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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
Local Government Employee Organization, and
15 Its Named and Unnamed Affected Members,

16 Complainants,

17 vs.

18 City Of Henderson and
19 Police Chief Hollie Chadwick,

20 Respondent.
21

CASE NO.: **2024-041**

COMPLAINT

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. 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.

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
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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.

28

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.
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26 145 Panama Street
27 Henderson, Nevada 89015

By: /s/ Christopher Cannon
CHRISTOPHER CANNON, ESQ.
Nevada Bar No. 9777
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28 Representatives for Complainants

Certificate of Service

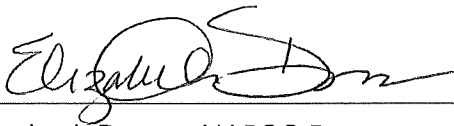
I certify that I am an employee of Nevada Association of Public Safety Officers and that a true copy of the foregoing **Complaint** in the matter of **HPSA v. City of Henderson** was mailed to the parties by certified mail return receipt:

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

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



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Kristina E. Gilmore
Assistant City Attorney
Nevada Bar No. 11564
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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.

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

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

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

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

16. In answering Paragraph 16 of the Complaint, Respondents are unable to verify the exact date and time of the phone call but admit that Captain Bogdanowicz contacted Lt. Hedrick to discuss specialized assignments and ask Lt. Hedrick to identify three specialized assignments of interest to him and discuss bidding on a shift other than the graveyard shift. Respondents admit that Captain Bogdanowicz told Lt. Hedrick he was not sure whether Lt. 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.

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

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

3. For such other and further relief as the EMRB may deem just and proper.

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:

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

City of Henderson (Respondent)

Motion to Defer to Arbitration Decision and
Motion to Dismiss Remaining Claims

FILED
September 18, 2025
State of Nevada
E.M.R.B.
9:17 a.m.

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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,

Complainants,

vs.

City of Henderson

Respondents.

EMRB Case No.: 2024-041

**RESPONDENT CITY OF
HENDERSON'S MOTION TO DEFER
TO ARBITRATION DECISION
AND
MOTION TO DISMISS
REMAINING CLAIMS**

Respondent City of Henderson (the "City") hereby requests that (1) the Board defer to the July 21, 2025, Arbitration Decision regarding whether the City had the authority under the parties' Collective Bargaining Agreement to deny Complainants' ("HPSA") union leave requests; and (2) dismiss HPSA's remaining claims of "union busting." This motion is made pursuant to NRS Chapter 288, NRS Chapter 233B, and NAC Chapter 288, and is based upon

1 the following points and authorities, the exhibits attached hereto, the pleadings and documents
2 on file with the Board, and any oral argument requested by the Board.

3
4 DATED this 17th day of September 2025. SNELL & WILMER L.L.P.

5 By: /s/ Brian Reeve
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17 Henderson, NV 89015

18 *Attorneys for City of Henderson*

19 **MEMORANDUM OF POINTS AND AUTHORITIES**

20 **I. INTRODUCTION**

21 This matter involves three claims of alleged “union busting.” All three claims are ripe
22 for dismissal.

23 First, HPSA alleges that the City engaged in union busting by improperly denying the
24 HPSA President’s, Lieutenant Hedrick, requests to use union leave under the parties’
25 Collective Bargaining Agreement (“CBA”). After this Board issued a stay of proceedings
26 requiring the parties to exhaust their administrative remedies, and as required under the CBA,
27 the parties arbitrated whether the City has the authority to deny or limit a HPSA member’s
28 request to use union leave for operational reasons (“Union Leave Issue”). On July 21, 2025, a
duly appointed arbitrator rendered a decision with respect to the Union Leave Issue in favor of
the City (“Arbitration Decision”). Based on that decision, and pursuant to the Board’s deferral
policy as set forth in *City of Reno v. Reno Police Protective Ass’n*, the Board should defer to
the Arbitration Decision and dismiss the Union Leave Issue.

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1 Such discretionary management authority, such as the rights contained in NRS 288.150, were
2 also included in the CBA under Article 2, Section 1. Article 2, Section 1 of the CBA expressly
3 grants certain management rights to the City, including, but not limited to, the following:

- 4 • Determine appropriate staffing levels and work performance standards, and the
5 means and methods by which operations are conducted, except for HPSA Member
6 safety considerations.
- 7 • Determine work schedules, tours of duty, daily assignments, standards of
8 performance, and/or the services to be rendered.
- 9 • Determine the content of the workday, including without limitation workload
10 factors, except for HPSA Member safety considerations.
- 11 • Manage its operation in the most efficient manner consistent with the best interests
12 of all its citizens, its taxpayers, and HPSA Members.

12 See Ex. 1 at Art. 2, Sec. 1(c), (d), (f) and (h).

13 Article 29 sets forth the grievance procedure that is to be followed if there is a dispute
14 over the interpretation or application of any provision of the CBA: "any dispute concerning the
15 interpretation or application of an expressed provision of this Agreement *shall be subject to*
16 *this, and exclusive to this grievance procedure.*" Ex. 1, Art. 29 § 1. (Emphasis added).

17 Article 30, Section 4 of the CBA discusses the granting and usage of Union Leave. That
18 article states that the City will provide 1,200 hours of union leave per fiscal year for the use of
19 the HPSA President or designee to conduct HPSA business, such as conventions, seminars,
20 training, and lobbying. Ex. 1 at 50. It provides that the HPSA President, or his designee, will
21 determine the use of association leave. *Id.* Article 30 further provides that all usage of union
22 leave will be approved by the Department Head or designee. *Id.* The CBA does not limit the
23 Chief's basis for approving or denying union leave.

24 **B. Lt. Hedrick's Work Schedule**

25 Lieutenant Hedrick is the President of the HPSA. Complaint at ¶13. The position of
26 President is a voluntary part-time role. Thus, Lieutenant Hedrick is also assigned a regular
27 shift during which he performs law enforcement activities as a police department Lieutenant.
28

1 According to the Complaint, Lt. Hedrick's supervisor informed him that he would be
2 moved off his current graveyard shift and would not be allowed to bid any graveyard shift at
3 the shift bid in August 2024. *Id.* at ¶16. Instead, Lt. Hedrick's supervisor requested that he
4 consider three specialized assignments.¹ *Id.* at ¶16. When Lt. Hedrick questioned this decision,
5 his supervisor was unsure as to why he would not be able to bid for a graveyard shift. *Id.* at
6 ¶¶16-17. Wanting clarification, Lt. Hedrick had a meeting with the Chief of Police, Deputy
7 Chief of Police and his supervisor, Captain Bogdanowicz. *Id.* at ¶21.

8 At the meeting, "*Chief Chadwick denied that Lieutenant Hedrick would not be*
9 *allowed to bid the graveyard shift*" and "*attributed the situation to be the result of a*
10 *miscommunication* between the Deputy Chief and Captain." *Id.* (emphasis added). According
11 to the Complaint, the Chief also asked Lt. Hedrick about his career development plans and then
12 "made reference to a variety of on-going labor management issues." *Id.* at ¶21-22. The HPSA
13 alleges that "[t]he message being conveyed by the Chief was that the threatened change of
14 Lieutenant Hedrick's shift had nothing to do with his career development or his job
15 performance but rather, it was entirely a punitive response related to him being the HPSA
16 President and engaging in protected union activities." *Id.* at ¶23.

17 **C. The Shorts and T-shirt Meeting**

18 On June 11, 2024, Lt. Hedrick attended a "city/union meeting" wearing shorts and a t-
19 shirt. Compl. at ¶25. Approximately three weeks later, Lt. Hedrick's supervisor "informed
20 Lieutenant Hedrick that his attire at a recent (June 11, 2024) city/union meeting was
21 inappropriate." *Id.* Lt. Hedrick was told that he needed to "dress with more formal attire
22 because he represents the department while conducting business as HPSA President and that
23 the city compensates him to be there (with paid time coded as "union leave")." *Id.* Lt. Hedrick
24 explained to his supervisor that his wearing shorts and t-shirt to the meeting was "an oversight"

25
26
27 ¹ It is worth noting that specialized assignments come with a pay increase. The fact that HPD
28 wanted Lt. Hedrick to apply for specialized assignments that would increase his pay and give
him additional leadership experience contradicts the notion that the Chief of Police was out to
get him for participating in union activities.

1 and that it was not his intent to dress in a way that could be perceived as unprofessional. *Id.*

2 There is no allegation that Lt. Hedrick was disciplined in any way in connection with
3 his attire at the meeting. Instead, Lt. Hedrick was informed that his attire was inappropriate
4 and reminded to dress more professionally in the future.

5 **D. The Union Leave Issue**

6 According to the Complaint, in September of 2024, Lieutenant Hedrick was told he
7 could not consistently use union leave to take off every Sunday and Monday. Compl. at ¶ 27,
8 29-30, 32. Lieutenant Hedrick's request to take off every Sunday and Monday for union leave
9 effectively altered his regular shift, caused overtime issues for the department, and impacted
10 operations. *Id.* at ¶ 34. Citing Article 30 of the CBA, Lieutenant Hedrick was informed that
11 he could not use union leave in this manner. *Id.* at ¶¶ 29, 32, 34. The HPSA disagreed with
12 the City's decision, contending that the City has no discretion to deny union leave under Article
13 30 of the CBA. *Id.* at ¶ 35-36.

14 Pursuant to the grievance procedures in the CBA, the HPSA filed a grievance regarding
15 Lt. Hedrick's union leave being denied. Compl. at ¶ 40; **Ex. 3**. The City denied the grievance.
16 Compl. ¶ 50. The HPSA requested to take the grievance to arbitration, maintaining that the
17 City was in violation of the CBA.

18 After filing its grievance with the City, the HPSA filed its Complaint with the EMRB.
19 The allegations in the Complaint are substantially similar to the HPSA's grievance regarding
20 the Union Leave Issue. *See Ex. 3*.

21 On April 2, 2025, the parties participated in an arbitration hearing concerning the Union
22 Leave Issue. *See Ex. 4*. The issue before the arbitrator was whether the City violated the CBA
23 "relative to Union Leave when it denied Association leave approved by the Henderson Police
24 Supervisor's Association ("HPSA") President?" *Id.* The arbitrator ruled in favor of the City:

25 The question before the Arbitrator is primarily legal in nature: does the
26 contract language permit the City to deny Union leave under the
27 circumstances presented? . . . The Union stresses that Article 30, Section 4
28 of the CBA states that the leave "will be approved," and it interprets this as
meaning that the leave *must* be approved. However, the negotiating parties
could have directly incorporated such a mandate had they so desired.

1 Consistent with this reading is the fact that, elsewhere, the contract
2 references "approved leave," thereby leaving open the possibility that some
leave may not be approved.

3 Furthermore, the bargaining history shows that the City was always
4 concerned with its ability to continue its responsibility to maintain
5 operational efficiency and fiscal responsibility. Nothing presented
6 regarding the history of bargaining for either the HPOA or the HPSA
7 contracts suggests that the City bargained away its right to do so. On the
8 contrary, unrebutted testimony presented by Management supports an
9 opposite finding. The Arbitrator does not find a past practice of the City
10 always approving leave—if such a thing, as articulated, could properly form
the basis of a past practice determination—because the record shows that,
when time that was designated for Union leave came into conflict with
operational needs, the City addressed the issue with the Union, and it was
resolved.

11 Moreover, the bargaining history and language of the contract contemplate
12 that the Union time is to be used for a specific purpose, namely, time when
13 Union work is being done. The City has previously, and now again in the
14 underlying circumstances, raised concerns that Union time was being
15 designated in ways inconsistent with its stated purpose. Nothing about the
16 clear language of the contract suggests that this is beyond the scope of the
City's authority, that the City has bargained away this authority, or that the
City has waived this authority. For the reasons stated herein, the grievance
is **DENIED**.

17 *Id.* The Arbitration Decision provided a detailed, written decision addressing background
18 facts, relevant CBA provisions, the parties' positions with respect to the interpretation of the
19 CBA, and a thorough analysis. The arbitrator found that "[n]othing about the clear language
20 of the contract suggests that this is beyond the scope of the City's authority, that the City has
21 bargained away this authority, or that the City has waived this authority." *Id.* at 8.

22 **III. ARGUMENT**

23 **A. The Board Should Defer to the Arbitration Decision**

24 **1. Legal Standard**

25 "The doctrine of collateral estoppel[, or issue preclusion,] precludes parties from re-
26 litigating issues that were actually decided and necessary to a judgment in an earlier suit on a
27 different claim between the same parties." *City of Reno v. Reno Police Protective Ass'n*, 118
28 Nev. 889, 894, 59 P.3d 1212, 1216 (2002). This doctrine "applies to arbitration." *Id.* When a

1 collective bargaining agreement is at issue, the arbitration award “must be based on the
2 collective bargaining agreement[.]” *Id.* Because the EMRB has the duty to administer NRS
3 Chapter 288, it is “not estopped from determining issues previously decided by an arbitrator
4 when the EMRB has exclusive jurisdiction over the issue.” *Id.* at 895.

5 Under *City of Reno*, the EMRB defers to a prior arbitration decision if: “(1) the
6 arbitration proceedings were fair and regular; (2) the parties agreed to be bound; (3) the
7 decision was not ‘clearly repugnant to the purposes and policies of the [Employee-Management
8 Relations Act (“EMRA”)]; (4) the contractual issue was factually parallel to the unfair labor
9 practice issue; and (5) the arbitrator was presented generally with the facts relevant to resolving
10 the [unfair labor practice].” *Id.* at 896. “The party desiring the [EMRB] to reject an arbitration
11 award has the burden of demonstrating that these principles are not met.” Thus, the HPSA
12 carries the burden of showing why deferral is improper in this case.

13 2. The Board Should Defer to the Arbitration Decision

14 The Board should defer to the Arbitration Decision because all five elements of the *City*
15 *of Reno* test have been satisfied.

16 First, the arbitration proceedings regarding the Union Leave Issue were fair and regular.
17 The HPSA initiated the arbitration proceedings pursuant to the grievance procedures set forth
18 in Article 29 of the CBA. Pursuant to Article 29, Step 6, the parties participated in an arbitrator
19 strike process whereby they alternated striking names from a list of seven potential arbitrators
20 received from the Federal Mediation and Conciliation Service until a single arbitrator
21 remained. *Ex. 1* at 48. Thereafter, an arbitration hearing was held where the parties presented
22 evidence and argument to the arbitrator. *Ex. 4*. On July 21, 2025, the arbitrator issued a
23 thorough written decision in favor of the City. *Id.* The HPSA has not sought to overturn or
24 otherwise challenge the Arbitration Decision.

25 Second, the parties agreed to be bound by the Arbitration Decision. Article 29, Step 8
26 of the CBA expressly states: “The Arbitrator’s decision shall be final and binding, and the non-
27 prevailing party shall pay the fee and related expenses of the arbitrator.” *Ex. 1* at 49. Thus,
28 the Arbitration Decision binds both the City and the HPSA.

1 Third, the Arbitration Decision is not clearly repugnant to the purposes and policies of
2 the Employee Management Relations Act. The CBA states that “[a]ny dispute concerning the
3 interpretation or application of an expressed provision of this Agreement shall be subject to
4 this, *and exclusive to this grievance procedure.*” *Id.* at 46 (emphasis added). The question
5 before the arbitrator—and also raised in HPSA’s Complaint filed with this Board—is whether
6 the City violated Article 30 of the CBA when it denied union leave for operational reasons.
7 The arbitrator answered that question by “carefully consider[ing] Article 30 of the parties’
8 CBA and the evidence presented by both parties[.]” *Ex. 4* at 1. Because the Arbitration
9 Decision was based on the parties’ CBA and pertained to the interpretation or application of
10 Article 30, the arbitrator acted within its authority and jurisdiction and rendered an appropriate
11 decision. Nothing in the Arbitration Decision suggests that it is “clearly repugnant” to the
12 purposes or policies of the EMRA.

13 Fourth, the contractual issue at the arbitration hearing is factually parallel to the Union
14 Leave Issue before the Board. A comparison of the arbitration grievance (attached hereto as
15 Exhibit 3) with paragraphs 27-50 of the Complaint shows that the issue is the same, *i.e.* whether
16 the City properly denied union leave requests for operational reasons. Indeed, the allegations
17 in the arbitration grievance and the Complaint are so similar it appears that the HPSA used the
18 arbitration grievance to draft portions of the Complaint.

19 Fifth, the arbitrator was presented with the facts relevant to resolving the alleged
20 improper denial of union leave. Both parties had the opportunity to present evidence and
21 arguments in connection with the arbitration hearing. *Ex. 4* at 4. The Arbitration Decision (i)
22 summarizes the history of, and changes to, Article 30 of the CBA over a thirty-year period; (ii)
23 discusses other instances of the City denying union leave; (iii) identifies the relevant
24 contractual language in the CBA; (iv) addresses the parties’ respective positions regarding
25 union leave; and (v) analyzes the parties’ evidence and arguments. *Id.* In short, the arbitrator
26 was presented with a complete record to resolve the parties’ dispute pertaining to union leave.

27
28

1 Based on the foregoing, all five *City of Reno* elements have been satisfied.
2 Accordingly, the Board should defer to the Arbitration Decision with respect to the Union
3 Leave Issue and dismiss it from these proceedings.

4 **B. The Board Should Dismiss the HPSA's Remaining "Union Busting" Claims**

5 1. Legal Standard

6 NAC 288.200 requires that a complaint contain a "clear and concise statement of the
7 facts constituting the alleged practice sufficient to raise a justiciable controversy under Chapter
8 288." "If there is a lack of sufficient facts to give rise to a justiciable controversy, there is also
9 a lack of probable cause." *Henderson Police Supervisors Association, Inc. v. City of*
10 *Henderson*, Case No. 2024-028 (2025). Under NAC 288.375(1), the Board may dismiss a
11 matter if it lacks probable cause. *Id.*

12 The preferred method for resolving disputes is through the bargained-for processes, and
13 the Board consistently applies NAC 288.375 liberally to effectuate that purpose. *See Operating*
14 *Engineers Local Union No. 3*, Item No. 864-C. To the extent a matter involves contractual
15 claims that overlap with prohibited labor practice claims, the Board defers to arbitration. *See*
16 *Walker v. City of Henderson, et al.*, Case No. A1-045978, Item No. 730 (2010) (citing *City of*
17 *Reno v. Reno Police Protective Ass'n*, 118 Nev. 889, 59 P.3d 1212 (2002)).

18 A complaint with this Board "may not rest on mere suspicion." *Greenberg v. Clark*
19 *County*, Case No. A1-045795, Item No. 577C (2005). Rather, a complaint "must make a prima
20 facie showing sufficient to support the inference that protected conduct was a motivating factor
21 in the employer's decision." *Id.* When it comes to union busting, the test is whether the
22 employer has engaged in conduct that reasonably interferes with the free exercise of employee
23 rights under NRS Chapter 288. *Juvenile Justice Supervisors Ass'n v. County of Clark*, Case
24 No. 2017-020 (consolidated), Item No. 834 (2018). Three elements must be satisfied to
25 establish a claim of interference with a protected right: (1) the employer's action can be
26 reasonably viewed as tending to interfere with, coerce, or deter; (2) the exercise of protected
27 activity under NRS Chapter 288; and (3) the employer is unable to justify the action with a
28 substantial and legitimate business reason. *Id.*

1 Based on the allegations in the HPSA's Complaint, it cannot satisfy these elements.
2 Therefore, the two other purported claims of union busting should be dismissed.

3 2. Lieutenant Hedrick's work schedule

4 The HPSA contends that Chief Chadwick attempted to manipulate Lt. Hedrick's work
5 schedule as punishment for participating in protected union activities. The allegations in the
6 HPSA's Complaint, however, show that there is no justiciable controversy with respect to this
7 contention.

8 The HPSA alleges that Lt. Hedrick's supervisor informed him that he would be moved
9 off his current graveyard shift and would not be allowed to bid any graveyard shift at the shift
10 bid in August 2024. *See* Compl. at ¶16. Instead, Lt. Hedrick's supervisor requested that he
11 consider three specialized assignments. *Id.* at ¶16. The Complaint alleges that Lt. Hedrick
12 questioned this decision and that his supervisor was unsure as to why he would not be able to
13 bid for a graveyard shift. *Id.* at ¶¶16-17. Wanting clarification, Lt. Hedrick had a meeting with
14 the Chief of Police, Deputy Chief of Police and his supervisor, Captain Bogdanowicz. *Id.* at
15 ¶21.

16 At the meeting, "Chief Chadwick denied that Lieutenant Hedrick would not be allowed
17 to bid the graveyard shift" and "attributed the situation to be the result of a miscommunication
18 between the Deputy Chief and Captain." *Id.* According to the Complaint, the Chief also asked
19 Lt. Hedrick about his career development plans and then "made reference to a variety of on-
20 going labor management issues." *Id.*

21 A miscommunication about Lt. Hedrick's ability to bid the graveyard shift, which was
22 subsequently clarified by the Chief of Police, is not union busting. Neither is a discussion
23 between Lt. Hedrick and the Chief of Police "about his career development plans" and on-
24 going labor management issues. *Id.* Nothing in HPSA's Complaint establishes probable cause
25 that the Chief interfered with, coerced or deterred Lt. Hedrick in the exercise of protected
26 activity. Nor does the Complaint allege facts demonstrating that the City lacked a legitimate
27 business reason for communicating with Lt. Hedrick about his career development plans and
28 on-going labor management issues.

1 Rather than present facts showing actual interference with protected union activities,
2 the HPSA speculates that the Chief was trying to send him a veiled “message”—an unspoken
3 threat—that she *could* manipulate his work schedule because of his involvement in protected
4 union activities. Mere suspicion and conjecture, however, are insufficient to establish probable
5 cause. Moreover, there was no actual interference, just a miscommunication. Lt. Hedrick was
6 not—and has never been—prevented from bidding on his preferred shift. The City has not
7 done anything to manipulate Lt. Hedrick’s work schedule or to otherwise interfere with his
8 participation in union activities.

9 Put simply, HPSA’s Complaint lacks probable cause that the Chief engaged in union
10 busting by manipulating Lt. Hedrick’s work schedule. Without probable cause, there is no
11 justiciable controversy. Thus, this alleged claim of union busting should be dismissed.

12 3. The shorts and t-shirt meeting

13 The HPSA’s third claim of union busting involves Lt. Hedrick’s supervisor telling him
14 that it was inappropriate to wear shorts and a t-shirt to a meeting with City employees.
15 According to the Complaint, on June 11, 2024, Lt. Hedrick attended a “city/union meeting”
16 wearing shorts and a t-shirt. Compl. at ¶25. Approximately three weeks later, Lt. Hedrick’s
17 supervisor “informed Lieutenant Hedrick that his attire at a recent (June 11, 2024) city/union
18 meeting was inappropriate.” *Id.* Lt. Hedrick was told that he needed to “dress with more
19 formal attire because he represents the department while conducting business as HPSA
20 President and that the city compensates him to be there (with paid time coded as “union
21 leave”).” *Id.* Lt. Hedrick explained to his supervisor that his wearing shorts and t-shirt to the
22 meeting was “an oversight” and that it was not his intent to dress in a way that could be
23 perceived as unprofessional. *Id.*

24 Again, there is nothing in HPSA’s Complaint demonstrating probable cause that the
25 City interfered with, coerced or deterred Lt. Hedrick in the exercise of protected activity under
26 NRS Chapter 288. There is no dispute about the nature of Lt. Hedrick’s attire at the meeting.
27 Nor is there a dispute as to the inappropriateness of wearing shorts and a t-shirt to a union/city
28 meeting. Lt. Hedrick was not punished for his conduct. There was no write-up, suspension,

1 training or other discipline related to his oversight. Instead, Lt. Hedrick was informed that his
2 attire was inappropriate and reminded to dress more professionally in the future. That is all.

3 Lt. Hedrick seems to question the timing of this conversation, suggesting that the
4 "spirited discussion" he had with a Deputy Chief the day before somehow prompted the
5 conversation about his attire. *Id.* at ¶¶24-25. Once again, HPSA's suspicion and speculation
6 are insufficient to establish a justiciable controversy. At the end of the day, there is no dispute
7 that Lt. Hedrick wore inappropriate attire to a meeting, that his supervisor has the right (and
8 responsibility) to remind him to dress professionally, and that Lt. Hedrick was not punished or
9 otherwise disciplined in connection with this event. In short, there was *no interference with a*
10 *protected right.*

11 The facts as alleged in HPSA's Complaint fall far short of establishing probable cause
12 of actionable union busting. Accordingly, the Board should dismiss this claim.

13 IV. CONCLUSION

14 Based on the foregoing, the Board should defer to the Arbitration Decision with respect
15 to the Union Leave Issue. In addition, the Board should dismiss HPSA's remaining claims of
16 union busting for failure to raise a justiciable controversy as there is no probable cause showing
17 interference with protected rights.

18 DATED this 18th day of September 2025.

SNELL & WILMER L.L.P.

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CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of September 2025, the above and foregoing, **RESPONDENT CITY OF HENDERSON'S MOTION TO DEFER TO ARBITRATION DECISION AND MOTION TO DISMISS REMAINING CLAIMS** was electronically filed with the EMRB (emrb@business.nv.gov) and served by depositing a true and correct copy thereof in the United States mail, postage fully prepaid thereon, to the following:

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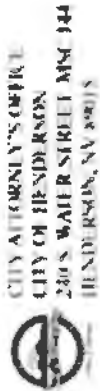


EXHIBIT 1

**LABOR AGREEMENT BETWEEN
CITY OF HENDERSON, NEVADA
AND
HENDERSON POLICE SUPERVISORS ASSOCIATION**

JULY 1, 2021 – JUNE 30, 2025

**LABOR AGREEMENT BETWEEN
CITY OF HENDERSON, NEVADA
AND
HENDERSON POLICE SUPERVISORS ASSOCIATION**

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Preamble	5
1	Recognition	5
2	Association and Management Rights	5
3	Classification and Representation	6
4	HPSA Membership	9
5	Wages	10
6	Pay Day	11
7	Longevity	11
8	Clothing and Personal Effects Allowance	11
9	Insurance	12
10	Safety and Health	12
11	Legal Compliance	12
12	Annual Leave	13
13	Sick Leave	13
14	Other Leaves	16
	Leave of Absence	16
	Jury Duty Leave	17
	Administrative Leave	17
	Military Leave	17
	Bereavement Leave	18
	Family and Medical Leave Act (FMLA)	18

TABLE OF CONTENTS (Cont'd)

<u>Article</u>	<u>Page</u>
15 Holiday Pay	19
16 Shift Arrangement	21
17 Compensation for Service Incurred Accidents or Illness	22
18 Compensation for Non-Service Incurred Accidents or Illness	24
19 Promotional/Qualifying Period	25
20 Overtime Pay	28
21 Retirement	40
22 HPSA Member Discipline/Termination	41
23 Seniority	42
24 Reduction in Force	43
25 Bulletin Boards	44
26 Rules and Regulations	45
27 Lunch and Rest Periods	46
28 Physical Agility Test	46
29 Grievance Procedure	46
30 HPSA Representation	49
31 Check-Off	51
32 Liability Insurance	51
33 Warrant of Authority	52
34 Savings Clause	52
35 Definitions	52

TABLE OF CONTENTS (Cont'd)

<u>Article</u>	<u>Page</u>
36 Duration of Agreement	56
Appendix A Types of Discipline Chart	58
Appendix B Wage Schedule	59
Appendix C FMLA	60

PREAMBLE:

WHEREAS, the CITY of Henderson (the "CITY") is engaged in furnishing essential public services vital to the health, safety and welfare of the population of the City;

WHEREAS, both the CITY and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services;

WHEREAS, both the CITY and the Henderson Police Supervisors Association (the "Parties") recognize this mutual responsibility, and have entered into this agreement as an instrument and means of maintaining the existing harmonious relationship between the CITY and its employees, and with the intention and desire to foster and promote the responsibility of sound, stable and peaceful labor relations between the CITY and its employees;

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the CITY by the statutes of the State of Nevada; and

WHEREAS, the parties have reached an understanding concerning wages, hours and conditions of employment and have caused the understanding to be set out in this Agreement, with the effective dates of July 1, 2021 through June 30, 2025 and

NOW, THEREFORE, the parties do agree as follows:

ARTICLE 1. RECOGNITION:

The City of Henderson, (hereinafter referred to as the "CITY"), and the Police Department (hereinafter referred to as the "DEPARTMENT") recognizes the HENDERSON POLICE SUPERVISORS ASSOCIATION (hereinafter referred to as the "HPSA"), as the bargaining agent for the classifications listed in this Agreement for the purpose of collective bargaining as set forth in NRS 288.

