

25-2601. Act, how cited.

Sections 25-2601 to 25-2622 shall be known and may be cited as the Uniform Arbitration Act.

Source: Laws 1987, LB 71, § 1; Laws 1997, LB 151, § 1.

25-2602. Repealed. Laws 1997, LB 151, § 14.

25-2602.01. Validity of arbitration agreement.

(a) A written agreement to submit any existing controversy to arbitration is valid, enforceable, and irrevocable except upon such grounds as exist at law or in equity for the revocation of any contract.

(b) A provision in a written contract to submit to arbitration any controversy thereafter arising between the parties is valid, enforceable, and irrevocable, except upon such grounds as exist at law or in equity for the revocation of any contract, if the provision is entered into voluntarily and willingly.

(c) The Uniform Arbitration Act applies to arbitration agreements between employers and employees or between their respective representatives.

(d) Contract provisions agreed to by the parties to a contract control over contrary provisions of the act other than subsections (e) and (f) of this section.

(e) Subsections (a) and (b) of this section do not apply to a claim for workers' compensation.

(f) Subsection (b) of this section does not apply to:

(1) A claim arising out of personal injury based on tort;

(2) A claim under the Nebraska Fair Employment Practice Act;

(3) Any agreement between parties covered by the Motor Vehicle Industry Regulation Act; and

(4) Except as provided in section 44-811, any agreement concerning or relating to an insurance policy other than a contract between insurance companies including a reinsurance contract.

(g) When a conflict exists, the Uniform Arbitration Act shall not apply to the Uniform Act on Interstate Arbitration and Compromise of Death Taxes and sections 44-811, 44-4824, 54-404 to 54-406, 60-2701 to 60-2709, and 70-1301 to 70-1329.

Source: Laws 1997, LB 151, § 2; Laws 2002, LB 1105, § 426; Laws 2005, LB 645, § 8; Laws 2010, LB816, § 1.

Cross References

Motor Vehicle Industry Regulation Act, see section 60-1401.

Nebraska Fair Employment Practice Act, see section 48-1125.

Uniform Act on Interstate Arbitration and Compromise of Death Taxes, see section 77-3315.

Annotations

A delegation of arbitrability of future policyholder claims in an agreement concerning or relating to an insurance policy is invalid under subdivision (f)(4) of this section. *Citizens of Humanity v. Applied Underwriters*, 299 Neb. 545, 909 N.W.2d 614 (2018).

The Liability Risk Retention Act of 1986, by its terms, preempts the application of subdivision (f)(4) of this section to foreign risk retention groups. *Speece v. Allied Professionals Ins. Co.*, 289 Neb. 75, 853 N.W.2d 169 (2014).

Under the federal McCarran-Ferguson Act, state law regulating the business of insurance controls over federal law that does not specifically govern insurance. Subsection (f)(4) of this section regulates the insurer-insured contractual relationship and, thus, the business of insurance. It is therefore not preempted by the Federal Arbitration Act. *Kremer v. Rural Community Ins. Co.*, 280 Neb. 591, 788 N.W.2d 538 (2010).

Under the federal McCarran-Ferguson Act, subsection (f)(4) of this section is preempted by the Federal Crop Insurance Act and regulations thereunder that specifically relate to the business of insurance and require arbitration of disputes. *Kremer v. Rural Community Ins. Co.*, 280 Neb. 591, 788 N.W.2d 538 (2010).

With specified exceptions, agreements to arbitrate future controversies concerning an insurance policy are invalid under subsection (f)(4) of this section, unless federal law preempts this provision. *Kremer v. Rural Community Ins. Co.*, 280 Neb. 591, 788 N.W.2d 538 (2010).

The public policy of the state did not change until this section became effective on June 11, 1997. Any contract clause allowing for predispute binding arbitration entered into before that date is void as against public policy. *Millennium Solutions, Inc. v. Davis*, 258 Neb. 293, 603 N.W.2d 406 (1999).

25-2602.02. Contract; statement required.

