

**INDUSTRIAL DISPUTES TRIBUNAL**  
**Dispute No: IDT 22/2019**

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**SETTLEMENT OF DISPUTE**

**BETWEEN**

**JAMAICA URBAN TRANSIT COMPANY LIMITED**

**AND**

**MS. KEISHA ROBINSON**

***AWARD***

**I.D.T. DIVISION**

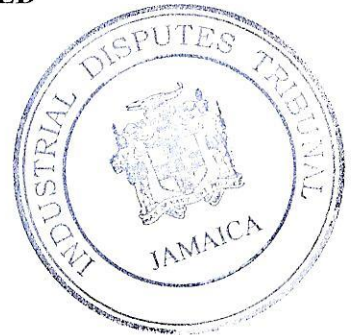
**MR. ERROL MILLER, JP - CHAIRMAN**

**MR. ERROL BECKFORD - MEMBER**

**MRS. CHELSIE SHELLIE-VERNON - MEMBER**

**SEPTEMBER 16, 2025**

**INDUSTRIAL DISPUTES TRIBUNAL**  
**AWARD**  
**IN RESPECT TO**  
**AN INDUSTRIAL DISPUTE**  
**BETWEEN**  
**JAMAICA URBAN TRANSIT COMPANY LIMITED**  
**(THE COMPANY)**  
**AND**  
**MS. KEISHA ROBINSON**  
**(THE AGGRIEVED)**



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**REFERENCE**

The Honourable Minister of Labour and Social Security, by letter dated June 21, 2019, and in accordance with Section 11A (1) (a) (i) of the Labour Relations and Industrial Disputes Act (hereinafter called “the Act”) referred to the Industrial Disputes Tribunal for settlement, in accordance with the following Terms of Reference, the industrial dispute described therein:

*“To determine and settle the dispute between Jamaica Urban Transit Company on the one hand and Ms. Keisha Robinson on the other hand over the termination of her employment.”*

After considering an objection to the Terms of Reference by the Company, The Honourable Minister of Labour and Social Security, by letter dated September 30, 2022, returned the Terms of Reference as follows:

*“To determine and settle the dispute between Jamaica Urban Transit Company Limited on the one hand, and Ms. Keisha Robinson on the other hand, over the termination of her employment”.*

**DIVISION:**

The division of the Tribunal which was selected in accordance with Section 8(2) (c) of the Act and which dealt with the matter comprised:

Mr. Errol Miller, JP	-	Chairman
Mr. Leslie Hall, JP	-	Member, Section 8(2) (c) (ii)
Mrs. Chelsie Shellie Vernon	-	Member, Section 8(2) (c) (iii)

**REPRESENTATIVES OF PARTIES:**

The **Company** was represented by:

Mr. Matthew Royal	-	Attorney-at-Law
Mr. Jovan Bowes	-	Attorney-at-Law
Ms. Kimberlee Dobson	-	JUTC Legal Officer
Miss Shackeba Johnson	-	Manager, Industrial Relations

The **Aggrieved** was represented by:

Mr. John Levy	-	Industrial Relations Consultant
Mr. Robert Harris	-	Industrial Relations Consultant

In attendance:

Ms. Keisha Robinson	-	Aggrieved Worker
Mrs. Sandreca Mason	-	Aggrieved Worker

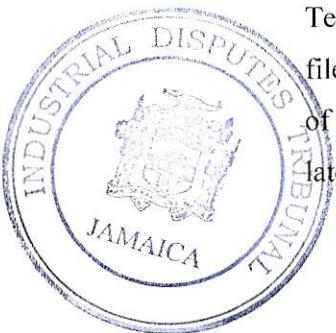


**SUBMISSIONS AND SITTINGS:**

A sitting was held January 14, 2020 where the Company objected to the Terms of Reference and the Ministry of Labour was asked to consider amending same. The Terms of Reference were returned to the Tribunal by letter dated September 30, 2022 and by that time, changes were made to the original Members of the Panel and the matter begun de novo. Briefs were submitted by both parties and oral and written submissions made during 14 (fourteen) Sittings held March 1, 2023 to October 15, 2024. The parties agreed to hear this dispute along with IDT 21/2019 - Jamaica Urban Transit Company Limited vs. Mrs. Sandreca Mason.

