

Panaji, 20th February, 2025 (Phalguna 1, 1946)

SERIES II No. 47

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

*Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 46 dated 13-02-2025 as follows:*

- (1) *Extraordinary dated 18-02-2025 from pages 979 to 984 regarding Orders and Notifications from Goa State Election Commission.*
- (2) *Extraordinary (No. 2) dated 19-02-2025 from pages 985 to 986 regarding Notification from Goa Legislature Secretariat.*

### GOVERNMENT OF GOA

Department of Co-operation  
Office of the Assistant Registrar of Co-operative Societies

#### Order

No. 23-40-83/ADT/ARSZ/CREDIT/2920

- Read: 1) Final report dated 22-12-2023 received from liquidator of the Oriental Insurance Employees Co-operative Credit Society Ltd., Vasco-Goa.
- 2) Order dated 15-11-2024 terminating the liquidation proceeding of the Oriental Insurance Employees Co-operative Credit Society Ltd., Vasco-Goa.

In exercise of powers vested in me under Section 19 of the Goa Co-operative Societies Act, 2001, I, Monal Manerikar, Assistant Registrar of Co-operative Societies, South Zone, Fatorda, Margao-Goa, hereby in furtherance to the order referred at Sr. No. 2 above, cancel the registration of the Oriental Insurance Employees Co-operative Credit Society Ltd., bearing number 8-RES-(a)-9/South Goa/82 dated 26-10-1982.

The Society shall from the date of order of cancellation, deemed to be dissolved and shall cease to exist as corporate body.

Monal Manerikar, Asstt. Registrar Co-op. Societies, South Zone, Fatorda.

Margao, 24th January, 2025.

#### Notification

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Priol Shetkari Vikas Co-operative Multipurpose Primary Agriculture Credit Society Ltd., Akar Road, Mardol, Priol, Goa"-Goa is registered under code symbol No. RCSPZ2024250056.

Pankaj V. Marathe, Asst. Registrar (Co-operative Societies), Ponda Zone.

Ponda, 29th July, 2024.

#### Certificate of Registration

"Priol Shetkari Vikas Co-operative Multipurpose Primary Agriculture Credit Society Ltd., Akar Road, Mardol, Priol, Goa"-Goa has been registered on 29-07-2024 and its bears registration code symbol No. RCSPZ2024250056 and its classified as "Resource Society" under sub-classification "No. 10-(c)-Service Resource Society" in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Pankaj V. Marathe, Asst. Registrar (Co-operative Societies), Ponda Zone.

Ponda, 29th July, 2024.

#### Notification

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Enchanting Greens B4 Co-operative Housing Maintenance Society Ltd., Lane-8, Khadpaband, Ponda"-Goa is registered under code symbol No. RCSPZ2024250057.

Pankaj V. Marathe, Asst. Registrar (Co-operative Societies), Ponda Zone.

Ponda, 08th August, 2024.

## Certificate of Registration

"Enchanting Greens B4 Co-operative Housing Maintenance Society Ltd., Lane-8, Khadpaband Ponda"-Goa has been registered on 08-08-2024 and its bears registration code symbol No. RCSPZ2024250057 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

*Pankaj V. Marathe*, Asst. Registrar (Co-operative Societies), Ponda Zone.

Ponda, 8th August, 2024.

## Notification

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Hum De One Co-operative Housing Maintenance Society Ltd., Hum De One, Silva Nagar"-Goa is registered under code symbol No. RCSPZ2024250059.

*Pankaj V. Marathe*, Asst. Registrar (Co-operative Societies), Ponda Zone.

Ponda, 16th October, 2024.

## Certificate of Registration

"Hum De One Co-operative Housing Maintenance Society Ltd., Hum De One, Silva Nagar"-Goa has been registered on 16-10-2024 and its bears registration code symbol No. RCSPZ2024250059 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

*Pankaj V. Marathe*, Asst. Registrar (Co-operative Societies), Ponda Zone.

Ponda, 16th October, 2024.

## Notification

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Sadashiv Towers Co-operative Housing Maintenance Society Ltd., Sadashiv Towers Ponda-Goa"-Goa is registered under code symbol No. RCSPZ2024250060.

*Pankaj V. Marathe*, Asst. Registrar (Co-operative Societies), Ponda Zone.

Ponda, 21st October, 2024.

## Certificate of Registration

"Sadashiv Towers Co-operative Housing Maintenance Society Ltd., Sadashiv Towers, Ponda-Goa"-Goa has been registered on 21-10-2024 and its bears registration code symbol No. RCSPZ2024250060 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

*Pankaj V. Marathe*, Asst. Registrar (Co-operative Societies), Ponda Zone.

Ponda, 21st October, 2024.

## Notification

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Codli Co-operative Multipurpose Primary Agriculture Credit Society Ltd.", Codli, near Somnath Temple, Dharbandora-Goa is registered under code symbol No. RCSPZ2024250061.

*Pankaj V. Marathe*, Asst. Registrar (Co-operative Societies), Ponda Zone.

Ponda, 29th November, 2024.

## Certificate of Registration

"Codli Co-operative Multipurpose Primary Agriculture Credit Society Ltd.", Codli, near Somnath Temple, Dharbandora-Goa has been registered on 29-11-2024 and its bears registration code symbol No. RCSPZ2024250061 and its classified as Resource Society under sub-classification No. 10-(c)-Service Resource Society in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

*Pankaj V. Marathe*, Asst. Registrar (Co-operative Societies), Ponda Zone.

Ponda, 29th November, 2024.

## Notification

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Shivdurga Co-operative Multipurpose Primary Agriculture Credit Society Ltd.", Shirshire, Bori, Ponda-Goa is registered under code symbol No. RCSPZ2024250062.

*Pankaj V. Marathe*, Asst. Registrar (Co-operative Societies), Ponda Zone.

Ponda, 13th January, 2025.

## Certificate of Registration

"Shivdurga Co-operative Multipurpose Primary Agriculture Credit Society Ltd.", Shirshire, Bori, Ponda-Goa has been registered on 13-01-2025 and its bears registration code symbol No. RCSPZ2024250062 and its classified as Resource Society under sub-classification No. 10-(c)-Service Resource Society in terms of Rule 8 of the Goa Co-operative Rules, 2003.

*Pankaj V. Marathe*, Asst. Registrar (Co-operative Societies), Ponda Zone.

Ponda, 13th January, 2025.

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## Department of Finance

Directorate of Accounts

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### Order

No. DA/Admn/46-2(171) (part)/2024-25/TR-376/452

Whereas, on the recommendation of the Goa Public Service Commission as conveyed vide its letter No. COM/II/11/1(1)/2019/564 dated 22-03-2022 on opening of the sealed cover of the DPC held on 10-08-2016, Shri Victorino Salvador Colasso was promoted vide Order No. DA/Admn/46-2(171) (Part)/2022-23/TR-1083/146 dated 02-08-2022 to the post of Dy. Director of Accounts/Accounts Officer (Group "A" Gazetted) in Level 10 of the Pay Matrix (i.e. Pay Band PB-3 Rs. 15600-39100, Grade Pay Rs. 5400/- pre-revised) on regular basis with effect from 08-09-2016 with all other consequential benefits flowing there from as per O.M. dated 14-09-1992 issued by the Government of India, Ministry of Personnel, Public Grievances and Pensions, Department of Personnel & Training, New Delhi.

And whereas, as a result, Shri Colasso was allotted seniority in the seniority list of Dy. Director of Accounts/Accounts Officer as per the position allotted to him at the DPC meeting held on 10-08-2016 thus placing him below the name of Shri Agnelo I. D. Machado and above the name of Shri Kisan Gaude vide Memo No. DA/Admn/46-11 (Vol-II)/2022-23/TR-1826/229 dated 19-10-2022 and later revised w.e.f. 08-09-2016 vide Memo No. DA/Admn/46-11(Vol-II)/2024- 25/TR-199/207 dated 25-09-2024.

And whereas, in the meantime Shri Colasso was promoted to the post of Joint Director of Accounts vide Order No. DA/Admn/45-1/2023-24/TR-529/32 dated 12-05-2023 (Group "A" Gazetted) in Level 11 of the Pay Matrix (i.e. Pay Band PB-3 Rs. 15600-39100, Grade Pay Rs. 6600/- pre-revised) on regular basis based on the recommendation of the Goa Public

Service Commission as conveyed vide its letter No. COM/II/11/1(1)/2022/118 dated 10-05-2023, as per the seniority of the post of Dy. Director of Accounts existing that point of time as pending opening of his sealed cover of the DPC held on 10-08-2016, Shri Colasso was promoted to the post of Dy. Director of Accounts/Accounts Officer with effect from 10-02-2020 vide Order No. DA/Admn/45-2/2021-22/TR-494/81 dated 30-06-2021 in view of the Judgment dated 08-02-2021 passed by the Hon'ble High Court of Bombay at Goa in the Writ Petition No. 76 of 2021. He joined to the post of Joint Director of Accounts on 15-05-2023 (b.n.).

And whereas, Shri Colasso made representation dated 12-07-2021 seeking promotion to the post of Joint Director of Accounts with effect from the date of promotion of his juniors to the post of Joint Director of Accounts as his junior Shri Kisan Gaude was promoted to the post of Joint Director of Accounts vide order No. DA/Admn/45-1/2020-21/TR-723/60 dated 22-07-2020 as per the recommendation of the GPSC vide its letter No. COM/II/11/1(1)/2017/583 dated 16-07-2020 based on DPC held on 16-07-2020.

And whereas, as per the approval of the Government, a supernumerary post of Joint Director of Accounts was created vide Order No. DA/Admn/46-2(171)(Part)/2023-24/TR-2863/241 dated 21-11-2023 to accommodate pay and allowances of Shri Colasso with effect from the date of promotion of his junior to the post of Joint Director of Accounts i.e. 22-07-2020 till the date of actual promotion to the post of Joint Director of Accounts i.e. 14-05-2023 which was dependent on GPSC's recommendation.

And whereas, vide Order No. 1/6/RR/Relax/2022-PER/5069 dated 02-12-2024, relaxation in qualifying service required to fulfil the eligibility conditions was granted to Shri Victorino Salvador Colasso for considering him for promotion to the post of Joint Director of Accounts in the Directorate of Accounts by holding a review DPC of DPC held on 16-07-2020.

And whereas, as per the approval of the Government, Goa Public Service Commission was requested vide letter No. DA/Admn/45-1/2024-25/341 dated 26-12-2024 to hold review DPC of the DPC meeting held on 16-07-2020 for considering of promotion of Shri Colasso to the post of Joint Director of Accounts with effect from 22-07-2020.

And whereas, vide letter No. COM/II/11/1(1)/2022/396 dated 04-02-2025, the Goa Public Service Commission informed that the review DPC of the DPC held on 16-07-2020 is fixed on 06-02-2020.

And whereas, the Goa Public Service Commission vide its letter No. COM/II/11/1(1)/2022/403 dated 07-02-2025 has recommended Shri Colasso fit for promotion to the post of Joint Director of Accounts (Group 'A' Gazetted post) along with other officers who were promoted to the post of Joint Director of Accounts in the DPC held on 16-07-2020.

And whereas, the recommendation of the Goa Public Service Commission has been approved by the Government vide U.O. No. 9118/F dated 11-02-2025.

Now therefore, in view of the recommendation of the Goa Public Service Commission as conveyed vide its letter No. COM/II/11/1(1)/2022/403 dated 07-02-2025 on review DPC of the DPC held on 16-07-2020, the Government is pleased to promote Shri Victorino Salvador Colasso to the post of Joint Director of Accounts (Group "A" Gazetted) in Level 11 of the Pay Matrix (i.e. Pay Band PB-3 Rs. 15600-39100, Grade Pay Rs. 6600/- pre-revised) on regular basis with effect from 22-07-2020 with all other consequential benefits flowing therefrom as per O. M. dated 14-09-1992 issued by the Government of India, Ministry of Personnel, Public Grievances and Pensions, Department of Personnel & Training, New Delhi.

