



SUMMARY OF THE REVISED UNIFORM ARBITRATION ACT (RUAA)

Applicability

The RUAA applies to agreements to arbitrate after the effective date. For agreements entered prior to the enactment date, the RUAA applies if all parties agree. If all parties do not agree, then Subchapter (A) (Relating to Statutory Arbitration) governs the agreement. The RUAA applies to collective bargaining agreements subject to labor laws, which is consistent with the UAA.

Validity

The court shall decide whether an agreement to arbitrate exists or a controversy is subject to an agreement to arbitrate. In determining validity and enforceability, the court considers whether there is fraud, duress, coercion, unconscionability or the imposition by a contract that adherence of any requirement that unreasonably favors the party that imposed the provision.

An arbitrator shall decide whether a condition precedent to arbitrability has been fulfilled and whether a contract containing a valid agreement to arbitrate is enforceable.

Procedure

Sections 7321.3 and 7321.16 explain “giving notice,” “having notice” and “receiving notice.” The arbitrator sets a time and place and gives notice of the hearing not less than five days before an arbitration shall begin.

The court shall order the parties to arbitrate when an agreement to arbitrate is in place and a party refuses, if the refusing party fails to appear, or does not oppose a motion to stay or oppose arbitration. If the refusing party opposes a motion to stay or arbitrate, the court decides whether there is an enforceable agreement to arbitrate.

Waivers

Parties may waive provisions except as specified in the statute. Certain provisions may not be waived prior to a controversy and others may never be waived.

The Arbitrator or Arbitration Organization

The parties follow the agreed to method for appointing an arbitrator. If the agreed to method fails, the court appoints the arbitrator. There must be a disclosure of any known facts likely to affect impartiality. Financial interests, personal interest in outcome of the arbitration, or past relationships may affect impartiality. If there are several arbitrators, majority rules. An arbitrator or arbitration organization is immune from civil liability to the same extent as a judge of a court in this commonwealth acting in a judicial capacity.

Awards

Potential Awards

A party may receive punitive damages, attorney's fees and costs, and other remedies as the arbitrator considers just and appropriate under the circumstances. For punitive damages, an arbitrator must specify the basis in fact justifying and the basis in law authorizing the award and state separately the amount or other exemplary relief. A party may file for provisional remedies with the arbitrator, or with the court only if the matter is urgent and the arbitrator is not able to act timely or the arbitrator cannot provide an adequate remedy. Application for judicial relief must be made by motion to court and heard provided by the rule of the court.

Modification of Awards

A modification of an award by the arbitrator is appropriate where the motion is related to a modification, because the arbitrator hasn't made a final and definite award, and to clarify the award. A party must give notice to an objection within 10 days after the receipt of the notice.

A modification of the award by the court is appropriate where there was a miscalculation, the arbitrators failed to deliver the award, or the award is deficient in form but not on the merits. The timeline for filing a modification was increased from thirty to ninety days after movant receives notice of the award.

Vacating Awards

The following language was added to the scope of vacating the award: "Conducted without proper notice to prejudice substantially the rights of the other party."

Timely filing a Motion to Vacate an Award within 30 days remains the same.

Confirmation

After party receives notice of an award the party must make a *motion to the court for an order confirming the award*.

The chart below will provide an easy side-by-side comparison of the RAA and RUAA.

Comparison of UAA and RUAA				
Category	Uniform Arbitration Act		Revised Uniform Arbitration Act	
Short Title		Sub A: Statutory Arbitration “Uniform Arbitration Act”	§ 7321.1	Sub A.1 Revised Statutory Arbitration
Definitions		Not specified.	§ 7321.2	Definitions section provided.
Notice		Not specified.	§ 7321.3	<p><u>Giving Notice:</u> Taking action that is reasonably necessary to inform the other person ... whether or not the other person acquires knowledge of the notice</p> <p><u>Having Notice:</u> Having actual knowledge of notice or has received notice</p> <p><u>Receiving Notice:</u> When it comes to the person’s attention or is delivered at:</p> <ol style="list-style-type: none"> 1. The party’s residence / business, or 2. Another location held out by the person as a place of delivery of such communications.
Applicability	§ 7302		§ 7321.4	<p>The RUAA applies to prior agreements if</p> <ol style="list-style-type: none"> 1. All parties agree, or 2. If (1) doesn’t apply then Subchapter (A) (Relating to Statutory Arbitration) governs the agreement <p>The language for collective bargaining agreements is almost identical to the former version, and the only difference is “only where” changes to “only to the extent”</p>
Waivers		Not specified.	§ 7321.5	<p>Specifies that prior to a controversy, parties cannot waive or restrict certain rights.</p> <p>In addition, there are rights that parties may never waive or effect.</p>

Application for Judicial Relief		Not specified.	§ 7321.6	<p>Application for judicial relief must be made by motion to court and heard provided by the rule of the court</p> <p>Unless there's an action pending that involves the agreement to arbitrate, notice of the initial motion must be served in the manner provided by law.</p>
Validity of Agreement to Arbitrate	§ 7303	Requires a written agreement to submit parties to arbitration	§ 7321.7	<p>Requires an agreement contained in a record to arbitrate.</p> <p>The court decides whether an agreement to arbitrate exists or whether a controversy is subject to an agreement to arbitrate.</p> <p>The arbitrator decides whether a condition precedent to arbitrability has been fulfilled and whether a contract containing a valid agreement to arbitrate is enforceable.</p> <p>Grounds for validity and enforceability include the revocation of a contract for fraud, duress, coercion, unconscionability or the imposition by a contract that the adhesion would unreasonably favor the party who imposed the provision.</p>
Motion to Compel or Stay Arbitration	§ 7304	Party must show enforceable agreement and that other party refuses to arbitrate	§ 7321.8	<p>If the refusing party fails to appear or does not oppose the motion the court shall order the parties to arbitrate. If the refusing party opposes the motion the court decide whether there is an enforceable agreement to arbitrate</p>