## **BACKGROUND**

1. Jamaica Urban Transit Company Limited (JUTC) is a limited liability company duly incorporated under the laws of Jamaica with its principal offices situated at Michael Manley Drive, P.O. Box 575, Twickenham Park, Spanish Town, St. Catherine. The JUTC is a public transportation company, wholly owned and operated by the Government of Jamaica providing structured transportation service within the Kingston Metropolitan Region and is an agency of the Ministry of Transport and Mining (renamed Ministry of Science, Energy, Telecommunications and Transport).
2. Ms. Keisha Robinson is a former employee of the JUTC, who was initially employed in April 2000 and served in several capacities within the Company. She accepted a fixed term contract from the Company in 2015 and her last role was Depot Operations Manager.
3. Ms. Robinson was advised by the Company that her fixed term contract of employment would expire in August 2018 and that she would not be offered a new contract when it expires. She was dissatisfied with the decision of the Company and registered the matter as a dispute. Efforts at both the local level and through the conciliatory process at the Ministry of Labour and Social Security failed to resolve the matter. As a consequence, the dispute was referred to the Industrial Disputes Tribunal for determination and settlement by the Hon. Minister in accordance with Section 11A (1) (a) (i) of the Labour Relations and Industrial Disputes Act.
4. The Tribunal invited the parties to submit Briefs and to attend Sittings convened to hear the matter. At the first Sitting on January 14, 2020, the Company objected to the Terms of Reference. The disputed Terms of Reference were returned to the Ministry for review. Briefs were subsequently submitted by both parties.
5. By letter dated September 30, 2022, the Tribunal was informed by the Ministry that the Terms of Reference were reviewed but were not disturbed. The Company subsequently filed a claim in the Supreme Court seeking leave to apply for certiorari to quash the decision of the Minister and to stay the proceedings before the Tribunal. However, the Tribunal was later furnished with a Notice of Discontinuance dated July 13, 2023, by the Supreme Court,



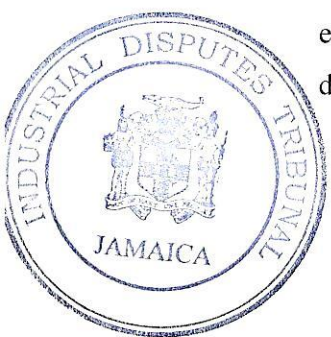


advising that the Company had withdrawn the Claim before the Court. As a result, the Tribunal began hearing the matter. At the Fifth Sitting on October 9, 2023, the Company made its opening submission during which it applied for several documents to be accepted as Exhibits by the Tribunal. It also advised that it would be relying on the Exhibits to establish its case.

6. The Company submitted that in light of the agreed Exhibits and the presentation contained in its Brief, it would not be calling any witness but that it reserved the right to cross-examine any witness and to make a closing submission. The representative for the Aggrieved agreed with the approach and the Company commenced its case thereafter.

### **CASE OF THE COMPANY**

1. The Company, in its submission, stated that Ms. Keisha Robinson was engaged by JUTC on an open-ended contract effective April 14, 2000, as an Inspector and thereafter, served in several capacities, the last role being Chief Dispatcher.
2. Ms. Robinson was advised by letter dated August 11, 2015, of a change to her terms and conditions of employment from an open-ended to a three-year fixed term contract effective August 3, 2015. She was also advised of the applicable payments on the termination of her open-ended contract. These payments included an ex-gratia payment for the period April 14, 2000 to August 2, 2015, payment in lieu of notice and payment for unused vacation leave up to August 2, 2015 (**Exhibit 10**).
3. By letter dated October 5, 2015, the Company advised Ms. Robinson that a Payment Plan in respect of the termination of her open-ended contract was formulated by the Finance Department and that payments would be made in two tranches commencing October 25, 2015 (**Exhibit 11 & 11A**).
4. By letter dated September 2, 2015, (**Exhibit 12**) Ms. Robinson was offered the position of Depot Operations Manager subject to her agreement to the terms and conditions of employment. She was invited to signify her acceptance by signing and returning the duplicate of the letter. On that same date, she was provided with a three-year fixed term



contract as Depot Operations Manager for the period August 3, 2015 to August 2, 2018 **(Exhibits 12A)**.

