

THE INSTITUTE *of* ARBITRATORS & MEDIATORS AUSTRALIA

ACN 008 520 045

ARBITRATORS • MEDIATORS • CONCILIATORS

LABOUR ARBITRATION RULES

Preamble

The preferred method of resolving a dispute between an employer and an employee or a group of employees is by direct on the job negotiation by the parties. The intervention of a third party mediator or arbitrator should be viewed as a 'last resort' means of resolving the dispute. Nevertheless there will be occasions on which all avenues of direct negotiation have been exhausted and progress towards resolution requires such third party intervention. These rules have been published to facilitate the mediation or arbitration of disputes where direct negotiations have not resulted in a resolution of the dispute.

Where provision is made in any award, industrial agreement or enterprise agreement, for the arbitration of disputes arising out of or in connection with such award or agreement, the parties may nominate in the award or agreement, or agree subsequently to the commencement of the dispute, that the hearing of such dispute be conducted in accordance with these 'Labour Arbitration Rules' as published by The Institute of Arbitrators & Mediators Australia (the Institute) or any subsequent revision of these rules as approved and published by the Institute.

These rules recognise that industrial disputes have a wide range of urgencies attached to them. At one end of the range are those applications for variations to agreements or settlement of disputes where the level of urgency is low and the matter can proceed on an orderly progression over a period of weeks or months rather than days. At the other end of the spectrum are those disputes where the well-being of an enterprise and/or its employees depend on a swift settlement of the dispute, with immediate commencement of the hearing and sittings of extended hours. In between these two limits there will be other disputes where the circumstances demand an accelerated procedure but not so accelerated as to require immediate or extended hours of sitting hearing. By judicious selection of rules from the options presented in these rules the parties can design a set of procedural rules, which will best suit the particular dispute and its surrounding circumstances. The Rules allow for settlement of disputes by arbitration, mediation or a combination of arbitration and mediation.

In every case the guiding principle should be that the procedures adopted will be most likely to result in a fair resolution of the dispute as promptly as is appropriate and at minimum cost to the parties.

1. Agreement of the parties

The parties to a dispute shall be deemed to have made these rules part of their dispute resolution agreement whenever :

- ◆ the award, industrial agreement or enterprise agreement stipulates that the Institute nominates the arbitrator/mediator
- ◆ the award, agreement or submission stipulates that the Institute's Labour Arbitration Rules apply or
- ◆ subsequent to the commencement of the dispute, the parties have agreed that these rules will apply
- ◆ the dispute is referred by a court or other tribunal to arbitration under these rules

These rules or any amendment thereof shall apply in the form as published by The Institute of Arbitrators & Mediators Australia at the same time the dispute is notified.

2. Name of the Tribunal

Any tribunal constituted by the parties under these Rules shall be called the Labour Arbitration Tribunal.

3. Administrator

When parties to a dispute agree to resolve a dispute using these Rules and an arbitration or mediation is notified they thereby authorise the Institute to administer the dispute resolving process. The authority and obligations of the administrator are as provided in the dispute resolution agreement and in these Rules.

4. Delegation of Duties

The duties of the Institute, as set out in these Rules will normally be delegated to the Chief Executive Officer but, to suit the circumstances of a particular dispute, the Institute may delegate its duties to a person duly appointed by the President of the Institute to so act.

5. List of Arbitrators/Mediators

The Institute has established a list of Labour Arbitrators/Mediators who have skills in an appropriate range of industries. The institute's intention is to have suitably qualified arbitrators/mediators resident in the area covered by each of the Institute's Chapters. The Institute shall appoint arbitrators/mediators from the list or as hereinafter provided. A listing of the Institute's arbitrators/mediators will be made available to parties on request.

6. Office of the Tribunal

Unless otherwise notified to the parties at the commencement of the dispute resolution process the office of the Labour Arbitration Tribunal will be the head office of the Institute. To suit the requirements of a particular dispute the Institute may assign the administration to any of its Chapter offices.

