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Uniform Arbitration Act: Introduction, The

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The Uniform Arbitration Act: Introduction

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The Uniform Arbitration Act (UAA) is one of the most successful laws promulgated by the National Conference of Commissioners on Uniform State Laws (NCCUSL). Originally passed by NCCUSL in 1955, the UAA has served as the bases of arbitration statutes in some forty-eight jurisdictions. As more parties have incorporated arbitration clauses into contractual relationships, the importance of the UAA and its federal counterpart, the Federal Arbitration Act (FAA), have correspondingly increased. Supreme Court precedent at both federal and state levels abrogating the common law hostility against arbitration and replacing this attitude with and avowedly pro-arbitration doctrine has enhanced the arbitration process.

Because both the UAA and FAA are relatively short, overview statutes that outline the arbitral process and provide for default provisions, the case law interpreting these acts take on an added significance. For many years the *Journal of Dispute Resolution* has provided an annual update of cases interpreting the various provisions of the UAA. This project is a comprehensive review of court decisions considering many complex and detailed issues unresolved by the statutory language in the UAA. The student authors whose research and hard work result in this article make an important contribution in the field of alternative dispute resolution. Their update is an invaluable source of case law development to judges, practicing attorneys, and scholars in the field of arbitration.

The present issue contains many interesting cases interpreting the UAA. For instance, the case of *In re Marriage of Popack* deals with an arbitration provision whereby the parties agreed to resolve their marital disputes by a rabbinical council whose decisions would be binding. A case that has drawn significant attention is *Chicago Firefighters Union Local No. 2 v. The City of Chicago*, where a court vacated on public policy grounds the discharges and suspensions of 28 firefighters who participated in an unauthorized retirement party at a firehouse that involved questionable conduct. Another interesting case concerns the requirement that an arbitration clause be in writing decided in *Custom Built Homes by Ed Harris v. McNamara*. In reviewing these and other cases, the student authors cover a wide range of cases dealing with important issues as to the validity of arbitration agreements, arbitration hearing procedures, vacatur, and court actions involving the arbitration process. This update is a "must read" for anyone dealing with the UAA.

In addition to the cases reviewed in this update, readers should note that NCCUSL at its August 2000 meeting, unanimously passed the Revised Uniform Arbitration Act (RUAA). This is the first substantive change in the UAA in 45 years. The RUAA deals with many issues not addressed in the UAA: (1) who decides the arbitrability of a dispute and by what criteria; (2) whether a court or arbitrators may issue provisional remedies; (3) how a party can initiate an arbitration proceeding; (4) whether arbitration proceedings may be consolidated; (5) whether arbitrators are required to disclose facts reasonably likely to affect impartiality; (6)

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what extent arbitrators or an arbitration organization are immune from civil actions; (7) whether arbitrators or representatives of arbitration organizations may be required to testify in another proceeding; (8) whether arbitrators have the discretion to order discovery, issue protective orders, decide motions for summary dispositions, hold prehearing conferences and otherwise manage the arbitration process; (9) when a court may enforce a preaward ruling by an arbitrator; (10) what remedies an arbitrator may award, especially in regard to attorney's fees, punitive damages or other exemplary relief; (11) when a court can award attorney's fees and costs to arbitrators and arbitration organizations; (12) when a court can award attorney's fees and costs to a prevailing party in an appeal of an arbitrator's award; (13) which sections of the UAA would not be waivable, an important matter to insure fundamental fairness to the parties will be preserved, particularly in those instances where one party may have significantly less bargaining power than another; and (14) the use of electronic information and other modern means of technology in the arbitration process.

Three states, Hawaii, Nevada, and New Mexico, passed the RUAA in its first year after NCCUSL promulgation. It is likely that many more states will adopt RUAA as a means to modernize their arbitration statutes.