STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

HARTFORD EDUCATION ASSOCIATION, W.E.A., N.E.A., Complainant, vs. HARTFORD UNION HIGH SCHOOL DISTRICT, and the BOARD OF EDUCATION OF HARTFORD UNION HIGH SCHOOL DISTRICT, Respondents.	Case VI No. 15595 MP-136 Decision No. 11002-A

Appearances:

Lawton & Cates, Attorneys at Law, by Mr. Bruce F. Ehlke, appearing on behalf of the Complainant.

Mr. Thomas L. Kissel, Attorney at Law, appearing on behalf of the Respondents.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

A complaint of prohibited practices having been filed with the Wisconsin Employment Relations Commission in the above entitled matter; and the Commission having appointed George R. Fleischli, a member of the Commission's staff to act as Examiner and to make and issue Findings of Fact, Conclusions of Law and Orders as provided in Section 111.07(5) of the Wisconsin Statutes; and hearing on said complaint having been held at West Bend, Wisconsin, on June 27, 1972 and August 24, 1972 before the Examiner; and the Examiner having considered the evidence and arguments and being fully advised in the premises, makes and files the following Findings of Fact, Conclusions of Law and Order.

FINDINGS OF FACT

1. That Hartford Education Association, W.E.A., N.E.A., hereinafter referred to as the Complainant, is a labor organization within the meaning of Section 111.70(1)(j) of the Wisconsin Statutes having offices at Hartford, Wisconsin, and is the certified collective bargaining representative of certificated personnel employed by Hartford Union High School District, a municipal employer within the meaning of 111.70(1)(a) of the Wisconsin Statutes, for the purposes of collective bargaining on questions of wages, hours and working conditions.

2. That Hartford Union High School District and Board of Education of Hartford Union High School District, hereinafter referred to as the Respondent District and Respondent Board are, respectively, a public school district organized under the laws of the State of Wisconsin and a public body charged under the laws of Wisconsin with the management, supervision and control of said district and its affairs.

3. That the Complainant and Respondent Board have, through their representatives, negotiated annually concerning changes in the "salary

schedule and appendices" containing annual salaries, fringe benefits and related items applicable to certificated personnel at least since October 1964; that beginning sometime in 1967 representatives of the Complainant and Respondent Board began discussions with a view to entering into a comprehensive collective bargaining agreement or "master agreement" with the understanding that the "salary schedule and appendices" would become attachments to said collective bargaining agreement; that representatives of the Complainant prepared a proposed "master agreement" which included all of the provisions that the Complainant desired to include which was informally discussed with representatives of the Respondent Board sometime in the fall of 1969.

4. That on January 21, 1970 representatives of the Complainant and Respondent Board met for the purpose of bargaining on wages, hours and working conditions for the 1970-1971 school year; that at the outset of said meeting the representatives of the Respondent Board indicated that they were prepared to discuss the "salary schedule and appendices" for the 1970-1971 school year and representatives of the Complainant indicated that they were prepared to discuss its proposed "master agreement"; that it was agreed between the representatives of the Complainant and Respondent Board that future meetings would be equally divided between negotiations on the "salary schedule and appendices" and the "master agreement" with a view to reaching final agreement on both on or before March 15, 1970; that at the meeting of January 21, 1970 and at the next meeting of February 4, 1970 representatives of the Complainant and Respondent Board discussed a number of provisions contained in the Complainant's proposed "master agreement" and tentative agreement was reached on some language to be included therein but that, by mutual agreement, subsequent negotiation meetings during the spring of 1970 were limited to negotiations on the "salary schedule and appendices"; that the representatives of the Complainant and Respondent Board reached agreement on the "salary schedule and appendices" for the 1970-1971 school year sometime during the Spring of 1970 which agreement was reduced to writing, signed, and ratified by the Complainant's membership and the Respondent Board; that said agreement contained the following provision relevant herein:

"IV. Written Agreement

A. Interem (sic) negotions (sic) relative to Written Agreement to be resumed in Sept. 1970 and completed prior to any salary negotiations sessions for the 1971-72 school year."