The following statement shall appear in capitalized, underlined type adjoining the signature block of any standardized agreement in which binding arbitration is the sole remedy for dispute resolution: THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Source: Laws 1997, LB 151, § 7.

Annotations

When a contract containing an arbitration clause is governed by federal law, the failure to include the statutory language of this section does not make the arbitration clause unenforceable. *Aramark Uniform & Career Apparel v. Hunan, Inc.*, 276 Neb. 700, 757 N.W.2d 205 (2008).

When a contract which attempts to establish binding arbitration as the sole remedy fails to strictly comply with this section, the arbitration clause is voidable and unenforceable. *Kramer v. Eagle Eye Home Inspections*, 14 Neb. App. 691, 716 N.W.2d 749 (2006).

25-2603. Proceedings to compel or stay arbitration.

(a) On application of a party showing an agreement described in section 25-2602.01 and the opposing party's refusal to arbitrate, the court shall order the parties to proceed with arbitration, but if the opposing party denies the existence of the agreement to arbitrate, the court shall proceed summarily to the determination of the issue so raised and shall order for the moving party, otherwise, the application shall be denied.

(b) On application, the court may stay an arbitration proceeding commenced or threatened on a showing that there is no agreement to arbitrate. Such an issue, when in substantial and bona fide dispute, shall be forthwith and summarily tried and the stay ordered if found for the moving party. If found for the opposing party, the court shall order the parties to proceed to arbitration.

(c) If an issue referable to arbitration under the alleged agreement is involved in an action or proceeding pending in a court having jurisdiction to hear applications under subsection (a) of this section, the application shall be made therein. Otherwise and subject to section 25-2619, such application may be made in any court of competent jurisdiction.

(d) Any action or proceeding involving an issue subject to arbitration shall be stayed if an order for arbitration or an application therefor has been made under this section or, if the issue is severable, the stay may be with respect thereto only. When the application is made in such action or proceeding, the order for arbitration shall include such stay.

(e) An order for arbitration shall not be refused on the ground that the claim in issue lacks merit or bona fides or because any fault or grounds for the claim sought to be arbitrated have not been shown.

Source: Laws 1987, LB 71, § 3; Laws 1997, LB 151, § 3.

Annotations

This section does not defeat the Federal Arbitration Act's objective, expressed in 9 U.S.C. 4 (2012), that if the making of the arbitration agreement or the failure, neglect, or refusal to perform the same be in issue, the court shall proceed summarily to the trial thereon. *Cullinane v. Beverly Enters.* - Neb., 300 Neb. 210, 912 N.W.2d 774 (2018).

Under subsection (a) of this section, on application of a party showing a valid arbitration agreement and the opposing party's refusal to arbitrate, the court shall order the parties to proceed with arbitration, but if the opposing party denies the existence of the agreement to arbitrate, the court shall proceed summarily to the determination of the issue so raised and shall order for the moving party; otherwise, the application shall be denied. *Cullinane v. Beverly Enters.* - Neb., 300 Neb. 210, 912 N.W.2d 774 (2018).

Although this section specifies that the question of whether an agreement to arbitrate exists should be "summarily" tried, this section does not preclude the right

to a jury trial in every circumstance. Omaha Cold Storage Terminals v. Patterson, 15 Neb. App. 548, 733 N.W.2d 219 (2007).

25-2604. Appointment of arbitrators by court.

If the arbitration agreement provides a method of appointment of arbitrators, this method shall be followed. In the absence thereof, or if the agreed method fails or for any reason cannot be followed, or when an arbitrator appointed fails or is unable to act and a successor has not been duly appointed, the court on application of a party shall appoint one or more arbitrators, except that the court shall always appoint an odd number of arbitrators. An arbitrator so appointed has all the powers of one specifically named in the agreement. Upon appointment an arbitrator shall disclose his or her hourly or daily rate for arbitration services.

Source: Laws 1987, LB 71, § 4.

25-2604.01. Arbitrators; disqualification.

