

STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

EDUCATION SUPPORT EMPLOYEES
ASSOCIATION,

Complainant,

v.

CLARK COUNTY SCHOOL DISTRICT,

Respondent.

Case No. 2024-032

NOTICE OF ENTRY OF ORDER

PANEL D

ITEM NO. 910

TO: Complainant and their attorneys, Nathan Ring, Esq., Paul Cotsonis, Esq., and Reese Ring Velto, PLLC; and

TO: Respondent and their attorneys Crystal J. Pugh, Esq. and the Office of the General Counsel of the Clark County School District.

PLEASE TAKE NOTICE that the **FINDINGS OF FACT AND CONCLUSIONS OF LAW** was entered in the above-entitled matter on November 4, 2025.

A copy of said order is attached hereto.

DATED this 4th day of November 2025.

GOVERNMENT EMPLOYEE-
MANAGEMENT RELATIONS BOARD

BY



KELLY VALADEZ

Executive Assistant

1 **CERTIFICATE OF MAILING**

2 I hereby certify that I am an employee of the Government Employee-Management Relations
3 Board, and that on the 4th day of November 2025, I served a copy of the foregoing **NOTICE OF**
4 **ENTRY OF ORDER** by mailing a copy thereof, postage prepaid to:

5 Nathan Ring, Esq.
6 Paul Cotsonis, Esq.
7 Reese Ring Velto, PLLC
8 3100 W. Charleston Blvd.
9 Suite 208
10 Las Vegas, NV 89102

11 Crystal J. Pugh, Esq.
12 Office of The General Counsel
13 Clark County School District
14 5100 West Sahara Avenue
15 Las Vegas, NV 89146

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17 KELLY VALADEZ
18 Executive Assistant
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STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

EDUCATION SUPPORT EMPLOYEES
ASSOCIATION,

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**FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

PANEL D

**Brent C. Eckersley, Esq., Chair
Michael J. Smith, Vice-Chair
Michael A. Urban**

ITEM NO. 910

On September 22, 2025 and September 23, 2025, this matter came before the State of Nevada, Government Employee-Management Relations Board (“Board”) for consideration and decision pursuant to the provision of the Employee-Management Relations Act (the Act), NRS Chapter 288, and NAC Chapter 288. At issue was EDUCATION SUPPORT EMPLOYEES ASSOCIATION’s (“Complainant,” “Union,” or “ESEA”) Prohibited Practice Complaint (“Complaint”) against the CLARK COUNTY SCHOOL DISTRICT (“Respondent,” “Employer,” or “CCSD”) for violation of Zachary Salazar’s rights under NRS 288.270. The Board conducted a hearing on the matter on September 22, 2025, September 23, 2025, and deliberated the matter on September 24, 2025. The Board reached a decision on September 24, 2025.

I. EMRB PROCEDURAL BACKGROUND

1. On September 23, 2024, ESEA, through counsel, filed their Complaint against Employer. Based on Complainant’s Certificate of Service, service was executed on or about September 23, 2024.
2. CCSD filed their Answer on October 28, 2024, which was sent to ESEA’s counsel on October 28, 2024.
3. ESEA filed and served their Pre-Hearing Statement on November 21, 2024.
4. CCSD filed and served their Pre-Hearing Statement on November 25, 2024.

