

**INDUSTRIAL DISPUTES TRIBUNAL**

**Dispute No.: IDT 7/2016**

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**SETTLEMENT OF DISPUTE  
BETWEEN**

**JAMAICA CIVIL AVIATION AUTHORITY (JCAA)  
(AUTHORITY)**

**AND**

**JAMAICA AIR TRAFFIC CONTROLLERS' ASSOCIATION (JATCA)  
(ASSOCIATION)**

**AND THE**

***AWARD***

**I.D.T. DIVISION**

<b>MR. ERROL MILLER, J.P.</b>	<b>-</b>	<b>CHAIRMAN</b>
<b>MR. ERROL BECKFORD</b>	<b>-</b>	<b>MEMBER</b>
<b>DR. DENESE MORRISON, J.P.</b>	<b>-</b>	<b>MEMBER</b>

**APRIL 3, 2025**

**INDUSTRIAL DISPUTES TRIBUNAL**

**AWARD**

**IN RESPECT OF**

**AN INDUSTRIAL DISPUTE**

**BETWEEN**

**JAMAICA CIVIL AVIATION AUTHORITY (JCAA)  
(AUTHORITY)**

**AND**

**JAMAICA AIR TRAFFIC CONTROLLERS' ASSOCIATION (JATCA)  
(ASSOCIATION)**

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**REFERENCE:**

By letter dated January 29, 2016, the Honourable Minister of Labour and Social Security in accordance with Section 9 (3) 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:-

The Terms of Reference were as follows:

*"To determine and settle the dispute between Jamaica Civil Aviation Authority (JCAA) on the one hand, and the Jamaica Air Traffic Controllers Association (JATCA) on the other hand over Levels of on-going systems upgrade."*



## **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, J.P.	-	Chairman
Mr. Errol Beckford	-	Member, Section 8(2) (c) (ii)
Dr. Denese Morrison, J.P.	-	Member, Section 8(2) (c) (iii)

## **REPRESENTATIVES OF THE PARTIES:**

The **Company** was represented by:

Mr. Emile Leiba	-	Attorney-at-Law
Mr. Howard Greaves	-	Deputy Director General, Air Navigation Services
Mrs. Sabrina Cross – Warner	-	General Council, JCAA
Mr. Ricardo Maddan	-	Legal Officer, JCAA

The **Aggrieved Worker** was represented by:

Mr. Kurt Solomon	-	President
Mr. Sean Blair	-	Vice President
Mr. Odane Steele	-	General Secretary
Mr. Maurice Smith	-	Treasurer
Mr. Milton Walker	-	Unit Representative



## **SUBMISSIONS:**

Emergency Sittings were held January 29, 2016, when an Order to Cease Industrial Action was issued, and on May 12, 2022. A Brief was submitted by JATCA but not by the Company and seven (7) Sittings were held between October 20, 2021 and January 14, 2025. Several changes were made to the constitution of the Panel since the dispute was referred to the Tribunal and this was due to death of Members, Members becoming incapacitated and ceasing to be a Member. Since January 29, 2016, the Parties were having consultations and local level discussions and even engaged in Mediation, facilitated by the Industrial Disputes Tribunal.

**REPORT OF THE TRIBUNAL:**

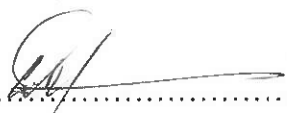
By letter dated April 1, 2025, DunnCox, Attorneys-at-law representing the Authority, enclosed an executed copy of the Agreement to Settle IDT 7/2016 Dispute, signed by both parties.


**AWARD:**


The parties having settled the dispute at the local level and have, by way of signed Agreement dated April 1, 2025 (a copy of which is attached), informed the Tribunal of the settlement, it is that settlement which constitutes the Award.

DATED THIS 3<sup>rd</sup> DAY OF APRIL, 2025.

