

FILED
04-20-2023
Anna Maria Hodges
Clerk of Circuit Court
0423CV002825
Honorable Frederick C
Rosa-35
Branch 35

STATE OF WISCONSIN :: CIRCUIT COURT :: MILWAUKEE COUNTY

MILWAUKEE POLICE ASSOCIATION,
Local 21, IUPA, AFL-CIO
Itself and on behalf of its Members,
6310 West Bluemound Road,
Milwaukee, WI 53213,

Plaintiff,

Case Type:Declaratory Judgement

Case Code:30701

v.

CITY OF MILWAUKEE
200 East Wells Street, Room 800
Milwaukee, WI 53202,
Defendant.

COMPLAINT

NOW COMES Plaintiff, by their attorneys, Cermele & Matthews, S.C., and Brendan P. Matthews, as and for a cause of action against the Defendant, allege and show to the Court as follows:

NATURE OF ACTION

1. This action is brought under §806.04, Stats., Wisconsin’s Uniform Declaratory Judgment Act, and seeks a declaration as to the rights and obligations of the parties under Article 59 of the parties’ collective bargaining agreement (“CBA”), as well as Local, State and Federal law addressing the same.

PARTIES

2. Plaintiff, Milwaukee Police Association, Local 21, IUPA, AFL-CIO,

("MPA"), is a labor organization within the meaning of §111.70(1)(h), Stats., with offices located at 6310 West Bluemound Road, Milwaukee, Wisconsin, 53213 and which, pursuant to the Wisconsin Municipal Employment Relations Act ("MERA"), §111.70, Stats., *et seq.*, has been recognized by the City of Milwaukee as the exclusive bargaining representative for certain non-supervisory police officers of the Milwaukee Police Department ("MPD"), all of whom are employees of the City of Milwaukee, and is a party to the CBA between the City of Milwaukee and the MPA. Members of the MPA are "members of the Department," "members of the force" and/or "police officers," all as identified under §62.50, Stats. All MPA members are also "law enforcement" personnel as identified in §66.0502, Stats. As the exclusive representative of employees who are specifically interested in the subject matter of this litigation, and as a result of having a duty to represent and advise its members on matters related to that subject matter, the MPA possesses a tangible interest in knowing the law as it may impact its members, as well as ensuring that its members are afforded due process and all other rights available under Local, State and Federal law.

3. Defendant, City of Milwaukee ("City"), is a political subdivision organized and existing under the laws of the State of Wisconsin, with its principal place of business, main office and mailing address located at 200 East Wells Street, Milwaukee, Wisconsin, 53202. The City is the employer of all MPA members. The City of Milwaukee Fire and Police Commission ("FPC") is a civilian-led quasi-judicial board, whose members are paid by the City, and are appointed by the City's Mayor and approved by the City's Common Council.

FACTS

4. Plaintiff re-alleges and re-asserts Paragraphs 1 through 3 above, as though fully set forth herein, and further alleges as follows:

5. Upon information and belief, the FPC sought to unilaterally create a new MPD Standard Operating Procedure ("SOP") relating to the release of video footage of critical incidents.

6. The MPA reminded both the City's Chief of Police and the FPC's Executive Director
of the need to collectively bargain in good faith over the potential SOP.
7. Upon information and belief, the Chief advised the MPA that the matter was
"out of
his hands" and "out of his control" and that MPD did not intend to bargain with the MPA, in any
capacity, over the new SOP, now numbered as SOP 575.
8. Upon information and belief, the FPC also refused to bargain, in any capacity,
with the MPA over SOP 575.
9. Article 59 of the parties' CBA requires the City to bargain with the MPA over
any new SOP, including SOP 575.
10. No bargaining with the MPA was completed on SOP 575 prior to the FPC
voting to approve it on April 20, 2023.
11. Upon information and belief, the adopted version of SOP 575 violates
notions of Due
Process, the FPC's own rules, and Local, State and Federal law.

FIRST CAUSE OF ACTION
Violation of CBA Article 59

12. Plaintiff re-alleges and re-asserts Paragraphs 1 through 11 above, as though
fully set forth herein and further alleges as follows:
13. CBA Article 59 requires the City to bargain over any SOP that relates to
wages, hours or conditions of employment. *A copy of the MPA's CBA with the City can be found
online at: <https://city.milwaukee.gov/DER/PoliciesProcedures/LaborContracts>.*
14. Upon information and belief, SOP 575 primarily relates to conditions of

employment.

Racine Educ. Ass'n v. Wisconsin Emp. Rels. Comm'n, 214 Wis. 2d 353, 359, 571 N.W.2d 887, 891 (Ct. App. 1997).

15. The City, via the FPC and the MPD refused to collectively bargain with the MPA

prior to unilaterally implementing SOP 575 on April 20, 2023.

16. The City's failure in that regard violated CBA Article 59, as well as Local, State and

Federal Law.

17. In addition, upon information and belief, the contents of SOP 575 violate numerous

laws and legal concepts, including, but not limited to, Due Process and State Public Records Law.

WHEREFORE, Plaintiff demands judgment against Defendant:

- A. Declaring that SOP 575 is unlawful, as it was not properly bargained over, including via Article 59 of the CBA between the City and the MPA, and SOP additionally violates Due Process as well as Local, State and Federal law;
- B. Declaring that the City was required to collectively bargain over SOP 575 prior to its approval and implementation;
- C. Awarding compensatory damages in an amount to be ordered at trial;
- D. Awarding punitive damages in an amount to be determined at trial;
- E. Awarding Plaintiffs their costs, disbursements and attorney fees in this action; and,

F. Award such other relief as may be deemed just, equitable and appropriate.

Dated in Milwaukee, this 20th day of April, 2023.

CERMELE & MATTHEWS, S.C.
Attorneys for Plaintiffs, Milwaukee

Police Association

/s/Electronically Signed By Brendan P. Matthews

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