

INDUSTRIAL DISPUTES TRIBUNAL
Dispute No: IDT 21/2019

SETTLEMENT OF DISPUTE

BETWEEN

JAMAICA URBAN TRANSIT COMPANY LIMITED

AND

MRS. SANDRECA MASON

AWARD

I.D.T. DIVISION

MR. ERROL MILLER, JP	- CHAIRMAN
MR. ERROL BECKFORD	- MEMBER
MRS. CHELSIE SHELLIE-VERNON	- MEMBER

SEPTEMBER /6, 2025

INDUSTRIAL DISPUTES TRIBUNAL
AWARD
IN RESPECT TO
AN INDUSTRIAL DISPUTE
BETWEEN
JAMAICA URBAN TRANSIT COMPANY LIMITED
(THE COMPANY)
AND
MRS. SANDRECA MASON
(THE AGGRIEVED)



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 Mrs. Sandreca Mason on the other hand over the Notice of Renewal of her Contract of Employment.”

The Honourable Minister of Labour and Social Security, by letter dated July 5, 2019, amended the Terms of Reference as follows:

“To determine and settle the dispute between Jamaica Urban Transit Company Limited on the one hand and Mrs. Sandreca Mason on the other hand over the termination of her Contract of Employment.”

After considering an objection to the Terms of Reference by the Company, The Honourable Minister of Labour and Social Security, by letter dated December 8, 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 Mrs. Sandreca Mason on the other hand, over the termination of her Contract of 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. Errol Beckford	-	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:

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

SUBMISSIONS AND SITTINGS:

A sitting was held November 19, 2019 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 by letter dated December 8, 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 13 (thirteen) Sittings held March 8, 2023 to October 15, 2024. The parties agreed to hear this dispute along with IDT 22/2019 - Jamaica



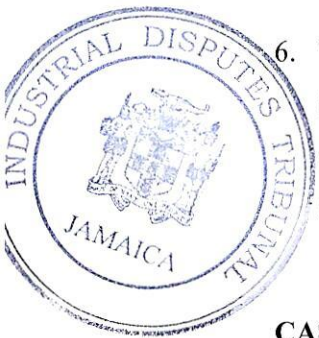
BACKGROUND

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 the Ministry of Science, Energy, Telecommunications and Transport).
2. Mrs. Sandreca Mason is a former employee of JUTC. She was initially employed in January 1999 and occupied several permanent positions in the Company until August 2015 when her employment status changed to one of a fixed term contract.
3. In 2018, Mrs. Mason 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. Having carried out its decision not to renew her contract, Mrs. Mason was dissatisfied with the action 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 with the following Terms of Reference:

To determine and settle the dispute between Jamaica Urban Transit Company Limited on the one hand and Mrs. Sandreca Mason on the other hand over the Notice of Renewal of her Contract of Employment.

4. The Tribunal invited the parties to submit Briefs and to attend Sitzings convened to hear the matter. At the First Sitting on November 19, 2019, 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 December 8, 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, at the Second Sitting on July 24, 2023, the Company, through its Attorneys, later advised the Tribunal that it had withdrawn the Claim from the Court. As a result, the Tribunal began hearing the matter. At the Fourth Sitting on October 9, 2023, the Company made its opening submission during which it applied to the Tribunal for several documents to be accepted as Exhibits. 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 offered no objection to the approach and the Company therefore commenced its case.

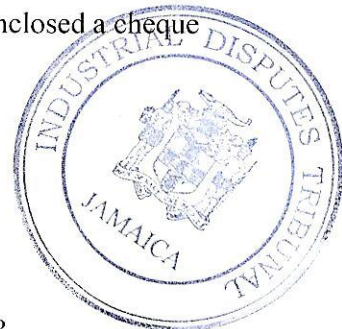


CASE OF THE COMPANY

7. The Company, in its submission, stated that Mrs. Sandreca Mason was engaged by JUTC on or about January 19, 1999 and served in several capacities. She was engaged on an open-ended contract and appointed to a number of positions, the last role being Chief Dispatcher.
8. Mrs. Mason was advised by letter dated August 19, 2015, of a change to the terms and conditions of her 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 January 19, 1999 to August 8, 2015, one month's pay in lieu of notice and payment for unused vacation leave up to August 2, 2015. **(Exhibit 2)**. The Company submitted that this would have discharged all its obligations with respect to the period of employment for the open-ended contract.
9. By letter dated September 2, 2015, **(Exhibit 4)** Mrs. Mason 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 1 and 4A**).