5. By letter dated February 16, 2017, **(Exhibit 13)**, Ms. Robinson was advised that the three-year Fixed Term Contract would expire on August 2, 2018. The letter further stated that based on a directive of the Board, an assessment of her performance would be conducted three months prior to the expiration of the contract, and she would subsequently be advised whether her contract with JUTC would be renewed.
6. The Company conducted a Performance Appraisal for Ms. Robinson for the period July 24, 2017 to March, 2018. **(Exhibit 14)**.
7. JUTC wrote to Ms. Robinson by letter dated May 3, 2018 informing her that she will not be offered a new contract when the current one (August 3, 2015 to August 2, 2018) expires and that August 2, 2018, will be treated as the final day of her contractual obligations with the Company. **(Exhibit 15)**. In a letter dated May 25, 2018 **(Exhibit 16)**, the Company wrote to Ms. Robinson accepting her decision to discontinue employment during her notice period. She was further advised of the following payments:
  - i. Salary up to May 3, 2018
  - ii. 36 days unused vacation
  - iii. 3 month's salary in lieu of Notice
  - iv. Gratuity payment of 25% of basic salary, based on satisfactory performance
  - v. Mileage claim
8. The Company submitted that Ms. Robinson took issue with the position of the JUTC not to renew her employment despite the terms of the Contract of Employment. It contends that Ms. Robinson opted to discontinue her employment during her notice period. It further contends that Clauses 3.2 and 3.3 of the Fixed Term Contract provided that:
  - a. Ms. Robinson's engagement was for a fixed term of three years effective August 3, 2015,
  - b. The terms of the engagement are deemed to be completed on the last day of service unless, by mutual agreement, the period is extended, and



- c. Renewal of the contract is not automatic.



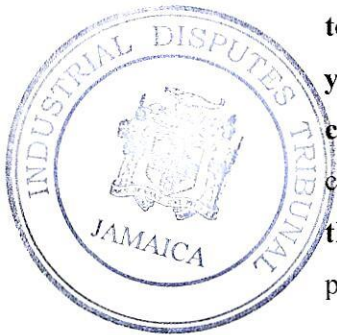
**CASE FOR THE AGGRIEVED**

9. Ms. Robinson contends that her employment was terminated in a most unjustified and unfair manner.
10. Mr. Kirk Finnikin was the first witness to testify on behalf of Ms. Robinson. He stated that he was employed to the JUTC between September 1998 and June 2017. He occupied several positions in the Company, the last being Deputy Managing Director for Operations before he demitted office. He indicated that reporting to him were General Managers who in turn supervised Managers such as the Depot Operations Managers, Maintenance Managers, Human Resources (HR) Manager.
11. Mr. Finnikin said he did not directly supervise Ms. Robinson as she reported to a General Manager and as a consequence, reports on her performance would have been directed to HR. However, information provided at management meetings indicated positive feedback on her performance.
12. He described his familiarity with the Performance Appraisal System and the value of the scores ranging from 1 to 5, with 5 being the highest. He said that a score of 3 means that one has met the standard.
13. Following the examination in chief of Mr. Finnikin, the Company advised that it had no questions in cross-examination.
14. Mr. Collington (Colin) Campbell was the second witness called by the Aggrieved. He was employed as Managing Director of the JUTC between August 13, 2013 and August 12, 2016. He was responsible for the overall management and operations of the Company reporting to a Board of Directors appointed by the Government of Jamaica.
15. He said that during his tenure as Managing Director, the cadre of drivers expanded and consequently the supervisory position of Traffic Manager was upgraded and retitled as



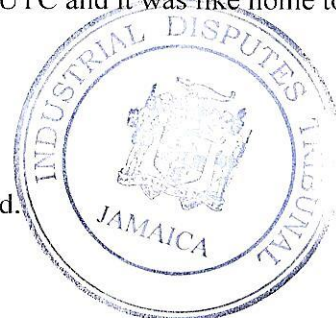
Depot Operations Manager. This also necessitated an expansion in the number of transport centres.

