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December 10, 2024  
State of Nevada  
E.M.R.B.  
8:46 a.m.

9 Representatives for Complainants

10 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

11 **STATE OF NEVADA**

12 \* \* \*

13 Henderson Police Supervisors Association,  
14 INC., a Nevada Non-Profit Corporation and  
15 Local Government Employee Organization, and  
Its Named and Unnamed Affected Members,

CASE NO.: 2024-041

**COMPLAINT**

16 Complainants,

17 vs.

18 City Of Henderson and  
19 Police Chief Hollie Chadwick,

20 Respondent.

21  
22 Complainants HENDERSON POLICE SUPERVISORS ASSOCIATION, INC.  
23 ("HPSA"), a local government employee organization, and HPSA's named and unnamed affected  
24 members, by and through their representatives of record, hereby complain and allege against  
25 Respondent CITY OF HENDERSON ("City") and Chief Chadwick as follows:

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

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

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

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

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

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

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

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

24           (emphasis added).

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

30           9.     This Board has further jurisdiction pursuant to NRS 288.280 to hear and determine  
31           "[a]ny controversy concerning prohibited practices."

32           10.    **W**hen a labor dispute arises, employees and recognized employee organizations are  
33           required to raise before the Board issues within the jurisdiction of the Board before resorting to  
34           civil litigation. *Rosequist v. Int'l Ass'n of Firefighters Local 1908*, 118 Nev. 444, 450-51, 49 P.3d  
35           651, 655 (2002), *overruled on other grounds by Allstate Ins. Co. v. Thorpe*, 123 Nev. 565, 170  
36           P.3d 989 (2007).

37           ///

1           11.     HPSA is the recognized bargaining unit for the members of its association. As  
2 such, committee members, officers, board members, and other representatives engage in collective  
3 bargaining negotiations with representatives of the City with respect to contractual obligations and  
4 terms of employment.

5           12.     The violations of state law and the "union busting" practices identified herein have  
6 been an ongoing policy and practice of the City.

7  
8                                 GENERAL ALLEGATIONS

9           13.     This matter revolves around the allegation that the City of Henderson and Chief  
10 Chadwick have been engaged in union busting activities over the course of the last six months by  
11 targeting and singling out HPSA President, Lieutenant Charles Hedrick, for conducting business  
12 on behalf of the members of the HPSA.

13           14.     On or about the period of March through June, 2024 the HPSA was engaged in a  
14 series of union "issues" with City and Police administration. These matters included but were not  
15 limited to an FMLA contract grievance, overtime policy negotiations, and various supervisor  
16 disciplinary grievances including one involving a termination of employment.

17           15.     On Monday, June 10, 2024, at around noon, Lieutenant Hedrick contacted Captain  
18 Ed Bogdanowicz regarding the annual Patrol Division shift bid. Shift bid is based upon seniority  
19 within each rank and is conducted in accordance with the CBA between the HPSA and the City.  
20 Basically, Lieutenant Hedrick bid a weekend graveyard shift based upon a promise that he would  
21 be allowed to re-bid for his current shift (graveyard shift, Tuesday through Friday) at the August,  
22 2024 shift bid.

23           16.     On or about Monday, June 17, 2024, at around 4:00 PM, Lieutenant Hedrick was  
24 contacted by phone by Captain Bogdanowicz. Captain Bogdanowicz informed Lieutenant Hedrick  
25 he was being moved off of his current graveyard shift and would not be allowed to bid any  
26 graveyard shift at the shift bid in August. Captain Bogdanowicz asked Lieutenant Hedrick for three  
27 specialized assignment positions that Lieutenant Hedrick would consider. Lieutenant Hedrick  
28 asked if he was being moved off of his shift in the Patrol Division to his preferred specialized

1 assignment or just off of graveyard. Captain Bogdanowicz indicated that he was unsure but advised  
2 that he would find out. Captain Bogdanowicz informed Lieutenant Hedrick this was not his doing  
3 or decision, but he was being told by Deputy Chief Henn to move Lieutenant Hedrick off of  
4 graveyard and provided no clear or reasonable explanation as to why this particular movement was  
5 necessary.

6 17. On Tuesday, June 18, 2024, around 6:00 AM, Lieutenant Hedrick met with Captain  
7 Bogdanowicz. Lieutenant Hedrick explained some of the reasoning for his need to work graveyard.  
8 More specifically, he told the Captain that he had a medical hardship that made it necessary for  
9 him to work graveyard in addition to other personal matters. Lieutenant Hedrick asked if he was  
10 being guaranteed the specialized assignment of his choice and if any other lieutenants, besides the  
11 HPSA President, was being forced off of their preferred schedule. Captain Bogdanowicz explained  
12 he was unsure and would ask Deputy Chief Henn for clarification.

13 18. While waiting for clarification from Captain Bogdanowicz, Lieutenant Hedrick  
14 reached out to multiple other lieutenants, assigned to the Patrol Division, and none were being  
15 forced to move or limited in their choices at the August shift re-bid.

16 19. On June 20, 2024, at around 3:00 PM, Lieutenant Hedrick met with Captain  
17 Bogdanowicz in his office. Captain Bogdanowicz informed Lieutenant Hedrick was not being  
18 guaranteed a specialized assignment spot and would have to bid swing shift or day shift in August.  
19 Lieutenant Hedrick informed Captain Bogdanowicz that based upon those limitations, the only  
20 other shift available to him was "Swings West" which is a weekend schedule. Lieutenant Hedrick  
21 explained this would not work for his hardship as he had previously notified Captain Bogdanowicz  
22 about, and he requested a meeting with Deputy Chief Henn and Chief Chadwick.

23 20. Of note, on June 22, 2024, at around 10:00 AM, Lieutenant Hedrick, in his capacity  
24 as HPSA President, sent an email to Deputy Chief Boucher explaining the HPSA's opposition to  
25 a proposed change to sergeants testing for specialized assignments. Almost immediately after this  
26 email was sent, Chief Chadwick scheduled a meeting with Lieutenant Hedrick for the following  
27 Tuesday morning on June 25, 2024.

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1           21.     On June 25, 2024, at approximately 7:15 AM, Lieutenant Hedrick had a meeting  
2 with Chief Chadwick, Deputy Chief Henn, and Captain Bogdanowicz. Lieutenant Hedrick asked  
3 why he was being forced off of the graveyard shift. Chief Chadwick denied that Lieutenant  
4 Hedrick would not be allowed to bid the graveyard shift. Instead, she attributed the situation to be  
5 the result of a miscommunication between the Deputy Chief and Captain. Chief Chadwick  
6 continued on to ask Lieutenant Hedrick about his career development plans. In response, Hedrick  
7 explained nature of his hardships and his need to remain in patrol and on graveyard. Rather than  
8 address the hardships, Chief Chadwick immediately began to question Lieutenant Hedrick's  
9 involvement in the union (HPSA).

10           22.     Chief Chadwick made reference to a variety of on-going labor management issues.  
11 Specifically, Chief Chadwick pointed out the email Lieutenant Hedrick sent to Deputy Chief  
12 Boucher three days earlier; the HPSA's involvement in the ongoing negotiations involving  
13 changes to overtime; Lieutenant Hedrick's (formal and professional) reference to Henderson  
14 Police administration as "management" in union correspondence; HPSA's grievance regarding  
15 changes to FMLA; and the HPSA's opposition to other changes to policy that the Chief was trying  
16 to implement.

