

TO: County Personnel Policy Board Members

SUBJECT: Personnel Policy Board Meeting
Tuesday, May 26, 2026
12:30 p.m., City Council Chambers,
County-City Building, 555 S. 10th St.

AGENDA

- ITEM 1: Conclusion of Coaching Papers grievance, request of Rick DeBoer, Justin Plugge, Brian Schwabauer, Richard Switzer, Erick Rodriguez, Louis Gasper, Anthony Craft, Simon Walker and any other similarly situated employee - Article 12, Section 2 of the CBA
- ITEM 2: Official Appeal request of Brock Adkins – Engineering – Article 12, Section 3 of the CBA
- ITEM 3: Official Appeal request of Ezra Puchalla – Engineering – Article 12, Section 3 of the CBA
- ITEM 4: Public Comment
- ITEM 5: Miscellaneous Discussion

CC: County Agencies
Union Presidents
Barb McIntyre
Kristy Bauer
Candace Berens

OFFICIAL GRIEVANCE

Name of Employee(s): Rick DeBoer, IBEW Local 1536 (the "Union"), Justin Plugge, Brian Schwabauer, Richard Switzer, Eric Rodriguez, Louis Gasper, Anthony Craft, Simon Walker and any other similarly situated employee.

Date of Violation: Monday March 10, 2025

Classification of Work: Rick DeBoer, Senior Equipment Operator

STATEMENT OF GRIEVANCE:

Applicable Contract Section Violated: Article 12, Section 2 and all other applicable articles of the CBA – "The parties hereby agree that no officers, agents, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke or cancel union membership."

On March 6, 2025 at a meeting of the Lancaster County Personnel Policy Board, the Board sustained a grievance filed by the Union which challenged the County Engineer's failure to adhere to Article 22, Section 5 of the CBA regarding emergency conditions, directing that an accounting be completed to determine the amount of compensation that was improperly withheld from employees during a snow event that placed the County and the Union in a state of "emergency conditions" in January of 2024.

On March 10, 2025, in retaliation for the Union having been successful in that grievance, the management of the Lancaster County Engineering Department sent communication to the above referenced employees (with the exception of DeBoer), indicating that because those employees were absent during an Emergency Condition event of February 15 through February 17, 2025, the employees were provided a "coaching statement" to remind them of their position responsibilities and the contract between Lancaster County and the IBEW 1536. This coaching statement indicated that while it was not considered discipline, it could become part of progressive discipline if warranted by future actions.

All of these employees were scheduled to be off work and with the exception of Anthony Craft, the employees were not called or requested to come into work during the time period in question. They were absent from work during emergency conditions with the fore knowledge of their supervisors. Not one of the referenced employees was told that they had to change their plans or that their presence at work was required during February 15 through February 17 of 2025. In the case of Anthony Craft, he was called after he had advised his supervisor that he would not be available over the weekend and initially was not able to answer the phone, Mr. Craft then contacted his supervisor who told him not to worry about coming in because the County had enough people to cover the necessary work.

The Union believes that the proximity in time to the grievance hearing of March 6, 2025 and the fact that the County Engineer made no attempt to issue “coaching papers” in the 18 days from February 17 th through March 6, is evidence that this is late effort to admonish employees with threat of future discipline constitutes intimidation, coercion and interference with the rights of the Union and its members to engage in concerted activity such as pursuing the grievance process to vindicate contractual rights by taking matters to the Personnel Policy Board. This conduct is likely to chill union activity by reducing the willingness of members to engage in otherwise protected activity.

ADJUSTMENT REQUIRED: The Union demands that the “coaching papers” be rescinded as to each employee who received an email noticing of the same and that the County Engineer issue a statement to all bargaining unit members that she will not engage in further acts in violation of Article 12, Section 2.



OFFICIAL APPEAL

NAME OF EMPLOYEE: Brock Adkins

DEPARTMENT: Engineering

CLASSIFICATION: Diesel Technician

WORK LOCATION: Main Shop

STATEMENT OF APPEAL:

List applicable appeal: Article 12 section 3 of the CBA states:

ARTICLE 12 - NON-DISCRIMINATION

Section 3. In addition to the non-discrimination rights provided above, all employees are entitled to a workplace in which employees treat one another with courtesy, dignity and respect. The County and the Union recognize the respectful, fair treatment of others promotes a work environment and organizational structure that supports and values all members of county employment.

Past Practice: It is a known fact that the HR Department and the current County Engineer have raised an incumbent mechanic's pay to equal the pay rate of a new mechanic that was hired at a higher pay rate. This was done without even going to the Personnel Policy Board.