ARTICLE 2. ASSOCIATION AND MANAGEMENT RIGHTS:

Section 1: The CITY and the HPSA agree that the City possess the sole right to operate the Department and that all Management rights remain with those officials. These rights include, but are not limited to:

- (a) Hire, direct, classify, assign, or transfer HPSA Members; except when such assignment or transfer is done as a part of the disciplinary process.
- (b) Reduce in force, demote, or lay off any HPSA Member because of lack of work or lack of money.
- (c) Determine appropriate staffing levels and work performance standards, and the means and methods by which operations are conducted, except for HPSA Member safety considerations.

- (d) Determine work schedules, tours of duty, daily assignments, standards of performance, and/or the services to be rendered.
- (e) Determine quality and quantity of services to be offered to the public and the means and methods of offering those services.
- (f) Determine the content of the workday, including without limitation workload factors, except for HPSA Member safety considerations.
- (g) Take whatever action may be necessary to carry on its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder.
- (h) Manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers, and HPSA Members.
- (i) Promote HPSA Members and determine promotional procedures, as provided in this Agreement.
- (j) Educate and train HPSA Members and determine corresponding criteria and procedures.
- (k) The CITY shall have such other exclusive rights as may be determined by N.R.S. 288.150 and this Agreement.
- (l) The CITY'S failure to exercise any prerogative or function hereby reserved to it, or the CITY'S exercise of any such prerogative or function in a particular manner shall not be considered a waiver of the CITY'S rights reserved herein or preclude it from exercising the same in some other manner not in conflict with the provisions of this Agreement. Notice requirements set forth in this Agreement shall not be deemed as a limitation on the CITY'S right to exercise the prerogatives provided by this Article or the Nevada Revised Statutes.

Section 2: The CITY and the HPSA agree that the HPSA possesses those rights afforded to its members pursuant to NRS 288, NRS 289, State and Federal law, Departmental Policy, and the terms and conditions of this Agreement.

ARTICLE 3. CLASSIFICATION AND REPRESENTATION:

Section 1: The CITY and the HPSA agree that the following classifications are represented by the HPSA:

Police Sergeant
Police Lieutenant
Corrections Sergeant
Corrections Lieutenant

Section 2: Assignment Differential Pay:

- (a) For the period assigned, HPSA Members identified below shall receive assignment differential pay (ADP) as follows:

Specialized Assignments	ADP
Acting Pay	10%
Professional Standards Lieutenant	8%
K-9/ Tactical Response Lieutenant	8%
SWAT Sergeant	8%
K-9 Sergeant	8%
Motors Lieutenant	8%
Motors Sergeant	8%
CRU/PSU Lieutenant	8%
PSU Sergeant	8%
Narcotics/ROP/Intel Lieutenant	8%
Homeland Security Sergeant	8%
Homeland Security Lieutenant	8%
Narcotics Sergeant	8%
ROP/Intel Sergeant	8%
Investigations Lieutenant	8%
Investigations Sergeant	8%
Field Training Supervisor (per Section (c) below)	8%
Training Lieutenant	8%
Training Sergeant	8%
Support Lieutenant (Jail)	8%
Intelligence Lieutenant (Jail)	8%
Intelligence Sergeant (Jail)	8%
Technical Services Lieutenant	8%
Accreditation Sergeant	8%
IAB Lieutenant	8%
IAB Sergeant	8%
CRU Sergeant	8%
Administrative Sergeant	8%
Administrative Lieutenant	8%
PIO Lieutenant	8%
Special Programs and Services Sergeant (Jail)	8%
Special Programs and Services Lieutenant (Jail)	8%

If determined necessary by the Chief of Police that new specialized assignments are required and are eligible for ADP, a Sergeant and/or Lieutenant will receive the applicable ADP.

- (b) Assignment differential pay is a temporary monetary compensation paid to HPSA Members who are assigned to the assignment categories indicated above. ADP assignments are not promotional and therefore, no property rights exist. Employees shall only receive ADP pay for the duration of their assignment and the elimination of an ADP does not constitute a reduction in salary as defined in NRS 289.010.

The parties recognize that certain specialized assignments require

flexibility in work hours, locations and the sharing operational guidance during active enforcement incidents.

- (c) The number of required employees serving as Field Training Supervisors (FTS) will be based upon the number of projected promotions and the needs of the department. Those individuals assigned as an FTS will receive the appropriate PERS eligible ADP as defined in Section 2 (a) for the period(s) of time they are assigned and developing a Supervisor trainee, with a two (2) pay period minimum assignment. Extensions of the original assignment will be made on a full-pay period basis. Field Training Supervisors who are not assigned a trainee but who fill in as an FTS in the absence of a trainee's assigned FTS will receive the appropriate ADP as defined in Section 2 (a), on a day for day basis.
- (d) K-9 handlers will receive the equivalent of five (5.0) overtime hours of compensation bi-weekly per dog, for the at-home care, grooming, transportation, and feeding of the dog.
- (e) Police Sergeants and Lieutenants assigned to motorcycles will receive the equivalent of one and one-half (1.5) overtime hours bi-weekly for the off-duty maintenance and care of the motorcycle assigned to them.

Section 3: Shift Differential: For those HPSA Members whose 51% of the hours worked fall after 2:00 p.m. shall receive a 4% swing shift differential. For those HPSA Members whose 51% of the hours worked fall after 8:00 p.m. shall receive a 6% graveyard shift differential.

Shift Differential	4% swing shift
	6% graveyard shift

- (a) Upon re-assignment, differential pay would cease if no longer applicable. An exception to this policy would be in the case where an HPSA Member is injured in the line of duty, working modified duty, and whose normally assigned shift is other than days. In such cases, the HPSA Member will receive full salary, including shift differential.
- (b) Shift differential pay is a temporary monetary compensation paid to the HPSA Member who is assigned to the shifts indicated above. Employees working swing or graveyard shifts who are assigned to day shift to accommodate requests for temporary modified duty for non-occupational injury or illness will not receive shift differential for the duration of that accommodation. Shift differential shall continue to be paid during vacation leave, sick leave, and any other paid leaves, including administrative leave authorized by the Chief of Police or designee
- (c) Members assigned to swing, or graveyard shifts receive shift differential for all hours worked, including overtime. Conversely, day

shift employees do not receive shift differential when working overtime on swings or graveyard shifts. HPSA Members who receive overtime per the provisions of Article 3 Section 2 (d) and (e), will be paid shift differential for those hours.

- (d) Temporary assignments: HPSA Members that are assigned to a shift on a temporary basis through a written order from the Chief of Police, will be paid the applicable shift differential for the actual shift they work. For example: a dayshift employee assigned to a graveyard shift will receive graveyard shift differential and a graveyard shift employee assigned to day shift will receive no shift differential. Shift differential while on vacation or sick leave during this temporary assignment will be paid in accordance with the appropriate differential for the shift assigned.

Section 4: Bilingual Pay: HPSA Members who are eligible for bilingual pay must pass a City of Henderson approved Spanish proficiency examination at the City of Henderson's expense to receive a monthly payment of \$80.00 per month, beginning the first month after they have successfully completed the assessment. The payment will be received in the HPSA Member's paycheck. Once an HPSA member has successfully completed the mandatory assessment, they will not be required to complete another exam unless they voluntarily withdraw and then wish to re-enter the program. Should the HPSA Member demonstrate an unwillingness to utilize his second language skills for the benefit of the department, the department may remove the individual from the list and bilingual pay will cease for that individual.

Section 5: Acting Pay: Sergeants and Lieutenants who are directed via department Special Order by the Deputy Chief of Police, Chief of Police, or designee, to temporarily accept the responsibilities of their superior officer (Lieutenant or Captain) will be awarded acting pay. Acting pay shall be paid at a rate of ten percent (10%) higher than the HPSA Members current hourly rate and be in addition to any applicable shift differential and assignment differential if the elevated responsibilities are in a position eligible for an assignment differential.

Section 6: For full-shift absences where a Sergeant serves as Watch Commander, they will receive an eight percent (8%) premium for their shift. The Lieutenant designated as the Watch Commander will receive a 6% premium for all hours worked as the Watch Commander.

ARTICLE 4. HPSA MEMBERSHIP:

Section 1: HPSA membership shall be at the sole discretion of the employee.

Section 2: HPSA membership shall carry no validity in reclassification of an employee.

Section 3: The HPSA shall evidence in writing to the CITY all current officers of the HPSA representing employees under this Agreement.

ARTICLE 5. WAGES:

Section 1: Lump-Sum Bonus

Each member will receive a one-time lump-sum payment of one thousand five hundred (\$1,500) dollars. This payment will be made within two pay periods following the approval of this agreement.

For the years between July 1, 2022 – June 30, 2025, if HPOA members receive a lump-sum payment in lieu of wages, HPSA members will receive the same lump-sum payment under the same parameters as the HPOA payment. Notwithstanding the language in Article 36 or any other language in this Agreement, after the expiration date of the Agreement, which ends on June 30, 2025, HPSA will not be entitled to any lump-sum payments received by HPOA members as provided in this Section, and the City will not pay any other matching lump-sum payments. Subject to the provisions of (NRS 288 as amended), any lump-sum payment due to HPSA will be made in the same pay period as the HPOA payment.

Section 2: Wages:

Subject to the provisions of (NRS 288 as amended), and Section 1 above, effective the first pay period that includes July 1 of each fiscal year, the base wage of classifications covered by this Agreement shall be increased by the same general wage increase negotiated by the Henderson Police Officers' Association (HPOA). If the HPOA has not negotiated a wage modification by the beginning of the fiscal year, modifications to the HPSA wage schedule will occur on the same effective date of any subsequent HPOA wage schedule change.

- (a) This HPSA wage schedule reflects a twenty-five percent (25%) hourly wage differential between police and corrections officers and their respective sergeants. It also reflects a twenty percent (20%) hourly wage differential between police and corrections sergeants and their respective lieutenants. These percentage differentials will be maintained after each negotiation between the Henderson Police Officers' Association and the CITY.
- (b) The wage schedule for HPSA members covered by this Agreement is defined in Appendix B of this Agreement. The implementation details of this wage schedule and Step assignments for promotions after the effective date of this Agreement are included in Appendix B of this Agreement.

Section 3: Newly promoted HPSA members will establish and maintain a Step Increase Date that will mirror their promotion date and will not receive an additional Step increase at the end of their qualifying period.

- (a) Should subsequent negotiations between the Henderson Police Officers' Association and the CITY produce additional Steps above the current Thirteen (13) Step wage schedule, the CITY will add an

additional Step(s) to this wage schedule if a complimentary Step that reflects the 25% and 20% differential does not already exist.

- (b) Should subsequent negotiations between the Henderson Police Officers' Association and the CITY produce a wage schedule that increases the current five percent (5%) spread between each Step, the CITY will make the same change to the HPSA wage schedule.

Section 4: In the event of an employee's death, the CITY will help the beneficiaries fill out the necessary forms and ensure that they are properly signed in order to ensure that the beneficiaries will receive any monies due them.

- (a) A deceased employee's final paycheck, including wages earned and all payable leave accruals per this Agreement, will be distributed to the beneficiary(s) designated on the employee's COH Final Check Beneficiary Form, or the City-provided life insurance form if the Final Check Form has not been completed. If no such beneficiary(s) exist, the proceeds will be dispersed per NRS 281.155.

Section 5: The City will continue to make an \$118.28 contribution each pay period to a retirement health saving plan (RHS). This amount reflects the \$22 per pay period deduction per the provisions of the Joint Benefits Agreement.

ARTICLE 6. PAY DAY:

Pay day shall be bi-weekly and in no case shall more than five (5) regularly scheduled work days' pay be held back from the end of the pay period. All payroll-generated compensation will be made by electronic direct deposit to the HPSA Members' identified accounts, except for those circumstances where electronic deposit is temporarily unavailable to the Member. The Member should contact Payroll in advance if direct deposit is temporarily suspended.

ARTICLE 7. LONGEVITY:

In the event any other labor agreement with the City of Henderson incorporates and/or reinstates Longevity pay, the HPSA may request to reopen negotiations of the terms of Article 5 Wages and/or Article 7 Longevity, and such negotiations will commence no later than 30 days after the HPSA's request.

ARTICLE 8. CLOTHING AND PERSONAL EFFECTS ALLOWANCE:

Section 1: Effective the 1st month after City Council approval of this Agreement, the CITY shall provide a uniform allowance in the amount of One-Hundred Dollars (\$100.00) per month to each full-time HPSA member for the purchase and maintenance of uniforms. Such allowance shall be paid monthly and added to the HPSA Members' paycheck.

Section 2: Uniform standards shall be at the discretion of the CITY and as further specified in the Departmental Rules and Regulations.

Section 3: Upon any changes in the existing police uniform, including but not limited to the addition of clothing, equipment or related items, the party requesting the

change shall bear the initial expense. Any changes initiated by the HPSA must receive the approval of the CITY.

Section 4: For those HPSA Members assigned to the motorcycle unit of the Henderson Police Department, the CITY agrees to purchase the following initial clothing and safety equipment:

- (a) Two pair of boots
- (b) Two pair of pants
- (c) One pair of night safety glasses
- (d) One pair of safety glasses

It is understood that any additional uniforms or replacements will be at the HPSA Members expense.

ARTICLE 9. INSURANCE:

This Article has been deleted from this Agreement and replaced by the terms of the Joint Benefits Agreement between the City, Local 1883 IAFF, the HPOA and HPSA; with a term of January 1, 2019 through December 31, 2022. Should the Joint Benefits Agreement fail to be extended or potential legislative changes render the purpose of the agreement moot, the City acknowledges that "Insurance benefits" are a mandatory subject of bargaining as defined in NRS 288.150 (f).

ARTICLE 10. SAFETY AND HEALTH:

Section 1: The CITY agrees to provide annually a physical examination as required by NAC 617 and NRS 617 to all personnel in the HPSA with a copy of the results inserted into the HPSA Members confidential health file. The CITY will allow four (4) hours of overtime pay to each HPSA Member to complete this physical. These hours do not qualify for shift differential pay. The physical will be conducted on a member's off-duty time.

Section 2: HPSA Members agree to comply with the City and Police Department smoking policies.

ARTICLE 11. LEGAL COMPLIANCE:

The City of Henderson and the HPSA agree to fully comply with all Federal, State or local laws and executive orders pertaining to all aspects of employment with the City.

All references to an HPSA Member also cover any employee classification represented by this Agreement who is not a dues paying member of the HPSA. It is understood that only dues-paying HPSA Members in good standing shall have voting rights for Agreement ratification, or any other rights per the HPSA Constitution and By Laws.

ARTICLE 12. ANNUAL LEAVE:

Section 1: Annual leave will accrue and be credited on a monthly basis at the established rate according to the employee's years in service as follows:

Years of Service	Hours of Vacation
6th through 12th	160
13th and beyond	200

Section 2: HPSA Members may accumulate and carry over annual leave up to a maximum of 480 hours plus accrued bonus days, if applicable. Any annual leave which exceeds the allowed maximum will be forfeited on the last day of the last full or partial pay period charged to the calendar year.

Section 3: HPSA Members who separate from employment for any reason are entitled to payment for unused annual leave up to 480 hours plus accrued bonus days in the fiscal year prior to the year of separation from City employment. This payout is calculated using the base hourly rate and does not include any form of differential pays.

Section 4: In the case of death of a HPSA Member during his tenure with the CITY, 100% of the employee's unused annual leave shall be paid to the employee's designated beneficiaries per the provisions of Article 5 Section 4(a).

Section 5: Application for annual leave must be approved in advance of taking leave.

Section 6: In exceptional circumstances, HPSA Members may be advanced annual leave, subject to approval of the Chief of Police and the City Manager or designee.

Section 7: An HPSA Member who has taken annual leave beyond that accrued at the time of termination shall reimburse the City via deduction from their final paycheck for any amount owed.

Section 8: No monthly annual leave benefits will accrue if an employee is on an unpaid leave of absence for fifty percent (50%) or more of the month. If employment ends during the 1st fifteen (15) days of the month, no annual leave accrues for that month. If employment ends after the 15th of the month, an additional monthly accrual will be credited to the employee. "Employment ends" is defined as the last day on the CITY's payroll.

Section 9: It is the HPSA Members' responsibility to assure that their annual leave balances do not exceed the maximum allowable accumulated annual leave at the end of the designated calendar year. The CITY will not be responsible for making up any time forfeited at the end of the year that is caused by an individual taking insufficient vacation time.

ARTICLE 13. SICK LEAVE:

Section 1: Sick leave shall accrue at the rate of ten (10) hours per month commencing on the first day of hire into a regular position. Sick leave is earned by active

employees on the 1st day of the month.

- (a) HPSA Members shall be paid their current hourly rate for each hour of sick leave used.

Section 2: Sick leave will accrue on an unlimited basis.

Section 3: Upon approval of the Chief of Police or designee and Director of Human Resources or designee, sick leave may be used by HPSA Members who are:

- (a) Incapacitated from the performance of their duties by illness or injury, or
- (b) Whose attendance is prevented by public health requirements, or
- (c) Who are required to absent themselves from work for the purpose of keeping an appointment with the doctor; or
- (d) Who are required to absent themselves from work to personally care for a member of their immediate family in those medical situations which require the employee's prompt attention.

Section 4: With the exception of sick leave depletion, annual leave shall not be used in place of sick leave.

Section 5: HPSA Members shall call in as required by department policy before the beginning of their shift when using sick leave.

Section 6: HPSA Members who have exhausted all accumulated sick leave will be granted the use of accrued annual leave, floating holidays, banked holidays, then donated leave. Leave without pay may be granted when all other paid leaves are exhausted.

Section 7: HPSA Members covered by this Agreement shall be subject to the following requirements for payment of such leave:

- (a) Sick leave may not be used for any gainful employment, pursuit of personal business, recreation, travel for recreation, non-sick leave purposes, or other non-sick leave related activity, unless approved in advance by the Chief of Police or designee.
- (b) Physician's Certificate of Recovery and Fitness: A certificate of recovery and fitness shall be submitted by all HPSA Members upon return to work from any illness that required the use of sick leave for periods longer than three consecutive working days.
- (c) An employee who accrues more than eight (8) incidents of sick leave usage in a twelve (12) month rolling period looking back from the latest incident may be subject to disciplinary action up to and including

termination.

- (1) Incident of Use (Sick Leave): Any period of continuous absence for the same reason, or the use of sick leave for an individual non-chronic condition's repeated treatment shall be considered one incident. Use of sick leave for a scheduled medical/dental appointment or when on approved FMLA leave shall not constitute an incident of sick leave. An incident will be defined as a period of continuous absence for an item defined in Section 3 of this Article no matter how long that incident lasts. After returning to work, absences for the same incident that requires continued treatment will not be counted as a separate incident.
- (2) Unscheduled patterned absences utilizing sick leave associated with normal days off, scheduled leave or holidays are not subject to the eight (8) incident threshold and after being counseled about such patterned absences a HPSA Member may be subject to discipline if these types of absences continue.
- (d) HPSA Members shall report to work if recovery of illness is made during the normal work hours. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave purposes, or other such activity when a HPSA Member is on such leave is considered evidence of abuse of sick leave unless approved in advance in writing by the Chief of Police or designee. This does not preclude the HPSA Member from the ability to vote, attend religious services or engage in other activities which are constitutionally protected.

Section 8: Employees with one or more years of full-time service, who use no more than the sick leave usage outlined below during the fiscal year shall receive bonus hours of vacation credited in July annually on the following schedule:

0 – 1 day usage	-	4 days bonus
1.1 – 2 days usage	-	3 days bonus
2.1 – 4 days usage	-	2 days bonus

Section 9: HPSA Members, hired prior to July 1, 1995, upon separation for any reason excluding disciplinary termination, shall be paid for all accrued unused sick leave not to exceed 1600 hours.

- (a) In the case of death of a HPSA Member hired prior to July 1, 1995 during his tenure with the CITY, 100% of the HPSA Members' unused sick leave shall be paid to the HPSA Members' designated beneficiaries per the provisions of Article 5 Section 4 (a).

Section 10: (a) Effective July 1, 1995, for HPSA Members hired on July 1, 1995 or after, with six (6) or more years of service, upon termination for any reason excluding disciplinary termination, sick leave hours accrued

shall be computed based upon the HPSA Members' base hourly rate, and shall be paid for all accrued sick leave hours not to exceed 500 hours.

- (b) Effective July 1, 1995, for HPSA Members hired July 1, 1995 or after, with twenty (20) years or more of service, upon termination for any reason excluding disciplinary termination, sick leave hours accrued shall be computed based upon the HPSA Members' hourly rate, and shall be paid for all accrued sick leave hours not to exceed 900 hours.
- (c) Effective July 1, 1995, HPSA Members hired July 1, 1995 or after, upon retirement under the provisions of the Nevada Public Employees Retirement System, or HPSA Members, upon termination from the CITY, who retire under the provisions of the Social Security Act, shall be paid for all accrued unused sick leave not to exceed 900 hours.
- (d) Effective July 1, 1995, in the case of death of a HPSA Member hired after July 1, 1995, during his tenure with the CITY, 100% of the HPSA Members' unused sick leave shall be paid to the employee's designated beneficiaries per the provisions of Article 5 Section 4 (a).

- Section 11: (a) Effective July 1, 2015, for HPSA Members hired by the City on July 1, 2015 or after who have completed six (6) years of service, upon termination for any reason excluding disciplinary termination, sick leave hours accrued shall be computed based upon the HPSA Members' base hourly rate, and shall be paid accrued sick leave hours equal to similarly situated HPOA members.
- (b) Effective July 1, 2015, in the case of death of a HPSA Member hired by the City after July 1, 2015, during his tenure with the CITY, 100% of the HPSA Members' unused sick leave shall be paid to the employee's designated beneficiaries per the provisions of Article 5 Section 4 (a).

ARTICLE 14. OTHER LEAVES:

Section 1. **Leave of Absence:** Leave of Absence shall be granted as follows:

- (a) Upon approval of the Chief of Police and City Manager or designee, an HPSA Member may be granted an unpaid leave of absence for good and valid reasons up to 90-days. During such leave, the HPSA Member will not accrue annual or sick leave. An HPSA Member will not be eligible to earn service credit toward a step increase, completion of probation, qualifying period, or seniority.
- (b) An HPSA Member may be suspended without pay for an indefinite period of time if: (1) The employee is arrested for felony charges or; (2) If felony charges are filed against the employee in a court of law. In either of these cases, the employee's suspension may continue

until the matter is either: (1) In the case of an arrest, if there is good cause for the Chief of Police to believe that felony charges will not be filed against the employee in a court of law, or; (2) In the case felony charges having been filed against the employee in a court of law, the matter or matters are adjudicated or dismissed by the court. If the felony charges are not sustained (found not guilty of the felony charge), the CITY may still administer discipline if the CITY can substantiate misconduct under HPD or City policy. If the HPSA Member remains on suspension without pay after the Department disciplinary review is completed and is subsequently found not guilty of the felony charge, the Member would be reinstated with full pay, benefits and seniority, not to exceed eighteen (18) months from the date the Member was placed on suspension without pay for an off-duty incident and up to thirty-six (36) months for an active duty incident.

Suspension without pay under Section 1 (b) requires an Administrative Hearing and must be approved by the Chief of Police.

Section 2: Jury Duty Leave:

- (a) HPSA Members who are called for jury duty, including grand jury leave, will be paid regular pay for time served during their scheduled working hours. All jury duty pay will be retained by the HPSA Member. HPSA Members assigned to swing shift, or grave shift will have their shift adjusted to the hours required to complete jury duty on a normally scheduled work day.
- (b) Those persons called but not selected to serve on the jury or who complete the day's jury duty prior to the end of their normal shift shall report back to work when excused.

Section 3: Administrative Leave: The Chief of Police, City Manager or designee, has the authority to grant administrative leave as deemed necessary.

Section 4: Military Leave: Military leave shall be granted as follows: When an HPSA Member enters any branch of the Armed Forces of the United States, whether by enlistment, recall to active duty, selective service, or call to duty from the Nevada National Guard or other military reserve unit the following rules shall apply:

- (a) The HPSA Member shall be provided military leave.
- (b) During the period of military service, the HPSA Member shall retain all rights to which he is entitled under the provisions of the Charter of the CITY, State and Federal law and this Agreement.
- (c) After the completion of service the HPSA Member may be restored to his former position if it appears to the satisfaction of the department head, after such examinations as may appear necessary, that the

HPSA Member is able to perform his former service to the CITY, provided that the HPSA Member makes written application for immediate reinstatement within ninety (90) days after receiving an honorable discharge or release from active duty. The provisions of this subsection shall not apply to any HPSA Member receiving other than an honorable discharge.

- (d) Persons employed to fill positions becoming vacant under these rules shall hold such positions subject to being transferred to another post or assignment upon the reinstatement of the returning HPSA Member to his former position in accordance with subsection (c).
- (e) An HPSA Member having a reserve status in any of the regular branches of the Armed Services of the United States or Nevada National Guard, upon request to serve under orders for training duty shall be relieved from his duties, upon request, to serve under orders on training duty without loss of pay for a period not to exceed 210 hours in any one calendar year. The HPSA Member shall file with the CITY a copy of such orders indicating thereon the date said duty is to commence and the date duty is to cease. The HPSA Member shall receive his regular compensation in addition to his military pay. It is understood that this provision is in accordance with NRS 281.145.
- (f) An HPSA Member having reserve status that is activated to serve on a full-time basis due to an extended military action will receive additional compensation from the CITY, to supplement their military pay, up to the Member's regular base pay for the duration of this activation.

Section 5: Bereavement Leave: Upon the death of an immediate family member, an HPSA Member will be granted three (3) consecutive workdays of bereavement leave. Bereavement leave is independent of other types of leave.

- (a) In the event the funeral services are held 400 miles or more from the City limits of Henderson, Nevada, one (1) additional workday of bereavement leave may be granted. This may be extended at the discretion of the Chief of Police, City Manager or their designee.
- (b) Immediate family is defined as an HPSA Members' spouse, mother, father, child, foster child, in loco parentis, stepchild, brother, sister, mother-in-law or father-in-law, half-brother, brother-in-law, half-sister, sister-in-law, daughter-in-law, son-in-law, grandchild, grandparent, spouse's grandparent, stepparent, or any person permanently living in the employee's household.

Section 6: Family & Medical Leave Act (FMLA): The CITY will comply with the Family Medical Leave Act as detailed in this 1993 legislation. Highlights of the Act are:

- Up to 12 weeks of leave that may be paid or unpaid leave
- Leave can be taken for the birth or adoption of a child, providing care for a

spouse, child, or parent that have a serious health condition as defined within the Act

- Your own serious health condition

HPSA Members with questions about FMLA are encouraged to consult with the Risk Manager within Human Resources and/or the HPSA. Additional details concerning the Family Medical Leave Act are included in Appendix C at the end of this Agreement.

