

**Case 2025-017**  
**HPOA (Complainant)**

**Complaint**

FILED  
August 22, 2025  
State of Nevada  
E.M.R.B.  
12:55 p.m.

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11 Attorneys for the Complainants

12 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

13 **STATE OF NEVADA**

14 HENDERSON POLICE OFFICERS )  
15 ASSOCIATION, A NEVADA )  
16 NON-PROFIT CORPORATION AND )  
17 LOCAL GOVERNMENT EMPLOYEE, )  
18 ORGANIZATION, and ITS NAMED AND )  
19 UNNAMED AFFECTED MEMBERS )

20 Complainants )

21 vs )

22 CITY OF HENDERSON )

23 Respondents )

CASE NO: 2025-017

COMPLAINT

24 COMES NOW, Complainants, HENDERSON POLICE OFFICERS ASSOCIATION  
25 (hereby “THE ASSOCIATION”), a local government employee organization, and the  
26 Associations’ named and unnamed affected members, by and through their undersigned counsel,  
27 CHRISTOPHER CANNON, ESQ., and ANDREW REGENBAUM, J.D., of the NEVADA  
28 ASSOCIATION OF PUBLIC SAFETY OFFICERS (hereby“NAPSO”), and hereby complain  
and allege against the CITY OF HENDERSON as follows:

1 JURISDICTIONAL ALLEGATIONS

2 1. At all relevant times herein, HENDERSON POLICE OFFICERS ASSOCIATION  
3 was, and is, an *employee organization* as that term is defined in NRS 288.040. The Association is  
4 comprised of active police officers who serve the community of Henderson, Nevada. The  
5 HENDERSON POLICE OFFICERS ASSOCIATION's current mailing address is 145 Panama,  
6 Henderson, Nevada 89015.

7 2. At all relevant times herein, the Association's affected members were and are  
8 *local government employees* as that term is defined in NRS 288.050.

9 3. At all relevant times herein, the City was and is a political subdivision of the State  
10 of Nevada. The City is a *local government employee* of the Association's members as that term is  
11 defined in NRS 288.060.

12 4. The Government Employee-Management Relations Act was adopted by the  
13 Nevada Legislature in 1969, and is now embodied in NRS Chapter 288.

14 5. NRS 288.140(1) provides as follows:

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16 It is the right of every local government employee, subject to the limitations  
17 provided in subsections 3 and 4, to join any employee organization of the  
18 employee's choice or to refrain from joining any employee organization. **A local  
19 government employer shall not discriminate in any way among its employees  
20 on account of membership or nonmembership in an employee organization.**  
(Emphasis added).

21 6. NRS 288.150 provides in pertinent part as follows:

22 1. Except as otherwise provided in subsection 6 and NRS 354.6241, every local  
23 government employer shall negotiate in good faith through one or more  
24 representatives of its own choosing concerning the mandatory subjects of  
25 bargaining set forth in subsection 2 with the designated representatives of the  
26 recognized employee organization, if any, for each appropriate bargaining unit  
27 among its employees. If either party so requests, agreements reached must be  
28 reduced to writing.

1                   2. The scope of mandatory bargaining is limited to:

2  
3                   (a) Salary or wage rates or other forms of direct monetary compensation.

4                   .....

5                   (j) Recognition clause.

6                   (k) The method used to classify employees in the bargaining unit.

7                   .....

8                   (m) Protection of employees in the bargaining unit from discrimination because of  
9                   participation in recognized employee organizations consistent with the provisions  
10                  of this chapter.

11                  .....

12                  (o) Grievance and arbitration procedures for resolution of disputes relating to  
13                  interpretation or application of collective bargaining agreements.

14                  (p) General savings clauses.

15                  (q) Duration of collective bargaining agreements.

16  
17                  7. NRS 288.270(1) provides in pertinent part as follows:

18                  It is a prohibited practice for a local government employer or its designated  
19                  representative willfully to:

20                  (a) **Interfere, restrain or coerce any employee in the exercise of any right guaranteed**  
21                  **under this chapter.**

22                  (b) Dominate, **interfere** or assist **in the** formation or **administration of any employee**  
23                  **organization.**

24                  (c) **Discriminate** in regard to hiring, tenure or any term or condition of employment **to**  
25                  **encourage or discourage membership in any employee organization.**

26                  (d) Discharge or otherwise **discriminate** against any employee because the employee has  
27                  signed or filed an affidavit, petition or complaint or given any information or testimony  
28                  under this chapter, or **because the employee has formed, joined or chosen to be**  
                      **represented by any employee organization.**

                      (e) **Refuse to bargain collectively in good faith with the exclusive representative as**  
                      **required in NRS 288.150.** Bargaining collectively includes the entire bargaining process,  
                      including mediation and fact-finding, provided for in this chapter.

1 (f) Discriminate because of race, color, religion, sex, sexual orientation, gender identity or  
2 expression, age, physical or visual handicap, national origin or because of political or  
personal reasons or affiliations.

3 (g) Fail to provide the information required by NRS 288.180.

4 (Emphasis added).

5 8. This Government Employee-Management Relations Board (“Board”) has  
6 jurisdiction pursuant to NRS 288.110(2) to “hear and determine any complaint arising out of the  
7 interpretation of, or performance under, the provisions of this chapter by the Executive  
8 Department, any local government employer, any employee, as defined in NRS 288.425, any  
9 local government employee, any employee organization or any labor organization.”

10 9. This Board has further jurisdiction pursuant to NRS 288.080 to hear and  
11 determine “any controversy concerning prohibited practices.”

12 10. When a labor dispute arises, employees and recognized employee organization are  
13 required to raise before the Board issues within the jurisdiction of the Board before resorting to  
14 civil litigation. *Rosequist v Int’l Ass’n of Firefighters Local 1908*, 118 Nev. 444, 450-451, 40  
15 P.3d 651, 655 (2002), overruled on other grounds by *Allstate Ins. Co. v. Thorpe*, 123 Nev. 565,  
16 170 P.3d. 989 (2007).

17 11. The Association is the recognized bargaining unit for the members of the  
18 Association. As such, committee members, officers, board members and other representatives  
19 engage in collective bargaining negotiations with representatives of the City with respect to  
20 contractual obligations and terms of employment. As part of this, these members of both the  
21 Association and the City agree upon dates and times for these collective bargaining meetings,  
22 and both parties are represented by legal counsel during these sessions.

23 12. The violations of state law and the “union busting” practices identified herein  
24 have been an ongoing policy and practice of the City.

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1 **GENERAL ALLEGATIONS**

2 13. This matter revolves around the allegations that the City of Henderson has  
3 engaged in “union busting” and/or committed a prohibited labor practice activities during the  
4 course and scope of the creating of the new collective bargaining agreement between the City of  
5 Henderson and the Henderson Police Officers Association (“HPOA”).

6 14. That at the beginning of these negotiations between the City and the Association,  
7 both parties agreed to a set of “ground rules” - which outlined how the negotiations would be  
8 conducted, who would attend, how to schedule/cancel meetings and the communication between  
9 the parties.

10 15. That the parties, the City of Henderson and the Association selected negotiating  
11 teams and designated lead negotiators to lead and conduct the meetings to develop and agree to  
12 the terms of a new collective bargaining agreement (CBA).

13 16. That for the Association, the lead negotiator was designated to be Officer Shawn  
14 Thibeault (later substituted with Officer Michael Goodwin, upon Officer Thibeault’s retirement).

15 17. That for the City, the lead negotiator was designated to be Carlos McDade.

16 18. That following the “ground rules” meeting, the City and the Association  
17 conducted at least six (6) meetings, where wages, benefits and other employment terms contained  
18 with the CBA were negotiated.

19 19. That following these meetings, the Association noted that there were still over  
20 sixteen (16) open articles that needed to be agreed upon, negotiated or arbitrated. The  
21 Association, recognizing that there was no agreement in any of the remaining terms, and that the  
22 City was not attempting to resolve any of these issues, declared an impasse.

23 20. That simultaneously to this time, the City of Henderson was also negotiating with  
24 the supervisor police union (the Henderson Police Supervisors Association or “HPSA”) in an  
25 attempt to negotiate a new CBA with the supervisors’ union.

26 21. That similar to the officers’s association, the Henderson Police Supervisors  
27 Association also had reached impasse with the City of Henderson in regards to the terms of  
28 employment, wages and benefits to be contained within their CBA.

1           22.     That both police unions and the City agreed to select a mediator, pursuant to NRS  
2 288, as the next step in the negotiation process, before resorting to fact finding and arbitration, as  
3 designated in NRS 288.190.

4           23.     For speed, judicial economy and to conserve costs for all parties, the Henderson  
5 Police Officers Association, the Henderson Police Supervisors Association and the City of  
6 Henderson all agreed to use the same mediator for **both associations, and all parties agreed to**  
7 ***waive the “fact finding” portion of the process.***

8           24.     That the parties agreed to use Mediator Stephen Hayford for both of the  
9 meditations, and that they would be held on consecutive days - August 11, 2025 and August 12,  
10 2025 at the City of Henderson’s City Hall campus. Each Association would have their own  
11 mediation day - HPOA on August 11, 2025; and HPSA on August 12, 2025.

12           25.     That on August 11, 2025, the HPOA and City met and with the assistance of  
13 Mediator Hayford - attempted to negotiate the terms of the new collective bargaining agreement.

14           26.     That during the negotiation with the HPOA, the City stated, in writing, that:  
15           “ HPOA and HPSA are advised and recognize that to fund the proposal (for  
16 wages), the City plans to eliminate 7 vacant sergeant positions, 3 vacate lieutenant  
17 positions, and 1 vacant captain position. Both HPOA and HPSA agree not to file  
18 grievances, demands for decisional or impact and effects bargaining, unfair  
19 practice complaints, or other challenges to the elimination of these vacant  
20 positions”

21           27.     That the City was aware that the HPSA was **not present for this mediation with**  
22 **the City personnel, that these positions were covered in *solely* the HPSA’s CBA, and that**  
23 **HPOA did not have the authority to unilaterally agree to eliminate the positions.**

24           28.     That the HPOA recognized that they could not agree to such terms and could not  
25 advocate for such a funding agreement, without the participation of HPSA in these negotiations.