5. ESEA filed an Amended Complaint on December 20, 2024.
 6. CCSD filed their Answer to their Amended Complaint on February 10, 2025.
 7. ESEA filed their Amended Pre-Hearing Statement on May 9, 2025.
 8. CCSD filed their Amended Pre-Hearing Statement on May 9, 2025.
 9. CCSD filed their Second Supplemental Pre-Hearing Statement on September 10, 2025.
 10. ESEA filed a Supplemental Witness List to its Amended Pre-hearing Statement on September 11, 2025.
 11. The Commissioner sent the Amended Notice of Hearing to the Parties on July 15, 2025.
 12. At date of hearing, ESEA was represented by PAUL D. COTSONIS, ESQ.
 13. At date of hearing, Employer was represented by CRYSTAL J. PUGH, ESQ.
 14. Twenty-Eight (28) exhibits were submitted and considered by the Board.
 15. Of the disclosed exhibits, twenty-two (22) were submitted as Joint Exhibits (bates numbered JOINT0001 – JOINT0122), four (4) were submitted as ESEA’s exhibits (bates numbered ESEA000001 – ESEA000014), and two (2) were submitted as CCSD’s exhibits (bates numbered CCSD0001 – CCSD 0003).
 16. The Parties orally stipulated to the Joint Exhibits prior to the hearing. The Parties did not stipulate to the ESEA Exhibits or the CCSD Exhibits prior to the hearing.
 17. The following Exhibits were admitted during the hearing:
 - i. March 17 and 18, 2025 email between Zachary Salazar and Kevin Rodela regarding Daily Status Report (ESEA000001 – ESEA000002);
 - ii. April 3, 2025, email between Douglas Diaz and David Harris regarding R3 Text Conversations (ESEA000003 – ESEA000004);
 - iii. April 22, 2025, email between Zachary Salazar and Leanne Brown regarding light duty/work restriction violations (ESEA000005 – ESEA000008);
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- ///
- iv. May 7 and 8, 2025, email from Zachary Salazar to David Harris regarding

his concerns regarding doctor's appointments (ESEA000009 – ESEA000014);

v. August 22, 2024, email from Zachary Salazar to the Office of Diversity and Affirmative Action (CCSD0001 – CCSD0002);

vi. August 23, 2024, letter from the Office of Diversity and Affirmative Action to Zachary Salazar regarding determination of the complaint (CCSD0003).

18. The Board determined that any exhibit that was objected to on the basis of relevance or scope shall be granted the weight it deserves.

19. Neither party had preliminarily motions.

20. The Parties each submitted an oral opening statement.

21. The following witnesses were presented during Complainant's case-in-chief:

i. Zachary Salazar – an employee with CCSD and an Entry Level Water Technician

ii. James "Jim" Schreiber – an employee with CCSD and a Water Technician

iii. John "Johnny" Ortega – Senior Business Agent with Teamsters Local 14

22. The following witnesses were presented during Respondent's case-in-chief:

i. Douglas Diaz Jr. – Director of Facilities Optimization with CCSD

ii. Roy Marshall – Lead with CCSD

iii. David Harris – Supervisor with the CCSD

23. The following witness served as Complainant's rebuttal witness:

i. None

II. FINDINGS OF FACTS

Based on the documents filed in this matter and the testimony and exhibits presented during hearing, the Board finds that there was sufficient evidence to support the following facts:

1. ESEA is an employee organization within the meaning of NRS Chapter 288 and serves as the bargaining representative for employees like Zachary Salazar ("Salazar").

2. Employer is a local government employer within the meaning of NRS Chapter 288.

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3. The Parties executed a Collective Bargaining Agreement ("CBA"), which was deemed

1 effective in July 2023.

2 4. Teamsters Local 14 are the designated representatives of ESEA members.

3 5. Salazar is currently employed with CCSD as a Water Treatment Technician – Entry
4 Level (“WTEL”) and has served in this position since November 2021.

5 6. Salazar’s original work hours starting in November 2021 were set to 5:00AM to
6 1:30PM, Monday through Friday.

7 7. Salazar was originally hired as a Water Treatment Technician – Entry Level.

8 8. The difference between a WTEL, as outlined in Joint Exhibit 2, and a Water Treatment
9 Technician (“WT”), as outlined in Joint Exhibit 3, is that a WTEL is to assist a WT and a difference
10 in pay.

11 9. Under the job descriptions, a WTEL is also not to be held responsible to specific
12 schools like a WT and works hand-in-hand with another individual. Specifically, WTEs are to be
13 working with WTs or other technicians and on their assigned routes.

