

1048 HJ INTERIM FILES, CITIZEN DISPUTE CENTER

CITIZEN
DISPUTE
CENTER

Neighborhood Justice Centers

An Analysis of Potential Models

by

Daniel McGillis

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Office of Development, Testing, and Dissemination
National Institute of Law Enforcement
and Criminal Justice
Law Enforcement Assistance Administration
U.S. Department of Justice

Table 2.1
Major Characteristics of the Six Sampled Dispute Processing Projects

FEATURES	CITIES					
	Boston	Columbus	Miami	New York City	Rochester	San Francisco
<i>Project Name</i>	Boston Urban Court Project	Columbus Night Prosecutor Program	Miami Citizen Dispute Settlement Program	Institute for Mediation & Conflict Resolution Dispute Center	Rochester Community Dispute Services Project	Community Board Program
<i>Start-up Date</i>	9/75	11/71	5/76	6/75	7/73	In planning stages
<i>Community Served Name</i>	Dorchester District, Boston, Massachusetts	Franklin County, Ohio	Dade County, Florida	Manhattan and Bronx, New York	Monroe County, New York	Selected Sections of San Francisco
<i>Population</i>	Dorchester: 225,000	County: 833,249 Columbus: 640,025	County: 1,267,792 Miami: 334,858	Manhattan: 1,530,233 Bronx: 1,471,701 Total: 3,010,934	County: 711,917 City of Rochester: 296,233	San Francisco: 715,674
<i>Sponsoring Agency Name</i>	Justice Resource Institute (non profit)	City Attorney's Office, Columbus, Ohio (Contractor: Capital University Law School)	Administrative Office of the Courts	Institute for Mediation & Conflict Resolution (non-profit)	Rochester Regional Office of the American Arbitration Association (non-profit)	Community Board Program (non-profit)
<i>Source of Funds</i>	Law Enforcement Assistance Administration	Originally Law Enforcement Assistance Administration. Now city funded	Law Enforcement Assistance Administration	Law Enforcement Assistance Administration	Law Enforcement Assistance Administration	Foundation Funds
<i>Location</i>	Private storefront near the court	Prosecutor's office	Government building which also houses court & district attorney	Office building in Harlem, not near court	Downtown office building near the court	Likely to have offices in the neighborhoods
<i>Case Criteria</i>						
<i>General Rationale</i>	Generally ongoing relationships among disputants	Generally ongoing relationships among disputants and bad checks	Generally ongoing relationships among disputants	Generally ongoing relationships among disputants	Generally ongoing relationships among disputants	Generally ongoing relationships among disputants

Table 2.1 (continued)
Major Characteristics of the Six Sampled Dispute Processing Projects

FEATURES \ CITIES	Boston	Columbus	Miami	New York City	Rochester	San Francisco	
<i>Case Criteria (continued)</i> Types of Cases	36% family disputes; 20% neighbor; 17% friends; 10% landlord/tenant; 17% miscellaneous	39% interpersonal disputes, 61% bad checks	Statistical data are not currently available. Many assaults, harassments, neighborhood problems, domestic problems	Statistical data are not currently available. Cases include both misdemeanors and felonies	Approximately 2/3 are interpersonal criminal matters, 14% city regulations, 6% bad checks & miscellaneous. May begin to process family court cases	Not Applicable	
<i>Referral Sources</i> Walk-ins	See Other	(to prosecutor)	20% approximately	6%	1975 14%	1976 18%	(likely to be high)
Police	2.2%		20% approximately	42%	-	1%	(likely to be high)
Prosecutor	See Bench	Most cases received through this office	60% approximately		6%	11%	
Clerk	33.4%			62%	66%	70%	
Bench	67.4% (including district attorney)	10-16% approx.			11%		
Community Organizations	See Other				-	-	"Third party" referrals will be encouraged
Other	7%				2%	0%	
<i>Screening/Intake Procedures</i>	Staff member attends morning arraignment sessions; staff also answer calls from bench. Interviews conducted at court or project office	Staff members of district attorney's office & intake staff of project refer disputants to project. Respondents are requested to appear at hearing or face possible charges	Intake staff are located at the project office & interview clients referred to the project from other criminal justice agencies	Cases are received from intake workers at summons court, criminal court, & police desk of district attorney's office	The project intake worker screens and refers cases at the clerk's office. Walk-in cases are screened at the project's office		Currently being developed

Table 2.1 (continued)
Major Characteristics of the Six Sampled Dispute Processing Projects

FEATURES \ CITIES	Boston	Columbus	Miami	New York City	Rochester	San Francisco
<i>Resolution Techniques</i>						
Type	Mediation	Mediation	Mediation	Mediation followed by imposed arbitration if mediation is unsuccessful. Only 6% of cases have required imposed arbitration	Mediation followed by imposed arbitration if necessary. In 1976 40% of cases heard required an imposed arbitration award	Mediation
Enforceability of Resolutions	Court cases continued pending follow-up after mediation	Disputants are informed that case charges will be filed if case is not satisfactorily resolved. Respondents are occasionally placed on prosecutorial probation	Disputants are informed that case charges may be filed if case is not satisfactorily resolved	Arbitration agreements are prepared at the end of all hearings & are enforceable in the civil court	Arbitration agreements are prepared at the end of all hearings & are enforceable in the civil court	Peer pressure
Time Per Hearing	2 hours	30 minutes	30 minutes	2 hours	One hour and 45 minutes	Not Applicable
Availability of Repeat Hearings	Rarely more than two	Rarely used	Very rare	Most cases are completed in 1 session. Small number require two	Rarely used	Not Applicable
Use of Written Resolutions	Yes	Rarely used	Yes	Yes. Resolutions are binding	Yes. Resolutions are binding	Yes (unsigned ones are planned)
<i>Hearing Staff Qualifications and Training</i>						
Type	Diverse group of community members	Law students	Professional mediators	Diverse group of community members	Diverse group of community members	Diverse group of community members
Form of Recruitment	Widespread advertising, group contact	Contacted by staff at Capital University Law School	Through community contacts	Contacts with community groups and agencies	Contacts with organizations	Widespread effort to contact. Community meetings
Number Used Per Session	2-3	1	1	1-3	1	5
Rate of Payment	\$7.50 per night	\$3.75 per hour	\$8-10 per hour	\$10 per session	\$25 per case	Not determined yet (may be same as jurors)

Table 2.1 (continued)
Major Characteristics of the Six Sampled Dispute Processing Projects

FEATURES \ CITIES	Boston	Columbus	Miami	New York City	Rochester	San Francisco
<i>Hearing Staff Qualifications and Training (continued)</i> Training	40 hour training cycles originally conducted by IMCR, and now by local staff	12 hours of training conducted by the Educational and Psychological Development Corporation	Discussions and co-mediation with experienced mediators	60 hours of training conducted by IMCR	40 hours of training conducted by AAA	2 day training cycles are planned
<i>Follow-up Techniques</i> Appeal/Rehearing Availability	Yes, but rare	Rarely used. Disputants can return on new charges	Yes, but rare	Only if both parties agree. Parties can appeal under state law if they feel award was arrived at fraudulently	Yes, if both parties agree	Probably appeal to new board
Follow-up Contacts	Disputants are contacted two weeks after hearing and again three months later	Disputants are contacted 30 days after hearing to see if resolution is being maintained	No. Project plans follow up in summer of 1977	Yes. 30-60 days post hearing to see if resolution is being maintained	Assist in maintaining resolution if contacted. No systematic re-contact	Some follow up planned
Case Preparation for District Attorney/Court	No	Yes. Charging material is prepared and filed if necessary	Court is contacted regarding outcome	No	No	No
<i>Overall Costs and Unit Costs</i> Annual Operating Budget	\$105,268****	\$43,000	\$150,000	\$270,000	\$65,000*	\$187,500
Total Annual Referrals	350	8,429** (1976)	4,149 (1976)	3,433***	663 (1976)	Not Applicable
Cost/Referral	\$300	\$6.69 plus in kind costs	\$36.15	\$78.65	\$98.03	Not Applicable
Total Annual Hearings	283	3,478 (1976)	2,166 (1976)	640***	457 (1976)	Not Applicable
Cost/Hearing	\$372	\$12.38 plus in kind costs, approximately \$50	\$68.25	\$418 (recently \$270)	\$142	Not Applicable

Table 2.1 (continued)
Major Characteristics of the Six Sampled Dispute Processing Projects

FEATURES	CITIES					
	Boston	Columbus	Miami	New York City	Rochester	San Francisco
<i>Goal Achievement</i>						
Total Annual Referrals	350	6,429 interpersonal disputes in 1976; 10,146 bad checks; total = 16,575	4,149 (1976)	3,433 extrapolated from 16-18 months through November, 1976	663 (in 1976)	Not Applicable
Percentage Having Hearing	71%	54% of interpersonal disputes	54%	46% hearing scheduled, 19% held due to clients resolving disputes	60% (in 1976)	Not Applicable
Percentage of Hearings Resulting in Resolutions	89% (i.e., written agreement)	Not Applicable	Project reports 97%	100%: 95% mediated, 5% arbitrated	100% due to arbitration provision. 60% mediated agreement; 40% arbitrated agreement	Not Applicable
Percentage of Failures to Uphold Resolutions	15%	10% (survey of 892 1976 cases)	Not Available	9% according to a follow-up	Unknown	Not Applicable
Percentage of "Resolved" Cases Returning to Court	Unknown	2.2%	Not available	Less than 1%	5% seek enforced agreement	Not Applicable
<i>Project Organization</i>						
Total Number of Project Staff	4	Approximately 1 full-time equivalents	8	10	6	6%
Administrative	Supervisor	Coordinator, Director	Program Director, Administrative Officer	Executive Director, Center Director, Summons Court Supervisor, fiscal officer	Project Director, Coordinator, Tribunal Administrator	Project Director, Program Manager
Intake	2 case coordinators	6 senior clerks, 6 clerks	3 intake counselors	Intake Coordinator, Intake Worker, Police Liaison	Intake Worker (partly by Tribunal Administrator)	2% organizers
Social Service	Case coordinators provide referrals	6 social work graduate students	Social worker	Social worker		

Table 2.1 (continued)
Major Characteristics of the Six Sampled Dispute Processing Projects

FEATURES \ CITIES	Boston	Columbus	Miami	New York City	Rochester	San Francisco
Project Organization (continued)						
Mediation	Approximately 50	Approximately 30	Approximately 20	Approximately 50	Approximately 70	Will train approximately 50
Clerical	Administrative Assistant	None	1 secretary, 1 receptionist	Receptionist, Administrative Assistant	Administrative Assistant, Receptionist	Evaluator
Project Models	IMCR Dispute Center		Columbus Project Rochester Project	Rochester Project, Columbus Project, Jewish Conciliation Boards, Bronx Youth Project	Philadelphia Arbitration As An Alternative Project	Denzig's model of Community moots
Additional Services Provided	Disposition program/victim service component	Problem drinker's group, battered wives' group			Community Group Dispute Resolution, training programs	Community Group Dispute Resolution

NOTES:

- * Total budget is \$126,723, including additional components (community group dispute resolution and community organizational training).
- ** Interpersonal disputes only - bad check cases add an additional 10,106 referrals but involve very little project case processing time.
- *** Extrapolated from aggregated data on initial 18 months of referrals through November 30, 1978.
- **** Based on portion of larger Urban Court Budget attributed to the mediation component; case figures are estimates for the corresponding years (6/77 - 6/78).

Table 2.2
Referral and Hearing Costs and Related Attributes

Site (No. Referrals/ No. Hearings)	Cost Per Referral	Cost Per Hearing	Sponsor	Primary Source of Referrals	Resolution Technique	Hearing Staff	Number Per Session	% Repeat Hearings	Hours Per Session	Follow- up Con- tacts	Hours Mediation Training
Boston (350/283)	\$300.00	\$372.00	Private	Bench	Mediation	Citizen	2-3	16%	2.0	2	40
New York City (3433/649)	79.00	416.00*	Private	Summons Ct.	Arbitration	Citizen	1-3	2%	2.0	1	50
Rochester (663/457)	98.00	142.00	Private	Clerk	Arbitration	Citizen	1		1.75	0	40
Miami (4149/2166)	36.00	69.00	Court	Prosecutor	Mediation	Profes- sionals	1		.5	0	
Columbus** (6429/3478)	6.69	12.36 (20. incl in-kind costs)	Prosecutor	Prosecutor	Mediation	Student	1		.5	1	12

* Based on recent caseload increases, the project projects a reduction in hearing costs to \$270.

** Figures presented are for interpersonal disputes only. The Columbus project also processes many bad check cases, but procedures for these cases are non-mediational.

