

**Order**

No. 28/5/2021-LAB/389

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between management of M/s. The International Centre Goa, Dr. E. Borges Road, Dona Paula, Goa and its workperson Ms. Maria Silvia Mergulhao Desouza, Senior Executive - House Keeping, 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 (c) 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 Labour Court-II of Goa at Panaji-Goa, constituted under Section 7(1) of the said Act.

**SCHEDULE**

- "(1) Whether Ms. Maria Silvia Mergulhao Desouza, Senior Executive Housekeeping could be construed as "Workman" as defined under Section 2(s) of the Industrial Disputes Act, 1947 (Central Act 14 of 1947)?
- (2) If answer to the above is in affirmative, then, whether the action of the management of M/s. The International Centre Goa, Dona Paula, Goa, in refusing employment to Ms. Maria Silvia Mergulhao Desouza, with effect from 02-01-2020, is legal and justified?
- (3) If answer to issue No. (2) above is in negative then, what relief the workperson is entitled to?"

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

*Amalia O. F. Pinto*, Under Secretary (Labour).  
Porvorim, 10th August, 2021.

**Notification**

No. 28/2/2021-LAB/341

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 22-06-2021 in Ref. No. IT/03/21 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

*Amalia O. F. Pinto*, Under Secretary (Labour).  
Porvorim, 19th July, 2021.

IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI

(Before Ms. Bela N. Naik, Hon'ble Presiding  
Officer)

Ref. No. IT/03/21

The General Manager,  
M/s Sanofi India Limited,  
L-121, Phase III,  
Verna Industrial Estate,  
Verna, Goa- 403722.

.... Employer/Party I

V/s

Workmen,  
Rep. by the President,  
Bhartiya Kamgar Sena,  
C/o Shankar Murari Pandit,  
H. No. 86/1(85, Mahalaxmi Residency,  
Behind Kala Bhavan,  
Sancoale, Goa- 403726.

..... Workman/Party II

Employer/Party I represented by Ld. Adv. Shri M. S.  
Bandodkar.

Workmen/Party II represented by Ld. Adv. Shri P. J.  
Kamat.

**AWARD**

(Delivered on this the 22nd day of the month  
of June of the Year 2021)

By Order dated 21-12-2020, bearing No. 28/22/2020-LAB/1118, the Government of Goa in exercise of powers conferred by Section 10 (1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to this Tribunal for adjudication.

"(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**

(1) 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.

(2) 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.

(3) *Demand No. 3: Same scale of pay:*

The management will not revise any scale further and will continue to pay the same.

(4) *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.

(5) *Demand No. 5: HRA:*

The Management will continue to pay same HRA as the component paid is already of higher standards.

(6) *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.

(7) *Demand No. 7: Lunch Allowance:*

The Lunch allowance @ 575/- to be paid only to those employees who don't avail canteen facility.

(8) *Demand No. 8: Subsidized snacks:*

The snacks at the start of the shift and midnight meal to be provided at 50% subsidy cost to the employees concerned.

(9) *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.

(10) *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.

(11) *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.

(12) *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.

(13) *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.

(14) *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.

(15) *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.

(16) *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.

(17) *Demand No. 17: Overtime:*

Overtime to be paid as per provisions of the law.

(18) *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.

*(19) 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. 1,20,000/-. 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.

*(20) 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.

*(21) 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 increase productivity. Employees are required to punch during start and end of the lunch/dinner/mid-night 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.

*(22) Demand No. 22: Shift timings:*

Current shift timings to be continued. First shift, Second shift, Third shift and General shift. (8.00 to 16, 16.00 to 00.00, 00.00 to 8.00), shift timings as agreed upon in the last consent award to be implemented. Break to be given as per Factories Act.

*(23) 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.

*(24) Demand No. 24: Bonus:*

Bonus to be paid by the company as per provisions of the Bonus Act, 1965 and rules made therein.

*(25) 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.

*(26) Demand No. 26: Medical Scheme/Medical Allowance:*

The Company already have Medical Scheme (Medical Hospitalisation Reimbursement Policy) insurance policy on 24 hr. 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 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 prescriptions to claim this amount.

Sanofi India Pvt. Ltd. Goa employs contractors and no casual workers are employed under Sanofi India Ltd.

*(27) 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.

*(28) Demand No. 28: Wage ceiling:*

The workers have to pay ceiling @ 38,000 INR CTC per month in the workman grade.