7. Initiation of Arbitration or Mediation under an Award, Industrial Agreement or Enterprise Agreement

Arbitration or Mediation under a dispute resolution clause in an Award, Industrial Agreement or Enterprise Agreement under these Rules may be initiated by either party in the following manner

- (a) by giving written notice to the other party that a dispute under the award or agreement exists and that the notifying party refers the dispute to arbitration or mediation under these Rules and further notifies the address of the Chapter of the institute with whom the copy of the notice has been filed. Such notice shall constitute a demand and shall contain a statement setting forth the nature of the dispute and the remedy sought and ;
- (b) by filing at any Chapter Office of the Institute a copy of the said notice a letter or facsimile together with a copy of the Award, Industrial Agreement or Enterprise Agreement or such parts thereof as relate to the dispute including the dispute resolution clauses and
- (c) by notifying, in the notice, the degree of urgency that attaches to the resolution of the dispute and the desired date for the commencement of the hearing

Filing of the above notices may be by hand delivery, postage or facsimile transmission to the parties and the Institute.

After the arbitrator is appointed no new or different claim may be submitted for hearing and determination by that arbitrator except with the consent of the Arbitrator and all parties.

8. Initiation of Arbitration or Mediation pursuant to agreement between the parties that these Rules should apply

The parties to any Award, Industrial Agreement or Enterprise Agreement may, subsequent to the occurrence of a dispute, agree that the dispute shall be resolved in accordance with these Rules, in which case, the dispute resolution process shall be initiated in the same manner as set out in clause 7 above.

9. Answer

The party upon whom the notice of dispute and reference to arbitration/mediation is served may file an answering statement with the Chapter Office of the Institute nominated in the notice within a period as set out below and file, contemporaneously, a

copy with the other party. If no answer is filed within the stated time the non-filing of an answer will constitute a denial of the claims. Failure to file an answer shall not operate to delay the arbitration/mediation. A responding party which does not file an answer within the stated time limit may file its answer at the hearing. The answer must be in writing and may be transmitted to the Institute and the other party by facsimile.

Times for filing the Answer

1. Disputes to which a low level of urgency has been assigned: up to 7 days
2. Disputes to which a high level of urgency has been assigned up to 24 hours

Once the answer is filed the matter is instituted and the process of arbitration or mediation shall proceed forthwith. This provision allows a very urgent dispute to reach a hearing within hours of notification of the dispute.

10. *Presumption of Single Arbitrator/Mediator*

An Award or Agreement shall be taken to provide for the appointment of a single arbitrator/mediator unless the Award or Agreement otherwise provides or the parties otherwise agree in writing. In these Rules reference to an arbitrator in the singular shall be taken as referring to arbitrators in the plural when more than one arbitrator is appointed.

Should the parties desire to have the benefit of a group judgement, they may agree that the case be heard and determined by a panel of three arbitrators to be appointed by the Institute. The three arbitrators, so appointed, shall comprise the tribunal and the three shall elect one of their number to act as chairman of the tribunal.

11. *Appointment of Arbitrators/Mediators*

If the parties have not appointed an arbitrator in the Award, Industrial Agreement or Enterprise Agreement or in a subsequent agreement (prior to filing the notice of dispute with the Institute), the Chief Executive Officer of the Institute shall appoint an arbitrator/mediator (or three, if the parties have agreed to a panel of three arbitrators) from the Institutes panel as soon as possible after the filing of the notice of dispute and demand with the Institute and advise the parties accordingly. Where the arbitrator has been agreed by the parties prior to the filing of notice of dispute and demand with the Institute the name, address and telephone number of the agreed arbitrator must be included in the notice to the Institute.

If the Award or Agreement specifies a period of time, with in which an arbitrator/mediator shall be appointed by agreement between the parties and such appointment is not made within the so specified time, the Institute may appoint the arbitrator/mediator.

If the Award or Agreement specifies that appointment of the arbitrator/mediator will be by agreement between the parties and no time limit for such appointment is set down, the Institute shall notify the parties to make the appointment and if, within 7 days thereafter, such appointment has not been made, the Institute shall forthwith make the appointment.

12. Appointment of a third Arbitrator by Party appointed Arbitrators

Where the Award or Agreement requires a panel of arbitrators or the parties have agreed in writing that the dispute should be resolved by a panel of arbitrators, with each party appointing one arbitrator, each party must, within the time limits set out in 11 above, appoint an arbitrator. The arbitrators so appointed shall within the time limit specified in the Award or Agreement appoint a third arbitrator, who, together with the party appointed arbitrators, shall constitute the Tribunal and who shall act as a chairperson of the Tribunal. In the event that the party appointed arbitrators do not appoint a third arbitrator and notify the Institute of such appointment within the specified time limit or any extension of that time agreed by the parties, the Institute may appoint the third arbitrator.