Table 3.2
Referral Sources by Criminal Charge
(March 1 - May 8, 1977)

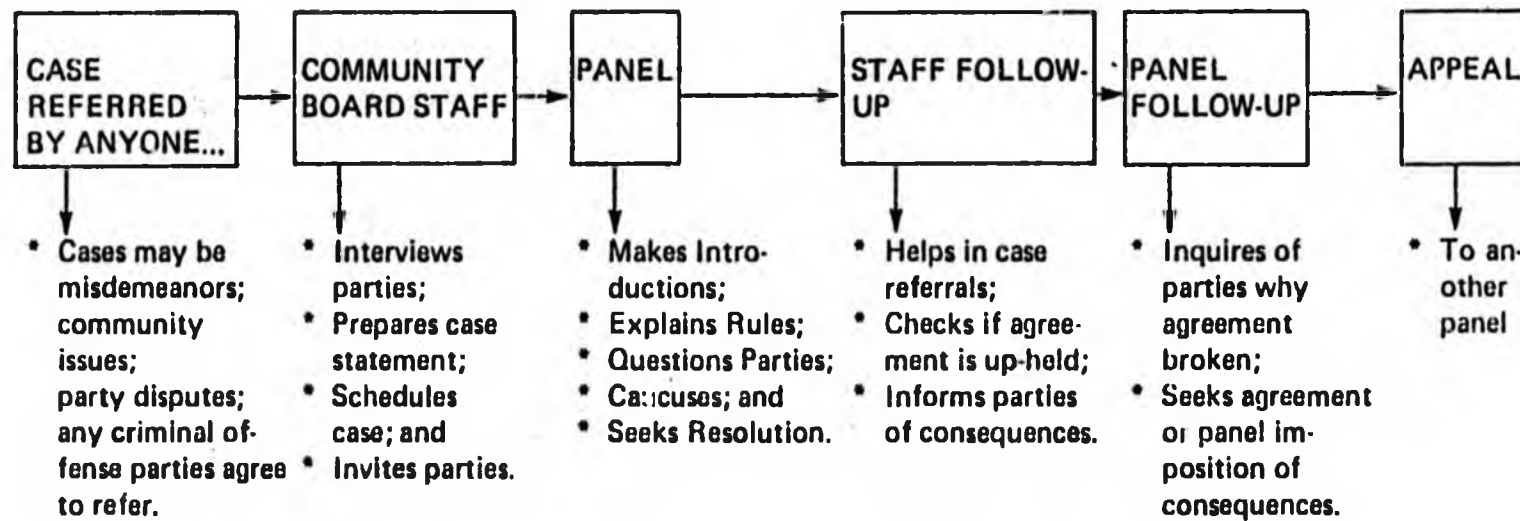
CRIMINAL CHARGES	Bench/DA	Clerk	Other
Assault & Battery	16	7	—
Assault & Battery with a Dangerous Weapon	18	5	—
Mal. Destruction	8	2	—
Threats	10	6	—
Larceny	3	—	1
Trespass	1	—	—
Breaking & Entering	2	—	—
Breach of Contract	2	—	2
Contributing to Del.	2	1	—
Annoying Phone Calls	3	—	—
Runaway	1	—	—
Disturbing the Peace	—	1	—
C.H.I.N.S.	—	—	1
Biting Dog	—	—	1
Harassment	—	—	1
	66	22	6

Table 3.3
Nature of Disputants' Problems in 1975

DISPUTANTS' PROBLEMS	Number of Cases	Percentage of Cases
Harassment	215	50
Assault	70	16
Property Dispute	35	8
Dog or Other Animal	24	6
Bad Check	23	5
Other	22	5
Criminal Mischief	18	4
Contract Problem	18	4
Criminal Trespass	1	< 1
No Information	1	< 1
Total	427	

The project's case criteria have remained quite stable over time, and the distribution of cases received by the project is relatively stable. The project does not have a means for accurately estimating whether the cases selected by the project would have penetrated deeply into the criminal justice system. Clearly many of the matters involve events which are technically chargeable as criminal offenses, but it is not clear what proportion of these cases would have been removed from the system by screening clerks who operate the clerk of court's pre-warrant screening project. This project involves interviews with plaintiffs and defendants prior to the preparation of a warrant, and efforts are made to resolve the cases at the pre-warrant stage by the clerk's office.

Figure 3.1
Visitacion Valley Planning Committee's
Community Board Program Model:



A. The Boston Urban Court Program

Ms. Lois Gehrman
Boston Urban Court Program
560A Washington Street
Dorchester, Massachusetts 02124

B. The Columbus Night Prosecutor Program

Mr. Lawrence Ray
Night Prosecutor Program
City Hall Annex Building
67 N. Front Street, Room 400
Columbus, Ohio 43215

C. The Miami Citizen Dispute Settlement Program

Ms. Linda Hope
Citizen Dispute Settlement Program
1351 N.W. 12th Street
Miami, Florida 33125

D. The New York Institute for Mediation and
Conflict Resolution Dispute Center

Ms. Ann Weisbrod
IMCR Dispute Center
425 W. 144th Street
New York, New York 10031

E. The Rochester American Arbitration Association
Community Dispute Services Project

Mr. Theodore Kantor
Community Dispute Services Project
36 W. Main Street, Suite 410
Rochester, NY 14614

F. The San Francisco Community Board Program

Mr. Raymond Shonholtz
Community Board Program
149 Ninth Street
San Francisco, California 94103

Red report
loaned to
Dorothy Newman
333 - 2489

Leg. role to
give \$, not authority
for Citizen Resolution
Centers -

LEAA \$ only for
areas of 200,000+
and other limitations -

Community Board Program



The Community Board Program

Many San Francisco residents put up with neighborhood problems because there is no real way to solve them. When quick action is needed on minor criminal incidents and community disputes, where can people go? In two San Francisco communities—Bernal Heights and Visitacion Valley/Sunnydale—neighbors are solving such problems through the Community Board Program.

Community Boards is this country's first community based, non-governmental approach to solving neighborhood conflicts. Five-member panels conduct community hearings dealing with vandalism, theft and assaults and noncriminal incidents—howling dogs, cars parked illegally in driveways, consumer complaints, landlord/tenant conflicts—in neighborhoods where the problems occur. Community Board panelists are selected by their neighbors and receive training in solving neighborhood problems. Everyone affected by a case—disputing people, panelists and community members—meets in a neutral forum, tries to understand what happened and why, then suggests ways to resolve the problem. Program staff and the community cooperate to see that resolutions are carried out.

How Community Boards Work:

- A community person—resident, merchant, school teacher, minister or anyone with a neighborhood-related problem—phones the local community Board office and reports what happened. Agencies—for example, the City's juvenile probation and police departments—may also refer people to neighborhoods with Community Board panels. Participation in the Program is voluntary.

- Community Board staff visit those involved, explain how hearings work and encourage them to use the Program. Hearings aren't always necessary. If a problem is brought to a person's or group's attention, they may agree to solve it on their own.

- If people want a hearing, Community Board staff arrange a meeting time and place. Neighborhood residents are welcome to attend the evening sessions. There are four parts to a panel hearing:

(1) Each participant explains the problem from his/her viewpoint.



Visitacion Valley neighbors participate in Community Board hearing.

(2) Panelists and participants clarify problem(s). The panel encourages the parties to discuss with each other the nature of their problem and to take a share of responsibility in it.

(3) The panel helps them discuss possible resolutions. Panelists don't judge guilt or innocence or fix blame.

(4) Participants reach final agreement.

- Resolutions have taken many forms. Here are two examples:

A typical case from Visitacion Valley involved three young boys, ages nine, ten and twelve, who broke into a school and stole several items. At the hearing, the panelists encouraged them to explain why they had broken into the school and to accept responsibility for what they had done. In the course of the discussion with their parents and the school principal, the boys suggested a resolution. They agreed to apologize to the class whose things were stolen and work with the school janitor an hour a day for six weeks to repay the school for the broken window.

Another case involved neighbors on a Bernal Heights street. They complained about a young man next door who enjoyed repairing his family's automobiles on the block. He worked on them late at night and the noise disturbed the residents. The autos also were taking up limited parking spaces on the block and leaking oil. Neighbors would phone police and police would ticket the cars. At the hearing, the man, his family and neighbors explained the reasons for their conflict. The panel helped them decide on a workable agreement. The neighbors, who had never spoken directly to the man or his mother about the problem, agreed to talk to them instead of police in the future. The man agreed to park two of the four autos away from the block and two in front of his house. He also said he would clean the oil slicks, use oil pans on future jobs and not make noisy repairs after 10 p.m. The neighbors said they would watch the cars parked away from the house for vandalism.

- Other resolutions have included service agency referrals (such as family counseling or job

[Please Turn Flap]



Panel training session at Paul Revere School, Bernal Heights.

training programs), verbal apologies, landlord/tenant agreements, community service as repayment for theft or vandalism and agreements about one or both parties' future conduct. Agreements benefit the entire community and attempt to solve problems before they grow worse.

Other Advantages Of Community Boards:

- Community Boards allow neighborhood residents, who are affected by a problem and have the most stake in seeing it resolved, to handle the conflict themselves.

- Panels allow an open exchange among people trying to solve their own problems. Such direct exchanges among parties do not occur in the traditional court system.

- People reluctant to phone police about neighborhood incidents can report them to a community source. They don't have to worry about starting a police record on someone they know.

- Conflicts are dealt with before they become explosive.

The Community Board Program Is Supported By:

- Neighborhood churches, community organizations and block clubs.

- San Francisco law enforcement and legal service agencies.

- Local and national private foundations which exclusively fund the Program.

For Further Information Contact:

The Community Board Program Raymond Shonholtz, Executive Director

Central Office [415] 552-1250
149 Ninth Street
San Francisco, CA 94103

Bernal Heights Office [Se Habla Español]
907 Cortland Avenue [415] 285-4688
San Francisco, CA 94110

Visitacion Valley Office [415] 239-6100
161 Leland Avenue
San Francisco, CA 94134

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Exemplary Criminal Justice Project Reduces Juvenile Recidivism

The Community Arbitration Project (CAP) in Anne Arundel County, Maryland, is one of 29 outstanding criminal justice programs throughout the country that have been designated Exemplary Projects by the Law Enforcement Assistance Administration.

Designed to alleviate the heavy backlog of cases in juvenile court while still impressing upon young offenders the consequences of their behavior, the CAP has had an impressive record. In the first two years of the project, 4233 youths participated. Nearly half of their cases were adjudicated informally; only 8 percent were referred to the State's Attorney. Using an experimental design, recidivism rates for CAP clients were found to be one-third

lower than for a comparable sample of traditionally processed juveniles (9.8% CAP; 14.3% traditional processing).

Young offenders participating in the program receive a hearing in a courtroom setting before an experienced arbitrator and in the presence of their parents and their victim. Juveniles who admit their offense, and thereby choose not to proceed with traditional juvenile intake, may be assigned a prescribed number of hours of community work and/or restitution, counseling or an educational program. If the youth performs satisfactorily for 90 days, the case may be closed.

The Exemplary Projects Program is a systematic method of identifying outstanding criminal justice pro-

grams, verifying their achievements and publicizing them widely. The goal of the program is to encourage widespread use of advanced criminal justice practices.

For the past six years, Abt Associates has been involved in initial screening and validation of projects applying for exemplary status. Criminal justice specialists conduct on-site reviews of applicant projects and document their findings for LEAA. Selection of the 1979 designees will be made by the Exemplary Projects Review Board at its annual August meeting.

Source: Contract for the Exemplary Projects Program with the Law Enforcement Assistance Administration, Dr. Robert Rosenblum, project director.

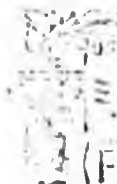
Editor's Note: *Findings* is a monthly publication of Abt Associates Inc. We welcome your comments. For additional information on the research summarized in this issue or copies of the research reports, please contact: Carolyn Stewart, Director of Corporate Communications, Abt Associates Inc., 55 Wheeler Street, Cambridge, Massachusetts 02138, (617) 492-7100.

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Findings

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Citizen Dispute Centers /
Neighborhood Justice Centers

funded by the LEAA

Kansas City, Atlanta, Los Angeles

18 month experiments in above cities

landlord - tenant disputes

family disputes (domestic violence?)

neighbor disputes

small claims

consumer - merchant disputes

assault & battery

Courts ask "what happened?"
Centers ask "what and why?"

Center Organization:

1) governing board

2) staff

3) mediators

4) arbitrators

} trained, volunteers

open weekends & evenings

- inquiries from:
- 1) courts
 - 2) local prosecutors
 - 3) police
 - 4) other agencies (AARP?)
 - 5) conf. informants

LEAA guidelines: (get all)
 economic, social &
 racial class-section
 of the population

started in March 1978
 3 centers had 400 dropouts
 in 1st 2 months

all funds from LEAA?
 state? local level?

you serious?

number of Alaska's cases
 that could be handled here
 Magistrate?
 District Court?
 State Superior?
 State Police?
 Superior Court?