Any person proposed for nomination by all parties or all party arbitrators to serve as a neutral arbitrator shall disqualify himself or herself, upon demand of any party to the arbitration agreement made before the commencement of the proceedings, on any of the grounds specified in section 24-739 for disqualification of a judge or on the ground that such person is an employee or independent contractor of an industry, trade, or professional association of which only one party is a member if the grounds were known or should have been known by the movant.

Source: Laws 1997, LB 151, § 5.

25-2605. Majority action by arbitrators.

The powers of the arbitrators may be exercised by a majority unless otherwise provided by the agreement or by the Uniform Arbitration Act.

Source: Laws 1987, LB 71, § 5.

25-2606. Hearing.

Unless otherwise provided by the agreement:

(a) The arbitrators shall appoint a time and place for the hearing and cause notification to the parties to be served personally or by registered or certified mail not less than ten days before the hearing. Appearance at the hearing waives such notice. The arbitrators may adjourn the hearing from time to time as necessary and, on request of a party and for good cause, or upon their own motion, may postpone the hearing to a time not later than the date fixed by the agreement for making the award unless the parties consent to a later date. The arbitrators may hear and determine the controversy upon the evidence produced notwithstanding the failure of a party duly notified to appear. The court on application may direct the arbitrators to proceed promptly with the hearing and determination of the controversy;

(b) The parties are entitled to be heard, to present evidence material to the controversy, and to cross-examine witnesses appearing at the hearing; and

(c) The hearing shall be conducted by all the arbitrators but a majority may determine any question and render a final award. If, during the course of the hearing, an arbitrator for any reason ceases to act, the remaining arbitrator or arbitrators appointed to act as neutrals may continue with the hearing and determination of the controversy.

Arbitration proceedings shall take place in the county designated in section 25-403.01 unless the parties otherwise agree at a time subsequent to the arising of the controversy.

Source: Laws 1987, LB 71, § 6; Laws 1997, LB 151, § 4.

Annotations

The lack of a formal notice of hearing in compliance with this section of the postponement of a hearing previously scheduled and correctly noticed did not invalidate an award where evidence supported the conclusion that the parties to the arbitration had actual notice of the postponed hearing in advance. *Damrow v. Murdoch*, 15 Neb. App. 920, 739 N.W.2d 229 (2007).

The trial court did not err in finding that lack of a formal notice under this section was an insufficient ground to vacate an arbitration award. *Damrow v. Murdoch*, 15 Neb. App. 920, 739 N.W.2d 229 (2007).

25-2607. Representation by attorney.

A party has the right to be represented by an attorney at any proceeding or hearing under the Uniform Arbitration Act. A waiver thereof prior to the proceeding or hearing is ineffective.

Source: Laws 1987, LB 71, § 7.

25-2608. Witnesses, subpoenas, depositions.

(a) The arbitrators may issue or cause to be issued subpoenas for the attendance of witnesses, for the taking of depositions, and for the production of books, records, documents, and other evidence and shall have the power to administer oaths. Subpoenas so issued shall be served and, upon application to the court by a party or the arbitrators, enforced in the manner provided by law for the service and enforcement of subpoenas in a civil action.

(b) On application of a party and for use as evidence, the arbitrators may permit a deposition to be taken, in the manner and upon the terms designated by the arbitrators, of a witness who cannot be subpoenaed or is unable to attend the hearing.

(c) All provisions of law compelling a person under subpoena to testify are applicable.

(d) Fees for attendance as a witness shall be the same as for a witness in the county court.

Source: Laws 1987, LB 71, § 8.

25-2609. Award.

(a) The award shall be in writing and signed by the arbitrators joining in the award. The arbitrators shall deliver a copy to each party personally or by registered or certified mail or as provided in the agreement.

(b) An award shall be made within the time fixed therefor by the agreement or, if not so fixed, within such time as the court orders on application of a party but not more than thirty days after the hearing. The parties may extend the time in writing either before or after the expiration thereof. A party waives the objection that an award was not made within the time required unless he or she notifies the arbitrators of his or her objection prior to the delivery of the award to him or her.