And whereas, Shri Colasso shall be eligible for fixation of his pay in the pay scale of the promotional post i.e. Joint Director of Accounts with effect from 22-07-2020 by exercising option under FR 22 (I)(a)(1) within one month from the date of issue of this order. He shall also be eligible for arrears of pay with effect from 22-07-2020 to 14-05-2023 (i.e. date of his actual promotion to the post of Jt. Director of Accounts) which shall be debitable to the Head of Accounts 2054—Treasury and Accounts Administration; 00—095—Directorate of Accounts and Treasuries; 01—Directorate of Accounts; 01—Salaries under Demand No. 08.

Shri Colasso shall continue to work at his present place of posting i.e. Directorate of Accounts, South Branch Office, Margao-Goa as per order dated 11-12-2024.

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

*Dilip K. Humraskar*, Director of Accounts & ex office Joint Secretary.

Porvorim, 14th February, 2025.

## Department of Labour

### Notification

No. 28/02/2025-LAB/Part-II/102

The following Award passed by the Labour Court-II, at Panaji-Goa on 14-01-2025 in Case No. Ref. LC-II/IT/6/2004 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, 4th February, 2025.

IN THE LABOUR COURT-II  
GOVERNMENT OF GOA  
AT PANAJI

(Before **Shri Suresh N. Narulkar, Hon'ble**  
**Presiding Officer**)

Case No. Ref. LC-II/IT/6/2004

Shri Ghanashyam Gaude,  
Rep. by Goa MRF Employees Union,  
Saidham, Dhavlimol,  
P.O. Keulem,  
Ponda-Goa ..... Workman/Party-I.  
V/s

M/s. MRF Ltd.,  
Usgao, Ponda-Goa ..... Employer/Party-II.  
Workman/Party-I represented by Ld. Adv. Shri S. Narvekar.

Employer/Party-II represented by Ld. Adv. Shri G. K. Sardessai.

Panaji, Dated: 14-01-2025.

### AWARD

1. 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), the Government of Goa, by Order dated 27-11-2017, bearing No. 28/51/2016-LAB/814, referred the following dispute for adjudication to the Industrial Tribunal of Goa, constituted under Section 7-A of the said Act. By Government Order No. 28/2/2011-Lab/86 dated 09-02-2016 the present reference is transferred to Labour Court-II, Panaji-Goa.

"(1) *Whether the action of the management of M/s. MRF Limited, Usgao, Ponda-Goa, in terminating*

*the services of Shri Ghanashyam Gawde, Workman, w.e.f. 27-05-2002 is legal and justified?*

*(2) If not, what relief the Workman is entitled to?"*

2. On receipt of the reference, a case was registered under No. LC-II/IT/06/2004 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party-I (for short 'Workman'), was represented by Goa MRF Employees Union (for short, "said Union"). The Union filed its Statement of Claim on behalf of the Workman on 28-04-2004 at Exb-4. The facts of the case in brief as pleaded by the Union are that the Workman was appointed by the Employer/Party-II (for short, "Employer"). The Union stated that the Employer is a limited company incorporated under the Companies Act, 1956. The Union stated that the Employer is engaged inter-alia in the manufacture of tyres and has several factories all over India. The Union stated that the Employer employs a very large workforce thereat. The Union stated that since the formation of the Union, the Employer has been attentive to disrupt the unity of the Workmen employed and who are members of the Union. The Union stated that there has been large scale harassment and victimization of its office bearer and its other members due to their legitimate Trade Union activities. The Union stated that by letter dated 28-04-2001, the said Workman was illegally and unjustifiably suspended pending enquiry and final orders, the provisions of Section 33 of the ID Act not having been complied with. The Union stated that the Workman was not given any opportunity to reply to the Order. The Union stated that the Order was also signed by an unidentified person who the Workman believes to be incompetent to sign the same. The Union stated that thereafter the Workman was issued a charge-sheet dated 30-01-2004 which was illegal at law. The Union stated that it was based totally on concocted charges solely to victimize him for his Union activities. The Union stated that the charge-sheet was based on the allegation that the management was convinced beyond reasonable doubt that the Workman had deliberately slowed production for the period from 13-03-2001 to 21-03-2001 and this assumption of the management was based on a purported normal level tyre production. The Union stated that the basis on which the management had said the figures of normal level tyre production was not explained. The Union stated that the dates of the warning letters mentioned in the charge-sheet were prior to the

dates for which the Workman was charge-sheeted. The Union stated that the charges mentioned in the charge-sheet did not concur with the facts stated out in the charge-sheet. The Union stated that the misconducts alleged, even if proved, would not be grave enough to warrant the punishment of dismissal from service. The Union stated that no documents accompanied the charge-sheet hence, the Workman was unable to effectively prepare a reply to the said charge-sheet. The Union stated that by letter dated 03-05-2001, the Workman sought time to reply to the charge-sheet dated 30-04-2001. The Union stated that thereafter on 10-05-2001, in reference to the aforesaid charge-sheet, the Workman denied the charges alleged against him. The Union stated that the Workman also called upon the management to supply him with details of size of the tyre, percentage of production constituting normal production in each size, copy of confirmation of normal production of 14 tyres as fixed by the management and the I.E.D. standards and calculations/working of the same. The Union stated that without giving the Workman sufficient time, to give his detailed reply and also without supplying the documents sought by him which would have enabled him to effectively reply to the charge-sheet, the management construed the same as an unsatisfactory reply. The Union stated that by letter dated 15-05-2001 sent a notice of enquiry to be held on 01-06-2001. The Union stated that the punishment of the management was thus predetermined. The Union stated that this action of management severely prejudiced the Workman's right at the outset by denying him a reasonable opportunity to reply to the charge-sheet and further tantamounted to violation of the rules of natural justice where at the Workman was called upon to answer the charges based on facts and figures without supplying the said Workman any working or material towards the said facts and figures. The Union stated that the first enquiry was held on 01-06-2001. The Union stated that the appointment letter of the Ld. Enquiry Officer and the M.R. were both signed by unidentified persons whom the workers believes to be incompetent to do so. The Union stated that since no documents were supplied to the Workman earlier, due to which he was unable to prepare an effective reply, the said Workman made another request to the Ld. E.O. to direct the management to provide the necessary documents so that he could prepare his defense effectively. The Union stated that the procedure of the enquiry was also not explained to the Workman clearly. The Union stated that the workers request to be assisted by Mr. Puti Gaonkar was also denied. The Union stated that on

15-06-2001, the said Workman once again requested the management to furnish him with information which he has requested before, vide his letter dated 01-06-2001.

3. The Union stated that on 19-6-2001, the documents sought for were still not produced. The Union stated that the M.R. produced warning letters. However, these letters pertain to periods prior to the said charge sheet and hence are irrelevant. The Union stated that they were also signed by unidentified persons believed to be incompetent to sign them. The Union stated that though the Workman objected to their admission, they were still admitted. The Union stated that the enquiry scheduled for 09-07-2001 was adjourned on request of the M.R. who gave no reason for the same. The Union stated that the next date of the next enquiry was fixed without even considering the convenience of the Workman.

4. The Union stated that on 16-07-2001, the Ld. Enquiry Officer allowed the Management Representative to produce several irrelevant documents on which there were no allegations in the charge-sheet. The Union stated that on 19-04-2001, the said Workman was called by the Management Representative to the conference room. The Union stated that the Workman was threatened by the Senior General Manager, Mr. E.M. Mathai that if he did not sign and accept a purported settlement dated 14-04-2001 which was allegedly signed by the Goa MRF Union, the Employer would dismiss him from service, under fear and threat. The Union stated that the Workman signed an undertaking of acceptance of the terms of the purported settlement. The Union stated that, however, soon thereafter, on realizing the nature of the document, he had signed, the Workman informed the Management that he withdrew his consent after which the Employer promptly suspended the Workman on 28-04-2001. The Union stated that the Workman was issued an illegal charge-sheet on 30-04-2001, obviously to coerce and pressurize the Workman into accepting the terms and withdrawing his letter dated 12-05-2001. The Union stated that on 06-08-2001, the Workman requested the management to furnish him with certain documents i.e. performance review indicted during the period from 22-02-99 to 09-03-99 in the warning letter dated 10-03-99, Annexure-I of the extract of the relevant pages of the settlement dated 14-4-01 and details of the advance given. The Union stated that these documents would help him prepare his defense they were however not supplied to the Workman. The Union stated that on

08-08-2001, the documents sought for by the Workman were still not produced. The Union stated that on 10-08-2001, the Workman requested for the following documents: a) terms of settlement, b) Page No. 13-letter dated 11-09-96 pertaining to charter of demands, c) plant bonus/UPB-clause b. The Union stated that the Management however refused to provide him with the said documents. The Union stated that the enquiry was also adjourned at the instance of the management without considering the convenience of the Workman. The Union stated that on 21-8-2001, the worker issued a letter to the Ld. E.O. requesting him to direct the Management to furnish the documents, which he had requested for before, as their non-production was seriously prejudicing his case since he required them to prepare his defense. The Union stated that the Ld. E.O. however, refused to give any such direction to the management, thus displaying an obvious bias towards the management. The Union stated that despite the fact that the necessary documents were not produced the Workman was forced to go on with the enquiry. The Union stated that the enquiry proceedings were thus conducted with no regard to the principles of natural justice.

5. The Union stated that on 11-09-2001, the Workman asked the management to provide him with the standard of 12.20 size running at the time the MR came to tyre building as well as a copy of the study carried out by the IED on 12.20 SLX8 size. The Union stated that as usual the documents called for were not produced and the Workman had to proceed with the enquiry without being furnished with the necessary information which would help him in his defense. The Union stated that on 25-01-2001 the Workman's request to produce Mr. Rohidas Naik as his witness was denied. The Union stated that throughout the enquiry proceeding the Ld. E.O. displayed a bias in favour of the Management. The Workman was never furnished with the documents he requested for, neither was he allowed to produce a witness of his choice. It is thus evident that he was denied a fair hearing.

6. The Union submits that the termination of the said Workman is illegal on the following amongst other grounds which are set out hereinafter without prejudice to one another. The Union submits that the charge-sheets issued against the said Workman were ex-facie illegal and untenable at law. The Union submits that the said Workman was severely prejudiced by his illegal and unjustified suspension. The Union submits that the said Workman was severely prejudiced of effectively replying to the

said charge-sheet. The Union submits that the enquiry was held by the Ld. Enquiry Officer who was clearly biased against the Workman members. The Union submits that relevant documents were suppressed and not supplied inspite of the same being in the possession of the management and inspite of being sought by the said Workman thereby severely prejudicing the said Workman in his attempt to reasonably defend himself. The Union submits that the said Workman was not allowed to be defended by a person of his choice. The Union submits that the charge-sheet and suspension orders were not signed by persons authorized to do so. The Union submits that the proceedings of the enquiry were clearly in violation of the rules of natural justice and therefore unfair. The Union submits that the findings of the Ld. Enquiry Officer were perverse and not based on the evidence before him. The Union submits that the said Workman was denied an opportunity of giving his explanation against the findings of the Ld. Enquiry Officer and thereby severely prejudicing him. The Union submits that no extenuating circumstances were seen and the punishment was based on alleged past miscounts which were not proved. The Union submits that there was no evidence on record whatsoever to substantiate the charges leveled against the said Workman. The Union submits that clearly from the conduct of the Party II the charge-sheet and dismissal was an act of victimization as is evident from the Workman's refusal to accept the terms of the purported settlement, which was reflected in his letter dated 12-05-2001. The Union submits that no list of witnesses was provided. The Union submits that the charges mentioned in the charge-sheet did not tally with the facts alleged against the said Workman showing clear malafide by the Company and non-application and bias on part of the Ld. Enquiry Officer by coming to a conclusion that the charges were proved.

7. The Union stated that the termination of the said Workman has been resorted to by the company to victimize the said Workman for his legitimate trade Union activities. The Union stated that the penalty of termination of service is grossly disproportionate to the charges on which the termination is based. The Union stated that they have made out a prima facie case in support of its demand for reinstatement of the said Workman with full back wages and continuity of service. It further submitted that the Union has also made out a prima facie case for monetary compensation for the mental torture undergone by the said Workman and his family as set out in the demand letter to the company.