*(29) 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, in house or external for which they should provide total participation.

(30) *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.

(31) *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.

(32) *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 health 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.

(33) *Demand No. 33: Lumpsum Payment Incentive:*

No lumpsum incentive will be paid for signing the agreement/wage settlement.

(34) *Demand No. 34: Festival Advance:*

Current practice of festival advance to continue. No change in the current practice.

(35) *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 & ESI (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.

(36) *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 violation - 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 the answer to issue No. (1) is in the negative, then, to what relief the Management is entitled?"*

2. Upon receipt of the reference, it was registered as IT/03/21 and registered A/D notices were issued to both the parties.

3. During the course of proceedings, Party I filed an application at Exhibit 4 for taking up the matter on 09-06-2021 and filed an application at Exhibit-5 colly along with the Memorandum of Settlement dated 08-06-2021 at Exhibit 5 colly stating that they have arrived at a settlement under Section 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947 in respect of Charter of demands dated 02-05-2018 the Union and the Management Charter of Demands dated 12-07-2019 that they do not wish to continue with the reference and prayed that an award be passed in terms of said settlement dated 09-06-2021. The above application has been signed by representative of Party I, Mr. Arvind Sawant, President, Dr. Raghunath Kuchik, General Secretary and other Committee Members, so also the representative of Party II, Shri Magno Fernandes, Site Director, Goa Site and Mr. Shailendra Bidye - Site HR Head, Goa Site and the other Officials on behalf of Party II and agreed upon the terms mentioned below:

1.0 *Objectives, intent and purpose of this settlement:*

1.1 The purpose of this settlement is to provide orderly, effective and harmonious industrial relations through collective bargaining, to maintain cordial and meaningful relations between the Company and the workmen, to maintain fair wage and service conditions, to ensure prompt and fair redressal of grievances, to foster positive discipline and total observance of all rules and regulations everywhere in the organization, to sustain and improve efficiency, smooth and uninterrupted operations in the factory and to increase individual and overall productivity all round and ensuring also the welfare of the workmen.



1.2 Recognising the rights and responsibilities of the Company and appreciating that the Company must improve and sustain its competitive status and earning capacity through concerted efforts aimed at improving efficiency and productivity, the workmen agree to render complete, wholehearted and unstinted co-operation in improving productivity, to improve continuously the quality of the Company's products and to ensure on time delivery.

1.3 To re-dedicate and re-affirm our mutual faith to work together for the continuous stability, growth and profitability so that our organization becomes WORLD CLASS, serve customers to international standards, develop technologies related to both process and products, hold our own against competition and to become global in our thinking and approach.

1.4 The parties will co-operate in securing improvements in overall productivity and avoiding all forms of waste including waste of time and materials and all wasteful practices. For achieving the above objectives and to sustain and improve the competitive status of the Company, effectively respond to and satisfy customer needs and to improve its production and earning capacity, and pledge to foster and encourage the highest degree of co-operation between the Company and their workmen at all levels.

1.5 It is the intent and purpose of the parties hereto that under the existing highly competitive conditions in the industry, all efforts will be directed at maximising production/productivity, quality, containing the manufacturing costs at appropriate levels and eliminating all wasteful practices. In order to achieve this, there shall be appreciation of obligations on either side.

1.6 It is clearly understood and agreed by the Parties hereto that the objectives of the Settlement are not only to ensure harmonious industrial relations resulting in improved productivity and higher earnings to workmen, but also to review, streamline and rationalise various procedures, practices, systems, etc. and to ensure optimum utilisation of all resources, maintain optimum inventory levels, elimination of all wasteful practices and due enforcement of discipline for the sustained stability and growth for achieving the targeted turnover of the company.

#### 2.0 *Management Role:*

In discharging their responsibilities, the Management shall be the providers of direction and long term perspective for the organization. All such necessary performance such as adequate long

term and short term planning, required capital expenditure and investments in plant, equipment etc. development and sufficient provision of vital infrastructure facilities such as space and power, development and management of sources of raw material/supplies of input to the Production Unit, adequate manpower planning and stationing and governance of the Employee population shall be considered as Management responsibilities.

