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Andrew Regenbaum, J.D.
Nevada Association of Public Safety Officers
145 Panama Street
Henderson, Nevada 89015
Phone | 702.431.2677
Email | andrew@napso.net

Adam Garth, Esq.
Nevada Bar No. 15045
Gordon Rees Scully Mansukhani
300 South Fourth Street, Suite 1550
Las Vegas, NV 89101
Phone | 702.577.9356
Email | agarth@grsm.com

BEFORE THE LOCAL GOVERNMENT EMPLOYEE MANAGEMENT
RELATIONS BOARD

HENDERSON POLICE CAPTAINS' ASSOCIATION
(HPCA) AND NEVADA ASSOCIATION OF PUBLIC
SAFETY OFFICERS (NAPSO)

Case No.: 2026-015

vs.

CITY OF HENDERSON,

HPCA, NAPSO PETITION TO BE DESIGNATED
AS THE EXCLUSIVE REPRESENTATIVE FOR
BARGAINING UNIT FOR HENDERSON POLICE
CAPTAINS

Pursuant to Nevada Revised Statute (NRS) 288.160, the Henderson Police Captains' Association (HPCA or collectively "labor organization") and the Nevada Association of Public Safety Officers (NAPSO or collectively "labor organization") file this petition to be designated as the exclusive representative, without ordering an election for Henderson Police Captains' as indicated. Currently, no labor organization has been designated as the exclusive representative of HPCA consisting of Henderson Police Department employees who currently hold the rank of Captain.

1 Pursuant to NRS 288.160, on July 21, 2026, the HPCA/NAPSO provided the City of Henderson
2 with a petition for recognition¹. Consistent with NRS 288.160(1) the HPCA/NAPSO furnished the City of
3 Henderson with the following documents:

- 4 (a) A copy of its constitution and bylaws, if any;
5 (b) A roster of its officers, if any, and representatives; and
6 (c) A pledge in writing not to strike against the local government employer under any
7 circumstances.

8 HPCA/NAPSO certified that it "has been authorized to serve as a representative by more than 50
9 percent of the employees" within HPCA as required by the Act.

10 On July 28, 2026 the City of Henderson responded to the HPCA/NAPSO via letter and indicated
11 that it refused to recognize the bargaining unit based upon NRS 288.140 and NRS 288.170. The City of Henderson
12 did not challenge that appropriate documents were provided pursuant to NRS 288.160 nor did it challenge that over
13 50% of the employees within the bargaining unit wish to be a part of the HPCA/NAPSO.

14
15 **Evidence Showing HPCA/NAPSO Has Been Authorized to Serve as The Exclusive Representative by More**
16 **Than 50 Percent of the Employees Within HPCA**

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18 HPCA/NAPSO "has been authorized to serve as a representative by more than 50 percent of the
19 employees within" HPCA as required by the Act. It is respectfully submitted that the EMRB shall designate the
20 labor organization as the exclusive representative of the bargaining unit without ordering an election if a labor
21 organization files with the Board a list of its membership² or other evidence showing that the labor organization has
22 been authorized to serve as a representative by more than 50 percent of the employees within the bargaining unit.

23 The petition is accompanied by a list of HPCA/NAPSO's members and/or employees that have
24 signed the labor organization's membership or "Application for Representation" form that authorizes

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27 ¹A copy of the petition letter (w/o exhibits) is attached

28 ²Member Roster attached

1 HPCA/NAPSO to represent Captains as their exclusive representative.³ Please note that the Membership List and
2 authorization for representation signature forms are being provided to the EMRB for the purposes of establishing
3 majority support and to become certified as the exclusive representative of Captains. The Exhibit(s) are submitted
4 in confidence and should not be shared with any others, without Union's express authority. All (100%) of the
5 employees in HPCA have authorized HPCA/NAPSO to serve as their exclusive representative.

6
7 **Captains in the Henderson Police Department are not supervisory employees nor are they confidential**
8 **employees pursuant to NRS 288**
9

10 The HPCA/NAPSO respectfully submit that the City of Henderson's failure to recognize the organization
11 as the exclusive bargaining representative for the employees holding the rank of Captain is improper. The City's
12 letter response to HPCA/NAPSO sets forth an inaccurate recitation of the duties and responsibilities of the position
13 of Captain. Captains in the City of Henderson Police Department do not perform supervisory roles as set forth in
14 NRS 288.138. While the City mimics the language of NRS supervisory employees in its rejection letter, the reality
15 of the Captains' roles and responsibilities show that the employees have little, if any, opportunities to exercise any
16 independent judgment to make decisions affecting the operations of the police department. Furthermore, the
17 Captains have never been designated as "confidential employees" and have no input, duties or responsibilities in the
18 collective bargaining process with other public safety unions. Captains play no role in labor relations nor are they a
19 part of the grievance process or disciplinary process. Any suggestion by the City to contrary is false.