26           29.     That the HPSA **was not aware, nor had the City contacted the Association to**  
27 **let them know that such an offer was even being made.**

28

1           30.     That out of abundance of caution, and to avoid legal issues, the HPOA contacted  
2 the HPSA and relayed the terms of the offer from the City of Henderson. The HPOA then  
3 advised the City and the mediator that all the association officers/negotiating committees would  
4 have to be present during the HPSA’s designated mediation date (August 12, 2025) to discuss  
5 this offer jointly. The City and the mediator agreed to such terms.

6           31.     That on August 12, 2025, the day of the HPSA’s mediation, the City again  
7 improperly fashioned a counter proposal (as outlined in paragraph 26) - and stated that it required  
8 *the support of both associations to be funded and be passed.*

9           32.     That two separate counter proposals were passed by each association in response  
10 to the City’s proposal. The City rejected the counter proposals - declaring them as “ridiculous”,  
11 without addressing the separate requests of the counter offers.

12           33.     That after recognizing that the City was negotiating in bad faith - by requiring that  
13 both unions agree to terms that could adversely affect the other association, and any response by  
14 the HPOA would require the HPSA to make concessions to achieve any financial benefit or gain  
15 - both Associations rejected the City’s offer and remained at impasse.

16           34.     That also recognizing that the City was negotiating in bad faith by requiring all the  
17 associations to make concessions together - thus effectively depriving each of their right to  
18 bargain as its own association.

19           35.     That in response to the rejection of the funding proposal by the HPOA, the City  
20 refused to meet and negotiate with the HPSA **on any terms of their CBA, and stated that**  
21 **without the acceptance of the funding terms, the City had nothing else to discuss with the**  
22 **HPSA, *effectively depriving them of their day with the mediator, costing them mediation***  
23 ***expenses and legal fees for their counsel to present for these mediation.***

24           36.     That during the designated days of mediation, the chief negotiator for the City did  
25 not appear, but instead the City was represented by outside hired counsel from Chicago.  
26 Additionally, during mediation, the City advocated that they would now argue an “inability to  
27 pay” for a new CBA, which was the first time that the City stated such a legal theory and such a  
28 theory was not supported by any evidence presented to the Associations.

1           37.     That the City resorted to such tactics in an attempt to coerce both Associations to  
2 agree to their terms and deprive the Association’s of their **individual right to negotiate for the**  
3 **terms and conditions of their individual CBA, for their respective members.**

4           38.     That the actions of the City **was a prohibited labor practice as outlined in NRS**  
5 **Chapter 288.**

6           39.     **Based on the foregoing,** the City of Henderson has committed unfair labor  
7 practices in ways that included, but may not be limited to the following:

- 8           a.     Interfere, restrain or coerce any employee in the exercise of any right guaranteed  
9                 under NRS 288, including engaging in bad faith bargaining by interfering with the  
10                association’s ability to collectively bargain and/or engaging in an unfair labor  
11                practice.
- 12           b.     Discriminate in regard to the terms and conditions of the members’ employment  
13                 to discourage members to join the Association (“union busting”) in violation of  
14                 NRS 288.270.
- 15           c.     Engaging in retaliatory treatment against the Association and their officers for  
16                 exercising their rights under NRS 288.
- 17           d.     Engaging in a concerted pattern of conduct to ignore contractual rights, rights  
18                 imposed by state and federal law, judicial orders for the purpose of coercing the  
19                 members of the Association to waive and/or give up their ability to enforce their  
20                 rights within the law.
- 21           e.     Discriminating against members and leaders of the Association on the basis of  
22                 political or personal reasons or affiliations in violation of NRS 288.270.
- 23           f.     Refuse to bargain collectively and in good faith as required by NRS 288.150

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1 PRAYER FOR RELIEF

2 WHEREFORE, Complainants and its members, while reserving the right to amend this  
3 Complaint to set forth additional facts or causes of action that are presently unknown to them,  
4 pray for relief as follows:

5 1. For a finding in favor of the Complainants that the City engaged in an unfair labor  
6 practice by (1) coercing the non-supervisors police union to agree to terms of a contract that  
7 would adversely affect another Association’s members and positions; (2) coercing both  
8 Associations to be present for the mediation **at the same time**, in an attempt to coerce them into  
9 agreeing to terms and depriving them of their statutory day of mediation, (3) refusing to negotiate  
10 separately with the police non-supervisors’ association to mediate issues related to their  
11 individual contract.

12 2. For a finding in favor of the Complainants that the City refused to bargain  
13 collectively and in good faith, violating NRS 288.150;

14 3. For reimbursement of the costs of the mediation;

15 4. For a finding that the Respondent interfered in the administration of the  
16 Association in violation of NRS 288.270;

17 5. For an order that the Respondent cease and desist from retaliatory behavior  
18 towards the Association, its members and its officers;

19 6. For an order that Respondent cease and desist from all prohibited and unfair labor  
20 practices therein, and for any other conduct that would be considered “union busting”;

21 7. For reasonable attorney’s fees to prosecute this action;

22 8. For such other and further relief as the Board deems appropriate under the  
23 circumstances.

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DATED this 22nd day of August, 2025.

.BY:     /Christopher Cannon/  
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**City of Henderson (Respondent)**

**Answer to Complaint**

FILED  
September 16, 2025  
State of Nevada  
E.M.R.B.  
3:35 p.m.

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9 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

10 **STATE OF NEVADA**

11 Henderson Police Officers Association, a  
12 Nevada Non-Profit Corporation and Local  
Government Employee Organization, and Its  
13 Named and Unnamed Affected Members,

14 Complainants,

15 v.

16 CITY OF HENDERSON,

17 Respondent.

CASE NO.: 2025-017

**RESPONDENT CITY OF  
HENDERSON'S ANSWER TO  
COMPLAINT**

18  
19 Respondent City of Henderson (the "City"), by and through its undersigned counsel of record,  
20 hereby submits its answer to Complainants Henderson Police Officers Association ("HPOA" or  
21 "Association") and its named and unnamed affected members' Complaint ("Complaint") by  
22 admitting, denying and alleging as follows, and further declares its Affirmative Defenses below:  
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24 **JURISDICTIONAL ALLEGATIONS**

- 25 1. The City admits the allegations contained in Paragraph 1 of the Complaint.  
26 2. The City admits the allegations contained in Paragraph 2 of the Complaint.  
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3. In answering Paragraph 3 of the Complaint, the City admits that it was and is a political subdivision of the State of Nevada. The City denies that it is a local government employee of the Association's members. However, the City admits that it is a local government employer of the Association's members as defined in NRS 288.060.
4. The allegations in Paragraph 4 of the Complaint are not asserted against the City and state legal conclusions, not factual allegations, such that no response is required. To the extent a response is required, the City denies the allegations.
5. The allegations in Paragraph 5 of the Complaint are not asserted against the City and state legal conclusions, not factual allegations, such that no response is required. To the extent a response is required, the City denies the allegations.
6. The allegations in Paragraph 6 of the Complaint are not asserted against the City and state legal conclusions, not factual allegations, such that no response is required. To the extent a response is required, the City denies the allegations.
7. The allegations in Paragraph 7 of the Complaint are not asserted against the City and state legal conclusions, not factual allegations, such that no response is required. To the extent a response is required, the City denies the allegations.
8. The allegations in Paragraph 8 of the Complaint are not asserted against the City and state legal conclusions, not factual allegations, such that no response is required. To the extent a response is required, the City denies the allegations.
9. The allegations in Paragraph 9 of the Complaint are not asserted against the City and state legal conclusions, not factual allegations, such that no response is required. To the extent a response is required, the City denies the allegations.

- 1 10. The allegations in Paragraph 10 of the Complaint are not asserted against the City and state  
2 legal conclusions, not factual allegations, such that no response is required. To the extent a  
3 response is required, the City denies the allegations.
- 4 11. The City admits the allegations contained in Paragraph 11 of the Complaint.
- 5 12. The City denies the allegations contained in Paragraph 12 of the Complaint.
- 6 13. The City denies the allegations contained in Paragraph 13 of the Complaint.
- 7 14. The City admits the allegations contained in Paragraph 14 of the Complaint.
- 8 15. In answering Paragraph 15 of the Complaint, the City admits that the City selected its  
9 negotiation team and designated a lead negotiator for negotiations. The City further admits  
10 that both parties reserved the right to change their representatives during negotiations. The  
11 City is without sufficient knowledge or information to form a belief as to the truth of the  
12 remaining allegations contained in Paragraph 15 of the Complaint and on this basis denies the  
13 same.
- 14 16. The City admits the allegations contained in Paragraph 16 of the Complaint.
- 15 17. In answering Paragraph 17 of the Complaint, the City admits that the City designated Carlos  
16 McDade as its lead negotiator for the purposes of negotiations.
- 17 18. The City admits the allegations contained in Paragraph 18 of the Complaint.
- 18 19. The City admits the Union declared an impasse following the parties' bargaining sessions  
19 referred to in Paragraph 18 of the Complaint. The City is without sufficient knowledge or  
20 information to form a belief as to the truth of the allegations contained in Paragraph 19 of the  
21 Complaint regarding what the Union "noted" after the bargaining sessions and on this basis  
22 denies the same.
- 23 20. The City admits the allegations contained in Paragraph 20 of the Complaint.
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21. In answering Paragraph 21 of the Complaint, the City admits that the Henderson Police Supervisors Association (“HPSA”) declared impasse with the City of Henderson in June of 2025.
22. The City denies the allegations in Paragraph 22 of the Complaint, as the Association originally requested to skip mediation. After the City declined to skip mediation, the parties agreed to select the same mediator for both the HPOA mediation and the HPSA mediation.
23. The City admits the allegations contained in Paragraph 23 of the Complaint.
24. The City admits the allegations contained in Paragraph 24 of the Complaint.
25. The City admits the allegations contained in Paragraph 25 of the Complaint.
26. In answering Paragraph 26 of the Complaint, the City admits the Union selectively quotes one portion of the City’s proposal in mediation without the surrounding context. The City admits that it contemplated a creative offer that required agreement by both the HPOA and HPSA, and that to fund the offer it would require the elimination of vacant positions that would be represented by the HPSA if the positions were filled. To avoid any potential disputes, the City required that both Associations “agree not to file grievances, demands for decisional or impact and effects bargaining, unfair practice complaints, or other challenges to the elimination of these vacant positions.”
27. In answering Paragraph 27 of the Complaint, the City and the mediator understood that only HPOA was present when it introduced the offer and that the HPOA could not agree to the offer on the HPSA’s behalf. The mediator suggested that the HPOA and HPSA meet together the following day to further discuss the City’s proposal prior to starting the designated mediation day with the HPSA, and all parties agreed to this suggestion. At no point did the HPOA or HPSA object or state that meeting jointly would be a violation of either Association’s rights under the law.