If no period of time for the appointment of a third arbitrator is included in the Award or Agreement, the Institute shall notify the party appointed arbitrators to make the appointment and, if, within seven days thereafter, such third arbitrator has not been appointed, the institute shall forthwith appoint such third arbitrator.

If the parties have agreed that the party appointed arbitrators shall appoint a third arbitrator from the Institute's panel, the Institute shall furnish to each party appointed arbitrator identical lists of persons drawn from the Institute's panel of Labour Arbitrators together with such biographical data that may be held by the Institute in its panel listings.

Within the time limit set in the Award or Agreement, or, failing the setting of a time limit in the Award or Agreement, seven days, each party appointed arbitrator shall cross off any names to which he/she objects and number the remaining names to indicate the order of preference and return the marked list to the Institute. If the party appointed arbitrator does not return the marked list in the time specified, all persons named therein shall be deemed equally accepted to him/her.

From among the persons who have been approved on both lists and by taking note of the preferences listed by the party appointed arbitrators the Institute shall invite an arbitrator to serve as the third arbitrator.

If the party appointed arbitrators fail to agree on any of the persons named or if those agreed persons decline or are unable to act or, if for any other reason, the appointment cannot be made from the submitted list, the Chief Executive Officer of the Institute shall have the power to make the appointment from among other members of the panel without submission of any additional lists.

Forthwith, upon the appointment of a third arbitrator, the institute shall be notified of the name and pertinent details of the appointee if the appointment has been made by the party appointed arbitrators or the parties and the party appointed arbitrators shall be notified if the appointed has been made by the Institute.

It is important that party appointed arbitrators do not try to act as advocates for the party appointing them. They must act as objective arbitrators. The chairperson of the tribunal shall have the power to prevent a party appointed arbitrator from acting as an advocate.

13. Declaration by parties that they will be bound by the Arbitrators determination

Before the Arbitrator or panel of Arbitrators agree to accept appointment they should require a formal written declaration from both parties, endorsed by those affected by the dispute, that the arbitrators determination will be accepted by both parties and that they will be bound by that determination, subject only to any appeal that may be allowed by law in the prevailing jurisdiction.

14. Qualification of Neutral Arbitrator/Mediator

The neutral arbitrator/mediator appointed by the Chief Executive Officer will, if possible be experienced in the resolution of labour disputes in the industry/industries involved in the dispute or allied industries and shall have no financial or personal interest in the result of the arbitration/mediation unless the parties, in writing, waive such disqualification.

15. Disclosure by Arbitrator of Conflict of Interest

Prior to accepting appointment as neutral arbitrator, the prospective arbitrator shall disclose to the Institute any circumstances likely to create a presumption of bias or that the arbitrator believes may disqualify him or her from acting. Upon receipt of such information, the Institute shall immediately disclose it to the parties. If either party declines to waive (in writing) the presumptive disqualification and the prospective arbitrator declines the appointment the vacancy thus created shall be filled in accordance with the procedures for appointment set out in Rule 1 above.

16. Vacancies

If a neutral arbitrator should resign, die, withdraw, refuse, be unable, or be disqualified from performing the duties of office, the Institute shall, on submission of proof of inability to proceed which satisfies it or that inability, declare the office vacant. Vacancies shall be filled in the same manner as set out above for the making of the original appointment, and the matter shall be re-heard by the new arbitrator.

17. Place for the Hearing

The parties may agree upon the place where the arbitration hearing/mediation is to be conducted. If the place is not designated in the Award or Agreement or Submission, and, if there is a dispute as to the appropriate place, taking into account the convenience of the parties and the costs attendant on the alternative places and its decision shall be binding on the parties.

18. Time and Place of Hearing

The arbitrator/mediator shall fix a time and address (within the limits of the agreed place) for each hearing. At least five days prior to the commencement of a hearing the Institute shall mail or transmit by facsimile, notice of the time and place of hearing to each party. Alternatively, in disputes with a high level of urgency, the notice given shall be filed within an agreed shorter time.

19. Sitting Hours

The hours of sitting as the hearing shall not be constrained to Court hours but can be varied by the arbitrator/mediator to suit the urgency of the dispute resolution and the wishes of the parties. Greatly extended sitting hours shall only be ordered when the arbitrator is satisfied that the level of urgency requires such extended hours in order to provide justice to the parties.

