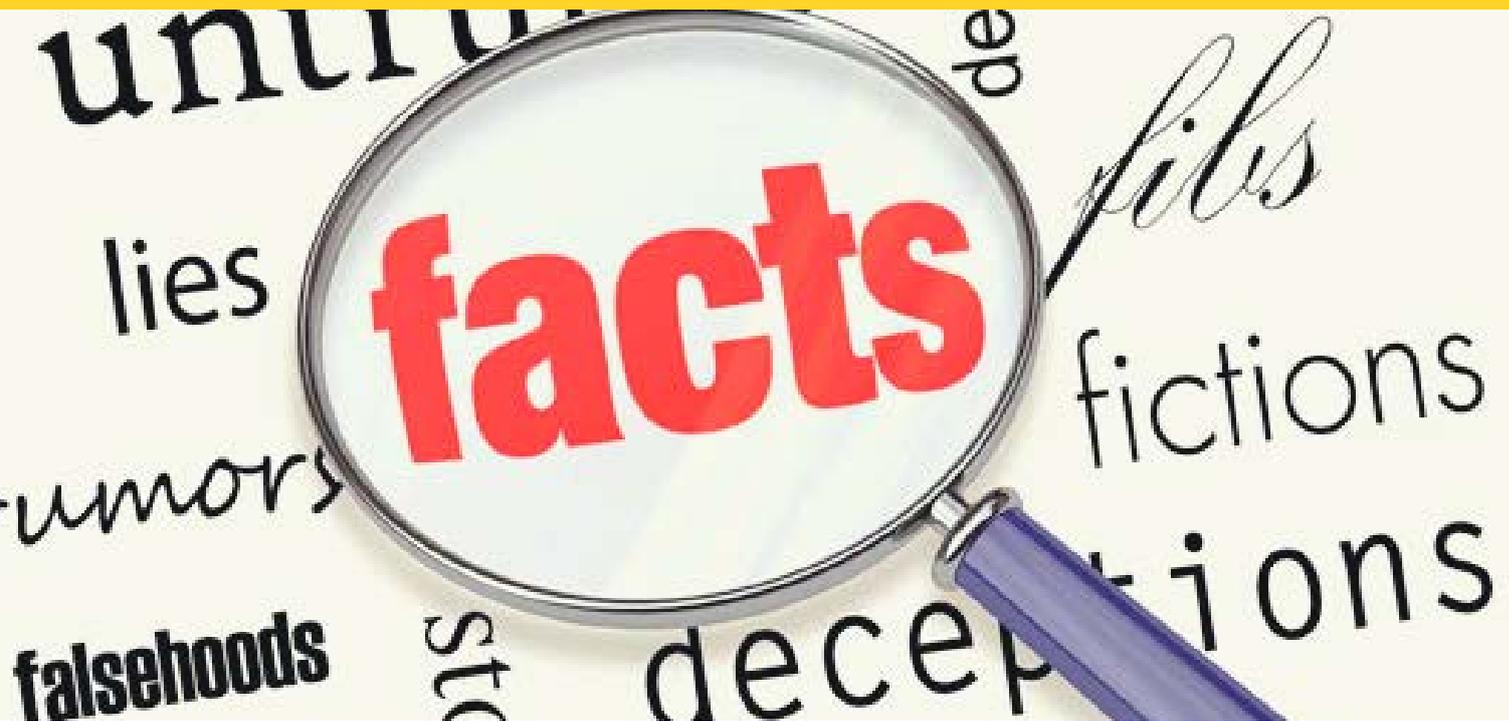


# INSIDE THE CWA

Not Just Words, But The Facts To Back It Up...DanWasser.com



## THE WASSER RECALL FACTS!

### Straight to the Point - Shelton's Fact Spinning

Shelton's latest flyer, once again tries to detract you from the real motives of everything. He attempts to lay out in his flyer the "Key Issues Before the Board Triggering the Wasser Recall Election." But we thought you had already done that Chris - along with trying to lay out your facts of dissolving the PPMWS! If you haven't seen Shelton's latest flyer yet, you will.