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28. The City is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 28 of the Complaint and on this basis denies the same.

29. The City is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 29 of the Complaint and on this basis denies the same.

30. In answering Paragraph 30 of the Complaint, the City admits that it agreed with the mediator's suggestion that the HPOA and HPSA meet together the following day to further discuss the City's proposal prior to starting the designated mediation day with the HPSA. With regards to any remaining allegations in Paragraph 30 of the Complaint, the City is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 30 of the Complaint and on this basis denies the same.

31. In answering Paragraph 31 of the Complaint, the City admits that a condition of the City's supposal offered at mediation included language requiring both Associations to waive their right to challenge the City's decision to eliminate vacant but funded positions that would be represented by the HPSA if the positions were filled; the elimination of the vacant positions is what allowed the City to fund the generous supposal to the Associations. The City denies that this supposal was improperly fashioned.

32. In answering Paragraph 32 of the Complaint, admits that the HPOA and HPSA presented counter proposals, which the City reviewed and, communicating through the mediator, declined to accept. The City denies any and all remaining allegations contained in Paragraph 32.

33. In answering Paragraph 33 of the Complaint, the City admits that the HPOA and HPSA declined to accept the City's supposal presented at mediation. The City denies any and all remaining allegations contained in Paragraph 33.

34. The City denies the allegations contained in Paragraph 34 of the Complaint.

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- 35. The City denies the allegations contained in Paragraph 35 of the Complaint.
- 36. The City denies the allegations contained in Paragraph 36 of the Complaint.
- 37. The City denies the allegations contained in Paragraph 37 of the Complaint.
- 38. The City denies the allegations contained in Paragraph 38 of the Complaint.
- 39. The City denies the allegations contained in Paragraph 39(a-f) of the Complaint.

**AFFIRMATIVE DEFENSES**

Respondent, the City, asserts the following non-exclusive list of defenses to this action. These defenses have been labeled as “Affirmative” defenses regardless of whether, as a matter of law, such defenses are truly affirmative defenses. Such designation should in no way be construed to constitute a concession on the part of the City that it bears the burden of proof to establish such defenses.

**First Affirmative Defense:** The Complaint fails to conform to the requirements of NAC 288.200(1)(c) and should be dismissed as it fails to include a clear and concise statement of the facts constituting the alleged practice sufficient to raise a justiciable controversy under chapter 288 of NRS.

**Second Affirmative Defense:** The Complaint fails to state facts that support a claim for bad faith, interference with the administration of the Association, union busting, or retaliation.

**PRAYER FOR RELIEF**

WHEREFORE, the City of Henderson prays for judgment against Plaintiff as follows:

- 1. That Complainants take nothing by virtue of their claims against the City of Henderson and that the Complaint be dismissed with prejudice;

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///

- 1 2. That Respondents be awarded attorneys' fees and costs incurred herein; and  
2 3. For such other and further relief as the EMRB may deem just and proper.

3 DATED this 16<sup>th</sup> day of September 2025.

4 CITY OF HENDERSON

5  
6 /s/ Brandon Kemble  
7 BRANDON P. KEMBLE  
8 Assistant City Attorney  
9 Nevada Bar No. 011175  
10 240 Water Street, MSC 144  
11 Henderson, NV 89015

12 Attorney for Respondent  
13 City of Henderson

14 **CERTIFICATE OF SERVICE**

15 I hereby certify that on the 16<sup>th</sup> day of September 2025, the above and foregoing,  
16 **RESPONDENT CITY OF HENDERSON'S ANSWER TO COMPLAINANTS' COMPLAINT,**  
17 was electronically filed with the EMRB ([emrb@business.nv.gov](mailto:emrb@business.nv.gov)) and served by depositing a true and  
18 correct copy thereof in the United States mail, postage fully prepaid thereon, to the following:

19 Christopher Cannon, Esq.  
20 Andrew Regenbaum  
21 Nevada Association of Public Safety Officers  
22 145 Panama Street  
23 Henderson, Nevada 89015  
24 [andrew@napso.net](mailto:andrew@napso.net)  
25 [aregenbaum@aol.com](mailto:aregenbaum@aol.com)

26 /s/ Laura Kopanski  
27 Employee of the Henderson City Attorney's Office  
28

**Case 2025-018**  
**HPSA (Complainant)**

**Complaint**

FILED  
August 22, 2025  
State of Nevada  
E.M.R.B.  
12:55 p.m.

1 CHRISTOPHER M. CANNON, ESQ.  
2 Nevada Bar No. 9777  
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4 NEVADA ASSOCIATION OF PUBLIC SAFETY OFFICERS  
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11 Attorneys for the Complainants

12 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

13 **STATE OF NEVADA**

14 HENDERSON POLICE SUPERVISORS )  
15 ASSOCIATION, A NEVADA )  
16 NON-PROFIT CORPORATION AND )  
17 LOCAL GOVERNMENT EMPLOYEE, )  
18 ORGANIZATION, and ITS NAMED AND )  
19 UNNAMED AFFECTED MEMBERS )

20 Complainants )

21 vs )

22 CITY OF HENDERSON )

23 Respondents )

CASE NO: **2025-018**

COMPLAINT

24 COMES NOW, Complainants, HENDERSON POLICE SUPERVISORS  
25 ASSOCIATION (hereby “THE ASSOCIATION”), a local government employee organization,  
26 and the Associations’ named and unnamed affected members, by and through their undersigned  
27 counsel, CHRISTOPHER CANNON, ESQ., and ANDREW REGENBAUM, J.D., of the  
28 NEVADA ASSOCIATION OF PUBLIC SAFETY OFFICERS (hereby “NAPSO”), and hereby  
complain and allege against the CITY OF HENDERSON as follows:



1                   2. The scope of mandatory bargaining is limited to:

2  
3                   (a) Salary or wage rates or other forms of direct monetary compensation.

4                   .....

5                   (j) Recognition clause.

6                   (k) The method used to classify employees in the bargaining unit.

7                   .....

8                   (m) Protection of employees in the bargaining unit from discrimination because of  
9                   participation in recognized employee organizations consistent with the provisions  
10                  of this chapter.

11                  .....

12                  (o) Grievance and arbitration procedures for resolution of disputes relating to  
13                  interpretation or application of collective bargaining agreements.

14                  (p) General savings clauses.

15                  (q) Duration of collective bargaining agreements.

16  
17                  7. NRS 288.270(1) provides in pertinent part as follows:

18                  It is a prohibited practice for a local government employer or its designated  
19                  representative willfully to:

20                  (a) **Interfere, restrain or coerce any employee in the exercise of any right guaranteed**  
21                  **under this chapter.**

22                  (b) Dominate, **interfere** or assist **in the** formation or **administration of any employee**  
23                  **organization.**

24                  (c) **Discriminate** in regard to hiring, tenure or any term or condition of employment **to**  
25                  **encourage or discourage membership in any employee organization.**

26                  (d) Discharge or otherwise **discriminate** against any employee because the employee has  
27                  signed or filed an affidavit, petition or complaint or given any information or testimony  
28                  under this chapter, or **because the employee has formed, joined or chosen to be**  
29                  **represented by any employee organization.**

30                  (e) **Refuse to bargain collectively in good faith with the exclusive representative as**  
31                  **required in NRS 288.150.** Bargaining collectively includes the entire bargaining process,  
32                  including mediation and fact-finding, provided for in this chapter.

1 (f) Discriminate because of race, color, religion, sex, sexual orientation, gender identity or  
2 expression, age, physical or visual handicap, national origin or because of political or  
personal reasons or affiliations.

3 (g) Fail to provide the information required by NRS 288.180.

4 (Emphasis added).

5 8. This Government Employee-Management Relations Board (“Board”) has  
6 jurisdiction pursuant to NRS 288.110(2) to “hear and determine any complaint arising out of the  
7 interpretation of, or performance under, the provisions of this chapter by the Executive  
8 Department, any local government employer, any employee, as defined in NRS 288.425, any  
9 local government employee, any employee organization or any labor organization.”

10 9. This Board has further jurisdiction pursuant to NRS 288.080 to hear and  
11 determine “any controversy concerning prohibited practices.”

12 10. When a labor dispute arises, employees and recognized employee organization are  
13 required to raise before the Board issues within the jurisdiction of the Board before resorting to  
14 civil litigation. *Rosequist v Int’l Ass’n of Firefighters Local 1908*, 118 Nev. 444, 450-451, 40  
15 P.3d 651, 655 (2002), overruled on other grounds by *Allstate Ins. Co. v. Thorpe*, 123 Nev. 565,  
16 170 P.3d. 989 (2007).

17 11. The Association is the recognized bargaining unit for the members of the  
18 Association. As such, committee members, officers, board members and other representatives  
19 engage in collective bargaining negotiations with representatives of the City with respect to  
20 contractual obligations and terms of employment. As part of this, these members of both the  
21 Association and the City agree upon dates and times for these collective bargaining meetings,  
22 and both parties are represented by legal counsel during these sessions.

23 12. The violations of state law and the “union busting” practices identified herein  
24 have been an ongoing policy and practice of the City.

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1 **GENERAL ALLEGATIONS**

2 13. This matter revolves around the allegations that the City of Henderson has  
3 engaged in “union busting” and/or committed a prohibited labor practice activities during the  
4 course and scope of the creating of the new collective bargaining agreement between the City of  
5 Henderson and the Henderson Police Supervisors Association (“HPSA”).

6 14. That at the beginning of these negotiations between the City and the Association,  
7 the parties failed to agree to “ground rules” - which outlined how the negotiations would be  
8 conducted, who would attend, how to schedule/cancel meetings and the communication between  
9 the parties.

10 15. That the parties, the City of Henderson and the Association selected negotiating  
11 teams and designated lead negotiators to lead and conduct the meetings to develop and agree to  
12 the terms of a new collective bargaining agreement (CBA).

13 16. That for the Association, the lead negotiator was designated to be Lt. Charles  
14 Hedrick.

15 17. That for the City, the lead negotiator was designated to be Carlos McDade.

16 18. That following the “ground rules” meeting, the City and the Association  
17 conducted at least six (6) meetings, where wages, benefits and other employment terms contained  
18 with the CBA were negotiated.