17           23.     The message being conveyed by the Chief was that the threatened change of  
18 Lieutenant Hedrick's shift had nothing to do with his career development or his job performance  
19 but rather, it was entirely a punitive response related to him being the HPSA President and  
20 engaging in protected union activities.

21           24.     On July 2, 2024, at around 2:00 PM, Lieutenant Hedrick was involved in a meeting  
22 with City management regarding the HPSA's grievance pertaining to FMLA. During the meeting,  
23 Deputy Chief Boucher attacked the HPSA's claim of the City abandoning a past practice. Deputy  
24 Chief Boucher explained that the City was acting in good faith by including the union in the  
25 discussion on the FMLA process change. Lieutenant Hedrick countered that the only reason the  
26 City was speaking with the unions (HPSA, HPOA, and Teamsters) was because HPSA had filed  
27 a grievance, which forced management to discuss the changes and that these topics were already  
28

1 subject to collective bargaining. Suffice it to say, there was a spirited discussion about the proposed  
2 policy changes and the validity of the grievance between the Deputy Chief and Lieutenant Hedrick.

3 25. On July 3, 2024, at approximately 7:00 AM, Lieutenant Hedrick was called to the  
4 office of Captain Bogdanowicz. The Captain informed Lieutenant Hedrick that his attire at a recent  
5 (June 11, 2024) city/union meeting was inappropriate. In particular, Lieutenant Hedrick was the  
6 union subject matter expert (SME) for the lieutenant testing process. During that meeting,  
7 Lieutenant Hedrick arrived wearing shorts and a t-shirt, as he was off-duty and had just come from  
8 the gym. Lieutenant Hedrick explained further that it was his understanding that the nature of the  
9 meeting did not reasonably necessitate formal attire although he acknowledged that he would not  
10 dress in that manner in future meetings. Captain Bogdanowicz explained that even though he  
11 [Hedrick] was present as the union representative, he still had to dress with more formal attire  
12 because he represents the department while conducting business as HPSA President and that the  
13 city compensates him to be there (with paid time coded as "union leave"). Lieutenant Hedrick  
14 explained it was an oversight and his intentions were not to dress in a way that could potentially  
15 be perceived as unprofessional. Lieutenant Hedrick noted that he has dressed appropriately  
16 (collared polo shirt and dress pants) in every other meeting he has attended. Lieutenant Hedrick  
17 also questioned why the issue was suddenly being brought up at this time considering that the SME  
18 meeting had occurred nearly a month earlier. Captain Bogdanowicz explained that Chief  
19 Chadwick has a "soft spot" for him [Hedrick], but she is starting to become upset with him.

20 26. On August 5, 2024, Lieutenant Hedrick received an email from Captain  
21 Bogdanowicz explaining that August shift bid was cancelled and there would be no shift bid until  
22 mid-October.

23 27. On or about September 18, 2024, Lieutenant Hedrick was informed by Captain  
24 Morrow that he needed to see him in his office. Captain Morrow informed Lieutenant Hedrick that  
25 he had been told by Deputy Chief Henn that he [Hedrick] was utilizing union leave on Sundays  
26 and Mondays, and that this was creating overtime. Lieutenant Hedrick explained to Captain  
27 Morrow that the CBA allows the HPSA President to exclusively control the utilization of union  
28 leave and that by using union leave days on Sunday and Monday, Lieutenant Hedrick did not split

1 his weekend and still spent equal time between the two squads that he commands. Captain Morrow  
2 advised Lieutenant Hedrick that he understood the reason behind his union leave usage and  
3 Captain Morrow did not advise Lieutenant Hedrick to do anything further.

4 28. On September 23, 2024, Captain Bogdanowicz sent a department-wide email  
5 stating that the October shift bid was again cancelled and there would be a complete re-bid of the  
6 Patrol Division shifts in December.

7 29. On or about October 2, 2024, Lieutenant Hedrick was again informed by Captain  
8 Morrow that he needed to speak with him. Lieutenant Hedrick met with Captain Morrow and  
9 Captain Morrow advised Lieutenant Hedrick that pursuant to orders from Deputy Chief Henn, he  
10 [Hedrick] could no longer use union leave when it created overtime. Lieutenant Hedrick advised  
11 Captain Morrow that this was contrary to the CBA but he was scheduled to attend a quarterly labor  
12 management meeting between Police Administration and the HPSA on October 3, 2024 and  
13 Lieutenant Hedrick would ask for clarification about union leave during that meeting.

14 30. On October 3, 2024, during the labor management meeting, Lieutenant Hedrick  
15 brought up the issue of union leave creating overtime. He was informed by Chief Chadwick that  
16 she has a responsibility to "be fiscally responsible" and that Lieutenant Hedrick had used six union  
17 days on Sundays which resulted in overtime. Lieutenant Hedrick explained there were valid  
18 reasons for the use of union leave on each occasion. Specifically, taking union leave on Tuesday  
19 and Wednesday unreasonably split his work week apart. Chief Chadwick did not want to address  
20 the reasons for union leave and instead advised Lieutenant Hedrick that if the City was willing to  
21 pay overtime every time he utilized union leave that "she did not care". Lieutenant Hedrick then  
22 began to speak with the Henderson Human Resources Department (London Porter) asking for  
23 clarification and guidance. Lieutenant Hedrick explained that he currently had five pending  
24 overtime shifts that were a result of union leave, and he needed clarification from the City about  
25 union leave usage and how it would be handled. London Porter informed Lieutenant Hedrick that  
26 by the end of business on October 8, 2024, he would provide an email explaining the City's  
27 position. Lieutenant Hedrick did not receive any correspondence from London Porter, and upon  
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1 his return to work on the evening of October 8, 2024, the pending overtime shifts had already been  
2 assigned by someone else.

3 31. Significantly, overtime is not addressed in the CBA as a reason that union leave  
4 can be denied by the City or administration. Furthermore, the department's concern for overtime  
5 expenditures appears to only be relevant to the members of the HPSA and specifically to  
6 Lieutenant Hedrick utilizing union leave to conduct protected union business.

7 32. On October 9, 2024, Lieutenant Hedrick was again contacted by Captain Morrow.  
8 Captain Morrow explained that Lieutenant Hedrick was no longer allowed to use union leave on  
9 Saturday night or Sunday night (Sunday and Monday) because it created overtime. Captain  
10 Morrow explained he was being directed by Deputy Chief Henn to implement this restriction.  
11 Lieutenant Hedrick asked Captain Morrow for an email explaining the City's position on union  
12 leave creating overtime. Captain Morrow attempted to come to a solution by requesting Lieutenant  
13 Hedrick move to another shift that would not create overtime when union leave was utilized.  
14 Lieutenant Hedrick agreed to Captain Morrow's resolution in an attempt to be reasonable even  
15 though the movement was not something Lieutenant Hedrick wanted. Lieutenant Hedrick agreed  
16 to the move because it would resolve the issue and not create larger issues regarding union leave  
17 and overtime.

18 33. Later, on October 9, 2024, Captain Morrow contacted Lieutenant Hedrick by phone  
19 and informed him that Chief Chadwick would not move him to a shift that would not create  
20 overtime as had been discussed earlier that day. Instead, Captain Morrow indicated that Lieutenant  
21 Hedrick was not allowed to use union leave on Sunday or Monday, and that Chief Chadwick would  
22 send Lieutenant Hedrick an email explaining her position on union leave and overtime issues.