ARTICLE 15. HOLIDAY PAY:

Section 1: The following days are declared to be the holidays for all members of the HPSA and are observed on the calendar day of the actual holiday. Holidays that fall on Saturday and Sunday are moved to the adjacent work day by Nevada PERS. Christmas Eve is not a PERS-designated holiday.

1.	New Year's Day	January 1st
2.	Martin Luther King Day	Third Monday in January
3.	Presidents Day	Third Monday in February
4.	Memorial Day	Last Monday in May
5.	Juneteenth	June 19th
6.	Independence Day	July 4th
7.	Labor Day	First Monday in September
8.	Nevada Day	Last Friday in October
9.	Veterans	November 11th
10.	Thanksgiving Day	Fourth Thursday in November
11.	Family Day	Friday following Thanksgiving
12.	Christmas Eve	December 24th
13.	Christmas Day	December 25th

And any day that may be designated by the State Legislature and made applicable to local government employers.

Section 2:

- (a) All full time HPSA Members shall receive ten (10) hours of holiday pay for the holiday at straight time. For those HPSA Members that are required to work on the holiday, they will receive double time (premium pay) for hours worked on their regular shift, for up to ten (10) hours.
- (b) Shift swaps are permitted on a holiday are subject to the following:
 - (1) The shift swap must be approved by a Captain or above in advance of the shift swap.
 - (2) The employee who actually works on the holiday will receive the premium pay but will not accrue a holiday banked earned for that holiday.

(3) The employee who has the day off will accrue a holiday bank earned for that holiday.

(4) Employees may only swap full shifts.

- (c) Should an HPSA Member work overtime as an extension of their regular shift on a holiday, they would be paid at the applicable overtime rate consistent with Article 20 of this Agreement.
- (d) Nevada PERS-eligible holidays cover the hours of Midnight through 11:59 P.M. on the PERS-designated day. Accordingly, HPSA Members who work on a holiday will continue to receive 10 hours of both holiday pay and double time premium pay and will record their payroll hours per Article 16 Section C with the appropriate Holiday TRC codes. Should an HPSA Member, work beyond their regular shift on a holiday, they will be compensated at the appropriate overtime rate.
- (e) For Corrections Supervisors Working the Twelve (12) Hour Schedule:
 - (1) The HPSA Member working the holiday on a twelve (12) hour shift will be paid 10 hours of holiday pay and the double time premium for their regular hours on their assigned shift that day, not to exceed twelve (12) hours.
 - (2) The HPSA Member observing and not working the holiday on a regularly scheduled twelve (12) hour shift will record ten (10) hours of holiday pay and two (2) hours of annual leave, floating holiday or banked holiday.
 - (3) The HPSA Member assigned to the eight (8) hour shift on the holiday, who works beyond the end of their shift, would receive double time premium pay for up to ten (10) hours before reverting to the appropriate overtime rate.
 - (4) The HPSA Member assigned to the eight (8) hour shift and observing the holiday would record eight (8) hours of holiday pay (H), and 2 hours of holiday banked earned (HBEP).

Section 3: In order to receive holiday pay, the HPSA Member must work, or be on annual leave, sick leave, leave without pay approved by management, or be on a scheduled day off the day preceding and/or following a holiday. In the case of sick leave, documentation may be required by the supervisor in the form of a doctor's certificate confirming the Member was unable to work. A HPSA Member that uses sick or annual leave for the week of a holiday will receive ten (10) hours of holiday pay on the holiday in lieu of any other leave payment.

Section 4: Floating Holidays: HPSA Members will be eligible for two (2) floating holidays each calendar year. The floating holidays will be scheduled in the same

manner as a vacation day.

The floating holidays must be used within the calendar year and cannot be carried over to the following year. If an HPSA member schedules their floating holiday and is then called into work during their normal work hours, they would be paid as if they were working any holiday defined in Section 2.

Section 5: Effective September 2017, September 11th Memorial Holiday: All HPSA Members will be provided the September 11th Memorial Holiday each calendar year. The holiday is equal to ten (10) hours of regular pay at the base hourly rate and will be paid in the pay period that includes September 11th. This holiday provides 10 hours of additional compensation and is not available as paid time off; is not considered time worked for the purpose of overtime calculations and is not PERS-eligible compensation. New hires beginning their employment before July 1st will receive the September 11th Memorial Holiday in the year of hire.

Section 6: Holiday on a Normal Day Off: Should a holiday fall on the HPSA Members' regularly scheduled day off, the Member shall bank the equivalent hours for future time-off with pay. All HPSA Members will be required to bank holidays that fall on normal days off.

- (a) For the term of this Agreement, HPSA Members will not be limited in the number of hours of banked holidays accumulated. Holiday hour banks will carry over from year to year and must be utilized prior to termination or retirement. Any hours remaining at termination or retirement will be forfeited. Banked holiday hours must be scheduled in the same manner as annual leave.
- (b) In the event of an HPSA Members death, the CITY shall pay 100% of the Members unused banked holiday hours per the provisions of Article 5 Section 4 (a).
- (c) In the event an HPSA Member is subject to layoff per the provisions of Article 24 of this Agreement, they would be paid for unused banked holiday hours at the time of layoff.

Section 7: Administrative Leave for Critical Incidents: HPSA members who are on administrative leave for a critical incident due to a use of force investigation shall receive the holiday premium pay benefit for holidays they were scheduled to work as though the member was working their regular work schedule.

ARTICLE 16. SHIFT ARRANGEMENT:

Section 1: The work schedule shall consist of four (4) consecutive ten-hour shifts. Corrections Sergeants and Corrections Lieutenants may work schedules that consist of six (6) twelve-hour work days with one (1) eight-hour work day per bi-weekly pay period.

- (a) Whenever deviations from regular shift hours are necessary, the supervisor shall provide HPSA Members with sufficient notification prior to such deviation. Sufficient notification is deemed to be a minimum of 48 hours. Such notice shall not be required for emergency work.
- (b) The CITY reserves the right to alter or temporarily change the work schedule, shift and/or hours of an HPSA Member to accommodate the HPSA Members attendance at:
 - (1) Training as provided out of the City or State
 - (2) In-house training longer than four days
 - (3) Special assignments not to exceed one year unless mutually agreed upon by the Chief of Police and the HPSA Member concerned.
- (c) HPSA Members working graveyard shifts shall record 100% of their work hours for payroll purposes on the day where they work 51% or more of their regular hours. PERS eligible holidays require specific time recording codes to comply with PERS regulations.

Section 2: There shall be no split shifts or split schedules unless covered under Section 1 above or by mutual Agreement.

Section 3: Any unusual circumstances causing deviation from the aforementioned hours shall be discussed by the HPSA and the CITY.

Section 4: The policy regarding time change during the Spring and Fall shall be as follows:

- (a) HPSA Members on a four day work week scheduled to work graveyard shift during the Spring time change shall work nine (9) hours but be paid for ten (10) hours.

HPSA Members in the Corrections Facility working a twelve (12) hour shift during the Spring time change shall work eleven (11) hours but be paid for twelve (12) hours.

- (b) HPSA Members on a four day work week scheduled to work graveyard shift during the Fall time change shall work eleven (11) hours but be paid for ten (10) hours.

HPSA Members in the Corrections Facility working a twelve (12) hour shift during the Fall time change shall work thirteen (13) hours but be paid for twelve (12) hours.

ARTICLE 17. COMPENSATION FOR SERVICE INCURRED ACCIDENTS OR ILLNESS:

Section 1: HPSA Members shall be covered by a workers' compensation program of the CITY's choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS Chapter 616) and the Nevada Occupational Diseases Act (NRS Chapter 617) and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.

Section 2: HPSA Members injured on the job, with an accepted workers' compensation claim, will receive full salary while away from work due to their injury for a period not to exceed 850 hours.

The HPSA Member, in exchange for salary continuation, will endorse workers' compensation payments received from the workers' Compensation Administrator back to the CITY.

Any hours that are charged to workers' compensation, up to the 850 hours of salary continuation, will not affect an HPSA Member's sick or annual leave accruals.

Section 3: Upon expiration of the 850 hours of salary continuation, the HPSA Member who continues to receive workers' compensation benefits may elect to use their previously accumulated sick leave, then annual leave, and shift trades to receive a full salary. In the event the HPSA Member has exhausted all of the above, the CITY may authorize additional paid time at its discretion. The Finance Department will calculate sick and annual leave usage.

Section 4: HPSA Members shall be granted an additional one thousand (1000) working hours as defined in Section 2 hereof, for disabilities incurred in the line of duty involving a deadly weapon. "Deadly weapon" is defined as "a weapon which, from the manner used, is calculated or likely to produce death or serious bodily injury".

Section 5: If, as a result of a licensed physician's evaluation and prognosis, it appears that the HPSA Member will not return to his regular CITY job, the CITY may require a medical separation.

Section 6: The CITY may disallow the salary continuation benefit provided in Section 2 herein, upon a finding by a preponderance of the evidence that the employee is abusing this benefit. The suspension of this benefit does not preclude the Department from completing a proper investigation and potentially issuing the appropriate disciplinary action. Any such investigation will be conducted in accordance with all IAB procedures and members will be provided with all rights guaranteed under NRS 289, the Nevada Peace Officer Bill of Rights.

Section 7: Before the CITY grants these benefits, the HPSA Member shall comply with reasonable administrative procedures established by the CITY. The CITY may also request, at its option and expense, that the HPSA Member be examined by a physician appointed by the CITY. The examining physician shall provide to the CITY and the HPSA Member a copy of his medical

findings and his opinion as to whether or not the HPSA Member is able to perform his normal work duties and/or whatever, if any, work duties the HPSA Member is able to perform or unable to perform. The CITY may further require that such injured HPSA Member make himself available for light duty work as soon as possible after release by a qualified physician which may be either CITY or HPSA Member appointed.

- (a) Temporary modified duty assignments will be at the sole discretion of the Chief of Police and Human Resources Director, or designee as provided in NRS 288.150 3(c)(2).
- (b) HPSA Members on temporary modified duty will not be eligible for acting pay, overtime pay or any other premium pay, except in the case of an emergency. HPSA Members receiving shift differential will be paid in accordance with Article 3 Section 3 (a).
- (c) HPSA Members that are released to modified duty by the treating physician, offered such work by the City and refuse to perform modified duty, may supplement their salary continuation benefit defined in Section 2 with any paid leave.

Section 8: The CITY will comply with the NRS Chapters 616 and 617, and the Nevada Administrative Code for rehabilitation of an HPSA Member with an industrial injury or occupational disease that resulted from employment with the CITY. An injured HPSA Member of the CITY may be returned to work with the CITY in any available position for which the HPSA Member is qualified and which accommodates the HPSA Member's limitations.

- (a) The HPSA Member may be appointed to the position even if there is an existing list for the classification that does not contain the HPSA Member's name.

ARTICLE 18. COMPENSATION FOR NON-SERVICE INCURRED ACCIDENTS OR ILLNESS:

Section 1: An HPSA Member who is incapacitated due to non-service incurred accident(s) or illness shall be entitled to draw his full wage against sick then annual leave accrued to his benefit.

Section 2: The HPSA Member will continue to be eligible for benefits from the City Self-insured Benefit Plans while they are utilizing previously accrued sick, personal time off, banked holidays or any other paid leave during the time of absence from work.

Section 3: Upon exhausting all available leave, the CITY, at its sole discretion, shall determine whether the HPSA Member shall be retained in his current position and in CITY employment.

Section 4: Temporary Light Duty: An HPSA Member incapacitated due to an injury or illness that is not work related may, at the option of the CITY, be employed

in other work on a job within the CITY which a physician determines the HPSA Member is able to perform. The HPSA Member shall be paid one-hundred percent (100%) of the HPSA Member's current base pay grade, providing no current employee is displaced or laid off as a result of such placement.

- (a) An HPSA Member making the request for temporary light duty shall submit the request to the Chief of Police or designee or Human Resources with a letter from the physician outlining the restrictions and approximate time the HPSA Member could return to full duty.
- (b) All requests for temporary light duty assignments shall be reviewed by Human Resources for approval of eligibility. Requests approved by Human Resources shall be referred to the Chief of Police or designee to determine if work assignments are available that meet the employee's work restrictions.
- (c) The length of the assignment will be temporary based upon factors which include, but are not limited to operational needs, treatment plans and restrictions as outlined by the physician, etc. The HPSA member may be asked to resubmit the request and provide additional documentation from the physician, as appropriate, throughout the term of the light duty assignment. Renewal requests for light duty must follow the same criteria as contained in this Section (a).
- (d) The authorization for temporary light duty can be denied or withdrawn and this action will not be subject to the grievance procedure.

Section 5: The CITY will allow an absence of up to a total of six (6) months, or to the extent the HPSA Member has any type of paid leave available, whichever is greater. If an HPSA Member has less than six months of paid leave available, the HPSA Member must use all of their paid leave to be eligible for extended leave of up to the total of six (6) months of absence. Any HPSA Member who is on leave without pay per the provisions of this Section, will remain eligible for benefits from the City's Self-insured Benefit Plan. At the end of this extended leave the employee may be medically separated. If the employee is medically separated, they will be eligible for COBRA coverage through the City's Self-insured Benefit Plan.

ARTICLE 19. PROMOTION/QUALIFYING PERIOD:

Section 1: The term "promotion" means the advancement of an HPSA Member to a post of higher grade. All promotions shall be subject to a qualifying period of six (6) months.

- (a) The CITY reserves the right to extend said qualifying period for an additional three (3) months.
- (b) The HPSA shall be notified, in writing, of such extensions.

- (c) HPSA Members serving in qualifying period status who are absent from work in excess of one work week shall automatically have their qualifying period extended for a like amount of time.

Section 2: Insofar as practicable and consistent with the best interest of the CITY, all vacancies in the HPSA within the Police Department shall be filled by promotion from within the HPSA (for Lieutenant) or Police Department members holding the rank of officer (for Sergeant) after an examination has been given and a promotional list established.

- (a) To be eligible for promotional testing to the rank of Police or Corrections Lieutenant, no less than three years as a Police or Corrections Sergeant with the City of Henderson Police Department will be required.

- (1) If the pool of eligible candidates for promotional testing to the rank of Police or Corrections Lieutenant is insufficient for testing purposes (less than 3 people), the Chief of Police will contact the President of the HPSA and discuss the need for a lower minimum year service requirement (i.e. two years, one year, etc.). It is understood that the lowering of the minimum year service standard would be accomplished through a

Memorandum of Agreement and would be for that testing cycle only, and that the requirements in Section 2A will resume upon completion of that testing cycle.

- (b) To be eligible to take a promotional examination for an eligibility list, an applicant must meet the minimum requirements by no later than the filing deadline in the year given.
 - (c) The promotional list that is established shall be maintained by the Human Resource Department and a copy shall be furnished to the HPSA.
 - (d) For the purposes of 'in time and classification' for seniority or promotional consideration acting supervisory time will not be considered when determining eligibility.

Section 3: Appointments to and promotions to Lieutenants shall be determined by competitive examination, as follows:

- (a) Examination may consist of written, oral, performance, evaluation of training and experience, evaluation of weighted supplemental application form, assessment center and any other examination that is a valid selection instrument, at the discretion of the CITY.

Whenever Assessment Centers are held, the Chief will determine the number of candidates that will participate based on the needs of the department. This number will be identified and posted at the same

- time as the notice of examination. This applies for both the Sergeants and Lieutenants promotional testing process.
- (b) The Human Resources Director or designee shall prepare and conduct the examinations, which shall contain questions designed to test for job-related qualifications. Such tests shall be formulated on a general competitive basis and shall not be used to facilitate the hiring of any particular individual.
 - (1) A committee comprised of the HR Business Partner and representatives selected by the Chief of Police and the HPSA President or designee will participate in the development and review of testing instruments for promotion to classifications represented by this Agreement.
 - (2) The same committee that develops and reviews the testing instruments will serve as the Appeals Committee upon conclusion of testing.
 - (3) This applies for both the Sergeants and Lieutenants promotional testing processes.
 - (c) Notice of examination, to include the reading list, shall be posted in the Police Department at least sixty (60) days prior to the examination date.
 - (d) In all examinations, a minimum eligibility rating shall be established by the Human Resources Director or designee. Minimum ratings shall also be established for each part of the test. Candidates shall attain at least a minimum rating on each part of the test in order to receive a passing grade or to be rated on the remaining parts of the test.
 - (e) The final rating shall be determined by adding each portion of the selection process according to assigned weights.
 - (f) At the conclusion of any examination an eligibility list consisting of the names of persons successfully passing the examination, arranged in order of final ratings received, from the highest passing score to the lowest, shall be prepared and kept.
 - (g) Whenever identical ratings are received, names will be arranged in order of date of initial hire. If date of application is identical, names will be arranged in alphabetical order. Priority in respect to the date of application shall be considered only when identical ratings are received.
 - (h) The entire eligibility list shall be certified, and appointments made by the Department Head directly down the list starting with the candidate having the highest overall score. However, if there are less than two (2) passing scores, the Department Head may request that a new examination be given. The name of any person appearing on the

eligibility list shall not be removed, unless for cause, until such list has expired. When a permanent, existing vacancy is created requiring promotion, appointments shall be made from the current eligibility list in effect when the vacancy occurs. If the promotions are to be made due to an increase in the complement of personnel, they shall be made during the pay period that the personnel are placed "in service."

- (i) Eligibility lists shall remain in effect for one year from the date of certification. The eligibility list may be extended for an additional period not to exceed six (6) months at the request of the Human Resources Director or designee. The HPSA shall be notified of the initial date and period of the extension prior to the eligibility list expiration and before the extension is implemented.

ARTICLE 20. OVERTIME PAY:

Section 1: It is the policy of the CITY to keep to an absolute minimum the necessity for any HPSA Member to work in excess of his regularly scheduled tour of duty. When overtime is necessary and is specifically authorized by the Chief of Police or their designated representative(s) the CITY's policy is to pay overtime as delineated herein.

Section 2: Patrol Supervisory Staffing Requirements:

- (a) In Patrol, when overtime is required of a Sergeant or Lieutenant, that overtime will be offered first (1st) to a Sergeant or Lieutenant before utilizing an OIC. If there are not three (3) promoted supervisors (two (2) Sergeants and one (1) Lieutenant) on duty, overtime will be assigned. An acting Sergeant or Lieutenant, through written order, satisfies the three promoted supervisors as well.
- (b) If overtime is required in a supervisory position, it will be offered to the appropriate classification. If there is sufficient staff on shift where an OIC may be utilized without going below minimum manning levels, the OIC will be utilized. An OIC will not be utilized if it creates overtime in the Officer classification, until all eligible Sergeants have been offered the opportunity to work the overtime.

Section 3: End of Shift (Hold-over) Overtime for the Patrol Division:

At the end of a shift, overtime will be offered per the seniority list of those supervisors currently on duty. This process will repeat for each incident of overtime. Overtime that is necessary at the end of a patrol shift will be filled from the appropriate classification in the following order:

- (1) From the current shift of the affected Patrol Area Command based on seniority.
- (2) From the current shift of the other Patrol Area Commands based on seniority.
- (3) In cases where there are not two other promoted sergeants remaining on the Patrol Watch, the on duty sergeant with the least amount of seniority will remain on duty until they are relieved by the oncoming sergeant who is called out.
- (4) For a Lieutenants position: If no member of the Lieutenants classification is available, to a member of the Sergeants classification who is under orders as an Acting Lieutenant and is receiving ADP (Acting) Pay.
- (5) For a Sergeants position: If no member of the Sergeants classification is available, to a member of the Officers classification who is under orders as an Acting Sergeant and is receiving ADP (Acting) Pay.

Section 4: Call Out and Call back overtime for the Patrol Division:

When this type of overtime is needed, the on-duty supervisor will offer it per seniority. This process will repeat for each incident of call out/call back. Callout/call back that is necessary to fill a patrol shift will be filled using personnel in the following order:

- (a) From the oncoming shift of the affected Area Command based on seniority.
- (b) From the oncoming shift of the other Area Commands based on seniority.
- (c) From a supervisor of the same rank from the Patrol Division, based on seniority.
- (d) From a supervisor of the same rank assigned to any other assignment based on seniority.
- (e) If no supervisor from the same rank is available, but there is a Sergeant who is under orders as an Acting Lieutenant (for Lieutenants position), or an Officer under orders as an Acting Sergeant (for a Sergeants position).

Section 5: Fair and Equitable Assignments and Calculations:

- (a) "Fair and Equitable" scheduled overtime assignments will be offered to the supervisor with the least amount of overtime, call-out and callback

hours awarded/worked in that calendar year at the time the overtime is assigned. In cases where supervisors have equal amounts of overtime, call-out or callback, the most senior supervisor will be awarded the assignment.

- (1) "Fair and Equitable" awarded/assigned overtime, callout and callback hours will be available to current supervisors via the supervisor's portal in the current overtime scheduling software in seniority order for each classification. The hours of overtime, call-out and callback awarded/worked will be automatically updated at the time the assignment is awarded/scheduled by the current overtime scheduling software.
- (2) All overtime, call-out, and callback worked will be recorded by the member in both the current scheduling software and the current payroll software by the end of the shift on the day it was worked. The parties recognize that there will be isolated situations where overtime, call-out or callback is not recorded on the day it was worked or in the same pay period that it was accrued, and the overtime, call-out, and callback hours worked will be updated as quickly as possible in both the appropriate scheduling software and the appropriate payroll software
- (3) It will be the responsibility of the member to ensure that their hours of overtime, call-out and callback awarded/worked are updated via the current overtime scheduling software and current payroll system.
- (4) The parties recognize that for the purposes of "Fair and Equitable" awarded overtime, all types of overtime awarded through the current overtime scheduling software, whether past or future, will be used to calculate who is assigned the overtime assignment. Future overtime is defined as overtime awarded/assigned to a member that has not yet been worked by that member.
- (5) The parties acknowledge and agree that all hours of overtime, call-out, and callback awarded/worked in the HPSA member's assignment count towards "Fair and Equitable" awarded overtime hours, with the EXCEPTION of hours worked for Court attendance, off-duty motorcycle maintenance, and off-duty police canine care and maintenance. Court attendance, off-duty motorcycle maintenance, and off-duty police canine care and maintenance should not be entered into the overtime/work scheduling software, but they must be entered into the payroll software.
- (6) The parties recognize that certain "Fair and Equitable" scheduled overtime assignments may require certain skills or attributes that limit who is eligible to work that particular scheduled overtime assignment, such as Specialized

Assignments as determined by the Chief (e.g.: Bicycle Unit, SWAT Unit, Traffic Unit, K-9 Unit and Investigative Services Division). The department will provide HPSA members with training classes necessary to work other assignments which do not require the specialized skills and attributes needed by Specialized Assignments as determined by the Chief (e.g.: Bicycle Unit, SWAT Unit, Traffic Unit, K-9 Unit and Investigative Services Division) without cost to the member or the HPSA which will be offered at a minimum annually.

- (7) Sergeants and Lieutenants are primarily responsible for the scheduling of overtime, callout and callback. Neither the City nor HPSA assumes financial or grievance liability in circumstances where an error is made in the scheduling of overtime, callout and callback, including errors based upon problems caused by the current overtime scheduling software.
- (8) Supervisors will be given a minimum of 48 hours of notice from the time of the email notification being sent out until such time as they must report for the assignment.
- (9) At the beginning of the 1st full pay period on/or after January 1st, the overtime list by seniority for each classification will start anew and all previous overtime hours will be zeroed out.

(b) Scheduled & Contracted Overtime for Patrol & Corrections:

Scheduled overtime for the Patrol & Corrections Divisions, and Contracted Patrol Overtime Assignments will be handled as follows:

- (1) Opportunities for scheduled Overtime in Patrol or Corrections will be managed via the current overtime scheduling software which will notify all supervisors in the classification needed for the assignment, and shall be awarded pursuant to the "Fair and Equitable" assignment procedure in Section 5(a). "Fair and Equitable" scheduled overtime assignments in the Patrol Division will first be offered to the appropriate classification of supervisors (sergeant or lieutenant) assigned to the Patrol Division. If no Patrol Division supervisor has submitted for the assignment when the posting closes, it may then be offered to the appropriate classification of supervisor (sergeant or lieutenant) in any assignment within the department.
- (2) If no supervisor in the classification requests the overtime, it will then be offered to other personnel in the following order:

(a) For a Lieutenants position: To an Acting (ADP) Lieutenant:

To a member of the Sergeants classification who is under orders as an Acting Lieutenant and is receiving ADP (Acting) Pay. If there is more than one Sergeant in this category, it will be

awarded to the most senior ADP (Acting) Lieutenant (based on their Sergeant classification seniority) with the least amount of awarded/assigned overtime, callout or callback hours worked to that point in that calendar year. In cases where Sergeants have equal amounts of overtime, callout, or callback, the senior Sergeant in this ADP/Acting assignment (based on their Sergeant classification seniority) will be awarded/assigned the assignment.

(b) For a Sergeants position: To an Acting (ADP) Sergeant:

To a member of the Officers classification who is under orders as an Acting Sergeant and is receiving ADP (Acting) Pay. If there is more than one Officer in this category, it will be awarded/assigned to the most senior ADP (Acting) Officer based on their Officer classification seniority.

(c) For a Sergeants position: No Acting (ADP) Sergeant:

If there are no Acting (ADP) Sergeants, it may then be offered to a member of the Officers classification who has successfully completed the Field Training Sergeant training program and is currently certified as such by the PD Training Bureau.

(c) Special Event Overtime:

(1) Special Events are different from Scheduled overtime, Grant overtime or Patrol overtime. Special Events require extensive planning, collaboration meetings, and supervision. These special events occur outside normal programming and activities. The Chief of Police shall determine which assignments are categorized as special events. Examples of special events may include, but are by no means limited to:

- (a) Parades/Running/Auto Racing or biking events
- (b) Concerts
- (c) "Wide-load" movement events/permits
- (d) Outdoor festivals
- (e) Road closures for the purpose of filming
- (f) Major sporting events
- (g) Any other event that is considered large scale and/or requires permitting.

This list is not exhaustive as the Chief of Police has the sole discretion to classify an event as a "Special Event" based on a case

by case basis and dependent on the facts and circumstances of the event.

- (2) The Homeland Security and Special Events (HSSE) Section is responsible for planning, coordinating, and on-site supervision of traffic control and/or security operations for each event and shall be assigned to these overtime assignments. HSSE will schedule any additional overtime that is needed for these events via the current overtime scheduling software, and in-line with "Fair and Equitable" assignment defined above in Section 5(a).
- (3) Sergeants and Lieutenants not assigned to HSSE who wish to work Special Events overtime,
 - (a) must meet eligibility and training requirements for the assignment as set forth in Section 5(a)(6);
 - (b) must successfully complete a training course, determined by the City, in order to be eligible for assignment to these events; and
 - (c) will be assigned to these events for any remaining available overtime assignments after HSSE staff has been assigned.

(d) **Grant Overtime:**

- (1) Grant Overtime is overtime where a Grant has been awarded/assigned to the City and is specific to a specialized unit. Examples of Grant overtime include, but are not limited to:
 - (a) Grants from the Office of Traffic Safety
 - (b) Justice Assistance Grants
 - (c) Urban Area Working Group Grants
 - (d) DEA, FBI, HSS, Grants.

Grant overtime awarded to a specific unit will be awarded/assigned by the unit/section that was awarded/assigned the grant. These grants are specialized and usually have a match work guarantee that will also need to be worked by that specialized unit. This overtime will be awarded/assigned via the current overtime scheduling software but will not be covered under "Fair and Equitable" as outlined above in Section 5(a).