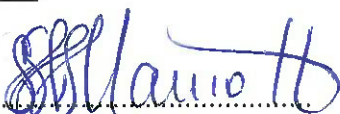


  
.....  
Mr. Errol Miller, J.P.  
Chairman

  
.....  
Mr. Errol Beckford  
Member

  
.....  
Dr. Denese Morrison, J.P.  
Member

Witness:

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

**PARTNERS**

MARGARET A. MOODIE-JERVIS, LL.B.  
PAULINE A. FINDLAY, LL.B.  
HELEN E. EVELYN, LL.B.  
JOANNE E. WOOD RATTRAY, LL.B.  
JULIANNE E. MAIS COX, B.A., LL.B.  
COURTNEY A. BAILEY, LL.B.  
EMILE C. R. LEIBA, LL.B.  
TOPAZ L. M. JOHNSON, B.Sc., LL.B. (LON), M.Sc., LL.M.  
TRUDY-ANN C. DIXON FRITH, LL.B.  
ROXANNE A. MILLER, LL.B. (LMU)  
JONATHAN D. K. MORGAN, LL.B.  
PAULETTE R. E. NEIL, LL.B.  
CHRISTINA M. BROWN, LL.B.  
KELLY A. AKIN, B.Sc., LL.B., LL.M.

**ASSOCIATES**

CHANTAL S. BENNETT, B.Sc., LL.B., LL.M.  
JANA R. GRIFFITHS, LL.B., LL.M.  
KYMBERLY K. HANNIFORD, LL.B.  
SAMANTHA A. GRANT, LL.B.  
ALLYSON J. MITCHELL, LL.B.  
DAHLIA K. A. THOMAS, LL.B.

**CONSULTANTS**

C. D. R. BOVELL, C.D., M.A., LL.M. (CANTAB)  
LINCOLN A. C. EATMON  
JOHN C. LEIBA  
JANICE A. CAUSWELL  
W. JOHN VASSELL, K.C., LL.B.  
JEROME I. LEE, B.Sc. (GOVT.), LL.B.  
O. A. CAROL AINA, B.A. (SUSSEX), M.A.  
HYACINTH F. LIGHTBOURNE, BBA., J.D. (MIAMI)

☒ **KINGSTON**

P.O. BOX 865  
48 DUKE STREET  
KINGSTON  
JAMAICA, W.I.  
TEL: (876) 922-1500 | (876) 618-8862  
VoIP (U.S.A.): (678) 202-9818  
FAX: (876) 922-9002 | (876) 924-9106

E-MAIL: [info@dunncox.com](mailto:info@dunncox.com)WEBSITE: [www.dunncox.com](http://www.dunncox.com)

OUR REF.:

KKH/so YOUR REF.:

WRITER'S EXTENSION NUMBER:

2050

☐ **MONTEGO BAY**

P.O. BOX 296  
UNIT 17, FAIRVIEW TOWNE CENTRE  
MONTEGO BAY, ST. JAMES  
JAMAICA, W.I.  
TEL: (876) 953-6574 | (876) 979-8746  
U.S.A.: (305) 744-3501  
FAX: (876) 979-8746

April 1, 2025

BY HAND

Industrial Disputes Tribunal  
4 Ellesmere Road  
Kingston 10

Attention: Mrs. Nicola Smith – Marriott

Dear Sirs;

Re: Agreement to Settle IDT 7/2016 Dispute over Levels of On-going Systems Upgrade  
between the Jamaica Civil Aviation Authority (JCAA) and the Jamaica Air Traffic  
Controllers' Association (JATCA)

Reference is made to the captioned matter.

Enclosed herewith is an executed copy of the signed Agreement to Settle IDT 7/2016 for your records.

Kindly confirm receipt by signing and returning the attached copy letter.