23 34. On October 9, 2024, Chief Chadwick sent Lieutenant Hedrick an email which  
24 stated in part:

25  
26 *The HPSA contract outlines the Department Head will approve Union Leave. Specifically,*  
27 *the HPSA contract, Article 30, Section (a), pg 50, "All leave will be approved by the Dept.*  
28 *Head or designee."*

1  
2       *The City of Henderson stance on Union leave is that the Chief can deny union leave if*  
3       *deemed it is detrimental to business operations. Per our conversation we need to ensure*  
4       *you have a consistent leadership presence with both your patrol shifts, that the city is not*  
5       *continually paying overtime to cover your absence, and that you are not working too many*  
6       *hours in one day by combining union activities and your graveyard shift.*  
7

8       35.     The Chief neglected to reference the entirety of Article 30. Significantly, she left  
9     out the following portion of Article 30, Section 4 of the CBA: "(a) The HPSA President, or his  
10    designee, will determine the use of association leave." (emphasis added)

11       36.     Further, it has always been the HPSA's position (as well as the HPOA's position  
12    although the HPOA is not a party to this current EMRB complaint) that subsection (a) gives the  
13    union President the right to utilize union leave for union activities without restriction except as set  
14    forth in subsection (b). It is further been the Union's position and understanding that the CBA  
15    states that the department head will approve all union leave meaning that the department head must  
16    approve the leave as designated by the union president. The CBA does not give the department  
17    head discretion to not approve union leave as this would interfere with the union's ability to  
18    reasonably conduct union business as it would be subject to department oversight and approval.

19       37.     Additionally, Lieutenant Hedrick has been involved with the HPSA since 2020.  
20    During his nearly 5 years of involvement, on only one occasion has the utilization/approval for  
21    union leave been the subject of dispute between the Police Chief and the union(s). At no other  
22    time has the HPSA had to seek authorization to utilize leave prior to using it nor has any chief  
23    ever denied the HPSA President or another member of the executive board's utilization of union  
24    leave. Further, it has been a common practice, without issue, for HPSA executive board members  
25    to create overtime as a result of utilizing union leave.

26       38.     There are no exemptions to the union leave portion of the CBA that allows the City  
27    to deny union leave based on the creation of overtime or operational needs of the department.  
28

1           39. Lieutenant Hedrick replied to Chief Chadwick asking for guidance on how she  
2 would approve or deny union leave. Chief Chadwick replied to his email advising Lieutenant  
3 Hedrick to instead schedule a meeting with her.

4           40. HPSA filed a grievance with the City regarding Chief Chadwick's denial of union  
5 leave. The grievance process is outlined in the CBA. Article 29 defines a grievance as a dispute  
6 between the City and the HPSA regarding an interpretation, application, or alleged violation of  
7 any portion of the CBA. Article 29 further outlines the process of a grievance in steps and the  
8 various timelines associated with each step.

9           41. The grievance was presented to and upheld by the HPSA grievance committee.  
10 Lieutenant Hedrick, as HPSA President, presented the grievance to the City on October 20, 2024.  
11 Per Article 29 of the CBA, the third step of the grievance process is meeting with the Chief of  
12 Police or their designee. Lieutenant Hedrick offered to bypass this step, as the Chief was the one  
13 who violated the CBA. On October 30, 2024, the City advised they wanted to move forward with  
14 step 3 of the grievance process.

15           42. There was no further communication from the City until November 18, 2024, when  
16 the City asked for an extension for step 3 of the grievance. The City requested an additional 41  
17 days to meet with the HPSA and render a decision.

18           43. Pursuant to Article 29, section 1, the City has 30 calendar days to schedule a  
19 meeting with the HPSA and render a decision.

20  
21           44. Pursuant to Article 29, section 2, extensions must be agreed upon by both parties  
22 and:

23           *Both parties to this Agreement commit to the timely resolution of all grievances, to the time*  
24           *frames defined herein and to proactive, timely requests for deviation from those timelines.*  
25

26           45. Lieutenant Hedrick declined to agree to the extension due to the established  
27 procedures above. Lieutenant Hedrick advised the City that the extension request was not timely  
28 and was prejudicial to the HPSA. Lieutenant Hedrick indicated that the HPSA considered this a

1 very significant issue and again requested that the City waive step 3 as the City had made no prior  
2 effort to communicate with the HPSA about the grievance prior to asking for an extension the day  
3 before the decision was due.

4 46. In a telling response to the HPSA and specifically, Lieutenant Hedrick, MJ Scott of  
5 the City of Henderson Human Resources Office sent an email response and stated in part, "[the  
6 City] do not believe prejudice exists towards union leave as the Chief is not arbitrarily denying  
7 other requests for union leave." Thus, the City, through its HR liaison admitted that the Police  
8 Chief was singling out Lieutenant Hedrick, as union President, for disparate treatment relative to  
9 union leave. In short, according to this email, only Lieutenant Hedrick's leave was being denied  
10 arbitrarily.

11 47. Nevertheless, MJ Scott advised that the City was now able to meet with the HPSA  
12 on November 19, 2024.

13 48. On November 19, 2024 the Step 3 grievance meeting was held. Deputy Chief  
14 Boucher, London Porter, MJ Scott and Carlos McDade appeared on behalf of the City. Andrew  
15 Regenbaum (NAPSO Executive Director) and Chris Aguiar (HPSA Vice President) appeared for  
16 the HPSA. At the meeting the parties discussed the grievance issue and could not come to a  
17 resolution of the matter. The City took the position that the CBA allows for the Chief to deny  
18 union leave for operational efficiency. The Union's position was that the Union President had  
19 almost exclusive use of the leave but for the specific exigencies listed in the contract. It was agreed  
20 that the matter would have to be resolved at the next contract negotiation in addition to arbitration  
21 for the present issue. However, the parties did agree that further discussion could resolve the  
22 instant matter if the City wished to discuss Lieutenant Hedrick's situation.

23 49. On November 19, 2024, at approximately 4:58 PM., Deputy Chief Boucher  
24 formally responded to the union's grievance. Deputy Chief Boucher disagreed with the HPSA's  
25 interpretation of the contract language, stating that "union leave designated use is with the HPSA  
26 president, and the approval remains with the Department Head/Chief of Police." Deputy Chief  
27 Boucher cited a prior union leave issue as well as operational efficiency as the basis for the Chief  
28 having the authority to deny union leave.

1           50. Deputy Chief Boucher ultimately denied the HPSA's grievance relative to union  
2 leave.

3           51. As of the filing of this complaint, neither the City nor Chief Chadwick has provided  
4 any information regarding how the HPSA is supposed to implement union leave, how it will be  
5 approved, and when it is acceptable or unacceptable to use. Deputy Chief Boucher spoke of  
6 operational effectiveness and the needs of the department. This is the first time the City has utilized  
7 such language and contradicts Chief Chadwick's initial assertion of fiscal responsibility. It is  
8 apparent the City only has issue with President Hedrick, in particular, utilizing union leave.

9           52. It is noteworthy that the Henderson Police Officers Association CBA has the same  
10 language for union leave as that of the HPSA CBA. Despite this, the Chief has not impeded or  
11 denied any leave granted by the HPOA President.