5. That on September 29, 1970 the Complainant's bargaining team met with the Respondent Board's bargaining team which on that date consisted of three of the five board members, to wit, Doctor James VanBeckum, Gene A. Buth, and Joseph A. Bradley, as well as two representatives from administration; that at the outset of said meeting the Respondent Board's bargaining team indicated that it desired to "start over" and review all of the Complainant's proposed "master agreement" which had already been modified to some extent as a result of the prior discussions on January 21, 1970 and February

the meeting began, the parties entered into a discussion regarding the size of the Respondent Board's bargaining team wherein Doctor VanBeckum, acting as spokesman of the Respondent Board's bargaining team, indicated that they could not speak for the full board regardless of whether there were two or three board members present at the meeting and stated, in that regard, that they were in a "similar position" to that of the members of the Complainant's bargaining team which would be required to go back to the Complainant's membership for ratification of any agreement reached; that thereafter during the course of negotiations similar comments were made by VanBeckum even though the Respondent Board's bargaining team normally consisted of at least three members plus the two representatives from administration.

7. That the minutes of the October 21, 1970 negotiation session reflect that Doctor VanBeckum advised the Complainant's bargaining team that the Respondent Board had a discussion with the Wisconsin Association of School Boards' attorney with respect to some of the language contained in the proposed "master agreement" and it was the understanding of the Complainant's bargaining team, based on this comment and similar comments made during the course of negotiations, that the Respondent Board intended to consult with an attorney during the course of the negotiations for a "master agreement"; that sometime prior to July 7, 1971, probably at the last negotiation meeting immediately prior to that date, the Respondent Board's bargaining team advised the Complainant's bargaining team of its intent to consult with its "attorney" or the "Wisconsin Association of School Boards" about the provisions agreed to which statement provoked heated discussion but no agreement on the possible consequences of such action.

8. That the Complainant's bargaining team and the Respondent Board's bargaining team met on numerous occasions after October 21, 1970 and before July 7, 1971 and reached agreement on a number of provisions of the proposed "master agreement"; that the practice developed during these discussions of reducing most of these agreements to writing and initialing said agreements which were frequently but not always marked at the top of the page with the words "tentative agreement" but that there was no explicit agreement as to the meaning of those words; that on July 7, 1971 the Complainant's bargaining team and the Respondent Board's bargaining team reached agreement on the final item remaining which was binding arbitration and that thereafter, beginning on July 19, 1971, they began negotiations on the "salary schedule and appendices" which were to be attached to the "master agreement".

9. That a representative of the Complainant met with the Respondent's Superintendent shortly after the July 7, 1971 negotiation meeting for the purpose of assembling the various provisions of the "master agreement" into a single document and during the course of their discussion the Superintendent advised the Complainant's representative that the assembled document would be submitted to the Respondent Board "for review"; that the Superintendent assembled the various provisions of the "master agreement" into a single document; that with the exception of a few minor changes in wording which were mutually agreed to this document incorporated and accurately reflected all of the "tentative agreements" reached during the course of negotiations and excluded all of the proposals and counterproposals that had been dropped or abandoned by the parties' respective bargaining teams.

10. That, thereafter, probably during October 1971 the Complainant's bargaining team presented the "master agreement" to its

membership for the purpose of taking a ratification vote; that the membership was advised that the Respondent Board desired to include a provision on maternity leave in conformity with its understanding of its obligations under state law and the membership voted to ratify the agreement with the understanding that a maternity leave provision would be added thereafter; that thereafter the respective bargaining teams reached agreement on the "salary schedule and appendices" which agreement was ratified by the Complainant's membership at a meeting called for that purpose shortly before November 10, 1971; that on November 10, 1971 the Respondent Board met at a regular meeting and approved the "salary schedule and appendices" which had been agreed to by the Board's bargaining team which approval is reflected in the official minutes of said meeting and read as follows:

> "Negotiations Committee - Current negotiations can be concluded with several small items yet to be resolved. These items are in the appendices to the Master Contract and, if no objections are raised, the remaining issues will be resolved at this time. There were no objections, and after considerable discussion about LEAP, re-evaluation of credits and contract breaking, and other issues the following resolution was proposed:
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> Motion by Mally, seconded by Buth that the Board of Education's version of the Appendix, which includes the salary schedule, be approved and presented to the HEA for acceptance. The Director called for a roll call vote: Ayes - Bradley, Mally, Buth, Horst and Van Beckum. Nayes - None. Motion carried."