14 10. There are approximately six (6) water treatment technicians in CCSD, with two who
15 are at the entry level.

16 11. There are approximately 12 to 15 entry-level technicians under Douglas Diaz’s
17 (“Diaz”), CCSD’s current Director of Facilities Optimization, supervision.

18 12. Prior to the negotiations between ESEA and CCSD, Salazar and other entry level
19 technicians worked independently and were responsible for schools placed within their own zone
20 and/or route. The Parties referred to “zones” and “routes” interchangeably throughout these
21 proceedings.

22 13. Because entry level technicians worked independently and were responsible for
23 specific schools, such technicians were conducting work outside of their designated class.

24 14. When the Union discovered the entry technicians were working outside of their job
25 class and held their own routes, they negotiated for responsibility pay for those workers.

26 15. The subject CBA, which renegotiated responsibility pay, went into effect on or about
27 August 1, 2023.

28 16. Under the CBA, CCSD supervisors were obligated to ensure that entry-level

1 technicians were working within their job classifications and, if they were working beyond their job
2 classifications, such workers receive responsibility pay as issued under the new terms of the CBA.

3 17. Additionally, under the new CBA, if an entry-level technician were to work in a higher
4 job classification for at least six (6) consecutive months, they would be eligible for a promotion if
5 there was an open position with the district.

6 18. If there is no open position at the higher job classification, entry-level technicians
7 would not be eligible for responsibility pay.

8 19. Salazar received responsibility pay, which was approximately ten percent (10%) of his
9 salary, for approximately two (2) years. This allowed him to make as much as non-entry level
10 technician.

11 20. In October 2023, Salazar filed for intermittent FMLA.

12 21. As part of Salazar's intermittent FMLA, he would be late to work, leave early, or leave
13 during the middle of the day.

14 22. On or about January 7, 2024, Diaz and John "Johnny" Ortega ("Ortega"), Senior
15 Business Agent for Teamster's Local 14, met to discuss responsibility pay for Diaz's staff.

16 23. Diaz stated that it was his intention to promote the entry level water technicians and
17 hire more personnel; however, that has not occurred.

18 24. Salazar was also eligible to receive, and has received, overtime.

19 25. No written evidence of an overtime policy was submitted.

20 26. Per the testimony given, overtime is given either upon request or offer to the employee.
21 For Salazar, while he had his own routes, approximately 70% of his overtime was received upon his
22 request.

23 27. Between January 2024 to July 2024, Salazar did not accept any overtime offers because
24 he was dealing with personal matters. He was offered approximately two (2) overtime opportunities
25 every month during that time period.

26 28. Salazar mentioned to his direct supervisor, David Harris ("Harris"), of his intent to file
27 a grievance along with Andy Quintana ("Quintana") regarding the promotion.

28 29. There are currently no vacant or available water technician positions within CCSD. It

1 is undisputed that the shortage of tech positions is due to a funding issue.

2 30. On August 16, 2024, Salazar had an unscheduled telehealth call that took place during
3 Salazar's shift. The call took approximately fifty-six (56) minutes.

4 31. During that time, Roy Marshall ("Marshall"), who serves as Salazar's lead, called and
5 texted Salazar several times requesting assistance in the field.

6 32. Salazar did not respond to Marshall, so he asked Danielle Lyn Palmer ("Palmer"),
7 Diaz's secretary to conduct a wellness check.

8 33. The wellness check showed that Salazar's work truck sat idling for one (1) hour and
9 thirty (30) minutes

10 34. Salazar called Marshall back after the telehealth call.

11 35. Salazar testified that the employer did not have issue with him using lunch time, break
12 time, or a combined use of lunch and break time for telehealth calls until the August 16, 2024, incident.
13 Salazar also testified that it was common practice among the technicians to "stack" their lunch breaks
14 with break times.

15 36. Salazar also testified that Diaz approved Salazar taking telehealth calls during work
16 hours.