12           53. Based upon the foregoing, the City committed unfair labor practices in ways that  
13 included, but may not be limited to, the following:

14           a. interfering, restraining, or coercing HPSA members in the exercise of their rights  
15 guaranteed under NRS Chapter 288, including interfering in HPSA's administration, and  
16 discriminating in regard to the terms and conditions of the members' employment to discourage  
17 membership in the HPSA and to "union bust" the associations in violation of NRS 288.270;

18           b. discriminating against the members of the HPSA because they joined or chose to  
19 become leaders of the HPSA in violation of NRS 288.140 and NRS 288.270;

20           c. engaging in retaliatory treatment of Lieutenant Hedrick for exercising his duties as  
21 union president

22           d. engaging in a concerted pattern of conduct designed to ignore contractual rights,  
23 rights imposed by state law, judicial orders, etc., for the express purpose of causing HPSA  
24 members to desire to give up on the ability of their union leadership to enforce their rights within  
25 the law -- i.e., *union busting*; and

26           e. discriminating against HPSA members because of political or personal reasons or  
27 affiliations in violation of NRS 288.270.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Complainants HPSA and its members, while reserving their right to amend  
3 this 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 Complainants that the City and the Police Chief engaged  
6 in an unfair labor practice by arbitrarily punishing and retaliating against the HPSA President for  
7 conducting union business including but not limited to grievances, arbitrations and meetings;

8 2. For an order that Respondent cease and desist from retaliatory behavior targeting  
9 the HPSA President and issuance of an apology letter;

10 3. For a finding that Respondent discriminated against HPSA's President and  
11 Executive Board because they joined and maintained governing positions with, or chose to be  
12 represented by the HPSA, in violation of NRS 288.140 and NRS 288.270;

13 4. For a finding that Respondent interfered in the administration of the HPSA  
14 employee organization in violation of NRS 288.270;

15 5. For a finding that Respondent discriminated against HPSA members because of  
16 their desire to be part of the governance of the HPSA, in violation of NRS 288.270;

17 6. For an order that Respondent cease and desist from all prohibited and unfair labor  
18 practices found herein, including but not limited to arbitrarily denying union leave for only  
19 President Hedrick or HPSA members and for any other conduct involving "union busting."

20 7. For such other and further relief as the Board deems appropriate under the  
21 circumstances.

22 DATED this 9th day of December, 2024.

23 NEVADA ASSOCIATION OF  
24 PUBLIC SAFETY OFFICERS

LAW OFFICES OF CHRISTOPHER CANNON

25 By: /s/ Andrew Regenbaum  
26 ANDREW REGENBAUM, J.D.  
27 Executive Director  
145 Panama Street  
Henderson, Nevada 89015

By: /s/ Christopher Cannon  
CHRISTOPHER CANNON, ESQ.  
Nevada Bar No. 9777  
2113 FOREST MIST AVENUE  
NORTH LAS VEGAS, NV 89084

28 Representatives for Complainants

**Certificate of Service**

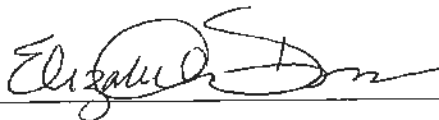
I certify that I am an employee of Nevada Association of Public Safety Officers and that a true copy of the foregoing **Complaint** in the matter of **HPSA v. City of Henderson** was mailed to the parties by certified mail return receipt:

Marisu Romualdez Abellar, EMRB Executive Assistant  
Department of Business and Industry  
3300 W Sahara Avenue, Ste 490  
Las Vegas NV 89102

Nicholas Vaskov, City Attorney  
City of Henderson  
240 Water Street, 4<sup>th</sup> Floor  
Henderson NV 89015

Bruce Snyder, EMRB Commissioner  
Department of Business and Industry  
3300 W Sahara Avenue, Ste 490  
Las Vegas NV 89102

Dated this 9<sup>th</sup> day of December, 2024

A handwritten signature in black ink, appearing to read 'Elizabeth Draser', written over a horizontal line.

Elizabeth Draser, NAPSO Representative

**City of Henderson (Respondent)**

**Answer**

Nicholas G. Vaskov  
City Attorney  
Nevada Bar No. 8298  
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FILED  
January 16, 2025  
State of Nevada  
E.M.R.B.  
1:28 p.m.

STATE OF NEVADA  
GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

Henderson Police Supervisors Association,  
Inc., a Nevada Non-Profit Corporation and  
Local Government Employee Organization,  
and its Named and Unnamed Affected  
Members,

EMRB Case No.: 2024-041

Complainants,

ANSWER

vs.

City of Henderson and Police Chief Hollie  
Chadwick,

Respondent.

Respondent City of Henderson (the "City") and Respondent Chief Hollie Chadwick (Chief Chadwick) (collectively "Respondents"), by and through their undersigned counsel of record, hereby submit their answer to Complainants Henderson Police Supervisors Association ("HPSA") and its named and unnamed affected members' Complaint ("Complaint") by admitting, denying and alleging as follows, and further declares their Affirmative Defenses below:

**JURISDICTIONAL ALLEGATIONS**

1. In answering Paragraph 1 of the Complaint, Respondents admit that the HPSA is an employee organization as defined by NRS 288.040, and the HPSA is comprised

1 of active sergeants and lieutenants employed by the City. Respondents admit that  
2 Complainants correctly identified Complainants' address.

3 2. In answering Paragraph 2 of the Complaint, Respondents state that they are  
4 without sufficient knowledge or information to form a belief as to the truth of the allegations  
5 contained in Paragraph 2 of the Complaint and on this basis denies those allegations.

6 3. In answering Paragraph 3 of the Complaint, Respondents admit the allegations  
7 in Paragraph 3 of the Complaint.

8 4. The allegations in Paragraph 4 of the Complaint are not asserted against the  
9 City and state legal conclusions, not factual allegations, such that no response is required.  
10 Further, Respondents state the statute referenced speaks for itself. To the extent a response is  
11 required, Respondents deny the allegations.

12 5. The allegations in Paragraph 5 of the Complaint are not asserted against the  
13 City and state legal conclusions, not factual allegations, such that no response is required.  
14 Further, Respondents state the statute referenced speaks for itself. To the extent a response is  
15 required, Respondents deny the allegations.

16 6. The allegations in Paragraph 6 of the Complaint are not asserted against the  
17 City and state legal conclusions, not factual allegations, such that no response is required.  
18 Further, Respondents state the statute referenced speaks for itself. To the extent a response is  
19 required, Respondents deny the allegations.

20 7. The allegations in Paragraph 7 of the Complaint are not asserted against the  
21 City and state legal conclusions, not factual allegations, such that no response is required.  
22 Further, Respondents state the statute referenced speaks for itself. To the extent a response is  
23 required, Respondents deny the allegations.

24 8. In answering Paragraph 8 of the Complaint, Respondents admit that this Board  
25 has jurisdiction to hear certain matters under NRS 288.110(2) but deny any wrongdoing.  
26 Further, Respondents state the statute referenced speaks for itself and calls for legal  
27 conclusions to which no response is necessary. To the extent a response is required,  
28 Respondents deny the same.



1 specialized assignment, but said he would find out from Deputy Chief Henn since the decision  
2 was not his. Respondents deny all remaining allegations contained therein.

3 17. In answering Paragraph 17 of the Complaint, Respondents are unable to verify  
4 the date and time of the meeting but admit that a meeting occurred between Lt. Hedrick and  
5 Captain Bogdanowicz, and Lt. Hedrick explained he had medical reasons for wanting to  
6 continue bidding on a graves shift. Respondents admit that Lt. Hedrick asked if he was  
7 guaranteed the specialized assignment of his choice, and Captain Bogdanowicz stated he was  
8 unsure. Respondents deny all remaining allegations contained therein.

9 18. In answering Paragraph 18 of the Complaint, Respondents are without  
10 sufficient information upon which to form a belief as to the truth of the allegations contained  
11 therein and, therefore, deny all allegations contained therein.