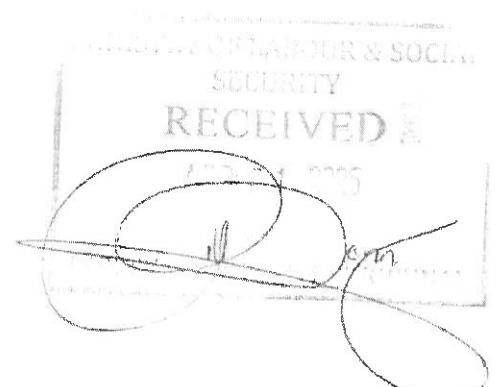
Yours faithfully,

**DunnCox**

Per:

  
KYMBERLY K. HANNIFORD

Encl.



**AGREEMENT TO SETTLE IDT 7/2016 DISPUTE OVER LEVELS OF ON-GOING  
SYSTEMS UPGRADE BETWEEN THE JAMAICA CIVIL AVIATION AUTHORITY AND  
THE JAMAICA AIR TRAFFIC CONTROLLERS' ASSOCIATION**

This AGREEMENT is made on the [24<sup>th</sup>] day of [March] 2025.

**BETWEEN**

- A. The JAMAICA CIVIL AVIATION AUTHORITY, a statutory entity, and portfolio entity of the Ministry of Science, Energy, Telecommunications and Transport with offices at 4 Winchester Road, Kingston 10, in the parish of St. Andrew (the "JCAA"); and;
- B. The JAMAICA AIR TRAFFIC CONTROLLERS' ASSOCIATION with offices at Half Way Tree P.O Box 43, Kingston 10, in the parish of St. Andrew, (the "JATCA").

The JCAA and JATCA are referred to herein together as "the Parties".

**WHEREAS**

- I. By letter dated January 29, 2016, the Ministry of Labour and Social Security ("the MLSS") advised that the Honourable Minister of Labour and Social Security, pursuant to Section 9(3) of the Labour Relations and Industrial Disputes Act, referred the "dispute" between the Jamaica Civil Aviation Authority and the Jamaica Air Traffic Controllers Association to the Industrial Disputes Tribunal (hereinafter the "Tribunal" or "IDT") for settlement under the following terms of reference:

*"To determine and settle the dispute between Jamaica Civil Aviation Authority (JCAA) on the one hand, and the Jamaica Air Traffic Controllers Association (JATCA) on the other hand over Levels of on-going systems upgrade."*

- II. In its capacity as the regulatory authority, the JCAA is responsible for ensuring the safe and efficient navigation of aircraft within the Kingston Flight Information Region (KFIR), including the operations at the Kingston Air Traffic Control Centre (KATCC),

and has engaged in efforts to enhance safety and operational effectiveness through the upgrade of critical components of the Air Traffic Management (ATM) System;

- III. The Jamaica Air Traffic Controllers Association ("JATCA") is a trade union that represents Air Traffic Controllers (ATCs) employed by the JCAA and has raised concerns regarding system reliability, operational safety, and procedural clarity;
- IV. In response to these concerns, the JCAA acknowledges that the concerns raised by the JATCA were legitimate and has undertaken and implemented substantial upgrades to the ATM systems, providing documentation, communication, and training resources aimed at supporting safe and efficient airspace management;
- V. Both Parties recognize the need for ongoing systems upgrades, appropriate documentation, clear operational procedures, and adequate training of ATCs and other mission critical staff. The Term "mission critical staff" refers to the technical team members (engineers and technicians) who install, maintain and repair the essential equipment necessary to facilitate the provision of the Air Traffic Services, in accordance with the ICAO ANNEX 10, 11 and Document 4444 requirements; and
- I. Both Parties attended mediation on October 17, 2024 as directed by the Industrial Disputes Tribunal by Order dated September 17, 2024;

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:-**

## **1. OPERATIONAL FRAMEWORK**

### **JCAA Obligations:**

- 1.1. Lead the provision and review of operational frameworks and deliver updated guidance on any new or revised procedures.

### **JATCA Obligations:**

- 1.2. Encourage members to adhere to operational guidelines and protocols established by the JCAA.