17 37. On August 22, 2024, Salazar filed a complaint with HR regarding harassment from
18 Quintana.

19 38. On August 26, 2024, at approximately 11:34A.M., Marshall sent an email to Diaz
20 informing Diaz of four (4) separate incidents between August 16 to August 22, including the idling
21 truck, an incident where Salazar "slammed" a chair during a verbal altercation with Marshall, and
22 Salazar's representation that he was filing a complaint with Human Resources ("HR").

23 39. On August 26, 2024, Salazar was called to attend a meeting with Harris and Diaz.

24 40. No written notice was sent to Salazar regarding the August 26, 2024, meeting.

25 41. On the way to the meeting, Salazar asked Harris what the meeting was about and if he
26 would be subject to discipline. Salazar informed Harris that, if this is a disciplinary meeting, Salazar
27 wanted a union representative present.

28 42. Salazar did not ask for a union representative during the meeting.

1 43. Harris informed Salazar that the meeting was not to issue discipline.

2 44. The original intent of the meeting is unclear. Diaz testified that the original intent of
3 the meeting was to address a concern Salazar raised in a prior email regarding Quintana. Harris and
4 Salazar testified that the meeting was to address an idling work vehicle matter.

5 45. During the August 26, 2024, meeting, Diaz informed Salazar that his actions of taking
6 the telehealth call during works hours and his behavior during the “chair slamming incident” is
7 unacceptable.

8 46. During that meeting, Salazar was given a verbal warning and that, if any of these
9 incidents should occur again, Salazar shall be disciplined and maybe written up.

10 47. Salazar also informed Diaz during that meeting that he intended to file a grievance with
11 the Union.

12 48. Salazar did not receive any formal discipline from CCSD for the idling vehicle and
13 Diaz stated that there is nothing in Salazar’s employee file regarding the idling vehicle. There is also
14 no documentation of a documented verbal warning.

15 49. Harris and Diaz testified that the purpose of the discussion was to issue a directive to
16 Salazar.

17 50. The next day, August 27, 2024, Salazar received his last work order. However, because
18 of the backlog of work orders, Salazar continued working on his route.

19 51. On August 28, 2024, Salazar approached Roy and Marshall inquiring about the lack of
20 work orders and for additional overtime opportunities.

21 52. Per Salazar’s testimony, he was not offered any overtime opportunities as opposed to
22 other entry-level technicians after the August 26, 2024, meeting who were working a number of
23 overtime opportunities.

24 53. Salazar also stated that, as a “long standing rule,” technicians who worked specific
25 routes were given priority for overtime; however, he noticed other technicians were given those
26 opportunities over him.

27 ///

28 54. On September 10, 2024, Salazar, through the Union, filed a grievance regarding

responsibility pay under Article 5 of the CBA.

55. As of the date of the hearing on this matter, the grievance is still on going.

56. Within the grievance, Salazar requested responsibility pay and a promotion. At the time of filing the grievance and at the time of hearing, no WT positions were available.

57. In October 2024, Marshall and Harris sent emails to Diaz indicating of when Salazar requested overtime.

58. In January 2025, WTEs stopped receiving responsibility pay.

59. At the same time, WTEs had their individual routes removed from them.

60. It is undisputed that WTEs should not have been assigned independent work orders or routes.

61. James Schreiber ("Schreiber"), who is a WT, had 40 schools on his route; however, when the WTEs were stripped of their routes, Schreiber's number of schools increased to 77 schools.

62. In January 2025, Salazar was placed on a second FMLA matter because he sustained a work-related knee injury. He was removed from that FMLA in June 2025. He is still on the intermittent FMLA, which he filed in October 2023.

63. During this time, Salazar was placed on light duty.

64. Salazar testified that he had a disability and difficulty entering a work truck. Salazar also testified that he was denied promotions and overtime opportunities due to the disability.

65. Harris informed him that he was not eligible for overtime because Salazar was placed on light duty restrictions due to an injury he acquired in January 2025.