12 19. In answering Paragraph 19 of the Complaint, Respondents admit that on or  
13 about June 20, 2024, Captain Bogdanowicz met with Lt. Hedrick to let him know that the  
14 administration could not guarantee him a specialized assignment and encouraged him to bid  
15 swing shift or day shift if he did not want a specialized assignment. Respondents admit that  
16 Lt. Hedrick requested to meet with Chief Chadwick. Respondents are without sufficient  
17 information upon which to form a belief as to the truth of the remaining allegations contained  
18 therein and, therefore, deny all remaining allegations contained therein.

19 20. In answering Paragraph 20 of the Complaint, Respondents admit that Lt.  
20 Hedrick sent Deputy Chief Boucher an email about specialized assignments. Respondents  
21 admit that the Chief granted Lt. Hedrick's request to meet with her and scheduled a meeting  
22 as soon as practical. Respondents deny any connection between the email and the meeting,  
23 and further deny all remaining allegations contained therein.

24 21. In answering Paragraph 21 of the Complaint, Respondents admit that a meeting  
25 took place between Lt. Hedrick, Chief Chadwick, DC Henn and Captain Bogdanowicz.  
26 Respondents admit that Chief Chadwick made it clear that Lt. Hedrick was not prohibited  
27 from bidding for the graveyard shift, but she encouraged him to gain additional experience by  
28

1 bidding for either day or swing shift. Respondents deny all remaining allegations contained  
2 therein.

3 22. In answering Paragraph 22 of the Complaint, Respondents deny the allegations  
4 contained therein.

5 23. In answering Paragraph 23 of the Complaint, Respondents deny the allegations  
6 contained therein.

7 24. In answering Paragraph 24 of the Complaint, Respondents admit that there was  
8 a meeting in or around July 2, 2024, that included Lt. Hedrick and Deputy Chief Boucher  
9 related to the HPSA's grievance pertaining to the interpretation of the FMLA. Respondents  
10 deny all remaining allegations contained therein.

11 25. In answering Paragraph 25 of the Complaint, Respondents admit that Captain  
12 Bogdanowicz had a conversation with Lieutenant Hedrick related to attire at a meeting.  
13 Respondents are without sufficient information upon which to form a belief as to the truth of  
14 the remaining allegations contained therein and, therefore, deny all remaining allegations  
15 contained therein.

16 26. In answering Paragraph 26 of the Complaint, Respondents admit the  
17 allegations contained therein.

18 27. In answering Paragraph 27 of the Complaint, Respondents admit that on or  
19 about September 18, 2024, Captain Morrow met with Lieutenant Hedrick to discuss  
20 Lieutenant Hedrick's request to consistently take every Sunday (Saturday evening) and  
21 Monday (Sunday evening) off for Union Leave, which created overtime. Respondents are  
22 without sufficient information upon which to form a belief as to the truth of the remaining  
23 allegations contained therein and, therefore, deny all remaining allegations contained therein.

24 28. In answering Paragraph 28 of the Complaint, Respondents admit the  
25 allegations contained therein.

26 29. In answering Paragraph 29 of the Complaint, Respondents admit that on or  
27 about October 2, 2024, Captain Morrow and Lieutenant Hedrick met. Respondents deny that  
28 Captain Morrow said he was ordered to tell Lieutenant Hedrick that he was prohibited from

1 using union leave whenever it created overtime. Respondents are without sufficient  
2 information upon which to form a belief as to the truth of the remaining allegations contained  
3 therein and, therefore, deny all remaining allegations contained therein.

4 30. In answering Paragraph 30 of the Complaint, Respondents admit that there was  
5 a labor management meeting on or about October 3, 2024, where union leave was discussed.  
6 Respondents deny the Complainant's description of the meeting as alleged.

7 31. In answering Paragraph 31 of the Complaint, Respondents deny the allegations  
8 contained therein.

9 32. In answering Paragraph 32 of the Complaint, Respondents admit that Captain  
10 Morrow contacted Lieutenant Hedrick on or about October 9, 2024, to inform him that his  
11 request for continuous union leave on Saturday evening and Sunday evening was denied, in  
12 part, because it would create overtime for both nights. Respondents deny that Captain Morrow  
13 stated he was directed to implement this restriction. Respondents admit that Captain Morrow  
14 suggested the possibility of Lieutenant Hedrick switching to a different shift where overtime  
15 would not be created. Respondents are without sufficient information upon which to form a  
16 belief as to the truth of the remaining allegations contained therein and, therefore, deny all  
17 remaining allegations contained therein.

18 33. In answering Paragraph 33 of the Complaint, Respondents admit that Captain  
19 Morrow contacted Lieutenant Hedrick to let him know that Chief Chadwick did not approve  
20 of the shift swap. Respondents admit that Captain Morrow informed Lieutenant Hedrick that  
21 his request for continuous union leave on Saturday evening and Sunday evening was denied,  
22 and that Chief Chadwick would send an email explaining her position. Respondents deny all  
23 remaining allegations contained therein.

24 34. In answering Paragraph 34 of the Complaint, Respondents admit that Chief  
25 Chadwick sent Lieutenant Hedrick an email on October 9, 2024. Respondents also state that  
26 Chief Chadwick's October 9, 2024, email speaks for itself and no response is necessary. If a  
27 response is required, Respondents deny the allegations to the extent they are inconsistent with  
28 Chief Chadwick's email.

1           35.     In answering Paragraph 35 of the Complaint, Respondents deny the allegations  
2 contained therein.

3           36.     In answering Paragraph 36 of the Complaint, Respondents deny the allegations  
4 contained therein.

5           37.     In answering Paragraph 37 of the Complaint, Respondents admit that the  
6 HPSA previously filed a grievance on union leave being denied in 2022, but later voluntarily  
7 withdrew it. Respondents are without sufficient information upon which to form a belief as to  
8 the truth of the remaining allegations contained therein and, therefore, deny all remaining  
9 allegations contained therein.

10          38.     In answering Paragraph 38 of the Complaint, Respondents state that the CBA  
11 speaks for itself and that the allegations in Paragraph 38 call for a legal conclusion to which  
12 no response is necessary. If a response is required, Respondents deny the same to the extent  
13 their allegations differ from the terms of the CBA.

14          39.     In answering Paragraph 39 of the Complaint, Respondents admit that Chief  
15 Chadwick and Lieutenant Hedrick had an email exchange. Respondents also state that the  
16 email exchange speaks for itself and no response is necessary. If a response is required,  
17 Respondents deny the allegations to the extent they differ from the terms of the email  
18 exchange.

19          40.     In answering Paragraph 40 of the Complaint, Respondents admit that the  
20 HPSA filed a grievance on behalf of Lt. Hedrick because Chief Chadwick denied his request  
21 for union leave on a continuous basis on Saturday and Sunday evenings. Respondents further  
22 state that the CBA speaks for itself and calls for legal conclusions to which no response is  
23 necessary. If a response is required, Respondents deny the allegations to the extent they are  
24 inconsistent with the terms of the CBA.

25          41.     In answering Paragraph 41 of the Complaint, Respondents admit that the City  
26 declined to bypass Step 3 of the grievance process. With regards to the allegation concerning  
27 the HPSA's grievance committee and whether it approved the grievance, Respondents are  
28

1 without sufficient information upon which to form a belief as to the truth of such allegation  
2 and, therefore, deny it.