**Joint Obligations:**

- 1.3. Commit to a collaborative approach in implementing systems upgrades, with a mutual focus on enhancing air traffic safety and operational effectiveness.

**2. SYSTEMS UPGRADE AND MAINTENANCE**

**JCAA Obligations:**

- 2.1. Oversee the systems upgrade process, including performance assessments, equipment maintenance and any required technical updates. Ensure all maintenance complies with regulatory standards and meets operational requirements. In the absence of specific local regulations to treat with particular upgrading and maintenance work the JCAA shall adopt the relevant International Civil Aviation Organization's standard and recommended practices to ensure that the systems upgrade process is conducted in accordance with best practices in the industry.
- 2.2. Communicate plans for implementing systems upgrades to JATCA, including key steps and timelines as well as maintain open lines of communication with JATCA throughout the implementation process to address any concerns.

**JATCA Obligations:**

- 2.3. Facilitate the adoption of updates by encouraging members to familiarize themselves with revised protocols.

**Joint Obligations:**

- 2.4. Maintain open communication on system developments and equipment maintenance, facilitating timely updates and adherence to procedural changes.

**3. SYSTEMS DEGRADATION**

**JCAA Obligations**

- 3.1. The JCAA shall take immediate steps to advise the JATCA of all and any instance wherein the equipment used in the provision of the Air Traffic Services degrades below the required standards





3.2. The JCAA shall enact the documented contingency plans to mitigate safety risks and enable continuity in the provision of the Air Traffic Services (ATS) as far as practicable.

3.3. In any instance where the performance of mission critical tools (communication equipment, surveillance and automation systems) degrades and the tools become unavailable for use to such extent that it precludes Air Traffic Controllers from performing their functions as documented with the established procedures, the JCAA shall take immediate steps to minimize the risk to air safety by coordinating the withdrawal of the ATS.

#### **JATCA Obligations**

3.4. The JATCA shall be available for consultation concerning any matter pertaining to the system's degradation.

3.5. The JATCA shall review and provide comment(s) on the guidance documentation provided by the JCAA intended to ensure safety during periods of system degradation

## **4. DOCUMENTATION AND MANUALS**

#### **JCAA Obligations:**

4.1. Continue to develop and supply comprehensive manuals and documentation relevant to Air Navigation Services (ANS) operations, contingency procedures, emergency protocols, and safety standards.

4.2. Seek JATCA's feedback on documentation to ensure alignment with operational realities and safety considerations.

#### **JATCA Obligations:**

4.3. Review the documentation and provide feedback to JCAA as necessary.

#### **Joint Obligations:**

4.4. Work towards the timely finalization of documentation as a framework for ATC conduct, emergency handling, and training.



## **5. CURRENT ONGOING SYSTEM UPGRADE**

### **JCAA Obligations:**

- 5.1. Finalize and implement the contingency manuals for each operational unit upon receiving feedback from JATCA.
- 5.2. Develop comprehensive training plans to ensure that all mission critical staff are adequately trained on updated procedures and emergency protocols following the review of the contingency manuals by the JATCA.

### **JATCA Obligations:**

- 5.3. Review and provide timely feedback on the contingency manuals prepared by the JCAA to ensure they meet the operational needs of ATCs.
- 5.4. Encourage members to actively participate in the training programs developed by the JCAA once the contingency manuals have been reviewed and finalized.

## **6. TRAINING AND OPERATIONAL PREPAREDNESS**

### **JCAA Obligations:**

- 6.1. Develop and publish training programs addressing operational readiness and safety, including emergency procedures and use of updated systems.
- 6.2. Make simulators and other training resources available for staff preparedness.

### **JATCA Obligations:**

- 6.3. Advise members to actively participate in JCAA-provided training sessions to ensure operational preparedness.

### **Joint Obligations:**

- 6.4. Align training with regulatory standards and operational needs of ATCs.