#### 3.0 *Employee Role:*

While discharging their responsibilities through their sufficient and effective performance, the Workmen shall co-operate in all initiatives Lean, Supply Chain Management, Modernisation, change in technology and manufacturing processes, contemporary management techniques and practices and optimising the use of men, material and machinery. Implementation of safety measures and using safety appliances, personal protection equipment's (PPE) etc. workmen agree jointly and severally to extend their full co-operation to the company in improving effective working time, enforcing discipline, improving the efficiency, maintaining punctuality and regularity in attendance, improving quality and safety at workplace consistently and eliminating wastage and unproductive practices which will hamper production/productivity.

#### 4.0 *Collaborative Efforts:*

Harmonious Industrial Relations, healthy practices and commitment on either side to resort only to constitutional means to resolve differences, if any, are accepted as prerequisites for successfully steering the Company to establish growth and attain an enviable position in the industry. Both parties firmly believe that joint efforts on the lines referred to above, will enable them to attain their cherished goals.

#### 5.0 *Applicability:*

The provisions of this settlement shall be applicable only to all permanent workmen who are members of the union and were on the rolls of the company on the date of submission of the charter of demands dated 2nd May, 2018 (as per the list attached in Annexure A) and no other workmen or employee shall be covered under this settlement. Any confirmed employee who was part of the charter of demand dated 2nd May, 2018 and has resigned from the services of the company or ceased to be in employment for any reason during the term of the settlement will be entitled for an amount proportionate to the period of service rendered during the term of the settlement. They would be paid actual arrears in full and final settlement of

all their dues arising out of this settlement. In order to identify such workman an application will be obtained from them. As on the date of signing of this settlement, since the period/tenure of the settlement is already over the benefit would be given only to members as per the list attached in Annexure A.

It is further agreed between the parties that the provisions of this settlement, however, shall not be applicable to, workmen employed by any of the contractors or those who are employed as retainer/consultant or casual/temporary/part-time workmen for whatsoever job work in whatsoever capacity, they are engaged.

#### 6.0 *Emoluments & costing of this settlement:*

The total cost of the settlement was arrived at and then after agreement between the parties in mutual interest it was decided to distribute it in the following manner.

#### 6.1 *Basic Pay and Fitment:*

It is agreed that the following pay scale shall apply to all the eligible workmen during the tenure of this settlement.

3000-550-5750-575-8625-600-11625-625-14750-650-18000-675-21375-700-24875-725-28500.

Each permanent workman on the rolls of the company and who are part of this settlement shall be given an ad hoc rise in their existing basic pay w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 17	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 3045/- p.m.	Rs. 652.50/- p.m. + yearly increment	Rs. 652.50/- p.m. + yearly increment.
II	Rs. 2695/- p.m.	Rs. 577.50/- p.m. + yearly increment	Rs. 577.50/- p.m. + yearly increment.
III	Rs. 2380/- p.m.	Rs. 510/- p.m. + yearly increment	Rs. 510/- p.m. + yearly increment.
IV	Rs. 1645/- p.m.	Rs. 352.50/- p.m. + yearly increment	Rs. 352.50/- p.m. + yearly increment.

On adding above amount into the existing Basic Pay & Personal Pay (drawn in July, 2017), the basic salary so arrived will be then fitted in the Pay Scale at appropriate level. If there is no corresponding step in the salary scale the residue amount, if any, due to this fitment will be considered as Personal Pay. It is agreed between the parties that the Personal Pay of the first year

i.e. 1st July, 2017 shall be added to the fitment money of the second year i.e. 1st July, 2018 and fitted at the respective step in the Scale of Pay and residue amount in the second year shall be taken as personal pay. Similarly the personal pay of second year shall be added to the fitment amount of the third year i.e. 1st July, 2019 and fitted at the respective step in the scale of pay and the residue amount in the third year shall be taken as Personal Pay. This personal pay shall be considered for calculating all benefits such as overtime wages, provident fund, bonus, LTA, Gratuity. Basic scales for new employees taken on Probation/Confirmation will be fitted into Basic scale in respective Grades depending on his qualifications and experience and is paid all allowances in the Grade at the discretion of the management.

It is agreed between the parties that if the management associate joins the union of workmen at any time, they shall be given the scale of pay as agreed above in clause 2 and fitted at appropriate step prospectively from the date they join the union.

It has been agreed between the Union and the Management that the amount of Rs. 200 shall be added into Basic Wage w.e.f. 1st July, 2017.

