

Department of Finance  
Revenue & Control Division

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**Order**

No. 38/05/2020-Fin(R&C)/931

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide their letter No. COM/II/11/24(3)/2020/843 dated 16-12-2020, Shri Deepak Gawas, Assistant State Tax Officer in the Office of the Commissioner of Commercial Taxes is hereby promoted to the post of State Tax Officer (Group 'B' Gazetted) in the pay scale of Rs. 9,300-34,800+Grade Pay Rs. 4,600/- (Level-7 of the 7th Pay Commission) on regular basis with immediate effect.

The above officer shall be on probation for a period of two years from the date of joining. He shall report to the Commissioner of Commercial Taxes, Panaji for his posting.

He shall exercise option for fixation of pay in the promotional post in terms of FR 22(I)(a)(1) within a period of one month from the date of issue of the order. The option once exercised shall be final.

By order and in the name of the Governor of Goa.

*Pranab G. Bhat*, Under Secretary, Finance (R&C).  
Porvorim, 1st January, 2021.

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Department of Labour

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**Order**

No. 28/22/2020-LAB/1118

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Sanofi India Limited, Plot No. L-21, Phase-III, Verna Industrial Estate, Verna, Goa and their workmen represented by the Bhartiya Kamgar Sena, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the

said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

"(1) Whether the action of the Bhartiya Kamgar Sena, C/o. Shankar Pandit, H. No. 86/1(85), Mahalaxmi Residency, Behind Kala Bhavan, Upasnagar, Sancoale, Goa, in refusing to concede the following demands raised by management of M/s. Sanofi India Limited, Plot No. L-21, Phase III, Verna Industrial Estate, Verna, Goa, is legal and justified?

CHARTER OF DEMANDS

**Demand No. 1. Period of settlement:-** The period of settlement will be for a period of 4 years from the date of signing the settlement. No retrospective settlement to be signed by the management.

**Demand No. 2. Applicability:-** Settlement arrived strictly to be extended only to the workmen who are on the rolls of the company and members of the union on the date of submission of the charter and subsequently remains on the rolls of the Company on signing of the settlement. Further the workmen entitled for the same will be those for whom the union membership proof has been submitted by the union on the date of raising charter of demand.

**Demand No. 3. Same scale of pay:-** The management will not revise any scale further and will continue to pay the same.

**Demand No. 4. No separate Dearness Allowance to be paid:-** The Management is already revising salary on yearly basis and increment as per existing scale is given. No separate dearness allowance component to be started.

**Demand No. 5. HRA:-** The Management will continue to pay same HRA as the component paid is already of higher standards.

**Demand No. 6. LTA:-** The Management will continue to pay same LTA as the component paid is already of higher standards. The most costliest train journey in Indian Railways, apart from Tourist Trains, is travelling from Trivandrum to New Delhi and the current amount of LTA given covers more than the same.

**Demand No. 7. Lunch Allowance:-** The Lunch allowance @575/- to be paid only to those employees who don't avail canteen facility.

**Demand No. 8. Subsidized snacks:-** The snacks at the start of the shift and mid night meal to be provided at 50% subsidy cost to the employees concerned.

**Demand No. 9. Education Allowance:-** The Management will continue to pay existing Education Allowance but only to be paid to those workmen who are taking up higher studies and proof of such to be submitted by the workman.

**Demand No. 10. Conveyance Allowance:-** The Management will continue to pay existing Conveyance Allowance only to those workmen who are not availing transport facility provided to the workman.

**Demand No. 11. Transport Facility:-** The Transport facility to be provided by the management where only fixed cost will be borne by the management and fuel cost to be borne by the workman.

**Demand No. 12. Hospitalization Policy:-** The Management provides hospitalization policy to those workmen who are outside the purview of ESIC scheme. Management will continue the scheme and consider increasing the amount of the same than covered in last settlement. No separate medical assistance or any other allowance related to medical to be paid.

**Demand No. 13. Shift Allowance:-** The company works in shift as per provision of the law. The third shift was initiated with an understanding of third shift allowance. There is no change in shifts after that and thus no change in shift allowance to be given.

**Demand No. 14. Special Allowance:-** The Management will continue to give special allowance to employees who perform more duties or special jobs and avails performance based increment system. Based on performance evaluation such increment is given every year. In case any workman wishes to avail such facility the company may look forward to offer/revise special allowance to such employees.

**Demand No. 15. No Separate maintenance allowance:-** No maintenance allowance to be paid to engineering technicians. In case of non availability of technical jobs engineering technicians are required to perform machine operations on daily basis.