16. Mr. Campbell said that the Company had 15 levels. He testified that based on a directive from the Ministry of Finance, Levels 12 -15 were required to be on Fixed Term Contracts; a position with which he was never in agreement. He said that as a consequence, persons were unwilling to give up their permanent status in order to accept promotions on fixed term contracts to these levels. He said that the Company required someone to fill a vacancy in the new downtown transportation centres and Ms. Robinson was identified as a suitable candidate. He recalled that she was reluctant to accept the position, but he assured her that her career at the Company would be safe on the basis of her performance. She agreed and was engaged as Depot Operations Manager for the downtown hub.
17. Mr. Campbell testified that there was **“only one tool for the renewal of a contract... and that is the performance evaluation or performance appraisal. There is no other tool”**. He said further that **“if you don’t perform well, below the score, you are gone. If you are above the score then there is a renewal expectation on both the part of the company and the employee”**. He explained that his understanding of Clause 3.3 of her contract which says **“Renewal of this contract while not automatic will be subject to the requirement for the continuation of service”**; the requirement being a successful performance score and nothing else.
18. Mr. Campbell explained that the score of 3.8 in Ms. Robinson’s evaluation for the period July 24, 2017 to March 2018 means “meet expectation” and if rounded up “exceeding expectation”. He said there was nothing else to the score.
19. Ms. Robinson also provided evidence to support her case. She said that she was employed to JUTC in April 2000 as an Inspector and remained in that role for fifteen years. She said in 2015, she was called by Mr. Colin Campbell, Managing Director, and in a discussion in which Mr. Kirk Finniken, Ms. Elaine Hall, Human Resources Manager, and Mr. Neville Francis, General Manager, were present, she was told that the Company needed persons with experience and skills to move it forward. She was advised about the positions of Depot Operations Manager and asked if she was interested.





20. Ms. Robinson said that she was concerned about moving from a permanent position to a Fixed Term Contract. However, she was assured that once the need existed for the position and performance measured by appraisals meets the expectations of the position, she had nothing to worry about. She said she took this as “gospel” and accepted a three-year Fixed Term Contract effective August 3, 2015.
21. She said that a number of Appraisals were done which were favourable; the last one was for the period July 24, 2017 to March 2018 in which she was scored at 3.8.
22. Ms. Robinson said that she received a letter from the Company dated February 16, 2017, advising her that her contract would expire on August 2, 2018 and that in keeping with a directive from the Board, an assessment of her performance would be done at least three months prior to its expiration following which she would be advised whether or not her contract would be renewed. She said she was not concerned nor disturbed by the letter because based on her performance and the constant appraisal by her supervisor, it was just another communication to her.
23. She said she understood Clause 3.3 of her Contract of Employment to say there was no guarantee about renewal of the contract when it expired but that based on the conversation she had, the need for the position and her good performance appraisals, she would be okay and her services would continue.
24. She was eventually advised by letter dated May 3, 2018, that she will not be offered a new contract when the current one expires and that August 2, 2018, would be treated as the final day of her contract.
25. Ms. Robinson said that the termination affected her financially and emotionally. She said she subsequently found new employment, but her earnings were inferior to that at the JUTC. She said that she would be prepared to return to the JUTC and it was like home to her.
26. She therefore contends that:
- a. The termination of her services was unfair and unjustified.

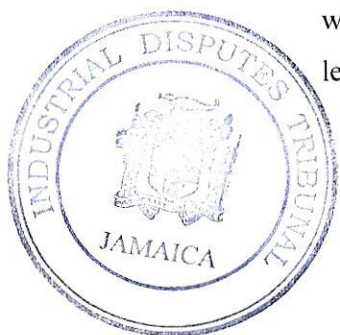


- b. There was no prior consultation regarding her performance before her termination.
- c. The Company has not stated the exact reason for the termination of her services.

### **ANALYSIS BY THE TRIBUNAL**

#### **WHETHER THE CONTRACT OF EMPLOYMENT OF MS. KEISHA ROBINSON WAS TERMINATED BY THE COMPANY**

28. Ms. Robinson was initially engaged on an open-ended Contract of Employment which was terminated in 2015 and the relevant termination payments made by the Company, effectively concluding the contract.
29. She was offered a new three-year Fixed Term Contract as Depot Operations Manager effective August 3, 2015, which she accepted following certain assurances that were given to her by the management. Among them, was that further renewals would be based on satisfactory performance. While carrying out the functions of Depot Operations Manager, the Company informed her that her contract would expire on August 2, 2018 and that based on a directive from the Board, an assessment of her performance would be done at least three months prior to its expiration. The letter also stated that she would be advised subsequently, whether or not her contract would be renewed. Ms. Robinson claimed that she had no discomfort upon receiving the letter given the assurances by management and the fact that she had been receiving positive appraisals.
30. She was, therefore, surprised when the Company further advised her by letter dated May 3, 2018, that she would not be offered a new contract of employment and that her final day on the job would be August 2, 2018. This was followed by a subsequent letter dated May 25, 2018, accepting her decision to discontinue her employment during the notice period. This effectively resulted in her separation from the Company.
31. The contract of employment was due to end on August 2, 2018. However, in accordance with Clauses 3.2 and 3.3, as well as Clause 15.1, the Company notified Ms. Robinson by letter dated May 3, 2018, that upon its expiration, the contract would not be renewed.