Provisional Remedies		Not specified.	§ 7321.9	An arbitrator or the court may order provisional remedies, but the court can only make the order if the matter is urgent and the arbitrator cannot act timely or provide an adequate remedy.
Initiation of Arbitration		Similar to § 7307	§ 7321.10	Party initiates arbitration by giving notice in a record <i>See also</i> § 7321.16
Consolidation of Separate Arbitration Proceedings		Not specified.	§ 7321.11	Upon motion of a party, the court may order consolidation of separate arbitration proceedings if <ul style="list-style-type: none"> • They are between the same persons, or one of them is a party to a separate agreement or arbitration with a third person • Claims arise in substantial part from the same transaction or series of related transactions • Common issue of law or fact • Prejudice resulting from failure to consolidate is not outweighed by the risk of undue delay or prejudice to the rights of or hardship to parties • Can't consolidate if the agreement prohibits consolidation

Appointment of Arbitrator	§ 7305		§ 7321.12	Adds that “An individual may not serve as an arbitrator required by an agreement to be neutral under the standards under which a judge would be required to disqualify himself or herself from participation in a proceeding under 207 Pa. Code Ch. 33 Canon 2 Rule 2.11 (relating to disqualification)”
Disclosure by Arbitrator		Not specified.	§ 7321.13	Disclosure of any known facts likely to affect impartiality – such as financial, personal interest in outcome, past relationship, etc.
Action by Majority	§ 7306		§ 7321.14	
Immunity of Arbitrator; Competence to Testify; Attorney Fees and Costs		Not specified.	§ 7321.15	Arbitrator or arbitration organization is immune from civil liability to the same extent as a judge of a court in this commonwealth acting in a judicial capacity
Notice and Process	§ 7307	Hearing before arbitrators. The arbitrator shall appoint a time and place for the arbitration hearing and give written notice served personally or by certified mail not less than 10 days before the hearing	§ 7321.16	The arbitrator shall set a time and place and give notice of the hearing not less than five days before the hearing begins <i>See also</i> § 7321.10
Compulsory law		Not specified.	§ 7321.18	Subject to compulsory laws.
Judicial Enforcement of Preaward Ruling by Arbitrator		Not specified.	§ 7321.19	If an arbitrator makes a pre-award ruling in favor of the moving party, that party may request the arbitrator to incorporate the ruling into an award, or make a motion to the court for an expedited order to confirm the award.

Award	§ 7310		§ 7321.20	Arbitrator must make a record of the award and sign it/authenticate it Must be done within the time specified in the agreement, or within time ordered by the court
Change of Award by Arbitrator		Not specified.	§ 7321.21	A party may file a motion to change the award because: <ol style="list-style-type: none"> 1) Award needs to be modified, 2) Arbitrator hasn't made a final and definite award, 3) To clarify the award. <p>Motion and notice must be given to all parties within 20 days after the movant receives notice of the award.</p> <p>A party must give notice to an objection within 10 days after the receipt of the notice.</p>
Remedies; Fees and Expenses of Arbitration Proceeding.		Not specified.	§ 7321.22	Punitive damages require a justification. The arbitrator must specify the basis in fact justifying the award, and the basis in law authorizing the award, and state separately the amount or other exemplary relief. <p>Attorney fees and costs are available.</p> <p>An arbitrator may order remedies as the arbitrator considers just and appropriate under the circumstances of the arbitration proceeding.</p>
Confirmation of award	§ 7313	Court shall confirm award unless motion to vacate or modify <i>See also</i> § 7314 (d) and § 7315 (d)	§ 7321.23	After party receives notice of an award the party must make <i>a motion to the court for an order confirming the award</i>

Vacating award by court	§ 7314		§ 7321.24	Same grounds apply as before, with the addition of: <ul style="list-style-type: none"> Conducted without proper notice so as to prejudice substantially the rights of the other party <p>Time frame from § 7314 remains within 30 days after the movant receives notice of a modified or corrected award, unless there was corruption, fraud, or other undue means, in which case the motion must be made within 30 days after the ground is known or by the exercise of reasonable care.</p>
Modification or Correction of Award	§ 7315	Made within 30 days after receipt of the award	§ 7321.25	Same grounds for modification or correction except that the party must make a motion within 90 days after movant receives notice of the award
Judgment or Decree on Award	§ 7316		§ 7321.26	
Jurisdiction	§ 7318		§ 7321.27	
Venue	§ 7319		§ 7321.28	
Appeals	§ 7320		§ 7321.29	
Uniformity of Application and Construction		Not specified.	§ 7321.30	Purpose is to promote uniformity. Nothing in this text is intended to require a party to arbitration to waive their right to trial by jury. This act is subject to severability.
Relationship to Electronic Signatures in Global and National Commerce Act		Not specified.	§ 7321.31	This Act should be interpreted in accordance with the Electronic Signatures in Global and National Commerce Act.

We welcome any questions you may have regarding these important changes.