

1 ANDREW REGENBAUM, J.D.
2 NEVADA ASSOCIATION OF PUBLIC SAFETY OFFICERS
3 145 Panama Street
4 Henderson, Nevada 89015
5 Telephone: (702) 431-2677
6 Facsimile: (702) 822-2677
7 E-mail: andrew@napso.net

8 CHRISTOPHER CANNON, Esq.
9 Nevada Bar No. 9777
10 LAW OFFICES OF CHRISTOPHER CANNON
11 2113 Forest Mist Avenue
12 North Las Vegas, Nevada 89084
13 Telephone: (702) 384-4012
14 Facsimile: (702) 383-0701
15 E-mail: cannonlawnevada@gmail.com

16 Representatives for Complainants

17 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**
18
19 **STATE OF NEVADA**

20 * * *

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

26 CASE NO.: 2024-041

27 **COMPLAINT**

28
29 Complainants,

30 vs.

31
32 City Of Henderson and
33 Police Chief Hollie Chadwick,

34 Respondent.

35
36 Complainants HENDERSON POLICE SUPERVISORS ASSOCIATION, INC.
37 (“HPSA”), a local government employee organization, and HPSA’s named and unnamed affected
38 members, by and through their representatives of record, hereby complain and allege against
39 Respondent CITY OF HENDERSON (“City”) and Chief Chadwick as follows:

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JURISDICTIONAL ALLEGATIONS

2 I. At all relevant times herein, HPSA was and is an *employee organization* as that
3 term is defined in NRS 288.040. HPSA is comprised of active police and correction supervisors
4 who serve the community of Henderson, Nevada. HPSA's current mailing address is 145 Panama
5 Street, Henderson, Nevada 89015.

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

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

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

13 || 5. NRS 288.140(1) provides as follows:

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

18 (emphasis added).

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

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

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

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

27

27 ...
28 (m) Protection of employees in the bargaining unit from
discrimination because of participation in recognized employee
organizations consistent with the provisions of this chapter.

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. When 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).

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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.

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.

28

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
28

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.

28

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
PUBLIC SAFETY OFFICERS

LAW OFFICES OF CHRISTOPHER CANNON

25 By: /s/ Andrew Regenbaum _____
ANDREW REGENBAUM, J.D.
26 Executive Director
145 Panama Street
27 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, 4th 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 9th day of December, 2024


Elizabeth Draser, NAPSO Representative

City of Henderson (Respondent)

Answer

1 Nicholas G. Vaskov
2 City Attorney
3 Nevada Bar No. 8298
4 Kristina E. Gilmore
5 Assistant City Attorney
6 Nevada Bar No. 11564
7 240 Water Street, MSC 144
8 Henderson, NV 89015
9 (702) 267-1200
10 (702) 267-1201 Facsimile
11 kristina.gilmore@cityofhenderson.com
12 *Attorneys for City of Henderson*

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January 16, 2025
State of Nevada
E.M.R.B.
1:28 p.m.

8 STATE OF NEVADA

9 GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

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

EMRB Case No.: 2024-041

15 Complainants,

ANSWER

16 vs.

17 City of Henderson and Police Chief Hollie
18 Chadwick,

19 Respondent.

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

JURISDICTIONAL ALLEGATIONS

26 1. In answering Paragraph 1 of the Complaint, Respondents admit that the
27 HPSA is an employee organization as defined by NRS 288.040, and the HPSA is comprised
28

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 9. In answering Paragraph 9 of the Complaint, Respondents admit that this Board
2 has jurisdiction to hear certain matters pursuant to NRS 288.280, but deny any wrongdoing.

3 10. In answering Paragraph 10 of the Complaint, Respondents admit that this
4 Board has jurisdiction in this matter but deny any wrongdoing. Further, Respondents state the
5 case referenced speaks for itself and calls for legal conclusions to which no response is
6 necessary. To the extent a response is required, Respondents deny the same.

7 11. In answering Paragraph 11 of the Complaint, Respondents admit that the
8 HPSA is the recognized bargaining unit for the members of its association. Respondents admit
9 that the parties' representatives engage in collective bargaining with respect to contractual
10 obligations. Respondents deny the remaining allegations in Paragraph 11 of the Complaint.

11 12. In answering Paragraph 12 of the Complaint, Respondents deny the allegations
12 contained therein.

GENERAL ALLEGATIONS

14 13. In answering Paragraph 13 of the Complaint, Respondents deny the allegations
15 contained therein.

16 14. In answering Paragraph 14 of the Complaint, Respondents admit to the
17 allegations contained therein.

18 15. In answering Paragraph 15 of the Complaint, Respondents admit that Lt.
19 Hedrick contacted Captain Bogdanowicz regarding the 2024-2025 shift bid year. Further,
20 Respondents state the referenced shift bid process set forth in the CBA speaks for itself and
21 calls for legal conclusions to which no response is necessary. Respondents deny the remaining
22 allegations contained therein.

23 16. In answering Paragraph 16 of the Complaint, Respondents are unable to verify
24 the exact date and time of the phone call but admit that Captain Bogdanowicz contacted Lt.
25 Hedrick to discuss specialized assignments and ask Lt. Hedrick to identify three specialized
26 assignments of interest to him and discuss bidding on a shift other than the graveyard shift.
27 Respondents admit that Captain Bogdanowicz told Lt. Hedrick he was not sure whether Lt.
28 Hedrick would be removed from Patrol, or the graveyard shift, or given his preferred

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.

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.