32. In a subsequent letter from the Company to Ms. Robinson dated May 25, 2018, the Company confirmed acceptance of Ms. Robinson's decision to discontinue employment during her notice period. The letter also outlined the final payments to which she was entitled in conclusion of her fixed term contract. On the said date, Ms. Robinson acknowledged receipt of the letter together with the final payments. By virtue of her action, she accepted the non-renewal of the contract together with the final payments.
33. Despite Ms. Robinson's decision to discontinue her employment during the notice period, the contract would have come to its natural end in August and therefore, terminated based on the effluxion of time.

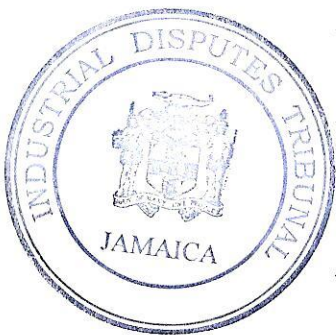
**DID THE COMPANY ACT IN ACCORDANCE WITH THE PROVISION FOR THE NOTICE OF RENEWAL IN HER CONTRACT OF EMPLOYMENT?**

34. Clauses 3.2 and 3.3 of the contract provides as under:

- 3.2 The appointment shall be for three years commencing 2015 August 03 to 2018 August 02 unless and until terminated in accordance with the provisions herein. The terms of your engagement shall be deemed to be completed on the last day of service unless by mutual agreement, the period of engagement is extended.**
- 3.3 Renewal of this contract while not automatic will be subject to the requirement for the continuation of service.**

35. Ms. Robinson was not in agreement with the decision of the Company as reflected in the following exchange during cross examination:

- Q I am suggesting that the contract did not stipulate any mandatory considerations which the JUTC should make in choosing whether to renew its duration.**
- A I disagree with that one**
- Q I want you to look again at Clause 3.2 of the contract and tell me whether this impacts your response to my last question?**
- A No, it doesn't.**
- Q And I am inviting your consideration now Chairman and Members and the witness' attention to 3.3 of the contract, which is to suggest to you that the JUTC made it clear in this written agreement that there..... In this written agreement that renewal of the contract is not automatic.**
- A It says while not automatic, will be subject to the requirement for the continuation of service, so based on my understanding, it is formed...as well as discussions I had...there is a reasonable expectation that my contract will be renewed.**





- Q You haven't answered my question yet though you know. My question was: I am suggesting to you that the JUTC made it clear on this written agreement that the renewal of this contract is not automatic.
- A I disagree.

36. Renewal of the contract was conditional on '**mutual agreement**' by the parties and '**the requirement for the continuation of service**'. Mr Colin Campbell, in his testimony stated that "**there is only one tool for the renewal of a contract... and that is the performance evaluation or performance appraisal. There is no other tool**". Therefore, satisfactory performance is also a key requirement for renewal. However, satisfactory performance appears to be secondary to a mutual agreement by the parties. There was no mutual agreement for renewal as the Company decided not to renew and in spite of a positive performance appraisal, the Company observed the gratuity clause and included those payments in her final payments. Therefore, the Company would have acted in accordance with the renewal clause of the contract of employment.

## **FINDINGS**

37. The Tribunal finds that:

- a. The Company acted in accordance with the Notice of Renewal Clause in Ms. Robinson's contract of employment.
- b. The contract of employment between Ms. Robinson and the JUTC was for three years, that is, August 3, 2015 to August 2, 2018. It, therefore, would have come to a natural end based on the effluxion of time on August 2, 2018.
- c. Ms. Robinson was presented with two options:
  - i. Three months' notice to continue her employment until August 2, 2018 when the contract expires or;
  - ii Acceptance of three months payment in lieu of notice.

She opted to be paid in lieu of notice which resulted in her ending her contract of employment effective May 25, 2018.



**AWARD**

38. The Tribunal awards that by accepting payment in lieu of notice, Ms. Keisha Robinson brought her contract of employment with the Jamaica Urban Transit Company Limited to an end effective May 25, 2018.

DATED THIS 16<sup>th</sup> DAY OF SEPTEMBER, 2025.



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Mr. Errol Miller, JP  
Chairman

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Mr. Errol Beckford  
Member

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Mrs. Chelsie Shellie-Vernon  
Member

Witness:

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Nicola Smith Marriott (Mrs.)  
Secretary to the Division