19 19. That following these meetings, the Association noted that there were still over  
20 sixteen (16) open articles that needed to be agreed upon, negotiated or arbitrated. The  
21 Association, recognizing that there was no agreement in any of the remaining terms, and that the  
22 City was not attempting to resolve any of these issues, declared an impasse.

23 20. That simultaneous to this time, the City of Henderson was also negotiating with  
24 the non-supervisor police union (the Henderson Police Officers Association or “HPOA”) in an  
25 attempt to negotiate a new CBA with the officers’ union.

26 21. That similar to the supervisor’s association, the Henderson Police Officers  
27 Association also had reached impasse with the City of Henderson in regards to the terms of  
28 employment, wages and benefits to be contained within their CBA.

1           22.     That both police unions and the City agreed to select a mediator pursuant to NRS  
2 288 as the next step in the negotiation process, before resorting to fact finding and arbitration, as  
3 designated in NRS 288.190.

4           23.     For speed, judicial economy and to conserve costs for all parties, the Henderson  
5 Police Officers Association, the Henderson Police Supervisors Association and the City of  
6 Henderson all agreed to use the same mediator for **both associations, and all parties agreed to**  
7 ***waive the “fact finding” portion of the process.***

8           24.     That the parties agreed to use Mediator Stephen Hayford for both of the  
9 meditations, and that they would be held on consecutive days - August 11, 2025 and August 12,  
10 2025 at the City of Henderson’s City Hall campus. Each Association would have their own  
11 mediation day - HPOA on August 11, 2025; and HPSA on August 12, 2025.

12           25.     That on August 11, 2025, the HPOA and City met and with the assistance of  
13 Mediator Hayford - attempted to negotiate the terms of the new collective bargaining agreement.

14           26.     That during the negotiation with the non-supervisor’s union, the City stated, in  
15 writing, that:

16                   “ HPOA and HPSA are advised and recognize that to fund the proposal (for  
17 wages), the City plans to eliminate 7 vacant sergeant positions, 3 vacate lieutenant  
18 positions, and 1 vacant captain position. Both HPOA and HPSA agree not to file  
19 grievances, demands for decisional or impact and effects bargaining, unfair  
20 practice complaints, or other challenges to the elimination of these vacant  
21 positions”

22           27.     That the City was aware that the HPSA was **not present for this mediation with**  
23 **the City personnel, that these positions were covered in the HPSA’s CBA, and that HPOA**  
24 **did not have the authority to unilaterally agree to eliminate the positions.**

25           28.     That the HPOA recognized that they could not agree to such terms and could not  
26 advocate for such a funding agreement, without the participation of HPSA in these negotiations.

27           29.     That the HPSA **was not aware, nor had the City contacted the Association to**  
28 **let them know that such an offer was even being made.**

1           30.     That out of abundance of caution, and to avoid legal issues, the HPOA contacted  
2 the HPSA and relayed the terms of the offer from the City of Henderson. The HPOA then  
3 advised the City and the mediator that all the association officers/negotiating committees would  
4 have to be present during the HPSA’s designated mediation date (August 12, 2025) to discuss  
5 this offer jointly. The City and the mediator agreed to such terms.

6           31.     That on August 12, 2025, the day of the HPSA’s mediation, the City again  
7 improperly fashioned a counter proposal (as outlined in paragraph 26) - and stated that it required  
8 *the support of both associations in order to be funded and passed.*

9           32.     That the terms **required that both Associations: (1) to agree to the elimination**  
10 **of HPSA positions and (2) required that both Associations *waive any and all rights to legal***  
11 **remedies to review and/or challenge the agreement before any court, administrative review**  
12 **process and/or EMRB claim - regardless of the validity of such a legal claim.**

13           33.     Once again, that despite these terms, both Associations agreed to meet jointly on  
14 the day designated to mediate the HPSA’s CBA.

15           34.     That on August 12, 2025, mediation reconvened with all three (3) parties in the  
16 room. Two separate proposals were passed by each association to the City, that included each  
17 Association agree to the *to the position that supervisor positions would be eliminated as a term*  
18 *of funding for both the HPOA and HPSA’s CBA, but also addressing issues individually relevant*  
19 *to the separate contracts.*

20           35.     That after recognizing that the City was negotiating in bad faith - by requiring that  
21 both unions agree to terms that adversely affected only one association, and failed to address  
22 individual articles unique to the separate bargaining units, the HPSA rejected the City’s offer.  
23 The HPOA also rejected the City’s proposal and remained at impasse. That the City then  
24 responded that the HPOA and HPSA’s counter proposals were “ridiculous”.

25           36.     That after expressing that the offer was rejected, the HPSA requested to continue  
26 to meet with the City and the mediator to attempt to resolve the impasse on the remaining  
27 contractual articles, and desired to continue to meet without the HPOA being present (a condition  
28 the HPOA agreed to).

1           37.     That in response to the rejection of the funding proposal by the HPOA, the City  
2 refused to meet and negotiate with the HPSA on any terms of their CBA, and stated that  
3 **without the acceptance of the funding terms, the City had nothing else to discuss with the**  
4 **HPSA, effectively depriving them of their day with the mediator, costing them mediation**  
5 **expenses and legal fees for their counsel to present for these mediation.**

6           38.     That during this designated day of mediation, the chief negotiator for the City did  
7 not appear, but instead the City was represented by outside hired counsel from Chicago.  
8 Additionally, during the initial day of mediation, the City advocated that they would now argue  
9 an “inability to pay” for a new CBA, which was the first time that the City stated such a legal  
10 theory and such a theory was not supported by any evidence presented to the Associations.

11           39.     That the City resorted to such tactics in an attempt to coerce both Associations to  
12 agree to their terms and deprive the Association’s of their **individual right to negotiate for the**  
13 **terms and conditions of their individual CBA, for their respective members.**

14           40.     That the actions of the City **was a prohibited labor practice as outlined in NRS**  
15 **Chapter 288.**

16           41.     **Based on the foregoing,** the City of Henderson has committed unfair labor  
17 practices in ways that included, but may not be limited to the following:

- 18           a.     Interfere, restrain or coerce any employee in the exercise of any right guaranteed  
19                   under NRS 288, including engaging in bad faith bargaining by interfering with the  
20                   association’s ability to collectively bargain and/or engaging in an unfair labor  
21                   practice.
- 22           b.     Discriminate in regard to the terms and conditions of the members’ employment  
23                   to discourage members to join the Association (“union busting”) in violation of  
24                   NRS 288.270.
- 25           c.     Engaging in retaliatory treatment against the Association and their officers for  
26                   exercising their rights under NRS 288.

27

28

- 1 d. Engaging in a concerted pattern of conduct to ignore contractual rights, rights  
2 imposed by state and federal law, judicial orders for the purpose of coercing the  
3 members of the Association to waive and/or give up their ability to enforce their  
4 rights within the law.
- 5 e. Discriminating against members and leaders of the Association on the basis of  
6 political or personal reasons or affiliations in violation of NRS 288.270.
- 7 f. Refuse to bargain collectively and in good faith as required by NRS 288.150  
8

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Complainants and its members, while reserving the right to amend this  
11 Complaint to set forth additional facts or causes of action that are presently unknown to them,  
12 pray for relief as follows:

13 1. For a finding in favor of the Complainants that the City engaged in an unfair labor  
14 practice by (1) coercing the supervisors police union to agree to terms of a contract that would  
15 adversely affect another Association's members and positions; (2) coercing both Associations to  
16 be present for the mediation **at the same time**, in an attempt to coerce them into agreeing to  
17 terms and depriving them of their statutory day of mediation, (3) refusing to negotiate with the  
18 supervisors association to mediate issues related to their particular contract.

19 2. For a finding in favor of the Complainants that the City refused to bargain  
20 collectively and in good faith, violating NRS 288.150;

21 3. For reimbursement of the costs of the mediation;

22 4. For a finding that the Respondent interfered in the administration of the  
23 Association in violation of NRS 288.270;

24 5. For an order that the Respondent cease and desist from retaliatory behavior  
25 towards the Association, its members and its officers;

26 6. For an order that Respondent cease and desist from all prohibited and unfair labor  
27 practices therein, and for any other conduct that would be considered "union busting";

28 7. For reasonable attorney's fees to prosecute this action;



**City of Henderson (Respondent)**

**Answer to Complaint**

FILED  
September 16, 2025  
State of Nevada  
E.M.R.B.  
3:37 p.m.

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City Attorney  
2 Nevada Bar No. 008298  
3 **BRANDON P. KEMBLE**  
Assistant City Attorney  
4 Nevada Bar No. 011175  
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5 Henderson, NV 89015  
(702) 267-1200 Telephone  
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7 Attorneys for Respondent  
8 City of Henderson

9 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

10 **STATE OF NEVADA**

11 Henderson Police Supervisors Association, a  
12 Nevada Non-Profit Corporation and Local  
Government Employee Organization, and Its  
13 Named and Unnamed Affected Members,

14 Complainants,

15 v.

16 CITY OF HENDERSON,

17 Respondent.

CASE NO.: 2025-018

**RESPONDENT CITY OF  
HENDERSON'S ANSWER TO  
COMPLAINT**

18  
19 Respondent City of Henderson (the "City"), by and through its undersigned counsel of record,  
20 hereby submits its answer to Complainants Henderson Police Supervisors Association ("HPSA" or  
21 "Association") and its named and unnamed affected members' Complaint ("Complaint") by  
22 admitting, denying and alleging as follows, and further declares its Affirmative Defenses below:

23 **JURISDICTIONAL ALLEGATIONS**

24  
25 1. The City admits the allegations contained in Paragraph 1 of the Complaint.  
26 2. The City admits the allegations contained in Paragraph 2 of the Complaint.  
27  
28

CITY ATTORNEY'S OFFICE  
CITY OF HENDERSON  
240 S. WATER STREET MSC 144  
HENDERSON, NV 89015



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3. In answering Paragraph 3 of the Complaint, the City admits that it was and is a political subdivision of the State of Nevada. The City denies that it is a local government employee of the Association's members. However, the City admits that it is a local government employer of the Association's members as defined in NRS 288.060.
4. The allegations in Paragraph 4 of the Complaint are not asserted against the City and state legal conclusions, not factual allegations, such that no response is required. To the extent a response is required, the City denies the allegations.
5. The allegations in Paragraph 5 of the Complaint are not asserted against the City and state legal conclusions, not factual allegations, such that no response is required. To the extent a response is required, the City denies the allegations.
6. The allegations in Paragraph 6 of the Complaint are not asserted against the City and state legal conclusions, not factual allegations, such that no response is required. To the extent a response is required, the City denies the allegations.
7. The allegations in Paragraph 7 of the Complaint are not asserted against the City and state legal conclusions, not factual allegations, such that no response is required. To the extent a response is required, the City denies the allegations.
8. The allegations in Paragraph 8 of the Complaint are not asserted against the City and state legal conclusions, not factual allegations, such that no response is required. To the extent a response is required, the City denies the allegations.
9. The allegations in Paragraph 9 of the Complaint are not asserted against the City and state legal conclusions, not factual allegations, such that no response is required. To the extent a response is required, the City denies the allegations.