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27 ³ Henderson Police Captains Association – Notice of Intent form and Application for Recognition of Employee
28 Organization form

PRAYER FOR RELIEF

WHEREFORE, HPCA/NAPSO request that the EMRB designate it as the exclusive representative of Henderson Police Captains based on its demonstrated support and without the need for an election.

Dated this 21st day of August, 2026.



Andrew Regenbaum, J.D.

1
2
3 **CERTIFICATE OF SERVICE**

4 This is to certify that I am an employee with the Nevada Association of Public Safety Officers and that a
5 true copy of the foregoing Petition in this matter was e-mailed to the following:

6 Marisu Romualdez Abellar
7 EMRB Commissioner
8 Department of Business and Industry
9 Government Employee-Management Relations Board
10 MAbellar@emrb.nv.gov

11 Kelly Valdez
12 Executive Assistant
13 Department of Business & Industry
14 Government Employee-Management Relations Board
15 Kelly.valdez@emrb.nv.gov

16 Nicholas Vaskov, City Attorney
17 City of Henderson
18 240 Water Street, 4th Floor
19 Henderson NV 89015
20 Nicholas.Vaskov@CityofHenderson.com
21 Kristina.Gilmore@CityofHenderson.com

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23
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25
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27
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DATED this 21st day of August, 2026.

_____/s/ Andrew Regenbaum_____
5

City of Henderson (Respondent)

**Opposition to Petition to be Designated as
the Exclusive Representative for Bargaining
Unit for Henderson Police Captains**

FILED
September 30, 2026
State of Nevada
E.M.R.B.
7:27 p.m.

FISHER & PHILLIPS LLP
MARK J. RICCIARDI, ESQ.
Nevada Bar No. 3141
ALLISON L. KHEEL, ESQ.
Nevada Bar No. 12986
300 South Fourth Street, Suite 1500
Las Vegas, Nevada 89101
Telephone: (702) 252-3131
Facsimile: (702) 252-7411
E-mail: mricciardi@fisherphillips.com
E-mail: akheel@fisherphillips.com
Attorneys for Respondent, City of Henderson

STATE OF NEVADA
EMPLOYEE-MANAGEMENT RELATIONS BOARD

HENDERSON POLICE CAPTAINS'
ASSOCIATION (HPCA) AND NEVADA
ASSOCIATION OF PUBLIC SAFETY
OFFICERS (NAPSO),

CASE NO.: 2026-015

PETITIONERS,

vs.

CITY OF HENDERSON,

RESPONDENT.

**CITY OF HENDERSON'S OPPOSITION TO PETITION TO BE DESIGNATED
AS THE EXCLUSIVE REPRESENTATIVE FOR BARGAINING UNIT FOR
HENDERSON POLICE CAPTAINS**

Respondent, City of Henderson ("City" or "Henderson"), by and through its counsel of record, Fisher & Phillips LLP, hereby opposes Petitioners' ("HPCA") and Nevada Association of Public Safety Officers ("NAPSO"), Petition¹ to Be Designated as the Exclusive Representative for the Bargaining Unit for Henderson Police Captains ("Petition").

¹ The Petition is structured in the form of a legal argument or Petition for Declaratory Order rather than in the form of a pleading with individually numbered paragraphs containing factual assertions requiring an answer from Respondent. To the extent the EMRB finds that an Answer is required, Respondent admits that currently there is no employee organization designated or certified as the exclusive representative for employees holding the rank of Captain in the Henderson Police Department, and denies each and every remaining factual allegation contained in the Petition.

ARGUMENT

As a preliminary matter, this Petition is improper because the Petition identifies two separate entities that purport to be “labor organizations²” which seek to be designated as the exclusive representative for Henderson Police Captains. As the very definition of the term “exclusive representative” prohibits a single group of employees from being represented by more than one employee organization, the Petition is improper and must be dismissed.³ As the Board set forth in *Clark County Education Assoc. v. Clark County Sch. Dist. et al*, EMRB Case No. 2023-009, Item No. 890 (EMRB Jan. 25, 2024), an employer may only negotiate with a properly recognized bargaining unit, and only one employee organization can represent a single bargaining unit. As the Petition seeks the Board to declare two separate “labor organizations” as the exclusive representative, which is illegal, the Board should dismiss the Petition.

