

**Craig Bishop's Report of Charge # 2 of the Article 10 of the NALC
Constitution charges dated 4/25/2025.**

10-Pages (Including this cover sheet)

National Association of Letter Carriers (NALC)

Official Charges For Removal of Officers

Charged Party: Brian L. Renfroe – President NALC

Charging Party: Darin Nalls, Sr. - NALC Branch 459 Member

Dated April 25, 2025, Stamped Received May 28, 2025

Charge 2: Neglect of Duty: Brian L. Renfroe, neglected to discharge the duties of his office as National President and violated Article 9 (Duties of Officers: President) by failing to provide a faithful performance of the duties of the NALC President for his excessive pattern of making false statements to NALC members and his dismissiveness towards the overwhelming votes of NO to Brian Renfroe's 2024 Tentative Agreement, Brian Renfroe's collusion with Doug Tulino, former USPS Deputy Postmaster General and recently appointed Acting Postmaster General and Chief Executive Officer, during the collective bargaining negotiations and Expedited Arbitration process that resulted in causing harm to NALC city letter carriers. President Renfroe acted in bad faith towards his members and his decisions were not in the best interest of city letter carriers and his decisions were not representative of the will of the NALC members. President Renfroe caused a breach of trust among NALC Members resulting in multiple NALC branches across the United States of America demanding that Brian Renfroe resign from his office of President.

I have broken down Charge #2 into four manageable sections as follows:

1) Brian L. Renfroe, neglected to discharge the duties of his office as National President and violated Article 9 (Duties of Officers: President) by failing to provide a faithful performance of the duties of the NALC President for his excessive pattern of making false statements to NALC members and his dismissiveness towards the overwhelming votes of NO to Brian Renfroe's 2024 Tentative Agreement.

In an email to President Renfroe I asked a list of questions:

Any statements or testimony submitted by Past President Rolando submitted to any portion of the NALC Executive Counsel or prior investigative bodies (such as Weir or Weiner) containing any claims or opinions that NALC and USPS were near an agreement on a final NA.

President Renfroe responded: I do not possess any such statements or testimony. I will not provide my recollection of verbal testimony given during the hearings in front of the three-person panel of Brian Hellman, Myra Warren, and Barry Weiner. The panel made clear and all participants agreed that the contents of the hearing were to be kept confidential. While others have obviously violated the panel's instruction and agreement of the involved parties, I will not do that. (Emphasis added)

Unrelated to any testimony or investigations, I can definitively say that when I returned in June 2023 from an absence to treat a medical condition, NALC and USPS were nowhere near an agreement on an economic or work rules package for a potential tentative agreement. Based on my prior experience, we were in a similar position to where we had been at similar points in the process in prior rounds of collective bargaining for the 2016 and 2019 Agreements.

On the economics, my understanding from both sides was that a concept of one component of the economic package had been discussed in depth. Those discussions were, of course, consistent with our bargaining goals from the beginning and I picked up and moved forward with that concept as well as going in depth on all the other components of a potential economic package as negotiations progressed.

I contacted President Emeritus Rolando via telephone and asked:

To your knowledge was there any agreement that any testimony or documentation brought before the committee consisting of Brian Hellman, Myra Warren, and Barry Weiner was to remain confidential?

President Emeritus Rolando answered: I don't know. I don't remember the issue of sharing information being addressed either way.

I contacted NALC Director of City Delivery Christopher Jackson via email. I asked and received the answers below to three questions:

1) Referring to the three-person panel of Brian Hellman, Myra Warren, and Barry Weiner that was formed in response to the Weir report. Did the panel require all participants to agree that the contents of the hearing were to be kept confidential? If so, is that agreement still in place?

Q1-A: Yes

Q1b-A: No, after the executive council vote on the charges after receiving the three (3) panel report, which I appealed the executive council decision to the NALC 73rd Biennial Convention in Boston. The investigation, charges and the panel report were no longer confidential. Also, all branch presidents of NALC received Convention Proceedings booklet of August 5 thru 9, 2024, which ha (sic) the appeals proceedings arguments.

2.) Did anyone assist or represent you in front of the Hellman/ Warren/ Weiner panel?