The alleged reasons he states are due to 1. A Runaway Trust (aka Union Printers Home); 2. Wasser "Violating the CWA Constitution," and 3. Unauthorized use of union resources." So let's take a look at these statements.

The runaway trust and unauthorized use of union resources can go hand in hand. Wasser stated to Shelton on October 3, 2018 that if Shelton thinks there is misappropriation of union resources, let's call the police, the DOL, or the authorities to investigate this. We need to STOP any illegal action going on. So what did Shelton do? NOTHING!

## OTHER NOTABLE ARTICLES:

Millions in Dues Goes to  
Save Lump Sum Cash Option

Misappropriation? Then Lets  
Get The Authorities  
Involved!

Democracy? Not For  
Shelton!

UPHF: Benefits PPMWS  
Members Only



## DUES USED FOR LUMP SUM CASH OPTION

### Shelton's lump sum pension option

So here we are, less than two months from the 2019 Convention, and you have an opportunity before you. Demand transparency from your elected leaders, or turn a blind eye to the fact that millions of dollars of your dues money is being used to save the lump sum cash option in Shelton's pension. An option he so desperately wanted to save.

At the Convention, you will then be asked for changes to the SIF and Growth Funds - give MORE flexibility and LESS accountability, so Shelton can continue to funnel million's into CWA's frozen pension fund. Demand documentation, ask the tough questions, and be informed! Then and only then, can you hold an intelligent conversation on the facts.

## VIOLATION OF CWA CONSTITUTION?!?

### Not so fast...

Another of Shelton's claims is that Wasser "violated his duty to act at the President's direction, refusing to withdraw an unauthorized, meritless lawsuit..." Let's look at this claim.

The Merger Agreement between the PPMWS and CWA has an arbitration provision in the amendment, that doesn't expire until fiscal year 2023, that clearly states:

"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."

### Wasser Recall cont...

Wait....the president of CWA believes that there is unauthorized use, or misappropriation of union resources going on and the authorities haven't been called? That's right folks; now ask yourself why!

Because the truth of the matter is that there isn't any misappropriation of union resources. To this day Wasser stands by the assertion that if there's something illegal going on, let's call the cops! Let's investigate all this "alleged" illegal behavior.

Wasser, however, IS in touch with the authorities. Wasser has called the DOL and the DOL was given documents to review. Wasser will be asking for an investigation into all facets of Shelton's actions - both during time as D1 vice-president, and as CWA president. Not only that, but the DOL has been asked to investigate the Negotiated Pension Plan (NPP); and another entity yet to be named.

Part of our leaders' responsibilities is to embrace and enforce the law, not shy away from it - unless, maybe there is something to hide?!? \$50,000 in office improvements anyone? Anyone can make unproven allegations, and anyone can be a bobble head doll for someone. Demand transparency, research the facts and know the truth.



# PPMWS MEMBERS, LEFT IN COLD?

## Union Printers Home Allegation

Shelton spent 3 pages of his latest flyer alleging a runaway trust and that Wasser left the PPMWS members in the cold! Is it true, or just more of Shelton's illusionary facts?

The facts are that the PPMWS members weren't left in the cold. Just visit the [upfoundation.org](http://upfoundation.org) "About us" page and "Eligibility" page. Once again, Shelton doesn't know the facts surrounding the Foundation but portrays he does.

The rights of the PPMWS members are now more closer to the 1891 Certificate of Incorporation than they have ever been. Not to mention, they now actually have a benefit they are using. The Home was 99% occupied by the general public.

The Foundation's resources belong to the Foundation just like any other charity's resources, like The United Way or even Shelton's EHDOC. As a 501(c)(3) tax exempt organization, it is governed by the Internal Revenue Code. It is, and always has been, a separate and distinct entity. Read the actual documents and see the facts all the way back to 1891 at the Colorado Secretary of State website:

<https://www.sos.state.co.us/biz/BusinessEntityCriteriaExt.do?resetTransTyp=Y>

If you examine the documents and facts surrounding the Union Printers Home from 1891 to today, you will discover that Wasser has fought to provide more benefits to the PPMWS members not less; just the OPPOSITE of what Shelton is claiming.