"Night Prosecutor Program"
in Columbus, Ohio

get copy → The Neighborhood Justice Centers:
An Analysis of Potential Models

established in 1971 by the law
school & Columbus city attorney.

LEAA grant 1972

project now part of city's budget

city prosecutor does screening

disputes, bad checks, consumer
complaints

Law students as mediators

Miami (Dade County)

New York City

Los Angeles

Boston (LEAA \$)

Am. Bar Assoc. → Special Committee
on Resolution of Minor Disputes -
headed by Sandy O'Alemberte of Miami

various organizations:

- 1) under supervision of the court
- 2) state attorneys
- 3) local bar associations
- 4) private non-profit

\$:

[\$40,000 - \$130,000 a yr]

- 1) LEAA grants
- 2) Community Employment Training Act [CETA]
- 3) state \$
- 4) local \$
- 5) American Bar Association

the Florida Supreme Court
established a Special Advisory
Committee on Dispute Resolution
Alternatives by Admin. order Jan. 1978
(follow - Ins aided)
includes the judiciary, legislature,
state attorneys, etc.

Anchorage -

Jan. 1977 - at. Judicial Council
LESA grant - how much?

Report distribution?

looked at small claims &

6-19-79
Roger Lewis
LJP

Bruce Botello -
Ray Pruett -

rejected by Court System

Court System - Bush capt.

~~Ray Pruett~~

Susan Miller - Anch.
Magistrate Supervisor

By Michael L. Bridenback,
Kenneth R. Palmer, and
Jack B. Planchard

Citizen Dispute Settlement: The Florida Experience

IN RECENT YEARS state and federal courts have been called on to resolve ever-increasing numbers and types of problems and disputes between individuals, groups, and organizations. This escalation in litigation has resulted in overburdened court systems and intolerable claims on costly and time-consuming procedures and formal adjudicatory mechanisms not necessary to the successful resolution of relatively simple cases. Unfortunately, the response from state court systems has too often been an automatic cry for a greater commitment of the type of resources needed for the handling of more serious criminal and civil cases. The problems peculiar to the filing and resolution of cases more appropriately classified as "minor" have been largely ignored.

The impact of the growing number of minor disputes on the total workload of any state court system is difficult to assess with precision, but it appears to be significant. For example, in 1977, there were approximately 898,000 new case filings (excluding traffic) in Florida state courts. Of this total, 48 per cent were misdemeanor and small claims filings. Misdemeanor cases comprised 74 per cent of the total criminal caseload, and small claims cases represented 42 per cent of all civil cases filed in that year.

While, of course, not all misdemeanor and small claims actions can be categorized as minor in terms of their relative severity, complexity, or financial implications, a sizable percentage (estimated at 75) can be. In addition, although "minor" in terms of the call on scarce judicial resources, these disputes are regarded as extremely important to the involved parties. Florida's experience suggests that these cases often may remain in the system for an inordinate time owing to scheduling problems and backlogs caused by the over-all increases in caseload. And when they finally receive attention, they are dealt with less thoroughly than may be desirable because of limited resources. Often a finding of guilt, innocence, or liability fails to resolve the true problem between disputants and, more specifically, the reasons for the dispute. This is especially true with respect to various small claims actions in which complainants,



Photograph by Herold J. Lambert

even with judgments in their favor, may encounter considerable difficulty in receiving the compensation provided for as a result of the court's disposition.

When there is an ongoing relationship between the disputants (family members, neighbors, landlord and tenant, for example), the problem is likely to reoccur or become even more aggravated if the underlying causes are not dealt with. There is usually little preventive benefit in handling these cases through regular court processes. Because of delays, costs, and uncertainty of results, many disputants may simply choose not to pursue a resolution in the courts at all. The tensions generated by

the dispute grow and can erupt in violent "self-help" or other antisocial conduct.

A more recent and innovative response to this problem has been the development and implementation of citizen dispute settlement programs throughout the country. Many of the pioneer efforts were patterned after the night prosecutor program in Columbus, Ohio, which in turn was based on the use of mediation techniques to resolve disputes arising from minor criminal actions between persons who knew or dealt with one another regularly.

The publication *Neighborhood Justice Centers: An Analysis of Potential Models* describes the Columbus pro-

gram as being operated by the city attorney's office of Columbus, and program services are provided by consultants from the Capital University Law School under contract. The program was established in November, 1971, as a joint effort of the law school and the city attorney. Law Enforcement Assistance Administration block grant funds were received in September, 1972, providing the opportunity to expand. The project is now a part of the city's budget.

tion Association's "4-A" programs were developed along similar lines and have been implemented in New York City, Rochester, and a number of similar metropolitan areas. The Boston Urban Court has also implemented dispute resolution programming.

The mediation component of the Boston program is administered by Justice Resource Institute, a nonprofit organization. The program was established in December of 1975 and is funded by the L.E.A.A. Cases are referred from a number of sources and include a wide range—family and neighborhood disputes, landlord-tenant disputes, and disputes involving friends. Once a case is accepted, a hearing is scheduled within a week of the date the parties agree to submit to mediation. Hearings are held in the storefront offices of the program. A panel of mediators, largely lay community people, hear the case with the sessions typically lasting two hours. The mediators receive training through the Institute for Mediation and Conflict Resolution. Social service referrals are available to both disputants and are offered at various stages of the process.

As the number of minor dispute resolution programs has increased, attention has turned to the manner in which information about the concept should be disseminated. The L.E.A.A. identified the Columbus program as an "exemplary project." A new initiative by the Department of Justice and the L.E.A.A., commenced in 1977, calls for the establishment of neighborhood justice centers on a pilot basis in Atlanta, Kansas City, and Los Angeles. It is the hope of the L.E.A.A. and the Department of Justice that the knowledge gained from the intensive evaluation of these efforts will facilitate the growth of the citizen dispute settlement movement.

At the same time the American Bar Association has established a Special Committee on Resolution of Minor Disputes under its Section of Administrative Law. This committee, which is headed by Sandy D'Alemberte of Miami, is charged with the responsibilities of providing technical assistance and conducting research on the requirements for and the operation of non-litigious alternatives to formal court processing of minor disputes in state court systems.

In spite of the emerging importance and popularity of the citizen dispute settlement concept, however, relatively little attention has been given the re-

The Florida Supreme Court has taken the initiative to expand citizen dispute settlement throughout the state.



gram as being operated by the city attorney's office of Columbus, and program services are provided by consultants from the Capital University Law School under contract. The program was established in November, 1971, as a joint effort of the law school and the city attorney. Law Enforcement Assistance Administration block grant funds were received in September, 1972, providing the opportunity to expand. The project is now a part of the city's budget.

Cases are referred to the project by the screening staff of the prosecutor's office and also are accepted by clerks on the project staff when the prosecutor's office is not open for business. The project processes a wide range of cases, including interpersonal disputes, bad checks, violations of city ordinances, and some consumer complaints. Once a case is accepted, a hearing is scheduled for approximately one week later. Hearings are held in the prosecutor's office in the evening, with law students serving as mediators. The students are trained in mediation techniques and attempt to resolve the disputants' problems through discussion. Disputants are often referred to social service agencies or to graduate student social workers on the staff of the project.

The successful Columbus program and similar projects in other major metropolitan areas, including Miami (Dade County), spawned a lively movement to create alternative dispute resolution mechanisms for civil as well as criminal complaints. The American Arbitra-

quirements for the development and co-ordination of a successful state-wide program. The Florida Supreme Court has broken ground in this regard by identifying those needs. Its formulations are the result of three years of monitoring of the rapid growth of and reliance on citizen dispute settlement projects at the local level in Florida.

As mentioned earlier, one of the pioneer programs evolved in Miami. Because of the success of that program and the widespread interest of Florida's judiciary, a number of programs were established throughout the state. Other fully operational projects now are located in Orange (Orlando), Duval (Jacksonville), Broward (Ft. Lauderdale), Pinellas (St. Petersburg/Clearwater), Polk (Bartow/Lakeland), Alachua (Gainesville), Hillsborough (Tampa), Brevard, and Collier counties. Palm Beach (West Palm Beach), Monroe (Florida Keys), and Volusia (Daytona) counties are in the initial stages of planning and implementation. There are at least six other Florida communities investigating the potential of these programs.

The common goals of these programs are to provide an alternative forum to the courts for citizens to work out meaningful solutions to interpersonal conflicts, to reduce the time necessary for citizens to obtain a hearing and resolution of their complaints, and to reduce substantially the cost of handling these disputes for the litigant and for courts.

In spite of the similarity in their established objectives, however, the programs vary significantly in structural organization and operating procedures. Of the ten programs now operating, four are set up under the supervision of the court, three operate under the auspices of the state attorney's office, two are supported by local bar associations, and one is supported by a private nonprofit corporation.

The funding sources also vary—there are L.E.A.A. grant funds, Community Employment Training Act funds, state or local general revenue, and funds from the American Bar Association. Some of the projects have been funded through a combination of resources, depending on their budgetary requirements.

There also are significant differences in budgetary requirements. For instance, the programs in Brevard and Alachua counties originated in prosecuting attorneys' offices and are sup-

ported through the regular operating budget of those offices. No additional funding was requested. In contrast, the Miami program has a budget of approximately \$100,000 a year obtained from the Metropolitan Dade County government. The other programs vary in fiscal requirements from \$40,000 to \$130,000 a year.

Caseloads range from approximately 400 to in excess of 3,000 a year, depending on local policies dictating the types of cases handled. While most of the programs have concentrated in the criminal area, a few have branched out into civil, domestic, consumer, and juvenile matters. The distribution of caseloads by case type varies from program to program.

And staffing is not uniform. For example, some have volunteer mediators, while others use paid professionals. Some mediators are graduate students or university faculty members with backgrounds in the social sciences or psychology. Others use a cadre of mediators comprised largely of lawyers or lay citizens trained in mediation techniques.

Two programs that exemplify the disparity are those located in Duval (Jacksonville) and Pinellas (St. Petersburg) counties. The Duval program is sponsored by the state attorney's office, while the overseer of the Pinellas program is the circuit's chief judge's office. The state attorney's budget provides funds for the Duval program, along with a \$40,000 supplement from the L.E.A.A. to operate a youth mediator program, while the Pinellas program obtains financial support from L.E.A.A. (\$131,000 a year). The Duval program operates from the state attorney's office, while the L.E.A.A.-funded program is in a branch courthouse as well as the main courthouse.

According to a recent study conducted by the Florida State Courts Administrator, the type and volume of cases handled by these two programs also differ substantially. Duval disposes of 50 to 60 cases a month, of which 83.6 per cent are criminal. The five primary types of disputes dealt with are assault and battery, assault, animal nuisance, criminal mischief, and neighborhood. In contrast, Pinellas handles 150 to 160 disputes monthly, consisting of 72.6 per cent civil cases. The five major types of cases are landlord-tenant, recovery of property or money, neighborhood disputes, assault and battery, and consumer problems.

The primary referral sources also differ in that 98.9 per cent of the Duval cases are referred by the state attorney, while only 17.5 per cent of the Pinellas cases originate from this source. In addition, the disputants involved in the Pinellas program are referred by a wider diversity of sources (law enforcement 23.5 per cent, clerk of court 10 per cent, and city hall 9.3 per cent).

The mediators utilized to settle disputes do not differ substantially in their professional backgrounds and areas of expertise, but those working for the Pinellas program receive \$8 to \$10 an hour for their services, while in the Duval program they are volunteers.

In fact, these variations demonstrate the flexibility of the citizen dispute settlement mechanism as a viable alternative for almost any jurisdiction. As a result, the Florida Supreme Court announced in 1977, as one of its major priorities, the need to investigate and evaluate existing programs in order to determine how and why they are successful and how their continued growth and expansion could be encouraged and supported.

Florida's Judicial Planning Committee, with the support of the staff of the Office of the State Courts Administrator, identified several immediate problems and needs:

- There was a lack of definitive guidelines to assist in the development of programs based on the experience of those that already existed.
- There was a lack of mechanisms for co-ordination and technical assistance to provide support and encouragement for the development of programs.
- There was a need to ensure that new programs be developed in co-operation with, rather than in conflict with, established state-wide procedures.
- There was a need to develop streamlined methods for screening disputes appropriate for citizen dispute settlement programs.
- There was a need to develop improved training for program staff.
- There was a need to provide better information about the citizen dispute settlement concept not only to courts and the criminal justice community but also to the public.
- There was a need, because of limited funding sources, to develop strategies for financing programs and improving their cost effectiveness.

Based on these preliminary findings, the Florida Supreme Court established

a Special Advisory Committee on Dispute Resolution Alternatives by administrative order in January, 1978. That committee now functions under the leadership of Justice Joseph W. Hatchett and includes representatives of the judiciary, the legislature, various state attorneys' offices, local government, and other affected public, consumer, and citizens' groups.

The supreme court also has instituted a state-level project believed to be one of the first of its kind in the country. This project will provide a research, technical assistance, and training mechanism for C.D.S. programs through the Judicial Planning Coordination Unit of the Office of the State Courts Administrator.