66. Salazar's May 1, 2025, performance evaluation report showed that Salazar's work "meets standards." Salazar testified that this differed from his other evaluations, where his evaluation showed that his work previously "exceeds standards."

67. In May 2025, Salazar requested an accommodation to adjust his work hours from 5:00A.M. – 1:30P.M. to 6:00A.M. – 2:00P.M. for FMLA purposes. It was shifted back to 5:00A.M. – 1:30P.M. when the school year started.

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68. Salazar compared his actions and treatment with Quintana's actions and treatment after

1 the August 24, 2024, meeting.

2 69. Salazar also believed that his employer was “GPSing” his vehicle, that his actions were
3 being more closely monitored than other technicians, and that people knew too many details about his
4 FMLA request. However, Salazar admitted that he did not have direct evidence of how other
5 technicians were treated outside of what he heard from his coworkers.

6 70. Salazar also testified that he had a higher level of check-ins than his peers. CCSD
7 stated that Salazar had higher check-in requirements because he was on intermittent FMLA. Such
8 updates are to be recorded in the “FMLA updates,” which is a record of how much FMLA time was
9 used. Additionally, Marshall testified that Salazar was required to check in with his lead in the
10 morning to find the WT he was to work with. However, Harris and Marshall testified that they do not
11 believe that Salazar’s check-in requirements were any higher than other technicians.

12 71. Salazar also noticed that non-WTEs were working on WTEL projects.

13 72. There is dispute whether Diaz has a “list” or “black book” of employees who Diaz
14 allegedly targets. Salazar testified that Harris warned him of being put on this “list.” However, there
15 is no direct evidence of this “list.”

16 73. Since Salazar started with CCSD in 2021, no WTEL has been promoted to WT.

17 74. Salazar has also applied to other positions in CCSD since January 2025. He has had
18 two interviews but has not been offered any position. Salazar believes that he has not received any
19 promotions because he filed a grievance.

20 75. Diaz testified that, before any applicants are given an interview, HR reviews the
21 applications as the initial filter and inform the supervisor of who is eligible for an interview. Diaz
22 does not have authority to determine which applications are guaranteed an interview, a position, or is
23 part of the hiring panel; but he can make recommendations for certain positions.

24 76. Salazar also testified that he was removed from a text thread as retaliation for the
25 grievance. While there was discussion related to the tone of Salazar’s texts, all entry-level technicians
26 were removed from the text thread. Diaz testified that it was for journeymen technicians to
27 communicate with the other entry-level technicians.

28 77. Harris testified that one of his entry-level boiler technicians was receiving

responsibility pay because there is a higher job classification for boiler technicians available.

78. There was testimony about Salazar driving his personal vehicle during his work hours and having a verbal altercation with Marshall; however, those matters did not have substantial weight in this Board's decision.

III. CONCLUSIONS OF LAW

Under NRS 288.270(1)(a), it is a prohibited practice for either a local government employer, or a designated employee representative, to "[i]nterfere, restrain or coerce any employee in the exercise of any right guaranteed under [the EMRA]". It is also a prohibited practice under NRS 288.270(1)(c) and NRS 288.270(1)(d) to "[d]iscriminate in regard to hiring, tenure or any term or condition of employment to encourage or discourage membership in any employee organization" and to "[d]ischarge or otherwise discriminate against any employee because the employee has signed or filed an affidavit, petition or complaint or given any information or testimony under [the EMRA], or because the employee has formed, joined or chosen to be represented by any employee organization." A party's conduct at the bargaining table must show a sincere desire to come to an agreement. The determination of whether there has been such sincerity is made by drawing inferences from the conduct of the parties as a whole. *City of Reno v. Int'l Ass'n of Firefighters, Local 731*, Item No. 253-A (EMRB, Feb. 8, 1991), quoting *NLRB v. Int'l Union*, 361 U.S. 488 (1970).