8. The Union stated that since the termination of the services of the Workman was clearly illegal, the Union by letter dated 27-05-2002, forwarded the following demands that Mr. Ghanshyam Gaude reinstated in service from 27-05-2002 with full back wages and continuity of service and that Mr. Ghanshyam Gaude be given compensation amounting to two days wages for every one day of enforced unemployment in view of the mental torture caused to Mr. Ghanshyam Gaude and to his family.

9. The Union stated that since the demand letter was not replied to by the company, by letter dated 04-06-2003, the said Workman was constrained to approach the office of the Labour Commissioner to take the matter in conciliation. The Union also submitted a justification statement along with the said letter dated 04-06-2003. The Union stated that the conciliation proceedings ended in failure of conciliation. The Union therefore prayed that the action of the Employer Company is nothing short of unfair labour practices and victimization and further it is illegal, improper, bad in law, unjustified and also malafide. The Union therefore prayed that the Employer be directed reinstate the Workman with continuity in service along with full back wages and other payment of compensation at the rate demanded for causing mental and physical torture and further directed to grant permanent status to the Workman from 18-06-1993 with all benefits accruing to him.

10. The Employer controverted the claim of the Workman by filing its written statement on 09-06-2009 at Exb. 5. The Employer, as and by way of its preliminary objections, submitted that the present reference is made without application of mind and bad in law, that the concerned Union has no locus standi to raise the present dispute and that the signatory to the claim statement is not authorized to raise any dispute on behalf of the Workman.

11. The Employer stated that it is a company engaged in the manufacturing of tyres and has its factory at Usgao, Ponda, Goa. The Employer admitted that they have employed the Workman as an "Operator" in the production section. The Employer stated that the Workman was charge-sheeted via charge sheet dated 30-04-2001 stating that "despite our warning letter dated 10-03-1999, 13-05-1999 and dated 10-03-2001 issued to you for your deliberate restriction/slowing down of production output in tyre building department to below the normal level of output of the department,

it has been once again reported against you that you continuing to restrict/slow down your work performance to below your normal level deliberately and without any assignable reasons while working as a tyre builder in tyre building department."

It is alleged that we give below your performance for the period from 13-03-2001 to 21-03-2001.

Date/Shift	M/c No.	Tyre produced	Normal Level (Tyres)
1	2	3	4
13-03-2001/III	49SB	11	14
14-03-2001/III	49SB	12	14
16-03-2001/III	49SB	12	14
17-03-2001/III	49SB	17	20
19-03-2001/II	49SB	12	14
20-03-2001/II	49SB	12	14
21-03-2001/II	49SB	8	14

It is alleged that in the above circumstances, the Management is convinced beyond any reasonable doubt that you have deliberately slowed down production without any justified reasons.

It is further alleged that your acts therefore, as above as alleged to have been committed by you if proved amounts to gross misconduct under terms II, XX, L and LII of Clause 21 of the Certified Standing Orders in force in the company which read as follows:

*Clause 21 Item II:* Striking work either single or with other workmen in contravention of these standing orders, any statute law, rule or enactment for the time being in force or that may be framed from time to time or inciting any Workman to strike work.

*Clause 21 Item XV:* Malingering or slowing down of work alone or in combination with other workmen and includes stoppage of work in violation of company's rules and regulations.

*Clause 21 Item XX:* Failure to perform his normal duties and/or responsibilities any other work for which he has the basic skills or may be trained by the company from time to time.

*Clause 21 Item L:* Habitual breach of any provisions of the standing orders or any law applicable to the company or any rules or orders or instructions for the maintenance and the working of any department.

*Clause 21 Item LII:* Any act subversive of discipline. And with which you are charged.

12. The Employer stated that by order of suspension pending the enquiry and final orders dated 28-04-2001, the Workman was placed under suspension for specific reasons as spelt out in the said suspension order. The Employer stated that an enquiry was conducted in respect of the aforesaid charge-sheet by Shri Oscar Colaco who was appointed to act as the Ld. Enquiry Officer by letter dated 14-05-2001. The Employer stated that Shri F. Lawrence represented the management in the enquiry by his appointed letter dated 14-04-2001 and Ld. E.O. and M.R. were appointed by a competent authority. The Employer stated that the enquiry commenced on 01-06-2001 on which day the plea of the charge-sheeted Workman was recorded. The Employer stated that the Workman declined to accept the charges levelled against him. The Employer stated that thereafter the Ld. Enquiry Officer explained the procedure to be adopted at the enquiry and the same was recorded. The Employer stated that the Workman sought the assistance of one Mr. Puti Gaonkar to represent him at the enquiry. The Employer stated that the Ld. Enquiry Officer however disallowed the request on the ground that the said person was not a co-worker of the Workman which was a pre-requisite for permitting representation at the enquiry. The Employer stated that the enquiry thereafter was adjourned to allow the Workman to arrange for a co-worker. The Employer stated that the Workman was represented by Shri K. M. Utthappa. The Employer stated that the Workman desired to examine one Mr. Rohidas Naik as his defense witness, however he was unable to justify as to why he desires to examine a person who was dismissed by them for committing certain acts of misconduct. The Employer stated that neither was the Workman able to justify as to the relevancy of the evidence of a dismissed person in relation to the charges levelled against him. The Employer stated that the Workman thereafter sought time to examine one Shri Prakash Barde, a Workman from his own department and the same was allowed. The Employer stated that the Ld. Enquiry Officer in his findings dated 20-03-2002 and upon appreciating the material placed in the enquiry by both the parties held the Workman guilty of the charges spelt out in the charge-sheet. The Employer stated that a reasonable opportunity was afforded to the Workman to present his defense at every stage of the enquiry. The Employer stated that Ld. Enquiry Officer followed a fair and proper procedure during the conduct of the enquiry. The Employer stated that the enquiry was fair and proper and was conducted in accordance with the principles of



nature justice. The Employer stated that Ld. Enquiry Officer gave reasoned findings on the basis of which any prudent person would come to the conclusion that the Workman was guilty of the charges levelled against him. The Employer stated that they considered the findings of the Ld. Enquiry Officer and concurred with the same. The Employer stated that they also considered the past service records of the Workman and did not find any extenuating circumstances. The Employer stated that considering the gravity and seriousness of the proved misconduct, they dismissed the Workman from its services. The Employer therefore submitted that the dismissal of the Workman is legal and justified. The Employer submitted that they may be permitted to lead fresh evidence in this Hon'ble Tribunal in the event the present enquiry is held to be vitiated on any grounds. The Employer submitted that disciplinary action was taken against the Workman after conducting an enquiry and therefore no malafides can be attributed to such disciplinary action. The Employer submitted that in any event the said Workman was not a member of the disputing Union nor the said Union entitled to raise any dispute on behalf of the Workman. The Employer stated that prior to the present charge-sheet, the Workman was warned for similar misconduct and was advised to refrain from such misconduct. The Employer submitted that the Workman was given every considerable opportunity to defend the charges at the enquiry. The Employer submitted that the Workman was represented by a person of his choice. The Employer submitted that the charge-sheet as well as the suspension order of the Workman was signed by Mr. Micheal Riberro, its Plant Manager who was competent to do so. The Employer submitted that the findings of the Ld. Enquiry Officer are based on material on records. The Employer submitted that the Workman was not concerned in the pending dispute No. IT-33-97. The Employer submitted that the present reference referring the dispute for adjudication is made without application of mind and therefore tenable at law. The Employer, therefore, prayed that the present reference deserves to be rejected summarily.

13. Thereafter, the Union filed its rejoinder on 14-07-2004 at Exhibit 6. The Union, as and by way of its rejoinder, denied each and every statement, averments and submissions made by the Employer vide their Written Statement filed in the present proceedings and reiterates and confirms statements, averments and submissions made by him in his statement claim.

14. Based on the pleadings filed by the respective parties, the Hon'ble Presiding Officer, Industrial

Tribunal, Panaji-Goa framed following issues on 04-08-2004 at Exb. 7.

1. Whether the Party-I/Union proves that it has locus standi to raise dispute on behalf of the Workman?
2. Whether the Party-I/Union proves that the domestic enquiry held against the Workman is not fair and proper?
3. Whether the charges of misconduct levelled against the Workman proved to the satisfaction of the Tribunal by acceptable evidence?
4. Whether the Party-I/Union proves that the termination of service of workman by the Party II is malafide and by way of victimization?
- 4-A. Whether the Party-I/Union proves that the Party-II did not follow mandatory provisions of Section 33(2) (b) of the I.D. Act, 1947, be dismissing the Workman from service?
5. Whether the Party-I/Union proves that the action of the Party II in terminating the services of the workman w.e.f. 27-05-2002 is illegal and unjustified?
6. Whether the workman is entitled to any relief?
7. What order? what Award?

14. My answers to the aforesaid issues are as follows:

- |                    |   |                     |
|--------------------|---|---------------------|
| 1. Issue No. 1     | : | In the negative.    |
| 2. Issue No. 2     | : | In the negative.    |
| 3. Issue No. 3     | : | In the affirmative. |
| 4. Issue No. 4A    | : | In the negative.    |
| 5. Issue No. 4 & 5 | : | In the negative.    |
| 6. Issue No. 6 & 7 | : | As per final order. |

I have heard the oral arguments of Ld. Adv. Shri Shah h/f Adv. Shri. S. Narvekar appearing for the Union as well as Ld. Adv. Shri G.K. Sardesai representing the Employer.

#### REASONS

15. *Issue No. 1:* Vide order dated 06-06-2024 passed in my findings on the preliminary issue No. 1, I have discussed and come to the conclusion that the Union has no locus standi to raise the present dispute on behalf of the Workman. The issue No. 1 is therefore answered in the negative.

16. *Issue No. 2:* Vide order dated 06-06-2024 passed in my findings on the preliminary Issue

No. 2, I have discussed and come to the conclusion that the domestic inquiry held against the Workman is fair and proper. The Issue No. 2 is therefore answered in the negative.

17. *Issue No. 3:* Vide order dated 06-06-2024 passed in my findings on the preliminary Issue No. 3, I have discussed and come to the conclusion that the charges of misconduct levelled against the Workman are proved to the satisfaction of the tribunal by acceptable evidence. Therefore the Issue No. 3 is answered in the affirmative.

18. *Issue No. 4A:* Vide order dated 06-06-2024 passed in my findings on the preliminary Issue No. 4A, I have discussed and come to the conclusion that the union failed to prove that the Employer did not follow the mandatory provisions of Section 33(2) (b) of the I. D. Act, 1947 before dismissing the Workman from services. The Issue No. 4A is therefore answered in the negative.

19. *Issue No. 4 & 5:* Vide order dated 06-06-2024 passed in my findings on the preliminary Issue No. 1, I have discussed and come to the conclusion that the union has no locus standi to raise the present dispute of termination of services of the Workman and that the union is not authorized to raise any dispute of termination of services of the Workman. The Issue No. 4 & 5 are answered in the negative.

20. *Issue No. 6:* While deciding the Issue No. 5, I have discussed and come to the conclusion that the action of the Employer in terminating the services of the Workman w.e.f. 27-5-2002 is legal and justified. The Workman is therefore not entitled to any relief. The Issue No. 6 is therefore answered as per final order.

In view of above, I pass the following order:

#### ORDER

1. It is held that the Union has no locus standi to raise the present reference, the action of the management of the Employer in terminating the services of the Workman w.e.f. 27-5-2002 is legal and justified.
2. The Workman Shri Ghanashyam Gawde is not entitled to any relief.

No order as to cost.

Inform the Government accordingly.

Sd/-  
(Suresh N. Narulkar)  
Presiding Officer,  
Labour Court-II.

#### Notification

No. 28/02/2024-LAB/Part-II/640

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 06-09-2024 in Case Ref. No. IT/11/2020 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, 15th October, 2024.