20. Representation of the Parties at Hearings

Parties to an arbitration/mediation may, with leave of the arbitrator/mediator be represented at the hearing by :

- ◆ Himself/herself or, if a party is a corporation or association, by any officer of such corporation or association, or
- ◆ A legal practitioner, or
- ◆ An advocate with legal training, or
- ◆ An advocate without legal training

provided that in disputes where one party is an employee with limited financial resources and the services of a publicly funded employee advocate is not available, the representation of both parties by themselves or, in the case of an employer by an officer of the employer who is not a legally qualified person, is to be fully explored before permission is given for legal representation of the parties. If, in such a case, legal representation is allowed, the Tribunal must endeavour, without compromising its neutrality, to ensure that the unrepresented party is aware of his or her basic rights at the hearing.

21. Stenographic Record

Any party wishing a stenographic record to proceedings shall make arrangements at its own expense directly with the reporting service and shall notify the other parties and the arbitrator of such arrangements in advance of the hearing. If such transcript is

agreed by the parties to be, or in appropriate cases determined by the arbitrator to be, the official record of the proceedings, it must be made available to the other party and the arbitrator for inspection, at a time and place determined by the arbitrator. In cases where both parties are going to use the transcript they may come to a cost sharing agreement.

22. *The Arbitration Hearing*

The arbitrator may conduct the arbitration proceedings in such manner as he thinks fit and, in particular, he/she may in his/her absolute discretion direct that procedures aimed at shortening proceedings and minimising costs be adopted. Included in those procedures which the arbitrator and the parties should consider are:

- ◆ ***Evidence by Affidavit and Agreed Documents*** : The arbitrator may receive and consider the evidence of witnesses by affidavit. Deponents of affidavits should be available for cross-examination the hearing of the other party. The arbitrator should give such weight to such affidavit evidence as seems proper to him after consideration of any objection made to its admission and the availability of the deponent for cross-examination. Documents and reports, on which the parties are going to rely, are to be exchanged by the parties prior to the hearing and as many as is possible should be incorporated in a bundle of agreed documents which bundle is tendered as evidence at the beginning of the hearing.
- ◆ ***Waiver of Oral Evidence***: The parties may provide, by written agreement, for the waiver of oral evidence.
- ◆ The Opening and Closing Addresses limited in time.
- ◆ ***No Hearing***: All evidence and addresses can be reduced to writing and the Arbitrator reaches his findings purely on the written material submitted to him/her.
- ◆ The number of witnesses of fact and witnesses of opinion limited by agreement.
- ◆ No transcripts or Briefs.
- ◆ All steps be taken within strict time limits.

Which, if any of the above steps are adopted will depend on the circumstances of the dispute in question. Once agreed, the arbitrator should make the procedures an order of the arbitration and they can then only be varied by order of the arbitrator.

23. *Attendance at Hearings*

Representatives of the parties and the parties themselves are entitled to attend hearings. In the event that more people want to attend the hearing that can be accommodated in the agreed venue, the Arbitrator, at his absolute discretion, can rule on the maximum number of representative of each party, other than witnesses, who are to be admitted to the hearing room. The arbitrator shall have the power, on

application by a party, to require the retirement from the hearing room of any witness or witnesses during the testimony of other witnesses.

24. Adjournments

The arbitrator, for good cause shown, may adjourn the hearing upon the request of a party or upon his/her own initiative, and shall adjourn when all of the parties agree thereto.

25. Oaths

The arbitrator may require witnesses to testify under oath and shall do so if required by law or requested by either party.

26. Majority Decision

Whenever there is more than one arbitrator, all decisions of the arbitrators shall be by majority.

27. Arbitration in the Absence of a Party

Unless the law provides to the contrary, the arbitration may proceed in the absence of any party who, after due notice of the hearing delivered to the address nominated by the defaulting party, fails to present or fails to obtain adjournment. A determination shall not be made in favour of one party solely because the other party fails to attend. The arbitrator shall require the attending party to submit such evidence as may be required to satisfy the making of a determination.

