Denis B. Nolan when an advance is necessary.

X. SECTION 10

EMPLOYEE CONCERNS

Infinity Systems, Inc. believes in open communication. If an employee has a suggestion or concern, management wants to know about it. In most cases, an employee will get satisfaction by discussing the matter with his/her supervisor. However, the company recognizes that not all complaints will be satisfactorily resolved between an employee and his/her supervisor.

For complaints that cannot be resolved informally between an employee and his/her supervisor, the following procedure has been established to ensure a fair and impartial review. The employee must present his/her complaint to Guy R Mullen or Denis B. Nolan who will make a thorough inquiry into the facts and circumstances of the complaint and will make every effort to resolve the matter promptly and fairly within 5 working days of receiving the complaint. Time periods specified may be extended at the discretion of the management person reviewing a particular complaint if extenuating circumstances justify a longer period. Regardless of the time limits established, the filing of a complaint will not be accepted after an employee has been terminated from employment.

This complaint reporting procedure does not apply directly to complaints of harassment that are more specifically discussed in Section 5 (Work Policies and Regulations).

***INFINITY SYSTEMS, INC.**

Acknowledgment of Receipt and Understanding

Read and Sign Immediately

I understand and/or agree that:

- The statements contained in the Information Handbook for Employees of Infinity Systems, Inc. are intended to serve as general information concerning Infinity Systems, Inc. and its existing policies, procedures, practices of employment and employee benefits.
- Nothing contained in the Information Handbook for Employees of Infinity Systems Inc. intended to create, nor shall be construed as creating, a contract of employment (express or implied) or guarantee employment for a definite or indefinite term.
- From time to time Infinity Systems Inc. may need to clarify, amend and/or supplement the information contained in the Information Handbook for Employees of Infinity Systems, Inc. and that the company will inform me when changes occur.
- I have received & reviewed a copy of the Information Handbook for Employees of Infinity Systems, Inc., have read and understand the information outlined in the handbook, have asked any questions I may have concerning its contents and will comply with all policies and procedures to the best of my ability.

Employee

Signature _____

Employee's

Printed Name _____

Date _____

Authorized

Witness

Signature/Printed _____

REGULATIONS

The intent of the following statements is to establish guidelines and procedures for employees to follow while employed with Infinity Systems, Inc.

ATTENDANCE & TARDINESS

Your supervisor based on specific job needs establishes working schedules and starting times. Your supervisor is responsible for communicating work schedules to you. Normally 7:00 am. – 3:30 pm. are the working hours.

You are expected to be at your workstation in a fit condition and ready to work at starting time. Work activity should commence at starting time and continue until the normal designated stopping times for lunch or end of work. No organized breaks are allowed. No gathering by personnel for breaks is allowed. Leaving work area for breaks is not allowed. Lunch breaks are 30 minutes in length; this means be back at your work area at the end of the lunch period.

In the event of an absence or tardiness from an assigned work schedule, you are required to report the absence to your supervisor. When reporting an absence, you must telephone your supervisor; you must call within one hour of your scheduled start time, or as soon thereafter as possible.

Infinity Systems, Inc. reserves the right to require you to submit a physician's certification in the event of repeated absences for medical reasons or in the event of medical absences exceeding three days.

Time off from work is unpaid.

Your absence will be considered excused if you provide proper and timely notification deemed satisfactory to your supervisor. Timely notification means calling in within the hour of starting time for providing advance notice for absences that can be anticipated.

Your absence will be deemed unexcused when you fail to call in, give late notice, fail to give advance notice for an absence that can be anticipated, exceed the number or length of absences as defined by policy or authorized in advance by the supervisor.

Excessive absenteeism is defined as two or more instances of unexcused absences in a calendar year and are considered grounds for discharge.

In the event you are absent for three days or more without prior notice or approval, such absence will be viewed as job abandonment. You will be terminated from employment as voluntary resignation.

TARDINESS

Excessive tardiness shall be subject to corrective discipline or termination. Excessive tardiness is

defined as three or more instances of lateness in a calendar month. Any twelve instances of lateness in a calendar year are considered grounds for discharge.

You may request permission from your supervisor to leave work before the scheduled end of the workday. Approval of such absences should be based upon the urgency of the reason for the absence and the needs of the job. As a general rule, leaving early should not exceed one instance per month or five instances in a calendar year.

CARELESSNESS & INCOMPETENCE

The first 90 days you are employed are considered a probationary period. During the probation periods, you will receive instruction and training from your supervisor or designated co-workers. If you cannot perform satisfactorily at the end of the probation period, despite your supervisor's effort to correct your poor work, you may be discharged.

Your supervisor is responsible for communicating performance expectations established for your position and for counseling you on ways you can improve your performance. Your failure to improve your work habits and production after counseling will lead to discharge.