The advisory committee plans to address the following:

- **A thorough assessment of the existing programs.**

The assessment will have two major thrusts. The first will involve documentation of the manner in which the individual programs are organized, staffed, operated, and funded. The second thrust will gather data on a large sample of cases handled by the various programs over the last year. The objective will be to document the impact of the programs in terms of the effective disposition of their caseloads.

A unique characteristic of the planned research is that the research methodology will be developed and executed as a co-operative venture between those working at the state and local levels. The study will provide data and information that the staff of the individual programs themselves feel they need to monitor and evaluate their own efforts.

- **The preparation and dissemination of guidelines for the establishment of C.D.S. resources in new jurisdictions.**

This will be one of the primary products of the study. Subjects to be covered by the guidelines will include: (1) the identification of problems and obstacles to program planning and implementation and solutions to them; (2) selection of program objectives; (3) program organization; (4) staffing; (5) workflow or paperflow and the relationship to court and other dispute resolution procedures; (6) operating procedures; (7) referral resources; (8) operating hours; (9) program location and facilities requirements; (10) budgetary requirements, funding alternatives, and application procedures; (11) training requirements and offerings;

and (12) consulting or technical assistance resources.

- **The establishment of the capability to provide direct consultative technical assistance to local dispute resolution programs.**

The primary consulting resources will be individuals in other C.D.S. programs. Additionally, consultants from the American Bar Association, the neighborhood justice center program, and programs in other states may also be relied on.

- **The development and implementation of a comprehensive orientation and training program.**

Orientation and training are two aspects of program administration at the local level that may be well suited to development on a state-wide basis. First, the development of training by program personnel on mediation techniques is often regarded as a lower priority than other local funding requirements. Thus paid mediators are recruited from such fields as social work, the law, and the ministry on the basis of an assumption that they have expertise in handling mediation settings. Lay persons recruited to serve as hearing officers on a voluntary basis may have no such skills. Finally, while training on the techniques employed in the mediation hearing may be too costly for a local program, the subject matter is relatively universal and may be developed state-wide and offered regionally.

Of equal concern is the general lack of knowledge of judges, prosecutors, public defenders, law enforcement officials, and others on the role and function of C.D.S. programs. The committee will meet this need by developing local orientation procedures as well as ensuring the integration of C.D.S. materials into the continuing education programs offered by the various bar and professional associations.

- **The development and pilot testing of alternative public information or education strategies.**

As in the area of orientation and training, it is the committee's view that various public education strategies and materials directed at promoting public awareness of and reliance on C.D.S. programs might be more cost effective if developed state-wide. The subject matter is fairly standard and yet the cost of launching a sound public education effort may be prohibitive for any single program.

- **The assessment of C.D.S. programs compared to other judicial and nonju-**

dicial dispute resolution alternatives.

Finally, the committee will assess the relationship between C.D.S. programs and other types of dispute resolution procedures, including criminal, small claims, juvenile arbitration, and administrative procedures, the latter having recently been provided for by act of the Florida legislature, as well as those associated with domestic relations cases.

The committee will also document methods to ensure that new programs are integrated as smoothly as possible into the local environment.

- **The establishment of the capability to monitor the activities and growth of citizen dispute settlement and related programs on a continuing basis.**

The Dispute Resolution Alternatives Committee, in concert with staffs of local programs, has undertaken an ambitious task. If it succeeds, substantial benefits will be realized by each of the programs in existence as well as those that will be established. The committee's existence and mandate attest to the Florida Supreme Court's commitment that there is a legitimate role for citizen dispute settlement resources at the local level. If operational problems cannot be solved satisfactorily by local projects individually, the state can make a meaningful contribution by filling the void. At the same time, every effort must be made not to centralize control of the local programs because of the need to tailor them to the unique requirements of their individual jurisdictions.

It is expected that through this partnership, citizen dispute settlement programming will continue to develop and grow as a complementary alternative to the more formal judicial and nonjudicial dispute resolution processes available in Florida. It is the hope of the supreme court that Florida, through this initiative, will contribute vital experience and knowledge to the other states. ▲

(Kenneth R. Palmer is the judicial planning administrator in the Florida State Courts Administrator's office. Michael L. Bridenback is a staff associate in that office and is serving as staff director of the Florida Supreme Court's Special Advisory Committee on Dispute Resolution Alternatives. Jack B. Planchard also is a staff associate in the court administrator's office and is associate staff director of the special committee.)

Interim



Neighborhood justice centers: settling out of court

With court dockets jammed, do we need more judges or another, less costly way to resolve minor disputes?

By Pat and Bill Allgood Jr.

ATENANT and landlord in Atlanta were at odds over an amount of rent due. In Los Angeles a mother suspected her nineteen year old son of taking money from her; he thought she was unfair in raising his rent. In Kansas City two neighboring families squared off in a brawl in which a lead pipe, a cue stick, and a rifle were brandished.

These cases were heard and resolved, not in a court but in a Neigh-

borhood Justice Center—an experiment in the three cities to see whether mediation or arbitration can be used to resolve such conflicts. Funded for eighteen months by the US Justice Department's Law Enforcement Assistance Administration (LEAA), the centers hope to learn whether they can help unclog courts, and whether they can handle some problems the courts cannot.

The Kansas City Neighborhood Justice Center dealt with the altercation between neighboring families.

The dispute, which started as a fight between the children and grand-children and grew to involve the adults, had a history of police calls. It was a long-standing argument that included a series of telephone harassments and two attempts at hit and run accidents. Three mediators spent six and a half hours hearing from twelve disputants before an agreement was reached, preventing a possible tragedy and allowing the two groups to co-exist until one of the families was able to move away.

"I would say this is the kind of case a Neighborhood Justice Center is much more effective in handling than a court could ever be. Most people like to get a hearing, even if the results aren't what they expected. They are at least getting someone, a neutral person, to hear them. I think this is what the centers can provide," US Attorney General Griffin Bell says.

Atlanta's first case was the landlord-tenant dispute that ended in a mutual agreement. Although not completely satisfactory to either side, the agreement eased tensions.

The tenant had made some \$800 worth of improvements on his apartment, for which the original landlord had agreed to reduce the monthly rent until the sum had been reimbursed. However, the apartment complex was sold and the new owner did not feel obligated to abide by the agreement. The tenant insisted he was entitled to reduced rent until the entire amount had been paid. The new landlord threatened eviction.

Through mediation the issue was resolved by the landlord agreeing to let the tenant continue to pay the lower rent if the tenant would move out in a specified time, with any balance on the improvement to be returned to the tenant.

"Our experience has shown that we are very effective mediating virtually every kind of dispute that does not involve absolute right or wrong, absolute guilt or innocence," Atlanta's NJC Executive Director Linwood Slayton Jr. says. "As long as there is some room for movement between the parties to settle a conflict, then we think we can mediate it.

"We are effective in disputes involving landlord and tenant, family members, neighbors, small claims, some types of consumer-merchant disputes, and assault and battery.

"We have no time constraints here. However long it takes the disputants to resolve the problems themselves, that's how long we'll mediate."

In most cases there is an ongoing relationship between the disputants, a problem that can be negotiated, and a willingness to mediate the problem. In no instance is there any legal sanction to settle the dispute in this manner. No summons or subpoena—only the power of persuasion—compels anyone to appear.

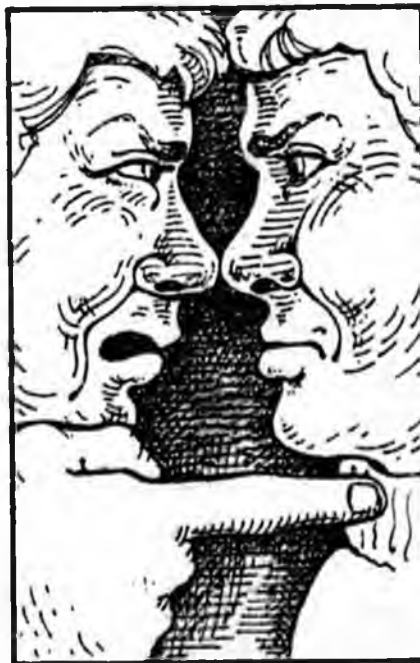
A person with a complaint who comes to a center on his own initiative or is referred by some agency provides a center staff member with the particulars of the dispute. The staff then gets in touch with the other disputant, who is persuaded to come in to mediate the problem.

The mediators are in control. For a few minutes they let the parties vent

their pent-up emotions—something the courts don't allow. With this pressure relieved, the mediators ask questions to clarify the issues and pinpoint areas of agreement and disagreement. Mediators' suggestions may help the parties come to a resolution. If necessary, the mediators will talk separately with the disputants.

"Once we can focus on the problem and get some sort of consensus between the parties as to the reason for the dispute, then we try to see what it is they can do to address the causal factors," Slayton says.

Courts, on the other hand, are concerned only with the issues involved in the immediate dispute. Courts ask only "what" happened. The Neighborhood Justice Centers are also concerned with "why" it happened.



"Mediators are not judges or a jury; they are peacemakers and intermediaries. They don't have the power to force an agreement. They don't have the power to have someone arrested. But they do have the power of persuasion," says Atlanta NJC Deputy Director Edith Primm.

IN AN EFFORT to remove the stigma associated with going to court or being involved with the police, each center is located within the area to be served. The Los Angeles center is in a storefront at a busy intersection near the one high school that serves its community. Atlanta's center is also near a high school in a renovated brick house in a neighborhood shopping district. Kansas City's center is in a bank building within a few blocks of the police station.

The three Neighborhood Justice

Centers are organizational—similar with a governing board, a professional staff, and trained mediators or, in the case of Kansas City, mediator-arbitrators. They are all open evenings and weekends. Ranging from the formal, carefully circumscribed arrangement of Kansas City to the open-ended, informal arrangement of Los Angeles, the three centers receive complaints from a variety of sources. Primarily these are the courts, local prosecutors, police, other agencies, and self-referrals.

A private, nonprofit organization, the Atlanta Neighborhood Justice Center board consists of thirteen concerned citizens—seven from the justice field, four from the legal community, and two from citizens' groups. The Kansas City mayor appointed the twenty-three board members for that city's center, which is under the auspices of the city's community services department. Sponsored by the Los Angeles County Bar Association, the board of directors of the Los Angeles center is a special committee of the bar association composed of people who live in the community the center serves, including local public officials—a police sergeant, a prosecutor, and lower-level deputies.

The Atlanta center's primary target area includes fifteen neighborhoods totaling 70,000 people. The center receives 66 percent of its cases from courts, 16 percent from police and other agencies, and 18 percent from self-referrals.

Kansas City's center receives 85 percent of its caseload from the twenty-three square mile central police patrol district, which serves as its target area. The remaining 15 percent come from other agencies, such as courts, and a few self-referrals.

On the other hand, 80 to 85 percent of the Los Angeles center's cases are self-referrals, and the remaining 15 to 20 percent are from the police department. This center serves the two contiguous districts of Venice and Mar Vista with a population of 90,000.

One of the few LEAA guidelines is that each center's target area contain a representative economic, social, and racial cross-section of the population. The program "is not a poverty program," Atlanta's Slayton emphasizes. "Our service is open to anyone—irrespective of income."

In operation since March 1978, the centers collectively heard more than 400 disputes in their first two months. As parts of an experimental program, they not only provide service to the people who come to them for help, but they also test mediation and arbitration methods for possible use in other cities.

Ultimately, if the pilot program is successful, the US Justice Department intends to encourage the independent development of similar projects by other communities.

"Although this is a demonstration to see what works and doesn't work," Slayton says, "we are also trying to solve the very real problems of people. Our concern, as we see it, is to mediate people's problems and hopefully resolve them. If in doing this we also impact favorably on court caseloads, then we are that much to the good."

Maurice Macey, executive director of the Kansas City NJC, says, "One of our goals certainly is to provide the Kansas City police department with an alternative to dealing with certain kinds of cases that come to its attention, particularly domestic



disputes that are traditionally handled in a certain manner or not handled at all. We believe we can give individuals an opportunity to address the problems that they might be facing in domestic situations in an arena that will afford them a chance for a solution."

"Our goal in Venice-Mar Vista is to test the limits of how much of this kind of thing can be done on a community basis," says Los Angeles NJC Executive Director Joel Edelman. "Although we are working quite closely with the formal justice system, we are not attempting to be any kind of diversionary program. Our prime goal is not to relieve the caseload of the system. What we are trying to see is what kind of people with what kind of disputes come in voluntarily.

"We have been surprised at the complexity and the significance of a lot of the disputes that have come to

us. A lot of people, for whatever reason, are really turned off by the formal judicial system, and when given an alternative for rather complex, very personal matters, they prefer to come in, talk about it, and get it settled with the help of a third person."