10. By letter dated October 5, 2015, the Company advised Mrs. Mason that a Payment Plan in respect of the termination of her open-ended contract outlined in **Exhibit 2** was formulated by the Finance Department and that payments would be made in two tranches commencing October 25, 2015 (**Exhibit 3 and 3A**).
11. By letter dated February 16, 2017, (**Exhibit 5**), Mrs. Mason 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 be advised whether or not her contract with JUTC would be renewed.
12. A Performance Appraisal was conducted for the periods August 3, 2017 to January 30, 2018 and March 19 – May 1, 2018. (**Exhibit 6**).
13. JUTC wrote to Mrs. Mason 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 7**)
14. By letter dated May 28, 2018, (**Exhibit 8**) the Company advised Mrs. Mason that further to its letter dated May 3, 2018, the Company had accepted her decision to discontinue employment during her notice period. Further the Company enclosed a cheque representing:
 - a. Salary up to May 3, 2018
 - b. Payment for 46 unused vacation days
 - c. Three months' Pay in lieu of Notice
 - d. Motor Vehicle Upkeep Allowance up to May 3, 2018



- e. Gratuity Payment of 25% of her basic salary for the period August 3, 2015 to August 3, 2018, based on her satisfactory performance during the period
- f. Mileage Claim

The Exhibit indicated that on May 31, 2018, someone signed on behalf of Mrs. Mason accepting the cheque for the payments referred to in **Exhibit 8**.

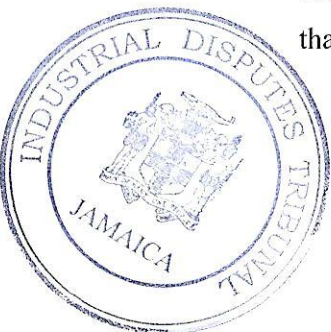
15. The Company contends that Mrs. Mason opted to discontinue her employment during her notice period. It further contends that:
- a. Mrs. Mason's engagement was for a fixed term of three years effective August 3, 2015,
 - b. The terms of the engagement are deemed to be completed on the last day of service unless, by mutual agreement, the period is extended, and
 - c. Renewal of the contract is not automatic.
16. It said that despite the terms of the Contract of Employment, Mrs. Mason took issue with the JUTC's decision not to renew her employment.

CASE FOR THE AGGRIEVED

17. Mrs. Mason provided evidence in support of her case. She said that she was employed to JUTC in 1999 as a Data Analyst for three months before she was assigned to the Finance Department. She occupied several permanent positions over the years, rising to the level of Senior Accounting Receivable Personnel. In 2014, she was approached by the Deputy Managing Director for Operations to be included in a pilot project to place persons into Operations.

18. In September 2015, Mrs. Mason said that there was a problem in the Portmore Operations Department, and someone needed to be placed there as Depot Operations Manager. However this was a fixed term contract position and on being approached, she explained that she had certain concerns about the position. These included the following:

- a. It was a fixed term contract position
- b. It requires long working hours

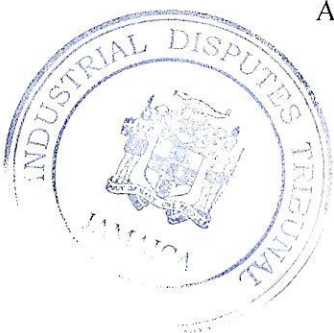


- c. She had concerns about her job in the event there was a change in administration.

19. She said management assured her that once her performance was at a certain level, there would be no issue regarding the renewal of the contract. Additionally, she could delegate responsibilities to the Chief Despatchers, thereby reducing the long hours. In respect of her final concern, she was told that the category within which the Depot Operations Manager falls would not be affected by changes in administration. Mr. Colin Campbell, the Managing Director, invited her to his office and they had discussions regarding her hesitancy in accepting the new contract of employment. She said that based on the assurances he gave her, she eventually accepted the position. As a consequence, she received and accepted an offer letter (**Exhibit 4**) followed by a Contract of Employment dated September 2, 2015, appointing her to the position of Depot Operations Manager. The contract was for three years effective August 3, 2015 (**Exhibit 1/4A**).