- 1 10. The allegations in Paragraph 10 of the Complaint are not asserted against the City and state  
2 legal conclusions, not factual allegations, such that no response is required. To the extent a  
3 response is required, the City denies the allegations.
- 4 11. The City admits the allegations contained in Paragraph 11 of the Complaint.
- 5 12. The City denies the allegations contained in Paragraph 12 of the Complaint.
- 6 13. The City denies the allegations contained in Paragraph 13 of the Complaint.
- 7 14. In answering Paragraph 14 of the Complaint, the City admits that the parties did not come to  
8 an agreement on ground rules for the negotiations.
- 9 15. In answering Paragraph 15 of the Complaint, the City admits that the City selected its  
10 negotiation team and designated a lead negotiator for negotiations. The City further admits  
11 that both parties reserved the right to change their representatives during negotiations. The  
12 City is without sufficient knowledge or information to form a belief as to the truth of the  
13 remaining allegations contained in Paragraph 15 of the Complaint and on this basis denies the  
14 same.
- 15 16. In answering Paragraph 16 of the Complaint, the City admits that the Association initially  
16 designated Lt. Charles Hedrick as its lead negotiator. At some point in the negotiations, the  
17 Association designated Andrew Regenbaum to be its lead negotiator for the remainder of the  
18 negotiations.
- 19 17. In answering Paragraph 17 of the Complaint, the City admits that the City designated Carlos  
20 McDade as its lead negotiator for the purposes of negotiations.
- 21 18. The City denies the allegations in Paragraph 18 of the Complaint; the City and the Association  
22 met a total of six meetings, including the meeting where ground rules were discussed: 3/05,  
23 3/31, 5/14, 5/28, 6/04, and 6/18.
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19. The City admits the Union declared an impasse following the parties' bargaining sessions referred to in Paragraph 18 of the Complaint. The City is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 19 of the Complaint regarding what the Union "noted" after the bargaining sessions and on this basis denies the same.

20. The City admits the allegations contained in Paragraph 20 of the Complaint.

21. In answering Paragraph 21 of the Complaint, the City admits that the Henderson Police Officers Association ("HPOA") declared impasse with the City of Henderson in June of 2025.

22. The City denies the allegations in Paragraph 22 of the Complaint, as the Association originally requested to skip mediation. After the City declined to skip mediation, the parties agreed to select the same mediator for both the HPOA mediation and the HPSA mediation.

23. The City admits the allegations contained in Paragraph 23 of the Complaint.

24. The City admits the allegations contained in Paragraph 24 of the Complaint.

25. The City admits the allegations contained in Paragraph 25 of the Complaint.

26. In answering Paragraph 26 of the Complaint, the City admits the Union selectively quotes one portion of the City's proposal in mediation without the surrounding context. The City admits that it contemplated a creative offer that required agreement by both the HPOA and HPSA, and that to fund the offer it would require the elimination of vacant positions that would be represented by the HPSA if the positions were filled. To avoid any potential disputes, the City required that both Associations "agree not to file grievances, demands for decisional or impact and effects bargaining, unfair practice complaints, or other challenges to the elimination of these vacant positions."

27. In answering Paragraph 27 of the Complaint, the City and the mediator understood that only HPOA was present when it introduced the offer and that the HPOA could not agree to the

1 offer on the HPSA's behalf. The mediator suggested that the HPOA and HPSA meet together  
2 the following day to further discuss the City's proposal prior to starting the designated  
3 mediation day with the HPSA, and all parties agreed to this suggestion. At no point did the  
4 HPOA or HPSA object or state that meeting jointly would be a violation of either  
5 Association's rights under the law.  
6

7 28. The City is without sufficient knowledge or information to form a belief as to the truth of the  
8 allegations contained in Paragraph 28 of the Complaint and on this basis denies the same.

9 29. The City is without sufficient knowledge or information to form a belief as to the truth of the  
10 allegations contained in Paragraph 29 of the Complaint and on this basis denies the same.

11 30. In answering Paragraph 30 of the Complaint, the City admits that it agreed with the mediator's  
12 suggestion that the HPOA and HPSA meet together the following day to further discuss the  
13 City's proposal prior to starting the designated mediation day with the HPSA. With regards  
14 to any remaining allegations in Paragraph 30 of the Complaint, the City is without sufficient  
15 knowledge or information to form a belief as to the truth of the allegations contained in  
16 Paragraph 30 of the Complaint and on this basis denies the same.  
17

18 31. In answering Paragraph 31 of the Complaint, the City admits that a condition of the City's  
19 supposal offered at mediation included language requiring both Associations to waive their  
20 right to challenge the City's decision to eliminate vacant but funded positions that would be  
21 represented by the HPSA if the positions were filled; the elimination of the vacant positions  
22 is what allowed the City to fund the generous supposal to the Associations. The City denies  
23 that this supposal was improperly fashioned.  
24

25 32. In answering Paragraph 32 of the Complaint, the City admits that a condition of the City's  
26 supposal offered at mediation included language requiring both Associations to waive their  
27 right to challenge the City's decision to eliminate vacant but funded positions that would be  
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represented by the HPSA if the positions were filled; the elimination of the vacant positions is what allowed the City to fund the generous supposal to the Associations.

33. In answering Paragraph 33 of the Complaint, the City admits that the Associations agreed to jointly meet to discuss and consider the City's supposal on the second day of mediation, designated for the HPSA mediation. At no time, did either Association voice any objections to the City about discussing and considering the City's supposal, or state that meeting jointly would be a violation of either Association's rights under the law.

34. The City admits the allegations contained in Paragraph 34 of the Complaint.

35. The City denies the allegations contained in Paragraph 35 of the Complaint.

36. In answering Paragraph 36 of the Complaint, the City is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 36 of the Complaint and on this basis denies the same.

37. The City denies the allegations contained in Paragraph 37 of the Complaint.

38. The City denies the allegations contained in Paragraph 38 of the Complaint.

39. The City denies the allegations contained in Paragraph 39 of the Complaint.

40. The City denies the allegations contained in Paragraph 40 of the Complaint.

41. The City denies the allegations contained in Paragraph 41(a-f) of the Complaint.

**AFFIRMATIVE DEFENSES**

Respondent, the City, asserts the following non-exclusive list of defenses to this action. These defenses have been labeled as "Affirmative" defenses regardless of whether, as a matter of law, such defenses are truly affirmative defenses. Such designation should in no way be construed to constitute a concession on the part of the City that it bears the burden of proof to establish such defenses.

**First Affirmative Defense:** The Complaint fails to conform to the requirements of NAC 288.200(1)(c) and should be dismissed as it fails to include a clear and concise statement of the

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facts constituting the alleged practice sufficient to raise a justiciable controversy under chapter 288 of NRS.

**Second Affirmative Defense:** The Complaint fails to state facts that support a claim for bad faith, interference with the administration of the Association, union busting, or retaliation.

**PRAYER FOR RELIEF**

WHEREFORE, the City of Henderson prays for judgment against Plaintiff as follows:

1. That Complainants take nothing by virtue of their claims against the City of Henderson and that the Complaint be dismissed with prejudice;
2. That Respondents be awarded attorneys' fees and costs incurred herein; and
3. For such other and further relief as the EMRB may deem just and proper.

DATED this 16<sup>th</sup> day of September 2025.

CITY OF HENDERSON

/s/ Brandon Kemble  
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**CERTIFICATE OF SERVICE**

I hereby certify that on the 16th day of September 2025, the above and foregoing, **RESPONDENT CITY OF HENDERSON'S ANSWER TO COMPLAINANTS' COMPLAINT**, was electronically filed with the EMRB ([emrb@business.nv.gov](mailto:emrb@business.nv.gov)) and served by depositing a true and correct copy thereof in the United States mail, postage fully prepaid thereon, to the following:

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Employee of the Henderson City Attorney's Office

**HPOA (HPSA) (Complainant)**

**Prehearing Statement**

FILED  
January 30, 2026  
State of Nevada  
E.M.R.B.  
10:00 a.m.

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11 Representatives for Complainants

12 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

13 **STATE OF NEVADA**

14 \* \* \*

15 HENDERSON POLICE OFFICERS'  
ASSOCIATION, A Nevada Non-Profit  
16 Corporation, and Local Government Employee  
Organization, and it's Named and Unnamed  
17 Affected Members

18 and,

19 HENDERSON POLICE SUPERVISORS'  
ASSOCIATION, a Nevada Non-Profit  
20 Corporation, and Local Government Employee  
Organization, and it's Named and Unnamed  
21 Affected Members,

22 Complainants,

23 vs

24 CITY OF HENDERSON,

25 Respondent.

CASE NO.: 2025-017 and 2025-018

**COMPLAINANTS' PRE-HEARING  
STATEMENT**

1 Complainants, HENDERSON POLICE OFFICERS ASSOCIATION, INC. (“HPOA”) and  
2 HENDERSON POLICE SUPERVISORS ASSOCIATION, INC. (“HPSA”), by and through their  
3 representatives of record, submit the following Pre-Hearing Statement pursuant to NAC 288.250:

4 **I. STATEMENT OF THE ISSUES**

5 1. Whether the City of Henderson committed an unfair labor practice by failing to  
6 engage in good faith negotiations with the Unions during mandatory impasse mediation?

7 2. Whether the City of Henderson committed an unfair labor practice by refusing to  
8 negotiate with the HPSA separately from the HPOA during mediation and therefore failed to  
9 engage in good faith negotiations with the HPSA whatsoever?