## Alleged Violation cont...

The PPMWS Laws & Finance Committee authorized all expenditures in accordance with the PPMWS Bylaws and Merger Agreement. Wasser and the Committee were acting in strict accordance with their rights under the Merger Agreement and the PPMWS Bylaws. So why then, did Shelton not use the arbitration provision if he thought that the Laws & Finance Committee and Wasser violated the Merger Agreement as called for? The language can't be any clearer on the course of action for "alleged" violations.

A professional ERISA law firm was hired to analyze the case prior to the lawsuit being filed, and said that the case HAS merit. Isn't that why we hire professionals in their field, to advise us? Shelton wants to substitute his personal opinion for the professional ERISA attorneys' opinion.

When the PPMWS funded the lawsuit, the PPMWS used their OWN internal funds, not the CWA budget! Again, in strict accordance with their Bylaws.

Ask yourself this, can the CWA president instruct someone to violate a Merger Agreement or the CWA Constitution at their beck and call? Isn't that what the dispute resolution is for? If Shelton thought Wasser was violating the Merger Agreement, he should have resorted to the dispute resolution clause.

*Don't let someone's words blind you from their behavior.*

*...Steve Maroboli*



## **DEMOCRACY? NOT FOR SHELTON**

### **Shelton's Takeover of the Negotiated Pension Plan (NPP)?**

The PPMWS Laws & Finance Committee and Wasser asked the law firm Spenser Fane to protect the pensioners' interest, and file a lawsuit against the trustees of the NPP. The lawsuit was filed and Shelton refused to investigate what the DOL is now investigating - the extravagant get-a-ways and spending by the five named trustees in the lawsuit.

The PPMWS always tries to resolve disputes, not engage disputes. So what did the PPMWS propose as a settlement? That the union trustees on YOUR pension plan be elected by YOU. Shelton's response: REJECTED! NPP Chairman Art Deianni's response? REJECTED!

Unlike the UPH Foundation, the pension plan IS NOT a separate entity and it is YOUR money - that's the law! Now more than ever, with the pension plan failing, the PPMWS members should have more of a say on their pension plan. Key decisions are going to have to be made on what to do in the next few years. With government regulations changing and the pension plan in a "critical and declining" health status, your voice clearly is needed and matters! If Shelton gets his wish and closes the PPMWS, does he control your pension and who serves on it. Just read his "motion to intervene" on danwasser.com that he filed on February 12, 2019.

The next question to answer if Shelton gets his wish to close the PPMWS is: Who pays the pension withdrawal liability - full or partial withdrawal? If Wasser is recalled, who is the watchdog against wasteful spending? Why hasn't the NPP already assessed CWA a partial withdrawal penalty just like all the other employers? There are some tough decisions that need to be made but always remember this quote by Steve Maraboli:

"Stay alert! Don't let someone's words blind you from their behavior...They can say all the right things, they can make you feel things you've never felt before, but don't be fooled; their actions will reveal their true character, desires, and priorities. Behavior speaks; pay attention to what it tells you. Behavior is math; pay attention to what it reveals."

You have worked with Wasser for over 20 years and have seen his character and priorities - honesty, integrity and he is always looking out for your rights - not violating your rights!

## **SHELTON OPENLY VIOLATES SIGNED AGREEMENT**

### **PPMWS Merger Amendments good until 2023**

What does it say about a person's character and integrity when they openly and unilaterally violate a signed Merger Agreement? Shelton has been, and continues, to violate the signed agreement between CWA and the PPMWS. Signed by former CWA President's Morty Bahr and Larry Cohen; and, just recently renewed in 2015 with an amendment that isn't set for renegotiation until the end of fiscal year 2023.

What would happen if your employer did the same exact thing? YOUR contract didn't expire until 2023 and THEN was open for renegotiation; would you take legal action against your employer to protect the members' rights? What if the employer retaliated against you for sticking up for your rights under the contract? What example is Shelton showing to your employer?