3 42. In answering Paragraph 42 of the Complaint, Respondents admit that the City  
4 requested an extension. Respondents state that the email communications between the City  
5 and the HPSA speak for themselves, and no response is necessary. If a response is required,  
6 Respondents deny the allegations to the extent they are inconsistent with the terms of the email  
7 communications.

8 43. In answering Paragraph 43 of the Complaint, Respondents state that the CBA  
9 speaks for itself and no response is necessary. If a response is required, Respondents deny the  
10 allegations to the extent they are inconsistent with the terms of the CBA.

11 44. In answering Paragraph 44 of the Complaint, Respondents state that the CBA  
12 speaks for itself and no response is necessary. If a response is required, Respondents deny the  
13 allegations to the extent they are inconsistent with the terms of the CBA.

14 45. In answering Paragraph 45 of the Complaint, Respondents admit that  
15 Lieutenant Hedrick denied the City's request for an extension. Respondents state that the  
16 email communications between the City and the HPSA speak for themselves, and no response  
17 is necessary. If a response is required, Respondents deny the allegations to the extent they are  
18 inconsistent with the terms of the email communications.

19 46. In answering Paragraph 46 of the Complaint, Respondents deny the allegations  
20 contained therein.

21 47. In answering Paragraph 47 of the Complaint, Respondents admit that the City  
22 timely scheduled a Step 3 meeting with the HPSA.

23 48. In answering Paragraph 48 of the Complaint, Respondents admit that the  
24 HPSA and the City met for the Step 3 meeting on November 19, 2024, discussed the grievance  
25 and both sides presented their interpretations of the CBA article governing union leave.  
26 Respondents admit that they believe the plain language of the CBA provides the Chief with  
27 the ultimate authority to approve or deny union leave (e.g., based on operational reasons) and  
28

1 that the HPSA expressed a different interpretation of the CBA. Respondents deny the  
2 remaining allegations as described therein.

3 49. In answering Paragraph 49 of the Complaint, Respondents admit that Deputy  
4 Chief Boucher sent a written response to the grievance. Respondents state that the written  
5 response speaks for itself, and no response is necessary. If a response is required, Respondents  
6 deny the allegations to the extent they are inconsistent with the language of the response.

7 50. In answering Paragraph 50 of the Complaint, Respondents admit the  
8 allegations contained therein.

9 51. In answering Paragraph 51 of the Complaint, Respondents deny the allegations  
10 contained therein.

11 52. In answering Paragraph 52 of the Complaint, Respondents admit that Chief  
12 Chadwick has not denied the HPOA President union leave because the HPOA President serves  
13 in a full-time union capacity and does not ever request or use union leave when conducting  
14 union business. Respondents further state that the HPOA CBA and HPSA CBA speak for  
15 themselves, and no response is necessary. If a response is required, Respondents deny the  
16 allegations to the extent they are inconsistent with the term of the CBAs.

17 53. In answering Paragraph 53 of the Complaint, Respondents deny the allegations  
18 contained therein, including all subparagraphs.

### 19 **AFFIRMATIVE DEFENSES**

20 Respondents assert the following non-exclusive list of defenses to this action. These  
21 defenses have been labeled as "Affirmative" defenses regardless of whether, as a matter of  
22 law, such defenses are truly affirmative defenses. Such designation should in no way be  
23 construed to constitute a concession on the part of Respondents that they bear the burden of  
24 proof to establish such defenses.

### 25 **FIRST AFFIRMATIVE DEFENSE**

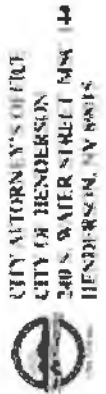
26  
27 Complainants' claims against Respondents are barred by NAC 288.375(2) as the  
28 parties have not exhausted their contractual remedies and have failed to make a showing of

1 special circumstances or extreme prejudice.

2 **SECOND AFFIRMATIVE DEFENSE**

3 The EMRB is without jurisdiction to enforce all of the Complainants' requested  
4 prayer for relief.  
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8 **INTENTIONALLY LEFT BLANK**  
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CITY ATTORNEY'S OFFICE  
CITY OF HENDERSON  
240 S. WATER STREET MSC 144  
HENDERSON, NV 89015



**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 Respondents 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: January 16, 2025

CITY OF HENDERSON

/s/ Kristina Gilmore  
Kristina Gilmore  
240 Water Street, MSC 144  
Henderson, Nevada 89015  
Attorneys for City of Henderson

**CERTIFICATE OF SERVICE**

I hereby certify that on the 16th day of January 2025, the above and foregoing, **RESPONDENT CITY OF HENDERSON'S ANSWER TO COMPLAINT**, 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:

Andrew Regenbaum  
Nevada Association of Public Safety Officers  
145 Panama Street  
Henderson, Nevada 89015  
[andrew@napso.net](mailto:andrew@napso.net)  
[aregenbaum@aol.com](mailto:aregenbaum@aol.com)

/s/ Laura Kopanski  
Employec of the Henderson City Attorney's Office

**HPSA (Complainant)**

**Prehearing Statement**

FILED  
December 1, 2025  
State of Nevada  
E.M.R.B.  
5:56 p.m.

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16 Representatives for Complainants

17 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

18 **STATE OF NEVADA**

19 \*\*\*

20 Henderson Police Supervisors Association,  
21 INC., a Nevada Non-Profit Corporation and  
22 Local Government Employee Organization, and  
23 Its Named and Unnamed Affected Members,

24 Complainants,

25 vs.

26 City of Henderson,

27 Respondent.

CASE NO.: 2024-041

**COMPLAINANTS' PRE-HEARING  
STATEMENT**

28 Complainants, HENDERSON POLICE SUPERVISORS ASSOCIATION, INC.  
29 ("HPSA"), by and through their representatives of record, submit the following Pre-Hearing  
30 Statement pursuant to NAC 288.250:

31 ///

32 ///

33 ///

1     **I.     STATEMENT OF THE ISSUES**

2             1.     Whether the City of Henderson engaged in an unfair labor practice by arbitrarily  
3     allowing the Chief of Police to use her authority over the disciplinary and “work schedule”  
4     processes to punish a union member for exercising his right and duties to serve as President of the  
5     Association? It is the contention of the HPSA that the Chief manipulated the various discipline  
6     and scheduling processes as a means of punishment against a union member who was exercising  
7     his statutory rights to conduct union activities.

8  
9     **II.    MEMORANDUM OF POINTS AND AUTHORITIES**

10            The HPSA’s EMRB complaint is based upon a six (6) month long pattern of improper  
11    conduct by the Police Chief which was specifically directed against the HPSA and its President.  
12    The HPSA has set forth allegations in its Complaint that describe violations of NRS 288.270  
13    insofar as the City has engaged in prohibited labor practices set forth therein. The HPSA clearly  
14    laid out the timeline of the retaliatory and discriminatory conduct to support the allegation of  
15    wrongdoing in its Complaint and therefore fulfilled the statutory requirements of the NRS and  
16    NAC.

17            As previously established, the HPSA’s complaint is not limited to the dispute over the  
18    interpretation of Collective Bargaining Agreement’s (“CBA”), Article 30 - Union Leave. The  
19    HPSA’s complaint very specifically sets forth the facts and timeline which demonstrate an ongoing  
20    pattern of discrimination and retaliation against the Union President, by a vindictive Police Chief,  
21    who improperly sought to curtail the rights and activities of the Union President as payback for his  
22    unwillingness to acquiesce to the Chief’s intention(s) to discipline HPSA members and unilaterally  
23    change the CBA and/or policy (Complaint, para. 14). The allegations made against the Chief  
24    relative to her inappropriate conduct arose and continued from June 2024 through September, 2024  
25    (and beyond). The City ultimately terminated the Chief of Police for the manner in which she  
26    conducted herself and the Police Department.

