

May 2, 2018

Richard P. Gilardi, Esq.
GILARDI, OLIVER & LOMUPO, P.A.
223 Fourth Avenue, 10th Floor
Pittsburgh, PA 15222

Re: Demand for Arbitration

Dear Mr. Gilardi:

I am in receipt of your Demand for Arbitration sent to the American Arbitration Association's (AAA) Philadelphia office. This is to advise you that the Communications Workers of America (CWA) does not agree to utilize the services of the AAA.

The "Sector Agreement" to which you refer was executed in 2011 and does provide for a dispute resolution procedure. Article 9 of that agreement ("2011 PPMWS Agreement") provides:

"In the event an alleged violation of this Agreement occurs and/or the parties have a dispute over the terms, the parties will immediately meet to resolve such dispute. If the dispute cannot be resolved within 30-days, dispute resolution may be engaged at any time by either party before a mutually-agreed upon third party neutral. This arbitrator shall have no power or authority to add to, subtract from, alter, amend or modify any of the terms of the Agreement. Expenses of arbitration, including all transcript costs, shall be shared equally by the parties, and the award of the arbitrator shall be final and binding. Both parties waive any right to appeal the dispute and/or the arbitration to the CWA internal appeals procedure."

First, the provision only calls for a "mutually-agreed upon third party neutral." It does not provide for the AAA to administer this process. As stated above, CWA does not agree to having the AAA administer the process.

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Moreover, CWA is unclear what the "alleged violation" or "dispute over the terms" of that agreement is. CWA has not taken any action that could be deemed a "violation of the Agreement" nor is it aware of any dispute over the terms of the agreement. In fact, CWA has been attempting to negotiate a change in structure of PPMWS with its Executive Officer and Laws and Finance Committee because the current structure is unsustainable on multiple fronts. President Shelton has indicated if that effort is unsuccessful, he will use any constitutional tools available to address the underlying issues.

In addition, the demand for arbitration is premature, at best. The parties agreed to attempt to resolve any "alleged violations" of the agreement or "dispute over the terms" "immediately" and only if the dispute "cannot be resolved within 30 days" would "dispute resolution" appropriately be demanded by either party before "a mutually-agreed upon third party neutral." This step has not occurred yet as no one has advised what "alleged violation" or "dispute over the terms" has occurred.

While CWA may have additional questions about the filing, CWA nevertheless needs to understand what the alleged violation or dispute is. Please advise specifically what the "alleged violation" or "dispute over the terms" is so that CWA may be prepared to discuss an attempt to resolve the issue.

In unity,



Patricia M. Shea
General Counsel

cc: Chris Shelton
Ameenah Salaam
Jody Calemine
George Kohl