11. That thereafter at a meeting on December 8, 1971 the Respondent Board approved a maternity leave provision for inclusion in the master agreement and took action to have the "master agreement" reviewed by the Wisconsin Association of School Boards which action is reflected in the following extract from the official minutes of said meeting:

> "Master Contract
>
> The Negotiation Committee presented a working draft of the extended leave time provision of the master contract for completion. After some discussion the appropriate wording of the maternity leave of absence for pregnant teachers was agreed upon. This item completed the master contract agreement. The administrator was requested to present the now completed master contract to the WASB for review."

12. That by letter dated December 27, 1971 the District Administrator on behalf of the Respondent Board proposed that negotiations for the 1972-1973 school year begin on January 5, 1972; that on December 29, 1971 Donald Kohnhurst, President of the Complainant Association, responded by letter which read in relevant part as follows:

> "In reply to your letter dated December 27, 1971, the negotiating committee of the Hartford Education Association has been requested by the membership of the association that we are not to enter into any new negotiations until a master contract is ratified as it has been tentatively agreed to by the board and the HEA Negotiations Committee.

This is not an attempt on the part of the HEA to delay negotiations but it is the decision of the membership to complete negotiations for the year 1971-72, as agreed to by the Board in September, 1971.

The HEA has tentatively ratified the entire contract and is waiting for notification of same from you.

As President of the Hartford Education Association and spokesman for the negotiating committee I personally feel it would be of little value to start negotiations without a Master Contract. I anticipate you already have some changes you wish to negotiate or additions you are planning. Without a Master Contract neither negotiating committees has any basis for additions or changes.

We would be most willing to meet with the Board on January 5, 1972, to finalize last years negotiations. If this is not possible we would like to request that you give us a date when the 1971-72 negotiations can be completed."

13. That on January 13, 1972 the Respondent Board received an evaluation of the "master agreement" from the Wisconsin Association of School Boards which led the Respondent Board to conclude that certain provisions, although not illegal, should be deleted, added to or modified and the Respondent Board drafted a set of proposed deletions, additions and modifications based on that evaluation.

14. That the representatives of the Complainant and Respondent Board did not meet on January 5, 1972 for the purpose of discussing wages, hours and working conditions for the 1972-1973 school year and on February 1, 1972 Kohnhurst requested that a meeting be called for February 3, 1972 for the purpose of finalizing the "master agreement" which letter read in relevant part as follows:

"The Hartford Education Association requests a meeting with the Hartford Board of Education on February 3, 1972, regarding the Master Agreement.

The Hartford Education Association feels that the Board has had sufficient time to review and consult with their attorney regarding the Master Agreement. It has been almost four months since we tentatively agreed to Master Agreement and see no reason for further delay. We are requesting this meeting to finalize the document."

15. That at the request of the Respondent Board, the Complainant's

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B. The Board will, upon request, provide the Association with all public documents which will assist it in developing intelligent, accurate, informed and constructive educational programs.

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NEGOTIATION PROCEDURE

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C. Except as this Agreement shall hereinafter otherwise provide, all wages, hours and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement, as established by the rules, regulations and/or policies of the Board in force on said date, will continue to be so applicable during the term of this Agreement.

. . ."

ADDITION:

"MANAGEMENT RIGHTS CLAUSE

. . .

4. Nothing in this agreement shall limit in any way the district from contracting or subcontracting or shall require a district to continue in existance (sic) any of its present programs in their present form and or location or on any other basis."

MODIFICATIONS:

"PREAMBLE

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D. The Board recognizes the educational expertise of the teachers ~~and views the consideration of educational matters as a mutual concern.~~ and welcomes their views concerning educational matters.

. . .

ASSOCIATION SECURITY

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C. 2. The Association may use school facilities and equipment, including typewriters, mimeographing machines, and other duplicating equipment, calculating machines and audio-visual equipment at mutually agreeable times with the permission of the Administrator. The Association will furnish its own paper and other expendable materials.

The Association will be liable for any damages to equipment or facilities incurred while so used.

3. There will be a bulletin board which may be used by the Association in each school building, which will be in the faculty lounge, for the purpose of displaying notices, circulars, and other ~~such~~ material pertaining to activity of the Association.

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GRIEVANCE PROCEDURE

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3. Any teacher ~~or the W.E.A. Grievance Committee~~ with a personal grievance may initiate a grievance proceeding. If a teacher does not submit a grievance to the principal in writing within 15 (fifteen) school days when a teacher should have known of the act or conduct on which the grievance is based it shall be deemed waived.