Q2-A: Charlie Miller was my TA.

3.) Were you assigned to a subcommittee to bargain during the negotiations for the 2023 National Agreement?

Q3-A: No. I was on leave.

I contacted Charles Miller, Past President – NALC Branch 1100 via telephone and asked him:

I am referring to the three-person panel of Brian Hellman, Myra Warren, and Barry Weiner that was formed in response to the Weir report. Did the panel require all participants to agree that the contents of the hearing were to be kept confidential? If so, is that agreement still in place?

Mr. Miller answered:

No. There was no obligation to keep anything confidential. Nothing in the Constitution. There was nothing marked on the document saying that it was confidential information. The document was freely given to me by Paul Barner.

In my second and third information requests to President Renfroe, I added the following:

In addition to the previously requested information, I am requesting contact information (phone, email, etc) for Arbitrator Dennis R. Nolan. I am also asking that you tell Mr. Nolan that I will be contacting him and ask that he be candid, open and forthcoming in any answers that he may provide to my questions.

President Renfroe responded:

NALC does not engage in ex parte communication of any kind with national arbitrators. I do not have any authority to instruct him to speak with you. In past incidences when Arbitrator Nolan has been contacted by anyone regarding any NALC/USPS rights or interest arbitration, he has informed the parties that he was contacted and not communicated with the individuals. *(Emphasis added)*

I contacted Arbitrator Nolan via email. My request and his response:

Arbitrator Nolan,

My name is Craig S. Bishop. I am a retired letter carrier from Sacramento, CA. I am currently conducting an internal investigation at NALC as I have been appointed to do so by NALC Vice President James Henry.

I would like to speak with you concerning the process that produced the arbitrated award dated March 21, 2025, which set the terms of the 2023-2026 National Agreement between the United States Postal Service and the National Association of Letter Carriers. I would be willing to communicate in person (with a little prior scheduling as I am in California, thus would need to travel), via telephone, or email.

Time is of importance to me as the NALC constitution provides a limited time frame (30-days) for me to provide a report to the Executive Council.

You may contact NALC Vice President James Henry to verify my authenticity via email at Henry@NALC.org, via cell phone at (714) 270-7316, or office phone @ (202) 393-4695.

Your time and attention is greatly appreciated.

Craig S. Bishop
NALC Branch 133
(916) 804-4817 cellular
bishop@nalc133.org

Mr. Nolan replied via email:

Thank you for your message. As I'm sure you know, arbitration is a confidential process. An arbitrator cannot discuss the decision without the express consent of both parties.

Dennis R. Nolan, Arbitrator and Mediator
162 Harbor Drive North
Saint Helena Island, SC 29920
Tel.: 843-838-4878
Cell: 803-238-6255
dennisnolan@yahoo.com

Arbitrator Nolan's response indicated that if the USPS' leader and NALC's leader were in agreement, he could discuss the process. As President Renfroe and Executive Vice President Barner (EVP Barner) were the charged parties, I sent an email to NALC Vice President James Henry and Acting Postmaster General Douglas Tulino requesting their respective authorization for Arbitrator Nolan to speak with me. Although Mr. Henry acknowledged and approved my request, Mr. Tulino has not responded.

Had Mr. Nolan agreed to further communication, it would not have been a violation to ex parte communication. From the American Bar Association:

"(A) A judge shall not initiate, permit, or consider ex parte communications, or consider other communications made to the judge outside the presence of the parties or their lawyers, concerning a pending or impending matter,* except as follows:" (Emphasis added)*

The Arbitration has been awarded. There is nothing pending that would have been addressed in a discussion concerning the process that produced the arbitrated award dated March 21, 2025

I further asked President Renfroe for the following:

Contact information for Past President Fredric Rolando including, but not limited to, his email address and cell phone number.

President Renfroe responded:

I recommend using President Emeritus Rolando's NALC email. I am not comfortable providing any additional contact information for him without his permission. (Emphasis added)

I also sent a written request to EVP Barner asking for contact information for Past President Fredric Rolando including, but not limited to, his email address and cell phone number.