This also highlights the inherent conflict of interest created with NAPS0 and one of NAPS0’s identified representatives, Andrew Regenbaum.⁴ In the City of Henderson Police Department, the Officers (HPOA), and Lieutenants and Sergeants (HPSA) are all already represented by employee organizations affiliated with NAPS0 and represented by Andrew Regenbaum for purposes of collective bargaining. For example, Mr. Regenbaum regularly acts as the Chief Negotiator for HPSA and HPOA, and the City maintains a practice of consulting Captains regarding strategies and bargaining priorities during collective bargaining with those bargaining units. It would be unfair to expect the City to continue its current practice of consulting Captains while bargaining with the Officers (i.e. while sitting across the table from Mr. Regenbaum) and expect Captains to feel no pressure to act in the interest of the Officers (rather

² NRS § 288.048 defines a “labor organization” as an “organization of any kind having as one of its purposes improvement of the terms and conditions of employment *of state employees*” while NRS § 288.040 defines an “employee organization” as “an organization of any kind having as one of its purposes improvement of the terms and conditions of employment *of local government employees*.” As the City falls under the definition of a “local government employer” under NRS § 288.060 (and not the State of Nevada), any City employee would be defined as “local government employee” under NRS § 288.050. Therefore, any entity seeking to represent employees of the City would need to be designated an “employee organization.” The parties stipulated that HPCA and NAPS0 are “employee organizations” on September 11, 2026. The City has opposed the Petition on other legal grounds, but to the extent the Board does not deny or dismiss the Petition in its entirety, the Board should strike the Petition and require a single Petitioner to refile a conforming Petition correcting this designation.

³ To the extent the Board feels necessary, this Opposition should also be treated as a Motion to Dismiss under NRCP 12(b)(5) for failure to state a claim upon which relief may be granted, and the City would be happy to file such as a separate Motion to the extent required by the Board.

1 than in the interest of management/the City) when the Captains know they will be represented by
2 the same organization (NAPSO) and same individual (Mr. Reganbaum) when the Captains are
3 bargaining over their own hypothetical CBA.⁵

4 **A. Captains Cannot Be In Any Bargaining Unit Because They Are “Supervisory**
5 **Employees” Under NRS § 288.138(1)(b).**

6 The Henderson Police Captains’ Association (“HPCA”) purports to be the exclusive
7 representative for all employees holding the position of Captain with the Henderson Police
8 Department; but, as set forth more fully in the City’s Petition For A Declaratory Order Finding
9 The Captain Position With The City of Henderson’s Police Department Must Be Excluded From
10 Any Bargaining Unit which shall be filed with the EMRB forthwith (hereby incorporated by
11 reference), the Captains satisfy the definition of “supervisory employees” under NRS §
12 288.138(1)(b) and therefore are precluded from membership in *any* employee organization as they
13 are integral managerial employees who cannot adequately perform the required functions of their
14 position while they are also represented by an employee organization. The criteria for a subsection
15 (1)(b) “supervisor” requires an individual to: (1) have authority for 1 of the 13 enumerated
16 supervisory functions; (2) make budgetary decisions; and (3) be consulted on decisions relating to
17 collective bargaining. *See* NRS § 288.138(1)(b); *see also*, *Nye County v. Nye County Assoc. of*
18 *Sheriff’s Supervisors, et al.*, EMRB Case No. 2022-009, Item No. 887 (EMRB July 19, 2023).

19 The Captains satisfy all three statutory requirements to be considered a NRS §
20 288.138(1)(b) “supervisory employee.” First, Captains have the authority to assign and direct
21 officers, sergeants and lieutenants, as well as offer recommendations on promotions, rewards,
22 suspensions, hiring, firing, and discipline in many circumstances. Thus, they clearly have satisfied
23 the supervisory function requirement.

24 During the last round of negotiations with the Officers (HPOA) and the Sergeants and
25 Lieutenants (HPSA), the City sought input and revisions from the Captains, as well as requesting

26 ⁵ It is also unrealistic to expect that Captains would not feel pressured to reveal confidential management strategies,
27 bargaining priorities and financial information when in private bargaining caucuses with Mr. Reganbaum. It also
28 creates the potential for significant conflicts of interest for Mr. Reganbaum. For example, if HPSA is arguing that
their wages need to be closer to those of the Captains and the Captains are arguing the opposite position that their
wages should always be 10% higher than the Lieutenants, how can Mr. Reganbaum ethically maintain these two
diametrically opposed arguments.

1 Captains to submit priorities for bargaining, with particular emphasis on discussing proposed
2 language changes to the CBAs based on previous challenges they had dealt with in prior years.
3 Additionally, the Captains are regularly involved in disciplinary issues and investigations and also
4 participate in the grievance process. The Chief regularly involves the Captains in defense of
5 litigation and arbitration, and Captains are frequently required to participate in attorney-client
6 privileged strategy meetings with the City's counsel and are involved in settlement discussions
7 leading to the resolutions of grievances and/or arbitrations. The Captains have involvement in pre-
8 bargaining strategy sessions and are frequently tasked with reviewing, revising and implementing
9 department policies, including disciplinary policies which can impact mandatory subjects of
10 bargaining. Thus, they have active involvement with decisions relating to collective bargaining.