. . .

5. Transmit copies of the grievance and offered solutions to the school district administrator who will hold a ~~hearing~~ conference on the grievance within ~~5 (five)~~ 10 (ten) school days. . . .

. . .

7. Within five school days after receipt of the board's recommendation request in writing of the committee that the grievance be submitted to arbitration. If the committee approves the request, within 10 (ten) school days of transmittal or written notice to the Board by the committee, the Board and the committee will agree upon a mutually acceptable arbitrator. If the selected arbitrator cannot serve, within 3 (three) days of such refusal, both parties jointly shall request the W.E.R.C. to submit names of five qualified arbitrators for consideration. If the parties cannot agree upon one name from those listed, by alternate striking of names, the remaining person shall act as arbitrator. The sole function of the Arbitrator should be to determine whether or not the rights of the teacher have been violated contrary to an express provision of the agreement. . . .

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COMPENSATION

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C. FULL-TIME TEACHERS

All currently employed full-time teachers shall be placed on ~~the step of~~ the salary schedule

appropriate to their earned degrees, credits, and experience based on original employment. However, no currently employed teacher shall have a reduction in salary to be placed on schedule. No new teacher shall be hired below the beginning base salary.

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FAIR DISMISSAL POLICY

A. INSTRUCTIONAL POLICY

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3. Formal notice of dismissal or nonrenewal of contract as required by state law. (State law permits the teacher to request a formal hearing with the School Board at this time.)

. . ."

16. That after the Respondent Board's bargaining team had presented its proposed deletions, additions and modifications, the Complainant's bargaining team caucused and advised the Respondent Board's bargaining team that, with the exception of a few minor changes in language that were agreeable, the proposal to make the enumerated deletions, additions and modifications was unacceptable; that, by mutual agreement, the bargaining teams met again on February 16, 1972 and the Respondent Board's bargaining team presented a modified proposal which dropped certain proposed deletions, additions and modifications but that the Complainant's bargaining team indicated that it was unwilling to agree to any of the proposed deletions, additions or modifications other than the minor changes referred to at the February 10, 1972 meeting; that at the conclusion of the February 10, 1972 meeting the Complainant's bargaining team suggested that the parties obtain the services of a mediator and the Respondent Board agreed to jointly request the services of a mediator; that the bargaining teams met with a mediator appointed by the Wisconsin Employment Relations Commission on March 7, 1972 and that throughout said meeting the Complainant's bargaining team refused to modify its position that it would not agree to any of the proposed deletions, additions or modifications other than the minor changes referred to at the February 10, 1972 meeting.

17. That since March 7, 1972 and continuing to date the Respondent Board has refused to approve at an open meeting or take any other necessary action to adopt the "master agreement" negotiated by its bargaining team and the Complainant's bargaining team and ratified by the Complainant's membership on the claim that it has the right to continue to negotiate with regard to its proposed deletions, additions and modifications set out above.

Based on the above and foregoing Findings of Fact, the Examiner makes and enters the following

CONCLUSIONS OF LAW

1. That at the conclusion of the negotiation meeting held on July 7, 1971, the Complainant's bargaining team and the Respondent Board's bargaining team reached agreement on the working conditions

to be contained in the "master agreement" to which the "salary schedule and appendices" were to be attached; that subsequently in October, 1971, the Complainant's bargaining team and the Respondent Board's bargaining team reached agreement on the provisions to be contained in the "salary schedule and appendices" to be attached to the "master agreement"; that said agreements on the contents of the "master agreement" and "salary schedule and appendices" were a tentative collective bargaining agreement subject only to ratification by the Complainant's membership and approval by the Respondent Board at an open meeting held pursuant to the requirements of Section 66.77 of the Wisconsin Statutes.

2. That the Respondent Board by its failure and refusal to conduct an open meeting pursuant to Section 66.77 of the Wisconsin Statutes for the purpose of considering, approving and adopting the collective bargaining agreement reached between the Complainant and its bargaining team and by refusing to take any other necessary steps to have said agreement approved and adopted, has refused, and continues to refuse, to bargain collectively with the Complainant within the meaning of Section 111.70(1)(d) of the Municipal Employment Relations Act and has committed, and is committing, a prohibited practice in violation of Sections 111.70(3)(a)4 and 111.70(3)(a)1 of the Municipal Employment Relations Act.