**Demand No. 16. Staggered Weekly off for maintenance Dept.:-** The engineering technicians are required to perform preventive maintenance on Sunday or on a Holiday when the plant is not in operation. The technicians concerned will not get any overtime in such case and to get staggered weekly off.

**Demand No. 17. Overtime:-** Overtime to be paid as per provisions of the law.

**Demand No. 18. Leave facilities:-** All the workmen to get leaves as per Factories Act and provisions made therein. Additional leaves currently granted will be given only in case of chronic illness certified by the Factory Medical Officer or under exceptional circumstance explained in writing by the workman to the satisfaction of the management. No additional leave whatsoever than mentioned above to be provided.

**Demand No. 19. Loan:-** The company shall pay reimburse 50% of the interest charged by the bank to the workman for a loan upto Rs. 120000/-. Not exceeding Rs. 360/- per month. This facility will not be extended to workman who have remained habitually absent from duties for the previous year.

**Demand No. 20. Incentives:-** The increment as per the scale yearly to be paid only if the workman has performed his duties at least average for the year and has contributed to the targets. In case of low performance or below average performance only 50% of the yearly increment scale to be given. No profit whatsoever can be shared with workman as the profit needs to be shared with investors.

**Demand No. 21. Punching Card:-** The provision of biometric punching card would be made near each machine/cubical. This will help to track the attendance more accurately and will and increase productivity. Employees are required to punch during start and end of the lunch/dinner/mid-night break timings to ease tracking of break time. Employees strictly to abide to the agreed break timings. In case of violations of more than 3 times in a month, the management to deduct the half day salary for such instances in that particular month.

**Demand No. 22. Shift Timings:-** Current shift timings to be continued. First shift, Second shift, Third shift and General shift. (8.00 to 16.00, 16.00 to 00.00, 00.00 to 8.00), shifts timings as agreed upon in the last consent award to be implemented. Break to be given as per Factories Act.

**Demand No. 23. Transport facility:-** The Company currently provides transport facility to Shiroda, Marcel, Mapusa, Margao, Ponda, Vasco and Usgao in all three shifts. Company maintains that this facility has been extended to all workers without being it a demand in any of the settlement. Thus this is a management prerogative and is not a service condition. However company demands that the fixed cost to be borne by the company of all

buses and fuel cost to be borne by the workmen. Buses to continue to start at the same timing as on date and will change the timings as and when it is necessary by giving all workmen 7 days notice.

**Demand No. 24. Bonus:-** Bonus to be paid by the company as per provisions of the Bonus Act, 1965 and rules made therein.

**Demand No. 25. Service Award:-** The Company on its own has started rewarding employees on completion of every 5 years, 10 years, 15 years, 20 years, and 25 years in the company. The reward consists of a merit certificate, trophy and monetary benefits based on completion of the number of years in the company. These facilities are revised as and when deemed necessary. It will remain same as of now. Company wishes to introduce that this reward will not be given to any employee who have faced Disciplinary action and found guilty in the tenure of last 5 years.

**Demand No. 26. Medical Scheme/Medical Allowance:-** The Company already have Medical Scheme (Medical Hospitalization Reimbursement Policy) insurance policy on 24 hrs. basis upto an amount of Rs. 1,00,000/- per financial year for self, spouse and up to 2 dependent children up to 21 years age of age. It is one of the few companies in the region to offer such a facility to its workmen in the region-cum-industry.

Company also pays medical allowance @500/- per month to all such workers who are outside the purview of ESIC. Company demands that this amount is to be paid to only those workers who are outside the purview of ESIC and incurs this medical expense. They will be required to submit the medical bills along with certified doctor's prescription to claim this amount. Sanofi India Pvt. Ltd. Goa to employs contractors and no casual workers are employed under Sanofi India Ltd.

**Demand No. 27. Local Committee of the Union /Meetings:-** The company wants the union to participate and co-operate in works committee which is requirement under law. Union should counsel its workers on following discipline and help company to increase its productivity. Company already provides casual leave and in any emergency case half day casual leave will be considered.

**Demand No. 28. Wage Ceiling:-** The workers to have pay ceiling @38,000. INR CTC per month in the workman grade.

**Demand No. 29. Work on Special Projects as a part of Job Rotation:-** Current practice of job rotation to continue which is on need basis to increase productivity. The company proposed workers depending on their experience and skill level, may be placed in process development projects/any other projects, inhouse or external for which they should provide total participation.

**Demand No. 30.:-** A gift is and also understood to be a donation or offering. As a welfare measure and for motivating its workmen, the company on its own has started marriage gift. The gift which is currently given cannot be matter of right. These policies of the company are revised as and when deemed necessary and at the discretion of the management.

**Demand No. 31. CTC basis:-** Any increase or demand agreed upon or for discussion will be on CTC basis. The settlement amounts to the additional cost to be incurred by the company and the cost needs to be budgeted for the settlement period.

