

May 31, 2018

Patricia M. Shea, Esquire
Communications Workers of America
501 Third Street, NW
Washington, DC 20001-2797

Re: PPMWS Demand for Arbitration

Dear Attorney Shea:

Please accept this letter as a response to your correspondence to me dated May 2, 2018. You stated in your letter that the Sector Agreement does not provide a dispute resolution procedure, the CWA will not consent to the use of AAA as a means of selecting a neutral, and you are unaware of any violation of the agreement or dispute over the terms of the agreement.

As you know, the PPMWS Agreement provides for two (2) full-time representatives. Since the retirement of Linda Morris-Cooley in June of 2017, the second full-time representative position has not been filled by the International. Despite numerous requests by the Sector to fill the position, CWA President Chris Shelton unequivocally stated on December 5, 2017 that the second staff position would not be filled. The failure of the CWA to fill the vacancy of a second full-time representative in the Sector is a violation of the Agreement. If you are agreeing to fill this vacancy within thirty (30) days of the date of this letter, there would be no breach of this specific provision. Please advise if you will be filling the vacancy.

Additionally, CWA President Shelton has repeatedly stated – in writing and verbally – that it is his desire to dissolve the PPMWS as soon as possible. The dissolution of the Sector would clearly violate the parties' Merger Agreement and the PPMWS Agreement, as amended in 2015. The expressed and unequivocal desire of Shelton to eliminate the Sector triggers not only a dispute over the terms of the Agreement, but also an anticipatory breach of the Agreement.

We met in Pittsburgh on January 30, 2018 to discuss these issues, as well as others. The meeting was attended by representatives of the PPMWS (counsel included) and by international representatives and counsel from the CWA. Likewise, Sector President Dan Wasser, or a Laws Committee member, has spoken with CWA President Shelton – either in person or by phone – on March 2, 2018, March 7, 2018, March 14, 2018, and March 21, 2018. In every single one of those conversations, Shelton has definitively stated that he will not be filling the second full-time representative position for the PPMWS. Likewise, Dan Wasser has offered various proposals to keep the Sector subsisting and functioning efficiently, but Shelton

has refused to adopt any of the proposals and has maintained that he wants the Sector eliminated.

As you referenced in your letter, paragraph 9 of the PPMWS Agreement provides, in part: “dispute resolution may be engaged at any time by either party...” If our submission to AAA for a panel of arbitrators didn’t tip you off, please be advised that we are hereby engaging our agreed upon right to dispute resolution.

If you would like to meet to discuss the issues referenced in this letter – as well as others – we will gladly do so. Additionally, please provide your suggestion as to the method of selecting a third-party neutral, since you have not consented to the use of AAA. I look forward to your response.

Thank you.

Yours very truly,
GILARDI, OLIVER & LOMUPO

Richard P. Gilardi