WHILE CONSIDERED by some to be a pet project of Attorney General Bell, the NJC concept has much support from the American Bar Association and is an idea for which Chief Justice Warren Burger has crusaded. This high-level concern stems from the increasing awareness that the traditional judicial process with its adversarial role is in many instances too costly and too time consuming, and the "winner vs. loser" results are often detrimental to continuing relationships.

The chief justice recently said, "We should get away from the idea that a court is the only place in which to settle disputes."

Americans rely on the formal courts for disputes and an estimated ten million new civil cases are initiated each year in the US. Assistant Attorney General Daniel Meador says, "In some cities the situation is getting so bad that unless something drastic is done to relieve the crowding, they may face the same problem as Los Angeles, where after June 1978 they didn't know when they'd hear another civil case because there are so many criminal cases that take priority."

There are significant delays in the processing of both civil and criminal cases in the courts. For example, it takes approximately two years to process personal-injury cases in most parts of the US, and in some major cities it takes four years.

Since 1970 the number of civil cases filed in federal courts has increased 50 percent, and those cases still pending have risen 63 percent. In 1977 there were 386 civil cases per federal judge, compared to 232 in 1970. This increase has occurred even with an increased number of judges.

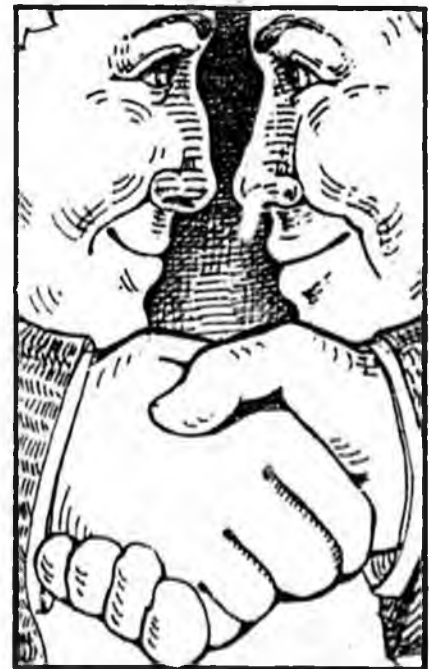
Macey points to the high case level per judge in the Kansas City Municipal Court as being one of the reasons that Missouri city was selected for a Neighborhood Justice Center.

When America was basically rural and the local community was essentially an extended family group, these minor disputes were traditionally handled through non-judicial avenues such as the justice of the peace, the school, the church, local leaders, town elders, and the policeman on the beat. Attorney General Bell, his father once a justice of the peace in a small Georgia town, notes that "the influence of these groups

upon dispute resolution is fading from the American scene. Many of the problems they dealt with remain, however, and are left without effective forums through which their resolution may be sought."

"When a party has the choice of arbitration or adjudication, the most relevant factor in the decision is the relationship of the disputing parties. Where there has been a significant past relationship or anticipation of a continuing future relationship, arbitration is more likely to be selected," reports a study by A. Sarat and J. Grossman. "Response by former disputants indicated that in four times as many arbitrated cases as adjudicated cases it was easier for the parties to get along with each other in the future."

Not all mediated conflicts end in



resolution; some disputes will still end up in court. But as Edelman points out, the Neighborhood Justice Center's success isn't measured in statistics but by the resolution of individuals' problems and their reactions to the process.

For example, Los Angeles mediated the dispute between Mrs. S. and her nineteen year old son, Bob.

Mrs. S. discovered \$60 missing, and she asked her son if he had taken it. Bob, who had been paying his mother \$100 rent, denied taking the money and refused to pay a \$30 per month rent increase.

After hours of mediation, an agreement was reached and both mother and son requested referral to a family counseling service.

Mrs. S. was so pleased with the agreement that she asked a friend to execute a sculpture and donate it to the Los Angeles center. (X)

Michael Rubenstein -

- 1) A.D. Dispute Centers
 - 2) Plea Bargaining Study
 - 3) Advisory Comm. on Sentencing
 - 4) advice on questionnaire
 - 5) crimes → arrests → trial → ~~convicted~~ → S. acquittals
-

George Nickelau - Int. Med. & Con. R.

video tape

Jeff Jefferson - wants to know what leg. is doing

(212) 628-1010

Pam R.

344-7449

Mike needs copy
of jail pop.
w/ break down
of characteristics

By Moy. & Assoc.

(Citizen)
Neighborhood Dispute Centers

- 1) contact Jeff Jefferson - video
- 2) Consumer Protection
- 3) Small Claims Court
- 4) Battered Women's Shelters
- 5) Commission on Women
- 6) Police - local and Troopers
- 7) Criminal Justice Center
- 8) Gov's Commission on Justice - Av Gross
Susan Knighton
- 9) Judicial Council - Michael Rubenstein
- 10) Alaska Legal Services - Don Clockson

The National Center
for
Dispute Settlement



PUBLIC SECTOR EDUCATION

AMERICAN
ARBITRATION
ASSOCIATION

GAME PROCEDURE

1212-1214 Sixteenth St., N.W.
Washington, D. C. 20036
(202) 638-4370
(202) 628-1345

You are a member of either the Union or Company negotiating team. As a team, you will decide on how to divide the different roles among yourselves. Your individual role in the game is described in your role profile which is contained in the attached Data and Information Bank. This Bank constitutes the basic materials for this game. It consists of the following:

Rapids Junction Scenario	(Same for both sides)
Bargaining Issues	(Same for both sides)
Data File	(Same for both sides)
Company Profile	(Only for Company team)
Union Profile	(Only for Union team)

During the game, you will bargain on only five issues--wages, union security, vacations, seniority and contract length. The Union will make its demands on these issues known at the first negotiating session.

The negotiations will be preceded by this briefing session. One of its purposes is to enable you to clear up any uncertainties and to have your questions answered. There are some questions which may not be fully answered by the instructor because the answers might reveal too much information. If this should occur, the instructor will tell you so.

Following this briefing session, each side will retire to a caucus room where it will meet to plan and prepare for the negotiations. Each team will carefully read the Data and Information Bank and prepare its positions. As each team retires to its own caucus, it will be given a Planning Form by the instructor. As each team engages in its planning, it will also complete the various sections of the form. When each team is finished with its first caucus, it will also have completed the Planning Form, which will then be handed in to the instructor.

After completing the first caucus, the instructor will meet separately with each team to review the Planning Form. This will complete the planning preliminaries and the parties will be prepared to initiate negotiations on the following day.

The initial negotiations begin at once in the morning and continue all day, if necessary. These are the first collective bargaining negotiations between the parties and they are considered of major importance to the community, because either a strike or a settlement unfavorable to the company would have serious economic consequences to the community. This is publicly acknowledged.

The negotiations will take place in the local hotel. The Union will start by introducing its team members and very briefly state its general bargaining orientation. The Company will do likewise. Each introduction should not exceed five minutes. Then the union will submit its proposed demands and the supporting rationale. The

Company will make any response it deem appropriate, or may recess at once if it chooses to do so. The content and manner of the response are wide open.

The negotiations will continue all day. The parties can recess or caucus whenever either side desires. They can meet together in full teams or seek to isolate members of the other team in order to establish lines of communication, obtain information or explore settlement possibilities. The instructor may introduce information to either or both sides not inconsistent with the Data and Information Bank which may affect the negotiations. There are no limitations in strategies, tactics or settlements, as long as they can be supported by the bank and are not inconsistent with available data and information.

The State in which Rapids Junction is located has a labor relations law which provides for impasse resolution procedures identical to those covered in sections 16 and 17 of EO 11491. The mediation services is called the State Mediation and Conciliation Service(SMCS) and the Impasse Board is called the State Service Impasses Board(SSIB). Both are utilized by public and private employers. The instructor will act as mediator and SSIB as appropriate throughout the game and in accordance with the provisions of Section 16 and 17 and the procedures established by the agencies named therein.

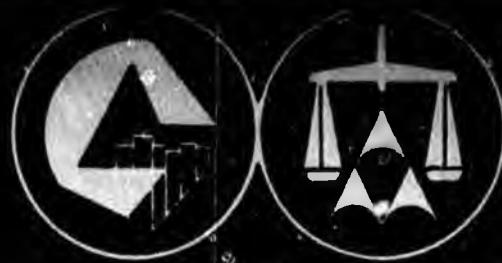
During the recesses or caucuses, either or both teams may want to review the objectives, assessments and strategies as these were initially developed on the Planning Form during the first caucus.

Each team is free to do so. The team should obtain its initial Planning Form from the instructor, but modifications must be made on a supplemental Planning Form which will be attached to the original Planning Form.

If it seems that agreement is impossible during the negotiations or by the end of the negotiating day, issues in dispute or the total package may be submitted for impasse resolution. Acting as the SSIB, the instructor will consider the submission in accordance with the requirements of Section 17 and the procedures established thereunder.

However, the primary objectives of negotiations is to use the collective bargaining process as a method for resolving differences and solving problems. The bargaining table is the meeting ground at which that become possible.

When negotiations are terminated, the teams will meet together for an evaluation. The outcome of the negotiations and the Planning Form, with whatever modifications were made, will be the bases for this evaluation.



FOR THE COMPANY TEAM

1212-1214 Sixteenth St., N.W.
Washington, D. C. 20036
(202) 638-4370
(202) 628-1545

MANAGEMENT PROFILE INFORMATION

A. WAGES

You are aware that the Union membership has voted for a fifty cent across the board wage hike. You feel such a wage hike is out of the question in light of the intense competition in the plastics industry. As it is now, you submit bids for most of the jobs you get and the lowest cost bidder is selected. I think a twenty cent increase would be reasonable. As it is, this would cost the Company almost \$50,000 annually and would cut deeply into the profit situation. However, sales are expected to increase 20% next year as a result of high economic activity in the nation and you could afford a thirty to forty cent wage increase if you really had to.

B. VACATIONS

The membership is demanding two weeks vacation for everyone and three weeks vacation for workers who have been in the Company over five years. This would cost the Company about \$16,000 and you are hardly about to agree to it. Your main concern is to keep the total cost of the monetary package (wages plus vacations) at a minimum level.

C. SECURITY

You are absolutely adamant on the union security issue - under no conditions will you allow a union shop. You feel you are being fair just in dealing with the Union but to insist that everyone who works for you join the Union is something you will not tolerate.

D. SENIORITY

The membership is demanding plant-wide seniority but you would like to see no seniority provisions established at all. At the most, departmental or job wide. You would have to come out fairly well on the other issues before you would agree to any plant-wide seniority scheme.

E. CONTRACT LENGTH

The longer the duration of contract, the longer the time until you have to negotiate with the Union again. However, the duration of contract acceptable to you will depend on how well you do on the other issues.

In general, the company team should push hard on the anxieties that exist concerning the possible relocations of some plants, and the costliness to workers of the 93 day sugar strike.

The union's demands are listed in the Rapids Junction scenario and it can be expected that their initial presentation in Negotiating Session I will follow that outline fairly closely. Therefore, the management team will have to be ready with your response to the Union position during the

first negotiating session in the game. It should have decided which alternative on each issue you are planning to present, and have prepared the justification for this alternative. Naturally, the Company is not obligated to have a position on each issue during this session, and it can state that it is still considering any particular issue.

It will be to the Company's advantage to appear very sincere during the bargaining session and to look as though it is really making an effort to come to a reasonable, if not hard, agreement. Therefore, you will probably want to talk last in each session about those issues where you are making the greatest concession. You want to give the impression to the Union during the next caucus session that you are giving in as much to Union demands as possible.

The lawyer is the team spokesman and will be doing most of the bargaining for the Management team. However, the Lawyer, who has a reputation as a tough bargainer, might be overruled by the President during a critical discussion, thus giving the appearance to the Union team that the management of the company is really trying to satisfy Union demands even when Company cost figures would seem to indicate a tougher position. For example, if the Lawyer says that the Company can afford only a small improvement in vacation benefits, the President might then interrupt the discussion and say that he feels the men have worked hard and deserve a better vacation improvement. The Union team would then tend to think that they were getting a real concession from the Company. Such moves must be planned carefully during the caucus session to make sure that they work smoothly during the negotiating sessions.

The overall Company approach is to let the Union know in no uncertain terms that it will be forced to relocate your plant if the settlement is too costly. On the other hand, the President and Lawyer-Accountant

are very unwilling to leave Rapids Junction.

There may be differences within the Union team as to which issue has first priority, with the President of AWA Local 0001 probably more concerned with wages and vacation. The Staff representative, it appears to you, may be concerned with getting a first contract, and he might settle for a good package deal. The Chief Shop Steward is very concerned about grievances such as those described as recent problems in the shop, since he was himself involved in one of these problems. He will be looking at the issues from the problems point of view.

There are also indications that a dissident group within the shop may be encouraging another union to mount a raid and seek to replace Local 0001, Lastik Plastik Unit, as the bargaining agent.