11 Finally, the Captains exercise budgetary authority for a significant portion of their
12 workday. The Captains have authority to manage and maintain their individual department
13 budgets. They routinely schedule employees, authorize overtime, solicit bids for necessary
14 products, authorize budget transfers and capitol requests, and authorize the purchasing of
15 equipment for their respective departments. Additionally, when the Chief is preparing the Police
16 Department's annual budget proposal, and supplemental budget requests, the Chief consults the
17 Captains for recommendations on needed equipment and resources to include in the budget
18 requests. For example, one Captain identified the need for new (heat resistant) ticket writing
19 machines, conducted the research on the specifications needed and available products, and
20 ultimately assisted in the preparation of this supplemental request submitted by the Chief. This
21 more than demonstrates the Captains' budgetary discretion. As the Captains satisfy the definition
22 of "supervisory employees" under NRS § 288.138(1)(b), they may not be represented by any
23 employee organization and therefore the Petition to declare Captains as their own bargaining unit
24 is inappropriate and must be denied.

25 **B. Captains Cannot Be In Any Bargaining Unit Because They Are Confidential**
26 **Employees under NRS §§ 288.170(4) and (6).**

27 Finally, Captains also satisfy the definition of "confidential employees" under NRS §
28 288.170(4), and cannot be in any bargaining unit for this additional reason. "Confidential
employees" are defined as "an employee who is involved in the decisions of management affecting

1 collective bargaining.” NRS § 288.170(6). As discussed above, the Captains regularly participated
2 in collective bargaining during the last round of negotiations with the officers. The City actively
3 consulted with the Captains on bargaining proposals, recommended language, bargaining priorities
4 and desired amendments to existing contract language. Additionally, Captains were responsible
5 for evaluating the feasibility of bargaining proposals and communicating that information to the
6 bargaining team. The Captains involvement went well beyond simply being copied on e-mails
7 containing bargaining proposals. The Captains were intimately familiar with the City’s bargaining
8 strategy prior to it being communicated at the bargaining table. Thus, the Captains satisfy the
9 definition of “confidential employees” under NRS §§ 288.170(4) & (6), and therefore, cannot be
10 represented by an employee organization and the Petition must be denied for this additional reason.

11 **C. In The Alternative, The Board Should Hold A Hearing To Determine An**
12 **Appropriate Bargaining Unit And Order A Secret Ballot Election To Determine**
13 **If A Majority Of Captains Wish To Be Represented By The HPCA.**

14 Assuming arguendo that the EMRB does not deny the Petition in its entirety, the City also
15 objects to the factual assertions contained in the Petition that a majority of Captains wish to be
16 represented by the HPCA. The City has no means of verifying the signatures on the documents
17 submitted as attachments to the Petition. Additionally, all the signatures carry the same date and
18 are all contained on a single sheet of paper — tending to indicate that some Captains might have
19 felt coerced or pressured to sign the sheet due to the circumstances under which the signatures
20 were obtained. Finally, all the signatures are dated June 25, 2026, prior to the end of the fiscal
21 year, indicating that the signatures could have been obtained as part of a negotiation tactic by
22 another bargaining unit. Therefore, the City has a good faith doubt that a majority of Captains
23 would wish to be represented by the HPCA. Assuming arguendo that the EMRB does not deny
24 the Petition outright because Captains cannot be included in any bargaining unit, the EMRB should
25 hold a hearing to obtain evidence on the scope of an appropriate bargaining unit and should only
26 certify the HPCA as the exclusive bargaining representative following a secret ballot election in
27 which the HPCA obtains a majority of the valid votes cast.

28 ///

1 **CONCLUSION**

2 As set forth in detail above, Captains satisfy the definition of NRS § 288.138(1)(b)
3 “supervisory employees” and well as NRS §§ 288.170 (4) & (6) “confidential employees,” neither
4 of which can be part of an employee organization. The Petition seeks a declaration that is contrary
5 to the law, therefore, the Petition should be denied and dismissed with prejudice.

6 **PRAYER FOR RELIEF**

7 **WHEREFORE**, having answered all the allegations contained in the Petition the City
8 prays for relief as follows:

- 9 1. The EMRB issue an order finding that Captains cannot be included in any bargaining
10 unit.
11 2. The EMRB deny the Petition in its entirety.
12 3. In the Alternative, the EMRB should determine whether a Bargaining Unit of Captains is
13 appropriate and whether, by an election or without an election (as determined by the
14 EMRB), the HPCA has demonstrated a majority of the employees in the bargaining unit
15 wish to be represented by HPCA.
16 4. That City be awarded its costs and reasonable attorneys’ fees in defending this action.
17 5. For any other relief that the Board deems just and appropriate.