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

(Before Mrs. Vijayalaxmi Shivolkar, Presiding Officer)

Ref. No. IT/11/2020

The Managing Director,  
M/s. Pentair Water India Pvt. Ltd.,  
Plot No. L-52-55,  
Verna Industrial Estate,  
Verna, Salcete-Goa .... Employer/Party-I.  
V/s

Workmen, Rep. by  
The President,  
Pentair Employees' Union,  
Reg. No. 517, F-1, 2nd Floor,  
Above District Consumer Forum,  
Maharashtra Bank,  
Porvorim-Goa .... Workmen/Party II.

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

Workmen/Party II represented by Learned Adv. Shri Tarzan De Costa.

#### AWARD

(Delivered on this the 6th day of the month of  
September of the year 2024)

This Tribunal is in receipt of the reference No. 28/8/2020-LAB/835 dated 19-06-2020 from the Government of Goa in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of Industrial Dispute Act, 1947 (Central Act of 1947) for adjudication of Industrial dispute between the Management of M/s Pentair Water India Private Limited, Verna, Goa and its Workmen represented by the Pentair Employees Union in respect of the matter specified in the Schedule hereto.

## SCHEDULE

- (1) "Whether the action of the Pentair Employees Union, Reg. No. 517, F-1, 2nd Floor, above District Consumer Forum, Maharashtra Bank, Porvorim-Goa, in not conceding the following demands raised by the management of M/s. Pentair Water India Private Limited, Plot No. L-52-55, Verna Industrial Estate, Verna, Goa, is legal and justified?"

*Demand No. 1. (a) Plant break timing is proposed:-*

The shift-wise break timing for the plant will be as follows:-

Break	Canteen timing	Duration of break per person (workstation leaving to reporting back to work station)
1	2	3
Breakfast (I Shift)	10.30 a.m. to 11.15 a.m.	15 minutes.
Lunch (I Shift)	12.30 p.m. to 2.30 p.m.	25 minutes.
Tea Break (II Shift)	06.30 p.m. to 07.15 p.m.	15 minutes.
Dinner (II Shift)	08.45 p.m. to 10.15 p.m.	25 minutes.
Tea Break (III Shift)	02.30 a.m. to 03.15 a.m.	20 minutes.
	05.30 a.m. to 06.15 a.m.	20 minutes.

(b) *Break Time Rules:* (i) All employees must adhere to the shift-wise break timings as mentioned above.

(ii) All employees will need to punch-out and punch-in through the on-line Plant attendance system while going for their breaks and returning from their breaks.

(iii) During shift working employees will avail their breaks in a staggered manner, so as to ensure there is no machine down time during the break time. The departmental Supervisor/Manager will be responsible for deciding the staggering of breaks for groups of employees manning a particular workstation.

(iv) Employees, who exceed the break time limits mentioned in Clause 1(A) above or violate any of the break time rules, will be subjected to proportionate deduction in their earned monthly wages. Such wage deduction will be calculated based on the period of time by which respective break time exceeded and/or loss of working hours.

*Demand No. 2. Continuity of Shift:-*

(a) It is proposed that all production lines will run continuously without break between the shift change-over. All workmen must be present at their assigned workstations 10 minutes before start of the shift.

(b) It is proposed that workmen should not leave his work place before shift handover to his reliever and before being relieved by subsequent Shift Operator.

(c) It is proposed that all employees will report to their respective places of work at their scheduled reporting time and not leave their respective places of work till their relievers take over. If a workman stays at the work station beyond 15 minutes at the end of his shift duties, he will be retained on overtime for the same position and his reliever will be denied duty for late coming.

(d) *Adherence of break timing & shift timing:-* It is proposed that under no circumstances late coming/early going during the shift working would be permitted without proper authorization and wages will be calculated on actual working hours.

(e) *Gate Pass:-* It is proposed that all workmen will need to obtain prior approval along with duly signed gate pass from Departmental Head or Section Supervisor for early leaving from their respective shift duty.

*Demand No. 3. Shift Change:-* It is proposed that all shift change requests by the workmen will need prior and the express written approval from his Section Supervisor or Departmental Manager.

*Demand No. 4:-* The workmen shall not waste time in discussing any personal matters/collection or chit money/other transactions during the working hours.

*Demand No. 5. Working on Holidays/Weekly off:-* It is proposed that in case of any business contingency or for any other business requirements, if the Plant as a whole or in part is needed to be operated, in such scenario all workmen who are assigned duty will have to attend such duty and wages would be paid as per law.

*Demand No. 6. Leave:-* It is proposed to modify the existing leave policy applicable to the workmen covered under this settlement. The same is needed to align to prevailing industry practice and provisions of law.

(a) It is proposed that eligible employees covered under this settlement, shall be entitled to Earned Leave. Application for annual leave should be made in writing/online, not less than 15 days

before the day on which the Operator wishes his leave to begin. Annual leave can be availed for a maximum of three times in a year. Any deviations to the number of time annual leave may be availed in a year on account of exigency, will need to be approved by management on the basis of merit of the request. Leave encashment payment will be on (Basic+DA) and more than 40 days will be encashed in April month salary. The annual leave would be calculated at one day for every 20 days working. If Operator will not work for 240 days in a calendar year then he will not be eligible for annual leave as per Section 79 of Factories Act.

*Example:* If any Operator works for 280 days in a calendar year then his annual leave will be as follows:  $280 \text{ working days} \div 20 = 14 \text{ days}$ .

(b) *Sick Leave:-* It is proposed that eligible employees covered under this settlement, shall be entitled to ESIC/accidental/Sick leave as per the provisions of the ESIC Acts and rules as applicable to employees in the State of Goa. However, in case of employees who are not covered under the ESIC Act, such employees would be eligible to 07 days of sick leave for each calendar year. In case any employee is on continuous sick leave for more than 02 days, such employees will have to provide medical certificate and fitness certificate from a registered medical practitioner. The same shall be verified by Factory Medical Officer and HR before the concerned employee is allowed to rejoin duty. Balance Sick Leave for the year can be accumulated in subsequent year but will be subjected to a maximum accumulation of 21 days. Sick Leave above 21 days, will be encashed in April of the immediate subsequent year when it exceeds 21 days, as per the currently prevailing leave encashment rules of the company.

(c) *Casual Leave:-* It is proposed that eligible employees covered under this Settlement, shall be entitled to 8 days of casual leave for each calendar year. Casual Leave cannot be availed for more than three days at a time and not more than twice in a month. Casual Leave cannot be combined with Earned Leave. Balance Casual Leave for the year cannot be forwarded or accumulated to subsequent year. Unavailed casual leave for the calendar year will be encashed in April of the subsequent year as per the currently prevailing leave encashment rules of the Company.

*Demand No. 7. Operational Flexibility:-* It is proposed that employee will move across lines/sections & departments as per the need of the Company and as per the plant operational needs, to

support the business requirement. During breakdown/absenteeism of/in lines/sections/workstations, operators will be flexible to move across different lines/sections/workstations as needed by the Company and support the day to day operations as advised by Supervisor and there should not be any work refusal/resistance while movement from one station to other station or lines.

*Example:-* If a Winding Operator is absent in a shift, the Mounting Operator/other trained operators of other lines/same line/other area who may be redeployed, should operate and maintain the winding operation for the shift.

*Demand No. 8. Multiskilling:-* It is proposed that all employees will be rotated through different workstations/lines based on the Company/Business requirements, which in turn will help in multiskilling of operators.

*Demand No. 9. Efficiency Improvement Plan and Others:-* It is proposed that the Union will co-operate to ensure highest degree of operational efficiencies and to minimize wastages and to achieve the following Plant SQDCC and other parameters on monthly basis.

	Sr. No.	Measure
Safety & Quality	1	Safety Indicator.
	2	Product Quality Customer Satisfaction.
Delivery & cost	1	On time delivery.
	2	Earned hours.
	3	Manufacturing incurred cost productivity (cost per earned hours).

Achievements are kept against the monthly plant target to be decided every year by December.

*Demand No. 10. Operational Flexibility:-* It is proposed that during non-production days all employees will be assigned alternate work as deemed fit by the Company/Management like:

- (i) Maintenance and upkeep of machines.
- (ii) Deep cleaning and 5S related work at their respective workstations and on the shop-floor, which will include painting and marking jobs etc.
- (iii) Assist in change overs as required.
- (iv) Training & Lean activities
- (v) Kaizen improvement activities on the shop-floor.

(The above is only an illustrative list and not an exhaustive list).

*Demand No. 11:-* It is proposed that in order to enhance and improve productivity from the currently

prevailing standards, Management will introduce an appropriate productivity linked incentive scheme linked to the key plant deliverables/targets, and the same will be made applicable to all the employees. The above mentioned productivity linked incentive scheme will be jointly discussed and agreed during the course of the settlement discussions.

*Demand No. 12:-* It is proposed that as per business requirement and for the purpose of managing business exigency, it is proposed to have operational flexibility by way of charging the weekly rest day cum weekly off to any other day or may start staggered weekly off or 24\*7 operations for factory or any department/any line/any employees/class of employees in this scheduled employment and do so by displaying notice of shift schedule on department notice board.

*Demand No. 13:- Plant up-gradation:* It is proposed that in case of any change of process/modernization/mechanization/upgradation of any technology, the manpower for the effected workstation/production line will be deployed suitably.

*Demand No. 14:-* It is proposed that all parties to this settlement will support any changes in software system installed for plant safety & security, attendance, payroll etc. from time to time and also abide to get trained and adhere to such system.

*Demand No. 15. Safety and personal hygiene:-* It is proposed that all employees shall maintain personal hygiene and wear the company provided plant uniform, all personal protective equipment (PPE) as provided by the company and ensure hygienic conditions at the place of work.

Also, no mobile phones and camera will be allowed on the shop floor. If any employee is found not wearing the company mandated PPEs at any time during working hours, or using mobile phones/camera, appropriate disciplinary process will be initiated as per Factory Standing Order.

*Demand No. 16:-* It is proposed that the existing salary advance policy will be discontinued with immediate effect.

*Demand No.17:-* It is proposed that dormitory facility will be discontinued.

*Demand No. 18. Company transport facility:-* It is proposed to provide the current transport facilities on no profit no loss basis.

*Demand No.19. Long service awards:-* It is proposed to limit the Long Service Awards to employees completing 10 years and 15 years with the company and not further.

*Demand No. 20:-* It is proposed that the per capital wage increase will be given as per the seniority and existing grades of the covered employees. Moreover, the currently prevailing salary structure will be harmonized to the Pentair Corporate Salary structure.

*Demand No. 21:-* It is proposed that the per capital wage increase will be inclusive of all statutory increases that may happen from time to time during the settlement period.

*Demand No. 22:-* It is proposed that workmen shall collectively work towards creating a positive work culture and workmen shall always attempt to settle all issues in an amicable manner and shall not resort to any disruptive tactics like strike, go slow, abetment, violence etc. during the period of this settlement.

*Demand No. 23. Legislation/Government order:-* It is proposed that, if at any time during the period of operation of this Settlement, any legislation/ /Government order is made applicable to the Company with reference to any of the benefits agreed in this settlement; the benefits which are more beneficial (adhering statutory obligations) will apply.

*Demand No. 24:-* It is proposed that the agreed wage increase will be paid to all employees covered under the new long term settlement with effect from the actual date of signing of the new settlement, without any retrospective effect and irrespective of the date when the new settlement became due.

*Demand No. 25:-* All employees covered under this settlement, shall at all times participate in all employee communication meetings/employee town hall held by the Company/Management from time to time and shall confirm their presence by signing the attendance sheet for the respective meetings.

*Demand No. 26:-* The Union or any workman who violates any of the provisions/Clauses/Terms and Conditions of this Settlement shall be liable to strict disciplinary action as per the Certified Standing Orders and Provisions of Law.

*Demand No. 27. Statutory deductions:-* It is agreed that any statutory deductions applicable shall be deducted as required under the prevailing laws, as applicable and which might be introduced in future.

*Demand No. 28. General clauses:-* It is proposed that all general clauses as provided in the Tripartite Settlement dated 16th March, 2016 will remain unchanged and will be made part of the new settlement.

