

For Immediate Release

TSW Utility Solutions, Inc. Signs Settlement Agreement with Federal Government; Avoids Trial

Six (6) Charges Settled Alleging Violations of Federal Labor Law

Indianapolis, January 21, 2014: TSW Utility Solutions, Inc. settled six (6) charges alleging violations of federal labor law thereby avoiding a trial in front of the National Labor Relations Board (NLRB), the federal government agency tasked with enforcing union organizing rights for workers. TSW is a local construction contractor who performs utility work throughout Central Indiana.

Seven (7) charges were filed by the Laborers Union against TSW late in 2013. TSW President, Richard Wagner, signed a settlement agreement with the NLRB and the Laborers Union on six (6) of those charges on December 17, 2013. The union voluntarily withdrew the seventh charge. The settlement agreement was approved by the NLRB, Regional Director on December 23, 2013.

The settlement agreement requires TSW to post a notice prepared by the National Labor Relations Board at TSW's offices for sixty days (60) informing TSW employees, in part, the following:

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT ask you if you wish to engage in union or protected concerted activity.

WE WILL NOT call the police to remove Union Organizers, who are engaged in lawful Union activities, from areas at or near our jobsites.

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WE WILL NOT photograph or otherwise engage in unlawful surveillance of your lawful union activity or the lawful protected activity of Union Organizers.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

The settlement agreement also requires TSW to sign and mail the notice, at their own expense, to every current and former employee employed at any time since August 22, 2013.

Included in the scope of the settlement agreement were the specifics of the allegations. A non-admissions clause was also part of the settlement agreement. The specific allegations which were settled included the following:

1. On August 22, 2013, called the police because the union organizers engaged in protected activity;
2. On August 22, 2013, polled its employees about their desires to engage in protected union activity;
3. On August 23, 2013, surveilled union organizers by photographing them while they were engaged in protection activity
4. On August 23, 2013, called the police because the union organizers engaged in protected activity;
5. On August 26, 2013, called the police because the union organizers engaged in protected activity;
6. On August 28, 2013, surveilled union organizers by photographing them while they were engaged in protected activity.

Under federal law, employees are free to talk with Union Organizers on non-work time in non-work areas without interference, intimidation, or surveillance from employers or their management representatives. This ensures that employees are free to learn about the benefits of belonging to a union without undue influence from their employers.

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