20. Clause 3.3 of the contract provides that **“Renewal of this contract while not automatic will be subject to the requirement for the continuation of your service”**. She said that the Performance Evaluation Reports were used to determine the efficiency of performance on revenue, staff, operations, etc. She further stated that during the period July 2015 to May 2018 she participated in four Performance Assessments and asserted that once the scores were above 3.5, she would be assured of the renewal of her contract. She confirmed during cross-examination that both Ms. Elaine Hall, Human Resources Manager, and Mr. Kirk Finniken, Deputy Managing Director (Operations), provided her with that assurance. The following were her scores from the Assessments [**Exhibits 6, 17, 18 and 19**]:

Period	SCORE
July 7, 2015 - July 7, 2016	4
August 3, 2016 - March 1, 2017	3.9
March - August 2017	3.8
August 3, 2017 - January 30, 2018 and March 19 -May 1, 2018	3.8



[Signature]

21. Mrs. Mason also testified that she was appointed to act as General Manager at the Rockfort and Half Way Tree Transportation Centers while she occupied the position of Depot Operations Manager between March 2017 and 2018.
22. Mrs. Mason's evidence was that she received a letter from the Company dated February 16, 2017, advising her that her fixed term contract would expire on August 2, 2018. It further explained that in keeping with the directive of the Board, her performance would be assessed **"at least three months prior to the expiration of the contract after which you would be advised whether or not your contract with JUTC will be renewed."** (Exhibit 5). She said that based on this letter she expected that her contract would be renewed once she scored above 3.5 in the assessment.
23. On May 3, 2018, she said that she received instructions from Ms. Elaine Hall, Deputy Managing Director, Human Resources and Administration, to report to the Corporate Office before the end of the day. Having reported to Ms. Hall, she received a letter dated May 3, 2018, signed by the Managing Director, informing her that **"we advise that you will not be offered a new contract when the current one (August 3, 2015 to August 2, 2018) expires and August 2, 2018 will be treated as the final day of your contractual obligations with the Company"**. [Exhibit 7]
24. Mrs. Mason said that when she got the letter, she felt manipulated and betrayed based on her three concerns that were dispelled. She said in discussing the matter with her, Ms. Hall became emotional and stated that **"it is the Company's prerogative not to renew the contract"**. She said that Ms. Hall further advised her that whether she was unable to continue working as at that date (May 3, 2018) or she continued to work until the expiry of the contract, she would be paid in either case. She subsequently sought representation to challenge the termination of her services.
25. Mrs. Mason is contending that:
- a. There was no justifiable reason for the non-renewal of her contract; and
 - b. No issue was raised based on her performance or any other known issue.



ANALYSIS BY THE TRIBUNAL

26. The evidence is that Mrs. Mason was initially employed on an open-ended contract in 1999 and subsequently promoted to several different positions on similar open-ended contracts. In August 2015, the Company offered her a three-year fixed term contract on the understanding that she had to relinquish her permanent status with the Company. Initially, she was reluctant to accept the offer; however, after being prevailed upon by her superiors, she conceded and accepted the offer.

27. Upon the termination of the prior contract of employment, Mrs. Mason was advised of her termination benefits. She admitted, during cross-examination, that she received all the payments outlined in the Company's letter. This effectively brought to an end that contract of employment.

28. The Company offered and she accepted the position of Depot Operations Manager effective August 3, 2015, on a new three-year fixed term contract. Clause 3 of the new contract has the following provisions including a renewal clause:

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. (Tribunal's emphasis)

29. Clause 15 of the Contract stipulates that:

15.1 Your employment may be terminated by:

- (a) Either party giving to the other three months' notice in writing or such longer period as may be stipulated by Section 3 of the Employment (Termination and Redundancy Payments) Act or any amendment there to or substitution thereof, or in our case, salary in lieu of notice.**



**(b) Payment of salary in lieu of all or any portions of the notice period,
in substitution for the notice required above.**

30. By letter dated February 16, 2017, the Company informed Mrs. Mason that her contract would expire on August 2, 2018 and that the Board had directed that an assessment of her performance would be done three months prior to the contract's expiration. Further she would be informed thereafter if the contract would be renewed. The relevant appraisal was subsequently done and was favourable to her.

31. Mrs. Mason was therefore astonished when, she was informed that **“you will not be offered a new contract when the current one (August 3, 2015 to August 2, 2018) expires and August 2, 2018, will be treated as the final day of your contractual obligations with the Company”**. She said she was surprised because she felt that the favourable performance appraisals would have guaranteed the renewal of her contract. However, she admitted during cross-examination that while she signed the contract, she did not read it and therefore did not take note of the Renewal Clause which states that **“Renewal of this contract while not automatic will be subject to the requirement for the continuation of service”**.

32. This is confirmed in her response to the following questions from the Panel:

Q You said you did not read the contract?

A Right

Q But you signed it?

A Yes

33. Mrs. Mason was provided with the requisite notice of three months specified in the contract. Under cross-examination Mrs. Mason agreed that she was offered the option to continue working until the expiration of the notice or she could cease working at that time. She was assured that for both options, she would continue to be paid her normal emoluments. The following exchange with a member of the Panel is relevant

Q In examination you said that Miss Hall has given two options which was that you could remain when you got the letter or you could

A Or I could not go back tomorrow, and I asked her what she recommend.