10 It is the joint contention of the Unions that the City committed an unfair labor practice by  
11 refusing to negotiate a successor contract during mediation unless the Unions agreed to proposals  
12 that were linked to one another and could not be accepted by one Union without acceptance by the  
13 other Union. It is further the contention of the HPSA that the City refused to mediate with the  
14 HPSA as an independent bargaining unit. It is the position of the Unions that the City’s refusal to  
15 negotiate and mediate separately with each Union is bad faith bargaining and therefore an unfair  
16 labor practice.

17 **II. MEMORANDUM OF POINTS AND AUTHORITIES**

18 Pursuant to NRS 288, on or about February 2025, the parties separately entered into  
19 negotiations to obtain successor collective bargaining agreements (“CBA”). The City and each  
20 Union negotiated in at least six (6) separate meetings which failed to result in any agreement on a  
21 new CBA. In fact, during the course of negotiations the parties did not TA any articles. On or  
22 about mid-June 2025, HPOA declared an impasse in its negotiations with the City. Shortly  
23 thereafter the HPSA also declared an impasse in negotiations. Following the declaration of  
24 impasse, pursuant to NRS 288.190 the HPSA offered to waive mediation and proceed directly to  
25 non-binding Fact Finding. The City refused to waive mediation.

26 In order to reduce the cost of mediation for all parties, as well as to streamline the  
27 presentation of redundant background facts, it was agreed that mediation would be held with a  
28 single mediator, on two successive days – August 11 and 12, 2025. August 11, 2025, was

1 designated as the date for HPOA's mediation and August 12, 2025 as the date for HPSA's  
2 mediation. Mediation was held with Arbitrator Stephen Hayford.

3         The HPOA and the City engaged in their scheduled mediation on August 11, 2025<sup>1</sup>. As  
4 would be expected, the mediator initially met privately with both parties and the HPOA made a  
5 settlement proposal to be considered by the City. The City spent considerable time with the  
6 proposal and ultimately returned with a counter-proposal that required the HPSA to agree to the  
7 terms for the proposal to be effective. Thus, the HPOA could not independently accept the  
8 proposal without the HPSA agreeing to the terms within it. The HPOA voiced both concerns and  
9 objections<sup>2</sup> to the City's counter proposal. However, after discussing the matter with the mediator,  
10 the HPOA agreed to attend the HPSA's mediation the following day to attempt to resolve both  
11 contracts simultaneously. Specifically, the HPOA and mediator believed that if the City was  
12 insisting on both contracts being resolved at the same time, the only way to accomplish that goal  
13 was to appear at the same time. Despite significant reservations about the procedure, which were  
14 made clear to all parties verbally, the HPSA also agreed to allow the HPOA to be present at the  
15 start of their mediation to try to bargain in good faith.

16         On August 12, 2025, both Unions appeared at mediation. The City presented HPSA with  
17 the same proposal it had tendered to HPOA the day before and explained that both Unions had to  
18 agree to a contract for either party to reach an agreement. The Unions caucused separately and  
19 each prepared counter-proposals to the City's "joint" proposal to the Unions. The City flatly  
20 rejected the counter-proposals. Further, the City, for the first time in the negotiation process,  
21 advised the Unions that if an agreement was not reached at mediation, the City would be presenting  
22 an inability to pay argument during arbitration.

23         Upon rejection of its counter-proposal, the HPOA left the mediation. The HPSA sought to  
24 hold its independent and separate mediation with the City during the remainder of the day as  
25 originally planned. The City refused to engage in any mediation with the HPSA separately. The  
26

27 <sup>1</sup> Inexplicably the City's Chief Labor Negotiator did not appear at mediation. He was replaced by outside counsel  
28 from Chicago who indicated that he would "assume the role" as the City's Chief Labor Negotiator. This was a  
violation of the ground rules between the HPOA and City.

<sup>2</sup> The HPOA specifically indicated that they believed that predicated its agreement upon HPSA also agreeing to  
contractual terms was bad faith bargaining.

1 HPSA never engaged in singular mediation with the City as a result of the City's refusal to continue  
2 with mediation on August 12, 2025. Clearly, the City did not intend to engage in good faith  
3 bargaining with the HPSA and the City's actions constituted an unfair labor practice.

4 Under NRS 288.270(1)(e) and (2)(b) it is a prohibited practice for either a local government  
5 employer, or a designated employee representative, to willfully refuse to bargain in good faith as  
6 required by NRS 288.150. The requirement to bargain in good faith includes the entire bargaining  
7 process, including mediation and fact finding. See, *Clark County Defenders Union v. Clark*  
8 *County*, Case No. 2024-014, Item No. 904 (EMRB, Dec. 12, 2024).

9 A party's conduct at the bargaining table must show a sincere desire to come to an  
10 agreement. The determination of whether there has been such sincerity is made by drawing  
11 inferences from the conduct of the parties as a whole. *City of Reno v. Int'l Ass'n of Firefighters,*  
12 *Local 731*, Item No. 253-A (EMRB, Feb 8, 1991), quoting *NLRB v. Ins. Agent's Int'l Union*, 361  
13 U.S. 488 (1970). Furthermore, evidence of bad faith may include one or more of the following:

- 14 - *Refusing to bargain on mandatory subjects of bargaining;*
- 15 - *Cancellation of bargaining sessions;*
- 16 - *Delay/Extended periods of unavailability for bargaining;*
- 17 - *Imposing conditions on bargaining;*
- 18 - *Insufficient authority to bargain;*
- 19 - *Refusal to provide information;*
- 20 - *Refusal to meet and unreasonable meeting times and sites;*
- 21 - *Boulwarism (take it or leave it type offers);*
- 22 - *Surface bargaining;*
- 23 - *Direct dealing;*
- 24 - *Regressive bargaining;*
- 25 - *Unilateral changes;*
- 26 - *Withdrawal of accepted offers; and*
- 27 - *Refusal to sign a written agreement.*

28 *Washoe County School District v. Washoe School Principals Association*, Consolidated  
Case Nos. 2023-024 and 2023-031, Item No. 895 (EMRB, March 29, 2024).

In this case, Complainants argue that the City failed to negotiate in good faith by (among  
other reasons): a) refusing to bargain on mandatory subjects of bargaining at mediation; b)  
imposing conditions on bargaining; c) Boulwarism; and d) surface bargaining.

1 Any additional points and authorities are before the Board as pled in the HPSA's Complaint  
2 and Oppositions to Motion for a Stay and Motion to Dismiss and are respectfully incorporated as  
3 if fully set forth herein.

4 **III. STATEMENT OF RELATED PROCEEDINGS**

5 None.

6 **IV. LIST OF WITNESSES**

7 **1. Henderson Police Supervisors Association President Lieutenant Charles**  
8 **Hedrick**

9 Lieutenant Hedrick is a Henderson Police Department employee/supervisor and has served  
10 on the HPSA executive board for many years, including as President. He is expected to testify  
11 regarding the facts and circumstances surrounding the grievance as well as all of the conversations  
12 that occurred during mediation on August 12, 2025. He is also expected to testify regarding the  
13 HPSA's negotiation process leading up to mediation.

14 **2. Lieutenant Christopher Aguiar**

15 Lieutenant Aguiar will testify to his knowledge of the mediation which did not occur  
16 between the HPSA and the City. Specifically, he will testify as to the City's refusal to mediate  
17 separately with the HPSA on August 12, 2025 after the HPOA left negotiations.

18 **3. Henderson Police Officers Association President Michael Goodwin**

19 Officer Goodwin will testify regarding the facts and issues raised in the HPOA Complaint  
20 well as his knowledge of the conversations that occurred during mediation on August 11, 2025  
21 and August 12, 2025. He is also expected to testify regarding the HPOA's negotiation process  
22 leading up to mediation.

23 **4. Detective Nickolas Papacs**

24 Detective Papacs will testify regarding the facts and issues raised in the HPOA Complaint  
25 well as his knowledge of the conversations that occurred during mediation on August 11, 2025  
26 and August 12, 2025. He is also expected to testify regarding the HPOA's negotiation process  
27 leading up to mediation.

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**5. Officer Daniel Nerbonne**

Officer Nerbonne will testify regarding the facts and issues raised in the HPOA Complaint well as his knowledge of the conversations that occurred during mediation on August 11, 2025 and August 12, 2025. He is also expected to testify regarding the HPOA’s negotiation process leading up to mediation.

**6. Police Chief Reggie Rader**

It is expected that the Police Chief will testify regarding the facts and issues raised in the Unions’ Complaints as well as the manner in which negotiations were handled at mediation on August 11 and 12, 2025. The Police Chief may also testify regarding the contents of an email which was released regarding negotiations.

**7. HPSA/HPOA Person Most Knowledgeable**

The PMK is a member of the HPSA or HPOA necessary to rebut any allegations or evidence presented by the City.

**V. ESTIMATE OF TIME NEEDED**

The Associations estimate that three hours are needed for the presentation facts and allegations making up their case-in-chief. The HPOA and HPSA reserve the right for rebuttal to the City of Henderson’s presentation.

DATED this 30<sup>th</sup> day of January, 2026.

**NEVADA ASSOCIATION OF  
PUBLIC SAFETY OFFICERS**  
By: /s/ Andrew Regenbaum  
ANDREW REGENBAUM, J.D.  
Executive Director  
145 Panama Street  
Henderson, Nevada 89015

**QUINTAIROS, PRIETO, WOOD & BOYER, P.A.**  
By: /s/ Najum Anwar  
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Representatives for Complainants

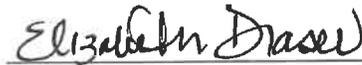
CERTIFICATE OF ELECTRONIC FILING

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I hereby certify that I am an employee of the Nevada Association of Public Safety Officers and that on the 3rd day of December 2025, I served a copy of the foregoing COMPLAINTANTS' PRE-HEARING STATEMENT by electronically filing with the EMRB (emrb@business.nv.gov) and served by email a true and correct copy thereof to the following:

Brandon P. Kemble, Assistant City Attorney  
City of Henderson  
240 Water Street, MSC 144  
Henderson NV 89015  
brandon.kemble@cityofhenderson.com

DATED this 30th day of January 2026



Elizabeth Draser

**City of Henderson (Respondent)**

**Prehearing Statement**

FILED  
January 30, 2026  
State of Nevada  
E.M.R.B.  
4:32 p.m.

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STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

21 Henderson Police Supervisors Association,  
22 Inc., a Nevada Non-Profit Corporation and  
23 Local Government Employee Organization,  
24 and its Named and Unnamed Affected  
25 Members; Henderson Police Officers  
26 Association, A Nevada Non-Profit  
27 Corporation and Local Government  
28 Employee Organization and its Named and  
29 Unnamed Affected Members,

EMRB No. **2025-017** and  
**2025-018**

**RESPONDENT'S PREHEARING  
STATEMENT**

Complainants,

v.