**Demand No. 32. Insurance Policy:-** Workers are covered under ESI Act, which takes care of all medical needs of the workmen and their family members for which company contributes a substantial amount in respect of each workmen. The company provides its employees a very high level hygienic, safe and healthy work environment. Every employee is medically checked annually and the company also maintains a full fledged First Aid centre managed by a full time medical practitioner and a full time Nurse. Even though the medical facility is free of cost in State of Goa the company on its own have covered its employees under Employees Compensation Act, Group Life Insurance Policy, Group Accident Policy. The amount is decided by the company on timely basis.

**Demand No. 33. Lumpsum Payment Incentive:-** No lumpsum incentive will be paid for signing the agreement/wage settlement.

**Demand No. 34. Festival Advance:-** Current practice of festival advance to continue. No change in the current practice.

**Demand No. 35. CTC Increase:-** The company offers 5% increase over and above current CTCC including yearly increment year on year. CTC will include all emoluments which can be decided or named by the workers, PF & ESIC contribution by the company, Bonus, LTA or any other amount to be paid or any other additional amount incurred due to change in current clauses of the consent award.

**Demand No. 36. Interim Relief:-** ZERO Unauthorized Absenteeism. There is huge unauthorized absenteeism and it is not acceptable. The Management propose that the union should ensure zero unauthorized absenteeism for its members. ZERO Data Integrity violations—Data integrity violation is against the fundamental principle of pharmaceutical industry and business. The union will co-operate and ensure that no such case will occur and in case if occurs management will take strict action against such employee.

ZERO Rework/Rejections due to operator attributable reasons.

ZERO Markets complaints.

ZERO defects to quality.

(2) If answer to issue No. (1) is in negative, then to what relief the Management is entitled?"

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 21st December, 2020.

Inspectorate of Factories and Boilers

**Notification**

No. VI/FAC-3/(GOA/159)Part/2020-IFB/2197

In exercise of the powers conferred by the proviso to Clause (b) of sub-section (1) of Section 66 of the Factories Act, 1948 (Central Act No. 63 of 1948) (hereinafter called the "said Act"), the Government of Goa hereby varies the limits laid down in said Clause (b) of sub-section (1) of Section 66 of the said Act in respect of employment of women in the factory, namely, M/s United Spirits Limited, Survey No. 164, 165/1 and 165/2, Bethora, Ponda, Goa, thereby authorising the employment of women in the said factory between the hours of 7 p.m. and 10 p.m., for a period of two years with effect from the date of publication of this notification in the Official Gazette.

By order and in the name of the Governor of Goa.

Vivek P. Marathe, Chief Inspector & ex officio Joint Secretary (Factories and Boilers).

Panaji, 4th January, 2021.

**Order**

No. 28/13/2020-LAB/1119

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Macaroni Ship Management Private Limited, 302, Anand Chamber, F. L. Gomes Road, Vasco-da-Gama, Goa and it's 169 Barge Crew/Workmen, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7A of the said Act.

**SCHEDULE**

"(1) Whether the action of the management of M/s. Macaroni Ship Management Private Limited, 302, Anand Chamber, F. L. Gomes Road, Vasco-da-Gama, Goa, in refusing employment to following 169 Barge Crew/Workmen, is legal and justified?"

| Sr. No. | Name of Workmen      | Designation |
|---------|----------------------|-------------|
| 1       | 2                    | 3           |
| (1)     | Abdul Hannan Shaikh  | Master      |
| (2)     | Agustin Rodriguse    | Master      |
| (3)     | Conceicao Estibreiro | Master      |
| (4)     | Dnyaneshwar Kerkar   | Master      |
| (5)     | Eknath Phadte        | Master      |
| (6)     | Eulogio Barbosa      | Master      |
| (7)     | Francisco Vaz        | Master      |
| (8)     | Golam Rasul Sardar   | Master      |
| (9)     | Gyan Singh Verma     | Master      |
| (10)    | Kanta Naik           | Master      |
| (11)    | Luis Rodrigues       | Master      |
| (12)    | Mohamed Shaukat Khan | Master      |
| (13)    | Mohammad Tofail Khan | Master      |
| (14)    | Reginaldo Gonsalves  | Master      |
| (15)    | Sanjiv Bhonsle       | Master      |
| (16)    | Sateesh Naik         | Master      |
| (17)    | Sebastiao Carneiro   | Master      |
| (18)    | Shafi Bhatkar        | Master      |
| (19)    | Shyam Naik           | Master      |
| (20)    | Vidyadhar Redkar     | Master      |
| (21)    | Vilas Yeram          | Master      |