Section 6: Overtime:

For HPSA Members on a four ten-hour day work week, work in excess of ten (10) hours during one shift or forty (40) hours during one work week shall be considered overtime.

For HPSA Members on a five eight-hour day work week, work in excess of eight (8) hours during one shift or forty (40) hours during one work week shall be considered overtime.

For Corrections Facility HPSA Members, work in excess of their normal scheduled work shift (i.e. twelve hours, ten hours, or eight hours) or eighty (80) hours during one pay period shall be considered overtime.

Overtime shall be defined and compensated as follows:

Section 7: Time and One-half Overtime

- (a) Regular Overtime: accrues when an HPSA Member is directed to work beyond his regular work shift.
- (b) Scheduled Overtime: accrues when an HPSA Member is directed to work and is given 48 hours advance notification of the date and time such work will be required.
 - (1) Any HPSA Member scheduled to work on a regular assigned day off shall be guaranteed three (3) hours work at time and one-half his regular rate of pay. The HPSA member will be guaranteed the three (3) hour minimum, or actual hours worked, whichever is greater. The HPSA member may be released prior to the three (3) hours with supervisory approval.
 - (2) Any HPSA Member scheduled to work on a regularly assigned work day, but not immediately following his shift, shall be guaranteed one (1) hours work at time and one-half his regular rate of pay.
- (c) Court Appearances: will be compensable when an HPSA Member is required to appear during his regularly scheduled time off for a scheduled: (1) criminal court appearance, (2) a Department of Motor Vehicles administrative hearing, or (3) for other scheduled matters wherein the HPSA Member's presence is required by the City of Henderson, as opposed to any other party or a grievant, and for which the HPSA Member is not otherwise compensated. Members receiving shift differential due to their shift assignment will receive that differential for court-related overtime.
 - (1) HPSA Members under Section 3(c) shall be guaranteed two (2) hours work at time and one-half his regular rate of pay.
 - (2) HPSA Members under Section 3 (c) who receive a duces tecum subpoena shall be guaranteed three (3) hours work at time and one half his regular rate of pay. Duces tecum shall be paid when evidence with a chain of custody is required.

- (3) On Duty Court Attendance: HPSA Members subpoenaed to appear on duty as a witness in a criminal proceeding connected with official duties, and who are not party in such criminal proceeding, shall receive their regular pay, providing that all witness fees or pay are returned to the City of Henderson. HPSA Members shall report to work when excused.
 - (4) On Duty Court Attendance: HPSA Members subpoenaed to appear on duty as a witness in a criminal proceeding connected with official duties, and who are not party in such criminal proceeding, shall receive their regular pay, providing that all witness fees or pay are returned to the City of Henderson. HPSA Members shall report to work when excused.
 - (5) Off Duty Court Attendance: HPSA Members subpoenaed to appear off-duty in court as a witness for the prosecution or defense, connected with official duties, shall be paid overtime with a minimum of two (2) hours. In the event a 'duces tecum' subpoena is received an additional one (1) hour will be paid for the pick-up and return of evidence. All witness fees or pay are to be returned to the City of Henderson.
- (d) Contracted Overtime
 - (a) Contracted Overtime assignments are not guaranteed for any HPSA Member. All events are subject to cancellation at any time. All assignments for Contracted Overtime will be on a voluntary basis and no HPSA Member will be forced to accept this type of overtime assignment.
 - (b) Contracted Overtime is paid for by a third-party. Contracted Overtime deviates from the requirements for overtime set forth elsewhere in this Agreement as follows:
 - (1) The duration of Contracted Overtime assignments are established via the agreement between the contractor and the Henderson Police department. However, the assignment's start and end time shall depend on whether the contractor requires the HPSA Member to use a City of Henderson vehicle.
 - a. Travel Time is Included If Contractor Requires A City Vehicle: If a City of Henderson vehicle is required for the Contracted Overtime assignment, then the start time of the shift shall commence upon the HPSA Member leaving their assigned station and shall end upon the HPSA Member returning to their assigned station. HPSA Members are required to immediately return to their assigned stations upon being released by the contractor.
 - b. Travel Time Is Not Included If Contractor Does Not Require A City Vehicle: If a City of

Henderson vehicle is NOT required for the Contracted Overtime assignment, then the HPSA Member shall travel to the Contracted Overtime assignment in their personal vehicle on their own time. The start time of the shift shall commence upon the HPSA Member's arrival at the designated overtime location and end upon the contractor's release of the assignment.

- (2) All Contracted Overtime shall be paid at an overtime rate of time and one-half (1.5x) the HPSA Member's regular rate of pay.
 - (3) Contracted Overtime scheduled without 48 hours' notice will be paid at time and one half (1.5x).
 - (4) Contracted Overtime that falls on a holiday will be paid at time and one half (1.5x).
- (c) Contracted Overtime will be assigned by fair and equitable totals.
- (d) Contracted Overtime Eligibility Limitations – Vendor Complaints
- (1) In general, vendors have the right to request that HPSA Members not return to work on their property. If a contractor has reported complaints of misconduct, conduct unbecoming by a HPSA Member, or a violation of event planning guidelines, while working a Contracted Overtime event, and the contractor has requested that the HPSA Member not return to the contractor's Contracted Overtime events (current or future), a form describing why the contractor does not want the HPSA Member to return to the contractor's facility or worksite must be completed. The Special Event Lieutenant will forward the complaint to the supervising Captain. The Captain shall provide a copy of the complaint to the HPSA member within seven (7) business days of receipt of the complaint by the Special Event Lieutenant. The Captain shall consult with their Deputy Chief to determine the most appropriate course of action. While the complaint is being reviewed, the HPSA Member will be ineligible to work Contracted Overtime for that particular contractor only. Upon receipt of the complaint, the HPSA Member shall have seven (7) business days to submit a written rebuttal to the allegations. The complaint review shall be completed by the Deputy Chief within thirty (30) calendar days of the receipt of the complaint. Both parties can mutually agree to an extension.
 - (2) If the complaint is sent to IAB for investigation, the

HPSA Member will be ineligible to work Contracted Overtime for that particular contractor only until IAB's investigation is concluded and disciplinary action has been determined, if appropriate. However, if the HPSA Member is placed on Administrative Leave or in a temporary assignment as a result of the allegations, then the HPSA Member is ineligible to work any contracted overtime.

- (3) If the complaint does not warrant being sent to IAB, the Deputy Chief will determine whether the vendor's reasoning is unlawful (i.e., discriminatory). If the vendor's reasoning is not unlawful, then the HPSA Member shall be temporarily ineligible to work Contracted Overtime for that particular contractor only for a period of ninety (90) days. The 90 days shall be computed from the date of the receipt of the initial complaint from the vendor. This ineligibility will not be considered discipline and will not be recorded as discipline in the HPSA Member's file.
 - (4) The City has the exclusive right to make any of the above determinations in this section as it relates to handling the vendor complaint:
 - a. Whether to send the vendor's complaint to IAB.
 - b. Whether the vendor's complaint is unlawful.
 - c. Whether the vendor's complaint results in the HPSA Member being ineligible for 90 days.
- (e) Contracted Overtime Expectations and No-Call-No Show/Late to Assignment
- (1) HPSA Members will be punctual, prepared for duty and report on time at the designated overtime location.
 - (2) If a HPSA Member is unable to work an assigned contracted overtime assignment, the HPSA Member will contact the Special Event Lieutenant or designee. The Special Event Lieutenant or designee will attempt to reassign the contracted overtime to another HPSA Member who applied for the assignment under the original posting using fair and equitable standards. If the Special Events Lieutenant or designee is unable to reassign the contracted overtime they may repost the contracted overtime for additional volunteers or require the initially assigned HPSA Member to work the originally assigned overtime.
 - (3) HPSA Members will not seek out their own replacement for Contracted Overtime.

- (4) All cases of unexcused tardiness and absent without leave notification will be handled in accordance with DPM1094.

Section 8: Double Time Overtime

- (a) Call-out overtime will accrue when an HPSA Member is not provided 48 hours' notice of the required overtime and does not qualify as call-back overtime. Call-out overtime is paid at double the regular rate.
- (b) Call-back overtime will accrue when an HPSA Member has completed their regular shift and is not in pay status or on normal days off and is called to return to work and is required to report within twelve (12) hours of that call. Any call that requires immediate reporting is considered call-back overtime and is paid at double the regular rate.
 - (1) HPSA Members having been called out/back on a regularly scheduled day off shall be guaranteed four (4) hours work at twice his regular rate of pay.
 - (2) HPSA Members having been called out/back on a regularly assigned work day shall be guaranteed two (2) hours work at twice his regular rate of pay. Should the two (2) hour guarantee overlap with the start of their regular shift, the Member would record callback/callout for the time before the shift begins and regular pay and a non-PERS eligible straight time pay code to satisfy the two (2) hour guaranteed minimum.
 - (3) Should an HPSA Member be called back to work while on a scheduled vacation, during their normal work hours, they would record the number of hours of actual vacation hours used; record the number of hours worked during their normal shift and record an equal number of hours of a PERS- eligible straight time pay. Should the assignment extend beyond the Members' normal work hours, call-back would be recorded for those hours.
 - (4) Should an HPSA Member be contacted after hours due to a developing operational incident that requires their expertise and direction, the HPSA Member is eligible for the appropriate overtime compensation rounded to the next highest six (6) minute increment.
- (c) For Members enrolled in PERS prior to January 1, 2010, Call-back overtime is PERS eligible compensation, while regular overtime, scheduled overtime, contract overtime, and call-out overtime are not PERS eligible compensation.
- (d) Contract Overtime: See Section 7 (d)

Section 9: Compensatory Time

An HPSA Member accruing overtime as stated above, with the exception of call-back overtime, shall elect to be paid at the rate upon which the overtime was accrued or to receive compensatory time off in lieu of overtime, which shall be computed at the rate upon which the overtime was accrued. Compensatory time off accrued that is subject to shift differential is adjusted at the time of the accrual through an increase in the hours of compensatory time available. Accordingly, when compensatory time off is utilized, that specific compensation is not shift differential eligible. For clarity: Ten (10) hours of double time or twenty (20) hours of compensatory time off for a graveyard shift Member will be recorded as 21.2 hours (20 x 6%) of compensatory time off accrued.

- (a) All compensatory time off will be paid to the HPSA Member at the overtime rate in which it was earned prior to the end of each fiscal year. There will be no early payments or special checks for accumulated compensatory time-off.
- (b) An HPSA member shall request the use of compensatory time in advance. The approval to use compensatory time-off will be based on the staff available to cover the vacancy, the specific operating environment on the requested day(s) and only in rare circumstances, will compensatory time off be granted if overtime is required to cover the absence. Exceptions to this overtime exclusion require the approval of the Chief of Police or his designee. The Department Command Staff will strive to accommodate compensatory time off requests whenever possible and understand its obligation under the Fair Labor Standards Act.
- (c) HPSA members who are approved for compensatory time-off will not have this time cancelled due to subsequent, unanticipated absences by other HPSA members.
- (d) The premium pay of double time for regular hours worked on a holiday as defined in Article 15 are not eligible for compensatory time-off accrual.
- (e) All compensatory time off accrual and utilization will be managed through the City's payroll processes.

Section 10: Overtime – Six Minute Increments

Overtime shall be earned and paid in increments of six (6) minutes. Overtime less than six (6) minutes will not be eligible for compensation. Overtime in excess of six (6) minutes will be rounded up to the next highest tenth (10th) of an hour.

Section 11: Stand-by Pay

Stand-by pay will be provided should an HPSA Member be required to stand-by anytime between work shifts, on regular days off or on holidays. HPSA Members shall be compensated by one (1) hour of double time for each twelve (12) hour period they are required to stand-by. HPSA Members on stand-by shall keep their supervisor and/or the Police Department notified of their location for emergency call-out/call-back purposes and must remain fit for duty during these stand-by hours.

- (a) Should HPSA Members on stand-by be called out for work, they shall be compensated for the actual time worked at the rate of double time the regular rate of pay in addition to stand-by pay.

Section 12: Travel

Travel time to and from work is not compensable per the federal Portal-to-Portal Act.

- (a) Out-of-town travel and same day return: Time traveling to and from the airport is considered "home-to-work" time and is not compensable. All other hours associated with this assignment that day would be compensable.
- (b) Overnight travel: Travel time is compensable when it occurs during the HPSA Member's regular work hours. This is true on non-working days as well and would be paid at the appropriate rate of pay which may include overtime payments. Travel time in any means of travel outside of normal work hours is not compensable. However, if the HPSA Members is directed to perform work while traveling, this time would be compensable.

ARTICLE 21. RETIREMENT:

Section 1: The CITY and the HPSA agree that all employees shall participate in the Public Employees Retirement System of the State of Nevada, in accordance with the rules of that system.

Section 2: The CITY shall comply with all provisions of NRS 286.421 for the purpose of paying the HPSA Members' retirement contribution but will not pay for the purchase of eligible service.

Section 3: Effective with ratification of this Agreement, increases or decreases in mandatory contributions to the Public Employees Retirement System (PERS) for employees covered by this Agreement will be split evenly between the employee and the City.

ARTICLE 22. HPSA MEMBER DISCIPLINE/TERMINATION:

- Section 1: Resignation: HPSA Members who resign should submit his resignation in writing to the Chief of Police and give at least two (2) weeks' notice.
- Section 2: Probation: If an HPSA Member is placed in a probationary period due to performance or conduct deficiencies as part of disciplinary action, the issuance of the probation may be contested through the Grievance Procedure defined in Article 29 of this Agreement. Additional discipline for further conduct or performance issues while in this probationary period may be contested through the Grievance Procedure defined in Article 29 of this Agreement. Discipline in accordance with this provision will only occur after a pre-disciplinary hearing with the Chief of Police.
- Section 3: Unsatisfactory Service: An HPSA Member may be terminated or subject to disciplinary action if his performance or conduct is not satisfactory; if he proves unsuited to his work; or if for medical (with a reasonable accommodation) reasons he is no longer qualified for the position.
- Section 4: It is agreed that the CITY has a right to discipline or discharge, in accordance with the Henderson Police Department Manual (DPM) 1094 and Appendix A. Discipline matters, as outlined in the DPM1094, and discharge is subject to the grievance procedure.
- (a) Types of Discipline: HPSA Members who do not correct unsatisfactory conduct or performance, or who commit offenses of such a serious nature as outlined in (DPM) 1094 and Appendix A, are subject to the following:
- (1) Suspension: An HPSA Member may be suspended without pay as a disciplinary measure. Suspension without pay pursuant to NRS 289 requires a pre-disciplinary hearing and must have the approval of the Chief of Police.
 - (2) Demotion: An HPSA Member may be demoted as a result of a disciplinary action. Prior to any demotion, an HPSA Member shall receive a pre-disciplinary hearing.
 - (3) Probation: As a form of discipline a HPSA Member may be placed on probation for a period not to exceed six (6) months in an effort to further evaluate and rehabilitate the HPSA Member. Should a Member be subject to this probationary period, they would not be eligible for a step increase during this time. A step increase would be awarded at the end of the successfully completed probationary period.
 - (4) Termination: An HPSA Member may be terminated as a result of disciplinary action. Prior to any termination, the HPSA

Member shall receive a pre-disciplinary hearing. This pre-disciplinary hearing will not be scheduled until the HPSA representation or the employee's representative(s) has had a minimum of two (2) weeks to examine the investigative file that will be the foundation for the hearing.

- (b) Notification: An HPSA Member shall be notified in writing of any disciplinary action that could lead to suspension, demotion, or termination, and shall be afforded the opportunity to meet with the Chief of Police or designee to discuss the proposed disciplinary action prior to the action being taken. An HPSA Member may also respond to the proposed disciplinary action in writing.

Section 5: Abandonment of Post:

- (a) An HPSA Member absent from duty in excess of three (3) consecutive work days without satisfactory explanation shall be considered to have abandoned his post and shall be terminated provided that the Chief of Police or designee make a reasonable effort to locate the HPSA Member.
- (b) Reasonable effort to locate an HPSA Member shall be satisfied if the Chief of Police or designee sends a certified letter return receipt requested or similar attempts to the HPSA Member at the address shown in the HPSA Member's personnel file.
- (c) Termination pursuant to this section shall be deemed to be for just cause.

Section 6: Notice:

- (a) Written notification: Any termination under this article shall be in writing and shall set forth the reasons for such termination.

ARTICLE 23. SENIORITY

Section 1: Classification Seniority shall be based on promotional date within each rank. Acting time within a classification will not be considered in establishing seniority.

Section 2: Classification Seniority shall apply to the following:

- (a) Departmental Shift Bids - Management retains the right to assign HPSA Members with special skills to shifts as required, by seniority. Management has the right to re-examine the status of HPSA Members and may reassign based on that review with supporting documentation. The HPSA Member re-assigned will select their choice from the remaining shifts. For the purpose of this Article, the meaning of shifts will be day, swing, or graveyard. Departmental Shift

bids (Patrol and Corrections HPSA members) will normally be completed by the end of June of each year and take effect the first pay period prior to the start of the school year (usually the last pay period of August). Management retains the right to modify the timing of the shift bids if operational conditions warrant.

- (b) An HPSA Member requesting a voluntary transfer from a special assignment will, after reorientation, have the ability to select the shift of their choice by seniority at the next shift bid. Until that time, they will have the choice of any vacant shifts available.
- (c) Demotion - When an employee is demoted to a position which was previously held, classification seniority will be based upon the employee's original date of promotion to that classification. The parties agree that should a Police Captain be demoted into a previously held classification in this Agreement, the individual's classification seniority will be the date of promotion to that classification.
- (d) Reduction in Force.

ARTICLE 24. REDUCTION IN FORCE:

This Article 24, Reduction in Force, and the manner in which it is executed, applies to all HPSA represented positions only.

Section 1: A reduction in force may take place upon approval of the City Council and is defined as an action wherein management eliminates a position.

- (a) The CITY may eliminate any position.
- (b) The CITY will notify the Henderson Police Supervisors Association prior to any City Council action that relates to a reduction in force.
- (c) Notice of at least thirty (30) calendar days will be given to HPSA Members whose positions are eliminated through a reduction in force. In lieu of notice, an equivalent amount of salary, based on the HPSA Member's regular work schedule, will be paid to the HPSA Member.

Section 2: When a position is eliminated and/or a reduction in force takes place, the following procedure will apply:

- (a) HPSA Members that are serving a qualifying period within the classification that is impacted by the reduction in force will be returned to their former classification first.
- (b) HPSA Members whose positions are eliminated shall be permitted to exercise their classification seniority to move laterally and displace the least senior Member in the same classification. If the impacted Member is the least senior employee in that classification, they will

displace the least senior employee in the previously held lower classification. An employee who has been displaced as a result of this procedure will have the same seniority rights as the employee whose position was eliminated.

- (c) HPSA Members who are not placed in previously held positions within this Agreement will fill a vacancy as a Police Officer or Corrections Officer as appropriate.
- (d) Notice of at least 30 calendar days must be given to HPSA Members whose positions are to be eliminated through Reduction in Force. In lieu of notice, or less than 30-day notice, an employee shall be paid the amount of salary the employee would have, received based on the employee's regular work schedule, had a 30-day notice been given.

Section 3: RETURN TO FORMER CLASSIFICATION RIGHTS

- (a) If an HPSA Member has been subject to the demotion to a lower classification as a result of the reduction in force, they will be placed on a Recall to Former Classification List in classification seniority order. Members will be recalled to their former classification in seniority order as vacancies occur. Should a Member decline a return to their former classification, they will be removed from the list and all classification seniority expires.
- (b) Return to Former Classification rights do not expire while the Member is an active employee, unless the Member declines an offer of return to that classification.
- (c) Return to Former Classification List will have precedence over all other Eligibility Lists.

ARTICLE 25. BULLETIN BOARDS:

Section 1: The CITY shall provide a bulletin board in a location agreeable to both the HPSA and CITY.

Section 2: The bulletin board may be used by the HPSA to post notices of interest to HPSA Members. The HPSA further agrees that it will not use the bulletin board for the purpose of disparaging the CITY or its duly authorized representatives, or for any purpose other than the announcement of the business activities of the HPSA as they relate to the HPSA Members in the HPSA.

Section 3: The City agrees to allow the HPSA to use the CITY's e-mail system to keep its members informed of HPSA business. The HPSA agrees to maintain an e-mail group so that only members of the HPSA will receive the e-mails and it will not unduly disrupt the day-to-day business of the CITY.

ARTICLE 26. RULES AND REGULATIONS:

- Section 1: Any and all conduct of the parties hereto shall be governed by this Agreement and not by any current or previous Civil Service Rules.
- Section 2: HPSA Members shall be subject to the rules and regulations of the Henderson Police Department and Detention Bureau Manual where applicable, not in conflict with any specific section, article or provision of this Agreement. The CITY shall present to all members of the HPSA copies of the applicable department rules.
- Section 3: Copies of any proposed changes to the Department Rules and Regulations or Detention Bureau Manual shall be submitted to the HPSA President, or his designee, thirty (30) days prior to the proposed change.
- Section 4: Section 1094.6 Types of Discipline Chart will remain in this Agreement and changes to this chart will require proper bargaining between the parties.
- Section 5: Record of Previous Discipline: All disciplinary matters will be removed from the HPSA Members personnel file at the following times and under the following conditions. A subsequent corrective action is defined as disciplinary action in the same general area of discipline, such as performance, attendance, or rules violations.
- (a) Written Reprimand - 24 months after the date the employee signs or is given the opportunity to sign the adjudication. Any subsequent corrective action of a similar nature shall extend the purging of the original discipline by another 12 months or the purge length of the latest disciplinary action, whichever is shortest.
 - (b) Minor Suspension (less than 41 hours) - three (3) years after the date the employee signs or is given the opportunity to sign the adjudication. Any subsequent corrective action of a similar nature shall extend the purging of the original discipline by another 24 months or the purge length of the latest disciplinary action, whichever is shortest.
 - (c) Major Suspension (41 or more hours) - five (5) years after the date the employee signs or is given the opportunity to sign the adjudication. Any subsequent corrective action of a similar nature shall extend the purging of the original discipline by another 24 months or the purge length of the latest disciplinary action, whichever is shortest.
 - (d) Disciplinary Transfer - two (2) years after the date the employee signs or is given the opportunity to sign the adjudication. Any subsequent corrective action of a similar nature shall extend the purging of the original discipline by another 24 months or the purge length of the latest disciplinary action, whichever is shortest.

Removed documents may only be accessed by the IAB Lieutenant, Deputy Chief(s) or Chief of Police. Removed documents may be retained by the City pursuant to any applicable statutory document retention schedules; however,

such documents may not be used by the Department for disciplinary purposes in the future. Evidence of previous discipline can only be raised for rebuttal purposes in an administrative hearing if the employee claims he has no disciplinary history.

ARTICLE 27. LUNCH AND REST PERIODS:

Section 1: Rest Periods: Personnel will be allowed a fifteen (15) minute rest period in the first half of the shift and fifteen (15) minute rest period in the second half of the shift.

Section 2: Lunch Break: HPSA Members shall be allowed a lunch period not to exceed one (1) hour. Personnel will not be called away from their rest or meal periods unless an emergency situation exists. In the event that an HPSA Member is called away from his meal period due to an emergency, the supervisor shall make a second meal period available to the HPSA Member whenever possible.

Section 3: HPSA Members in the Detention Bureau shall not leave the Police Facility for purposes of lunch breaks. The CITY shall provide the on-duty Corrections Sergeants and Lieutenants with two (2) separate meals as available in the Detention Facility kitchen.

ARTICLE 28. PHYSICAL AGILITY TEST:

Section 1: No member of the HPSA Member shall be required to participate in any physical agility test, except to comply with the requirements for special assignments. Nothing in this Article shall be construed as impacting Article 10, Safety and Health, of this Agreement.

ARTICLE 29. GRIEVANCE PROCEDURE:

A grievance is defined as any dispute which arises regarding an interpretation, application, or alleged violation of any of the provisions of this Agreement or policy or procedure. A grievance can be filed on discipline with the exception of counseling sessions or verbal reprimands.

The purpose of the Grievance Procedure shall be to settle all grievances between the CITY and the HPSA as quickly as possible to ensure efficiency and promote employee morale. Should any HPSA Member, group of HPSA Members or the CITY feel aggrieved, regarding any matter or condition affecting health and safety beyond those normally encountered in all phases of normal work requirements, adjustment shall be sought.

Section 1: Any dispute concerning the interpretation or application of an expressed provision of this Agreement shall be subject to this, and exclusive to this grievance procedure.

(a) It is agreed that the CITY has a right to discipline or discharge HPSA

Members for just cause. Disciplinary matters, except oral reprimands, shall be subject to the Grievance Procedure. Oral reprimand is defined as a verbal warning which is not placed within the HPSA Member's personnel file.

- (b) No HPSA Member shall be discharged except for just cause as defined in Article 35, which shall be subject to the Grievance Procedure. It is understood by and between the parties that this section does not affect the CITY's right to eliminate positions because of layoffs or reduction in force.
- (c) Any grievance alleging the inappropriate termination of employment by the Chief of Police will be immediately advanced to Step 4 of the Grievance Procedure. The HPSA President and/or Grievance Committee Chairman will deliver the grievance directly to the City Manager or their designee.

All grievances must be filed in writing with the HPSA President or designee, or the Grievance Chairman within 30 calendar days of the HPSA Member becoming aware of a grievable issue. This calculation of time does not include any attempts to informally resolve the issue before filing the grievance.

STEP 1: The HPSA GRIEVANCE COMMITTEE, upon receiving a written and signed request, shall determine if a grievance exists. If in their opinion no grievance exists, the matter will be deemed settled. In the event the HPSA chooses not to pursue a grievance involving demotion or termination of a non-member of the HPSA, the employee filing a grievance may pursue the matter, without the assistance of the HPSA, in accordance with the remainder of this article and NRS 288. All costs incurred by the non-member, including but not limited to those outlined in Step 8 of this article, will be the responsibility of the non-member. Should the non-member choose to arbitrate their dispute, both the City of Henderson and the non-member will be required to place ten thousand dollars (\$10,000) into an escrow account to ensure the payment of the arbitrator as detailed in Step 8 of this procedure. Should the grieving non-member fail to comply with this requirement within twenty-one (21) calendar days of notification of the escrow account details via certified mail or attempted delivery via certified mail, they will forfeit their ability to arbitrate the issue and the matter will be considered withdrawn.

RIGHT TO RECORDS:

Once notified of grievable discipline, the HPSA Member will be entitled to review the entire investigative file used to make the adverse determination in the case.

The review will be held in the IAB office under the supervision of IAB personnel. The HPSA Member will be allowed to take notes.

In the event the HPSA Grievance Committee convenes and requests the file, the Internal Affairs Bureau will present a copy of the entire investigative file to

the HPSA Grievance Committee and HPSA Member.

Other than this Grievance Process, all Internal Affairs Records are to be kept confidential and under the control of IAB. Information related to an administrative investigation may only be released to the media or outside interests at the direction of the Chief of Police.

STEP 2: If a grievance exists, within thirty (30) calendar days from the date of receipt of grievance, the HPSA Grievance Committee Chairman shall, present a signed written grievance to the Police Chief or designee for adjustment.

STEP 3: The Police Chief or representative shall arrange for such meetings with the HPSA Grievance Committee Chairman and the HPSA President or designee and make such investigations as are necessary. The Police Chief or designee shall respond in writing to the HPSA Grievance Committee Chairman and the HPSA President or designee within thirty (30) calendar days of his receipt of said grievance. If the response does not resolve the grievance, it may proceed to Step 4.