Upon the basis of the above and foregoing Findings of Fact and Conclusions of Law, the Examiner makes and enters the following

ORDER

IT IS ORDERED that Hartford Union High School District, and the Board of Education of Hartford Union High School District, its officers and agents, shall immediately:

1. Cease and desist from refusing to bargain collectively within the meaning of Section 111.70(1)(d) and Section 111.70(3)(a)4 of the Municipal Employment Relations Act by refusing to conduct an open meeting for the purpose of presenting, approving and adopting the collective bargaining agreement reached with Complainant's bargaining team and approved by its membership or by refusing to take all other necessary steps to have said agreement approved and adopted.

2. Take the following affirmative action which the Examiner finds will effectuate the policies of the Municipal Employment Relations Act.

(a) Pursuant to Section 66.77 of the Wisconsin Statutes, hold an open meeting for the purpose of considering, approving and adopting the collective bargaining agreement reached with the Complainant's bargaining team and approved by its membership.

(b) At said open meeting, the Board's negotiating

shall take action on said recommendations in conformity with its obligations under Section 111.70 of the Wisconsin Statutes.

(c) Notify the Wisconsin Employment Relations Commission within twenty (20) days of the date of this Order as to what action it has taken to comply herewith.

Dated at Madison, Wisconsin, this 1st day of February, 1974.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By George R. Fleischli
George R. Fleischli, Examiner

MEMORANDUM ACCOMPANYING
FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

In its complaint the Complainant alleges that the Respondent Board, by refusing to sign the agreement reached between the respective bargaining teams and insisting that certain modifications, deletions and additions be made to the agreement reached between the bargaining teams, has refused to bargain in good faith in violation of Section 111.70(3)(a)4 and thereby interfered with the rights of the employes represented by the Complainant in violation of Section 111.70(3)(a)1 of the Municipal Employment Relations Act, and asks that the Respondent Board be ordered to execute the collective bargaining agreement reached and cease and desist from engaging in the conduct complained of in the future. In answer to the complaint the Respondents deny that the agreement reached was final and insist that it was subject to further negotiation after they received advice regarding the contents of the agreement from the Wisconsin Association of School Boards. In addition, in their brief, the Respondents contend that inasmuch as Section 111.70(3)(a)4 did not become effective until November 11, 1971, the conduct complained of cannot be construed to be a violation of that section.

While it is true that none of the Respondents' conduct which occurred before November 11, 1971, can constitute a violation of the duty to bargain prior to that date, 1/ it is clear that such conduct is admissible insofar as it provides a basis for finding whether or not agreement was reached on the terms of a collective bargaining agreement which was later repudiated as alleged. In the Examiner's view the evidence clearly demonstrates that the Complainant's bargaining team and the Respondents' bargaining team reached agreement on all of the essential terms and provisions to be contained in the "master agreement" and the "salary schedules and appendices" that were to be attached thereto prior to November 11, 1971. As part of that agreement it was understood that the Respondent Board would later add a provision providing for maternity leave and that provision was added on December 8, 1971 without objection from the Complainant or its representatives. After the agreement had been ratified by the Complainant's membership all that remained to be done was for the Respondent Board to take up the proposed agreement for adoption at an open meeting in accordance with its obligations under Section 66.77 of the Wisconsin Statutes. Instead, on December 8, 1971 it submitted the agreement to the Wisconsin Association of School Boards for review.

The Respondents contend that the Complainant's negotiating team understood from the beginning that the Respondent Board would be seeking advice or "counsel" with regard to the contents of the "master agreement" and any agreements reached would be "tentative" in the sense that they would be subject to later renegotiation depending upon the advice received. While it is true that the Board's bargaining team mentioned the fact that it did intend to consult with "counsel" during the course of negotiations, the evidence will not support a finding that there was an agreement or understanding that the various provisions of the "master agreement" agreed to at the numerous meetings occurring before the July 7, 1971 meeting were subject to the approval

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1/ City of Green Bay, Joint School District No. 1, et.al., (10722-A) 8/72.

or disapproval of any outside "counsel" that the Board might choose to obtain. When, near the end of negotiations, the Board's team stated that it intended to submit the final document to its "attorney" or the "Wisconsin Association of School Boards" it provoked a heated discussion but no agreement as to the possible consequences of such action. There was no agreement, either explicit or implicit that the terms of the collective bargaining agreement reached were subject to the later approval or disapproval of the Wisconsin Association of School Boards which was not a party in the negotiations. 2/

The Respondents place considerable reliance on the frequent use of the expression "tentative agreement" during the negotiations and several witnesses testified as to the meaning which they gave to that expression. While the evidence would seem to indicate that neither side was using the expression with any precision, the evidence does not support the Respondents'contention that it meant that the Respondents were free to renegotiate some of the provisions of the agreement if they later determined that they were undesirable.