Q But you didn't indicate what option you accepted?



- A Well, I asked her what she recommend(ed) and she said I didn't have to go back (as) somebody was there for the key, and I went and gave them the key.
- Q So the option you took was not to continue, but to
(Intervention by Mr. Levy "Hand over the key")
- A Yes.

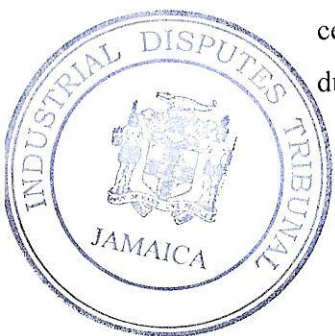
34. In a subsequent letter dated May 28, 2018, from the Company, Mrs. Mason was advised that **"further to our letter dated May 03, 2018, we therefore write to confirm that the Company has accepted your decision to discontinue employment during your notice period."** The letter further stated that a cheque was enclosed representing her final payments. She admitted during cross-examination that she was paid her full entitlements under the fixed term contract of employment inclusive of her gratuity payment.

35. It is clear from Clauses 3.2 and 3.3 that the contract had a finite term and would conclude on the last day of service that is at the end of the contract. It also provides that any renewal/extension is subject to mutual agreement as well as the requirement for the continuation of service. The letter from the Company dated February 16, 2017, states that: **"In keeping with a directive of the Board, this serves to inform you that an assessment of your performance will be conducted at least three months prior to the expiration of the contract after which you will be advised whether or not your contract with JUTC will be renewed."**

36. This letter infers that one meaning of the phrase **"the requirement for the continuation of service"** in Clause 3.3 of the contract is an assessment of her performance. Mrs. Mason, in her testimony said that management assured her that once her performance was at a certain level, there would be no issue regarding the renewal of the contract. However, during cross-examination, the following exchange took place:

- Q Mrs. Mason, I am suggesting to you that nowhere in this contract, nowhere at all you were promised or assured renewal of your employment if you meet a score of 3.5, that's my suggestion to you.
- A Correct.

37. A performance assessment does not appear to be the only trigger for contract renewal. A **"mutual agreement"** and the discretion of management are also significant in the decision



for such renewal. This was articulated by Ms. Hall who told Mrs. Mason that **“it is the Company’s prerogative not to renew the contract”**.

38. Clause 15.2.8 of the Termination Clause of the contract reinforces that the Company acted in accordance with the contractual provisions:

“The Company and the Contract Employee agrees that the Company reserves the right to terminate this contract by giving three (3) months notice or payment in lieu thereof.”

39. Mrs. Mason’s fixed term contract of employment was due to expire on August 2, 2018. However, by letter dated May 3, 2018, she was given three months’ notice that at its expiration, the Company would not renew the contract. This action was in keeping with Clause 15.2.8 of the contract. She was also given the option to either work through the notice period or otherwise discontinue her employment. The Company confirmed in its letter to her dated May 28, 2018, that she opted for the latter and enclosed a cheque representing her final payments. On May 31, 2018, Mrs. Mason acknowledged receipt of the cheque. By accepting payment in lieu of notice, she effectively ceased to perform her contract.

FINDINGS

40. The Tribunal finds that:

- a. The Company acted in accordance with the Notice of Renewal Clause in Mrs. Mason’s contract of employment.
- b. The contract of employment between Mrs. Mason’s 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. Mrs. Mason 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.

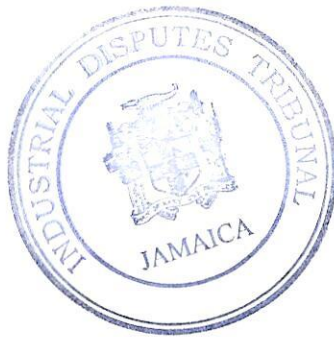



Based on the Company's letter to her dated May 28, 2018, she opted to discontinue her contract of employment during her notice period. Further, through her representative, she accepted her final payment on May 31, 2018.


AWARD


41. The Tribunal awards that by accepting payment in lieu of notice, Mrs. Sandreca Mason brought her contract of employment with the Jamaica Urban Transit Company Limited to an end on or around May 31, 2018.

DATED THIS 16th DAY OF SEPTEMBER, 2025.





.....
Mr. Errol Miller, JP
Chairman


.....
Mr. Errol Beckford
Member


.....
Mrs. Chelsie Shellie-Vernon
Member

Witness:


.....
Nicola Smith Marriott (Mrs.)
Secretary to the Division