A. ESEA's Prohibited Practice Complaint – Weingarten Violation

Under *Weingarten*, the United States Supreme Court stated, "[t]he action of an employee in seeking to have the assistance of his union representative at a confrontation with his employer clearly falls within the literal wording of [the National Labor Relations Act]. This is true even though the employee alone may have an immediate stake in the outcome; he seeks 'aid or protection' against a perceived threat to his employment security....The representative's presence is an assurance to other employees in the bargaining unit that they, too, can obtain his aid and protection if called upon to attend a like interview...." *N.L.R.B. v. J. Weingarten, Inc.*, 95 S. Ct. 959, 965 (1975). In quoting *N.L.R.B. v. Peter Cailler Kohler Swiss Chocolates Co.*, the United States Supreme Court in *Weingarten* added, " '[w]hen all the other workmen in a shop make common cause with a fellow workman over his separate grievance, and go out on strike in his support, they engage in a 'concerted

1 activity' for 'mutual aid or protection,' although the aggrieved workman is the only one of them who
2 has any immediate stake in the outcome. The rest know that by their action each of them assures
3 himself, in case his turn ever comes, of the support of the one whom they are all then helping; and the
4 solidarity so established is 'mutual aid' in the most literal sense, as nobody doubts.'" *N.L.R.B. v. J.*
5 *Weingarten, Inc.*, 95 S. Ct. 959, 965 (1975), quoting *N.L.R.B. v. Peter Cailler Kohler Swiss Chocolates*
6 *Co.*, 130 F.2d 503, 505 (2d Cir. 1942).

7 The Ninth Circuit outlined specific criterion for applying an employee's *Weingarten* rights.
8 First, the union is entitled to be notified of the subject matter of the interview and allow the employee
9 an opportunity to hold a pre-interview conference with the union representative. *Pacific Tel. & Tel.*
10 *Co. v. N.L.R.B.*, 711 F.2d 134, 137 (9th Cir. 1983). Second, the employee must request the
11 representation to receive it. *Id.*

12 As part of the CBA in question, "[t]he District recognizes employees' rights emanating from
13 *NLRB v. J. Weingarten, Inc.* 420 U.S. 251, and will not commence or continue an interview with an
14 employee if the employee believes the interview could lead to disciplinary action and the employee
15 asks for their union representative be present." See JOINT0051, 32-1. The steps for formal discipline
16 are (1) written warning, (2) written reprimand, (3) suspension of three (3) days or less, (4) suspension
17 of four (4) days or more, (5) demotion, and (6) dismissal. See JOINT0052, 32-2-2. The CBA also
18 states, "[i]t is recognized that such written direction may refer to previously given verbal warning(s)
19 in recognition of the need to preserve the progressive discipline model." *Id.* The CBA also states that
20 "[a] documented Oral Warning or Summary of Conference is considered coaching and counselling
21 and is not formal discipline." *Id.*

22 **THE BOARD FINDS** Salazar had the following choices related to his *Weingarten Rights*:

- 23 1. Ask for the meeting to be stopped and request a representative in the middle of the
24 meeting;
- 25 2. End the interview; or
- 26 3. Continue with the interview alone.

27 ///

28 **THE BOARD FURTHER FINDS** that Salazar was aware of his rights because he asked for

1 a representative before the meeting initiated, knew his rights, and did not stop the meeting or exercise
2 these rights during the meeting.

3 **THE BOARD FURTHER FINDS** that it is undisputed Salazar was not subject to any
4 disciplinary action by CCSD as illustrated by the following facts:

- 5 1. Salazar did not receive a written warning; and
- 6 2. Salazar does not have a record of the verbal discussion within his file.