STEP 4: Within thirty (30) calendar days from receipt of the written response from the Police Chief or designee, the HPSA Grievance Committee Chairman and the HPSA President or designee shall present the grievance to the City Manager through the Human Resources Director. The City Manager or designee will then make a determination within thirty (30) calendar days from the date of submission to him/her. The City Manager or designee may conduct a hearing if they deem it necessary to render their decision. In cases of termination of employment, any hearing and the ultimate decision will be accomplished within the 30 calendar days identified above.

STEP 5: If a mutually satisfactory settlement cannot be reached between the City Manager and the HPSA Grievance Committee Chairman and the HPSA President or designee, the HPSA Grievance Committee Chairman and the HPSA President or designee or the CITY shall have the right to refer the matter to an arbitrator mutually agreed upon for final determination. If the City Manager's response is unacceptable to the HPSA they must notify the City of its decision to arbitrate in writing within thirty (30) calendar days from the date of the City Manger's written response or the grievance shall be deemed withdrawn with prejudice.

STEP 6: In the event the CITY and the HPSA GRIEVANCE COMMITTEE Chairman and the HPSA President or designee cannot agree within five (5) days after the receipt of the "notice" to arbitrate, the parties shall proceed to arbitration and jointly request the Federal Mediation and Conciliation Service for the names of seven (7) arbitrators experienced in the field to be arbitrated.

- (a) One arbitrator shall be selected by alternately striking names from the list and the dispute shall be submitted to the arbitrator then remaining.
- (b) The HPSA President or designee shall strike the name of the first

arbitrator.

- (c) The arbitration hearing shall be conducted under the rules of the Federal Mediation and Conciliation Service.

STEP 7: Jurisdiction of the Arbitrator. The jurisdiction and authority of the Arbitrator's opinion and award shall be confined exclusively to the interpretation and application of an expressed provision or provisions of this Agreement at issue between the HPSA and the CITY. The Arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose upon any party hereto a limitation or obligation not explicitly provided for in this Agreement; to establish or alter any wage rate or wage structure or to consider any term or condition of employment not expressly set forth within a provision of this Agreement. The Arbitrator shall not hear or decide more than one grievance without the mutual consent of the CITY and the HPSA President or designee. The written award, of the Arbitrator, on the merits of any grievance adjudicated within his jurisdiction and authority as specified in this Agreement, shall be final and binding.

STEP 8: The Arbitrator's decision shall be final and binding, and the non-prevailing party shall pay the fee and related expenses of the arbitrator. The parties shall bear their own expenses for attorneys, court reporters and other related arbitration expenses.

Section 2: Grievances not filed, processed or responded to within the time limits set forth above and not extended by Agreement in writing, may be subject to unfair labor practice charges with the EMRB. Both parties to this Agreement commit to the timely resolution of all grievances, to the time frames defined herein and to proactive, timely requests for deviation from those timelines. The City Manager will ensure that the timeframes and protocols within this Grievance Procedure are followed and should be notified immediately by the HPSA if this is not occurring.

Section 3: Nothing herein shall preclude any HPSA Member from discussing his grievance with the HPSA GRIEVANCE COMMITTEE or his representative for informal adjustment.

ARTICLE 30. HPSA REPRESENTATION:

Section 1: The CITY agrees to allow six (6) HPSA representatives of the HPSA to sit at the bargaining table for the purpose of negotiations without loss of pay or deduction from the HPSA Member's leave time. HPSA Members involved in the bargaining process will record their time using the appropriate TRC (Time Reporting Code) code.

- (a) If for any reason additional HPSA Members are needed for informational purposes, upon Agreement by the CITY and the HPSA, said HPSA Members will be called in the meeting without loss of pay. HPSA Members involved in the bargaining process will record their time

using the appropriate TRC code.

Section 2: The President, or designee, of the Henderson Police Supervisors Association, as being the representative of the HPSA, will be given authority to enter the premises of the CITY during any shift for the purpose of investigating working conditions of HPSA Members covered by this Agreement, to assist in the settlement of grievances arising under this Agreement, and to post notices relative to the HPSA activities, after notifying the CITY or his supervisor of their presence on the job. It will be required that the HPSA designate for each shift an Executive Board member for the purpose of handling grievances (the HPSA President or his designee).

Section 3: The HPSA President shall receive a copy of all disciplinary actions against HPSA members, if HPSA Member requests.

Section 4: The CITY agrees to provide one thousand two hundred (1200) hours of Union Leave per fiscal year for use of the HPSA President or designee to conduct HPSA business, i.e., conventions, seminars, training, lobbying etc. HPSA Members utilizing this leave will record their time using the appropriate TRC code.

(a) The HPSA President, or his designee, will determine the use of association leave.

(b) The HPSA agrees not to exceed six (6) individual requests for HPSA leave at one time and, under normal circumstances, no two of the individuals can be from the same shift of the Department unless authorized by the Division Commander. All leave will be approved by the Department Head or designee.

(c) When HPSA members participate in departmental or City committees or work groups as representatives of the HPSA (i.e. Assessment Centers and the Promotional Process, Diversity Committee, Risk Management Committee, Management Team Meetings, etc.) they will record their time using the appropriate TRC code.

(d) Approved union leave taken during normal working hours will be considered time worked for the purposes of computing overtime.

Section 5: The Chief of Police or designee and the Human Resources Director or designee shall meet quarterly with representatives of the Henderson Police Supervisors Association as designated by the HPSA Executive Board. The purpose of said meetings is to informally discuss matters of concern and/or interest to either party. On-duty time shall be provided for four (4) HPSA representatives and may be increased if both parties mutually agree. HPSA Members involved in these meetings will record their time using the appropriate TRC code.

Section 6: During the negotiations of this Agreement, the City and the Union expressly agree that the time spent by the Union's employee representatives in

performing duties or providing services toward the purpose of this Agreement and in obtaining these joint benefits, and the allowance for the use of Union Leave, as well as attending Committee meetings and future negotiations to be conducted during normal work hours without payment for such time or reimbursement by the Unions for such time, have been negotiated with sufficient concessions pursuant to (NRS Chapter 288).

The parties acknowledge that the concessions contained in this Agreement satisfy the HPSA financial obligation for Union leave in compliance with NRS Chapter 288

ARTICLE 31. CHECK-OFF:

- Section 1: The CITY agrees to deduct from the paycheck of each HPSA Member within the HPSA who has signed an authorized payroll deduction form such amount as has been designated by the HPSA as HPSA dues and is so certified by the Treasurer of the HPSA. The HPSA will certify to the CITY, in writing, the current rate of membership dues. The CITY will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change. The CITY may require the submission of new authorization forms when the Association increases its membership dues.
- Section 2: Such funds shall be remitted by the CITY to the Treasurer of the HPSA within one (1) month after such deductions. The HPSA Member's authorization for such deduction is revocable at the will of the HPSA Member, provided by the law, and may be so terminated at any time by the HPSA Member giving thirty (30) days written notice to the CITY and the HPSA or upon termination of employment.
- Section 3: The HPSA agrees to indemnify and hold the CITY harmless against any and all claims, suits, orders or judgments brought or issued against the CITY as a result of any action taken or not taken by the CITY under the provisions of this Article.
- Section 4: The CITY will not be required to honor any biweekly deduction authorizations that are delivered to the payroll section after the beginning of the pay period during which the deductions should start.
- Section 5: The HPSA agrees to refund to the CITY any monies paid to it in error on account of the payroll deduction provisions herein upon presentation of proper evidence thereof.

ARTICLE 32. LIABILITY INSURANCE:

The CITY shall provide liability protection for every member of the HPSA. The form of such protection shall be via self-funded or private carrier at the discretion of the CITY. The CITY shall indemnify and defend pursuant to the provisions of NRS 41.0349 and NRS 41.0339, respectively.

ARTICLE 33. WARRANTY OF AUTHORITY:

The officials executing this Agreement on behalf of the CITY and HPSA signatory hereto hereby warrant and represent that they have the authority to act for, bind and collectively bargain in behalf of the organization which they represent, during the term of this Agreement.

ARTICLE 34. SAVINGS CLAUSE:

This Agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire Agreement; and those parts not declared void shall be binding upon the parties provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts of provisions affected.

ARTICLE 35. DEFINITIONS:

This Agreement is made pursuant to and in conjunction with the Local Government Employee-Management Relations Act of the State of Nevada, and all terms used herein which are terms used in the Local Government Employee-Management Relations Act shall have definitions ascribed to them by said Act.

Acting Pay: Sergeants and Lieutenants who are directed in writing by the Division Commander, Deputy Chief of Police, Chief of Police, or designee; to temporarily accept the responsibilities of their superior officer (Lieutenant or Captain) will be awarded acting pay. Acting pay is a form of Assignment Differential Pay and does not provide the member with rights to the classification that they are temporarily filling (they maintain the classification rights for the position they currently have). Time served in Acting Supervisory positions does not count for seniority or any other rights or eligibility requirements for promotion to the higher classification. * *HPOA Officers may be temporarily designated as Acting Sergeants per their labor agreement with the City.*

Administrative Transfer: Administrative transfers occur to enhance operations, further the department's mission, or improve efficiency and effectiveness. These transfers will also occur when an act compromises the integrity of the individual or unit, and/or the performance of the employee creates an environment where the employee loses effectiveness in the unit.

Appointing Authority: Persons having power by law or by lawfully delegated authority to make appointment to positions, terminate an employee, and other matters relating to their employment.

Arbitrator: An impartial third party chosen in accordance with the provisions of this Agreement.

Assignment Differential Pay: A temporary monetary compensation paid to HPSA Members who are assigned to Specialized Assignments within the department. ADP assignments are not promotional and therefore, no property rights exist. Employees shall only receive ADP pay for the duration of their assignment.

Base Salary: Remuneration received by the employee in accordance with the rates specified on the salary schedule established by this Agreement.

Bereavement Leave: Leave granted to an HPSA Member to attend the funeral of the HPSA Member's immediate family as defined herein.

Call-Back: When an HPSA Member returns to work during off-duty hours within twelve (12) hours of receiving the phone call to return to work.

Call-Out: When an HPSA Member works overtime with less than twenty-four hours' notice and it does not qualify as call-back overtime.

Cause: A factual reason cited by the CITY that is used to issue disciplinary action.

City Manager: The person designated as the chief executive officer having final authority by law in all matters relating to employment in the City of Henderson, except as provided for herein.

Classification: A group of positions which have essentially similar duties and responsibilities, are allocated to the same salary range by this Agreement and are designated by the same general title.

Classification Specifications: A written description of the work required of positions in the classification that includes the classification title, definition, authority, essential functions, and minimum or desirable qualifications. Classification specifications are descriptive, and explanatory of the general work required in positions in that classification and are not necessarily inclusive of all duties to be performed in a particular position.

Demotion: Movement of an HPSA Member from one classification to a different classification which is on a lower salary grade than the original classification. Seniority within the previous classification held will be maintained and applied during this movement.

Disciplinary Transfers: Disciplinary transfers occur where it is determined that an HPSA Member's conduct warrants a transfer as part of discipline. This transfer would be part of the disciplinary process and subject to the grievance process.

Emergency Annual Leave: Leave that may be granted after a request for immediate annual leave that, by the nature of the condition prompting the request, could not have reasonably been predicted in advance of need and been scheduled in accordance with normal departmental policy.

Gender Definition: In accordance with NRS 0.030, and except as otherwise expressly provided in a particular statute or required by this context:

- (a) The use of a masculine noun or pronoun in conferring a benefit or imposing a

duty does not exclude a female person from that benefit or duty. The use of a feminine noun or pronoun in conferring a benefit or imposing a duty does not exclude a male person from that benefit or duty;

- (b) the singular number includes the plural number, and the plural includes the singular;
- (c) the present tense includes the future tense.

The use of a masculine noun in conferring a benefit or imposing a duty does not exclude the female person from that benefit or duty. The use of a feminine noun or pronoun in conferring a benefit or imposing a duty does not exclude a male person from that benefit or duty.

Grade: A term used to designate a salary range to which one or more classifications may be allocated.

Holiday: A day set aside for the special observance of a memorable event or occasion.

Immediate Family: A HPSA Member's spouse, mother, father, child, foster child, in loco parentis, stepchild, brother, sister, mother-in-law or father-in-law, half-brother, brother-in-law, half-sister, sister-in-law, daughter-in-law, son-in-law, grandchild, grandparent, spouse's grandparent, stepparent, or any person permanently living in the employee's household.

Incident of Use (Sick Leave): Any period of continuous absence for the same reason, or the use of sick leave for an individual non-chronic condition's repeated treatment shall be considered one incident. Use of sick leave for a scheduled medical/dental appointment or when on approved FMLA leave shall not constitute an incident of sick leave. An incident will be defined as a period of continuous absence for an item defined in Section 3 of this Article no matter how long that incident lasts. After returning to work, absences for the same incident that requires continued treatment will not be counted as a separate incident.

Job-Related Disability: Incapacity resulting from an accident or occupational disease arising out of and/or in the course of employment as defined in NRS 616 and 617.

Negotiations: The process of collective bargaining between the CITY and the HPSA that determines the Agreement between the CITY and the HPSA.

Normal Work Day: The hours normally required for an HPSA Member to work any one day or one shift pursuant to the terms of this Agreement.

Normal Work Week: An HPSA Member's normal work week will be as designated depending upon work site and classification assignment.

Overtime: Time that an HPSA Member works in addition to the HPSA Member's normal work schedule.

Probationary Employee: A HPSA Member who has been placed in a probationary review period for conduct or performance issues.

Promotion: A change of a HPSA Member from a position in one classification to a position in a higher classification, when such change is other than a result of reclassification of the HPSA Member or reallocation of the position. Such advancement carries more responsibility and an increased salary. A HPSA Member on probationary or qualifying period status is not eligible to apply for closed promotional positions.

Qualifying Period: A regular employee appointed, transferred, or promoted to a non-temporary classified position in the City of Henderson may be required to serve a qualifying period of not less than six (6) months or more than nine (9) months prior to confirmation of the appointment.

Reassignment: The movement of an HPSA Member or a position from one work unit to another within the organization with no change of classification.

Regular Employee: One who has successfully completed his initial probationary period or qualifying period and whose appointment has been confirmed in a permanent position.

Retraction/Purging: The process by which CITY/DEPARTMENT management removes material, specifically including that of a detrimental nature relating to a specific incident regarding an HPSA Member, from CITY and DEPARTMENTAL files.

Salary Range: The minimum and maximum base salaries which may be paid to a HPSA Member working in a classification in accordance with the salary grade to which the classification is allocated.

Salary Schedule: The step, grade, and range structure for allocation of classifications as established by this Agreement.

Salary Step: An increment within a salary grade which designates a specific pay rate.

Service Date (Anniversary Date): Usually the actual date of hire, an employee's service date is that date which reflects the length of continuous active employment with the City of Henderson. For purposes of determining seniority, or other matters associated with length of active employment, the service date shall be adjusted to accommodate any period of leave without pay in excess of thirty (30) calendar days. Prior service periods of employment will not be used in the calculation of service date. Seniority within classifications reflects the length of time of continuous active employment within the classification from the actual date of promotion to the current classification.

Shift: The hours which an HPSA Member is normally scheduled to work on any normal work day.

Shift Differential: Temporary monetary compensation paid to HPSA Members assigned to Swing Shift or Grave Shift for the duration of their assignment to that shift.

Step Increase: A salary increase between steps of a given salary range marking a steady progress from the minimum of the grade to the maximum.

Suspension: A temporary removal from work status, with or without pay, resulting from, or pending, disciplinary action.

Termination: The separation of an HPSA Member from employment with the City of Henderson.

Transfer: The formal movement of an HPSA Member or a position from one department to another department without any change to the classification of the position.

Within-Grade Increase: A salary increase from one step within a salary grade to a higher step within the salary grade.

ARTICLE 36. DURATION OF AGREEMENT:

Section 1: This Agreement, dated this 13th day of December, 2022, shall be effective beginning on July 1, 2021 and expiring on June 30, 2025 and shall remain in full force and effect until such time as a new Agreement is approved by the City Council. The City acknowledges it cannot make unilateral changes to this Agreement should a successor Agreement not be approved by the City Council prior to June 30, 2025, subject to the continued representation of the classifications covered by this Agreement by the Henderson Police Supervisors Association.

Section 2:

- (a) In the event either party desires to open negotiations concerning a subject which would require the budgeting of money by the CITY, written notice of such desire shall be given on or before February 1, 2025.
- (c) In the event either party desires to open negotiations concerning a subject which would not require the budgeting of money by the CITY, written notice of such desire shall be given on or before February 1, 2025.

Section 3: In the event the parties cannot negotiate a new Agreement, it is agreed that the parties shall comply with statutory impasse procedures.

Section 4: Each party reserves its rights as established by Chapter 288 of the Nevada Revised Statutes, as amended.

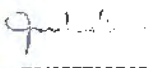
Section 5: Except as specifically amended by future agreements, all provisions of this Agreement shall remain in full force and effect for the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the effective date.

Date of Council Action: **December 13, 2022**

**CITY OF HENDERSON
CLARK COUNTY, NEVADA**

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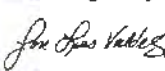
RICHARD DERRICK
City Manager/CEO

01/10/2023 | 11:36 AM PST

Date

ATTEST:

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JOSE LUIS VALDEZ, CMC
City Clerk

APPROVED AS TO FUNDING:

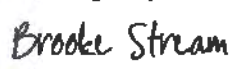
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JIM MCINTOSH
Assistant City Manager/Chief Financial Officer

APPROVED AS TO CONTENT:

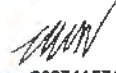
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BROOKE STREAM
Director of Human Resources

APPROVED AS TO FORM:

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NICHOLAS G. VASKOV
City Attorney

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Review

HENDERSON POLICE SUPERVISORS ASSOCIATION:

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CHRISTOPHER AGUIAR
Association President

12/17/2022 | 10:12 PM PST

Date

Appendix A

During 2014 - 2016 negotiations, the parties agreed to maintain the Types of Discipline Chart that is an element of DPM-1094 within this Agreement and any changes to the Chart will be the subject of negotiations between the HPSA and the CITY.

1094.6 Types of Discipline Chart

The Types of Discipline Chart was developed to assist in the uniform application of our progressive discipline system.

TYPES OF DISCIPLINE CHART		
<u>Class</u>	<u>Type</u>	<u>Subsequent Similar Violation</u>
1	<u>Written Reprimand</u> – A letter from the Chief of Police or designee, outlining the sustained violations and future expectations.	24 months (2 years) after the date on the written reprimand. Subsequent similar violations add up to 12 months. Each subsequent sustained similar violation will increase the Class Level by one level.
2	<u>Minor Suspension</u> – A temporary removal from active work status, without pay for a minimum of 1 hour to a maximum of 40 hours. <u>Removal from Promotion Lists</u> – Removal of an employee from a promotion eligibility list prior to the expiration of such list.	36 months (3 years) after the date on the notice of suspension. Subsequent similar violations add up to 24 months. Each subsequent sustained similar violation will increase the Class Level by one level.
3	<u>Disciplinary Transfer</u> – The reassignment of an employee from one assignment to another at the direction of the Chief of Police. <u>Major Suspension</u> – A temporary removal from active work status, without pay, for a minimum of 41 hours to a maximum of 80 hours.	36 months (3 years) after the date on the notice of suspension. Subsequent similar violations add up to 24 months. Each subsequent sustained similar violation will increase the Class Level by one level.
4	<u>Reduction in Grade/Pay</u> – Reduction from one step in the pay scale to the next lower step in the pay scale or, for those employees not in a progressive pay scale, reduction of pay whether hourly or salary. <u>Demotion</u> – Movement of an employee from one classification to a different classification which is on a lower salary grade than the original classification.	60 months (5 years) after the date on the notice of suspension. Subsequent similar violations add up to 24 months. Each subsequent sustained similar violation will increase the Class Level by one level.
5	<u>Termination</u> – The involuntary separation of an employee from employment with the City of Henderson.	<u>Not Applicable</u>

APPENDIX B**Wage Schedule Effective in First Pay Period to include July 1, 2021 with 2.90% COLA Increase and 0.75% PERS Decrease**

Position Title	Grade	Hours	Step 1	Step 2	Step 3	Step 4	Step 5
Corrections Lieutenant	484	40	\$57.946	\$60.842	\$63.887	\$67.081	\$70.434
Corrections Sergeant	455	40	\$48.289	\$50.704	\$53.238	\$55.901	\$58.694
Police Lieutenant	488	40	\$59.377	\$62.343	\$65.463	\$68.735	\$72.172
Police Sergeant	477	40	\$49.479	\$51.950	\$54.552	\$57.279	\$60.144

COLA Increase effective June 28, 2021**PERS Decrease effective July 26, 2021****Promotional Increases will occur as follows:**

Corrections Officer to Corrections Sergeant OR Police Officer to Police Sergeant	
Officer	Sergeant
Step 13	Step 3
Step 12	Step 2
Steps 7-11	Step 1

Corrections Sergeant to Corrections Lieutenant OR Police Sergeant to Police Lieutenant	
Sergeant	Lieutenant
Step 5	Step 4
Step 4	Step 3
Step 3	Step 2

Employees will remain at the promotional wage for one (1) year

Appendix C

The City and the HPSA agree that they shall comply with the provisions of the Family Medical Leave Act (FMLA) of 1993, as well as the City's Administrative Policy C-5, Family and Medical Leave, with regard to the administration of FMLA Leave.

EXHIBIT 2



Memorandum of Agreement

between the
City of Henderson and
Henderson Police Supervisors Association
September 5th, 2023



Memorandum of Agreement

The City of Henderson and the Henderson Police Supervisors Association ("HPSA") (collectively, "the Parties") desire to amend Article 3; Article 20, Section 7; Article 22, Section 4; Article 26, Section 4; and Appendix A.

A. *Article 3 Amendment:*

The Parties recognize that clarifying language is needed in the HPSA 2021-2025 Collective Bargaining Agreement ("Agreement") regarding assignment differential pay ("ADP") for temporary duty assignments and special order time frames for acting positions. Additionally, the Chief of Police desires to recognize a new special assignment to the list in Section 2(a). Accordingly, Article 3: Classification and Representation is being amended as follows:

ARTICLE 3. CLASSIFICATION AND REPRESENTATION:

Section 1: The CITY and the HPSA agree that the following classifications are represented by the HPSA:

Police Sergeant
Police Lieutenant
Corrections Sergeant
Corrections Lieutenant

Section 2: Assignment Differential Pay:

(a) For the period assigned, HPSA Members identified below shall receive assignment differential pay (ADP) as follows:

Specialized Assignments	ADP
Acting Pay	10%
Professional Standards Lieutenant	8%
K-9/ Tactical Response Lieutenant	8%
SWAT Sergeant	8%
K-9 Sergeant	8%
Motors Lieutenant	8%
Motors Sergeant	8%
CRU/PSU Lieutenant	8%
PSU Sergeant	8%
Narcotics/ROP/Intel Lieutenant	8%
Homeland Security Sergeant	8%
Homeland Security Lieutenant	8%
Narcotics Sergeant	8%

ROP/Intel Sergeant	8%
Investigations Lieutenant	8%
Investigations Sergeant	8%
Field Training Supervisor (per Section (c))	8%
Training Lieutenant	8%
Training Sergeant	8%
Support Lieutenant (Jail)	8%
Intelligence Lieutenant (Jail)	8%
Intelligence Sergeant (Jail)	8%
Technical Services Lieutenant	8%
Accreditation Sergeant	8%
IAB Lieutenant	8%
IAB Sergeant	8%
CRU Sergeant	8%
Administrative Sergeant	8%
Administrative Lieutenant	8%
PIO Lieutenant	8%
PIO Sergeant	8%
Special Programs and Services Sergeant	8%
Special Programs and Services Lieutenant	8%

If determined necessary by the Chief of Police that new specialized assignments are required and are eligible for ADP, a Sergeant and/or Lieutenant will receive the applicable ADP.

- (b) Assignment differential pay is a temporary monetary compensation paid to HPSA Members who are assigned to the assignment categories indicated above. ADP assignments are not promotional and therefore, no property rights exist. Employees shall only receive ADP pay for the duration of their assignment and the elimination of an ADP does not constitute a reduction in salary as defined in NRS 289.010. **Assignment to an ADP position is defined as an ongoing assignment with no identified end date or a temporary duty assignment established through special order for a period of thirty (30) days or more. While assigned to an ADP position, the assigned supervisor is subject to all rules and regulations associated with the ADP assignment regarding shift scheduling and overtime as outlined in Article 20. ADP is not applicable to light duty or modified duty assignments.**

The parties recognize that certain specialized assignments require flexibility in work hours, locations and the sharing operational guidance during active enforcement incidents.

Section 5: **Acting Pay:** Sergeants and Lieutenants who are directed via department Special Order by the Deputy Chief of Police, Chief of Police, or designee, to temporarily accept the responsibilities of their superior officer (Lieutenant or Captain) will be awarded acting pay. Acting pay shall be paid at a rate of ten percent (10%) higher than the HPSA Members current hourly rate and be in addition to any applicable shift differential and assignment differential if the elevated responsibilities are in a position eligible for an assignment differential. **Acting pay is only applicable**

to hours worked in the out of class capacity as designated by the special order. While assigned to an acting position the assigned supervisor is subject to all rules and regulations associated with the acting assignment regarding shift scheduling, and overtime as outlined in Article 20.

B. Article 20, Section 7; Article 22, Section 4; Article 26, Section 4; and Appendix A.

ARTICLE 20. OVERTIME PAY:

Section 7: Time and One-half Overtime

(e) Contracted Overtime Expectations and No-Call-No Show/Late to Assignment

- (4) ~~All cases of~~ Any sustained findings of unexcused tardiness and absent without leave notification will be handled in accordance with Appendix A. ~~DPM1094.~~

ARTICLE 22. HPSA MEMBER DISCIPLINE/TERMINATION:

Section 4:

(a) It is agreed that the CITY has a right to discipline or discharge, in accordance with the Henderson Police Department Manual (DPM) 1090 1094 and Appendix A. ~~Discipline matters, as outlined in the DPM1094, and discharge is subject to the grievance procedure.~~ Discipline must be imposed according to the terms of the Code of Conduct and corresponding discipline as set forth in the Appendix – Code of Conduct (from DPM1090), attached hereto as Appendix A.

~~(a) Types of Discipline: HPSA Members who do not correct unsatisfactory conduct or performance, or who commit offenses of such a serious nature as outlined in (DPM) 1094 and Appendix A, are subject to the following:~~

~~(1) Suspension: An HPSA Member may be suspended without pay as a disciplinary measure. Suspension without pay pursuant to NRS 289 requires a pre-disciplinary hearing and must have the approval of the Chief of Police.~~

~~(2) Demotion: An HPSA Member may be demoted as a result of a disciplinary action. Prior to any demotion, an HPSA Member shall receive a pre-disciplinary hearing.~~

~~(3) Probation: As a form of discipline a HPSA Member may be placed on probation for a period not to exceed~~

~~six (6) months in an effort to further evaluate and rehabilitate the HPSA Member. Should a Member be subject to this probationary period, they would not be eligible for a step increase during this time. A step increase would be awarded at the end of the successfully completed probationary period.~~

~~(4) Termination: An HPSA Member may be terminated as a result of disciplinary action. Prior to any termination, the HPSA Member shall receive a pre-disciplinary hearing. This pre-disciplinary hearing will not be scheduled until the HPSA representation or the employee's representative(s) has had a minimum of two (2) weeks to examine the investigative file that will be the foundation for the hearing.~~

(b) Notification: An HPSA Member shall be notified in writing of any disciplinary action that could lead to suspension, demotion, or termination, and shall be afforded the opportunity to meet with the Chief of Police or designee to discuss the proposed disciplinary action prior to the action being taken. An HPSA Member may also respond to the proposed disciplinary action in writing.

(c) Discipline matters are subject to the grievance procedure.