18 DATED this 30th day of September, 2026.

19 FISHER & PHILLIPS LLP

20 By: /s/ Mark J. Ricciardi, Esq.
21 Mark J. Ricciardi, Esq.
22 Allison L. Kheel, Esq.
23 300 South Fourth Street, Suite 1500
24 Las Vegas, Nevada 89101
25 *Attorneys for Respondent, City of Henderson*
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**NEVADA ASSOCIATION OF PUBLIC
SAFETY OFFICERS**

EMRB COMMISSIONER

GORDON REES SCULLY MANSUKHANI

/s/ Allison List Kheel

An Employee of FISHER & PHILLIPS, LLP

HPCA, NAPSO (Petitioner)

Reply to City of Henderson Opposition

FILED
October 5, 2026
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1:10 p.m.

1 Andrew Regenbaum, J.D.
2 Nevada Association of Public Safety Officers
3 145 Panama Street
4 Henderson, Nevada 89015
5 Phone | 702.431.2677
6 Email | andrew@napso.net

7 Adam Garth, Esq.
8 Nevada Bar No. 15045
9 Gordon Rees Scully Mansukhani
10 300 South Fourth Street, Suite 1550
11 Las Vegas, NV 89101
12 Phone | 702.577.9356
13 Email | agarth@grsm.com

14 **BEFORE THE LOCAL GOVERNMENT EMPLOYEE MANAGEMENT**
15 **RELATIONS BOARD**

16 **HENDERSON POLICE CAPTAINS' ASSOCIATION**
17 **(HPCA) AND NEVADA ASSOCIATION OF PUBLIC**
18 **SAFETY OFFICERS (NAPSO)**

19 vs.

20 **CITY OF HENDERSON,**

Case No.: 2026-015

HPCA, NAPSO REPLY TO
CITY OF HENDERSON
OPPOSITION

21 PETITIONERS, Henderson Police Captains Association ("HPCA") and Nevada
22 Association of Public Safety Officers ("NAPSO"), by and through their counsel of record,
23 Gordon Rees Scully Mansukhani hereby reply/oppose the "Opposition" to Petition to be
24 Designated as the Exclusive Representative for the Bargaining Unit.

25 At the outset it should be noted that the City of Henderson's ("City") papers purport to be
26 an "opposition" but loosely suggest via footnote that the opposition could be "converted" to a
27

motion if “required”. To that end, it is noted that motion is not a motion unless it is filed as such. Accordingly, the relief of dismissal is not appropriate without an appropriate filing.

Regardless, it appears that the City did not file a motion because such a filing would be little more than a billing event for the City's counsel. All parties are well aware of the nature of the underlying petitions filed by the HPCA and NAPSO even if initial phraseology was inarticulate. However, as set forth in the argument below, the facts of underlying petition are well known and understood to the City and the Petitioners' requests should be considered by this honorable Board and/or should be set for a hearing before this Board at its earliest opportunity.

ARGUMENT

A. The City's allegation that the Petition seeks to designate two exclusive bargaining representatives is patently false

Specifically, the HPCA consists of seven (7) police captains in the City of Henderson Police Department. These seven individuals make up all of the captains employed by the City/Police Department. The seven captains organized the HPCA. In turn, the HPCA appropriately sought recognition from the City as the Police Captain union. Simultaneously, NAFSA sought to be recognized as the exclusive bargaining representative for the HPCA. To the extent that this distinction was unclear or poorly articulated in the pleadings, the Petitioners are willing to amend the initial petition to reflect this linguistic issue. However, from a substantive perspective, the City, despite its Opposition argument, has always been well aware of the concurrent requests.

To that end, on July 21, 2026 the HPCA provided the City with a copy of its Constitution and Bylaws, a roster of its membership and officers and a written pledge acknowledging that the

1 Association will not strike against the City under any circumstances. The City was also provided
2 with signatures of all of the Captains indicating their desire to be a part of the HPCA. These
3 signatures were included on a single page as opposed to separate cards¹. Lastly, the July 21,
4 2026, letter indicated that the HPCA wished for NAPSO to be the exclusive representative for
5 the HPCA.
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7 By letter dated July 28, 2026², the City, through its Police Chief and Human Resources
8 Director, responded to the HPCA and NAPSO by refusing to recognize the ability of Captains to
9 organize as a union due to the City's determination that the Captains are "supervisory
10 employees" as defined by NRS 288.138(1)(b). The City's letter offered no complaints or
11 confusion over the requests to unionize and for recognition as the exclusive representative made
12 by HPCA and NAPSO respectively.
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14 Accordingly, it is respectfully submitted that counsel's allegation that the Petition seeks
15 to improperly designate two exclusive representatives should be seen for the red herring that it is.
16 At worst, the Petition inarticulately sets forth the concurrent requests of the HPCA and NAPSO,
17 and can be cured by an amended caption title if the EMRB deems it necessary and
18 appropriate. However, the City has suffered no prejudice and has Answered the Petition. The
19 matters should be considered on their merits.
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26 ¹ There is no requirement for signatures to be placed on separate pages or "signature cards".