*Demand No. 29:-* It is proposed that the agreed amount will be distributed in equal installments in all years.

*Demand No. 30:-* It is proposed that the period of settlement shall be 60 months from the date on which it is signed.

*Demand No. 31:-* If any time in future, because of the adverse business conditions/lack of orders, the COMPANY is forced to close or shut down some part or full of its business for temporary periods, the Company may ask the workmen to stay away from work and the workmen will be paid only 50% of the Basic and DA, if any, for the period of such temporary closure or shut down of production.

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

2. Upon receipt of the reference, this Tribunal was pleased to register the reference as IT/11/2020 and registered A/D notices were sent to both the Parties. The matter was thereafter fixed for filing Statement of Claim by the Party I/Employer. Learned Advocate Shri M. S. Bandodkar filed his Vakalatnama on behalf of Party I and also filed the Claim Statement on behalf of the Employer at Exhibit 5. The Employer/Party I in the Statement of Claim reiterated and re-produced the dispute i.e. the schedule of reference and submitted that the demand of Management be considered first before considering the demand of the Union and prayed that the demand of the Union be rejected.

3. In the Written Statement at Exhibit 7, the Workmen/Union dealt in detail the Claim of the Management and submitted that the demands made by the Management were an deliberate and malafide attempt made only to coerce and put pressure on the employees to extract maximum gains from CoD/ /Settlement through negotiations. The contents of the Written Statement of the Union was responded by the Management by filing Rejoinder at Exhibit 8 thereby justifying the demand made by the Management in the Claim Statement.

4. Both the Parties filed their documents and Issues came to be framed at Exhibit 11 which reads as under:

#### ISSUES

1. Whether the Party I proves that the action of the Pentair Employees' Union, Reg. No. 517, F-1, 2nd Floor, Above District Consumer Forum, Maharashtra Bank, Porvorim-Goa in not conceding the demands raised by the management of M/s Pentair Water India Pvt. Ltd., Plot No. L-52-55, Verna Industrial Estate, Verna-Goa is legal and justified?

2. What relief? What Award?

5. On 23-01-2023, Party I Management examined their 1st witness Shri Gaurav Mahambrey partly at which time this Tribunal thought it appropriate to

intervene in the matter to work out a settlement between the Parties. Both the Learned Advocates co-operated to the process of settlement and the efforts of settlement finally culminated into filing of terms of settlement at Exhibit 64 Colly. Two terms of settlements were filed (1) settlement period of 01-04-2018 to 31-03-2022 (2) settlement period of 01-04-2022 to 31-03-2026 are as follows:

Terms of settlement as per settlement period  
01-04-2018 to 31-03-2022

Objectives:

To provide for orderly, effective and cordial industrial relations through collective bargaining between Union office bearers/workmen and the Company and adhere to Certified Standing Orders in totality.

To strive for maximum productivity through efficient, smooth and uninterrupted working of plant and to promote and ensure all possible economy in its working.

To establish and improve equitable wage and other conditions of service.

That the management and the workmen of the company agreed that the prosperity of the company should be enhanced by increasing production per workman and to have better utilization of the existing plant and equipment, machine tools, manpower and other facilities so that the performance of the plant improves. It is also the intention to improve the work culture. The gains thus arrived by better productivity to be shared among the company and the workers.

Preamble:

The parties involved as signatories hereto reaffirm their belief and commitment in promoting and preserving industrial peace and harmonious industrial relations through collective bargaining process and have thereby agreed to commit themselves and abide by the various terms and conditions mutually agreed between them.

1. Applicability:

This Settlement shall be applicable only to the workmen who are members of Pentair Employees Union and employed on the rolls of company situated at Plot No. L/52-55, Verna Industrial Estate, Verna, Goa-403722 as on date of signing the settlement and subsequently be a member of Pentair Employees Union during the period of settlement. It is agreed that no benefits under this settlement shall be extended to any workmen who had ceased to be on the rolls of the company prior to signing of this settlement. The two workmen whose matter is

pending by application No. IT/20/20 & IT/21/20 to be paid arrears arising from the settlement proportionately for the period physically worked upto the date of suspension pending enquiry.

Once the workmen sign the declaration as per Annexure IV to this settlement it is deemed that the workmen not only accept terms and conditions of this settlement dated 12-08-2024 but also accepts terms and conditions as per Annexure II and give up all the rights or entitlement to claim any money or any benefit that may be accruing arising out of reference IT/11/2020 and IT/12/2020.

All workmen who are covered under the Company's performance appraisal process, as on date of signing of the Settlement and during the pendency of this Settlement, decide to join the Union, shall be entitled to the benefits of this Settlement, with prospective effect subject to payment of only the differential amount after deduction of compensation/benefits that were already received by them as part of the Company's performance appraisal process and annual merit planning process, as applicable to them.

#### 2. Period of settlement:

This settlement shall be effective for a period of four (4) years from 01st April, 18 to 31st March, 2022. Thereafter, this settlement shall continue to be binding on all the parties until this Settlement is replaced by a new mutually agreed Settlement under the applicable provisions of the Industrial Disputes Act, 1947.

All benefits accruing under this Settlement will be given retrospectively from 01st April, 2018 and arrears payable will be computed and disbursed along with wages of the month of signing this settlement. Such arrears will be paid on prorata basis depending on their actual attendance during the period.

The arrears of salary/increments/benefits shall be paid to the workmen of the Pentair Employee Union of the grades PA-1, PA-2, PA-3, and PA-4 w.e.f. 01-04-2018 till 31-03-2022. The arrears of salary/ /increments/ benefits are in consonance/similar to the Memorandum of Settlement dated 26-11-2018 executed between the Pentair Workers Internal Union and management of Pentair Water India Pvt. Ltd., whereby the basic pay and other benefits/ /increments were increased of the workers of PentairWorkers Internal Union i.e. PA-1, PA-2, PA-3 and PA-4 w.e.f. 01-04-2018. The arrears of salary payable w.e.f. 01-04-2018 till 31-03-2022 will be disbursed in the same month of signing this settlement. Such arrears will be paid on pro rata basis depending on their actual attendance during the period.

#### 3. Grades:

It is hereby agreed that the following system of Grades will be applied.

For the period 1st April, 2018 to 31st March, 2022:

Designation	Grade	Years of service as of 1st April, 2022
1	2	3
Production Associate 1	PA1	Above 17.5 Years
Production Associate 2	PA2	> 14.5-17.5 Years
Production Associate 3	PA3	> 9.95-14.5 Years
Production Associate 4	PA4	Below 9.95 Years

The list of workmen in corresponding Grades is mentioned in Annexure-III.

#### 4. CTC Payout:

It is hereby decided and agreed that the total increment in cost to Company for workmen Grade PA1 to PA4 during the period of the settlement is as follows:

For the period 1st April, 2018 to 31st March, 2022:

Grade	CTC increase per month during 4 years period 01st April, 2018 to 31st March, 2022	(1) 01st April, 18 01st year Rs.	(2) 01st April, 19 02nd year Rs.	(3) 01st April, 20 3rd year Rs.	(4) 01st April, 21 4th year Rs.	Total = (1)+(2)+ +(3)+(4) Rs.
	Distributions Percentage	40%	20%	20%	20%	100%
PA1	Rs. 12300	4920	2460	2460	2460	12300
PA2	Rs. 10500	4200	2100	2100	2100	10500
PA3	Rs. 9800	3920	1960	1960	1960	9800
PA4	Rs. 9800	3920	1960	1960	1960	9800

CTC will include basic pay, house rent allowance, conveyance allowance, flexible allowance, medical allowance, bonus, provident fund (company contribution), gratuity and ESIC (company contribution).

For the purpose of calculation, CTC effective 31st March, 2018 will be considered after subtracting mediclaim and personal accident premium (as henceforth, premium will not be included in CTC calculations).

5. *Scales of basic pay:-* It is agreed that basic pay will be 40% of basic plus (gross earnings inclusive of basic salary, HRA conveyance allowance, flexible allowance and medical allowance (if applicable) calculated as per compensation structure. Basic pay is included as part of CTC. The basic salary shall be proportionately reduced for any unpaid leave/any absence.

6. *House rent allowance:-* It is agreed that all workmen will be paid house rent allowance at the rate of 50% (fifty percent) of their respective basic salary, which shall apply to the workman during the tenure of this settlement. This allowance is included as part of CTC.

7. *Conveyance allowance:-* To encourage regularity and attendance, it is agreed that all workmen will be paid a conveyance allowance of Rs. 1600 per month, which is included as part of CTC.

The conveyance allowance amount shall be proportionately reduced for any unpaid leave/any absence.

8. *Flexible allowance:-* The flexible allowance is a filler amount to arrive at total cost to company.

The flexible allowance shall be proportionately reduced for any unpaid leave/any absence.

9. *Medical allowance:-* It is agreed that workmen not covered under ESIC, will be paid medical allowance of Rs.1250 per month, which is included as part of CTC.

The medical allowance amount shall be proportionately reduced for any unpaid leave/any absence.

If the employee subsequently moves out of ESIC he will be paid medical allowance which will be part of his CTC. New CTC will be arrived by reducing the company esic employer contribution of ESIC.

10. *Bonus:-* It is agreed that the existing practice of payment of Bonus otherwise being followed for the employees of THE COMPANY shall continue to be in force and shall also be made applicable to the workmen covered under this Settlement. Targeted bonus will be considered @ 5.66 % of Base Plus.

It is agreed that such amount paid shall be treated as Bonus under the Payment of Bonus Act, 1965.

*Note:-* If the workmen are out of the purview of Payment of Bonus Act, 1965 drawing more than Rs. 21,000/- gross wages per month then these employees shall be paid ex gratia payment as agreed in this settlement.

It has been agreed that the payment of bonus shall be governed, regulated and paid strictly in accordance with the Payment of Bonus Act, 1965 and the amendments made thereto, if any.

11. *Statutory contributions included in CTC:-* It is agreed that company contribution towards Provident Fund and ESIC and Gratuity amount will be included as part of total Cost to Company as per the prevailing laws in force.

12. *Leave:-* It has been agreed that as per prevailing practice, operators shall not proceed on leave without applying for leave in writing and obtaining prior written sanction from the concerned shift Executive/Manager. Application for leave shall be made in writing not less than 10 days before the day on which the Operators wish his leave to begin.

It is agreed that the Operators shall be eligible for leave of 30 days per year.

Monthly 2.5 day's proportionate leave shall be credited to workman leave balance and shall be governed and regulated by the leave rules in force which can be changed from time to time.



Management proposed in addition for actual worked days of 295 days and above, the concerned employee will get additional 3 days leave per annum credited to leave balance of the employee.

It is further agreed that the maximum accumulation of leave shall be 40 days and any leave exceeding 40 days shall be encashed at the rate of Base Plus salary at the end of the financial year. In case of any change in Leave Policy, the revised Leave Policy will supersede this clause and the same shall be applicable immediately following such change.

13. *Medicclaim policy:-* The existing Group Medicclaim policy, Group Personal Accident Policy and group term life policy will be continued as per eligibility and may be revised as per company policy requirement.

14. *Plant break timings:-* (A) *Plant Break Timings are agreed:* The shift-wise break timings for the Plant will be as follows:

Break	Canteen timing	Duration of break per person (workstation leaving to reporting back to work station)
1	2	3
Break fast (I Shift)	10.30 a.m. to 11.15 a.m.	15 minutes.
Lunch (I Shift)	12.30 p.m. to 2.30 p.m.	25 minutes.
Tea Break (II Shift)	06.30 p.m. to 07.15 p.m.	15 minutes.
Dinner (II Shift)	08.45 p.m. to 10.15 p.m.	25 minutes.
Tea Break (III Shift)	02.30 a.m. to 03.15 a.m.	20 minutes.
Tea Break (III Shift)	05.30 a.m. to 06.15 a.m.	20 minutes.

(B) *Break Time Rules:* All workmen must adhere to the shift-wise break timings as mentioned above in Clause 14(A).

During Shift working, workmen will avail their breaks in a staggered manner, by punching in and out on machine so as to ensure there is no machine down time during the break time. The departmental Supervisor/Manager will be responsible for deciding the staggering of breaks for groups of workmen manning a particular workstation.