#### 6.2 *House Rent Allowance:*

Each permanent workman on the rolls of the company and who are part of this settlement shall be given a rise in their existing House Rent Allowance w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 2017	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 1995/- p.m.	Rs. 427.50/- p.m.	Rs. 427.50/- p.m.
II	Rs. 1645/- p.m.	Rs. 352.50/- p.m.	Rs. 352.50/- p.m.
III	Rs. 1330/- p.m.	Rs. 285/- p.m.	Rs. 285/- p.m.
IV	Rs. 595/- p.m.	Rs. 127.50/- p.m.	Rs. 127.50/- p.m.

House Rent Allowance will attract only contributions towards ESI and overtime benefit in accordance with the prevailing statute. It shall not be consider for the purpose of PF, Bonus, Gratuity and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

#### 6.3 *Lunch Allowance:*

Each permanent workman on the rolls of the company and who are part of this settlement shall

be given a rise in their existing Lunch Allowance w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 2017	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 350/- p.m.	Rs. 75/- p.m.	Rs. 75/- p.m.
II	Rs. 350/- p.m.	Rs. 75/- p.m.	Rs. 75/- p.m.
III	Rs. 350/- p.m.	Rs. 75/- p.m.	Rs. 75/- p.m.
IV	Rs. 350/- p.m.	Rs. 75/- p.m.	Rs. 75/- p.m.

This allowance shall not be considered for purpose of PF, Bonus, Gratuity, overtime and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

The present system of providing a subsidy of Rs. 14/- per meal will continue, however any further increase in the meal prices will be shared in the proportion of 75: 25 between the Management and the employees respectively.

#### 6.4 Education Allowance:

Each permanent workman on the rolls of the company and who are part of this settlement shall be given a rise in their existing Education Allowance w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 2017	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 350/- p.m.	Rs. 75/- p.m.	Rs. 75/- p.m.
II	Rs. 350/- p.m.	Rs. 75/- p.m.	Rs. 75/- p.m.
III	Rs. 350/- p.m.	Rs. 75/- p.m.	Rs. 75/- p.m.
IV	Rs. 350/- p.m.	Rs. 75/- p.m.	Rs. 75/- p.m.

This allowance shall not be considered for purpose of PF, Bonus, Gratuity, overtime and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

#### 6.5 Conveyance Allowance/Transport Allowance:

Each permanent workman on the rolls of the company and who are part of this settlement shall be given a rise in their existing Conveyance Allowance/Transport Allowance w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 2017	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 350/- p.m.	Rs. 75/- p.m.	Rs. 75/- p.m.
II	Rs. 350/- p.m.	Rs. 75/- p.m.	Rs. 75/- p.m.
III	Rs. 350/- p.m.	Rs. 75/- p.m.	Rs. 75/- p.m.
IV	Rs. 350/- p.m.	Rs. 75/- p.m.	Rs. 75/- p.m.

Conveyance Allowance/Transport Allowance shall not be considered for purpose of PF, Bonus, Gratuity, overtime and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

#### 6.6 Medical Allowance:

It is agreed between the parties that the prevailing practice shall continue in respect of this demand.

#### 7.0 Medical Scheme:

All such workmen who are exempted from ESIC scheme (as in Clause 7) will be covered under a suitable insurance policy for Medical Hospitalization Reimbursement Policy upto an amount of Rs. 5,00,000/- per financial year for self, spouse and upto 2 dependent children upto 21 years of age. The hospitalization claim shall be directly settled with insurance company and all the terms and conditions as prevalent with the Insurance company will be applicable.

As and when the existing employee is again covered under ESIC scheme in future, whether prospectively or retrospectively, due to amendment in the ESI Act, the hospitalization benefit scheme will cease to be in operation.

#### 8.0 Leave Travel Allowance:

All permanent employee on the rolls of the company will be paid an amount equivalent of one month Basic Pay and Personal Pay as Leave Travel Allowance. All other conditions for availing LTA will be as per the LTA policy of the company and will remain the same.

#### 9.0 Shift Timings:

It is agreed that the shift timings will be as follows (in case of three shift working):

Shift	Timing	Lunch/Dinner
I	08.00 hrs. - 16.00 hrs.	30 mins.
II	16.00 hrs. - 00.00 hrs.	30 mins.
III	00.00 hrs. - 08.00 hrs.	30 mins.
General	09.00 hrs. - 17.30 hrs.	30 mins.