27 ² City of Henderson July 28, 2026, letter is annexed hereto as Exhibit 1.
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1 B. The City's arguments alleging that the Captains are not eligible to be in a bargaining
2 unit is not supported by any reliable evidence or facts and are insufficient to defeat
3 the HPCA request to unionize
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5 Without any support, the City, unilaterally concludes that the Captains are "Supervisory
6 Employees" pursuant to NRS 288.138(1)(b). The City simply states, as if fact, that the Captains
7 stratify all three statutory requirements to be supervisory without providing any evidence or
8 examples to support their conclusion. This is plainly insufficient and the conclusion is wrong.
9

10 The fact of the matter is that the Captains satisfy none of the three statutory requirements
11 to be deemed supervisory employees. First, the Captains do not assign and direct officers,
12 sergeants and lieutenants. Rather, the Captains do little more than review and sign off on
13 assignments and directions made by the front-line supervisors such as sergeants and
14 lieutenants. Similarly, Captains do not have authority to promote, reward, suspend, hire, fire or
15 discipline lower level officers. Indeed, these tasks are specifically delineated to the Deputy
16 Chiefs and Police Chief. The City is well aware of this fact as the promotion, hiring, firing and
17 disciplinary procedures are set forth in Department policies. Thus, the City's argument appears
18 intentionally inaccurate or cleverly couched in misleading language which meekly states that, "in
19 many circumstances"³ the Captains "make recommendations...." Recommendations are
20 distinguishable from actually directing these activities, as required by statute, and therefore is
21 proof that the City is aware that its bald conclusion is false.
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28 ³ No exemplary "circumstances" are offered in the City's papers.

1 Similarly, the Captains have no budgetary decision-making authority. The Captains each
2 are given a "budget" for their area commands; however, they may not spend any of the "budget"
3 without approval from the Police Chief. Further, contrary to the example offered by the City, the
4 Captains DO NOT research and recommend budget proposals or supplemental budget
5 proposals. Such proposals actually begin at the line level from officers or sergeants and the
6 research behind the requests is conducted by the sergeants and lieutenants. The Captains merely
7 review the final request and forward it to the Deputy Chiefs and Chief for approval. Indeed, the
8 ticket writing machine example offered by the City (page 4, paragraph 2) is incorrect. The
9 Captain involved, Captain VanBeveren, did not identify a need for the new machines. Rather, it
10 was his officers who observed an issue with how tickets were being generated. The officers
11 researched a potential solution. The sergeant then further researched appropriate products and
12 costs and prepared a request. Captain VanBeveren simply reviewed the request and forwarded it
13 to the Chief on behalf of his officers. The Captain performed none of the functions falsely
14 alleged by the City's filing.

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18 Lastly, relative to the City's allegation that the Captains are consulted on decisions
19 relating to collective bargaining, this assertion is also untrue. Each and every Captain on the
20 HPCA roster can affirm that they have not been consulted by anyone from Department
21 Command Staff or the City Negotiation team regarding collective bargaining. The Captains do
22 not attend collective bargaining meetings. The Captains also do not attend collective bargaining
23 strategy sessions nor are they asked to articulate any priorities or suggestions for collective
24 bargaining. To the contrary, the Captains are completely left out of the collective bargaining
25 strategy sessions and communications. The City cites no individual or document that supports
26 its claims. This is because there are none.

1 Accordingly, the Captains meet none of the statutory requirements to be classified as a
2 supervisory employee.

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4 C, Captains are not "Confidential Employees" as defined by NRS 288.170(4) and (6)