Workmen who exceed the break time limits mentioned in Clause 14(A) above or violate any of the break time rules habitually, will be subjected to appropriate disciplinary action.

15. *Continuity of shift:-* It is agreed that all production lines will run continuously without break between the shift change-over. All workmen must be present at their assigned workstations 05 minutes before start of the shift. At the end of the shift, the operator has to be present at the work station till the end of the shift.

It is agreed that workmen should not leave his workplace before shift handover to his reliever and before being relieved by subsequent shift Operator.

It is agreed that all workmen will report to their respective places of work at their scheduled reporting time and not leave their respective places of work till their relievers take over. If a workman stays at the work station beyond 15 mins. at the end of his shift duties, he will be retained on overtime for the same position and his reliever will be denied duty for late coming. Workmen coming late without information/permission for more than 15 minutes will be denied duty for late coming. However, based on mutual understanding between supervisor and operator, this can be relaxed.

*Adherence of Break timing & shift timing:* It is agreed that under no circumstances late coming/early going during the shift working would be permitted without proper authorization and wages will be calculated on actual working hours.

*Gate Pass:* It is agreed that all workmen will need to obtain prior approval along with duly signed gate pass from departmental head or section supervisor for early leaving from their respective shift duty.

16. *Shift change:-* It is agreed that all shift change requests by the workmen will need prior and express written approval from his section supervisor or departmental manager. In case workman has an emergency, he can change the shift after proper verbal approval of the supervisor. Also, in case of business requirements, supervisor can change the shift of operators based on discussions with the said operator.

17. *Working on holidays/weekly off:-* It is agreed that in case of any business contingency or for any other business requirements, if the plant as a whole or in part is needed to be operated on any holiday or on weekly off days, in such scenario all workmen who are assigned duty will have to attend such duty and wages would be paid as per existing practices. Also, if needed at any time, company may swap/change the weekly off/holidays with prior information to the concerned workmen.

18. *Operational flexibility:-* (A) It is agreed that as per existing practice, operators will move across

lines/sections & departments as per the need of the Company and as per the plant operational needs, to support the business requirement. During breakdown/absenteeism of/in lines/sections/workstations, operators will be flexible to move across different lines/sections/workstations as needed by the Company and support the day-to-day operations as advised by supervisor and there should not be any work refusal/resistance during such movement from one station to another station or line.

Example:- If a winding operator is absent in a shift, the mounting operator/other trained operator of other line/same line/other area is redeployed, should operate and maintain the winding operation for the shift.

(B) It is agreed that during non-production days all employees will be assigned alternated work as deemed fit by the company like:

- i. Maintenance and upkeep of machines.
- ii. 5S related work at their respective workstations and on the shopfloor, which will include painting and marking jobs etc.
- iii. Assist in change overs as required.
- iv. Training & lean activities.
- v. Kaizen improvement activities in the shopfloor.

(the above is only an illustrative list and not an exhaustive list). Current practice will continue. Main gangway marking, fan cleaning and wall cleaning/ /wall painting will be the exclusion in 5S activities.

19. *Multiskilling*:- It is agreed that all workmen will be rotated through different workstations/lines based on the Company/Business requirements, which in turn will help in multiskilling of operators. Multiskilling will be done in a planned manner and formally communicated to the concerned. Multiskilling will be preferentially/not restricted to one station up/one station down from workman's designated work station.

20. *Efficiency improvement plan and others*:- It is agreed that the union will support the production incentive schemes, launched from time to time, based on business requirements.

21. It is agreed that as per business requirements and for the purpose of managing business exigency, it is agreed to have operational flexibility by way of changing the weekly rest day cum weekly off to any other day or may start staggered weekly off or 24\*7 operations for factory or any department/any line/ /any employee/class of employees in this scheduled employment and do so by displaying a notice of shift

schedule in department notice board 7 days prior to the commencement of 24X7 working and information to concerned authorities.

22. *Plant upgradation*:- It is agreed that in case of any change of process/modernization/mechanization/ /up-gradation of any technology, the manpower for the effected workstation/production line will be deployed suitably and will be communicated accordingly.

23. It is agreed that all parties to this settlement will support any changes in software system installed for Plant safety & security, attendance, payroll etc. from time to time, and also abide to get trained and adhere to such systems.

24. *Safety & personal hygiene*:- It is agreed that all employees shall maintain personal hygiene and wear the company provided plant uniform, all Personal Protective Equipment (PPE) as provided by the company and ensure hygienic conditions at the place of work.

25. No mobile phones and cameras will be allowed inside the shop floor. In case on non-compliance to the above, appropriate disciplinary process will be initiated as per Factory certified Standing Orders.

26. It is agreed that the existing salary advance policy will continue. However, in case of any strict mandate from corporate, management will pull back this facility.

27. It is agreed that current dormitory facility will be continued. However, based on the usage pattern of the dormitories in future, Union and management will discuss jointly and reach a consensus.

28. *Company transport facility*:- It is agreed to continue the current Transport facilities without any changes.

29. It is agreed that the per capita wage increase will be given as per the seniority and existing grades of the covered employees. Moreover, the currently prevailing salary structure will be harmonized to the Pentair Corporate Salary structure.

30. It is agreed that the per capita wage increase will be inclusive of all statutory increases that may happen from time to time during the settlement period.

31. It has been agreed between the union and management that when the new labour codes will be implemented by the State Government, the management reserves its right to change the salary structure/CTC of the workmen without decreasing the total wages and net wages or the benefits arising out of the wages.

32. It is agreed that workmen shall collectively work towards creating a positive work culture and workmen shall always attempt to settle all issues in an amicable manner and shall not resort to any disruptive tactics like, strike, go-slow, abetment, holding/attending gate meetings during duty hours, or any agitational action or activity directly or indirectly affecting the work process/production etc. during the period of this settlement.

33. *Legislation/Government order:-* It is agreed that, if at any time during the period of operation of this settlement, any legislation/Government order is made applicable to the company with reference to any of the benefits agreed in this settlement; the benefits which are more beneficial (adhering statutory obligations) will apply.

34. All employees covered under this Settlement, shall at all times participate in all employee communication meetings/employee town hall held by the Company/management from time to time and shall confirm their presence by signing the attendance sheet for the respective meetings.

35. The Union or any workman who violates any of the Provisions/Clauses/Terms and Conditions of this Settlement shall be liable to strict disciplinary action as per Certified Standing Orders and Provisions of law.

36. *Statutory deductions:-* It is agreed that any statutory deductions applicable shall be deducted as required under the prevailing laws, as applicable and which might be introduced in future.

37. *General clauses:-* It is agreed that all general clauses as provided in the Tripartite Settlement dated 16th March, 2016 will remain unchanged and a copy of which is attached and marked as Annexure II.

38. It is agreed that the agreed amount will be distributed as follows:

(a) For the period from 1st April, 2018 to 31st March, 2022 – 40% of the increase amount in the first year and 20% of the increase amount in the subsequent years.

39. It is agreed that the period of settlement shall be 48 months from 1st April, 2018 to 31st March, 2022.

40. The final amount agreed upon in this settlement, should not set any precedent for future negotiations.

41. All the demands raised by the Union through its Charter of Demands dated 30-03-2018 and the demands made during the negotiation process shall be deemed to have fully, satisfactorily, and finally settled and the dispute/demands are fully resolved.

It has been further agreed that with signing of this settlement the reference IT/11/2020 & IT/12/2020 are settled.

42. It has been agreed that in view of the present settlement, there exist no dispute and differences between the parties now in connection with charter of demand. However, the application No. IT/20/2020, IT/21/2020 and IT/18/2020 are not settled by this settlement. In view of the present settlement the RCS/68/2020/G will also be withdrawn by the Company as it is the Plaintiff.

43. *Union fund:-* The company management agrees to pay the arrears of the increased wages/ /benefits/increments to beneficiary workmen arising out of the settlement dated 12-08-2024 for period 01-04-2018 to 31-03-2022 in the month when the said settlement is signed. After the payment of the arrears of increased wages/benefits/increments to beneficiary workmen an amount of Rs. 30,300/- for PA-1, Rs. 26,000/- for PA-2, Rs. 23,300/- for PA-3, Rs. 21,800/- for PA-4 shall be paid by the respective beneficiary workmen in to the Union Fund Bank Account of Pentair Employees Union, the Union Committee who are also the concerned parties herein shall intimate to the company management in writing that the Union Funds are accordingly paid by all the beneficiary workmen. The Management shall on the receipt of the said intimation release thirty five thousand rupees from the arrears of the increased wages/benefits/increments to beneficiary workmen effective from the date the settlement is signed for the period from 01-04-2022 to 31-03-2026. The thirty five thousand rupees mentioned above is of the each beneficiary workmen from the arrears payable for period 01-04-2022 to 01-04-2026 and not an additional amount. The said amounts of Union fund is calculated for the settlements of the period from 01-04-2018 to 31-03-2022 and from 01-04-2022 to 31-03-2026.

44. *Interpretation of memorandum of settlement:-* In case of any conflict in ascertaining the meaning and interpretation of any clause of this Memorandum of Settlement, the same shall be referred to the Managing Director of the Plant, whose decision will be final and binding.

Terms of settlement as per settlement period  
01-04-2022 to 31-03-2026

Objectives:

To provide for orderly, effective and cordial Industrial relations through collective bargaining between Union office bearers/ workmen and the Company and adhere to Certified Standing Orders in totality.

(A) To strive for maximum productivity through efficient, smooth and uninterrupted working of plant and to promote and ensure all possible economy in its working.

(B) To establish and improve equitable wage and other conditions of service.

(C) That the management and the workmen of the company agreed that the prosperity of the company should be enhanced by increasing production per workman and to have better utilization of the existing plant and equipment, machine tools, manpower and other facilities so that the performance of the plant improves. It is also the intention to improve the work culture. The gains thus arrived by better productivity to be shared among the company and the workers.

#### Preamble:

The parties involved as signatories hereto reaffirm their belief and commitment in promoting and preserving industrial peace and harmonious industrial relations through collective bargaining process and have thereby agreed to commit themselves and abide by the various terms and conditions mutually agreed between them.

#### 1. Applicability:

This Settlement shall be applicable only to the workmen who are members of Pentair Employees Union and employed on the rolls of company situated at Plot No. L/52-55, Verna Industrial Estate, Verna, Goa-403722 as on date of signing the settlement and subsequently be a member of Pentair Employees Union during the period of settlement. It is agreed that no benefits under this settlement shall be extended to any workmen who had ceased to be on the rolls of the company prior to signing of this settlement.

Once the workmen sign the declaration as per Annexure IV to this settlement it is deemed that the workmen not only accept terms and conditions of this settlement dated 12-08-2024 but also accepts terms and conditions as per Annexure II and give up all the rights or entitlement to claim any money or any benefit that may be accruing arising out of reference IT/11/2020 and IT/12/2020.

All workmen who are covered under the Company's performance appraisal process, as on date of signing of the Settlement and during the pendency of this Settlement, decide to join the Union, shall be entitled to the benefits of this Settlement, with prospective effect subject to payment of only the differential amount after deduction of compensation/benefits that were already received by them as part of the Company's performance appraisal process and annual merit planning process, as applicable to them.

#### 2. Period of settlement:

This settlement shall be effective for a period of 4 years from 01st April, 2022 to 31st March, 2026. Thereafter, this settlement shall continue to be binding on all the parties until this Settlement is replaced by a new mutually agreed Settlement under the applicable provisions of the Industrial Disputes Act, 1947.

All benefits accruing under this Settlement will be given retrospectively from 01st April, 2022 and arrears payable will be computed and disbursed along with wages of the month of signing this settlement. Such arrears will be paid on prorata basis depending on their actual attendance during the period.