7 **B. ESEA's Prohibited Practice Complaint – Retaliation**

8 To show retaliation, the “[p]attern-or-practice claims ... must be based on [] conduct that is
9 widespread throughout a company or that is a routine and regular part of the workplace.” *Dittmar v.*
10 *City of N. Las Vegas*, 2:17-CV-02916-JAD-BNW, 2023 WL 9119774, at *4 (D. Nev. Oct. 19, 2023),
11 appeal dismissed, 24-1562, 2024 WL 4211488 (9th Cir. May 8, 2024). Pattern-or-practice claims
12 cannot be based on “sporadic discriminatory acts.” *Cherosky v. Henderson*, 330 F.3d 1243, 1247 (9th
13 Cir. 2003).

14 In such cases, a Complainant must establish that the complained of conduct was the employer's
15 “standard operating procedure” and “can rely on anecdotal evidence of prior adverse employment
16 actions” and statistical evidence to make such a showing. But merely highlighting sporadic retaliatory
17 or discriminatory conduct is insufficient to support a “pattern-or-practice” claim, and anecdotal
18 evidence of past acts may be “inadmissible in the typical case of individual discrimination” or
19 retaliation. *Dittmar v. City of N. Las Vegas*, 2:17-CV-02916-JAD-BNW, 2023 WL 9119774, at *4
20 (D. Nev. Oct. 19, 2023), appeal dismissed, 24-1562, 2024 WL 4211488 (9th Cir. May 8, 2024). A
21 Complainant ultimately had to prove “more than the mere occurrence of isolated or ‘accidental’ or
22 sporadic discriminatory acts” for an action to be retaliatory. *Obrey v. Johnson*, 400 F.3d 691 (9th Cir.
23 2005), citing *Int'l Bhd. of Teamsters v. United States*, 431 U.S. 324, 336, 97 S.Ct. 1843, 52 L.Ed.2d
24 396 (1977).

25 **THE BOARD FINDS** that the facts do not support the allegations of retaliation.

26 **THE BOARD FURTHER FINDS** that there is no evidence of intent to retaliate or actual
27 retaliation.

28 **THE BOARD FURTHER FINDS** that CCSD's decision to remove Salazar's routes and

responsibility pay is an attempt to comply with the CBA.

THE BOARD FURTHER FINDS that removing Salazar from the text message thread did not rise to the level of retaliation because he was not the only entry-level technician removed from the thread; all the entry-level technicians were removed from the thread.

THE BOARD FURTHER FINDS that any monitoring of Salazar was not unreasonable because he was on intermittent FMLA and is subject to dual timesheets as evidence in JOINT0111 – JOINT0112.

THE BOARD FURTHER FINDS that the evidence does not support Salazar no longer receiving responsibility pay as retaliation because there are no available WT positions within CCSD.

THE BOARD FURTHER FINDS that the evidence related to Salazar's request for overtime reflected that Salazar turned down overtime that was offered, showed that Salazar could not work Saturdays unless given notice, and would have to rely on another WT to work during that overtime period.

THE BOARD FURTHER FINDS that the existence of "black book" is not relevant and has not been proven.

THE BOARD FURTHER FINDS that any reference to Quintana's matter is separate from Salazar's matter and is not relevant to this matter.

IV. CONCLUSION

1. The above discussion is incorporated herein to the extent it sets out the Boards findings and conclusions of law.

2. All findings of fact are based on the finding that there was a preponderance of evidence in support of all such findings.

3. There was insufficient evidence to sustain a violation of the Salazar's *Weingarten* rights against Respondent.

4. There was insufficient evidence to sustain a retaliation allegation against Respondent.

5. Any finding of fact above construed to constitute a conclusion of law is adopted as such to the same extent as if originally so denominated.

Based on the foregoing, it is hereby **ORDERED** as follows:

1. The Board finds that CCSD did not violate Salazar's *Weingarten* rights as described herein.
2. The Board further finds that CCSD did not retaliate against Salazar as described herein.
3. All other requested relief is hereby denied.

Dated this 4th day of November, 2025.

GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

BY: 
BRENT C. ECKERSLEY, Presiding Officer

BY: 
MICHAEL A. URBAN, Board Member

BY: 
MICHAEL J. SMITH, Board Member