ARTICLE 26. RULES AND REGULATIONS:

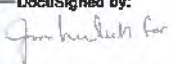
Section 4: ~~Section 1094.6 Types of Discipline Chart will remain in this DPM1090~~
~~Appendix – Code of Conduct is attached to this Agreement as~~
~~Appendix A and changes to it this chart will require proper~~
~~bargaining between the parties.~~

APPENDIX A:

The chart in Appendix A is being amended and replaced by DPM1090 Appendix – Code of Conduct, attached hereto this MOA.

This Agreement modifies the terms of Article 3; Article 20, Section 7, Article 22, Section 4, Article 26, Section 4, and Appendix A of the Agreement as referenced above. This Memorandum of Agreement does not affect, impact, modify or amend any other provision of the Agreement, or any sections not referenced or modified in the Articles listed above.

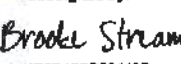
**CITY OF HENDERSON
CLARK COUNTY, NEVADA**

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Richard A. Derrick
City Manager/CEO

09/14/2023 | 9:13 AM PDT

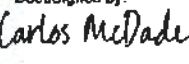
Date

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Brooke Stream
Director of Human Resources

09/11/2023 | 3:16 PM PDT

Date

DocuSigned by:

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Carlos McDade
Chief Labor Negotiator

09/11/2023 | 2:23 PM PDT

Date

Approved as to Funding Only:

DocuSigned by:

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Maria Gamboa
Director of Finance

09/12/2023 | 4:13 AM PDT

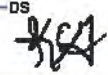
Date

Approved as to Form Only:

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Nicholas Vaskov
City Attorney

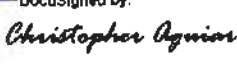
DS


CAO
Review

09/13/2023 | 7:43 AM PDT

Date

Henderson Police Supervisors Association

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Christopher Aguiar
President

08/15/2023 | 5:26 PM PDT

Date

APPENDIX A

APPENDIX to DPM 1090 – CODE OF CONDUCT¹

I. CLASS DESIGNATIONS

As with the rest of this policy, the Class Designations are to be used as guidelines for determining similar Types of violations. It is possible to have multiple violations within each Type without committing the exact same violation. Subsequent violations within each Type may be considered second, third, or fourth violations when the violations are similar in nature and fall within the same class Type.

All violations will fall into one of three Types:

1. **Conduct Violations** are those that are specific to the overall conduct of the employee, whether on or off duty. These violations are not specific to the performance of one's duties or their attendance at work.
2. **Performance Violations** are those that are specific to the way in which an employee performs their assigned tasks or the requirements of their job, to include safety.
3. **Attendance Violations** are those specific to arriving on time and being in attendance at their assigned work area.

II. CLASS DESIGNATION MATRIX

The Class Designation Matrix (CDM) is designed to help determine the range of sanctions to be received by an employee who violates a department policy, procedures, rules, or regulations, and/or the adopted laws of the local, State, or Federal Government.²

Each of the following sections describes a possible violation of Department Policy and Procedure by Category and assigns a Class Designation to it.

In cases where multiple policy violations of different classes occur, the highest-class violation will be used to determine the appropriate level of discipline for the investigation. Officers will not receive additional discipline for lower-level class violations arising out of the same investigation,

¹ The Appendix is the negotiated and bargained for Disciplinary Matrix and is separately incorporated into the collective bargaining agreements (CBA) with the Henderson Police Officer's Association (HPOA) and Henderson Police Supervisors Association (HPSA) as an exhibit to the CBAs. The actual body of DPM1090, which sets forth the investigative process, the pre-disciplinary hearing procedures, and implementation of such discipline, is not negotiated or incorporated into the CBAs. Management has the right to amend DPM1090, but any such amendment shall be made in accordance with Section 3 of Article 25 of the HPOA CBA and Section 3 of Article 26 of the HPSA CBA.

² DPM1090 is not incorporated into the Teamsters Local No. 14 (Teamsters) CBA. HPD understands that all discipline issued to an employee represented by Teamsters, must comply with its applicable CBA. The appendix to DPM1090 will be utilized only as a guideline to determine the appropriate level of discipline to issue to a Teamsters employee in accordance with the Disciplinary Article set forth in Teamsters CBA. Similarly, Civil Service Employees are subject to the Civil Service Rules. HPD understands that all discipline issued to Civil Service Employee, must comply with the Civil Service Rules. Therefore, the appendix to DPM1090 will be utilized only as a guideline to determine the appropriate level of discipline to issue to a Civil Service employee in accordance with the Civil Service Rules.

but the lower-level class violations will still be included in the final disciplinary action documentation for future consideration as appropriate. The intent is to document each class violation, but to avoid compounding the discipline an employee receives for a single investigation of misconduct.

CONDUCT VIOLATIONS			
Category	Commentary	Violation	Class
Acceptance of Gifts or Rewards	Employees shall not solicit or accept rewards for performance of duties, ask for gratuities or use their position to seek favors of any kind. Any offer of reward, gratuity, gift, fee or favor shall be courteously declined.	Failure to decline a reward, gratuity, gift, fee, or favor.	1
		Accepting or soliciting a bribe for performing an assigned duty	7
Civil Process	Employees shall not provide service of any civil process, unless in the performance of their duties.	Unauthorized service of legal process.	1
Conduct Unbecoming	Employees shall conduct themselves in a manner that will reflect favorably upon the Department.	Use of rude or insulting language or conduct offensive to the public while in performance of your official duties.	1
		Conducting private business while on duty without specific supervisory authority.	2
		Conduct unbecoming an employee which has the potential to bring discredit to the Department.	4
		Conducting business transactions with person confined and in custody during official police contact.	4
		Involvement in the commission of a crime.	7

		Renunciation of citizenship or allegiance to the United States or the State of Nevada or the taking of an oath of allegiance or otherwise pledging allegiance to any foreign country or organization that advocates the violent overthrow of the government of the United States or the State of Nevada.	7
		Becoming a prohibited possessor of a firearm as subject of an order of protection.	7
		Becoming a prohibited possessor of a firearm relative to a conviction of a misdemeanor crime of domestic violence.	7
		Intentional manipulation of MVICS system to negate the capture of video or audio as required.	7
Contributions	Employee shall not solicit from the public any contributions or donations while representing the department or identifiable as a department employee without the consent of the Chief of Police.	Employees seeking improper contributions or donations.	4
Criminal Proceedings	An employee shall not recommend that criminal or traffic offenses be reduced or dismissed unless they are the arresting officer or complaining witness and then only to cooperate with the prosecutor of court in the interest of justice.	Improper recommendation to the prosecutor for the disposition of traffic or criminal offenses.	2
Divulging Criminal/ Confidential Records & Information	No employee shall divulge the criminal record or any confidential record or information of any other person unless necessary to conduct an investigation or under due process of law.	Divulging Confidential Records of one person to another, except when necessary to conduct a criminal or Department investigation or under due process of law.	4

	This shall not prohibit the release of information to authorized law enforcement agencies or the release of facts connected with daily police activities to the press, radio or television as outlined in policy.	Disclosure of official business of the Department except as authorized.	4
	Employees shall not reveal official business of the Department except to those for whom it is intended or as directed by a supervisor or under due process of law. This shall not prevent the release of legitimate public information concerning daily police activities to the press, radio or television.	Misuse of NCIC.	7
		Divulging Criminal History Record Information of one person to another, except when necessary to conduct a criminal or Department investigation or under due process of law.	7
Drugs	No employee shall use illicit or illegal drugs, nor shall they appear for duty or be on duty while impaired by prescription drugs.	Willfully using any illicit or illegal drug.	7
		Reporting for duty while impaired by a prescription medication.	7
	No employee shall abuse any prescription drug.	Abuse of prescription drug	7
Harassment	All harassment, discrimination, and hostile work environment complaints will be investigated through Human Resources.	Harassment or discrimination against any employee.	7
Off-Duty Police	Officers filing suit for damages or settling the same without reporting the matter in writing to the Chief of Police through proper channels for incidents that occurred while on duty.	Officer filing suit for damages or settling the same without notification per policy.	1

	Officers will not apply for a warrant for arrest with themselves as a victim.	Officer applying for a warrant of arrest as a victim.	4
	Officers will not take police action in a situation where minor traffic and criminal violations occur. Off-duty officers observing minor violations, which they feel require police action, will refer the matter to on-duty personnel of the jurisdiction in which the offense occurred.	Officer taking inappropriate police action when off-duty.	4
	Off-duty officers may take reasonable and prudent police action on felony or serious criminal matters coming to their attention.		
Off-Duty Police	Officers will not identify themselves or use their police authority in their personal affairs or those of their family, friends or neighbors unless such action is warranted by the immediate threat of serious bodily harm or property damage. On-duty personnel will investigate those incidents that require police action.	Officer taking inappropriate police action in personal situations when off-duty.	7
(continued)	Officers will not use their police authority while engaged in outside employment.	Officer taking inappropriate police action when engaged in outside employment.	7

Public Appearances	All plans for public appearance before groups of any kind, including radio and television, for the purpose of discussing police problems shall be cleared through the Division Commander. Nothing in this section shall prevent officers from making extemporaneous statements or speeches when called upon to do so provided no Department Policies or Procedures are violated.	Employees engaged in unauthorized public appearances.	1
	Employees shall not engage in derogatory or inflammatory political or religious discussions during public exposure while on-duty nor shall they speak critically of the nationality, race, sex or beliefs of another person.	Engaging in derogatory or inflammatory political or religious discussions in public while on duty.	2
		Speaking critically of nationality, race, sex or beliefs of another person while in public and on duty.	4
Recommendations Prohibited	Employees shall not recommend any product or service related to departmental business such as an attorney, ambulance service, towing service, bondsman or funeral director, etc., while in a professional capacity.	Making inappropriate recommendations	1
Untruthfulness	Employees are required to be truthful in all official business except when using appropriate and legal, investigative techniques.	Employees who are found to have been untruthful during an internal investigation, in completing official department documents, or in the course of their official duties.	7

PERFORMANCE VIOLATIONS			
Category	Commentary	Violation	Class
Alcohol	No Employee in uniform or wearing any identifiable part of the uniform shall drink or purchase alcoholic beverages, except in the line of duty.	Employee in uniform or wearing any identifiable part of the uniform drinking or purchasing alcoholic beverages for immediate consumption.	5
		Unfit for duty due to the consumption of alcoholic beverages. An employee will be considered unfit for duty if a breath analysis records a reading of .01 or above.	7
	Plainclothes officers may consume alcoholic beverages on duty only with the prior approval of a supervising officer and in conjunction with official police business.	Officer while acting in authorized undercover capacity intoxicated or consuming alcohol without prior approval of a supervisor in conjunction with official police business.	7
Attentiveness To Duties / Neglect of Duty	Employees shall be attentive to their duties. Inattentive behavior shall include that which affects the operation or efficiency of the organization or the efficiency of the employee.	Inattentiveness to duty.	1
		Failure to answer, without justifiable reason, when called by radio or MDT.	1
		Failure to activate MVICS system as required.	1
		Asleep while on duty.	2
		Failure to properly complete an investigation and make necessary reports.	2
		Failure to take police action when necessary.	3
		Failure to thoroughly search for and properly collect and identify evidence of persons, property and locations in any arrest or investigation.	3

		Failure to turn over seized, found or recovered property directly to property custodian, court or owner.	3
		Loss of seized, found or recovered property by negligence.	3
Bias/Racial Profiling	Officers will not engage in bias/racial profiling in the performance of their duties.	Using bias/racial profiling in the performance of duties.	7
Department Property	Employees will not misuse or abuse city equipment and shall report to their supervisor in writing all loss of or damage to city-owned equipment. Any employee guilty of willful damage or negligence leading to damage or loss of department property may be required to pay for the cost of its repair or replacement and may also receive disciplinary action.	Failure to properly care for assigned equipment or any Police Department property, excluding vehicles.	1
		Failure to report loss of, or damage to department property.	3
		Willfully damaging department property.	5
False Reports	No employee shall, with intent to deceive, knowingly cause to be made or recorded any false or inaccurate reports, nor shall any employee knowingly omit or cause to be omitted any information which is required to be recorded in any Department report.	Knowingly making a false statement or entry in any departmental report, record, application, interview, hearing or judicial proceeding.	7
		Falsification of payable time to fraudulently obtain additional monies.	7
Identification	Employees shall supply at a minimum their last name and P# (number) upon request by any person.	Failure to supply name and number upon request.	1
Insubordination	Employees shall treat supervisors in a respectful manner. Employees are prohibited from making personal attacks that ridicule, belittle or defame another employee.	Failure to treat supervisors, in a respectful manner.	1
		Using profane or insulting language to a supervisor.	2

	Employees will not speak critically or in a derogatory manner to other officers, employees or any person regarding orders or instructions issued by a superior officer or supervisor. It is the right of any employee to respectfully call it to the attention of the supervisor issuing the order or to his superior that such orders or instructions are inconsistent or unjust.	Refusal to obey lawful direct orders from a supervisor.	7
		Failure to comply with any orders, directives, regulations, etc., oral or written, whether stated in this directive or elsewhere. Repeat offenses must be of the same or similar directive.	7
Leaving Assigned Area	An on-duty officer shall not leave the city limits or leave their assigned beat without authorization by a supervisor and/or exigent circumstances.	Leaving city limits while on duty without radio call-out or authorization from supervisor.	1
		Leaving beat, work area, or area command while on duty without being dispatched or authorization from supervisor.	1
Maintaining Performance Standards	Employees are required to maintain an acceptable level of performance in all areas designated by the Department.	Failure to maintain acceptable level of performance	7
Reporting To Supervisors	Employees must report to their supervisor knowledge of any unusual activity, situation or problem that involves the duty of the Department to uphold the law, keep the peace or protect lives and property.	Failure to report unusual activities, situations or problems to a supervisor while on duty.	2
	Employees will notify the Department via their chain of command within 24 hours when they are arrested, cited, or suspected of having committed an offense in an investigation being conducted by any law enforcement agency if known by the employee.	Failure by an employee to notify a supervisor and Department for an arrest, citation, or a known investigation being conducted by a law enforcement agency within 24 hours, excluding minor traffic violations.	4

		Failure to report an unreasonable use of force, or any unlawful conduct by any employee or other public safety associate to a supervisor.	7
Supervisors	No supervisor or person of any rank is exempt from the rules of the organization simply because of the position held by such person. Flexibility and judgment are required in enforcing the rules when the competence of a supervisor is questioned because of the additional authority and greater responsibility.	Failure to ensure proper care of Departmental property and equipment.	1
		Failure to ensure employees perform required duties.	1
		Using profane or insulting language directed at a subordinate.	2
		Failure to properly perform required supervisory responsibilities.	4
		Failure to investigate and report actual or alleged incidents of misconduct or violation of Department Policies and Procedures.	4
		Misuse and/or abuse of supervisory authority or privilege.	5
Telephone Number and Address	All employees shall maintain a residence address and personal telephone number on file with the Department.	Failure to maintain a required contact information.	1
	All employees are required to monitor and respond to messages sent to their department issued cellular phone	Failure to monitor and respond to messages in the normal course of duty.	1
	Employees shall notify the department of any change of residence address and telephone number within twenty-four (24) hours of the change.	Failure to notify Department of change in contact information within 24 hours.	1
Tobacco	Employees are restricted from using tobacco, smokeless	Use of tobacco products without being concealed from public view.	1

	tobacco, and vape products while on-duty.	Use of tobacco products in a city vehicle or facility.	1
Use Of Electronic Equipment	All use of the City of Henderson's computer systems will be in compliance with the appropriate Policy and/or Procedure.	Improper use of electronic mail.	5
		Improper use of internet services.	5
		Improper use of computers.	5
		Use of City computers/phones to access or distribute materials with sexual content.	7
Use Of Force	The department is committed to resolving conflicts with the use of communication skills, crisis intervention and de-escalation tactics, when feasible.	Failure to utilize de-escalation tactics when feasible and safe to do so.	4
		Intentionally acting in a manner that provokes a use of force.	7
	Officers will only use necessary force to fulfill lawful objectives in accordance with policy, procedure, training, and case law.	Excessive use of force.	7
	Any employee who is present for, observes, or becomes aware of another agency employee or public safety associate engaged in an unreasonable use of force has the affirmative duty to intercede within their scope of authority and training if safe to do so, and to report the incident to a supervisor.	Failure to intervene in excessive use of force as required by law.	7
		Failure to make appropriate notifications concerning an incident involving excessive use of force	7
	Vehicle operation -Employees shall not use Department vehicles without the permission of a superior officer, nor shall they use them for other than	Employee commits traffic violation for no valid reason while in Department vehicle	1
Vehicles And Driving			

	official police business. When using a Dept. vehicle, they will be used in a safe and lawful manner.	Employee fails to use a seatbelt while operating a department vehicle as applicable.	1
		Employee is at fault in a non-citable accident resulting in damage to a department vehicle or other property.	1
		Employee commits a minor traffic violation in a department vehicle resulting in an accident with damage.	1
		Employee uses Department vehicle for other than official business or for personal use and benefit.	2
		Employee operates a vehicle in a manner posing serious risk to public safety.	4
		Employee commits a minor traffic violation in a department vehicle resulting in an accident with damage including substantial injury, or death.	5
		Employee commits a traffic violation of a serious nature in a department vehicle resulting in an accident with damage including substantial injury, or death.	6
		Employee operates a vehicle with willful and wanton disregard for public safety resulting in injury or death	7
	Care For Vehicles – Employees will not misuse, or abuse city owned, rented, or leased vehicles and shall properly care	Failure to properly care for assigned vehicles.	1

	for assigned vehicles. Employees shall notify their supervisor immediately of all losses from or damage to city-owned, rented or leased vehicles and then submit a written report as soon as practical.	Causing damage to a department vehicle or contributing to the loss of the vehicle or the loss of any property or equipment from the vehicle due to carelessness or neglect (excluding accidents).	3
		Failure to report loss, damage, or accident.	5
		Intentionally causing damage to a department vehicle or contributing to the loss of the vehicle or loss of any property or equipment from the vehicle.	7

ATTENDANCE VIOLATIONS			
Category	Commentary	Violation	Class
Reporting For Duty	Employees will be punctual, prepared for duty as assigned, and report for their regularly scheduled shift at the time and place designated. Duty/Shift includes reporting for court, mandatory training, firearm qualification, other special assignments, meetings or temporary schedule changes at the time and place designated.	Unexcused tardiness.	1
		Absent without leave.	5
		Abuse and/or misuse of sick leave.	5

VIOLATIONS NOT LISTED			
Category	Commentary	Violation	Class
Violations Not Listed	It is not possible to list all possible conduct, performance, and/or attendance violations within the Class Designation Matrix, therefore any violation not listed will fall into this category.	Violations not listed elsewhere in the Class Designation Matrix.	4

III. DISCIPLINE AND PRIOR OFFENSES

The Department is committed to utilizing disciplinary actions as a means to change and correct behavior. The Department will normally apply discipline progressively, however, based on the severity of the violation and/or the totality of the incident, there will be times when non-progressive discipline, up to termination, may be warranted and implemented.

IV. TYPES OF DISCIPLINE CHART

The Types of Discipline chart outlines the discipline to be imposed based upon a sustained violation.

TYPES OF DISCIPLINE			
CLASS	TYPE	DESCRIPTION	RETENTION PERIOD FOR SAME/SIMILAR CONDUCT ENHANCEMENT
1	WRITTEN REPRIMAND	Formal notice outlining the sustained violations and future expectations.	12 months (1 year) after the date of investigation initiation
2	INITIAL SUSPENSION	Removal from work status without pay (10 hours)	18 months (1.5 years) from the date of investigation initiation.
3	MINOR SUSPENSION	Removal from work status without pay (20 hours)	24 months (2 years) from the date of investigation initiation
4	MODERATE SUSPENSION	Removal from work status without pay (40 hours).	36 months (3 years) from the date of investigation initiation.
5	MAJOR SUSPENSION	Removal from work status without pay (80 hours)	48 months (4 years) from the date of investigation initiation.
6	DEMOTION OR REDUCTION IN GRADE/PAY	DEMOTION: Movement of an employee from one classification to a different classification which is on a lower salary grade than the original classification. REDUCTION: Reduction from one step in the pay scale to the next lower step in the pay scale or, for those employees not in a progressive pay scale, reduction of pay whether hourly or salary.	60 months (5 years) from the date of investigation initiation.
7	TERMINATION	Involuntary separation of an employee with the City of Henderson	NOT APPLICABLE

V. TYPES OF DISCIPLINE CHART PROVISIONS

- For a first offense (class 1) violation the Reviewing Authority may determine that the sustained violation does not warrant formal discipline, and in such cases, the matter may be referred to a supervisor for corrective measures, such as coaching and counseling or additional training. Same or similar violations within a 12-month period would be considered a class 1 violation.
- Suspension time for class 2 & 3 violations must be served within one pay period after final disposition and must be completed on the earliest date(s) possible in accordance with proper notification times and minimum staffing requirements.
- Suspensions for class 4 & 5 violations must be served within two pay periods after final disposition and must be completed on the earliest date(s) possible in accordance with proper notification and minimum staffing requirements. Employees will not be required to serve more than ½ of the suspension per pay period.
- Employees may not work elective overtime until all imposed suspension time has been served.
- Class 4 and above violations include the removal of personnel from promotional lists and/or the disciplinary transfer of personnel.
- The Chief of Police maintains the ultimate authority regarding disciplinary matters and may modify or overturn any disciplinary decision.

SIGNATURES

CITY OF HENDERSON

DocuSigned by:

E6192FE8CD8B4AA

Jim McIntosh
Assistant City Manager/Chief Financial Officer

HENDERSON POLICE SUPERVISORS ASSOCIATION

DocuSigned by:

DCB763AA4B29A8C

Christopher Aguiar
HPSA President

EXHIBIT 3

MEMORANDUM

TO: Lt. Jim Dunlap Grievance Committee Chairperson
Henderson Police Supervisors Association

FROM: C. Hedrick on behalf of the HPSA

DATE: 10/11/24

RE: Denial of Union Leave in violation of the CBA

Pursuant to Article 29 of the Labor Agreement between the City of Henderson and the Henderson Police Supervisors Association (HPSA), I respectfully submit the following grievance as a result of the Henderson Police Department's and the City of Henderson's failure to negotiate in good faith regarding a mandatory subject of bargaining.

DEFINITION OF GRIEVANCE

Article 29 of the Labor Agreement defines a grievance as follows:

“ . . . any dispute which arises regarding an interpretation, application, or alleged violation of any of the provisions of this Agreement or policy or procedure.”

FACTUAL BACKGROUND

On or about September 18, 2024, I was informed by Captain J. Morrow that he needed to see me. Captain Morrow informed me that I was utilizing union leave on Sundays and Mondays, and that it was creating overtime. I explained to Captain Morrow that the contract allows me to control the utilization of union leave, and that by using union days on Sunday and Monday, I was able to not split my weekend. Captain Morrow advised he understood and did not advise me anything further.

On or about October 2, 2024, I was again informed by Captain Morrow that he needed to speak with me. I met with Captain Morrow, and he advised me that I could no longer use union leave when it created overtime. I advised Captain Morrow that I had a labor/management meeting on October 3, 2024, and I would ask for clarification then.

On October 3, 2024, during the labor management meeting, I brought up the issue of union leave creating overtime. I was informed by Chief Chadwick that she has an obligation to be fiscally responsible and that I have used six union days on Sunday creating overtime. I explained my reasonings being that taking union leave on Tuesday and Wednesday split my week and were less desirable days to take off. Chief Chadwick did advise me that if the City was willing to pay overtime every time I utilized union leave that she did not care. I then began to speak with human

resources (London Porter) asking for clarification and guidance. I explained I currently had five pending overtime shifts that were a result of union leave and needed clarification from the City. London Porter informed me that by the end of business on October 8, 2024, he would provide me with an email explaining the City's position. I did not receive any correspondence from London Porter, and upon my return to work on the evening of October 8, 2024, the overtime shifts had been assigned by someone else.

At no point, in this meeting, did anyone in management explain that I was not allowed to utilize union leave if it created overtime.

On October 9, 2024, I was again contacted by Captain Morrow. Captain Morrow explained to me that I was no longer allowed to use union leave on Saturday or Sunday night (Sunday and Monday) because it created overtime. Captain Morrow explained he was being directed by Deputy Chief Henn to implement this restriction. I asked Captain Morrow for an email explaining the City's position on union leave creating overtime. Captain Morrow attempted to come to a solution by requesting I move to another shift that would not create overtime. I agreed to this even though the movement was not something I really wanted, but I was attempting to resolve the issue of overtime.

Captain Morrow later called me by phone and informed me the Chief would not move me to a shift that did not create overtime, that I was not allowed to use union leave on Sunday or Monday, and that the chief would send me an email explaining the City's position.

Chief Chadwick later sent an email which stated she can approve or deny union leave. I replied asking for guidance on how she will determine what leave is approved and what is not. She replied advising me to schedule a meeting.

ARGUMENT

Article 30, Section 4 of the Labor Agreement between the City of Henderson and HPSA states as follows:

The CITY agrees to provide one thousand two hundred (1200) hours of Union Leave per fiscal year for use of the HPSA President or designee to conduct HPSA business, i.e., conventions, seminars, training, lobbying etc. HPSA Members utilizing this leave will record their time using the appropriate TRC code.

(a) The HPSA President, or his designee, will determine the use of association leave.

(b) The HPSA agrees not to exceed six (6) individual requests for HPSA leave at one time and, under normal circumstances, no two of the individuals can be from the same shift of the Department unless authorized by the Division Commander. All leave will be approved by the Department Head or designee.

(c) When HPSA members participate in departmental or City committees or work groups as representatives of the HPSA (i.e. Assessment Centers and the Promotional Process, Diversity Committee, Risk Management Committee, Management Team Meetings, etc.) they will record their time using the appropriate TRC code.

(d) Approved union leave taken during normal working hours will be considered time worked for the purposes of computing overtime.

According to the CBA between the HPSA and the City of Henderson, utilization of union leave is determined by the HPSA President. There is no portion of the CBA that bars the utilization of leave if the leave creates overtime. Further, the CBA states the department head will approve union leave. The CBA does not state that union leave is subject to the approval of the department head.

Additionally, informing the HPSA that union leave cannot create overtime when conducting union business, makes it impossible for some members of the executive board to conduct union business, as anytime they would be off for union related matters would create overtime.

I have been a member of the HPSA executive board since 2020. During my nearly five years on the executive board, at no point in time has the utilization of union leave been subject to the approval of the chief or the chief's designee. Further, numerous overtime shifts have been created by HPSA members utilizing union leave, and it has not been a problem until now.

REMEDY REQUESTED

Therefore, HPSA requests that the following action be taken by the City to remedy these violations:

1. Cease and desist all matters of approving or denying union leave.
2. Follow the CBA and allow the union president or his/her designee be the sole decider in when union leave is authorized.

Based upon the foregoing, we request that the Grievance Committee uphold this grievance and present a signed written grievance to Chief Hollie Chadwick or her designee in compliance with Step 2 of the grievance procedure outlined in Article 29 of the HPSA Labor Agreement.

