Craig Bishop's Report of Charge # 3 of the Article 10 of the NALC Constitution charges dated 4/25/2025.

4-Pages (Including this cover sheet)

National Association of Letter Carriers (NALC)

Official Charges For Removal of Officers

Charged Party: Paul Barner - Executive Vice President NALC

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

Dated April 25, 2025, Stamped Received May 28, 2025 Charge 3: Neglect of Duty: Paul Barner, neglected to discharge the duties of his office as National Executive Vice President and violated Article 9 (Duties of Officers: Executive Vice President) by failing to provide a faithful performance of the duties of the NALC Executive Vice President for being in collusion, complicit, conspiracy, culpable and corrupt acts in alignment with Brian Renfroc's excessive pattern of making false statements to NALC members and his dismissiveness towards the overwhelming votes of NO to Brian Renfroc'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 and Executive Vice President Paul Barner both acted in bad faith towards their members and their decisions were not in the best interest of city letter carriers and their decisions were not representative of the will of the NALC members. Executive Vice President Barner and 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 #3 into four manageable sections as follows:

1) Paul Barner, neglected to discharge the duties of his office as National Executive Vice President and violated Article 9 (Duties of Officers: Executive Vice President) by failing to provide a faithful performance of the duties of the NALC Executive Vice President for being in collusion, complicit, conspiracy, culpable and corrupt acts in alignment with Brian Renfroe's 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.

This charge is substantially similar to Charge #2 with the only difference being that it adds Executive Vice President Barner (EVP Barner) as the charged party.

In both emailed questions and in person interviews of both President Renfroe and EVP Barner, I have received substantially different responses from each of them when asking the same question(s). This observation does not support collusion or conspiracy between the President Renfroe and EVP Barner.

The following are from the Executive Council meeting minutes:

April 18, 2023 (video conference): Executive Vice President Paul Barner informed council of the leave of absence of President Brian Renfroe. The council was updated on upcoming sessions of collective bargaining.

May 20, 2023 (video conference): Executive Vice President Paul Barner met with the council to inform of the bargaining impasse with the United States Postal Service. The council agreed to an in-person meeting of the council upon the return of President Brian Renfroe.

While acting as president during President Renfroe's absence, EVP Barner requested and obtained President Emeritus Fredric V. Rolando's assistance in negotiations for the 2023 National Agreement. Upon President Renfroe's return, Mr. Barner returned to his duties of Executive Vice President.

According to President Renfroe, EVP Barner's role in the Arbitration process was limited to:

Pretty much final development of work-rules product.

When asked: Was this a large role? President Renfroe responded:

No. I wouldn't characterize it as a large role.

I have not seen or discovered any evidence to substantiate the above accusations in reference to Executive Vice President Paul Barner.

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 EXVP 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 find where they originated.

As noted above, EVP Barner had a minimal role in the resulting arbitration process.

3) President Renfroe and Executive Vice President Paul Barner both acted in bad faith towards their members and their decisions were not in the best interest of city letter carriers and their decisions were not representative of the will of the NALC members.

EVP Barner's role in contract negotiations concerned work rules rather than economic issues following the return of President Renfroe in late June 2023. He had a minimal role in the arbitration process that followed the rejection by the active membership of the tentative agreement.

During the in-person interview I asked EVP Barner:

Have you made any decisions that you now believe were not in the best interest of city letter carriers?

Answer: No.

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, not EVP Barner, with the authority to negotiate the USPS/NALC Collective Bargaining Agreement.

4) Executive Vice President Barner and 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.

7 1/22/2025