You are expected to perform your duties with care and attention to the customer's needs and Infinity Systems Inc quality standards and requirements. If you are careless or negligent in performing your job duties, you will be subject to progressive discipline, particularly if your carelessness or negligence results in mistakes, errors, or safety hazards. This could result in your immediate discharge.

INSUBORDINATION

You are expected to promptly perform job assignments given by your supervisor or other management representatives. If you object to an assignment or instructions you are expected first to perform the task or comply with the directive. Afterwards you may discuss the assignment with your supervisor or another management representative.

If you refuse or fail to carry out an assignment or comply with established procedures, it will be treated as misconduct, possibly warranting immediate dismissal.

Verbal abuse of a supervisor, including the use of profanity or vulgarism, name-calling, threats or ridicule, also will be treated as insubordination, and you will be subject to disciplinary action.

Other actions considered insubordinate and subject to discipline include, but are not limited to, failure to obey safety rules or use required safety equipment and unreasonable refusals to work overtime. Physical attack by you on a supervisor or other management representative will be punished by immediate discharge.

PERSONAL APPEARANCE OF EMPLOYEES

You are expected to report to work in a clean, neat manner dressed for work as defined in these guidelines. We regularly come in contact with the public or customers and we expect our employees to be well groomed and dressed in appropriate attire. Your attire should include pants, shirt with collar and work boots or shoes. The wearing of attire such as shorts or clothing with vulgar language or pictures is not acceptable.

Your supervisor is responsible for interpreting and enforcing the dress code. You are responsible for reporting to work in a clean, neat manner dressed for work.

If you wear inappropriate garments, you should be advised that the item is contrary to the policy and should not be worn again. If your clothes are unsafe or distracting, you may be sent home to change your attire, without pay.

COMMUNICATION PROCEDURES

You should talk to your supervisor about any problem, complaint, or suggestion that might arise concerning your work; hence, your supervisor is given the first opportunity to act accordingly. If you feel the situation has not been rectified to your satisfaction, you should refer your complaint or suggestion to the next supervisor in command.

TOOLS AND EQUIPMENT

Most jobs require that you perform your duties with your own hand tools. If you are a new employee and do not own hand tools required for your job, you will be expected to purchase them within a reasonable length of time. A copy of the list of tools will be provided to you.

Hand tools are your personal property. Loaning your hand tools to another employee is your responsibility. Tools and ladders that are company property should not be used for personal use without consent of the General Superintendent. Gang boxes and ladders on jobs are everyone's responsibility and need to be locked up when not being used. Infinity Systems Inc will provide locks and chains company tools are assigned to each field foreman and they are responsible for the maintenance and upkeep of tools. If tools are lost or stolen, they must immediately be reported to your supervisor.

TIME-KEEPING PROCEDURES

It is necessary for you to record and keep information relevant to materials used (purchased or taken from inventory), operations performed and job numbers. Each foreman is responsible for his men's time and must call in daily to the company receptionist. This includes time for each man assigned to his job.

EXPENSE REIMBURSEMENT

Infinity Systems Inc will reimburse employees for any necessary job related expense incurred during the course of performing their required duties. These include any parking fees and/or transportation that occur after you leave a job to go to another job on the same day. If you are asked to come by the shop in the morning for company business, thereupon travel expense will be paid to job site. You will be reimbursed at the acceptable current IRS regulated rate for all work related mileage. All reimbursement requests must be documented and submitted for payment on an expense report. These reports are payable on the 1st and 3rd pay period of each month.

You may use telephones for calling only during lunch and before or after working hours. If you work in the shop and want to place an outgoing call during normal work hours, you must obtain your supervisor's approval. Abuse of telephone privileges will result in disciplinary warnings.

COMPANY UNIFORMS

Company uniforms may be rented through a service contracted by Infinity Systems Inc. These uniforms are at the employee's expense. If you are interested in this service, you may obtain more information from your supervisor.

SALARY INCREASES

Raises are not automatic and are based by performance on the following criteria

QUALITY OF WORK - Consider accuracy and workmanship.

- Does your work seldom need to be checked?
- Is the appearance of your work professional?
- Are there seldom mistakes or is there considerable re-work?
- Is the quality of your work consistent?

PRODUCTIVITY - Consider the volume of work produced under normal conditions

- Does your work include speed and work intensity?
- Do you stay at your job and demonstrate good work habits?

JOB KNOWLEDGE

- Is your job knowledge gained through experience, education and training used to the fullest?

DEPENDABILITY & ATTENDANCE

- Are you dependable to do the job as required?
- Do you notify your supervisor promptly if you will be absent or tardy?
- Are you frequently tardy or absent?

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