27            It was set forth specifically in the HPSA’s Complaint, pages 4 – 7, that the Chief of Police  
28    arbitrarily used her authority over the “work schedule” process to punish a union member for

1 exercising his rights and duties to serve as President of the Association (HPSA). It is the contention  
2 of the HPSA that the Chief threatened to and, at times, did manipulate the President's schedule in  
3 a variety of ways as a punishment for that member exercising his/her statutory rights to conduct  
4 union activities. It is further alleged that the Chief of Police harassed, punished and retaliated  
5 against the union member/HPSA President in order to try to intimidate the HPSA President from  
6 conducting his duties in the manner he deemed lawful and appropriate but were contrary to the  
7 Chief's wishes. It is further alleged that the Chief of Police exercised her authority to approve  
8 union leave in a fashion that was intended to punish and retaliate against the Union and its  
9 President<sup>1</sup>.

10 As set forth in the previous motion papers before the Board, as well as the Board's Decision  
11 and Order, the HPSA must satisfy three elements in order to establish its claim that the City  
12 intentionally interfered with its protected right(s); 1) that the employer's action can be reasonably  
13 viewed as tending to interfere with, coerce or deter; 2) that there was an exercise of a protected  
14 activity under NRS Chapter 288; and 3) that the employer is unable to justify the action with a  
15 substantial and legitimate business reason. *Juvenile Justice Supervisors, Ass'n v. County of Clark*,  
16 Case No. 2017-020 (consolidated), Item No. 834 (2018).

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

### 20 21 **III. STATEMENT OF RELATED PROCEEDINGS**

22 An arbitration between the City of Henderson and the HPSA over the interpretation of  
23 Article 30 of the CBA is a related proceeding. However, it is the position of the HPSA that the  
24 arbitration decision only addresses the issue of which party has the ultimate authority to approve  
25 union leave. How said approval is/was administered, was NOT a subject of arbitration or its  
26 decision. A copy of said arbitration decision is already before the Board and is incorporated herein.

27  
28 <sup>1</sup> The issue of whether the Chief of Police had authority to approve or deny union leave was decided in arbitration pursuant to the processes set forth in the CBA between the parties. However, the limited subject of whether that approval was handled in an appropriate manner is not subject to the Board's deferral policy as set forth in *City of Reno v. Reno Police Protective Ass'n*.

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**IV. LIST OF WITNESSES**

**1. Lieutenant Charles Hedrick**

Lieutenant Hedrick is a Henderson Police Department employee/supervisor and has served on the HPSA executive board for many years, including as President. He is expected to testify regarding the facts and circumstances surrounding the grievance as well as all of the conversations with the Police Chief, City Manager and command staff members regarding the issues raised in this Complaint . He is also expected to testify regarding the administration of union leave approval by the Chief of Police as well as the union leave arbitration that was litigated with the City.

**2. Lieutenant Ryan Adams**

Lieutenant Adams will testify to his knowledge of the meeting which occurred between Lieutenant Hedrick and his supervisor regarding his shift assignment and the attitude of the Command Staff and Chief of Police relative to the Union and President Hedrick.

**3. Former Henderson Police Officers Association President Shawn Thibeault**

Mr. Thibeault will testify regarding the facts and issues raised in the HPSA Complaint as well as his knowledge of the treatment afforded to President Hedrick by former Chief of Police Chadwick as well as his knowledge of the issues related to shift assignments and approval of union leave.

**4. Captain Ed Bogdanowicz**

Captain Bogdanowicz will testify regarding the facts and issues raised in the HPSA Complaint as well as the issues raised during meetings held with President Hedrick related to his schedule.

**5. City Manager Stephanie Garcia-Vause**

It is expected that the City Manager will testify regarding the facts and issues raised in the

1 HPSA Complaint as well as the facts and circumstances giving rise to the termination of Chief of  
2 Police Hollie Chadwick and Captain Anthony Niswonger. The City Manager may also testify  
3 regarding the contents of emails which were released to the press and public regarding President  
4 Hedrick and the HPSA's relationship with the Chief of Police.

5  
6 **6. HPSA Person Most Knowledgeable**

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

9  
10 **V. ESTIMATE OF TIME NEEDED**

11 HPSA estimates two to three hours needed for the presentation facts and allegations making  
12 up its case-in-chief. The HPSA reserves the right for rebuttal to the City of Henderson's  
13 presentation.

14  
15  
16 DATED this 1<sup>st</sup> day of December, 2025.

17  
18 **NEVADA ASSOCIATION OF**  
19 **PUBLIC SAFETY OFFICERS**

**QUINTAIROS, PRIETO, WOOD & BOYER, P.A.**

20 By: /s/ Andrew Regenbaum  
21 ANDREW REGENBAUM, J.D.  
22 Executive Director  
145 Panama Street  
Henderson, Nevada 89015

By: /s/ Adam Garth  
ADAM GARTH, ESQ.  
Nevada Bar No. 15045  
2370 Corporate Circle, Suite 160  
Henderson, NV 89074

23 Representatives for Complainants  
24  
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26  
27  
28



**City of Henderson (Respondent)**

**Prehearing Statement**

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*Attorneys for City of Henderson*

FILED  
December 1, 2025  
State of Nevada  
E.M.R.B.  
4:04 p.m.

STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

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EMRB No. 2024-041

Complainants,

CITY OF HENDERSON'S PREHEARING  
STATEMENT

v.

City of Henderson,

Respondents.

Respondent City of Henderson, by and through its undersigned counsel of record, hereby submits its Prehearing Statement. This Prehearing Statement is made pursuant to NAC 288.250 and is based upon the following points and authorities and the pleadings and documents on file with the Board.

DATED this 1st day of December 2025.

SNELL & WILMER L.L.P.

By: /s/ Brian Reeve

Brian Reeve, Esq. (NV Bar No. 10197)  
1700 South Pavilion Center Drive, Suite 700  
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City Attorney  
Nevada Bar No. 10500  
Kristina E. Gilmore  
Assistant City Attorney  
Nevada Bar No. 11564  
240 Water Street, MSC 144  
Henderson, NV 89015

*Attorneys for City of Henderson*

### PREHEARING STATEMENT

#### **I. Plain and Concise Statement of the Issues of Fact and Law to be Determined by the Board**

This matter involves two claims of alleged “union busting.”<sup>1</sup>

First, HPSA alleges that the City engaged in union busting by telling Lt. Hedrick, HPSA’s President, that he could not bid on his preferred graveyard shift. The position of HPSA President is a part-time position, and therefore Lt. Hedrick is also assigned a regular shift during which he performs law enforcement activities as a police department Lieutenant. HPSA alleges that Lt. Hedrick’s supervisor informed him that he would be moved off his current graveyard shift and would not be allowed to bid any graveyard shift at the shift bid in August 2024. Instead, Lt. Hedrick’s supervisor requested that he consider three specialized assignments. When Lt. Hedrick questioned this decision, his supervisor was unsure as to why he would not be able to bid for a graveyard shift. Wanting clarification, Lt. Hedrick had a meeting with the Chief of Police, Deputy Chief of Police and his supervisor, Captain Bogdanowicz.