TEAM SPOKESMAN

COMPANY LAWYER-ACCOUNTANT R. A. ARTWORTH

You are a lawyer and have been with the company for twelve years. Your task is to help the company come up with a reasonable collective bargaining agreement.

You feel most confident with respect to those issues having to do with the monetary effect of agreements on the profits of the company. You have at your disposal industrial, area and national data which you intend to use as a base for your views on the outcome of the bargaining issues. You know that a wage increase, plus a costly fringe benefit package could cause the company to fold. Therefore, you must look at the impact of these issues on the future of the company.

There are other areas in which you will be called upon for advice, but in these you are generally inclined to agree with the company owner. You feel, as he does, that the company should control the company, and the Union should only be concerned with the welfare of its members and not with the overall management of the firm. You accept the fact that the Union has a right to present itself as a voice for the workers, and you are reasonably sure that through cool-handed, but firm negotiating, the Union can be limited to this action.

You have developed a reputation over the years with other companies of forcing the Union to fight for everything that it gets. You never give away any concession and bargain very hard to save as much money for the company as you can.

COMPANY OWNER J. B. SWOPE

You are the owner of Lastik Plastik, Inc. Your company has grown only through hard work and drive. You have increased its sales and profitability by these same efforts. You believe that you have always rewarded your employees as generously as you could afford. Therefore, you feel that the leaders of the union are ungrateful employees who have been misled by outside agitators.

Nevertheless, you have accepted the fact that you will have to deal with the Union and you intend to deal with it with a firm hand. You feel that Union security is the most important issue as far as the company is concerned and you might move the company to another state rather than give a union shop. You also feel that a very costly settlement in wages and fringe benefits would mean death for the company. Although you might agree to something like that just to keep in business in the short run, an unfavorable agreement would most likely result in your moving the company to another state. You would rather have no Union at all but do intend to try and negotiate in good faith.

You are aware that your lawyer is closely concerned with the monetary effect of wages and fringe benefits on company profits. You feel secure in the fact that he is a competent staff member who can cost the various monetary packages which will come up in negotiations. You feel he can forecast accurately how they will affect company profits.

You are willing to negotiate all the issues which are being presented in the contract package but you do not intend to let the Union grow into a mighty machine which will control your company.

PRODUCTION MANAGER BART TRAB

You are the Lastik Plastik Production Manager and have held that position for eleven years. Your job in the past has been to hire, fire, assign, reassign, promote and recommend for wage increases those who you have felt were worthy. These responsibilities have sometime been trying, but you have always tried to deal with your work force fairly, regarding those men who show initiative with wage increases and other benefits. This system has allowed you to weed out the good workers from the bad.

Your motto has been, "If you want a job, look someplace else. But if you want to work, come and see me." You feel a new seniority system is undesirable in that it would limit your authority, and make your job more difficult. Since you have not had a dying need for it in the past, you don't see any advantage in establishing one now. You don't understand all of what the Union is after, but in order to produce the amount of work which the firm must produce, you must have control over your crew. This is your major concern and interest. You intend to do all in your power not to lose this control or have it split, divided and/or shared with the Union. Also, you dislike the Director of Personnel for what you consider a "bleeding heart" concern for the workers.

DIRECTOR OF PERSONNEL

J. C. HITOWER

You have been with Lastik Plastik for only two years. During this time, you have tried to get the company to follow good human relations policies. Some of management's actions regarding recent problems in the shop make you believe that your concept of good human relations hasn't taken with the supervisors. You have tried to soften some of the company actions, but the experiences described in the Employee Grievance File suggest your lack of success.

You view the coming of the union as a potential good. It's just possible that with the union around, your supervisors will be forced to practice good human relations. You feel that a long term contract will help stabilize relations between the Company and the Union and give you a better chance to improve human relations. You also feel that workers deserve a vastly improved vacation plan, and you tend to be pragmatic about union security and seniority, which you feel are not cost items.

You know that Bart does not like you because he thinks you are a "bleeding heart". He does not go for this "human relations" bit, even though you have over and over again explained its positive effect on production and have demonstrated a cost consciousness.

The National Center
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PUBLIC SECTOR EDUCATION

AMERICAN
ARBITRATION
ASSOCIATION

Collective Bargaining Problem

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INTRODUCTION

This game is designed to allow participants to experience some of the dynamics of collective bargaining negotiations. For some, it will be their first exposure to such an experience; for others who have previously engaged in collective bargaining, this game will provide an opportunity to sharpen their skills by engaging in a simulated negotiations exercise. For all participants, it will enable them to assess and evaluate their capabilities, identify their own strengths and weaknesses, and critically examine their roles and functions in the negotiation of collective bargaining agreements. The game is not designed with a skill development objective, although this will probably be one of its outcomes.

This game is a simulation. As such, it re-creates the real-life world of contract negotiations. However, the constraints of time and the fixed educational and training objectives of the game have a precedence over all other considerations. Accordingly, some accommodations have been made with reality. Hopefully, these have not materially affected the simulation.

The game must necessarily telescope the negotiations procedure into a relatively short simulation time. Consequently, it can not encompass a complete contract package. Therefore, the game considers only five issues -- wages, union security, vacations, seniority, and length of contract.

The subject matter is not limited to public sector bargaining. First, the game is more concerned with the relevance of the preparation for and the conduct of negotiations than it is with what is being negotiated. Second, there is substantial advantage to negotiating issues which may not be within the scope of bargaining. Full attention can be focused on the attitudes and skills necessary for preparing for and conducting negotiations, rather than on the skills required to limit the scope of negotiations.

The game has at least these educational objectives:

1. exposing participants to the negotiations process and providing an orientation to and appreciation of its dynamics
2. providing participants with an understanding of the skills required for preparing and conducting negotiations
3. developing an understanding of the use of mediation as part of the negotiations process
4. exposing participants to the utilization of impasse resolution procedures, if necessary

DATA AND INFORMATION BANK

CONTENTS:

1. Rapids Junction Scenario
2. Bargaining Issues
3. Data File
4. Union or Company Profile

RAPIDS JUNCTION SCENARIO

The Lastik Plastik Company is located in Rapids Junction, a small midwestern city with a population of 18,629.

Rapids Junction is a light industry town with nine factories. These factories are:

<u>Company</u>	<u>Product</u>	<u>No. of Employees</u>
1. The Nice Mfg. Co.	Writing Paper	350
2. The Miller City Press, Inc.	Printing	462
3. The Blue Wire Mfg. Co.	Plastic Wire	200
4. The Glazier Glass Co.	Window glass	225
5. The Campsite Furniture Co.	Outdoor Camping Equipment	185
6. Lastik Plastik Co.	Plastics	104
7. The Rosen River Mfg. Co.	Stamp Pads and Ink	550
8. The Green Sugar Co.	Confectionary Products	1050
9. The Black and White Lye Co.	Marking Dies	125

Rapids Junction has four banks: First National, Second National, Fifth Federal and the Nickes Savings Bank.

There are four unions in Rapids Junction, the Paper Makers Union, the Carpenters, the Sugar Workers, and the recently organized AWA Unit at Lastik Plastik. This unit is a part of local 0001 covering a number of bargaining units in several towns. Until recently, unions have made little progress in the other companies in the area. The only strike of major importance was the Great Strike in 1969 which cost Green Sugar a still undisclosed large amount, and was expensive to the employees. The main issue of disagreement in the strike was a favorable monetary package, including fringe benefits, and wage hikes. The Great Strike lasted 93 days receiving a great deal of publicity with constant television and newspaper coverage. The issues were finally

resolved and all has gone well since.

At the present time, Rapids Junction's inhabitants tend to sympathize with labor's demands for a bigger share of recent business prosperity. However, there is still some apprehension in the town left over from the 1969 strike. Treatment of scabs during that strike was sometimes violent, and the townspeople still remember these incidents as being particularly unpleasant. Also, some of these nine companies have shown displeasure with recent property taxes and with the failure of the City Fathers to enact a municipal improvement bond and have threatened to locate elsewhere.

Lastik Plastik opened twelve years ago. Only a few of its employees have been with the company since its beginning. One of these is the company lawyer who has been with the company for twelve years. The production manager has been with the company for eleven years. Less than half of the production employees have been with the company five years or more.

In October of last year, several employees of Lastik Plastik contacted the President of AWA Local 0001, with respect to unionizing Lastik Plastik. Their basic gripe was low wages, but they also felt that bringing in a union would probably help the employees to obtain better working conditions. Local 0001 helped these employees organize the factory, and eleven months ago the local was certified as the collective bargaining agent. Recently, a union election was held in which the current Chairman of the Lastik Plastik unit of AWA Local 0001 was elected to office. The company and union teams are just now sitting

down to begin negotiations amid indications that another union may be seeking to have another representation election when the contract ban restriction is lifted. This could occur at the end of the ensuing month if no agreement is reached.

The Union demands were acted upon at a recent meeting of the Unit.

Among these demands are:

1. A wage increase of 50¢ per hour across the board for one year.
2. Increased vacations for all employees.
3. Union shop.
4. Plant-wide seniority.
5. A one-year contract.

It is understood by both sides that these five issues must be settled before the other union contract demands can be discussed. These other demands are generally concerned with procedural matters and it is expected that they will be settled with little difficulty if these five issues can be disposed of. There is no union contract demand concerning retirement or health and medical benefits because the company has an outstanding retirement and health program. Although in many other respects the company might be considered authoritarian and pennypinching, it has had a history of concern for community health. Lastik Plastik has been a major supporter of the Community Chest and the President of the Company has been chairman of the Rapids Junction Community Hospital since its opening ten years ago.

The bargaining teams for each side are given below:

Union Team

President, AWA Local 0001 and
Team spokesman - Bud Pardons

Company Team

President - J. B. Swope

Union Team (cont.)

Chairman, Lastik Plastik Unit -
C. B. Halloway

Staff Representative (full time
representative from the Inter-
national Union) - L. M. Steinway

Chief Shop Steward - Wilbur Rosen

Company Team (cont.)

Lawyer and team spokesman -
R. A. Artworth

Production Manager - Bart Trab

Personnel Director - J. C.
Hitower

LABOR MARKET SITUATION IN RAPIDS JUNCTION

The current labor market situation in Rapids Junction would not be favorable in a strike situation either to the Company or the Union. Although the unemployment rate is low -- about 3% -- there are not many job openings in the area and the supply of available workers is just about equal to the demand. Also, there are anxieties about possible plant relocations. Lastik Plastik management would have difficulty hiring other workers from the area and Lastik Plastik employees would have difficulty finding other jobs.

BARGAINING ISSUES AND ALTERNATIVES

1. Wages

The Union is demanding an across-the-board 50¢ per hour wage increase. There are no constraints in either the amount of wage settlement or its application during the life of the contract. Cost of living adjustments, if any, can be provided for additionally if the parties so agree

2. Union Security

The Union is demanding a Union shop. The alternatives can be any one or combination of the following:

A. Union Shop

All employees become members of the Union within ninety days of employment.

B. Agency Shop

All employees who do not join the Union are required to pay a fee to the Union equal to membership dues.

C. Modified Union Shop

Employees hired on or after the effective date of this agreement become members of the Union for the duration of this contract. Present employees not in the Union are not required to join.

D. Maintenance of Membership

All employees who join the Union are required to remain in the the Union for the duration of this contract.

E. Checkoff

The Company will deduct dues from each Union member who signs a dues authorization form and will turn this money over to the Union.

F. Open Shop

No union security provisions.

The parties can make any arrangement on applying this provision to which they can agree. At present, the Company operates an open shop.

3. Vacations

The Union is seeking vacation schedule A) and the Company is providing vacation schedule F). These and other alternatives follow. The parties can agree on any of these or on any other alternatives. It is suggested that the given alternatives are sufficiently all-inclusive and that the parties need not structure another alternative. However, it might be necessary to do so in order to reach agreement, and the parties are free to go in that direction.

A.

1. Six month eligibility
2. Scheduling by seniority
3. Pay rate of average weekly wage over last 12 months
4. Vacation Length of Service
 - 1 week 6 months
 - 2 weeks 1 year
 - 3 weeks 5 years
 - 4 weeks 10 years

B.

1. One year eligibility
2. Scheduling by seniority
3. Pay rate of average weekly wage over last 12 months
4. Vacation Length of Service
 - 1 week -----
 - 2 weeks 1 year
 - 3 weeks 5 years
 - 4 weeks 10 years

C.

1. One year eligibility
2. Scheduling by seniority with company approval
3. Pay rate of average weekly wage over last 12 months
4. Vacation Length of Service
 - 1 week 1 year
 - 2 weeks 3 years
 - 3 weeks 10 years
 - 4 weeks 15 years

D.

1. One year eligibility
2. Scheduling by seniority with company approval
3. Regular rate of pay for 40 hour week
4. Vacation Length of Service
 - 1 week 1 year
 - 2 weeks 5 years
 - 3 weeks 10 years
 - 4 weeks 25 years

E.