28. Evidence

The parties may offer such evidence as they desire, provided it is within the confines of any limitations agreed by the parties and ordered by the arbitrator under the provisions of Rule 22, and shall produce such additional evidence as the arbitrator may deem necessary to an understanding and determination of the dispute. The arbitrator shall be the judge of the relevance and materiality of the evidence and conformity with the legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of all of the arbitrators and all of the parties except where any of the parties is absent in default (Rule 27) or has waived the right to be present.

29. Filing of Documents

All documents that are not filed with the arbitrator at the hearing, but are arranged, by agreement of the parties at the hearing, to be submitted subsequent to the hearing, shall be filed with the Institute for transmission to the arbitrator. All parties shall be afforded the opportunity to examine such documents and to request that the hearing be reconvened so that the arbitrator can be addressed on the documents and, if necessary, further evidence on the documents be called.

30. Inspection

Whenever the arbitrator deems it necessary or a party requests it, he/she may make an inspection in connection with the subject matter of the dispute after written notice to the parties, who may, if they so desire, be present at such inspection. The arbitrator must communicate any conclusions that he reaches as a result of an inspection to the parties so that they can address him on those conclusions.

31. Closing of Hearing

Where briefs or other documents are to be filed following the completion of formal hearing, the hearing of the matters shall be declared closed as of the final set by the arbitrator for the filing of such briefs and documents with the Institute. The time limit within which the arbitrator is required to publish his determination shall commence to run, in the absence of agreement otherwise, upon the close of hearing.

32. Re-opening of the Hearing

The hearing may, for good cause shown, be re-opened by the arbitrator at his discretion or upon the motion of either party at any time before the arbitrator's determination is published but, if the re-opening of the hearing would prevent the publication of the determination within the time agreed upon by the parties to the /Award or Agreement out of which the dispute has arisen, the hearing may not be re-opened unless both parties agree upon the extension of such time or the arbitrator orders such re-opening. If the arbitrator orders the re-opening of the hearing and no time for publishing his determination is included in the agreement the arbitrator shall have thirty days (or such shorter time as is agreed by the parties) from the closing of the re-opened hearing within which to publish his determination.

33. Waiver of rules

Any party who proceeds with the arbitration/mediation after knowledge that any provisions or requirement of these Rules, except the time for publication of the arbitrator's determination. The Institute shall notify the parties of any such extension of time and its reasons for such extension.

34. Extension of Time

The party who proceeds with the arbitration/mediation after knowledge that any provision or requirement of these Rules, except the time for publication of the arbitrator's determination. The Institute shall notify the parties of any such extension of time and its reasons for such extension.

35. Serving of Notices

Each party to a submission or other agreement that provides for arbitration under these Rules shall be deemed to have consented that any papers, notices or process necessary or proper for the initiation or continuation of an arbitration/mediation under these Rules, or for any court action in connection therewith, or for any entry of judgement on a determination made thereunder, may be served upon such party by mail or facsimile transmission addressed to such party or its legal representatives at the last known address or facsimile number or by personal service, within or without the State wherein the arbitration/mediation is held.

36. Determination by Majority

Whenever there is more than one arbitrator, the determination shall be made by a majority of arbitrators unless the concurrence of all is expressly required by the terms of the Award or Agreement.

37. Time of Arbitrator's Determination

The arbitrator's determination shall be published promptly by the arbitrator and, unless otherwise agreed by the parties or specified by law, no later than thirty days from the date of closing of the hearing or, if oral hearings have been waived, within thirty days of the date of filing the final statements and proofs with the Institute.

38. Form of Arbitrator's Determination

The determination shall be in writing and shall be signed either by the arbitrator if there is only one arbitrator or by a concurring majority, if there is more than one arbitrator. the determination shall be accompanied by written reasons for the determination unless the parties agree that there should be no reasons and convey this agreement to the arbitrator, in writing and signed by both parties, prior to the publication of the determination.

39. Determination upon Settlement

If the parties settle their dispute during the course of the arbitration, the arbitrator may, upon the parties request, set forth the terms of the agreed settlement in consent determination.

40. Publication of the Arbitrator's Determination

The arbitrator shall publish his/her determination to the parties by the mailing by the Institute of the determination (and reasons) or a true copy thereof by certified mail to the parties at their nominated addresses, or to their legal representatives or by personal service to the parties or their legal representatives, or by filing of the determination (and reasons) in any other manner that may be prescribed by law.