The customary meaning which attaches to the use of the expression "tentative agreement" in collective bargaining is that agreement has been reached on a particular item or items which is intended to be binding, provided any necessary, subsequent condition or conditions are met. One frequent if not universal condition is that the Union's membership must ratify the agreement in accordance with its internal procedures. Another condition which obtains in most municipal employment situations is the requirement that the agreement must be adopted after an open meeting held pursuant to Section 66.77 of the Wisconsin Statutes. The parties may, by custom, practice or agreement, attach other less common conditions to the "tentative agreement" reached. 3/ If the evidence here supported a finding that the parties had agreed that any agreement reached was subject to the approval or disapproval of the Respondent's "counsel" or the Wisconsin Association of School Boards the undersigned would be compelled to find that no agreement was reached because that condition was clearly not met. 4/

The Examiner is satisfied that the parties reached agreement which was "tentative" in that it was subject to the customary limitations on collective bargaining in the public sector and consequently the Respondent Board's representatives were under an obligation, consistent with their duty to bargain in good faith, to recommend that

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2/ The testimony of one Board member to the effect that there was such an understanding, based on statements made on a number of occasions, is not credible on the record as a whole. In spite of the fact that said Board member was responsible for maintaining the Board minutes and that many of the meetings were tape recorded the Respondents were unable to produce any evidence in support of this assertion which was contradicted by the testimony of the Complainant's witnesses and unsupported by the testimony of the Respondents' other witnesses.

3/ Morgan Town Glass and Mirror Inc. 177 NLRB No. 16, 71 LRRM 1355 (1969)

4/ This is not to imply that the insistence by one party that the other party agree to such an unusual condition might not constitute a violation of the duty to bargain in good faith.

the Respondent Board approve and adopt the agreement reached. The Commission has previously held this to be the case. 5/ The fact that a majority of the Board of Education was present during the negotiations does not dispense with the Respondent Board's obligations under Section 66.77 of the Wisconsin Statutes to hold an open meeting for the purpose of approving the contract tentatively agreed to. 6/ However, because three members of the Respondent Board participated in the negotiations leading up to the agreement reached and indicated that such agreement was acceptable they could not, without bona fide reason, refuse to vote in favor of adoption of said collective bargaining agreement without violating their duty to bargain in good faith. 7/ If they could do so, the duty to bargain in good faith would become a sham.

For the above and foregoing reasons the Examiner has entered a finding that the Respondent Board's refusal and failure to take up the question of ratification of the collective bargaining agreement reached between the parties' respective bargaining teams is a violation of the Respondents' duty to bargain in good faith and consequently interfers with the rights of the employes represented by the Complainant.

Dated at Madison, Wisconsin, this 1st day of February, 1974.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By George R. Fleischli
George R. Fleischli, Examiner

5/ Joint School District No. 5, City of Whitehall (10812-A and 10812-B), 9/73 and 12/73. The Complainants request that the Respondents be ordered to sign the agreement preceded the decision in that case.

6/ Id. In reconciling the provisions of Section 111.70 with Section 66.77, the Supreme Court in the case of Milwaukee Board of School Directors v. WERC, 42 Wis 2d 637 (1969) indicated that no final action should be taken on terms of a collective bargaining agreement reached between the Union's representatives and the representatives of the Municipal Employer until they are discussed in an open public meeting. Also there was an explicit statement by Van Beckum to that effect in this case.

7/ One Board member's assertion that he personally objected to certain provisions which were agreed to and intended to vote against ratification of any collective bargaining agreement containing those provisions would not constitute a bona fide reason in view of the fact that those intentions were not communicated to the Complainant's bargaining team and his other conduct was inconsistent with that unannounced intention. Had the Complainant's bargaining team been advised that only 2 of the 3 board members would recommend ratification of the proposed agreement and the Complainant's bargaining team accepted such a condition the situation might be different. See Whitehall case (10812-B) 12/73 at p. 8.