1. One year eligibility
2. Scheduling by company to employee satisfaction where possible
3. Regular rate of pay for 40 hour week
4. Vacation Length of Service
 - 1 week 1 year
 - 2 weeks 5 years
 - 3 weeks 15 years
 - 4 weeks 25 years

F.

1. One year eligibility
2. Scheduling by company
3. Regular rate of pay for 40 hour week
4. Vacation Length of Service
 - 1 week 1 year
 - 2 weeks 10 years
 - 3 weeks 25 years
 - 4 weeks -----

4. Seniority

The Union is seeking combination seniority. The Company has no seniority provisions. These and other alternatives follow. The parties can agree on any of these or on any other alternative. It is suggested that the given alternatives are sufficiently all inclusive, and that the parties need not structure another alternative. However, it may be necessary to do so in order to reach agreement, and the parties are free to go in that direction.

A. Combination seniority

The employee whose job is eliminated has the option of replacing the junior man in his department, the junior man in his occupation, or the junior man plant-wide, provided he can do the job. This system of seniority will serve to protect the wage level of a senior man on a layoff.

B. Plantwide by length of service

An employee who is laid off shall replace the junior man plant-wide, provided he can do the job (this junior man will frequently be in the lowest wage scale).

C. Plantwide by length of service and qualifications

An employee who is laid off shall replace the junior man plant-wide provided that the senior man has equal skill and ability.

D. Departmental seniority

Seniority shall be determined by the employee's length of service within his department. In practice, a layoff within a department will release the junior man in that department first.

E. Occupation-wide seniority

Seniority shall be determined by the employee's length of service within his occupation classification. In practice, a layoff within a occupation category will release the junior man in that occupation first.

F. No seniority provisions

Promotion, job openings, transfers, recall and layoff shall be based on the employee's qualifications to do the job.

5. Contract Length

The Union is seeking a one year contract. The Company would prefer a three year contract with any wage increase fixed for the duration. Some alternatives follow, any one or combination of which may be agreed to by the parties.

- A. This agreement shall remain in effect for one year.
- B. This agreement shall remain in effect for eighteen months.
- C. This agreement shall remain in effect for two years. Either party may reopen negotiations on wages at the end of the first year of the contract.
- D. This agreement shall remain in effect for two years.
- E. This agreement shall remain in effect for three years. Either party may reopen negotiations on wages at the end of eighteen months of the contract.
- F. This agreement shall remain in effect for three years.
- G. The contract shall remain in effect for two or more years (specify) with step wage increases during the duration of the contract.

DATA FILE

CONTENTS:

1. Lastik Plastik Employees by Length of Service and Vacation
2. Summary of Wage Information
3. Estimated Total Cost of Wage Packages
4. Estimated Total Cost of Vacation Packages
5. Wage and Fringe Benefit Comparison--Rapids Junction Area
6. Wage and Fringe Benefit Comparison within the Industry
7. Lastik Plastik Balance Sheet
8. Lastik Plastik Operating Statement
9. U. S. Department of Labor, Consumer Price Index
10. U. S. Bureau of Labor Statistics, City Worker's Family Budget
11. Recent Problems with the Shop

LASTIK PLASTIK EMPLOYEES

BY LENGTH OF SERVICE AND VACATION PRIVILEGES

<u>Years of Service</u>	<u>No. of Employees</u>	<u>Vacation Privileges</u>
1 year	12	1 week
2 years	16	1 week
3 years	22	1 week
4 years	22	1 week
5 years	6	1 week
6 years	8	1 week
7 years	4	1 week
8 years	2	1 week
9 years	4	1 week
10 years	4	2 weeks
11 years	2	2 weeks
12 years	2	2 weeks

SUMMARY OF WAGE INFORMATION

<u>Job Classification</u>	<u>No. in the Class</u>	<u>Wage Rates</u>
1. Set up men (6)	4 2	2.75 p/hr 2.25 p/hr
2. Press operators (10)	4 4 2	1.85 p/hr 1.75 p/hr 1.65 p/hr
3. Assemblers (14)	8 6	1.70 p/hr 1.65 p/hr
4. General Shop (58)	4 8 30 16	2.10 p/hr 1.75 p/hr 1.70 p/hr 1.65 p/hr
5. Slitters (6)	4 2	1.90 p/hr 1.75 p/hr
6. Welders (8)	8	1.75 p/hr
7. Sweepers (2)	2	1.60 p/hr

ESTIMATED TOTAL COST OF WAGE PACKAGES

<u>Alternative</u>	<u>Estimated Annual Cost</u>	<u>Increase in Costs over Present System</u>
1. 50¢ increase/hour	\$539,780	\$121,240
2. 40¢ increase/hour	\$515,732	\$ 97,192
3. 30¢ increase/hour	\$490,680	\$ 72,140
4. 20¢ increase/hour	\$466,630	\$ 48,090
5. 10¢ increase/hour	\$442,580	\$ 24,040
6. Present Wage Level	\$418,540	-----

Estimates based on an overtime rate equal to 10% of ordinary working hours.

ESTIMATED TOTAL COST OF VACATION PACKAGES

Alternative	Estimated Annual Cost (at Current Wages)	Increase in Costs Over Present System
1.	\$17,100	\$9,400
2.	\$16,000	\$8,300
3.	\$13,000	\$5,300
4.	\$10,000	\$2,300
5.	\$ 9,400	\$1,700
6.	\$ 7,700	-----

Note: A wage increase of 50¢/hour would increase the Estimated Costs above by the following amounts:

Alternative	Approximate Cost Increase
1.	\$4,600
2.	\$4,200
3.	\$3,800
4.	\$2,800
5.	\$2,500
6.	\$2,100

WAGE AND FRINGE BENEFIT COMPARISON—RAPIDS JUNCTION AREA

Name of Company	Wage Rate			Holidays	Required Yrs. of Service for Vacations				
	Minimum	Maximum	Average		1w	2w	3w	4w	5w
1. Nice Mfg. Co.	\$ 1.60	\$ 2.25	1.92	7	1	5	15	20	
2. Miller City Press, Inc.	1.90	3.50	2.70	8	6m	1	5	10	20
3. The Blue Wire Mfg. Co.	1.70	2.70	2.00	7	1	5	10	20	
4. Glasier Glass Co.	1.60	2.25	1.92	7	1	5	15	20	
5. The Campsite Furniture Co.	1.60	2.75	1.95	8	6m	1	5	10	20
6. Lastik Plastik Co.	1.60	2.75	1.75	7	1	10	25		
7. Rosen Mfg. Co.	1.60	2.00	1.80	7	1	2	5	10	
8. Green Sugar Co.	1.80	3.00	2.45	9		1	7	14	
9. B. & W. Lye Co.	\$ 1.60	\$ 2.75	1.90	8	1	5	10	20	

WAGE AND FRINGE BENEFIT COMPARISON IN THE INDUSTRY

WAGE RATES

Name of Company	Setup Men	Press Oper.	Assembler	General Shop	Slitters	Welders	Sweepers	Required Years of Service for Vacations (By Weeks)			
								1	2	3	4
Lastik Plastik, Inc.	\$ 2.59	\$ 1.77	\$ 1.63	\$ 1.68	\$ 1.85	\$ 1.75	\$ 1.60	1	2	3	4
Synthetics, Inc.	\$ 3.00	\$ 1.95	\$ 1.80	\$ 1.75	\$ 2.00	\$ 1.90	\$ 1.70	1	10	25	
Campbell & Mead	\$ 2.95	\$ 1.90	\$ 1.75	\$ 1.75	\$ 1.90	\$ 1.85	\$ 1.65	1	5	25	
Barnes & Stien	\$ 3.05	\$ 1.95	\$ 1.85	\$ 1.80	\$ 1.95	\$ 1.90	\$ 1.75	1	10	20	
Wardell Design	\$ 2.85	\$ 1.80	\$ 1.70	\$ 1.77	\$ 1.85	\$ 1.80	\$ 1.65	1	2	10	20
Armstrong Plastics	\$ 3.00	\$ 1.90	\$ 1.80	\$ 1.70	\$ 2.00	\$ 1.85	\$ 1.70	1	2	10	20
Grey Molding, Inc.	\$ 2.95	\$ 1.95	\$ 1.75	\$ 1.70	\$ 2.00	\$ 1.90	\$ 1.65	6Mo	1	5	10
Black & Crossley	\$ 2.65	\$ 1.80	\$ 1.70	\$ 1.75	\$ 1.90	\$ 1.80	\$ 1.65	6Mo	1	10	20
Crafts, Inc.	\$ 3.00	\$ 1.85	\$ 1.85	\$ 1.75	\$ 1.95	\$ 1.90	\$ 1.70	6Mo	1	10	20

LASTIK PLASTIK COMPANY

BALANCE SHEET

ASSETS

Current Assets

Cash	\$199,000
Accounts Receivable	168,000
Inventory	<u>152,000</u>
Total Current Assets	\$519,000

Fixed Assets

Gross Fixed Assets	848,000
Less: Reserve for Depreciation	<u>239,000</u>
Total Fixed Assets	\$609,000

Total Assets

\$1,128,000

LIABILITIES AND CAPITAL

Current Liabilities

Accounts Payable	\$120,000
Notes Payable	75,000
Accrued Expenses	50,000
Accrued Income Taxes	<u>85,000</u>
Total Current Liabilities	\$330,000

Long Term Liabilities

Two Year Notes Due	110,000
Five Year Notes Due	<u>70,000</u>
Total Liabilities	\$530,000

NET WORTH

Common Stock (15,000 shares @ \$10/share)	150,000
Retained Earnings	<u>448,000</u>
Total Net Worth	\$598,000

Total Liabilities and Net Worth

\$1,128,000

LASTIK PLASTIK COMPANY

OPERATING STATEMENT

Net Sales	\$2,200,000
less: Cost of Sales	<u>1,200,000</u>
Gross Profit	\$1,000,000
plus: Other Income	<u>10,000</u>
Total Gross Income	\$1,010,000
less: Selling and Administrative Expenses	<u>620,000</u>
Profit before Taxes	\$390,000
less: Income Taxes	<u>200,000</u>
NET PROFIT	\$190,000

U. S. DEPARTMENT OF LABOR
Bureau of Labor Statistics

Consumer Price Index for Urban Wage Earners and Clerical Workers

<u>Date</u>	<u>1st YEAR</u>	<u>2nd YEAR</u>	<u>3rd YEAR</u>
January	111.0	114.7	
February	111.6	114.8	
March	112.0	115.0	
April	112.5	115.3	
May	112.6	115.6	
June	112.9	116.0	
July	113.3	116.5	
August	113.8	116.9	
September	114.1	117.1	
October	114.5		
November	114.6		
December	114.7		
AVERAGE	113.1		

1970 City Worker's Family Budget

Bureau of Labor Statistics

The new City Worker Budget reflecting Autumn 1970 prices has just been released by the U.S. Bureau of Labor Statistics. This budget is worth examining in light of the negotiations in which AWA will be involved in 1970 and the impact which the new budget will have on the collective bargaining climate in 1970.

Basis for the City Worker's Family Budget

The cost estimates of the City Worker's Family Budget are for a family consisting of an employed husband, age 38, a wife not employed outside the home, and two children, a girl age 8 and a boy of 13. The man is presumed to be an experienced worker. The family group is well established and has average inventories of clothing, house furnishings, major durables, and other equipment. The budget is an attempt to describe and measure a modest but adequate standard of living.

