

STATE OF WISCONSIN :: CIRCUIT COURT :: MILWAUKEE COUNTY

MILWAUKEE POLICE ASSOCIATION,

Local 21, IUPA, AFL-CIO

Itself and on behalf of its Members, and

MICHAEL V. CRIVELLO,

Plaintiffs,

v.

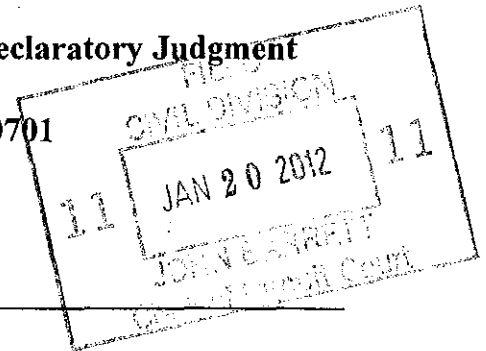
CITY OF MILWAUKEE,

Defendant.

Case No. 11-CV-015086

Case Type: **Declaratory Judgment**

Case Code: 30701




ORDER

**DENYING DEFENDANT'S MOTION TO RECONSIDER
THIS COURT'S DECEMBER 29, 2011 WRIT OF MANDAMUS,
RE-AFFIRMING THAT WRIT
AND
PRELIMINARILY ENJOINING THE CITY OF MILWAUKEE**

On January 17 and 18, 2012, a hearing was held on Plaintiffs' Motion for Preliminary Injunction, as well as Defendant's Motion to Reconsider this Court's December 29, 2011 Writ of Mandamus.

Plaintiffs, Milwaukee Police Association and Michael Crivello, appeared by Attorney Jonathan Cermele of Cermele & Associates, S.C. Defendant, City of Milwaukee, appeared by Assistant City Attorney Thomas J. Beamish.

Based upon the pleadings, the evidence in the record, and after consideration of oral argument of counsel, and for the reasons stated from this Court's oral bench decision of January 18, 2012, THIS COURT FINDS AND CONCLUDES THAT:

1. The City of Milwaukee bargained in bad faith with the Milwaukee Police Association with regard to the provisions of Article 21 of the parties' 2010-2012 Labor Agreement; *and the entire Collective Bargaining Agreement.* 
2. When read in harmony with the public policy identified with respect to public safety employees identified in 2011 Wisconsin Act 10, as well as the legislative history of the relevant portion of 2011 Wisconsin Act 32, the term "design," as contained in §111.70(4)(mc)(6), Stats., does not allow a municipality to unilaterally determine all aspects of health care coverage;
3. The City improperly concluded that §111.70(4)(mc)(6), Stats., provided it with

authority to make unilateral adjustments to the components of health care coverage in order to recoup "unanticipated costs resulting from contract negotiations." DVA

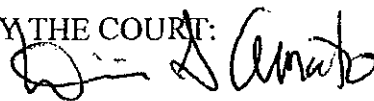
4. The City has an obligation to comply ^{in good faith with} with the terms and conditions of the parties' 2010-2012 Labor Agreement, given that the City of Milwaukee passed a resolution adopting those very terms and conditions.

This Court therefore ORDERS AS FOLLOWS:

1. That the City of Milwaukee's Motion to Reconsider this Court's December 29, 2011 Writ of Mandamus is DENIED;
2. This Court's December 29, 2011 Writ of Mandamus is hereby RE-AFFIRMED and remains in full force and effect;
3. The Milwaukee Police Association's Motion to make this Court's December 29, 2011 Temporary Restraining Order this Court's Preliminary Injunction is GRANTED, and;
4. The City of Milwaukee is hereby PRELIMINARILY ENJOINED from:
 - A. Enacting legislation which in any manner modifies the terms and conditions of the Health Insurance Article contained in the parties' 2010-2012 Labor Agreement (the terms and conditions of which were adopted by means of the Common Council's December 20, 2011 resolution);
 - B. Imposing health insurance deductibles, co-pays, prescription costs, etc., other than as was agreed to as part of bargaining the 2010-2012 Labor Agreement between the parties (and specifically identified therein);
 - C. Implementing a health care plan that is other than as was agreed to as part of bargaining the 2010-2012 Labor Agreement between the parties (and specifically identified therein);
 - D. Making any attempt to unilaterally adjust or modify any aspect of health care coverage identified in that 2010-2012 Labor Agreement.

Dated and issued by the Hon. Dominic S. Amato, Circuit Court Judge for Milwaukee County, Wisconsin, at the Milwaukee County Courthouse in the City of Milwaukee this 20th day of January, 2012.

BY THE COURT:



Hon. Dominic S. Amato
Circuit Court Judge