EVP Barner contacted me via telephone to advise me that he was contacting Fred Rolando to ask if it was ok to share his phone number. **EVP Barner did fulfill my request by sending President Rolando's cellular phone number and email address. (Emphasis added)**

On July 8, 2025, I initiated a chain of emails between President Renfroe, EVP Barner, and myself. I have included only the pertinent parts of the string:

Me:

Gentlemen,

I would appreciate your assistance in scheduling an in-person interview with each of you and one with Cynthia Chaney, AATTP also. I would like to get this scheduled as soon as reasonably possible. Please advise as to when you will be available, hopefully on the same day.

President Renfroe:

NALC does not require our professional or bargaining unit staff to participate in investigations on charges against officers in any way as a condition of employment. Participation by Cyndi, any other administrative assistants to the President, or staff would be strictly voluntary. (Emphasis added)

I ask what the relevancy of interviewing Cyndi would be, as nothing she or any of the other administrative assistants do is mentioned or referenced in either the charge against me or the charge against EVP Barner (attached).

Me:

Well President Renfroe,

Since you apparently have no supervisory control of the NALC staff, would you ask Cyndi if she would avail herself to an interview while I'm there? Additionally, I am unaware of any requirement for me to show relevancy of any witness in order to interview her/him.

President Renfroe:

There is no reason for unprofessional, sarcastic responses such as this. I am deeply disappointed that such an experienced NALC member would resort to this level of immaturity.

When I interviewed **EVP Barner** in person, I asked:

As the President and EVP do you and/or Brian have the authority to provide direction to "staffers" and/or other non elected NALC employees?

Answer:

Absolutely.

We have a history of removing them. One of the first things that I did up here (NALC HQ) was removing one that wouldn't follow Fred's (Rolando) instructions. Absolutely we have the authority to direct them. (Emphasis added)

Later in the interview I asked EVP Barner:

Are "staffers" such as the AATTP's Cynthia Chaney at will employees that serve at the president's pleasure, thus can be let go at any time?

Answer:

Absolutely. I have fired specifically one of that group of employee when she worked for Fred (Rolando). (Emphasis added)

When I interviewed President Renfroe in person, I asked:

Are "staffers" such as the AATTP's Cynthia Chaney at will employees that serve at the president's pleasure, thus can be let go at any time?

Answer:

The ones that are not bargaining unit employees (3-of them) are.

At the end of the interview President Renfroe asked if I still wanted to interview Ms. Chaney as he believed that she would be willing to speak with me. He went to find her but returned and stated that she was on annual leave that day (7/16/2025).

The discrepancies above demonstrate either a list of misunderstandings or pattern of making false statements. Each reader will need to decide which they believe is correct.

The last question that I asked President Renfroe prior to the conclusion of the in person interview:

Do you have anything that you would like to add or any statement concerning the charges?

Yes. In reference to "for his excessive pattern of making false statements to NALC members"

I've never made a false statement to NALC members, much less a pattern.

And in reference to: "his dismissiveness towards the overwhelming votes of NO to the Tentative Agreement"

1) It (the No vote) was taken very seriously.

2) On January 31st we put a statement on the (NALC) website with the results, and my statement there is anything but dismissive.

3) Collective bargaining is a grave responsibility. I treat every single part of it that way.

2) Brian Renfroe's collusion with Doug Tulino, former USPS Deputy Postmaster General and recently appointed Acting Postmaster General and Chief Executive Officer, during the collective bargaining negotiations and Expedited Arbitration process that resulted in causing harm to NALC city letter carriers.

I attempted contact twice with Doug Tulino via email to ask if he had released the letters bearing his name ("leaked Tulino letters"). I attached the letters to the email(s). Mr. Tulino did not respond to either of these email messages.

It does **not appear** that the "leaked Tulino letters" dated January 29, 2025 and March 17, 2025 were written or authorized by Douglas Tulino. President Renfroe and EVP Barner both stated that the letters were fake and being investigated by the Postal Inspection Service. This information was independently supported by NALC Director of City Delivery Christopher Jackson. Mr. Jackson stated that: It is unlikely that they were written by Doug (Tulino) and that the Office of Inspector General had initiated an investigation in an attempt to discover where they originated.