- a. It is also agreed that, as per the prevailing practice and business needs, the company will decide to work in One/Two/Three shifts/ Extended shift as and when the need arise as per business requirement or due to exigencies of work.
- b. Availability of operators at work place (place of work) at start of shift indicated above i.e. sharp 08.00 hrs. for first shift, 16.00 hrs. in second shift and 00.00 hrs. in third shift.
- c. During two shift operation
  - I. Machines to start within 10 minutes (i.e. 8:10 a.m. in first shift) latest at beginning of shift.
  - II. No stoppage during first and second shift transition/handover.

- III. Stoppage of machines 15 minutes before end or shift for cleaning purposes (at 11:45 p.m. in second shift).
- IV. If there is no cleaning of machine in each shift that the machines in the first and second shift shall run without stoppage.
- d. Subject to clause 10 (C) above, the Operators to follow running handover strictly.
  - I. Operator shall ensure that the machine is not stopped during the shift change and handover the machine in running condition to the next operator/assigned employee.
  - II. The operator shall ensure that he/she takes the handover prior or sharp at respective shift timings mentioned and notified from time to time.
  - III. Operator to remain at respective post till other operator/assigned employee is able to take over charge during shift change.
  - IV. Operators to ensure that at no circumstances machine shall be stopped during the shift change. Similarly staggering shall be strictly followed during lunch/dinner break.
- e. Maximum number of late comings 3 (three) in a calendar month and max. Late time allowed in such case is upto 10 minutes, after which the employee has to apply for half day alternatively salary for half day will be deducted. No intimation in this regards, may be given to the concerned operator. The same rule and calculation will hold good for employees leaving the workplace earlier than the designated time.
- f. Any operator punching his attendance card or reporting at place of work after 15 minutes from the start of the shift, the employee has to apply for half day alternatively salary for half day will be deducted. No intimation in this regards, may be given to the concerned operator. The same rule and calculation will hold good for employees leaving the workplace earlier than the designated time.
- g. Lunch break and dinner break timing of 30 mins. to be strictly followed and necessary staggering should be done.
- h. Shift operating personnel will remain at their posts until he is relieved by his successor or their supervisor is able to make other arrangements for their relieving.
  - I. Operators should remain at the work place and may leave workplace for IPC checks or only work related issues with permission of their supervisors.

- II. Subject to Clause 10 (c) above, there will be no stoppage of machines during first, second shift and third shift transition and handover.
- III. Immediate communication in case machine stoppage to be given by the operator to the supervisor or maintenance engineer, to ensure maximum machine utilization and minimize the wastage.

#### 9.0 Shift Allowance Payments:

All confirmed employee working in second shift will be paid a shift allowance of Rs. 40/- per second shift worked and Rs. 80/- in case of third shift effective July, 2017. This will not be applicable for extended hours. Rules and regulations for claiming this allowance will be made in accordance with the provisions of the law relating to shift working. This amount will not attract any other benefit such as Provident Fund, Gratuity, Bonus and Overtime Payments.

#### 10.0 Leave and Paid Holidays:

All such workmen who are exempted from ESIC Scheme (as in Clause 7) will be given an additional 2 days of sick leave per calendar year (on pro-rata basis). These leaves will be withdrawn, as and when the employee is again covered under ESIC scheme in future, whether prospectively or retrospectively, due to amendment in the ESI Act.

All other terms and conditions with respect to leave and paid holidays as per the prevailing practice and as detailed in the Certified Standing Orders will be applicable.

#### 11.0 Overtime:

Overtime shall be paid as per the provisions of the Factories Act, 1948 and other relevant statutes. This amount shall not be taken into account for PF, Gratuity, Bonus and Leave encashment. The overtime shall not be refused when asked due to exigencies of work.

#### 12.0 Loan:

The permanent workman shall be entitled, from the date of signing of this agreement for a 50% interest subsidy on personal loan of upto Rs. 1,80,000/-. The workman shall satisfy all the terms and conditions attached to the loan. The Company shall reimburse 50% of the interest charged by the bank to the workman in his/her monthly salary. Any rules and regulations made under the loan scheme in future shall be binding on all workmen. Till the loan amount is fully repaid, workmen will not be entitled to any other company loan. Prevalent rules as applicable under Income Tax will be applicable.



**13.0 Festival Advance:**

The permanent workmen shall be entitled to avail festival advance of Rs. 5,000/- per year. The advance will be paid once a year, either for Ganesh Chaturthi, Diwali, Id or Christmas as per request made by the workmen in writing. The advance shall be deducted in 10 equal monthly instalments from the salary of the workmen from the month when the advance is availed.