City of Henderson,

Respondent.

Respondent City of Henderson ("City"), by and through its undersigned counsel, hereby submits its Pre-Hearing Statement pursuant to NAC 288.250.

**A. Statement of the Issues of Fact and Law**

1. Whether the City had a duty to bargain given that Complainants had previously declared impasse?

4925-0665-2552

Snell & Wilmer

LLP  
LAW OFFICES  
1700 South Pavilion Center Drive, Suite 700  
Las Vegas, Nevada, 89135  
702.784.5200

- 1           2. Whether the City bargained in bad faith after the parties reached impasse when, during  
2           mediation, the City made a proposal that involved two bargaining units and later ended the  
3           mediation session for the day?
- 4           3. Whether the City’s proposal constitutes unlawful interference or coercion pursuant to NRS  
5           288.270(1)(a)?

6           **B. Memorandum of Points and Authorities**

7           **1. Factual Background**

8           Complainants Henderson Police Officers Association (“HPOA”) and Henderson  
9           Supervisors Association (“HPSA”) represent two bargaining units of City Police Department  
10          employees. The HPOA represents the City’s Police Officers, while HPSA represents the City’s  
11          Sergeants and Lieutenants. The City and the HPOA, as well as the City and the HPSA, have been  
12          parties to collective bargaining agreements. All parties have been engaged in successor bargaining  
13          negotiations through 2025.

14          The HPSA and HPOA collective bargaining agreements are, by design, tied at the hip.  
15          Under the HPSA collective bargaining agreement, its members receive a flat percentage wage  
16          differential compared to the wages of the HPOA. Thus, any wage increase given to the HPOA  
17          automatically results in a corresponding percentage increase to the HPSA. Accordingly, while  
18          negotiating with the HPOA, particularly during their discussion of wages, the City naturally had to  
19          consider the impact of its economic guarantees to the HPOA on its HPSA negotiations.

20          Ultimately, after six bargaining meetings, both the HPOA and HPSA declared impasse. *See*  
21          Compl. at ¶¶18-19. All parties then proceeded to mediation. As stated in the unions’ Complaints,  
22          “For speed, judicial economy and to conserve costs for all parties, the Henderson Police Officers  
23          Association, the Henderson Police Supervisor’s Association and the City of Henderson all agreed  
24          to use the same mediator for both associations, and all parties agreed to waive the ‘fact finding’  
25          portion of the process.” *See* Compl. at ¶23 (emphasis omitted). The City and HPOA would mediate  
26          first, followed by the City and HPSA the next day.

27          During mediation, as the HPOA continued to propose increases the City couldn’t otherwise  
28          afford, the City came up with a creative proposal that could benefit both units. The proposal

1 included the elimination of certain supervisory positions within the police department, the savings  
2 from which the City would use to fund the wage increases desired by the unions. But because the  
3 proposal would necessarily impact both units, the City included a provision that would need both  
4 units to agree to the terms. HPOA relayed the City's proposal to HPSA (which was not at the  
5 mediation on the first day) and then informed the mediator and the City that the HPOA would need  
6 to participate in HPSA's mediation the following today to discuss the City's proposal jointly.  
7 Compl. at ¶ 30.

8 The next day, with all parties present, the unions declined the City's proposal. Instead, each  
9 union made individual proposals to the City, which the City considered but declined. In short, the  
10 parties were still at a stalemate in terms of wages.

11 Thereafter, with respect to HPSA specifically, the City informed the mediator that it could  
12 not sweeten the pot unless HPSA provided concessions. According to the mediator, HPSA declined  
13 to offer any concessions and, as a result, the mediation ended in the afternoon on the second day.  
14 But that does *not* mean the parties ceased negotiations altogether. The Unions suggest that the City  
15 engaged in bad faith bargaining because it did not stay the entire second day of mediation with  
16 HPSA. Aside from the fact that the City was under no obligation to continue mediating, the Unions  
17 neglect to tell the Board that the parties have continued to engage in various negotiations post-  
18 mediation.

19 Contrary to the allegations in the Unions' Complaints, at no point did the City "refuse[] to  
20 meet and negotiate with HPSA on any terms of their CBA". Compl. at ¶ 37. The City has  
21 considered multiple individual HPSA proposals—before, during, and after the mediation—but has  
22 simply not agreed to their unreasonable terms. Indeed, the evidence will show that after the  
23 conclusion of the mediation the parties continued to bargain and participate in contract negotiations,  
24 despite the unions declaring impasse.

## 25 2. Argument

### 26 a. The Evidence Fails to Support a Finding the City Engaged in Bad Faith 27 Bargaining.

28 Both Unions make the same claim. They argue that the City engaged in bad faith bargaining

1 by making a proposal that involved both Unions and, in essence, not spending the entire second  
2 day of mediation continuing to negotiate with HPSA over terms on which it had already declared  
3 impasse. These facts simply do not support a finding that the City engaged in bad faith bargaining  
4 as a matter of fact and law pursuant to NAC 288.270(1)(e).

5 Whether an employer has violated its duty to bargain in good faith turns on the totality of  
6 its conduct and not on a single incident. *Int'l Brotherhood of Electrical Workers, Local 1245 v. City*  
7 *of Fallon*, Case No. AI-045485, Item No. (1991); *N.L.R.B. v. Insurance Agents' Union*, 361 U.S.  
8 477, 49 (1960). Labor boards have repeatedly recognized that bargaining in good faith *does not*  
9 *require* the parties to actually reach an agreement, rather, it requires the parties put forth “a sincere  
10 effort” to do so. *City of Reno v. Int'l Ass 'n of Firefighters, Local 731*, Item No. 253-A, Case No.  
11 AI-045472 (1991). “In order to show ‘bad faith’, a complainant must present ‘*substantial evidence*  
12 *of fraud, deceitful action or dishonest conduct.*’” *Juvenile Justice Supr. Ass 'n v. County of Clark*,  
13 Case No. 2017-20, Item No. 834 (2018) (Emphasis added). The City’s actions were not fraudulent,  
14 deceitful, or dishonest.

15 **i. There was no Duty to Bargain as the Parties were at Impasse.**

16 As a threshold matter, there can be no breach of the duty to bargain in good faith here  
17 because the City had no duty to bargain at all. The EMRB has held, “there is no duty on the part  
18 of either party to bargain after impasse is reached.” *Clark County Classroom Teachers Ass'n v.*  
19 *Clark County School Dist.*, Case No. AI-045302, Item No. 62, p. 9 ¶ 14 (1976), *cited with approval*  
20 *in Las Vegas Fire Fighters Local 1285, International Association of Fire Fighters vs. City of Las*  
21 *Vegas, Nevada Respondents*, Case No. AI-046074, Item No. 786, p. 8 (2013). “Once an impasse  
22 exists, a party is not required to engage in continued fruitless discussions.” *Id.*; *see also Dish*  
23 *Network Corp. v. NLRB*, 953 F.3d 370, 378 (5th Cir. 2020) (explaining that “once a good-faith  
24 impasse occurs, it suspends ‘the duty to bargain in good faith.’”); *NLRB v. Blevins Popcorn Co.*,  
25 659 F.2d 1173, 1182 n. 55 (D.C. Cir. 1981) (stating that when parties have bargained in good faith  
26 but have reached impasse, “the obligation to continue bargaining ends.”)

27 In this case, Complainants both declared impasse *before* the mediation occurred. Thus, the  
28 City had no duty to continue to bargain or participate in the mediation. Nevertheless, the City

1 voluntarily participated in mediation in good faith. There is no dispute that proposals were  
2 exchanged, and rejected, by all the parties. There was no obligation to reach an agreement on any  
3 issue, even though the City attempted to do so. Nor was there an obligation for the City to continue  
4 mediating until the Unions were satisfied – especially since the parties were still deadlocked on the  
5 issue of wages. In short, because there was no duty to bargain after the Unions declared impasse,  
6 the City could not have engaged in bad faith bargaining post-impasse as a matter of law.

7 Moreover, speaking hypothetically, even if the Unions had not declared impasse prior to  
8 mediation such that the City was under a continuing obligation to engage in good faith bargaining,  
9 the law relieves a party of the duty of good faith bargaining “when a single issue looms so large  
10 that a stalemate as to it may fairly be said to cripple the prospects of any agreement.” *N.L.R.B. v.*  
11 *Tomco Commc'ns, Inc.*, 567 F.2d 871, 881 (9th Cir. 1978). For example, where wages and related  
12 benefits are a central and irreconcilable issue, a further discussion of other provisions in a collective  
13 bargaining agreement “serve[s] no useful purpose, and therefore [i]s not called for.” *Id.* Here, it is  
14 undisputed that the Unions *did* declare impasse prior to mediation, but even if they hadn’t, there is  
15 no question that the parties were deadlocked on the central issue of wages relieving the City of any  
16 duty of good faith bargaining as to other issues.

17 **ii. The City Bargained in Good Faith.**

18 Assuming, for the sake of argument, the City had a duty to continue to bargain at mediation  
19 after the Unions declared impasse, the Unions’ arguments still fail.

20 First, the Unions contend that the format of the City’s bargaining proposals was  
21 impermissible because it involved the agreement of both Unions. According to the Unions, only  
22 they can decide to bargain as a joint effort with the City, not the other way around. The NLRB,  
23 however, has held that, absent extraordinary circumstances, use of coordinated bargaining, such as  
24 in the instant case, does not constitute a prohibited practice (or an unfair labor practice, using the  
25 NLRB’s term of art). *See N.L.R.B. v. Indiana & Michigan Elec. Co.*, 599 F.2d 185, 190 (7th Cir.  
26 1979) (an employer may not refuse to bargain with unions engaging in coordinated bargaining  
27 absent unusual circumstances); *Imperial Outdoor Advert.*, 192 NLRB 1248, 1249 (1971) (holding  
28 employers had right to collaborate as a group for their convenience); *Don Lee Distrib., Inc.*

1 (*Warren*) v. *N.L.R.B.*, 145 F.3d 834, 843 (6th Cir. 1998) (Both the NLRB and courts “have  
2 recognized that ‘coordinated bargaining,’ a practice whereby parties share information and  
3 coordinate efforts but ultimately *retain the authority to negotiate contract terms individually*, is  
4 lawful under the NLRA.”) (emphasis added).

