

Now let me indicate two caveats, however. First of all, under the common law of the State of Nebraska arbitration has not been acceptable in Nebraska to the courts. Currently, it is not clear that arbitration would be acceptable. Traditionally, with cases beginning around the turn of the century the courts have indicated that arbitration clauses are not enforceable. Modern thinking, however, seems to indicate that there are many, many more policy reasons in favor of allowing arbitration than against arbitration. So the thought is that with the increasing caseloads the courts are burdened with, and with the much more comprehensive and better means of effectuating arbitration agreements we have now with the development of the Uniform Arbitration Act, it really makes sense for states to have that as an alternative. Now, secondly, there has been concern expressed by the Bar Association, the House of Delegates of the Bar Association and other groups around the State of Nebraska that perhaps we are not ready for the whole bill so quickly because, as Senator Beutler has indicated, it is a major and comprehensive step. So what we are recommending to the body, by way of Judiciary Committee amendments, is that the Uniform Arbitration Act be adopted in Nebraska in a limited form, applicable only to a limited number of controversies for at least the initial years. Then in 3 years, or 5 years, or 10 years if the Legislature sees fit to expand it to the full scope of the uniform arbitration agreement as introduced by Senator Beutler, the Legislature will have that option. Now in the Judiciary Committee we adopted an amendment to limit the Uniform Arbitration Act to existing controversies and to collective bargaining agreements, so that if any individuals are engaged in an existing controversy, by mutual agreement they can submit that to arbitration, or in the employee-employer relationships where collective bargaining agreement is negotiated, that can include a clause that, if there are any differences that arise under the collective bargaining agreement, those differences can be resolved through arbitration. Now over the summer we have given thought also to expanding it to include one-third category of cases and that is construction agreements, because members of the construction industry, both contractors and unions, have said that we would like to be included in the initial trial in the State of Nebraska of the efficacy of arbitration concepts. So there is an amendment to the committee amendment that clarifies...that has clarifying language pertaining to collective bargaining agreements and also adds