**14.0 Monsoon Allowance:**

It is agreed between the parties that the prevailing practice shall continue in respect of this demand. An Amount of Rs. 750/- will be paid w.e.f. 2018 along with the salary in the month of May/June.

**15.0 Bonus:**

The Payment of Bonus shall be as per the provisions of the Payment of Bonus Act, 1965, and rules made thereunder.

**16.0 Insurance Policy:**

All workmen would be covered under the Group Personal Accident Insurance Policy. The accident coverage for each workman will be for an amount of Rs. 1,00,000/- (Rupees one lakh only). The coverage will be on a 24-hours basis. The terms and conditions prevailing as per the policy shall be binding.

**17.0 Lumpsum Payment:**

It is agreed that the company shall pay a one-time lumpsum amount of Rs. 5,000/- as ex-gratia as settlement signing incentive.

In appreciation of the Co-operation shown by the Union and as demanded by the Union and the Workmen the company has agreed that each workman/member of union who are on the rolls of the company on the date of signing of this settlement shall be paid lumpsum amount of Rs. 11,500/- totalling to Rs. 8,05,000/- as ex gratia to be paid as a part of the arrears arising out of the settlement.

It is also agreed between the Union/Workmen/Management/Company that both the Parties shall file a joint application before the appropriate authorities for an award/order in terms of the settlement in Ref. IT/10/20 and IT/3/21 as also following disputes pending before various authorities for finally disposing the matters.

Sl. No.	Brief	Filed by	Filed against	Case No.
1.	Special Allowance	Union	Sanofi India Ltd.	IT/53/16
2.	Withdrawal of Special Allowance	Union	Sanofi India Ltd.	IT/13/18
3.	Protected Workmen	Union	Sanofi India Ltd.	All pending cases.
4.	Deduction of Special Allowance	Pravin Kande & Others	Sanofi India Ltd.	CLE/(PWA-2)/2018.
5.	Refusal of work	Union	Sanofi India Ltd.	IT/06/2020
6.	Works Committee	Union	Sanofi India Ltd.	CLE/TA/(383)/2016 and other related matters on the subject.

The works committee will be constituted as per law laid down and committee shall be constituted within 90 days after the Award passed in terms of settlement by the Industrial Tribunal.

All pending enquiries against the workmen who are members of the Union will be mutually closed.

**18.0 General Provisions:**

- The Union and the workmen have specifically agreed to implementation of various requirements/procedures under ISO, FDA regulations, GMP, EHS, Factories Act, I.D. Act, 1947 and gowning procedures and other Global/International authorities etc.
- This settlement is in full and final settlement of all demands raised by the Union in their charter of demands dated 20th June, 2020 mentioned in the recital of this case above and other demands, which are not specifically dealt with or not pressed in this settlement, shall be treated as settled.
- The Union and the workmen individually, jointly or through any other union or agency, agree not to raise or pursue any dispute in respect of any demands in respect of the workmen covered under this settlement, whether specifically covered or not pressed or withdrawn in this settlement and further agree

not to raise any demand on behalf of these workmen involving any financial burden or otherwise on the company, directly or indirectly, during the currency of this settlement. The Company agrees not to raise or pursue any dispute specifically covered or withdrawn during the currency of this settlement.