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6 "Confidential employees" are defined as "employee[s] who is involved in the decisions
7 of management affecting collective bargaining." NRS 288.170(6). As set forth in Section B
8 above, the Henderson Captains have absolutely no role in the collective bargaining process. It is
9 therefore axiomatic that the Captains are not involved in any decision making related to
10 collective bargaining. Frankly, the manner in which the City negotiates collective bargaining
11 agreements with its officers and supervisors leaves the Chief of Police with little to no decision
12 authority. Thus, suggesting that the Captains, two levels below the Chief, have decisional
13 authority is delusional. The Captains are unaware of any contractual provisions being sought by
14 the City or, alternatively, the officer or supervisor unions. As such, they are not in any position
15 to make or even advise on any decisions related to the contracts. In fact, Captains can
16 affirmatively state that they are rarely, if ever, even copied on emails related to the status of
17 collective bargaining negotiations, let alone asked for their input on decisions. Therefore, is
18 beyond cavil that Captains do not satisfy the statutory requirements to be classified as a
19 "confidential employee".
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1 D. There is no legitimate objection from the City to NAPSO as the exclusive bargaining
2 representative
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4 The City offered no legitimate objection to NAPSO being designated as the exclusive
5 bargaining representative for the HPCA. All seven Captains have signed the letter requesting
6 NAPSO as their exclusive bargaining representative. The City's suggestion that NAPSO would
7 have a "conflict" in such a position is without any legal basis and is not supported by any
8 caselaw. Instead, the City's "conflict" argument is a weak extension of its patently false
9 suggestion that the Captains are involved in the collective bargaining for the officer (HPOA) and
10 supervisor (HPSA) contracts. However, since the Captains, to a person, can affirm no
11 involvement in any of the HPOA or HPSA contract negotiations, the City's conflict "concern"⁴
12 is misplaced. Instead, it appears that the City's argument is based upon its desire to avoid having
13 to face NAPSO at the negotiation table for another contract. The City's apparent fear
14 of negotiating against NAPSO is not relevant to the analysis of whether NAPSO should be
15 designated the exclusive bargaining representative.
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19 E. Hearing and Secret Ballot are unnecessary but welcome
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22 It is respectfully submitted that the HPCA and NAPSO believe that the vast
23 preponderance of the evidence supports the Captains application to be recognized as a union and
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27 ⁴ The City footnoted the alleged "conflict" in its argument, but the referenced footnote does not
28 exist in the City's papers. Presumably, this is true because the conflict is as non-existent as the footnote itself. See
City Opposition, Page 2, Footnote 4.

1 NAPSO as the exclusive bargaining representative. Indeed, the City's July 28, 2026 letter to the
2 HPCA did not challenge that appropriate documents were provided pursuant to NRS 288.160 nor
3 did it challenge that over 50% of the employees within the bargaining unit wish to be a part of
4 the HPCA/NAPSO. The coercion or "strategic date" arguments are only creative creations of
5 counsel that lack any basis in fact or evidence.
6

7 However, if the EMRB does not wish to declare the HPCA as bargaining unit and
8 NAPSO as the exclusive representative, the HPCA and NAPSO have no objection to a secret
9 ballot election to determine whether the majority of Captains wish to be a part of the HPCA and
10 wish for NAPSO to be the exclusive bargaining representative. The members of the HPCA
11 believe that the City's completely unsupportable accusation of "coercion" will be dispelled by a
12 secret ballot. Additionally, in the event the EMRB is not convinced that the Captains are not
13 supervisory or confidential employees as defined by NRS, the HPCA would also not oppose a
14 hearing to determine these issues.
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WHEREFORE, the HPCA respectfully requests that the EMRB grant the following

1. That the HPCA petition to be the bargaining unit for the rank of police captain in the Henderson Police Department be granted;
2. That NAPSO's request that the EMRB designate it as the exclusive representative of Henderson Police Captains be granted based on its demonstrated support;
3. That the Petitioners be awarded costs and reasonable attorney fees; and
4. For any other relief that the Board deems just and appropriate.

Dated this 5th day of October, 2026.

/s/ Adam Garth

Adam Garth, Esq.

1 **CERTIFICATE OF SERVICE**

2 This is to certify that I am an employee with the Nevada Association of Public Safety
3 Officers and that a true copy of the foregoing Reply in this matter was e-mailed to the following:

4 Marisu Romualdez Abellar
5 EMRB Commissioner
6 Department of Business and Industry
7 Government Employee-Management Relations Board
8 MAbellar@emrb.nv.gov

9 Kelly Valadez
10 Executive Assistant
11 Department of Business & Industry
12 Government Employee-Management Relations Board
13 Kelly.valadez@emrb.nv.gov

14 Mark Ricciardi, Esq.
15 Fisher & Phillips LLP
16 Attorneys for City of Henderson
17 300 South Fourth Street, Suite 1500
18 Las Vegas, NV 89101
19 mricciardi@Fisherphillips.com
20 akheel@Fisherphillips.com

21
22 DATED this 5th day of October, 2026.

23 
24 Elizabeth Draser, NAPSO Employee

EXHIBIT 1

HENDERSON

July 28, 2026

Andrew Regenbaum, Esq. Counsel for the Henderson Police Officers Association,
Nevada Association of Public Safety Officers
Ed Bogdanowicz, Police Captain
145 Panama Street
Henderson, NV 89015
Delivered via electronic mail:
aregenbaum@aol.com; ed.bogdanowicz@cityofhenderson.com

Re: Response to Captains Bargaining Unit

Dear Mr. Regenbaum and Captain Bogdanowicz,

We are writing in response to your July 21, 2026 request for the City of Henderson (the "City") to recognize a bargaining unit of captains within the Henderson Police Department. The City has carefully reviewed, evaluated, and researched the City's best interests in response to your request.