Cost of the 1970 Budget

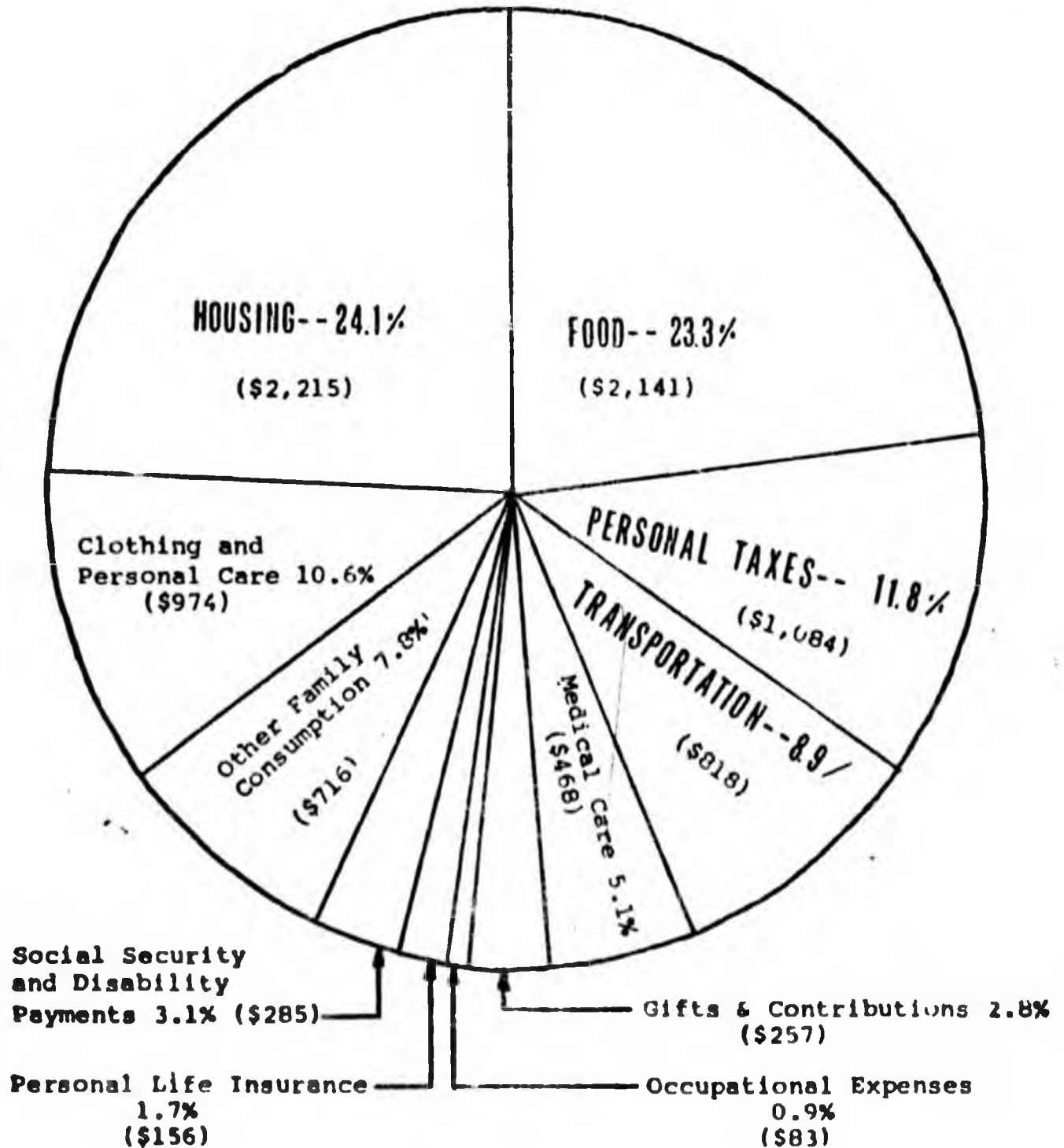
The cost of living at a moderate standard for a family of four persons averaged \$9,191 in urban areas of the United States. In smaller cities it was \$8,355. These averages include allowances for food, housing, transportation, clothing, personal care, medical care, and other components of family consumption, for gifts and contributions to others, for personal life insurance for the family's future security. They also include personal income taxes, Social Security deductions, and occupational expenses such as work clothes and Union dues.

WHERE THE BUDGET DOLLAR GOES

CITY WORKER'S FAMILY BUDGET - AUTUMN 1970

MODERATE LIVING STANDARD

U.S. AVERAGE = \$9,191



RECENT PROBLEMS IN THE SHOP

1. Employer Purchase of Equipment

Employees complained of having to purchase their own special face protectors for new welding machines. These face protectors cost about \$16 apiece.

2. Improper Attention to Safety Factors by Management

Employees complained of not receiving proper training with respect to using the new welding machines. Therefore, within three weeks two men had been seriously burned, causing them a total loss of 18 work days, and three of the machines had to be shut down for repairs, causing a day off for six men over a period of seven days.

3. Crafts, Herbert, Unfair Leave of Absence Policy

Employee's position: Herbert Crafts forced to take a lower paying job after returning to the Company following his wife's illness. Leave of absence was denied Crafts, as was permission to work part time.

Company position: Crafts' position needed to be filled and once we had promoted a man to fill his position we couldn't remove that man. Our work requires a man who is able to see a job through and it is not cost-effective to have part-time employees.

4. Glazier, Al, Wage Increase

Employee's position: Glazier placed on Bart Trab's blacklist in 1968. At that time he was making \$2.00 per hour. It took the

Company two years to give him an increase of \$.25 per hour.

No company position given.

5. Kinley, Fred, Low Wages

Fred Kinley's twins are juniors in high school now. Both would like to visit a few college campuses next year, but with two other children to provide for, Fred will probably not be able to send them to college without getting deeper in debt.

No company position given.

6. Mueller, Ed, Promotion and Employee Advancement

Employee position: Mueller, although head of the assemblers, requested a transfer to the welding department where he could earn more money and begin to work his way up. Mueller's requests have been denied on the excuse that the Company needs him as an assembler. It is the employees' feeling that this kind of employee advancement should be encouraged and that a seniority system would aid in its encouragement.

Company position: Ed Mueller is a good assembler. We are not willing to take the chance of trying him as a welder. Ed is doing what we feel he can do best and one of our policies has been to adjust the men according to their value within the Company structure.

7. Murphy, Ted, Promotion

Employee position: Ted Murphy, an assembler for six years has consistently been overlooked in filling assistant supervisory positions. Bart Trab recently appointed a new employee to fill the post of Chief Assembler.

Company position: Newly hired men seem to take orders well, socialize less. Ted Murphy is a good worker but it is the general opinion of the management staff that he is also a time waster with chatter.

8. Rosen, Wilbur, Promotion

Employee position: Wilbur Rosen has been with the Company for six years although there have been two men hired to the post of Section Manager in those six years with Wil not being promoted.

Company position: Wilbur Rosen's complaint was that he was deliberately overlooked for a promotion to Section Manager. Bart Trab felt that although Rosen did a good job at his machine, he would not do well at managing people.

9. Walker, Al, Layoff Procedure

Employee position: In May of 1967 there was a layoff of 20 employees. Although four of these employees had seniority, they too were laid off. In one case, Al Walker, who has been with the Company eight years, was laid off. The Company ignored the fact that he had five children at the time and was expecting another.

Company position: Company policy is to let go an employee who produces less than others. Walker felt that he had more seniority and should not have been laid off. But Walker had not shown any effort prior to this period to make himself as valuable to the Company as some of his fellow workers. Therefore he was laid off.

10. Walker, Al, Wage Increase

Employee position: If Al Walker didn't drive a cab part-time he would not be able to feed, house, and provide medical attention for his family of eight, not to mention such luxuries as a family trip during his vacation. He has not had a raise in over a year, since he returned from being laid off.

No Company position given.

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THE ANCHORAGE CITIZEN DISPUTE CENTER:
A NEEDS ASSESSMENT AND FEASIBILITY REPORT

Forward

The United States is presently experiencing a legal explosion. As implausible as it may appear, exponential extrapolation of increases over the last decade suggests that by the early 21st century the federal appellate courts alone will decide approximately 1 million cases each year. That bench would include over 5,000 active judges, and the Federal Reporter would expand by more than 1,000 volumes each year. . .

But the growth in caseloads and legislative terms is only a symptom of a broader problem: the growing intrusion of law on every aspect of American society. Too many conflicts between different cultural or ethical systems exist that are not resolved through informal means or through the legislature. Points of conflict ranging from school discipline to highway aesthetics have become judicial and administrative affairs. Courts have usually responded procedurally, and agencies by increasing the number of regulations. Thus the complexity of law increases while its rationality and persuasiveness do not. The law becomes more complex and more burdensome precisely because it is separated from custom or ethos.

This hypothesis--that law is expanding because it is separated from ethos--suggests a further way to dampen the legal explosion. One cannot, however, simply preach discontinuation of the use of the legal system. Too many real injustices and deep value-conflicts exist. . . [I]t is . . . suggested that the legal system be reorganized to facilitate the emergence of a common ethos and to draw on the force of that ethos.¹

¹ J. Barton, Behind the Legal Explosion, Stan. L. Rev. 567, 578 (1975).

INTRODUCTION

In January of 1977, the Alaska Judicial Council received a grant from the Law Enforcement Assistance Administration to evaluate the need for and feasibility of establishing an alternative dispute resolution program to handle minor civil and criminal cases in Anchorage. The terms of the grant required that the Council achieve two objectives: First, we were to determine which (if any) types of disputes are being inadequately processed through the criminal justice system and private and governmental agencies in Anchorage. Second, we were to develop a "detailed implementation plan" for a more effective forum for handling those controversies. This report summarizes the results of each phase of our project.

The report is divided into three sections. The first consists of our assessment of the efficacy of the existing forums for processing minor controversies in Anchorage. Part Two contains a detailed description of the program which we think would both compensate for the deficiencies we found in the existing systems and comport with the principles of due process and legal rationality. Finally, the third section contains a breakdown of the probable caseload and cost of the project and a tentative implementation schedule.

The remainder of this introduction is a brief outline of the nature of the dispute processing we hope to

achieve in a Citizen Dispute Center. Each of the ideas presented will be developed in greater depth in the body of the report. The purpose of this summary is simply to provide the reader with a quick sketch of our objectives and to set into context the needs assessment which follows.

Alternative dispute processing, as we envision it, is composed of three overlapping stages or "resolution techniques": ¹ conciliation, ² mediation, and ³ arbitration. At the outset of a hearing, the hearing officers encourage the parties to air their grievances and state the forms of relief they seek. Often this initial expression of complaints, feelings, and desires will culminate in a settlement; simply the opportunity to tell their stories will have provided the disputants with a measure of satisfaction and they will then be willing and able to negotiate a solution to their controversy on their own. If conciliation does not catalyze a settlement, the hearing officers begin to employ the techniques of mediation: they probe and clarify the parties' stories, channel their exchanges away from recrimination toward constructive discussion, and encourage the disputants to explore the basic problems which provoked or culminated in their controversy. If an agreement still is not forthcoming, the officers hold private caucuses with the parties, determine their "bottom line" negotiating positions, and then suggest one or more settlements which incorporate or compromise between their demands. Most disputants, if they have not agreed upon a solution before this point, will

accept one of the officers' suggestions.¹ In the few cases in which the parties still refuse to come to an agreement, the officers assume the role of arbitrators; on the basis of the testimony they have heard and of their understanding of the different parties' needs and desires, they determine an appropriate award.

Another way to understand the alternative dispute resolution process is to contrast it with formal adjudication. Austin Sarat has isolated four dimensions on which the two approaches differ:² their¹ level of formality, their degree² of openness, their conception of what is³ relevant to a dispute, and their decisional style⁴. Court procedures are usually highly formal, relying on ritualized rules for the reception and criticism of information and for the rendering of decisions. The procedures of alternative dispute resolution are much less regularized. Most court hearings are open to the public. By contrast, access to mediation/arbitration hearings is usually limited to the parties, witnesses, and hearing officers. Formal adjudication typically requires the parties to narrow the definition of their conflict; personal problems arising out of complex situations are

¹ B. Hoff and J. Stein: Interim Evaluation Report: Philadelphia 4-A Program, Arbitration as an Alternative to Criminal Courts, 13-15 (1974). See Appendix F which summarizes various aspects of six citizen dispute centers, especially the "Goal Achievement" section.

² A. Sarat, Alternatives in Dispute Processing: Litigation in a Small Claims Court, 10 Law and Soc. Rev. 339, 340 (Spring 1976).

reduced to disputes over questions of fact or to arguments over the proper interpretation of rights and rules. Alternative dispute resolution takes into account more of the history and context of a controversy. It permits and encourages discussion of aspects of the parties' relationship which, though not legally relevant to their case, facilitate the development of a settlement amenable to both disputants. Finally, formal adjudication usually results in an "all or nothing" decision--a determination of whether a legal norm has been violated and, if so, an assignment to one of the parties of causal or moral responsibility for the violation. By contrast, the settlements or awards which issue from mediation/arbitration hearings rarely assign blame and liability to one of the parties; more often they represent compromises between the needs and expectations of the disputants. Their basis and thrust is prospective, not retrospective; they attempt to resolve the parties' problem and to enable them to interact comfortably in the future, not simply to distribute responsibility for past actions.

That, in brief, is the mode of handling minor civil and criminal controversies which we will refer to hereafter as "alternative dispute resolution". This report describes the types of commonly occurring disputes we have identified in Anchorage which would benefit from such a procedure and the structure of the program we believe would most effectively apply alternative dispute resolution to these conflicts.

In August of 1976, the Pound Conference Follow-Up Task Force, chaired by Griffin Bell, recommended the development and implementation in American cities of "specific Models of Neighborhood Justice Centers". These projects would have two functions. First, they would improve the quality of the administration of justice in the communities in which they were established; they would provide better forums for the resolution of a variety of minor disputes. Second, they would serve as pilot projects--models which could be evaluated, refined, and modified and, when warranted, replicated in other communities. In the context of the recommendation of the Task Force, the program we here propose takes on an added significance. If successful, it will operate not only to improve the resolution of disputes in Anchorage, but to facilitate the "more effective and efficient delivery of justice" throughout Alaska and the United States.

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