## **7. COMMUNICATION PROTOCOL**

### **JCAA Obligations:**

#### **7.1.**

The JCAA shall maintain communication with the JATCA on all matters of equipment serviceability, upgrading and maintenance in accordance with the Labour Relations and Industrial Disputes Act (LRIDA) and in accordance with the Labour Relations Code.

### **Joint Obligations:**

7.2. Maintain a structured communication protocol for emergency situations, with defined points of contact and escalation procedures.

## **8. IMPLEMENTATION SCHEDULE**

### **JCAA Obligations:**

8.1. The JCAA shall establish and adhere to the following timelines:

8.1.1. Procedures for contingency actions shall be completed within THREE (3) months of the signing of this agreement.

8.1.2. Completed procedures shall be tested and the results published within SIX (6) months of the signing of this agreement.

8.1.3. All Air Traffic Control personnel (including Flight Data Processors and Flight Information Officers) shall be duly trained in the contingency procedures within EIGHTEEN (18) months of the signing of this agreement.

8.1.4. Periodic reviews and amendments to the contingency procedures as well as reviews of planned equipment upgrades shall be conducted annually, subsequent to the implementation of the aforementioned timelines and in consultation with the JATCA, in accordance with consultation guidelines outlined in the Labour Relations Code (LRC) 1975.

8.2. The JCAA shall ensure that all activities relating to contingency training and systems upgrades do not result in a breach of any existing agreement(s) in force between the JCAA and the JATCA. Changes required to any agreement to facilitate the implementation of any upgrade or contingency plan shall be done in consultation with the JATCA in accordance with the LRIDA and LRC.



**JATCA Obligations:**

- 8.3. The JATCA shall be available for consultation on all matters pertaining to equipment upgrading and contingency procedures.
- 8.4. The JATCA shall report to the Office of the Director General (DG) of the Jamaica Civil Aviation Authority (JCAA) issues relating to the implementation schedule and shall be available for consultation regarding same.
- 8.5. The JATCA shall encourage its members to participate in training and other related activities in keeping with contingency planning and systems upgrades proposed by the JCAA.

**9. ACKNOWLEDGMENT OF EXTERNAL REGULATIONS**

- 9.1. Both Parties acknowledge the importance of adhering to local and international regulations governing air traffic management, including but not limited to safety protocols, operational guidelines, and any applicable aviation laws, to ensure compliance and the highest standards of safety and operational effectiveness.

**10. COMPLIANCE WITH THE LABOUR RELATIONS CODE (LRC)**

**JCAA Obligations:**

- 10.1. Engage in meaningful consultations with JATCA regarding proposed operational changes impacting ATC working conditions.

**Joint Obligations:**

- 10.2. Uphold a respectful and constructive working relationship, consistent with the Labour Relations Code principles.

**11. FINAL SETTLEMENT**

- 11.1. This Agreement constitutes a final settlement of the dispute referred to the Industrial Disputes Tribunal as IDT 7/2016 regarding levels of ongoing systems upgrades.

11.2. Both Parties acknowledge that this Agreement resolves all matters related to the aforementioned dispute, and no further claims or disputes arising from the issues addressed herein shall be pursued by either Party.

BOTH PARTIES have read this document in its entirety, fully understand its terms and implications, and have signed it freely and voluntarily and hereby agree to be bound by the agreements made herein.

SIGNED for and on behalf of the  
Jamaica Civil Aviation Authority  
by the Director General, NARI WILLIAMS-SINGH  
in presence of:

Jaqueline Edwards  
NAME OF WITNESS

)  
) [Signature]  
) SIGNATURE  
)  
) [Signature]  
) SIGNATURE

SIGNED for and on behalf of the  
Jamaica Air Traffic Controllers Association  
by the President, KURT SOLOMON  
in presence of:

Odayne Steele  
NAME OF WITNESS

)  
) [Signature]  
) SIGNATURE  
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