Personal Policy Rule 17.3. IBEW believes there is a critical work shortage of mechanics, but the CBA does not have a clear definition of what a critical work shortage is.

Disposition of Appeal: Mr Adkins began his employment with Lancaster County on 09/19/24. He was hired at step 3 at the rate of \$29.72. Mr. Adkins has become aware that Mr. Trentman, the Diesel Technician recently hired, was hired at step 8 which is the top of the pay scale for those represented under the CBA. Even though Mr. Trentman has several years of experience coming from his former employer, he comes from a company that specializes in one main manufacturer, that being John Deere. Lancaster County has several different manufacturers in the heavy equipment division. Most of the motor graders that the County has are Caterpillars, not John Deeres, and Western snow plow trucks. These are just a couple of examples where Mr. Adkins would actually have more experience than Mr. Trentman. As a result, Mr. Adkins has had to train this technician on the different makes of equipment. Mr. Adkins is also training

Mr. Trentan on getting his CDL licence, while making considerably less than this new employee. Mr. Adkins is not asking that Mr. Trentman make less, only that he as the incumbent employee be brought up to the same wage. Some years back the HR Department along with the current engineering Department Head did this for one of our Auto Mechanics in this same situation, and we believe that past practice should allow it to happen again.

Adjustment Required: Bring Mr. Adkins up to the same wage as Mr. Trentman. Retro the wages back to when Mr. Trentman was hired, and make Mr. Adkins whole again.

IBEW Local 1536 is the representative to act in the disposition of this appeal.

Date: November 21, 2025

Signature of Union Representative: Rick DeBoer

THIS STATEMENT OF APPEAL IS TO BE MADE OUT IN DUPLICATE.

ORIGINAL TO: Human Resource

COPY: LOCAL UNION APPEAL FILE



OFFICIAL APPEAL

NAME OF EMPLOYEE: Ezra Puchalla and any other employee similarly situated

DEPARTMENT: Engineering

CLASSIFICATION: Automotive Mechanic

WORK LOCATION: Main Shop

STATEMENT OF Appeal

List applicable violation: Article 12 section 3 of the CBA

Adjustment required: Bring Mr Puchalla the incumbent employee up to the same wage as Mike Baldwin the new employee who was hired March 9, 2026. Retro the wages back to when Mr. Baldwin was hired, and make Mr. Puchalla whole again.

STATEMENT OF APPEAL:

List applicable appeal: Article 12 section 3 of the CBA, Past Practice

ARTICLE 12 - NON-DISCRIMINATION

Section 3. In addition to the non-discrimination rights provided above, all employees are entitled to a workplace in which employees treat one another with courtesy, dignity and respect. The County and the Union recognize the respectful, fair treatment of others promotes a work environment and organizational structure that supports and values all members of county employment.

Past Practice: It is a known fact that the HR Department and the current County Engineer have raised an incumbent mechanic's pay to equal the pay rate of a new mechanic that was hired at a higher pay rate. This was done without even going to the Personnel Policy Board

Disposition of Appeal: On March 18, 2026 Kristopher Mayer sent an email to Mr. Puchalla explaining why he would not be getting a bump in pay equal to the new employee hired. This is when Mr. Puchalla officially became aware of his case. The denial letter states that the grievance was not filled before the 15 working day deadline. However it was filed in a timely matter, because the grievance was filed within the 15 day deadline the email from Mr. Mayer

Mr Puchalla began his employment with Lancaster County on 09/19/24. He was hired at step 1 and currently is on step 3. Mr. Puchalla has become aware that Mr. Baldwin hired on March 9, 2026 was hired at step 5. Even though Mr. Baldwin came with experience from his former employer, he still has had to be trained by Mr Puchalla, our incumbent employee, on the repair equipment that the County uses. Mr. Puchalla is a proven established status employee and makes less than Mr. Baldwin even though he has been there 18 months longer. Mr. Puchalla is not asking that Mr. Baldwin make less, only that he as the incumbent employee be brought up to the same wage. Some years back the HR Department along with the current Engineering Department Head did this in the past for one of our Auto Mechanics as well as for others within the Engineering Department in this same situation. We believe that past practice should allow it to happen again.

Adjustment Required: Bring Mr Puchalla the incumbent employee up to the same as Mr. Baldwin the new employee who was hired March 9, 2026. Retro the wages back to when Mr. Baldwin was hired, and make Mr. Puchalla whole again.

IBEW Local 1536 is the representative to act in the disposition of this appeal.

Date: April 27, 2026

Signature of Union Representative: Rick DeBoer

THIS STATEMENT OF APPEAL IS TO BE MADE OUT IN DUPLICATE.

ORIGINAL TO: Human Resource
COPY: LOCAL UNION APPEAL FILE