5 Here, one proposal to increase pay for **both** units in exchange for **both** units agreeing not  
6 to litigate against the City is not fraudulent, deceitful, dishonest or otherwise unlawful. Rather, the  
7 City discovered a way to save money by eliminating certain vacant positions affecting the HPSA’s  
8 membership and offered to use that money to increase the wages of both units. Neither union was  
9 forced to accept the proposal, participate in coordinated bargaining or give up its individual  
10 negotiating authority. This is evidenced by the fact that *all* the parties agreed to mediate jointly on  
11 the second day of mediation and that the unions provided multiple individual proposals to the City.  
12 In short, the City did not force the Unions to bargain collectively and continued to negotiate with  
13 each union separately after they declined the City’s joint proposal.

14 Furthermore, any contention that the City’s joint proposal was improper ignores the fact  
15 that the HPSA and HPOA collective bargaining agreements are inextricably linked when it comes  
16 to wages. *Any* proposal to HPOA regarding wages *automatically* impacts HPSA wages by virtue  
17 of their collective bargaining agreements. The HPSA cannot, on one hand, purposefully tie its  
18 wages to the HPOA’s agreement and then on the other hand cry foul when the City makes a joint  
19 proposal as to wages. The very nature of the Unions’ collective bargaining agreements made a  
20 joint proposal entirely reasonable.

21 Next, the Unions attempt to suggest that the City’s proposal is inappropriate because it  
22 constitutes a waiver of their rights. But a waiver of statutory rights is permissive, not illegal. *City*  
23 *of Sparks vs. IAFF, Local No. 1265*, Case No. A1-045332, Item No. 103, ¶ 8-12 (1980) (union’s  
24 submission of permissive subject of bargaining regarding rules and regulations did not constitute  
25 bad faith bargaining; although employer had no obligation to negotiate over such proposals, the  
26 employer was required to discuss them). Thus, the City’s proposal, in and of itself, cannot  
27 constitute bad faith bargaining.

28

1           Third, to the extent the Unions take issue with HPSA not being provided with the proposal  
2 at the same time, HPOA does not have standing to challenge that matter; moreover, the fact that  
3 the City gave the proposal to HPOA first, as opposed to giving it to both units simultaneously, is a  
4 red herring. The City was mediating with HPOA when it came up with the joint proposal and  
5 naturally provided it to HPOA since that was the association with whom it was bargaining. The  
6 proposal, however, clearly provides that it was going to be issued to both HPSA and HPOA, and it  
7 is undisputed that HPSA received a copy of that proposal. There was no deceitful conduct here.

8           The Unions also deride the City's use of outside counsel at the mediation. But, as the Unions  
9 themselves articulate, parties have the right to select their own bargaining representatives. *See* NRS  
10 288.150 ("every local government employer shall negotiate in good faith through one or more  
11 representatives of its own choosing . . . ."). The City simply exercised its guaranteed right; the  
12 Unions' dissatisfaction with the City's decision is not an unfair labor practice. In fact, the exact  
13 opposite is true. It would be a prohibited practice for the Union to coerce the City in its choice of  
14 bargaining representatives. *See, e.g., N.L.R.B. v. Int'l Bhd. of Elec. Workers Loc. 1547, AFL-CIO,*  
15 *971 F.2d 1435, 1435 (9th Cir. 1992).*

16           Lastly, the Unions contend that the City's rejection of their proposals and its decision to  
17 end mediation with HPSA in the afternoon on the second day (instead of staying until the end of  
18 the day) also constitutes bad faith bargaining.<sup>1</sup> There is no requirement on any party to agree to a  
19 proposal. And the Unions' proposals, in the City's legitimate opinion, did not address the City's  
20 cost concerns. The City's insistence that its funding concerns were addressed in the proposals is  
21 not bad faith bargaining. The EMRB has consistently held that "adamant insistence on a bargaining  
22 position or 'hard bargaining' is not enough to show bad faith bargaining." *Las Vegas Peace Officers*  
23 *Association v. City of Las Vegas*, Case No. 2015-034, Item No. 821 (2017); *see, e.g., Reno*  
24 *Municipal Employees Ass'n v. City of Reno*, Case No. A1-045326, Item No. 93 (1980). Nothing in  
25 NRS 288 compels the City to accept any of the Unions' offers, nor is the City compelled to tender  
26 further counterproposals after the City has put all its chips on the table. That is precisely what the

27  
28 <sup>1</sup> Additionally, the HPOA cannot use whatever occurred between the City and HPSA to support its bad  
faith bargaining allegations.

1 impasse provisions of NRS exist to address. Therefore, the Unions' bad faith bargaining claims  
2 are without merit and should be dismissed.

3 **b. The Unions Fail to Demonstrate the City Interfered with their Rights,**  
4 **Discriminated or Retaliated Against them.**

5 In addition to arguing that the City engaged in bad faith bargaining, the Unions argue that  
6 the City's proposal constitutes unlawful interference. The Unions' argument is unavailing. To  
7 establish a viable interference claim pursuant to NRS 288.270(1)(a), the Board determines whether  
8 there are sufficient facts demonstrating (1) a reasonable employee would view the actions as  
9 interfering with, coercing, or deterring; (2) the exercise of protected activity; and (3) "the employer  
10 fails to justify the action with a substantial and legitimate business reason." *Billings and Brown v.*  
11 *Clark County*, Case No. A1-046002, Item No. 751 (2012); *citing Medeco Sec. Locks, Inc. v. NLRB*,  
12 142 F.3d 733, 745 (4th Cir. 1988); *Reno Police Protective Ass'n v. City of Reno*, 102 Nev. 98, 101,  
13 715 P.2d 1321, 1323 (1986).

14 The Unions contend that by issuing a proposal that involves multiple bargaining units, the  
15 City attempted to "coerce" the bargaining units in the exercise of their rights. The Unions are  
16 incorrect. First, there was nothing coercive about the City's proposal. The City made a proposal  
17 impacting the wages of both units and, in response, *all parties voluntarily agreed* to participate  
18 in mediation. Either unit could have independently rejected the proposal and refused to mediate  
19 with the other unit present. Instead, both Unions consented to a joint mediation session where they  
20 rejected the City's proposal and made their own individual proposals. As set forth above,  
21 cooperative bargaining has been a legitimate bargaining tactic for decades. *Imperial Outdoor*  
22 *Advert.*, 192 NLRB 1248, 1249 (1971). Thus, the City's proposal cannot be objectively considered  
23 as coercive.

24 Second, there is nothing in the City's proposal that stripped the Unions of their individual  
25 decision-making that would suggest *actual* interference with the employees' right to select their  
26 own bargaining representative. *See Don Lee Distrib., Inc.*, 322 NLRB 470 (1996); *Subject: King*  
27 *Soopers Safeway Albertson's*, No. Case 27-CA-19325, 2005 WL 545232, at \*3 (Feb. 17, 2005).  
28 Each Union was free to agree or not to agree as they deemed appropriate. There is simply no

1 evidence demonstrating the City was forcing the Unions to give up its autonomous status. To the  
2 contrary, the Unions declined the City's offer and made their own individual proposals. The fact  
3 that the City did not like their counters does not establish any unlawful coercion.

4 Third, the City had a legitimate reason for issuing a proposal that involved both bargaining  
5 units. The current status quo with HPSA automatically ties the wages of both units together. By  
6 extension, any agreement to provide wages to HPOA automatically implicates wages for HPSA.  
7 Moreover, to adequately fund the proposal to HPOA, and ultimately HPSA, the City needed certain  
8 concessions and guarantees. Namely, the City needed to eliminate certain vacant supervisory  
9 positions to fund the additional increases and wanted both units to agree to the elimination of those  
10 positions. Why would the City agree to give both units more money than it could afford while also  
11 signing itself up for potential prolonged litigation?

12 The City's proposal was a legitimate proposal that would have benefited both units, while  
13 also being cost-effective. That the Unions are not used to seeing this kind of proposal does not twist  
14 it into an unlawful coercive tactic. *See Juvenile Justice Supervisors Association and Juvenile*  
15 *Justice Probation Officers Association v. County of Clark, Nevada*, Case No. 2017-020, Item No.  
16 834, pp. 12-13 (2018) (employer's actions while bargaining in good faith did not "tend[] to interfere  
17 with, coerce, or deter the exercise of protected activity by the EMRA.") Given that the City had a  
18 legitimate business reason for its proposal and that it cannot be construed as coercive in any respect,  
19 the Unions' interference claims also fail.

#### 20 **C. Statement of Other Pending or Anticipated Proceedings**

21 The parties have participated in interest arbitration proceedings, and a decision is still  
22 pending.

#### 23 **D. List of Witnesses and Brief Summary of Expected Testimony**

24 In addition to cross-examining any of the Unions' witnesses, the City may call the following  
25 individuals to testify in its case-in-chief:

##### 26 **1. Benjamin E. Gehrt, Negotiator for the City**

27 Mr. Gehrt was the lead negotiator during the at-issue mediation and possesses knowledge  
28 of the parties' bargaining during the at-issue time period and the City's proposals.

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**2. Chief of Police Reggie Radar**

Chief Radar participated in the parties' mediation and negotiations. Chief Radar was involved in the development of the City's proposals.

**3. Kristina Gilmore, Assistant City Attorney**

Ms. Gilmore participated in the parties' mediation and negotiations. Ms. Gilmore possesses knowledge of the parties' bargaining during the at-issue time period and the City's proposals.

**4. David Weiser, Assistant Director of Finance**

Mr. Weiser participated in the parties' mediation and negotiations. Mr. Weiser is knowledgeable of the parties' bargaining during the at-issue time period and the City's proposals.

The City reserves the right to supplement its witness list, as well as the right to call any witnesses in rebuttal it deems necessary.

**E. Estimate of Time for Presentation of the City's Position**

The City estimates it will need 6-8 hours to present its case-in-chief. This does not include cross-examination of the Unions' witnesses or any rebuttal witness testimony.

DATED this 30th day of January 2026.

SNELL & WILMER L.L.P.

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**CERTIFICATE OF SERVICE**

I hereby certify that on the 30th day of January 2026, the above and foregoing, **RESPONDENT’S PREHEARING STATEMENT**, was electronically filed with the EMRB and served by depositing a true and correct copy thereof in the United States mail, postage fully prepaid thereon, to the following:

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