As noted in item # 1 above, I contacted Arbitrator Dennis R. Nolan via email to request to interview him. I wrote:

"I would like to speak with you concerning the process that produced the arbitrated award dated March 21, 2025, which set the terms of the 2023 - 2026 National Agreement between the United States Postal Service and the National Association of Letter Carriers. I would be willing to communicate in person (with a little prior scheduling as I am in California, thus would need to travel), via telephone, or email."

Mr. Nolan responded:

"Thank you for your message. As I'm sure you know, arbitration is a confidential process. An arbitrator cannot discuss the decision without the express consent of both parties."

Since President Renfroe and EVP Barner are the charged parties, I sent the request for authorization jointly to NALC Vice President James D. Henry and Douglas A. Tulino Postmaster General (Acting). Mr. Henry replied via email approving the authorization request. Mr. Tulino has not responded to my request.

Without being able to interview Mr. Nolan, there is no independent documentation available from an active participant showing collusion between Mr. Renfroe and Mr. Tulino during the arbitration proceedings.

3) President Renfroe acted in bad faith towards his members and his decisions were not in the best interest of city letter carriers and his decisions were not representative of the will of the NALC members.

Article 9, section e of the NALC Constitution states:

(e). The President shall have the authority and responsibility for carrying out the collective bargaining duties of the Union; they may designate such members of the bargaining committee as they choose and take all steps they deems necessary and proper to enforce the rights of the Union and its members under all collective bargaining agreements, including the determination of referral of all matters to arbitration; and they shall appoint a Ballot Committee pursuant to Article 16 hereof.

Article 9 clearly provides President Renfroe with the authority to negotiate the USPS/NALC Collective Bargaining Agreement. He completed this responsibility by reaching the tentative agreement.

Pursuant to Article 16 of the NALC Constitution, the tentative agreement was presented to the active membership for acceptance or rejection.

The March 2025 Postal Record reported:

The active membership of the National Association of Letter Carriers voted to reject the ratification of the tentative 2023-2026 National Agreement with the United States Postal Service. The vote was 63,680 to reject the agreement versus 26,304 to accept it, as reported by NALC's Ballot Committee Chairman Paul Roznowski of Royal Oak, MI Branch 3126.

Whether President Renfroe's decisions were in the best interest of city letter carriers is subjective. Each member must form an opinion as to whether any given decision was good or bad. No evidence has been presented or discovered to demonstrate that President Renfroe intentionally made any decisions that he believed were not in the best interests of the city letter carrier craft.

It may be argued that President Renfroe's decisions were not representative of the will of the NALC members by citing the approximate 70% of the vote on the tentative agreement being cast to not ratify;

however the NALC Constitution makes the provisions in Articles 9 and 16 for differing opinions to be held and weighed as noted above.

It should also be noted that according to the minutes of the October 19, 2024 Executive Board meeting:

President Brian Renfroe explained to the council the economic package in the tentative agreement. President Renfroe then turned the meeting over to NALC consultant James Sauber. NALC consultant James Sauber explained to the council with a PowerPoint presentation the economic reality of the postal service. The conclusion as related to the council is that "the money just isn't there." (Emphasis added)

The minutes of the Executive Council as provided by NALC Assistant Secretary Treasurer, Mack Julion show that the negotiations for a National Agreement were discussed at the council meetings during the negotiation period.

4) President Renfroe caused a breach of trust among NALC Members resulting in multiple NALC branches across the United States of America demanding that Brian Renfroe resign from his office of President.

One would need to exist in a vacuum to not see or be aware of various groups on social media and elsewhere that express dissatisfaction with the current direction of NALC and some of its leadership; however there is neither time nor resources to substantiate the statement. Attempting to do so would be irrelevant as Article 10 of the NALC Constitution dictates the process of charging and removal of officers in case of neglect of duty or violation of this Constitution. There is no provision that an incumbent officer resign due to multiple Branches demanding a resignation.

ARTICLE 10 of the NALC Constitution states in part:

Removal of Officers In case of neglect of duty or violation of this Constitution on the part of any officer of this Association or a State Association, the Executive Council shall have power to remove them from office, impose such other penalty as it may deem proper, or suspend such State Association after a fair hearing, subject to appeal to the National Convention.

*J. A. H.
7/22/2025*