

## **Synopsis of Events of The April, 2004 Branch Meeting**

By now you've heard that at last month's Union meeting several letter carriers from the Sandy Post Office filed six charges against the branch president. As per constitutional protocol, a committee was organized by the branch vice president to investigate the 26 pages of charges and ultimately the membership will determine the merit, or lack of merit, to the individual accusations made. But how does the average member begin to understand what these charges are? Isn't it only right, given the possible grave consequences, that each member not only understand these accusations but act on their individual judgment when called upon to vote at the May 13 Union meeting? To be fair to both the accused and the accusers, the answer is an obvious 'yes'. Below is a Reader's Digest version.

The first charge is that the president modified the Sandy local agreement in regards to the structure of breaks. Did the president simply interpret what was already there or did he renegotiate the LMOU contrary to limitations stipulated in the National Agreement?

The second charge accuses the president of disregarding his contractual obligation to ensure a safe work environment for carriers. Sandy carriers believe that the president's settlement of multiple safety grievances gave to management permission to ease up on safety rules so to shave minutes off of routes while the president presumably believes that he was well within his authority to unilaterally act on grievances raised by local stewards.

The third charge accuses the president of precluding the Sandy membership from exercising sacrosanct access to the grievance process as related to disputes concerning scheduled route inspections and evaluations. Questions raised will be whether or not this indeed happened, and if it did happen was their a justified reason to do so?

The fourth charge states that the president abused his authority under current branch bylaws and federal law when he fired a Sandy shop steward without due process.

The fifth charge accuses the president of exceeding the boundaries of his authority (again, under rules contained in the bylaws, the constitution, and federal law) when at the March Union meeting he refused to entertain questions and/or comments from some Sandy carriers who attempted to gain access to the floor.

The final charge accuses the president of misrepresentation regarding a specific grievance settled in a manner that was allegedly designed to be deliberately harmful to a specific grievant and in a manner incongruent to the Contract.

I hope the above simplifies what are very complex accusations that have root in detailed law and NALC Constitutional provisions. The seriousness of these issues can not be overstated; hopefully you care enough to show up on May 13<sup>th</sup>, listen to the committee's report, and cast your objective vote.

See you there.