Source: Laws 1987, LB 71, § 9.

Annotations

Pursuant to subsection (a) of this section, an arbitration award signed by only one of three arbitrators required to sign the award was defective in form but not in substance, and thus the parties were permitted to make timely application to modify or correct the award under subsection (a)(3) of section 25-2614. *Hartman v. City of Grand Island*, 265 Neb. 433, 657 N.W.2d 641 (2003).

The appellant waived an objection under this section where there was nothing in the record to support a conclusion that he notified the arbitrators of his objection prior to the delivery of the award. *Damrow v. Murdoch*, 15 Neb. App. 920, 739 N.W.2d 229 (2007).

25-2610. Change of award by arbitrators.

On application of a party or, if an application to the court is pending under section 25-2612, 25-2613, or 25-2614, on submission to the arbitrators by the court under such conditions as the court may order, the arbitrators may modify or correct the award upon the grounds stated in subdivisions (a)(1) and (a)(3) of section 25-2614 or for the purpose of clarifying the award. The application shall be made within twenty days after delivery of the award to the applicant. Written notice thereof shall be given forthwith to the opposing party, stating he or she must serve his or her objections thereto, if any, within ten days from the notice. The award so modified or corrected is subject to the provisions of sections 25-2612 to 25-2614.

Source: Laws 1987, LB 71, § 10.

Annotations

An award does not become so vague and indefinite as to be unenforceable simply because a party can argue that a portion of it may be unclear or ambiguous. The Nebraska Court of Appeals erred in finding the award ambiguous and in ordering a remand to the arbitrator for clarification. *Signal 88 v. Lyconic*, 310 Neb. 824, 969 N.W.2d 651 (2022).

An award may be recommitted for clarification where it is ambiguous to such an extent that it is impossible to determine its meaning and intent. However, remand for clarification is not the preferred course. When possible, courts should avoid remanding on the basis of ambiguity because of the interest in prompt and final arbitration. *Signal 88 v. Lyconic*, 310 Neb. 824, 969 N.W.2d 651 (2022).

In considering an application for confirmation of an arbitration award, the court has limited authority under this statutory section to remand to the arbitrator to clarify an ambiguous award. *Signal 88 v. Lyconic*, 310 Neb. 824, 969 N.W.2d 651 (2022).

Where an ambiguity can be resolved by the record, the district court need not remand for clarification; but where the ambiguity is not resolved by the record, the court must remand for clarification. *Signal 88 v. Lyconic*, 310 Neb. 824, 969 N.W.2d 651 (2022).

25-2611. Fees and expenses of arbitration.

Unless otherwise provided in the agreement to arbitrate, the arbitrators' expenses and fees together with other expenses, not including counsel fees, incurred in the conduct of the arbitration shall be paid as provided in the award.

Source: Laws 1987, LB 71, § 11.

25-2612. Confirmation of award.

Within sixty days of the application of a party, the court shall confirm an award, unless within the time limits hereinafter imposed grounds are urged for vacating or modifying or correcting the award, in which case the court shall proceed as provided in sections 25-2613 and 25-2614.

Source: Laws 1987, LB 71, § 12.

Annotations

Courts must give extreme deference to the arbitrator's conclusions; the standard of judicial review of arbitral awards is among the narrowest known to law. *Signal 88 v. Lyconic*, 310 Neb. 824, 969 N.W.2d 651 (2022).

Strong deference is due to an arbitral tribunal, because when parties agree to arbitration, they agree to accept whatever reasonable uncertainties might arise from the process. *Signal 88 v. Lyconic*, 310 Neb. 824, 969 N.W.2d 651 (2022).

Under Nebraska's Uniform Arbitration Act, a court may not overrule an arbitrator's decision simply because the court believes that its own interpretation of the contract, or the facts, would be the better one. *Signal 88 v. Lyconic*, 310 Neb. 824, 969 N.W.2d 651 (2022).