As an initial matter, because captains operate their divisions with independent judgment and are provided a significant amount of responsibility, the City of Henderson has determined that the captains are "supervisory employees" as defined by NRS 288.138(1)(b) and are therefore excluded from organizing pursuant to NRS 288.140(4)(a). Quite simply, individuals serving in the captain position serve as vital members of the command team within a department that could not be managed without the hard work and independent judgment of captains. Each captain maintains a significant level of responsibility in a non-represented management role.

In particular, captains are provided a great deal of responsibility as the department relies heavily on the captains to be responsible for their own assigned divisions. In performing these responsibilities, captains exercise a high level of authority and autonomy when carrying out their job duties. The essential job duties of the captains include management level responsibilities, and captains perform these managerial responsibilities as an essential part of the overall management of the department operations.



Henderson Police Department
223 Lead St, Henderson, NV 89015
T 702-267-5000
W cityofhenderson.com

Human Resources
240 S Water Street, MSC 122
Henderson, NV 89015
T 702-267-1900
W cityofhenderson.com

More specifically, captains are expected to use their independent judgment to make operational decisions that impact their divisions, including overseeing budgetary decisions, involvement in the disciplinary process, input on assignments, providing direction, leadership, and mentorship to the officers/supervisors/professional staff they oversee, and providing subject matter expertise as requested on matters impacting the represented employees, including but not limited to provisions contained within the collective bargaining agreements. If the department is going to make a significant change to a policy, procedure, or any other major operational change, captains serve an integral part of our command team in developing and inputting these changes.

Essentially, captains serve as the "chiefs" of their assigned divisions. Without the captains as members of management, the City's command team would be a team of three and make it nearly impossible to run a police department of roughly 700 sworn officers. Instead, the City greatly relies on the knowledge, leadership, and insight of our captains to help us effectively operate the department.

In addition to serving as supervisory employees, the City also has determined that captains are "confidential employees" as defined by NRS 288.170(6)(a) and are therefore excluded from collective bargaining pursuant to NRS 288.170(4). Indeed, the captains are required to sign confidentiality acknowledgments in order to serve in that rank.

Among other things, captains help set labor relations strategies for the department. Although captains do not "sit at the bargaining table," so to speak, they have participated in pre-bargaining strategy sessions and have provided behind-the-scenes advice to the department about policies and contract language. Captains have also helped the department in developing, revising, and implementing police department policies (which may trigger bargaining obligations with HPOA and HPSA). In doing so, captains have acquired advance notice of operational changes that the City does not always want to share with its unions. Captains also have access to confidential departmental strategies and information. In fact, the job description for captain expressly states that an individual in the rank:

"assists with development of policies, regulations and procedures, including research of industry practices; manages special projects, develops reorganization and staff deployment; work with labor union representatives to review and revise job descriptions; and serves as a liaison between the Chief of Police and department employees to follow up on Chief's directives, goals, and concerns."

Historically, captains have played an integral role in the City's administration of labor relations, including participating in the grievance and arbitration process and assisting in the defense of litigation. As part of these responsibilities, captains have participated in attorney-client privileged communications and strategy meetings with the City's legal counsel to assist in preparing the City's strategic defense in litigation and arbitration proceedings in defense of grievances filed by employee organizations. These

Mr. Regenbaum and Captain Bogdanowicz

7-28-26

Page 3

responsibilities reflect the important management role captains serve within the department and their participation in matters involving confidential labor relations and legal strategy.

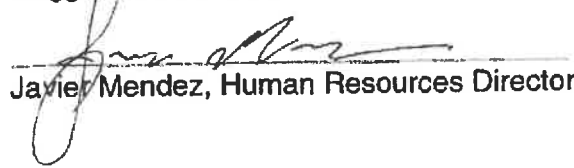
The City values each captain and appreciates their leadership, professionalism, and dedication to the Henderson Police Department. As essential members of the Police Department's command team, their contributions are critical to the department's success and its ability to serve the community. We also want to emphasize that captains are encouraged to raise any concerns regarding their working conditions directly with the Chief, Human Resources, or City management. We are all committed to maintaining open lines of communication and welcome the opportunity to discuss and address any concerns.

Additionally, we recognize that the recently settled HPOA and HPSA collective bargaining agreements have resulted in salary compression between captains and certain subordinate positions within the chain of command. The City shares these concerns and is actively evaluating appropriate solutions to address the issue. We anticipate sharing additional information regarding the City's determinations with you in the very near future.

Sincerely,



Reggie Rader, Police Chief



Javier Mendez, Human Resources Director