

**AWARD**

**OF**

**THE ARBITRATION TRIBUNAL**

**OF**

**THE REPUBLIC OF THE FIJI ISLANDS**

**NO. 37 OF 2006**

NO. 37 OF 2006

**INTERPRETATION**

of

**AN AWARD**

In the Dispute Between

**VITI NATIONAL UNION OF TAUKEI WORKERS**

and

**LAND TRANSPORT AUTHORITY**

VNUTW: Mr T Tabu  
LTA: Mr V Vosarogo

**DECISION**

In Award No.63 of 2005 dated 14 November 2005, the Tribunal settled a dispute between the Viti National Union of Taukei Workers (the Union) and the Land Transport Authority (the Authority) concerning the termination of employment of Ms Elina Ledua (the Grievor).

By letter dated 19 April 2006 the Union wrote to the Tribunal requesting an interpretation of that Award.

The application was listed for mention on 28 April 2006. As there was no appearance by or on behalf of the Authority, the application was relisted for mention on 26 May 2006. On that day the Tribunal indicated to the parties that it would first determine whether there was a proper application for interpretation or whether the material raised an issue which should more appropriately be reported as a fresh trade dispute.

A party to a dispute may make an application for an interpretation of the Award which settles that Dispute pursuant to section 27(1) of the Trade Disputes Act Cap 97 which states:

***"If any question arises as to the interpretation of any award of a Tribunal, .....any party to the Award may apply to the Tribunal for the determination of such question, and the Tribunal shall decide the matter either after hearing the parties, or without hearing the parties if it thinks fit....."***

The Tribunal has consistently taken the view that the process of Interpretation is one which involves a determination as to the true meaning of the Award or any part of it.

The Union's letter indicated that following the publication of Award No.63 of 2005, the Grievor was re-instated on 28 November 2005. However, her employment was again terminated by the Authority on 2 March 2006. The Union alleges that the termination was contrary to the collective Agreement which it is claimed formed part of the Grievor's contract of service. The Union basis its claim on the decision set out in Award No.63 of 2005. In the letter the Union then asserted that the Grievor should be re-instated.

It is apparent to the Tribunal that the application is not an application for an interpretation of the Award. There is no issue identified by the Union which would involve the Tribunal embarking on a process of determining the true meaning of the Award or any part of it.

The Tribunal considers that the matters raised by the Union amount to a fresh trade dispute. It will be necessary for the relevant facts of the dispute to be identified and proved. Submissions will be required as to what were the terms and conditions of the contract of service at the date of termination of employment.

These matters should be dealt with according to the dispute resolution process set out in the Trade Disputes Act. This can only occur if the matter is reported as a trade dispute.

As a result the Tribunal has concluded that the application does not fall within section 27 of the Trade Disputes Act and is dismissed.

**DATED** at Suva this 27<sup>th</sup> day of June 2006.

  
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**ARBITRATION TRIBUNAL**