Where arbitration is contemplated, the courts are not equipped to provide the same judicial review given to structured judgments defined by procedural rules and legal principles. Parties should be aware that they get what they bargain for and that arbitration is far different from adjudication. *Signal 88 v. Lyconic*, 310 Neb. 824, 969 N.W.2d 651 (2022).

Within sixty days of the application of a party, the court shall confirm an award, unless within the time limits hereinafter imposed grounds are urged for vacating or modifying or correcting the award. The court's obligation is mandatory rather than discretionary. *Signal 88 v. Lyconic*, 310 Neb. 824, 969 N.W.2d 651 (2022).

When a party seeks to confirm an arbitration award pursuant to Nebraska's Uniform Arbitration Act, a court must confirm that award unless a party has sought to vacate, modify, or correct the award and grounds for such vacation, modification, or correction exist. *Garlock v. 3DS Properties*, 303 Neb. 521, 930 N.W.2d 503 (2019).

This section does not allow for the exercise of discretion by the court when a request of confirmation is made where there has been no application for vacation or modification. *Drummond v. State Farm Mut. Auto. Ins. Co.*, 280 Neb. 258, 785 N.W.2d 829 (2010).

The appellees filed a motion under this section seeking to confirm an arbitration award. *Damrow v. Murdoch*, 15 Neb. App. 920, 739 N.W.2d 229 (2007).

25-2613. Vacating an award.

(a) Upon application of a party, the court shall vacate an award when:

(1) The award was procured by corruption, fraud, or other undue means;

(2) There was evident partiality by an arbitrator appointed as a neutral or corruption in any of the arbitrators or misconduct prejudicing the rights of any party;

(3) The arbitrators exceeded their powers;

(4) The arbitrators refused to postpone the hearing upon sufficient cause being shown therefor, refused to hear evidence material to the controversy, or otherwise so conducted the hearing, contrary to the provisions of section 25-2606, as to prejudice substantially the rights of a party;

(5) There was no arbitration agreement and the issue was not adversely determined in proceedings under section 25-2603, and the party did not participate in the arbitration hearing without raising the objection; or

(6) An arbitrator was subject to disqualification pursuant to section 25-2604.01 and failed, upon receipt of timely demand, to disqualify himself or herself as required by such section.

The fact that the relief was such that it could not or would not be granted by a court of law or equity is not ground for vacating or refusing to confirm the award.

(b) An application under this section shall be made within ninety days after delivery of a copy of the award to the applicant, except that if predicated upon corruption, fraud, or other undue means, it shall be made within ninety days after such grounds are known or should have been known.

(c) In vacating the award on grounds other than stated in subdivision (a)(5) of this section, the court may order a rehearing before the new arbitrators chosen as provided in the agreement or, in the absence thereof, by the court in accordance with section 25-2604, or if the award is vacated on grounds set forth in subdivisions (a)(3) and (a)(4) of this section, the court may order a rehearing before the arbitrators who made the award or their successors appointed in accordance with section 25-2604. The time within which the agreement requires the award to be made is applicable to the rehearing and commences from the date of the order.

(d) If the application to vacate is denied and no motion to modify or correct the award is pending, the court shall confirm the award.

Source: Laws 1987, LB 71, § 13; Laws 1997, LB 151, § 6.

Annotations

- 1. Grounds for vacating awards - generally**
- 2. Grounds for vacating awards - partiality**
- 3. Grounds for vacating awards - exceeding power**
- 4. Miscellaneous**

- 1. Grounds for vacating awards - generally**

An arbitration award will not be vacated on grounds immaterial to the award. *State v. Nebraska Assn. of Pub. Employees*, 313 Neb. 259, 984 N.W.2d 103 (2023).

Grounds as to form do not warrant the vacatur of an award. *State v. Nebraska Assn. of Pub. Employees*, 313 Neb. 259, 984 N.W.2d 103 (2023).

Arbitration awards governed by the Nebraska Uniform Arbitration Act cannot be vacated on the grounds that the arbitrator manifestly disregarded the law. *City of Omaha v. Professional Firefighters Assn.*, 309 Neb. 918, 963 N.W.2d 1 (2021).