- d) In case of a legislation or otherwise, any identical or similar higher benefits as accruing to the workmen under this settlement, are introduced in future by the Government, the Union and the workman, the company shall make good the difference to fall in line with such legislation. The workmen will be entitled to opt for benefits either under this settlement or the legislation in its totality, whichever is more beneficial to them but not both.
- e) Both parties also agree that in case of any individual/group grievances, every effort will be made to resolve it in the first place by mutual discussions between the parties in accordance with the existing grievance procedure, and without either party resorting to any unilateral action. It is also agreed between the parties that in event that they do not arrive at a mutually acceptable solution, both parties will follow constitutional and legally established machinery/methods for the settlement of disputes and shall not resort to any direct and/or agitational methods.
- f) It is in interest of the Company and its workmen that the company must sustain and improve its competitive status and earning capacity. For this the union and its workmen agree to co-operate with the Management in all necessary efforts to continue to improve efficiency, productivity, various continuous improvement programmes and elimination of wastage. As a measure of the same it is agreed that workmen or employee shall co-operate and participate in the Lean management/GMP and different initiatives like +QDCI, VSM (Value Stream Mapping), works committee, or any other taken in this regards.
- g) It is expressly understood by the Union and its workmen that all the prevalent service conditions shall continue to remain unaltered and the union and the workmen agree to abide and follow these conditions for the overall efficiency of the Plant and the Company.
- h) It is understood by the Union and the workmen that any rules and regulations, existing practices, privileges, terms and conditions currently prevailing in the company as a matter of policy or statute which have not been expressly altered as a result of this settlement shall continue to remain in force and the union and its workmen shall abide by the same. Any alteration in the existing policy, rules and regulations, existing practices and privileges or introduction of any new policy, rules and regulations, practices and privileges by the Company during the tenure of this settlement in accordance with the existing law at the time of such alteration/introduction, and which does not prejudice the terms and conditions of this settlement shall be followed by the union and its workmen. Similarly any statute modified or introduced by the Government during the tenure of this settlement shall be complied with by the company as well as the union and its workmen.
- i) It is understood and agreed upon by the Union and its workmen that usage of Mobile phones in the Production area (Manufacturing and Packaging) and other restricted areas is not permitted. The workmen and all other employees of the company shall strictly abide by the Mobile Policy of the Company.
- j) The Union and the workmen appreciate that it is essential to improve and maintain the competitive status and profitability of the company and reduce the costs as an ongoing exercise. The Union and the Workmen shall continue to adhere to all measures adopted by the company from time to time towards this goal, including the following.
- I. Introduction of new and/or improved methods and machinery, re-structuring, re-allocation or re-organization, flexibility of manpower allocation and method simplification or modification or improvements in Various Inputs.
  - II. Both parties agree to carry out modifications, abolition of wasteful practices, introduction of appropriate procedure for effective and maximum utilization of the operating time, and such other methods as may be considered appropriate jointly which will result into work simplification or overall improvement in the efficiency.
  - III. It is agreed that workman shall work in any section/department as per the requirement of the company. The Company may also depute workmen in other department/on any other job than currently handled by him for up-gradation of his skill or due to exigencies of work or company requirements.

IV. It is agreed that workman shall adhere to working in shifts as notified from time to time and accepting overtime work as and when it is required. Workmen from the prior shift shall co-operate and continue to work on overtime after his regular duty hours in case of absenteeism or work requirement.

V. It is also agreed that safety of the plant, machinery/equipments and personnel is of paramount importance and both the parties shall protect it under all circumstances. The workmen shall ensure at all times wearing of personal protective equipment wherever required as per safety norms required for personal safety.

VI. The concerned workmen shall handover proper charge at work-place during the change over from one shift to another. It is also agreed that all workmen will adhere to the shift timings by starting the work on time and not leaving the place of work until and unless he is relieved by the next shift operator.

VII. It is agreed that the workmen will adhere to all the rules of the cafeteria/canteen including of lifting of self-soiled plates and depositing the same in the bin provided in the canteen.

VIII. It is also agreed that all workmen will attend the training programs they are nominated for as per the Company's training and development plans.

#### 19.0 Tenure of Settlement:

The settlement shall remain effective from 1st July, 2017 to 30th September, 2020 and shall continue to remain in force thereafter until such time it is validly terminated by either of the parties as per the provisions of the Industrial Disputes Act, 1947.

It is further agreed that the arrears arising out of this settlement shall be paid to all the workmen as per list at Annexure A. The said payment shall be subject to any deductions under the prevailing laws and will be paid within 3 succeeding months from signing of the settlement. Any tax liability arising from any payment or other benefits introduced or revised under the settlement will be as per the Income Tax Act, 1961.

That this settlement shall be presented before the Industrial Tribunal, Panaji in References No. IT 10/20 IT 03/2021, IT 53/16, IT 13/18 & IT 06/20 and before the Office of the Commissioner of Labour and Employment in cases of Protected Workmen,

Pravin Kande and Others bearing No. CLE/(PWA-2)/2018 & Works Committee with a prayer to make an Order in Terms of this settlement.

It is agreed that with the signing of the settlement all the differences or disputes pending cases/reference related to the Charter of Demands in Reference No. IT 10/20 and IT 03/2021 between the management and the workmen in the tribunal or with conciliation authority is deemed to have been settled. It is agreed that no fresh dispute on any issue which is settled under this settlement shall be raised with the management or with any authority under industrial/labour law during the subsistence of this settlement. In view of the above settlement it is specifically agreed between the parties for the disposal of all the matters mentioned hereinbelow that Union will withdraw all the following case or file and shall make applications before the appropriate authority to pass no dispute award for the disputes mentioned hereinbelow.