Respectfully,



Lt. C. Hedrick #1632
President
Henderson Police Supervisors Association
On behalf of the Henderson Police Supervisors Association

EXHIBIT 4

**UNDER THE RULES OF THE FEDERAL MEDIATION AND CONCILIATION
SERVICE (FMCS) IN THE MATTER OF:**

The Henderson Police Supervisor's Association,	Grievants,	FMCS Case: 251231-02350
and		Before: Arbitrator Betty R. Widgeon
The City of Henderson	Employer	

Appearances

For the Union

Andrew S. Regenbaum, Esq.
Feldman, Kleidman,
Coffey, Sappe & Regenbaum LLP
Fishkill, New York 12524

For the Employer

Benjamin Gehrt, Esq.
Clark Baird Smith LLP
6133 N. River Road, Suite 1120
Rosemont, Illinois 60018

Kristina Gilmore, Esq.
Christian M. Orme, Esq.
Assistant City Attorneys
240 Water Street, MSC 14411
Henderson, Nevada 89015

Dates of the Hearing:
Location of the Hearing:
Transcript Received and Case Closed:
Date Decision Submitted:

April 2, 2025
240 Water Street, Henderson, NV
April 29, 2025
July 21, 2025

Issue

Did the City of Henderson violate Article 30 Section 4 of the parties' Collective Bargaining Agreement relative to Union Leave when it denied Association leave approved by the Henderson Police Supervisor's Association ("HPSA") President? If so, what shall the remedy be?

Decision

Having carefully considered Article 30 of the parties' CBA and the evidence presented by both parties, the Arbitrator finds that the Union failed to prove by a preponderance of the evidence that the City of Henderson violated the CBA when it denied association leave approved by the HPSA President. Therefore, the Grievance is **DENIED**. A brief background and the Arbitrator's analysis begin on page two.

Background

The Henderson Police Supervisors Association (“HPSA”) is one of four unions in the City of Henderson and the only one that does not have a full-time Union representative and for which no members of the board receive monetary compensation for their work in those positions. Instead, the Union is designated a number of hours to be used for Union affairs, and those hours are allocated among the Union board members when they conduct Union business.

In 1995, the predecessor Henderson Police Officers Association [Police Supervisors] (HPOA) contract, on which the HPSA contract is based, provided 120 hours of Union time and required a 30-day approval notice period. The language provided that the City retained “absolute final authority in granting of leave for Union business.” The contract further stated that leave would be accommodated to the best of the City’s ability without undue problems in scheduling, overtime, and other problems that may arise from time to time. Subsection A, which has remained virtually unchanged, provided that “the president or his designee will determine the use of association leave.”

In 1998, when a new HPOA CBA was negotiated, the number of Union hours was increased from 120 to 240. Section 4 B included new language stating, “All leave will be approved by the Department Head or designee.” In the 2003-2008 contract between the HPOA and the City of Henderson, the number of Union leave hours was increased to 720 hours. That contract also provided that all leave would be approved by the Department Head or designee.

In 2005, the City of Henderson negotiated its first contract with the HPSA. That contract carried over language directly from the 2003-2008 HPOA contract, including the number of Union leave hours and the language in 4A and 4B. In the 2008-2011 contract between the City and the HPSA, the number of Union leave hours was increased from 720 to 1200, where it remains. The language in 4A and 4B was unchanged.

In 2022, for the first time since the creation of the HPSA, there was an occasion on which the City denied Union leave. The leave in question was for Grievant, who was not the Union president at that time. The leave was denied for what the City described as an operational reason. The Union filed a grievance contesting the timing of the denial, which came after money had been spent to send Grievant to a conference. The Union subsequently withdrew that grievance without taking it to arbitration.

A second denial of Union leave occurred in 2023, when Captain Denison noted that the then-Union President was using leave on consecutive Sunday evenings. Captain Denison shared his concerns that (1) the Union leave was not being used for Union business but, rather, as a sort of “flex-time” to make up for meetings and activities that had taken place during the week and (2) that the practice caused an entire shift of out-of-class watch commander pay. No grievance was filed.

In the fall of 2024, Grievant, who had become the Union president, used Union leave on consecutive Sunday and Monday nights for four weeks in a row. The City denied the leave and addressed the issue with the Union in a labor-management meeting. In response, the Union filed the instant grievance. The grievance proceeded through the steps below and was appealed to arbitration. The undersigned held the arbitration hearing on April 2, 2025. Both sides were represented by seasoned Advocates. Before the start of the hearing, each confirmed that the grievance was properly before the Arbitrator. The Advocates confirmed that, although Article 29, Section 1, Step 8 states the non-prevailing party is responsible for the arbitrator’s fee and related expenses, they agreed that the Arbitrator would split her fee equally between the parties and the parties would work out the allocation per the contract.

Each side had the opportunity to make opening statements and closing arguments, submit exhibits, question its witnesses, and cross-examine the other side's witnesses. The matter is now ready for Decision and Award.

Pertinent Contract and Related Provisions

Article 30 [Section 4]

The CITY agrees to provide one thousand two hundred (1200) hours of Union Leave per fiscal year for use of the HPSA President or designee to conduct HPSA business, i.e., conventions, seminars, training, lobbying etc. HPSA Members utilizing this leave will record their time using the appropriate TRC code.

- (a) The HPSA President, or his designee, will determine the use of association leave.
- (b) The HPSA agrees not to exceed six (6) individual requests for HPSA leave at one time and, under normal circumstances, no two of the individuals can be from the same shift of the Department unless authorized by the Division Commander. All leave will be approved by the Department Head or designee.
- (c) When HPSA members participate in departmental or City committees or work groups as representatives of the HPSA (i.e. Assessment Centers and the Promotional Process, Diversity Committee, Risk Management Committee, Management Team Meetings, etc.) they will record their time using the appropriate TRC code.
- (d) Approved Union leave taken during normal working hours will be considered time worked for the purposes of computing overtime.

Position of the Parties

The Union

The Union's position is that the City is obligated to approve Union time as designated by the Association president or designee and that it violated Article 30, Section 4 of the CBA by failing to do so. It argues that the Union president is guided in its allocation of Union hours by guardrails that the Association president cannot take more than two officers from the same shift and that the president cannot take more than six supervisors at one time. The Union understands

the contract to provide that, the division commander's only real decision about whether or not to authorize Union hours arises if the Association president deviates from those guardrails.

Assuming that the Union president remains within the guardrails, however, the Association believes and argues that the department head is required to approve Union hours. In support of this position, it points to the fact that the last sentence of Subsection B does not say that the department head "can" or "may" approve leave but, rather, that the department head "will" approve the leave, which it takes to mean that the department head "must" approve the leave.

The Union goes on to argue that, if the City were to have the discretion to approve or deny leave, there would be abuses of power and the language of the CBA on this subject would be rendered meaningless. It also argues that there is nothing in the contract that states that the City can deny leave for reasons of operational efficiency or overtime issues.

The Union points out that, from 1998 to 2022, no Union hours were denied to the HPOA, that, from inception in 2005 until 2022, no Union hours were denied to the HPSA, and that operational efficiency was never raised as a concept. The Association believes that the CBA language gives the Association president the exclusive right and discretion to assign Union leave for the benefit of the Union. It points out that Section 4, Subparagraph B states that all *leave* will be approved; it does not mention leave "requests."

The City

The City's position is that this grievance centers on its fundamental right to manage and schedule its workforce. It stresses the critical importance of a public safety department being able to make decisions to ensure that quality supervisors are available on all shifts, and it argues that the grievance attacks the fundamental Management right to ensure that the City has quality supervision in place for every shift.

The City characterizes the Union's position as a request for the Arbitrator to rule that supervisors can take time from work whenever the Union dictates, with no guardrails whatsoever, and no protections against the impact such leave could have on operational needs or training and development. It argues that, according to the Union's interpretation of the language in question, a Union officer could take leave one minute before a scheduled shift on New Year's Eve or take an extended weekend and, as long as the Union claimed it was "Union leave," the City would have no choice but to approve the leave.

The City takes the position that the Union is arguing that the Arbitrator should infringe on the City's fundamental right to manage and schedule the workforce, and it points out that there is no language in the contract indicating that the City has given up this right. It argues that the Police Chief is clearly more than a records clerk who blindly rubber stamps leave requests regardless of impact on the department. It asserts that the right to approve leave requests is also the right to deny those requests. Further, it points out that Section 4D states that "*approved* Union leave, taken during normal working hours, will be considered time worked," and it argues that the word "approved" in this context would have no power and be wholly unnecessary if the City was powerless to deny leave.

The City also urges that extrinsic evidence supports a finding that the Union has not met its burden. It points out that, in the bargaining history, the City only agreed to increase the amount of Union time allowed after it received assurances that the City could still grant or deny Union leave based on operational needs. The City acknowledges that it cannot deny leave for unfounded or inappropriate reasons, but it holds fast to the premise that it still retains discretion to deny leave as necessary.

Finally, the City argues that there has never been a “past practice” of the City always granting Union leave. Rather, it explains that the operational issues for which the City could and should deny Union leave rarely came up and that, when it did come up, the Union had previously come to understand and accept the City’s reasoning.

Analysis

The question before the Arbitrator is primarily legal in nature: does the contract language permit the City to deny Union leave under the circumstances presented? The Union bears the burden of proving that the contract language favors its suggested interpretation, and the Arbitrator does not find that the Union has met its burden. The Union stresses that Article 30, Section 4 of the CBA states that the leave “will be approved,” and it interprets this as meaning that the leave *must* be approved. However, the negotiating parties could have directly incorporated such a mandate had they so desired. Consistent with this reading is the fact that, elsewhere, the contract references “approved leave,” thereby leaving open the possibility that some leave may not be approved.

Furthermore, the bargaining history shows that the City was always concerned with its ability to continue its responsibility to maintain operational efficiency and fiscal responsibility. Nothing presented regarding the history of bargaining for either the HPOA or the HPSA contracts suggests that the City bargained away its right to do so. On the contrary, unrebutted testimony presented by Management supports an opposite finding. The Arbitrator does not find a past practice of the City always approving leave— if such a thing, as articulated, could properly form the basis of a past practice determination — because the record shows that, when time that was designated for Union leave came into conflict with operational needs, the City addressed the issue with the Union, and it was resolved.

Moreover, the bargaining history and language of the contract contemplate that the Union time is to be used for a specific purpose, namely, time when Union work is being done. The City has previously, and now again in the underlying circumstances, raised concerns that Union time was being designated in ways inconsistent with its stated purpose. Nothing about the clear language of the contract suggests that this is beyond the scope of the City's authority, that the City has bargained away this authority, or that the City has waived this authority. For the reasons stated herein, the grievance is **DENIED**.


Betty R. Widgeon, Arbitrator


July 21, 2025

Henderson Police Supervisors Association (Complainant)

Opposition to Motion to Defer to Arbitration Decision and
Motion to Dismiss Remaining Claims

FILED
October 2, 2025
State of Nevada
E.M.R.B.
2:25 p.m.

CHRISTOPHER M. CANNON, ESQ.
Nevada Bar No. 9777
ANDREW REGENBAUM, J.D.
NEVADA ASSOCIATION OF PUBLIC SAFETY OFFICERS
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Attorneys for the Complainants

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

STATE OF NEVADA

HENDERSON POLICE SUPERVISORS)
ASSOCIATION, A NEVADA)
NON-PROFIT CORPORATION AND)
LOCAL GOVERNMENT EMPLOYEE,)
ORGANIZATION, and ITS NAMED AND)
UNNAMED AFFECTED MEMBERS)

Complainants

vs

CITY OF HENDERSON

Respondents

CASE NO: 2024-041

COMPLAINT'S OPPOSITION TO
CITY OF HENDERSON'S MOTION TO
DEFER TO THE ARBITRATION
DECISION AND OPPOSITION TO
MOTION TO DISMISS THE REMAINING
CLAIMS

COMES NOW, Complainants, HENDERSON POLICE SUPERVISORS
ASSOCIATION (hereby "THE ASSOCIATION"), a local government employee organization,
and the Associations' named and unnamed affected members, by and through their undersigned
counsel, CHRISTOPHER CANNON, ESQ., and ANDREW REGENBAUM, J.D., of the
NEVADA ASSOCIATION OF PUBLIC SAFETY OFFICERS (hereby "NAPSO"), and hereby
submit their OPPOSITION TO THE CITY OF HENDERSON'S MOTION TO DEFER TO THE
ARBITRATION DECISION AND OPPOSITION TO MOTION TO DISMISS. This is Motion is
made pursuant to NRS Chapter 288, NRS Chapter 233B and NAC Chapter 288, and based upon
the following points and authorities, the pleadings and documents on file with the Board.

1 DATED this ____2nd____ day of October, 2025

3 LAW OFFICE OF CHRISTOPHER
4 CANNON, ESQ

5 /Christopher Cannon/____

6 Christopher M. Cannon
7 Nevada Bar No. 9777
8 9950 West Cheyenne
9 Las Vegas, Nevada 89129
(702) 384-4012
(702) 383-0701
Attorney for Complainant

10
11 **MEMORANDUM OF POINTS AND AUTHORITIES**

12 **I. STATEMENT OF FACTS**

13 The HPSA is the employee organization, as defined in NRS 288.040, which is
14 compromised of police officers who work for the City of Henderson (local government
15 employees), and is the sole bargaining unit for the supervisory officers of City of Henderson
16 Police Department.

17 That following a *series of actions* by the Chief of Police, Hollie Chadwick, while under
18 the direct employ of the City of Henderson, the HPSA President, Charles Hedrick was treated
19 unfairly as an employee of the Department due to his actions as the HPSA.

20 During a period of time - spanning from March to June, 2024, the HPSA, through
21 Hedrick filed grievances against the City and the Police Department for its members for actions
22 that included FMLA, overtime policy standards, discipline issues and one termination of a
23 represented employee. Hedrick led these appeals against the City and its police chief, and argued
24 for the rights and benefits for his represented class of employees. *Simply put, the Command Staff*
25 *of the Police Department did not like nor appreciate the protetced union work of Hedrick, on*
26 *behalf of the HPSA, and resorted to actions which can be classified nothing less than "union*
27 *busting" or a prohibited labor practice.*
28

1 First, the City and the Department Command Staff told Hedrick that he could not bid for
2 a shift of his choosing, even though he had the rank and seniority to do so. He was precluded
3 from working any graveyard shift, and would have to select another shift in the upcoming shift
4 bid. Hendrick explained that he had personal issues and family issue which required him to
5 remain on graveyard, but his direct superiors (**at the direction of Chief Chadwick**) told him that
6 he would not be able to bid **any graveyard shift**. This decision was a violation of the CBA, and
7 past practice, in which officers were permitted to select any shift that they were qualified and
8 senior enough to bid for.

9 The Department responded by stating that he could attempt to bid for a specialized
10 assignment spot, or he would be assigned to a swing shift or day shift position. *This was AFTER*
11 *Hedrick moved to a weekend graveyard shift to accommodate the Department and with the*
12 *explicit promise that he would be permitted to return to his Tuesday through Friday graveyard*
13 *shift in the August shift bid.*

14 Hedrick went from Command Staff member to member, seeking a reason why he could
15 not work graveyard, but received no answers from them. In order to resolve it, he requested a
16 meeting with the Chief of Police. In that meeting, she stated that it was a "mis-communication"
17 with her staff and he would be able to work any shift that he desired. *She then began to question*
18 *him about his recent decisions in regards to the leadership of the HPSA - including challenging*
19 *discipline, questioning the policy changes, appealing the terminations of supervisors.* She then
20 asked him about his career plans and his continued involved with the HPSA.

21 At the close of the meeting, Hedrick felt that the Chief of Police attempted to either
22 intimidate or scare him from continuing to proceed as the HPSA's President and, in any version,
23 the Chief was overtly attempting to interfere with his operation of the HPSA.

24 *Therefore, in opposition to the City's claims in their moving papers, this was not a*
25 *simple misunderstanding about shift assignment or a miscommunication between members of*
26 *the Command Staff, but an organized attempt to affect the operation of the Association by*
27 *interfering with their President's work schedule for political or protected reasons.*
28

1 Second, on July 2, 2025, Hedrick and Command Staff met to discuss changes in the
2 FMLA policy for his officers/members. During that meeting, which admitted contentious,
3 Hedrick questioned the motives and reasons for the changes that were proposed by the City,
4 causing several Command Staff members to become upset by the apparent disrespect by a
5 subordinate. However, cooler heads would recognize that Hedrick a right and a duty to question
6 and negotiate any changes that affect any section of subjects of mandatory bargaining.

7 The next day, July 03, 2025, Hedrick was commanded to his Captain, where he was
8 scolded for being addressed inappropriately for a union/management meeting approximately
9 ONE MONTH prior (June 11, 2024). He was told by the Captain that he needs to dress more
10 appropriately as the City is paying him to be present at these meetings (Union Leave). When
11 Hedrick questioned Command why it had taken so long for the discussion to occur, the Captain
12 stated that Chief Chadiwck has a “soft spot” for him but she was beginning to become upset with
13 him.

14 Shortly thereafter, he was informed that the August shift bid had been cancelled, thus
15 forcing him to remain on the graveyard shift on the opposite side of the week, after receiving
16 direct promises from Command that he would be able to resume his prior graveyard shift.

17 Hedrick took these actions as punitive for questioning the decisions of Command and
18 forcing the City and Department to negotiate over mandatory subjects of bargaining. As a direct
19 result for his actions, he was reprimanded and his attempts to return to his prior shift were
20 denied.

21 Again, in contrary to the argument by the City, this was not a simple “shirt and shorts”
22 meeting, this was Command Staff overtly attempting to silence him as an outspoken member of
23 the HPSA.

24 Third, in September of 2024, Hedrick was informed by Command that he would no
25 longer be permitted to use CBA granted union leave on Sundays and Mondays, as it was creating
26 overtime for the Department. The Command Staff member (Captain Morrow) stated that he
27 understood the reasons that Hedrick was using the leave in such a manner and did not direct him
28 to do anything further.

1 Two weeks later, Hedrick was informed that the October shift bid had been cancelled,
2 thus forcing him to remain on the graveyard shift on the opposite side of the week, after receiving
3 direct promises from Command that he would be able to resume his prior graveyard shift.

4 In October, Hedrick was informed by his Captain and then the Chief of Police that he was
5 not permitted to use Union leave, if it created overtime. The Chief stated that she needed to be
6 "fiscally responsible" but if the City would permit the use of overtime, then she would not object
7 to it. Hedrick spoke with City HR, who never provided any answer.

8 In response, Lt Hedrick spoke with his Captain and requested to be moved to another
9 graveyard shift, where if he used union leave, it would not create overtime. While it was the
10 Captain's solution, and not something Hedrick wanted to do, he consented to the move to resolve
11 the issue of union leave. The Chief of Police later denied the move with a simple response "all
12 leave will be approved by the Department Head or designee....in order to ensure you have a
13 consistent presence with both of your patrol shifts, the City is not constantly paying overtime to
14 cover your absence and *that you are not working too many hours in one day bu combining union*
15 *activity and patrol shifts*", the City was going to deny the transfer and his use of union leave.

16 Due to the change in stance by Command, and based on what he perceived as personal
17 retribution for his stances against the City and Department on protected union related/bargaining
18 issues, the HPSA grieved the union leave issue.

19 **However, based on the overt pattern and practice of Command Staff and City Staff**
20 **acting in a manner to hinder, interfere or discriminate against him due to his position as**
21 **the President of the HPSA (as outlined in this section), and based on the fact that no other**
22 **persons within the Department suffered the same interference - the HPSA filed a**
23 **prohibited labor practice before this Board.**

24 In short, the contractual issue with the use of Union Leave was grievable issue under the
25 CBA, but this EMRB complaint was based on the totality of the behavior that the City and the
26 Police Department demonstrated in direct response to the actions of Hedrick as President of the
27 HPSA. *This was not one or two simple issues or mistakes, this was a pattern of behavior which*
28 *can be directly related to his protected speech and actions as the Union president.*

1 It should be noted that this issue with "union leave time" has not been issue before the
2 controversy with President Hedrick and has not been an issue since Chief of Police Chadwick
3 left. With the new installation of Chief Reggie Rader, the issue of use of union time was become
4 a non-issue, and President Hedrick has been given the past practice freedoms that were the norm
5 before the prohibited labor practice.

6 7 **II. LEGAL ARGUMENT/STANDARD**

8 **A. THE MOTION TO DEFER MUST BE DENIED BECAUSE THE** 9 **STANDARD UNDER CITY OF RENO HAS NOT BEEN MET.**

10 1. THE STANDARD

11 The doctrine of collateral estoppel precludes parties from re-litigating issues that were
12 actually decided and necessary to a judgment in an earlier suit on a different claim between the
13 same parties.¹ Collateral estoppel applies to arbitration.² However, when a collective bargaining
14 agreement is at issue, the arbitrator's award "must be based on the collective bargaining
15 agreement," and the deference bestowed upon arbitration findings is not limitless.³

16 Under the contract, the arbitrator had jurisdiction to determine the union leave provision,
17 but not to determine whether the City engaged in an unfair labor practice. The parties only
18 submitted their contract grievances to arbitration and did not agree to arbitrate their NRS 288.150
19 unfair labor practice claims.

20
21 ¹*University of Nevada v. Tarkanian*, 110 Nev. 581, 598-99, 879 P.2d 1180, 1191 (1994),
22 modified on other grounds by *Executive Mgmt. v. Ticor Title Ins. Co.*, 114 Nev. 823, 963 P.2d
23 465 (1998).

24 ²*Int'l Assoc. Firefighters v. City of Las Vegas*, 107 Nev. 906, 911, 823 P.2d 877, 880
25 (1991).

26 ³*Id.* at 910, 823 P.2d at 879 (quoting *IBEW Local 396 v. Central Tel. Co.*, 94 Nev. 491,
27 493, 581 P.2d 865, 867 (1978)).
28

1 The Nevada Supreme Court has recognized that the EMRB has exclusive jurisdiction
2 over unfair labor practice issues. ⁴An unfair labor practice includes the prohibited practice of
3 unilaterally changing a subject of mandatory bargaining. ⁵A function of the EMRB is to
4 determine whether a matter falls within the scope of mandatory bargaining. The EMRB has the
5 duty to administer NRS Chapter 288, and thus, is "impliedly clothed with [the] power to construe
6 it as a necessary precedent to administrative action." ⁶ The EMRB is not estopped from
7 determining issues previously decided by an arbitrator when the EMRB has exclusive jurisdiction
8 over the issue. ⁷

9 The EMRB defers to a prior arbitration if: (1) the arbitration proceedings were fair and
10 regular; (2) the parties agreed to be bound; (3) the decision was not "clearly repugnant to the
11 purposes and policies of the [National Labor Relations Act (NLRA)];" (4) the contractual issue
12 was factually parallel to the unfair labor practice issue; and (5) the arbitrator was presented
13 generally with the facts relevant to resolving the [unfair labor practice]. ⁸ The party desiring the
14 EMRB to reject an arbitration award has the burden of demonstrating that these principles are not
15 met.

16 2. APPLICATION OF THE STANDARD TO ARBITRATION

17 Based on these factors, the EMRB should not defer to the Arbitration Decision in this
18 matter as not all five factors have been met under *Reno*.

19 First, the arbitration proceedings were not fair and regular. The HPSA did initiate the
20 proceedings against the City via the procedures outlined in the CBA. The parties agreed to use
21 the FMCS and did select an arbitrator via the strike process.

23 ⁴*Rosequist v. Int'l Ass'n of Firefighters*, 118 Nev. 444, 449, 49 P.3d 651, 654 (2002);

24 ⁵Id

25 ⁶*Clark Co. Sch. Dist. v. Local Gov't*, 90 Nev. 442, 446, 530 P.2d 114, 117 (1974).

26 ⁷*City of Reno v Reno Police Proetctive Ass'n*, 118 Nev 889, 59 P.3d 1212 (2002)

27 ⁸Id

1 The hearing was held on April 2, 2025, and a decision was rendered on July 21, 2025.
2 The analysis of the decision was less than two pages in length, and did not address the primary
3 issues within the arbitration itself. Further, the HPSA has the opportunity and still is within the
4 legal time frame to challenge, modify or vacate the arbitration decision in District Court. The
5 HPSA is considering all legal options due to the arbitrary and capricious nature of the decision.

6 Second, while the CBA does state that the parties will be bound under “final and binding”
7 agreement, the HPSA still left an appeal under NRS 38.241 and NRS 38.242. The HPSA remains
8 in disagreement with the interpretation of the City and believes that the arbitrator was wrong on
9 the law and the interpretation of the contract language.

10 Third, the arbitrator's decisions were repugnant to the Employee-Management Relations
11 Act (EMRA). Under the NLRB deferral standard, the NLRB need not defer if the "arbitrator's
12 decision is not susceptible to an interpretation consistent with the [NLRA]." ⁹

13 Here, the EMRB has exclusive jurisdiction over alleged prohibited practices concerning
14 mandatory bargaining issues. The arbitrator found that the City can unilaterally adopt rules and
15 enforce them with use of leave, as the parties had bargain for the terms of the leave. Yet, under
16 the EMRA, sick leave, vacation leave *and other type of paid leave (e.g. union time)* are
17 mandatory subjects of negotiation. Further, protection of employees in the bargaining unit from
18 discrimination because of participation in recognized employee organizations (e.g. Union
19 officers) are also mandatory subjects of bargaining. Therefore, the EMRB is not required to defer
20 to the arbitration in this particular matter.

21 Fourth, the contractual issue and the prohibited practice complaint are not factually
22 similar. While the contractual issue deal with the interpretation of the use of leave time, the
23 EMRB complaint deals with the retaliatory nature that the City used the union leave issue. It has
24 been alleged and plead that the use of leave was specifically denied due to Hedrick's stance,
25 position and actions in representing the Association against the City and the Department. The use
26 of the leave was done as “the tip of the spear” against Hedrick and HPSA for their protected
27

28 ⁹*City of Reno v Reno Police Protective Ass'n*, 118 Nev 889, 59 P.3d 1212 (2002)

1 union activities.

2 Fifth, the standard here is the arbitrator was given facts to resolve the “unfair labor
3 practice”. Here, the Arbitrator concentrated solely on the interpretation of the the words “will”
4 and “shall” in determining what authority that the City has in denying the use of union leave. The
5 Arbitrator never considered the totality of the actions by the City nor the retaliatory nature of
6 their actions, as alleged by the HPSA. Instead, the arbitrator solely focused on the language itself
7 and not the pattern and practice of behaviors which was the genesis of the prohibited practices
8 complaint.

9 These claims are not similar in the slightest and to look at them in such a manner would
10 place it in a very myopic viewpoint.

11 Based on the foregoing, none of the City of Reno standard has been met and therefore, the
12 Union time claim - which is distinctly different between the arbitration and this EMRB complaint
13 should not be dismissed. The Board should give the complaint the full weight including this
14 portion as it has been the manner in which the City and the Department has punished the Union
15 officers for their controversial positions against the City.

16
17 **B. THE BOARD SHOULD GIVE FULL WEIGHT AND HEARING TO THE**
18 **REMAINING CLAIMS BROUGHT BY THE HPSA, AS THEY HAVE**
19 **BEEN WELL PLED AND ARE A JUSTICIABLE CONTROVERSY FOR**
20 **THE BOARD TO HEAR.**

21
22 **1. THE LEGAL STANDARD**

23 In evaluating a motion to dismiss, the Board must consider “all factual allegations in
24 [the plaintiff's] complaint as true and draw all inferences in [the plaintiff's] favor.”

25 *Limprasert v. PAM Specialty Hosp. of Las Vegas LLC*, 140 Nev. Adv. Op. 45, 550 P.3d
26 825, 829 (2024) (citing *Buzz Stew, LLC v. City of North Las Vegas*, 124 Nev. 244, 228, 181
27 P.3d 630, 672 (2008)). The Board cannot consider facts outside of the complaint. Instead,
28 a motion to dismiss tests the sufficiency of the pleadings. See *Brelant v. Preferred Equities*
Corp., 109 Nev. 842, 846, 858 P.2d 1258, 1260 (1993) (“This court's task is to determine
whether ... the challenged pleading sets forth allegations sufficient to make out the elements

1 of a right to relief.”)