Courts lack the authority to vacate arbitration awards governed by the Nebraska Uniform Arbitration Act on the grounds that the arbitrator manifestly disregarded the law. *City of Omaha v. Professional Firefighters Assn.*, 309 Neb. 918, 963 N.W.2d 1 (2021).

Serious legal or factual error by the arbitrator does not, standing on its own, provide a basis for vacating an award. *City of Omaha v. Professional Firefighters Assn.*, 309 Neb. 918, 963 N.W.2d 1 (2021).

A court may refuse to enforce an arbitration award that is contrary to a public policy that is explicit, well defined, and dominant. Such a public policy must be ascertained by reference to laws and legal precedents, not from general considerations of supposed public interests; but the arbitration award need not itself violate positive law to be unenforceable as against public policy. *State v. Henderson*, 277 Neb. 240, 762 N.W.2d 1 (2009).

Pursuant to subsection (a)(6) of this section, the district court lacked authority to vacate the arbitrator's award pursuant to the Uniform Arbitration Act on the basis that it was inequitable. *Hartman v. City of Grand Island*, 265 Neb. 433, 657 N.W.2d 641 (2003).

The trial court did not err in finding that lack of a formal notice under section 25-2606 was an insufficient ground to vacate an arbitration award. *Damrow v. Murdoch*, 15 Neb. App. 920, 739 N.W.2d 229 (2007).

- 2. Grounds for vacating awards - partiality**

"Evident partiality" exists under subsection (a)(2) of this section when a reasonable person would have to conclude that an arbitrator was partial to one party to the arbitration. *City of Omaha v. Professional Firefighters Assn.*, 309 Neb. 918, 963 N.W.2d 1 (2021).

The circumstances under which an arbitrator's rulings alone could demonstrate the requisite partiality to vacate an award must be quite rare. *City of Omaha v. Professional Firefighters Assn.*, 309 Neb. 918, 963 N.W.2d 1 (2021).

- 3. Grounds for vacating awards - exceeding power**

In determining whether an arbitrator exceeded his or her powers under subsection (a)(3) of this section, a court's review is limited to whether the awarded relief exceeded the limits of the arbitrator's powers as defined by the contract and does not include whether the arbitrator somehow failed to meet a minimum requirement. *State v. Nebraska Assn. of Pub. Employees*, 313 Neb. 259, 984 N.W.2d 103 (2023).

It is only when the arbitrator issues an award that simply reflects the arbitrator's personal notions of justice rather than drawing its essence from the contract that a court may find that the arbitrator exceeded his or her powers. *City of Omaha v. Professional Firefighters Assn.*, 309 Neb. 918, 963 N.W.2d 1 (2021).

Subsection (a)(3) of this section is interpreted under the rubric outlined by the U.S. Supreme Court's interpretation of 9 U.S.C. 10(a)(4) found in *Oxford Health Plans LLC v. Sutter*, 569 U.S. 564, 133 S. Ct. 2064, 186 L. Ed. 2d 113 (2013). *City of Omaha v. Professional Firefighters Assn.*, 309 Neb. 918, 963 N.W.2d 1 (2021).

The sole question presented when a party claims that an arbitrator exceeded his or her powers is whether the arbitrator (even arguably) interpreted the parties' contract, not whether he or she got its meaning right or wrong. *City of Omaha v. Professional Firefighters Assn.*, 309 Neb. 918, 963 N.W.2d 1 (2021).

To vacate an arbitration award on the grounds that the arbitrator exceeded his or her powers, the party must show more than that the arbitrator committed an error—or even a serious error. *City of Omaha v. Professional Firefighters Assn.*, 309 Neb. 918, 963 N.W.2d 1 (2021).

4. Miscellaneous

Arbitration in Nebraska is governed by the Federal Arbitration Act if it arises from a contract involving interstate commerce; otherwise, it is governed by the Nebraska Uniform Arbitration Act. *City of Omaha v. Professional Firefighters Assn.*, 309 Neb. 918, 963 N.W.2d 1 (2021).