FIRST AFFIRMATIVE DEFENSE

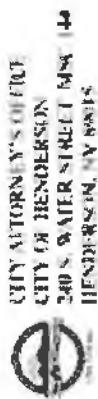
27 Complainants' claims against Respondents are barred by NAC 288.375(2) as the
28 parties have not exhausted their contractual remedies and have failed to make a showing of

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.

5
6
7
8 **INTENTIONALLY LEFT BLANK**



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
aregenbaum@aol.com

/s/ Laura Kopanski
Employee 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.

1 ANDREW REGENBAUM, J.D.
2 NEVADA ASSOCIATION OF PUBLIC SAFETY OFFICERS
3 145 Panama Street
Henderson, Nevada 89015
3 Telephone: (702) 431-2677
Facsimile: (702) 822-2677
4 E-mail: andrew@napso.net

5 ADAM GARTH, ESQ.
Nevada Bar No. 15045
6 QUINTAIROS, PRIETO, WOOD & BOYER, P.A.
2370 Corporate Circle, Suite 160
7 Henderson, Nevada 89074
Telephone: (702) 751-3003
8 Facsimile: (702) 751-3004
E-mail: adam.garth@qpwblaw.com

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
16 Its Named and Unnamed Affected Members,

CASE NO.: 2024-041

17 Complainants,
18 vs.
19 City of Henderson,
20 Respondent.

COMPLAINANTS' PRE-HEARING
STATEMENT

21
22 Complainants, HENDERSON POLICE SUPERVISORS ASSOCIATION, INC.
23 ("HPSA"), by and through their representatives of record, submit the following Pre-Hearing
24 Statement pursuant to NAC 288.250:

25 ///
26 ///
27 ///
28

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 President¹.

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 ¹ 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*.

1

2

3 **IV. LIST OF WITNESSES**

4 **1. Lieutenant Charles Hedrick**

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

11

12 **2. Lieutenant Ryan Adams**

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

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

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

21

22 **4. Captain Ed Bogdanowicz**

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

26

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

28 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 1st day of December, 2025.

17

18

19 **NEVADA ASSOCIATION OF
PUBLIC SAFETY OFFICERS**

20

By: /s/ Andrew Regenbaum

ANDREW REGENBAUM, J.D.
Executive Director
145 Panama Street
Henderson, Nevada 89015

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Representatives for Complainants

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

By: /s/ Adam Garth

ADAM GARTH, ESQ.
Nevada Bar No. 15045
2370 Corporate Circle, Suite 160
Henderson, NV 89074

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CERTIFICATE OF ELECTRONIC FILING

This is to certify that on the 1st day of December, 2025, the undersigned, the Executive Director of the Nevada Association of Public Safety Officers, electronically filed the foregoing **HPSA PRE-HEARING STATEMENT** with the EMRB (s@) and a true and correct copy thereof was served electronically on all parties.

By: /s/ Andrew Regenbaum

Andrew Regenbaum, Executive Director

City of Henderson (Respondent)

Prehearing Statement

1 Brian R. Reeve
2 Nevada Bar No. 10197
3 SNELL & WILMER L.L.P.
4 1700 South Pavilion Center Dr., Suite 700
5 Las Vegas, NV 89135
6 (702) 784-5200
7 (702) 784-5252 Facsimile
8 Brian.reeve @ swlaw.com

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

9
10 Nicholas G. Vaskov
11 City Attorney
12 Nevada Bar No. 10500
13 Kristina E. Gilmore
14 Assistant City Attorney
15 Nevada Bar No. 11564
16 240 Water Street, MSC 144
17 Henderson, NV 89015
18 (702) 267-1200
19 (702) 267-1201 Facsimile
20 kristina.gilmore @ cityofhenderson.com
21 *Attorneys for City of Henderson*

22 STATE OF NEVADA

23 GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

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

4 EMRB No. 2024-041

5 CITY OF HENDERSON'S PREHEARING
6 STATEMENT

7 Complainants,

8 v.

9 City of Henderson,

10 Respondents.

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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.

1 DATED this 1st day of December 2025.

2 SNELL & WILMER L.L.P.

3 By: /s/ Brian Reeve

4 Brian Reeve, Esq. (NV Bar No. 10197)
1700 South Pavilion Center Drive, Suite 700
Las Vegas, NV 89135

5 Nicholas G. Vaskov
6 City Attorney
7 Nevada Bar No. 10500
8 Kristina E. Gilmore
9 Assistant City Attorney
Nevada Bar No. 11564
240 Water Street, MSC 144
Henderson, NV 89015

10 *Attorneys for City of Henderson*

11 **PREHEARING STATEMENT**

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

13 This matter involves two claims of alleged “union busting.”¹

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

24
25
26 ¹ HPSA had alleged a third claim of union busting, but that issue—whether the City had the right
27 to deny HPSA members’ union leave requests under the parties’ CBA—was appropriately
28 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.

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

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

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

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

27 Prohibited labor practices are set forth in NRS 288.270, and include willful interference
28 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.

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.

3 DATED this 1st day of December 2025.

4 **SNELL & WILMER L.L.P.**

5 By: /s/ Brian Reeve
6 Brian Reeve, Esq. (NV Bar No. 10197)
7 1700 South Pavilion Center Drive
8 Suite 700
9 Las Vegas, NV 89135

10 Nicholas G. Vaskov
11 City Attorney
12 Nevada Bar No. 10500
13 Kristina E. Gilmore
14 Assistant City Attorney
15 Nevada Bar No. 11564
16 240 Water Street, MSC 144
17 Henderson, NV 89015

18 *Attorneys for City of Henderson*

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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.

Snell & Wilmer L.L.P.
1700 South Pavilion Center Drive, Suite 800
Las Vegas, Nevada 89175
702.784.5200