Sl. No.	Brief	Filed by	Filed against	Case No.
1.	Special Allowance	Union	Sanofi India Ltd.	IT/53/16
2.	Withdrawal of Special Allowance	Union	Sanofi India Ltd.	IT/13/18
3.	Protected Workmen	Union	Sanofi India Ltd.	All pending cases.
4.	Deduction of Special Allowance	Pravin Kande & Others	Sanofi India Ltd.	CLE/(PWA-2)/2018.
5.	Refusal of work	Union	Sanofi India Ltd.	IT/06/2020.
6.	Works Committee	Union	Sanofi India Ltd.	CLE/TA/(383)/2016 and other related matters on the subject.

20.0 That in consideration of the management having agreed to their demands as specified in this settlement, during the period of its operation the workers who are beneficiaries of the settlement and the Union agree that they will not, either jointly or severally, raise/support any demand involving any additional financial burden upon the management,

or support any move likely to disrupt any of the operations of the Management, which may directly or indirectly cast a financial burden on the company.

For following three workmen who were confirmed in between the tenure of the settlement, their payment mode will be as follows:

E Code	Name	DOJ
130042	Surat Gaonkar	14-09-2017.
99227	Kumar Kamble	14-09-2017.
99070	Jitendra Usapkar	13-05-2017.

The above three workmen would be only eligible for settlement benefit from July, 2018. Further, they would be paid annual basic increment of April, 2018. If the said employees had taken MA increments for the year April, 2018, then the same stands to be relinquished by them and would be recovered from the arrears paid arising out of this settlement.

Further, employees joined the union on 17-07-2017 would be eligible for Settlement benefit from July, 2017. Further, employees joined the union on 28-06-2018 would be eligible for Settlement benefit from July, 2017. Further they will be paid annual basic increment of April, 2018 as per the settlement. Further, if these set of workmen had taken MA increments for the year April, 2018 than the same stands to be relinquished by them and would be recovered from the arrears paid arising out of this settlement.

#### 21.0 Other conditions of service:

That all other terms and conditions of service, more particularly including all those specified in the letter of appointment of probation/confirmation, Certified Standing Orders and existing rules and regulations as the case may be, in the employment of the management not modified in this settlement, will continue unaltered.

It is hereby agreed by and between the parties that any technical, legal, arithmetical and typographical error that may have inadvertently crept up in the settlement, will be resolved and rectified mutually and neither party will take undue advantage if any.

4. I have gone through the application dated 09-06-2021 along with the Memorandum of Settlement at Exh. 5 colly filed by both the Parties, which in my view, are just and fair and in the interest of both the Workmen/Party I as well as Employer/Party II and hence, the same are accepted.

5. In view of above, I pass the following:

#### ORDER

- (i) The reference at the instance of both the Parties stands disposed off in view of the application dated 09-06-2021 at Exhibit 5 colly.
- (ii) Consequently, the benefits of the Settlement shall be extended to the workmen of Party I.
- (iii) No order as to costs.
- (iv) Inform the Government accordingly.

Sd/-  
(Bela N. Naik),  
Presiding Officer,  
Industrial Tribunal and  
Labour Court.

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### Department of Law & Judiciary Law (Establishment) Division

#### Order

No. 14/09/2016-LD(Estt.)(PF-I)/1687

Sanction of the Government is hereby conveyed to provide medical and conveyance/LTC facilities to the Hon'ble Judges of the High Court of Bombay at Goa, on par with the Hon'ble Judges of the High Court of Bombay at Mumbai, Maharashtra, as detailed below:-

1. Reimbursement of actual medical expenditure incurred for the treatment taken in private hospital/clinics.
2. Taxi/car fare at the rate of Rs. 24/per km. towards journey performed in own car/taxi, as per O. M. No. 19030/1/2017-E.IV dated 13-07-2017 of Government of India, Ministry of Finance, Department of Expenditure, New Delhi.

This issues with the concurrence of the Finance (R&C) Department vide U.O. No. 1400072796 dated 02-07-2021.

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

*Amalia O. F. Pinto*, Under Secretary (Law-Estt.)  
(Link).

Porvorim, 6th August, 2021.