25-2614. Modification or correction of award.

(a) Upon application made within ninety days after delivery of a copy of the award to the applicant, the court shall modify or correct the award when:

(1) There was an evident miscalculation of figures or an evident mistake in the description of any person, thing, or property referred to in the award;

(2) The arbitrators have awarded upon a matter not submitted to them and the award may be corrected without affecting the merits of the decision upon the issues submitted; or

(3) The award is imperfect in a matter of form, not affecting the merits of the controversy.

(b) If the application is granted, the court shall modify and correct the award so as to effect its intent and shall confirm the award as so modified and corrected. Otherwise, the court shall confirm the award as made.

(c) An application to modify or correct an award may be joined in the alternative with an application to vacate the award.

Source: Laws 1987, LB 71, § 14.

Annotations

Pursuant to subsection (a) of section 25-2609, an arbitration award signed by only one of three arbitrators required to sign the award was defective in form but not in substance, and thus the parties were permitted to make application to modify or correct the award under subsection (a)(3) of this section. *Hartman v. City of Grand Island*, 265 Neb. 433, 657 N.W.2d 641 (2003).

Under subsection (a)(1) of this section, an "evident miscalculation of figures" occurs when there is a mathematical error in the arbitration award that is both obvious and unambiguous. *Jones v. Summit Ltd. Partnership Five*, 262 Neb. 793, 635 N.W.2d 267 (2001).

25-2615. Judgment or decree on award.

Upon the granting of an order confirming, modifying, or correcting an award, a judgment or decree shall be entered in conformity therewith and be enforced as any other judgment or decree. Costs of the application and of the proceedings subsequent thereto and disbursements may be awarded by the court.

Source: Laws 1987, LB 71, § 15.

25-2616. Repealed. Laws 2018, LB193, § 97.

25-2617. Application to court; procedure.

Except as otherwise provided, an application to the court under the Uniform Arbitration Act shall be by motion and shall be heard in the manner and upon the notice provided by law or rule of court for the making and hearing of motions. Unless the parties have agreed otherwise, notice of an initial application for an order shall be served in the manner provided by law for the service of a summons in an action.

Source: Laws 1987, LB 71, § 17.

25-2618. District court; jurisdiction; act; how construed.

(a) The term court shall mean any district court of this state. The making of an agreement described in section 25-2602.01 providing for arbitration in this state confers jurisdiction on the court to enforce the agreement under the Uniform Arbitration Act and to enter judgment on an award thereunder.

(b) Nothing in the Uniform Arbitration Act shall be construed to empower the Commission of Industrial Relations to order that any party under its jurisdiction submit to, or contract to submit to, arbitration.

Source: Laws 1987, LB 71, § 18; Laws 1997, LB 151, § 9.

Annotations

Jurisdiction over confirmation of arbitration awards is conferred upon the district court, and the county court has no such jurisdiction. *MBNA America Bank v. Hansen*, 16 Neb. App. 536, 745 N.W.2d 609 (2008).

25-2618.01. Small Claims Court; jurisdiction; when; transfer limited; appeal.

(a) Whenever the amount of a controversy subject to the terms of an otherwise valid arbitration agreement is within the jurisdiction of the Small Claims Court under section 25-2802, a party may submit the controversy to the Small Claims Court for ultimate resolution under sections 25-2801 to 25-2807.

(b) A controversy submitted to the Small Claims Court under this section shall not be transferred to the regular docket of the county court under section 25-2805.

(c) In all appeals involving cases submitted under subsection (a) of this section, the judgment shall be affirmed unless:

(i) The judgment was procured by corruption, fraud, or other undue means;

(ii) There was evident partiality or corruption by the judge or misconduct prejudicing the rights of any party;

(iii) The judge exceeded his or her powers;

(iv) The judge refused to postpone the trial upon sufficient cause being shown therefor, refused to hear evidence material to the controversy, or otherwise so conducted the hearing, contrary to the provisions of section 25-2606, as to prejudice substantially the rights of a party;

(v) There was no arbitration agreement and the issue was not adversely determined in proceedings under section 25-2603, and the party did not participate in the Small Claims Court hearing without raising the objection; or

(vi) The judge was subject to disqualification and failed, upon receipt of timely demand, to disqualify himself or herself as required by law.