The arrears of salary/increments/benefits shall be paid to the workmen of the Pentair Employee Union of the Grades PA-1, PA-2, PA-3 and PA-4 till the date the present settlement for the period from 01-04-2022 to 31-03-2026 is signed. The arrears payable will be computed and disbursed in the same month of signing of both the settlements i.e. for the periods from 01-04-2018 to 31-03-2022 and 01-04-2022 to 31-03-2026. Such arrears will be paid on pro rata basis depending on their actual attendance during the period. However the payment of thirty five thousand rupees of each beneficiary workmen arising out of arrears payable for period 01-04-2022 to 31-03-2026 will only be paid after union confirmation of receipt of union funds.

#### 3. Grades:

It is hereby agreed that the following system of Grades will be applied.

For the period 1st April, 2022 to 31st March, 2026:

Designation	Grade	Years of service as on 1st April, 2022
1	2	3
Production Associate 1	PA1	Above 19.5 Years
Production Associate 2	PA2	> 14.5-19.5 Years
Production Associate 3	PA3	> 10-14.5 Years
Production Associate 4	PA4	Below 10 Years

The list of workmen in corresponding Grades is mentioned in Annexure-III.

#### 4. CTC Payout:

It is hereby decided and agreed that the total increment in cost to Company for workmen Grade PA1 to PA4 during the period of the settlement is as follows:

For the period 1st April, 2022 to 31st March, 2026:

Grade	CTC increase per month during 4 years period 01st April, 2022 to 31st March, 2026	(1) 01st April, 22 01st year Rs.	(2) 01st April, 23 02nd year Rs.	(3) 01st April, 24 3rd year Rs.	(4) 01st April, 25 4th year Rs.	Total= (1)+(2)+ +(3)+(4) Rs.
	Distributions Percentage	25%	25%	25%	25%	100%
PA1	Rs. 18000	4500	4500	4500	4500	18000
PA2	Rs. 15500	3875	3875	3875	3875	15500
PA3	Rs. 13500	3375	3375	3375	3375	13500
PA4	Rs. 12000	3000	3000	3000	3000	12000

CTC will include Basic Pay, House Rent Allowance, Conveyance Allowance, Flexible Allowance, Medical allowance, Bonus, Provident Fund (company contribution), Gratuity and ESIC (company contribution).

For the purpose of calculation, CTC effective 31st March, 2022 will be considered after subtracting Mediclaim and Personal Accident Premium (as henceforth, premium will not be included in CTC calculations).

5. *Scales of basic pay:-* It is agreed that basic pay will be 40% of Basic Plus (Gross Earnings inclusive of Basic salary, HRA, Conveyance allowance, Flexible allowance and medical allowance (if applicable) calculated as per compensation structure. Basic pay is included as part of CTC. The Basic salary shall be proportionately reduced for any unpaid leave/any absence.

6. *House rent allowance:-* It is agreed that all workmen will be paid House Rent Allowance at the rate of 50% (Fifty percent) of their respective Basic salary, which shall apply to the workman during the tenure of this settlement. This allowance is included as part of CTC.

#### 7. *Conveyance allowance:*

- To encourage regularity and attendance, it is agreed that all workmen will be paid a Conveyance Allowance of Rs. 1600 per month, which is included as part of CTC.
- The Conveyance Allowance amount shall be proportionately reduced for any unpaid leave/any absence.

#### 8. *Flexible allowance:*

- The Flexible allowance is a filler amount to arrive at total Cost to Company.
- The Flexible Allowance shall be proportionately reduced for any unpaid leave/any absence.

#### 9. *Medical allowance:*

It is agreed that workmen not covered under ESIC, will be paid medical allowance of Rs. 1250 per month, which is included as part of CTC.

The Medical Allowance amount shall be proportionately reduced for any unpaid leave/any absence.

If the employee subsequently moves out of ESIC he will be paid medical allowance which will be part of his CTC. New CTC will be arrived by reducing the company ESIC Employer contribution of ESIC.

**10. Bonus:**

i. It is agreed that the existing practice of payment of Bonus otherwise being followed for the employees of THE COMPANY shall continue to be in force and shall also be made applicable to the workmen covered under this Settlement. Targeted bonus will be considered @ 5.66% of Base Plus.

ii. It is agreed that such amount paid shall be treated as Bonus under the Payment of Bonus Act, 1965.

*Note:-* If the workmen are out of the purview of Payment of Bonus Act, 1965 drawing more than Rs. 21,000/- gross wages per month then these employees shall be paid ex gratia payment as agreed in this settlement.

It has been agreed that the payment of bonus shall be governed, regulated and paid strictly in accordance with the Payment of Bonus Act, 1965 and the amendments made thereto, if any.

11. *Statutory contributions included in CTC-* It is agreed that Company Contribution towards Provident Fund and ESIC and Gratuity amount will be included as part of total Cost to Company as per the prevailing laws in force.

**12. Leave:-**

- I. It has been agreed that as per prevailing practice, operators shall not proceed on leave without applying for leave in writing and obtaining prior written sanction from the concerned shift Supervisor/Manager. Application for leave shall be made in writing not less than 10 days before the day on which the Operators wish his leave to begin.
- II. It is agreed that the Operators shall be eligible for leave of 30 days per year.
- III. Monthly 2.5 days proportionate leave shall be credited to workman leave balance and shall be governed and regulated by the leave rules in force which can be changed from time to time.
- IV. Management proposed in addition for actual worked days of 295 days above, the concerned employee will get additional 3 days leave per annum credited to leave balance of the employee.
- V. It is further agreed that the maximum accumulation of leave shall be 40 days and any leave exceeding 40 days shall be encashed at the rate of Base Plus salary at the end of the financial year. In case of any change in Leave Policy, the revised Leave

Policy will supersede this clause and the same shall be applicable immediately following such change.

13. The existing Group Medclaim policy, Group Personal Accident Policy and group term life policy will be continued as per eligibility and may be revised as per company policy requirement.

14. (A) *Plant Break Timings are agreed:* The Shift-wise Break Timings for the Plant will be as follows:

Break	Canteen timing	Duration of break per person (workstation leaving to reporting back to work station)
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(B) *Break Time Rules:* (a) All workmen must adhere to the shift-wise break timings as mentioned above in Clause 14 (A).

(b) During Shift working, workmen will avail their breaks in a staggered manner, by punching in and out on machine so as to ensure there is no machine down time during the break time. The departmental Supervisor/Manager will be responsible for deciding the staggering of breaks for groups of workmen manning a particular workstation. Workmen who exceed the break time limits mentioned in Clause 14 (A) above or violate any of the Break time rules habitually, will be subjected to appropriate disciplinary action.

**15. Continuity of shift:**

a. It is agreed that all production lines will run continuously without break between the shift change-over. All workmen must be present at their assigned workstations 05 minutes before start of the shift. At the end of the shift, the operator has to be present at the workstation till the end of the shift.

b. It is agreed that workmen should not leave his workplace before shift handover to his reliever and before being relieved by subsequent shift Operator.

c. It is agreed that all workmen will report to their respective places of work at their scheduled reporting time and not leave their respective places of work till their relievers take over. If a workman stays at the workstation beyond 15 mins. at the end of his shift duties, he will be retained on overtime for the same position and his reliever will be denied duty for late coming. workmen coming late without information/ /permission for more than 15 minutes will be denied duty for late coming. However, based on mutual understanding between supervisor and operator, this can be relaxed.

d. *Adherence of Break timing & Shift timing:* It is agreed that under no circumstances late coming/ /early going during the shift working would be permitted without proper authorization and wages will be calculated on actual working hours.

e. *Gate Pass:* It is agreed that all workmen will need to obtain prior approval along with duly signed gate pass from departmental head or section supervisor for early leaving from their respective shift duty.

#### 16. *Shift change:*

It is agreed that All Shift change requests by the workmen will need prior and express written approval from his section supervisor or departmental manager. In case workman has an emergency, he can change the shift after proper verbal approval of the supervisor. Also, in case of business requirements, supervisor can change the shift of operators based on discussions with the said operator.

#### 17. *Working on holidays/weekly off:*

It is agreed that in case of any business contingency or for any other business requirements, if the plant as a whole or in part is needed to be operated on any Holiday or on weekly off days, in such scenario all workmen who are assigned duty will have to attend such duty and wages would be paid as per existing practices. Also, if needed at any time, company may swap/change the weekly off/ /holidays with prior information to the concerned workman.

#### 18. *Operational flexibility:*

(A) It is agreed that as per existing practice, operators will move across lines/sections & departments as per the need of the Company and as per the plant operational needs, to support the business requirement. During breakdown/ /absenteeism of/in lines/sections/workstations, operators will be flexible to move across different

lines/sections/workstations as needed by the Company and support the day-to-day operations as advised by supervisor and there should not be any work refusal/resistance during such movement from one station to another station or line.

*Example:* If a winding operator is absent in a shift, the mounting operator/other trained operator of other line/same line/other area is redeployed, should operate, and maintain the winding operation for the shift.

(B) It is agreed that during that during non-production days all employees will be assigned alternate work as deemed fit by the company, like:

- I. Maintenance and upkeep of machines.
- II. 5S related work at their respective workstations and on the shopfloor, which will include painting and marking jobs etc.
- III. Assist in change overs as required.
- IV. Training & Lean activities.
- V. Kaizen improvement activities in the shopfloor.

(the above is only an illustrative list and not an exhaustive list). Current practice will continue. Main gangway marking, fan cleaning and wall cleaning, wall painting will be the exclusion in 5S activities.

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21. It is agreed that as per business requirements and for the purpose of managing business exigency, it is agreed to have operational flexibility by way of changing the weekly rest day cum weekly off to any other day or may start staggered weekly off or 24\*7 operations for factory or any department/any line/ any employee/class of employees in this scheduled employment and do so by displaying a notice of shift schedule in department notice board 7 days prior to the commencement of 24X7 working and information to concerned authorities.

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25. No mobile phones and cameras will be allowed inside the shop floor. In case on non-compliance to the above, appropriate disciplinary process will be initiated as per Factory Certified Standing Orders.

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32. It is agreed that workmen shall collectively work towards creating a positive work culture and workmen shall always attempt to settle all issues in

an amicable manner and shall not resort to any disruptive tactics like, strike, go-slow, abetment, holding/attending gate meetings during duty hours, or any agitational action or activity directly or indirectly affecting the work process/production etc. during the period of this settlement.

33. *Legislation/Government order:-* It is agreed that, if at any time during the period of operation of this settlement, any legislation/Government order is made applicable to the company with reference to any of the benefits agreed in this settlement; the benefits which are more beneficial (adhering statutory obligations) will apply.

34. All employees covered under this Settlement, shall at all times participate in all employee communication meetings/employee town hall held by the Company/management from time to time and shall confirm their presence by signing the attendance sheet for the respective meetings.

35. The Union or any workman who violates any of the Provisions/Clauses/Terms and Conditions of this Settlement shall be liable to strict disciplinary action as per Certified Standing Orders and Provisions of law.

36. *Statutory deductions:-* It is agreed that any statutory deductions applicable shall be deducted as required under the prevailing laws, as applicable and which might be introduced in future.

37. *General clauses:-* It is agreed that all general clauses as provided in the Tripartite Settlement dated 16th March, 2016 will remain unchanged and a copy of which is attached and marked as Annexure II.

38. It is agreed that the agreed amount will be distributed as follows:-

For the period from 1st April, 2022 to 31st March, 2026, increase amount will be distributed equally in 4 equal installments over the period of 4 years.

39. It is agreed that the period of settlement shall be 48 months from 1st April, 2022 to 31st March, 2026.

40. The final amount agreed upon in this settlement, should not set any precedent for future negotiations.

41. All the demands raised by the Union through its Charter of Demands dated 26-03-2022 and the demands made during the negotiation process shall be deemed to have fully, satisfactorily, and finally settled and the dispute/demands are fully resolved. It has been further agreed that with signing of this settlement the Reference IT/11/2020 & IT/12/2020 and RCS/68/2020/G are settled.

42. It has been agreed that in view of the present settlement, there exist no dispute and differences



between the parties now in connection with charter of demands. However, the matter in Reference IT/20/2020, IT/21/2020 and IT/18/2020 are not settled by this settlement. The RCS/68/2020 will be withdrawn by the Company as it is the Plaintiff.