2 The Nevada Rules of Civil Procedure instruct the Board to secure a “just, speedy and
3 inexpensive determination” of a complaint and/or civil action. NRCP 1. In order to serve that
4 purpose NRCP 12(b)(5) entitles the Defendant to seek dismissal of a complaint when the
5 Plaintiff failed to set forth a cognizable claim for relief.

6 There are two basis reasons for dismissal at this stage, Dismissal is proper where the
7 complaint is not founded upon a “cognizable legal theory.” *Balistreri v Pacificia Police Dep’t*,
8 901 F.2d. 696, 699 (9th Cir, 1988) (cited for this point in *Walsh v Green Tree Servicing, LLC*
9 Case No. 65066, 2015 WL 3370399 (unpublished order) (Nev. May 10, 2015). Yet, even of a
10 complaint does manage to articulate a cognizable legal theory, dismissal is still proper if the
11 complaint fails to allege adequate and sufficient facts to support the claim. *Id.*

12 Whether a complaint alleges a viable legal theory or not depends upon the facts as well as
13 the applicable law. *Cf Randazza v Cox*, No. 2:12-CV-2040-JAD-PAL, 2014 WL 1407378, at 7
14 (D. Nev. Apr. 10, 2014) (Dismissing common law claim for failure to state a claim where
15 “Nevada law does not recognize this cause of action”).

16 When considering a motion to dismiss, the Court should take any well pled factual
17 allegations in the complaint at face value. *Morris v Bank of America*, 110 Nev. 1274, 1276, 886
18 P.2d 454, 456 (1994). While NCRP 8 accommodates a generous notice pleading standard, a
19 complaint must still set forth factual allegations that are sufficient, if true, to support a viable
20 claim of relief. *Sanchez el rel. Sanchez v. Wal-Mart Store, Inc*, 125 Nev. 818, 823, 221 P.3d
21 1276, 1280 (2009) (explaining that, although the Court will accept the factual allegations in the
22 complaint as true, “the allegations must be legal sufficient to constitute the elements of the
23 claims asserted”). Conclusory allegations alone are inadequate to state a viable claim. *See Comm.*
24 *For Reasonable Regulation of Lake Tahoe v Tahoe Reg’l Panning Agency*, 365 F. Supp. 2d
25 1146, 1152 (D. Nev. 2005). Where the factual allegations in the complaint fall short of alleging a
26 viable claim, the Court should dismiss the complaint. *Danning v Lum’s Inc.*, 86 Nev. 868, 478
27 P.2d. 166 (1970).

28 The standard of notice pleading does not mean the complaint can rest on conclusory

1 allegation and devoid of factual substance. *State v Sandler*, 21 Nev. 13, 23 P. 799, 800 (1890)
2 (“To raise an issue before a Court facts must be stated, showing that there are real questions
3 involved”); *Dixon v City of Reno*, 43 Nev 413, 187 P. 308, 309 (1920); *Guzman v Johnson*, 137
4 Nev. 126, 132, 483 P.3d 531, 537, n. 7 (2021).

5 In contravention of these rules of law governing motions to dismiss, the City’s
6 response is rife with factual allegations that attempt to undermine Complainant HPSA’s claims.
7 Thus, the City is essentially endeavoring to convert their motion to dismiss into a motion for
8 summary judgment¹⁰ without even attempting to follow the procedural requirements for doing so
9 or presenting facts that could meet their evidentiary burden ¹¹ on a motion for summary
10 judgment.

11 The City is not entitled to dismissal just because it denies the HPSA’s allegations,
12 as factual issues cannot be resolved on a motion to dismiss. The City’s failure to recognize that
13 on a motion to dismiss, HPSA’s allegations do not require proof and must be taken as true, and
14 the City’s bizarre effort to rely on unsupported factual claims to obtain dismissal are fatal to its
15 Motion, which should be denied without further consideration. Even if that were not the case,
16 HPSA’s claims are cognizable, as detailed below and as the City’s own cited case law shows.

17 18 2. APPLICATION TO THE “UNION BUSTING CLAIMS”

19 The City, in their moving papers, argue that the sole remaining claims that the HPSA are
20 pursuing are Lt. Hedrick’s work schedule and the “t-shirt and shorts” meeting. They allege that
21 these are simple misunderstandings, and dismissing them as those, the Association is unable to
22

23 ¹⁰See NRCP 12(d).

24 ¹¹ See NRCP 56(c)(1); see also *Nev. Ass’n Servs., Inc. v. Eighth Judicial Dist. Court*, 130
25 Nev. 949, 957, 338 P.3d 1250, 1255 (2014) (“Arguments of counsel are not evidence and
26 do not establish the facts of the case.”)
27
28

1 prosecute a complaint for an unfair labor practice.

2 This statement is false and is the City's attempt to use smoke and mirrors to divert
3 attention away from the HPSA's clear and unambiguous allegations of union busting and unfair
4 labor practices utilized by the Chief of Police against the HPSA and its President.

5 The City, through its motion, attempts to narrow the HPSA's complaint to a single, narrow
6 issue that is solely about which party (the City or the Association) is properly interpreting the
7 collective bargaining agreement ("CBA") relative to Article 30 -Union Leave. However, what the
8 City neglects to discuss anywhere in its motion papers is the fact that HPSA's complaint is
9 actually based upon a SIX MONTH LONG pattern of improper conduct by the Police Chief
10 which was specifically directed against the HPSA and its President.

11 To that end, the EMRB should note that City's argument for dismissal addresses only the
12 issue of union leave and only discusses events arising in September, 2024. The City's papers are
13 completely silent as to the allegations made against the Chief relative to her inappropriate
14 conduct arising and continuing from June 2024 through September, 2024 (and beyond). The City
15 neglects these allegations because they do not and cannot support the City's request for a
16 Dismissal of this Complaint and further, because the City has no answer for the blatant unfair
17 labor practices which the Police Chief engaged in during that time as well as the period
18 addressed in the City's motion.

19 What the City has missed and failed to address entirely of its motion, is the HPSA's
20 allegations in the Complaint, pages 4 -7, that the Chief of Police arbitrarily used her authority
21 over the "work schedule" process to punish a union member-for exercising his rights and duties
22 to serve as President of the Association. It is the contention of the HPSA that the Chief has
23 manipulated the process as a punishment for a member exercising his/her statutory rights to
24 conduct Union activities. The HPSA clearly laid out the time line of the retaliatory and
25 discriminatory conduct to support the allegation of wrongdoing and hence this Complaint and
26 therefore fulfills the NRS and AC specificity requirements.

27 Accordingly, it is respectfully submitted that the City's Motion to Dismiss must
28 be denied.

1
2 3. THE HPSA'S COMPLAINT SETS OUT NUMEROUS INSTANCES OF
3 UNION BUSTING OR PROHIBITED LABOR PRACTICES WHICH,
4 STANDING ALONE, ARE SUFFICIENT TO DENY THE MOTION TO
5 DISMISS

6 The Union's position on why this matter (the HPSA Complaint) is properly before the
7 EMRB is simple and concise. Contrary to the position set forth in the City's motion, the Union's
8 complaint is not limited to the dispute over the interpretation of CBA Article 30 I Union Leave.
9 The Union's complaint very specifically sets forth the time line and facts of an ongoing pattern of
10 discrimination and retaliation against the Union President, by a vindictive Police Chief, who
11 improperly sought to curtail the rights and activities of the Union President as payback for his
12 unwillingness to acquiesce to the Chief's intention(s) to discipline HPSA members unilaterally,
13 change the CBA and/or policies of the Department.

14 To that specific point, it is important to note that the position of HPSA President is not a
15 full or part time position paid for by the City. It is an elected, volunteer position within the Union
16 that requires many hours of time to conduct the day-to-day business of the approximately 80
17 member Union.

18 With that important fact in mind, the Union's Complaint set forth a detailed explanation
19 of how the Chief of police attempted to manipulate President Hedrick's work schedule a
20 punishment for his performance of protected Union activities such as filing member grievances
21 for discipline and policy violations) and addressing Union concerns, via meetings and
22 negotiations, regarding non-negotiated policy changes to matters which are mandatory subjects of
23 bargaining pursuant to NRS 288.150.

24 The City's motion to dismiss is completely silent as to this portion of the HPSA's
25 complaint (Complaint, pages 4-7, para.15-26). The City's failure to address this portion of the
26 Complaint is telling as to the lack of substance to its motion or more appropriately, the deceptive
27 intent behind the motion itself.

28 In particular, beginning at paragraph 15 of the Complaint, the HPSA details how
President Hedrick was told that he would not be allowed to "bid" for his preferred shift in the

1 same fashion as other similiary situated Lieutenants. President Hedrick questioned (to his
2 Captain) why he was being singled out and why the directive had come to him from the Deputy
3 Chief of Police on behalf of the Chief of Police. This unilateral and arbitrary action, directed
4 only against President Hedrick, amounted to a punishment of President Hedrick. Indeed, the
5 Complaint notes that at the very same time that these orders were being directed at only President
6 Hedrick, the Union was engaged in an email exchange with the Chief's Command Staff over the
7 HPSA' s opposition to proposed changes in specialized assignment testing. (Complaint, para. 20).
8 President Hedrick courageously addressed his opposition to the altered shift bid procedure
9 with the Police Chief.

10 When directly confronted with her inappropriate actions, the Chief denied
11 that she directed any change in shift bid but instead addressed her "concern" with President
12 Hedrick' s Union involvement. President Hedrick understood the Police Chief' s message to be
13 one that future Union opposition to management changes in policy could adversely affect his
14 career path and development.

15 These allegations of labor busting and unfair labor practices are critical to the HPSA's
16 complaint and as such, the Motion to Dismiss should fail on those grounds alone.

17 Unfortunately, but not surprisingly, the City's reading of the subsequent paragraphs of the
18 HPSA Complaint remain myopic and fail to address additional issues raised about retaliatory
19 actions taken against President Hedrick as a result of his performing union duties. Indeed as set
20 forth in paragraphs 24 and 25 of the HPSA Complaint, on July 2, 2024 President Hedrick
21 "discussed" the Union' s concerns about changes to the FMLA policy with the Deputy Chief and
22 on July 3, 2024 President Hedrick was reprimanded for his "attire" as a Union representative at a
23 City meeting which occurred a month earlier.. The Captain told President Hedrick that the
24 reprimand was at the behest of the Police Chief and her patience with President Hedrick was
25 running out.

26

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2 4. THE HPSA'S COMPLAINT SETS OUT NUMEROUS INSTANCES OF A
3 PROHIBITED LABOR PRACTICE OF RETALIATION AND DISPARATE
4 TREATMENT BASED ON UNION STANDING/POSITION. THIS IS
5 SUFFICIENT TO DENY THE MOTION TO DISMISS.

6
7 The crux of the City's argument in favor of dismissing the EMRB proceedings is their
8 unfounded and unsupported allegation that the denial of president Hedrick's Union Leave "is the
9 basis and motivating reasons for the HPSA's EMRB Complaint. This is UNTRUE for as set
10 forth above, the HPSA's Complaint alleges an ongoing pattern of unfair labor practices,
11 discrimination and retaliation which begins in June, 2024 if not earlier. The denial of union
12 Leave is merely a part of that pattern and practice and the interpretation of Union Leave is no part
13 of the HPSA Complaint.

14 The Association simply requests that Union Leave not be granted arbitrarily and not be
15 granted universally the same across the Associations. No other HPSA member's union leave has
16 been denied by the City nor Chief based on the stated "operational" interpretation. Further, no
17 member of the HPOA has any requests for Union leave denied, and the language between the
18 Unions is *identical*.

19 It should also be noted that recently, the City has become new interpretations of leave and
20 pay for Association leadership. In one such instance, the City has now designated the President of
21 the HPOA as neither an employee of the City or the Police Department, but instead the head of
22 the Union and thus not having a direct chain of command. Further, the City has asserted that they
23 are not responsible to him as an employee, in the same manner that they are to other employees
24 or police officers (in pay, leave and benefits). Thus, it seems the City has a pattern of retaliating
25 against all police union leaders, not solely President Hedrick.

26 In short, the Association has detailed the pattern of practice of prohibited labor practices -
27 outside of the interpretation of the Union leave article, and the EMRB should recognized that a
28 probable cause case has been made in this instance. Therefore, the City's Motion to Dismiss
should be denied.

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DATED this 2nd day of October, 2025.

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Reply In Support Of Motion to Defer to
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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,

Complainants,

vs.

City of Henderson

Respondents.

EMRB Case No.: 2024-041

**REPLY IN SUPPORT OF
RESPONDENT CITY OF
HENDERSON'S MOTION TO DEFER
TO ARBITRATION DECISION
AND MOTION TO DISMISS
REMAINING CLAIMS**

Respondent City of Henderson (the "City") submits its Reply in support of its Motion to Defer to Arbitration Decision and Motion to Dismiss ("Motion to Defer and Dismiss"). This Reply is made pursuant to NRS Chapter 288, NRS Chapter 233B, and NAC Chapter 288, and is based upon the following points and authorities, the pleadings and documents on file with the Board, and any oral argument requested by the Board.



MEMORANDUM OF POINTS AND AUTHORITIES

I. ARGUMENT

A. The HPSA has Failed to Demonstrate that Deferral is Inappropriate

HPSA concedes that the arbitrator had jurisdiction to determine whether, under the parties' CBA, the City had the right to deny Lt. Hedrick's union leave requests. Opp'n at 6:16. HPSA nevertheless contends that the arbitrator was not authorized to determine whether the City engaged in an unfair labor practice. *Id.* The problem with the HPSA's argument is that the underlying issue, *i.e.* whether the City could deny Lt. Hedrick's union leave requests, is factually parallel in both proceedings. If the City had the contractual right under the CBA to deny Lt. Hedrick's union leave requests, then its denial of Lt. Hedrick's requests cannot be a prohibited labor practice under NRS Chapter 288.

After a full and complete arbitration hearing where both sides had the opportunity to present evidence and argument, the arbitrator denied HPSA's grievance, finding that the City had the authority under the CBA to deny union leave requests. Under the limited deferral doctrine, the Board should defer to the Arbitration Decision. As the party desiring the EMRB to reject the Arbitration Decision, HPSA has the burden of demonstrating that the elements in *City of Reno v. Reno Police Protective Ass'n*, 118 Nev. 889, 894, 59 P.3d 1212, 1216 (2002) have not been met. HPSA has not satisfied its burden.

First, HPSA asserts that the arbitration proceedings were not fair and regular, but admits that it initiated the proceedings, the parties followed the strike process in selecting the arbitrator, that a hearing was held, and that the arbitrator issued a written decision. Opp'n at 7:19-8:1. HPSA points to no irregularities during the proceedings, no bias or fraud, or any other misconduct that could call into question the fairness of the arbitration hearing. Instead, it contends that the "analysis of the decision was less than two pages in length, and did not address the primary issues within the arbitration itself." *Id.* at 8:2-3.

HPSA offers no further explanation as to how the length of the Arbitration Decision rendered the arbitration proceedings unfair or what "primary issues" the arbitrator did not address. HPSA's arbitration grievance requested that the City: (i) "Cease and desist all matters

1 of approving or denying union leave”; and (ii) “Follow the CBA and allow the union president
2 or his/her designee be the sole decider in when union leave is authorized.” **Ex. 3** to Motion to
3 Defer and Dismiss. The arbitrator resolved these issues by concluding that the City *was*
4 following the CBA and had the authority to deny union leave requests. **Ex. 4** to Motion to
5 Defer and Dismiss. Simply disagreeing with the arbitrator’s decision is insufficient to
6 demonstrate that the arbitration proceedings were unfair or irregular.¹ This factor decidedly
7 supports deferral to the Arbitration Decision.

8 Second, there is no dispute that the parties agreed to be bound by the Arbitration
9 Decision. The CBA provides for “final and binding” arbitration. **Ex. 1** to Motion to Defer and
10 Dismiss at 49. HPSA concedes this point. Opp’n at 8:6 (“the CBA does state that the parties
11 will be bound under ‘final and binding’ agreement . . .”). HPSA’s disagreement with the
12 Arbitration Decision does not make it any less binding. This factor supports deferral to the
13 Arbitration Decision.

14 Third, HPSA contends that the Arbitration Decision was repugnant to the Employee
15 Management Relations Act (“EMRA”) because “[t]he arbitrator found that the City can
16 unilaterally adopt rules and enforce them with use of leave, as the parties had bargain for the
17 terms of the leave.” Opp’n at 8:14-15. HPSA argues that because sick, vacation and other
18 types of paid leave are mandatory subjects of bargaining, the Arbitration Decision is
19 inconsistent with the EMRA. HPSA mischaracterizes the Arbitration Decision.

20 The arbitrator did not rule that the City can “unilaterally adopt rules” over mandatory
21 subjects of bargaining. Rather, it found that *under the parties existing CBA, the City had the*
22 *authority to deny union leave requests*. Finding that the City had the authority under the CBA
23 to deny union leave requests is completely different from allowing the City to unilaterally adopt
24 *new* rules over mandatory subjects of bargaining. It is not repugnant to the EMRA to enforce
25

26 _____
27 ¹ Further, HPSA’s statement that it is still “within the legal time frame to challenge, modify or
28 vacate the arbitration decision” and that it is “considering all legal options” does not prove the
arbitration proceedings were unfair or irregular. Opp’n at 8:3-5. It simply shows that HPSA
is dissatisfied with the Arbitration Decision.

1 the terms of the parties' bargained-for CBA. That is all the arbitrator did. Accordingly, this
2 factor also supports deferral.

3 Fourth, HPSA's argument that "the contractual issue and the prohibited practice
4 complaint are not factually similar" is without merit. Opp'n at 8:21-22. A review of HPSA's
5 arbitration grievance and its Complaint before the Board quickly defeats this argument. The
6 underlying facts for both proceedings, as they pertain to union leave, are identical. As for the
7 issues, they are factually parallel. The issues are not identical, but "identical" is not the
8 standard; this Board looks to see whether the issues are factually parallel. This reflects the
9 differences in jurisdiction between an arbitrator and the Board. An arbitrator has jurisdiction
10 to decide matters under a CBA, while the Board has jurisdiction to decide matters under the
11 EMRA.

12 Here, the factually parallel issue before the arbitrator and before the Board is whether
13 the City's denial of Lt. Hedrick's union leave requests was improper. Considering the
14 underlying facts, the arbitrator, interpreting the CBA, concluded that the City's denial of Lt.
15 Hedrick's union leave requests was *not* improper and that the City acted consistently with the
16 terms of the CBA. Notwithstanding this determination, HPSA asks this Board to find that the
17 City's union leave denials somehow violated the EMRA (even though they complied with the
18 CBA). Such a contradictory outcome does not make sense, which is why the Board should
19 defer to the Arbitration Decision. *See Reichold Chemicals*, 275 NLRB 1414, 1415 (1985)
20 (noting that "[u]nless the [arbitration] award is 'palpably wrong,' i.e., unless the arbitrator's
21 decision is not susceptible to an interpretation consistent with the Act, we will defer.").

22 Finally, the last *City of Reno* element asks whether the arbitrator was presented
23 generally with the facts relevant to resolving the unfair labor practice. HPSA has not—and
24 cannot—show that the arbitrator was not presented generally with the facts relevant to resolve
25 its allegations that the union leave denials were improper. Again, HPSA's arbitration grievance
26 essentially mirrors paragraphs 27-50 of its EMRB Complaint, squarely putting the relevant
27 facts before the arbitrator. Moreover, the Arbitration Decision states that "[e]ach side had the
28 opportunity to make opening statements and closing arguments, submit exhibits, question its

witnesses, and cross-examine the other side's witnesses." **Ex. 4** to Motion to Defer and Dismiss at 4. The Arbitration Decision also states that the arbitrator considered the CBA and "the evidence presented by both parties." *Id.* at 1.

HPSA argues that this element does not support deferral because the arbitrator concentrated on certain words in the CBA over the totality of the circumstances. This argument lacks merit. What the arbitrator focused on in rendering its decision is not the relevant question. The relevant question is whether the arbitrator was generally presented with the relevant facts to decide whether the denial of union leave was proper. Because HPSA has failed to show that the arbitrator was not presented with the relevant facts, this element supports deferral.

In sum, HPSA has not carried its burden under *City of Reno* showing why deferral is inappropriate. Rather, the record demonstrates that all five *City of Reno* elements have been met and that the Arbitration Decision is susceptible to an interpretation consistent with the EMRA. Accordingly, deferral is proper.

B. The Board Should Dismiss HPSA's Remaining "Union Busting" Claims

Under NAC 288.375, the Board may dismiss a complaint where the complaint on its face shows a lack of probable cause or fails to allege the necessary elements for a prima facie case. *Greenberg v. Clark County*, Case No. A1-045795, Item No. 577C (2005). A complaint "may not rest on mere suspicion." *Id.* Further, a "complainant must make a prima facie showing sufficient to support the inference that *protected conduct was a motivating factor in the employer's decision.*" *Id.* (emphasis added).

The test for whether union busting has occurred is whether the employer has engaged in conduct that reasonably interferes with the free exercise of employee rights under NRS Chapter 288. *Juvenile Justice Supervisors Ass'n v. County of Clark*, Case No. 2017-020 (consolidated), Item No. 834 (2018). Three elements must be satisfied to establish a claim of interference with a protected right: (1) the employer's action can be reasonably viewed as tending to interfere with, coerce, or deter; (2) the exercise of protected activity under NRS Chapter 288; and (3) the employer is unable to justify the action with a substantial and legitimate business reason. *Id.*

1 HPSA argues that its Complaint asserts a pattern of union busting conduct over a six-
2 month period. Opp'n at 12:8-10. It attempts to identify examples of the purported union
3 busting activity, but each example fails to establish the prima facie elements of a union busting
4 claim. Thus, the remainder of HPSA's Complaint should be dismissed for lack of probable
5 cause.

6 1. The City did not punish Lt. Hedrick by manipulating his work schedule

7 HPSA contends that the Chief of Police (Chief Chadwick, who has been dismissed from
8 this case), arbitrarily used her authority "over the 'work schedule' process to punish a union
9 member-for exercising his rights and duties to serve as President of the Association." Opp'n
10 at 12:20-22. Noticeably missing from the Complaint, is any allegation of an actual punishment
11 or interference with Lt. Hedrick's rights.

12 The Complaint alleges that from March through June 2024 "the HPSA was engaged in
13 a series of union 'issues' with City and Police administration" including "an FMLA contract
14 grievance, overtime policy negotiations, and various supervisor grievances including one
15 involving a termination of employment." Compl. at ¶ 14. The Complaint then alleges a series
16 of conversations occurred regarding Lt. Hedrick's ability to bid on his preferred shift.
17 Specifically, HPSA alleges:

- 18 • On June 17, 2024, Lt. Hedrick's Captain told him that he would not be allowed to bid
19 on his preferred shift and asked him for three specialized assignment positions. Compl.
20 at ¶ 15-16.² The Captain indicated that he was unsure why this particular movement
21 was necessary, but stated it was coming from Deputy Chief Henn. *Id.*
- 22 • On June 18, 2024, Lt. Hedrick explained to his Captain some of his reasoning for
23 needing to work a graveyard shift and asked if he was being guaranteed the specialized
24 assignment of his choice. His Captain indicated that he did not know, but that he would
25 seek clarification. *Id.* at ¶ 17.
- 26 • On June 20, 2024, Lt. Hedrick met with his Captain again. His Captain informed him
27 that he was not guaranteed the specialized assignment of his choice and would have to
28 bid a shift other than graveyard at the August shift bid. Lt. Hedrick then asked for a
meeting with Deputy Chief Henn and Chief Chadwick. *Id.* at ¶ 19.

² It is noteworthy that specialized assignments come with a pay increase.

- Five days later, on June 25, 2024, Lt. Hedrick had a meeting with Chief Chadwick, Deputy Chief Henn, and his Captain. At the meeting, Lt. Hedrick asked why he was being forced off the graveyard shift. In response, “Chief Chadwick denied that Lieutenant Hedrick would not be allowed to bid the graveyard shift” and “attributed the situation to be the result of a miscommunication between the Deputy Chief and Captain.” *Id.* at ¶ 21.
- At the June 25, 2024 meeting, Chief Chadwick asked Lt. Hedrick about his career development plans, involvement in the HPSA and a variety of on-going labor management issues. *Id.* at ¶ 21-22. According to HPSA, “[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.” *Id.* at ¶ 23.

These allegations fail to establish probable cause that union busting occurred. Perhaps most important, *there was no punishment*, or even a threat of punishment. There was no manipulation of Lt. Hedrick’s work schedule, or any other action that punished Lt. Hedrick or interfered with his ability to conduct union activities. Lt. Hedrick has never been prevented from bidding on his preferred shift. A miscommunication from Lt. Hedrick’s Captain, which was subsequently clarified by the Chief a week later, is not union busting. There are no allegations showing that the City, motivated by Lt. Hedrick’s involvement in union activities, took any action that interfered with protected activity. This is fatal to HPSA’s claim because it cannot satisfy the first element of a *prima facie* union busting claim.

Further, talking with a union president about on-going union issues is hardly out of the ordinary and certainly does not qualify as union busting. Instead, a conversation between management and union representatives regarding labor issues is a legitimate business reason. Lt. Hedrick’s suspicion that the Chief was conveying a veiled message at the June 25 meeting is unsupported by any objective facts. Mere suspicion and conjecture are insufficient to establish probable cause.³ Moreover, the fact that the Chief scheduled a meeting with Lt. Hedrick so quickly to answer his questions and clarify the misunderstanding undermines the notion that she was trying to punish Lt. Hedrick.

³ In fact, there are no allegations that Chief Chadwick even knew about the miscommunication before the meeting on June 25, 2024,

1 Put simply, HPSA has failed to allege facts establishing each of the elements of a union
2 busting claim. Its suspicion and conjecture do not satisfy the probable cause standard. For
3 these reasons, this claim should be dismissed.

4 2. The shorts and T-shirt meeting did not result in any union busting action

5 HPSA's union busting claim with respect to the shorts and t-shirt meeting should be
6 dismissed for the same reasons as its work schedule claim. To succeed on this claim, HPSA
7 must allege facts showing that the City took action that can be reasonably viewed as interfering
8 with, coercing or deterring protected union activity without a substantial and legitimate
9 business reason. HPSA has failed to show how talking to Lt. Hedrick about his (admittedly)
10 inappropriate attire at a City meeting improperly interfered with protected union activity.
11 There is no allegation that Lt. Hedrick was punished or otherwise disciplined at all for his
12 inappropriate attire at the meeting. Nor are there allegations that he was excluded from
13 subsequent meetings or deterred in any way from conducting union business. Again, this is
14 fatal to HPSA's claim.

15 This claim also fails because the allegations demonstrate that the City had a substantial
16 and legitimate business reason for talking to Lt. Hedrick about his inappropriate attire. HPSA
17 does not deny that Lt. Hedrick wore shorts and a T-shirt to a City meeting or that his attire was
18 inappropriate. The City is well within its rights to remind its employees to adhere to standards
19 of professionalism. Because there was no interference with a protected right, and the City had
20 legitimate business reasons for talking to Lt. Hedrick about his attire, this alleged example of
21 union busting should be dismissed.

22 **II. CONCLUSION**

23 Based on the foregoing, the Board should (i) defer to the Arbitration Decision
24 concerning the union leave issue; and (ii) dismiss HPSA's remaining claims of union busting.

1 DATED this 21 day of October 2025.

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CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of October 2025, the above and foregoing, **RESPONDENT CITY OF HENDERSON'S MOTION TO DEFER TO ARBITRATION DECISION AND MOTION TO DISMISS REMAINING CLAIMS** was electronically filed with the EMRB (emrb@business.nv.gov) and served by depositing a true and correct copy thereof in the United States mail, postage fully prepaid thereon, to the following:

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