Source: Laws 1997, LB 151, § 8.

25-2619. Venue.

An initial application shall be made to the court of the county in which the agreement provides the arbitration hearing shall be held or, if the hearing has been held, in the county in which it was held. Otherwise the application shall be made in the county where the adverse party resides or has a place of business or, if he or she has no residence or place of business in this state, to the court of any county. All subsequent applications shall be made to the court hearing the initial application unless the court otherwise directs.

Source: Laws 1987, LB 71, § 19.

25-2620. Appeals.

(a) An appeal may be taken from:

(1) An order denying an application to compel arbitration made under section 25-2603;

(2) An order granting an application to stay arbitration made under subsection (b) of section 25-2603;

(3) An order confirming or denying confirmation of an award;

(4) An order modifying or correcting an award;

(5) An order vacating an award without directing a rehearing; or

(6) A judgment or decree entered pursuant to the provisions of the Uniform Arbitration Act.

(b) The appeal shall be taken in the manner and to the same extent as from orders or judgments in a civil action.

Source: Laws 1987, LB 71, § 20.

Annotations

An order denying an application to vacate an arbitration award is not a final and appealable order; such an order may be reviewed upon an appeal from an order confirming the arbitration award. *Cinatl v. Prososki*, 307 Neb. 477, 949 N.W.2d 505 (2020).

When this section is silent regarding the appealability of an arbitration-related order, an appellate court looks to section 25-1902 to determine whether the order is final and appealable. *Cinatl v. Prososki*, 307 Neb. 477, 949 N.W.2d 505 (2020).

This section authorizes appellate jurisdiction to review certain arbitration-related orders, such as an order denying an application to compel arbitration or an order granting an application to stay arbitration. But this section does not address whether a party may appeal an order granting an application to compel arbitration or to stay judicial proceedings. Appellate jurisdiction to review an order compelling arbitration and staying the action is determined by looking to the general final order statute, section 25-1902. *Boyd v. Cook*, 298 Neb. 819, 906 N.W.2d 31 (2018).

An order compelling arbitration or staying judicial proceedings pending arbitration is a final order under the second category of section 25-1902. It affects a substantial right in an independent special proceeding because it disposes of all the issues presented. *Kremer v. Rural Community Ins. Co.*, 280 Neb. 591, 788 N.W.2d 538 (2010).

The list of appealable arbitration orders under this section is not exclusive. *Kremer v. Rural Community Ins. Co.*, 280 Neb. 591, 788 N.W.2d 538 (2010).

In reviewing a trial court's decision to vacate, modify, or confirm an arbitration award under Nebraska's Uniform Arbitration Act, an appellate court is obligated to reach a conclusion independent of the trial court's ruling regarding questions of law; however, the trial court's factual findings will not be set aside on appeal unless clearly erroneous. *Aramark Uniform & Career Apparel v. Hunan, Inc.*, 276 Neb. 700, 757 N.W.2d 205 (2008).

Under subsection (a)(5) of this section, an order which vacates an arbitrator's award without directing a rehearing is appealable, whereas an order which vacates an award and directs a rehearing is not appealable. *Nebraska Dept. of Health & Human Servs. v. Struss*, 261 Neb. 435, 623 N.W.2d 308 (2001).

25-2621. Act not retroactive.

The Uniform Arbitration Act applies only to agreements made subsequent to August 30, 1987.

Source: Laws 1987, LB 71, § 21.

25-2622. Act, how construed.

The Uniform Arbitration Act shall be so construed as to effectuate its general purpose to make uniform the law of those states which enact it.

Source: Laws 1987, LB 71, § 22.