The power of the arbitrator ends with the publication of the arbitrator's determination.
In legal terms he/she is

functus officio after the determination is signed. Except as provided below, a determination may not be changed by the arbitrator once it is signed unless the parties mutually agree to reopen the case and restore the arbitrator's power. Unless a contrary intention is expressed in the agreement to arbitrate, the arbitrator shall, however, have the power to correct in a determination any clerical mistake or error arising from any accidental slip or omission.

41. Release of Documents for Judicial Proceedings

The Institute shall, upon the written request of a party, furnish to such party, at its expense, certified copies of any papers in the Institute's possession, that may be required for judicial proceedings relating, to the arbitration.

42. Judicial Proceedings and Exclusion of Liability

- (a) Neither the Institute nor any arbitrator in a proceeding under these Rules is a necessary party in judicial proceedings relating to the arbitration.
- (b) Neither the Institute nor any arbitrator shall be liable to any party for any act or omission in connection with any arbitration conducted under these Rules.

43. Mediation

An arbitrator, under these Rules, has the power to order the parties to attempt resolution of the dispute by mediation by a third party other than the arbitrator.

When the parties to a dispute elect to attempt resolution of the dispute by mediation or an arbitrator, during the progress of an arbitration, orders the parties to attempt resolution of their differences by mediation, the parties will appoint a mediator. Failing agreement on the appointment of a mediator they shall request the Institute to appoint a mediator from the list of mediators. The mediator, so appointed, will not have the power to determine the dispute or publish his determination. He will as a facilitator to ensure that :

- ◆ the issues are properly defined
- ◆ the parties understand the issues
- ◆ obstacles to communication between the parties are removed
- ◆ the parties understand their positions in the terms of the Award or Agreement
- ◆ the parties fully explore all positions of compromise which may lead to a resolution of the disputes
- ◆ the parties have taken all reasonable steps to reach a resolution

The mediator will not be required to reach any conclusion nor will he be required to publish any findings or determinations. If, however, the parties resolve the disputes. he will be available, if required, to assist the parties in the committal of their resolution to writing.

44. Administrative Fees

The Institute shall prescribe an administrative fee schedule to compensate it for the cost of providing administrative services. The schedule in effect at the time of filing the notice of dispute and demand shall be applicable.

45. Compensation of Arbitrator

The arbitrator shall be compensated at a fee prescribed in a scale of fees published by the Institute for every hour that he/she engages him/herself on the dispute resolution process including attendance at preliminary conferences and hearings and time spent travelling and in the writing and publication of the determination. In addition he/she shall be reimbursed for all necessary expenses including travel, accommodation, secretarial assistance, legal or technical advice, postage and communication expenses etc. Such compensation shall be payable whether or not the arbitration proceeds to a hearing and a determination.

The arbitrator shall be entitled to a fee calculated as one half the anticipated fee for the hearing, if the these Rules shall be allocated to the parties as follows :

1. Witness expenses shall be paid by the party calling the witness
2. Each party to an arbitration/mediation shall bear their own costs of preparing for the hearing and representation at the hearing unless the parties have agreed otherwise or the arbitrator, in the interest of justice to the parties, directs in his/her determination that such expenses, or any party thereof, be borne by a specific party.
3. The costs of the arbitration/mediation shall be shared equally by the parties unless they have agreed otherwise or the arbitrator, in the interest of justice to the parties, directs in his/her determination that such expenses, or any part thereof, be borne by a specific party. Such costs include arbitrator's fees and expenses, travelling expenses, accommodation expenses, administrative fees, secretarial expenses, postage and telecommunication expenses, meeting room expenses, photocopying, legal or technical advice, expenses of witnesses called at the direct request of the arbitrator and the cost of any proof produced at the direct request of the arbitrator.

47. Communication with the Arbitrator

There shall be no communication between the parties and the arbitrator other than at the hearing. Any other oral or written communication between the parties and the arbitrator shall be directed to the Institute for transmittal to the arbitrator.

48. Interpretation and Application of Rules

The arbitrator shall interpret and apply these Rules insofar as they relate to the arbitrator's powers and duties. When there is more than one arbitrator and a difference arises among them concerning the meaning or application of the Rules, it shall be decided by majority opinion the chairman of the Tribunal or either party may refer the question of interpretation to the Institute for final decision.

All other Rules shall be as interpreted by the Institute.