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<sup>1</sup> HPSA had alleged a third claim of union busting, but that issue—whether the City had the right to deny HPSA members’ union leave requests under the parties’ CBA—was appropriately arbitrated. The arbitrator issued a written decision in favor of the City on that issue and, pursuant to this Board’s deferral policy set forth in *City of Reno v. Reno Police Protective Ass’n*, the Board granted the City’s Motion to Defer to the arbitration decision. Thus, the union leave issue is not before the Board.

At the meeting, Chief Chadwick denied that Lt. Hedrick would not be allowed to bid the graveyard shift and explained that there was a miscommunication between the Deputy Chief and Captain. According to the Complaint, the Chief also asked Lt. Hedrick about his career development plans and then made reference to a variety of on-going labor management issues. The HPSA alleges that “[t]he message being conveyed by the Chief was that the threatened change of Lieutenant Hedrick’s shift had nothing to do with his career development or his job performance but rather, it was entirely a punitive response related to him being the HPSA President and engaging in protected union activities.” Compl. at ¶23. HPSA has failed to allege that Lt. Hedrick was prevented from bidding on the shift of his choice or that this situation interfered with protected union activity. The Board must determine whether union busting occurred.

Second, HPSA alleges that the City engaged in union busting when Lt. Hedrick’s supervisor told Lt. Hedrick that his attire—shorts and a t-shirt—at a meeting with the City was inappropriate. There is no dispute that Lt. Hedrick wore shorts and a t-shirt to a City meeting. There is no dispute that Lt. Hedrick’s supervisor reminded him that he needed to dress more professionally when attending City meetings. There is also no dispute that Lt. Hedrick was not disciplined for his inappropriate attire.

HPSA does not question the City’s authority or basis for reminding Lt. Hedrick to dress professionally; rather, it question’s the City’s timing for discussing the issue with him. Specifically, HPSA alleges that the meeting to which Lt. Hedrick wore shorts and a t-shirt was on June 11, 2024, but that his supervisor did not discuss the matter with him until July 3, 2024. According to HPSA, the day before—July 2, 2024—Lt. Hedrick had a “spirited discussion” with City management about HPSA’s grievance pertaining to FMLA, and that that discussion prompted the professional attire reminder the following day. The Board must determine whether union busting occurred.

## **II. Memorandum of Points and Authorities**

Prohibited labor practices are set forth in NRS 288.270, and include willful interference with an employee’s rights guaranteed under NRS Chapter 288. Nevada has adopted the framework

1 used in adjudicating federal prohibited-labor-practice claims under the National Labor Relations  
2 Act for resolving state prohibited-labor-practice claims under NRS Chapter 288. *Bisch v. Las*  
3 *Vegas Metro Police Dep't*, 129 Nev. 328, 340, 302 P.3d 1108, 1116 (2013). Under that framework,  
4 “[a]n aggrieved employee must make a prima facie showing sufficient to support the inference that  
5 protected conduct was a motivating factor in the employer’s decision.” *Reno Police Protective*  
6 *Ass’n v. City of Reno*, 102 Nev. 98, 101–02, 715 P.2d 1321, 1323 (1986). “[I]t is not enough for  
7 the employee to simply put forth evidence that is capable of being believed; rather, this evidence  
8 must actually be believed by the factfinder.” *Bisch*, 129 Nev. at 340, 302 P.3d at 1116. “Only  
9 upon meeting this burden of persuasion does the burden of proof shift to the employer” to  
10 demonstrate “by a preponderance of the evidence that the same action would have taken place  
11 even in the absence of the protected conduct.” *City of Reno*, 102 Nev. at 101-02; 715 P.2d at 1323.  
12 “The aggrieved employee may then offer evidence that the employer’s proffered ‘legitimate’  
13 explanation is pretextual and thereby conclusively restore the inference of unlawful motivation.”  
14 *Id.*

15 Three elements must be satisfied to establish a claim of willful interference with a  
16 protected right: (1) the employer’s action can be reasonably viewed as tending to interfere with,  
17 coerce, or deter; (2) the exercise of protected activity under NRS Chapter 288; and (3) the  
18 employer is unable to justify the action with a substantial and legitimate business reason.  
19 *Juvenile Justice Supervisors Ass’n v. County of Clark*, Case No. 2017-020 (consolidated), Item  
20 No. 834 (2018).

21 HPSA cannot make a prima facie showing supporting the inference that Lt. Hedrick’s  
22 involvement with the HPSA was a motivating factor for the miscommunication regarding his  
23 work schedule or the verbal reminder to dress professionally for City meetings. Further, HPSA  
24 cannot demonstrate that the City interfered with Lt. Hedrick’s union activities. Even if the HPSA  
25 could satisfy its initial burden of persuasion (it cannot), the evidence will show that the City had  
26 substantial and legitimate business reasons for talking to Lt. Hedrick about his shift schedule and  
27 attire at City meetings. Indeed, these conversations would have occurred regardless of Lt.  
28 Hedrick’s involvement with the HPSA. Accordingly, no union busting occurred.

1       **III.     A Statement of Whether there are any Pending or Anticipated Administrative,**  
2       **Judicial or other Proceedings related to the Subject of the Hearing**

3               There are no pending or anticipated administrative, judicial or other proceedings related to  
4 this matter.

5       **IV.     The City's Potential Witnesses**

6               The City may call the following witnesses:

- 7               1. Hollie Chadwick, former Chief of Police of the Henderson Police Department. Ms.  
8               Chadwick was the Chief of Police at the time the allegations giving rise to HPSA's  
9               Complaint arose. It is expected that she will testify about facts and circumstances  
10              alleged in the Complaint, including but not limited to Lt. Hedrick's ability to bid on his  
11              desired shift, her meetings and discussions with HPSA and Lt. Hedrick, her legitimate  
12              interests in helping supervisors progress within the department, Lt. Hedrick's  
13              inappropriate meeting attire, and her past involvement as an HPSA member and HPSA  
14              President.
- 15              2. Itzhak Henn, former Deputy Chief of Police of the Henderson Police Department. Mr.  
16              Henn was a Deputy Chief of Police at the time the allegations giving rise to HPSA's  
17              Complaint arose. It is expected that Mr. Henn may testify about the facts and  
18              circumstances alleged in the Complaint, including but not limited to Lt. Hedrick's  
19              ability to bid on his desired shift, his interactions with Lt. Hedrick's supervisor and Lt.  
20              Hedrick personally concerning Lt. Hedrick's schedule, Lt. Hedrick's inappropriate  
21              attire at a City meeting, and other meetings that he attended that were mentioned in the  
22              Complaint.
- 23              3. Anthony Niswonger, former Captain of the Henderson Police Department. Mr.  
24              Niswonger was a Captain of the Henderson Police Department at the time the  
25              allegations giving rise to HPSA's Complaint arose. It is expected that Mr. Niswonger  
26              will testify regarding the facts and circumstances surrounding the City meeting to  
27              which Lt. Hedrick wore shorts and a t-shirt.
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1           **V.       Time Needed to Present the City's Position**

2           The City estimates that it will need 2-3 hours to present its position.

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4           DATED this 1st day of December 2025.

SNELL & WILMER L.L.P.

5           By: /s/ Brian Reeve

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18          *Attorneys for City of Henderson*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 1st day of December 2025, the above and foregoing, **CITY OF HENDERSON'S PREHEARING STATEMENT**, was electronically filed with the EMRB and a true and correct copy thereof was served by electronic mail on all parties.

/s/ Laurie McConnell  
An employee of Snell & Wilmer L.L.P.