43. *Union fund:-* It is agreed to and by the beneficiary of the settlement i.e. by those workmen who will be recipient of the increased wages/ /benefits/increments arising out of the settlements for the period from 01-04-2018 to 31-03-2022 and 01-04-2022 to 31-03-2026, that the Union fund will be paid by the worker to the Union Fund Bank Account of Pentair Employees Union from/out of the arrears of salary payable to the beneficiary workmen. After the amount of Union fund for the period from 01-04-2018 to 31-03-2022 and for the period from 01-04-2022 to 31-03-2026 are paid by the workmen, then no further Union funds are to be paid.

44. *Interpretation of memorandum of settlement:-* In case of any conflict in ascertaining the meaning and interpretation of any clause of this Memorandum of Settlement, the same shall be referred to the Managing Director of the Plant, whose decision will be final and binding.

6. I have gone through the records of the case and the above Memorandum of Settlement which is duly signed by both the Parties and I am convinced that the consent terms filed by the Parties are just and fair and are in the interest of the Management/Party I and the Workmen/Party II and the therefore, the same are accepted.

Accordingly, I, pass the following order:

#### ORDER

- (i) The reference stands disposed off in view of the Memorandum of Understanding along with the terms of settlement filed by Management/ /Party I and the Workmen/Party II at Exhibit 64 Colly.
- (ii) No order as to costs.
- (iii) Inform the Government accordingly.

Sd/-

(Vijayalaxmi R. Shivolkar),  
Presiding Officer,  
Industrial Tribunal &  
Labour Court.

#### ANNEXURE II

General clauses of tripartite settlement dated 16th March, 2016.

- I. It is agreed by both the parties that nothing contained in this Settlement shall affect any existing privilege or benefits unless such existing privilege or benefits have been specifically dealt with under any of the items contained in this Settlement and new terms in respect thereof have been agreed upon. In that event, the existing privileges or benefits will be deemed to have been modified to the extent stated in the Settlement.
- II. It is agreed that THE EMPLOYEES shall co-operate with THE COMPANY in maintaining discipline and productivity through proper performance of duties. THE EMPLOYEES shall ensure uninterrupted production and services for the duration of the Settlement and thereafter. The parties further agree that whenever any conflict of interest arises, it shall be resolved in a peaceful and legitimate manner by discussions and/or by strictly resorting to the machinery prescribed under the law.
- III. Both parties agree to carry out rationalizations, modifications, abolition of wasteful practices, introduction of appropriate procedures/ /techniques/technology for effective and maximum utilization of operating time, overlapping shift timings and such other methods as may be considered appropriate, which will result in work simplification or overall improvement in the efficiency.
- IV. THE EMPLOYEES agree that during the operative period of this Settlement they shall not raise any dispute direct or indirect, which is likely to cause further financial burden on THE COMPANY and it is specifically agreed that all the demands raised by THE EMPLOYEES will be deemed to have been fully and satisfactorily settled by this Settlement. In case by legislation or otherwise, identical or similar, benefits as accruing to EMPLOYEES under this Settlement are introduced in future, THE EMPLOYEES shall enjoy the benefits either under this Settlement or under the legislation in its totality, whichever is beneficial to them but not both.
- V. 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 employees but, also to review, streamline and rationalize various procedures, techniques, practices, systems etc. and to ensure optimum utilization of all resources. The workmen

agree to carry out their duties in case any change is effected in working conditions and also agree to co-operate and discharge their duties if any new device is added to improve productivity.

- VI. THE COMPANY and THE EMPLOYEES agree that to withstand competition and to deliver value for money to the Customer, it is very important and essential to be efficient and cost effective. THE EMPLOYEES shall extend full co-operation to THE COMPANY in increasing efficiency and productivity.
- VII. THE EMPLOYEES understand that THE COMPANY is driving continuous improvement and THE EMPLOYEES shall whole heartedly and fully participate and offer constructive ideas for continuous improvement.
- VIII. THE EMPLOYEES individually and collectively shall continue to do all jobs pertaining to production and shall accept changes in work methods and work patterns/systems to meet business exigencies. THE EMPLOYEES shall adopt and accept new innovations and practices for maximizing the utilization of capacity for cost saving.
- IX. The existing system of multi-skilling and working in different workstation will be further improved for better efficiencies. In order to have the operational flexibility and to improve the skill levels & deployment in various work stations among the workmen in various jobs and to encourage multi skilling to achieve optimum utilization of manpower without affecting their existing wages, Multi-Skilling concept will be introduced to all the workmen working in different sections, departments, areas and line. The workmen hereby agreed to adhere to the allotment of jobs as per Multi skilling requirements.
- X. It is agreed by and between parties hereto that in case workmen are called for work on any National/Festival Holidays workmen/union shall not refuse to attend to the business requirements. All the workmen who work on that particular day will be paid benefits and Compensatory Off as per the provisions of Factories Act, 1948.
- XI. All workmen must be present at work spot 5 minutes before start of the shift. The breaks will be reduced to 2 breaks from 3 breaks in the 1st and 2nd shift. All workmen must adhere to break timing of 15 minutes tea break and 25 minutes for lunch break. Workmen should not leave work place at the end of the shift, till reliever comes and reports for duty. All workmen should adhere to staggered self-relieving system during lunch and tea breaks in such a way that, there won't be stoppage of machines.
- XII. In case a Workman in the next shift doesn't report for duty, the workmen in the previous shift will continue to work as directed by the concerned Shift Executive. Workman in the previous shift has to hand over the charge to his reliever in the next shift before he leaves his workplace. No stoppage of machine should take place at the time of Shift changing.
- XIII. Manpower of plant will be rationalized time and again as per the clauses mentioned below:
 

The manning shall be decided based on technology, work practices, work methods and systems prevailing at a given point of time. If with the introduction of new work systems/methods, if any role of workmen becomes irrelevant, then those workmen will be re-deployed in a suitable position.
- XIV. Below mentioned services will be considered as Essential Services and all those deployed in these services will be considered as people working in essential services.
  - i. Utilities.
  - ii. Maintenance.
  - iii. Logistics and Stores.

All those workmen, deployed in the above mentioned areas should make themselves available for work even during the periods of Strike, Lock Out, National/Festival Holidays or any other extraordinary circumstances. Those workmen, who fail to present themselves for work, will be deemed as wilful absence and such workmen will be liable for disciplinary action as per the provisions of Law.

XV. It is agreed that as far as work is concerned, there will be no comparison of experience, seniority etc. All jobs will be offered by the Company and workmen will carry out those jobs in true spirit. It is agreed by and between the parties to have the operational flexibility. It is agreed that workmen & union will be totally flexible in the interest of business more particularly as under:

There shall be total flexibility and complete interchangeability between/during shifts, lines, department etc. No workman shall refuse to carry out any activity related to production/dispatch/maintenance of equipment.

The minimum crew required for attending an activity will be decided by concerned Manager. Manager will be at liberty to make any changes in allotting and changing the allotted workmen.

Workmen crew available on the line shall attend to the maintenance jobs relating to the line and participate in 5S activities associated with their area of work.

XVI. It is necessary to maintain a high standard of quality which cannot be compromised if workmen exhibits poor quality of work, Company will be the sole authority in determining quality/quantity standards.

It is accepted that the maintenance of quality standards, adhering to the Company's recommended specifications are of paramount importance and if a workman or a group of workmen work in a manner detrimental to the quality of the product, suitable action will be taken against workmen as per the provisions of law.

Workmen should not waste any raw materials/ /ingredients/packaging material and should not take any action which is detrimental to the company's interest. The workmen working on machines should keep the machine clean and handle them with utmost care. All workmen shall ensure proper housekeeping, maintain hygienic condition in their place of work including daily/Shift CLIT and 5S.

XVII. In order to optimize utilization of manpower for enhancing efficiency, the union and workmen agreed to utilize the workmen in the following areas during non-production days. Workmen will be allotted jobs like:

- i. Maintenance and upkeep of machines,
- ii. Deep cleaning and 5S related work at their respective workstations and on the shop-floor, which will include painting and marking jobs etc.
- iii. Assist in change overs as required.
- iv. Training & lean activities.
- v. Kaizen improvement activities on the shop-floor.

(The above is only an illustrative list and not an exhaustive list).

XVIII. It is agreed that, in case of any requirement of Over Time, at any workstation/place the preference will be given to the Operator working at that station. In case the said Operator is not able to continue the duty on Over Time, then the option will be given to any other trained Operator.

XIX. Company will continue to improve the skills of workmen by imparting various OJT (On the Job Training) and other training. Workmen should co-operate and attend whole heartedly in learning the concepts and implementing them at workplace. Workmen should co-operate in implementing various initiatives like Operational Excellence, 5S, Kaizen, RIE, SMED, Poka Yoke etc. or any such initiative which will help in improving efficiency of the plant. It is hereby agreed that the workmen will sign training records and other documents required to be maintained for the purpose of ISO requirements/audits and as per Company guidelines.

XX. It is mandatory for all the workmen to use Personal Protective Equipment (PPE) like goggles, safety shoes, ear plugs, etc. as required, failing which, disciplinary action will be initiated against the workmen and such workmen may not be permitted for work since safety is of utmost importance. Moreover, all safety precautions has to be followed while operating the machines or carrying out maintenance activities. Violation of safety norms will be viewed very seriously and disciplinary action will be initiated against those who violate the safety norms.

XXI. The various office bearers of union will carry out their normal duties of work like all other workmen at the work spots. In order to ensure discipline in the factory, the union and the workmen agree not to conduct any

meeting or gathering on the shop floor without prior express permission of the management. Any such participation would be treated as misconduct under the standing orders applicable to the workmen of the company. Grievances, if any, should be presented in writing only when there is a real basis for complaint. All efforts should be made to settle the day to day grievances by personal representations to the section/departmental heads. If unresolved, the matter would be taken to the HR department representative. Efforts would be made to redress such grievances at the earliest.

- XXII. Any stoppage of Company work or routine official duty, by any workman, individually or collectively will lead to eight (8) days wages being deducted for each day of such work stoppage, in respect of such workman/workmen. The management will make such wage deduction, from the monthly wages of the month in which such work stoppage is caused.
- XXIII. The union/workmen shall collectively work towards creating a positive work culture. Union/workmen shall always strive to settle all issues in an amicable manner and shall not resort to any disruptive tactics like strike, go-slow, abetment, violence etc. during the period of this settlement, failing which, strict disciplinary action (extending to termination of service) shall be taken against such workman/workmen in accordance with Certified Standing orders of the Factory/Provisions of law.
- XXIV. In the interest of discipline and smooth running of operations, it is agreed that workmen shall adhere to the instructions of their Supervisors.
- XXV. Workmen has to follow the dress code policy and maintain highest levels of personal hygiene, such as clean-shaven look and nails cut.
- XXVI. Any workmen found idling during office hours will be marked absent. Repeat instances will be subjected to disciplinary action as per standing orders/provisions of law.
- XXVII. Union and Workmen will play a pro-active role in creating awareness about the Health, Safety and Environmental Policy of the Company and towards its effective implementation. Union/Workmen shall support all initiatives of the Company for improving Health, Safety and Environmental standards. Use of PPE's wherever applicable shall be mandatory and any violation of rules pertaining to the above aspects shall be viewed seriously.
- XXVIII. No usage of mobile phones while on duty (at workstation/on machine). Disciplinary action will be taken in case of violation. No mobiles will be allowed at the workplace.
- XXIX. All the workmen shall undergo the medical examination as and when organized by the Company and strictly abide by the schedule provided and all other medical examinations advised by the Factory Medical Officer from time to time.
- XXX. No workmen shall smoke or chew tobacco, consume alcohol/drugs inside the premises and precincts of the factory, failing which strict disciplinary action will be taken as per Certified Standing Orders/Provisions of law. The factory has been declared as a No Smoking Zone.
- XXXI. Union and workmen hereby agree that they will strictly follow the Code of Business Conduct Guidelines failing which they are liable for disciplinary action as per the provisions of law.
- XXXII. Union and workmen will not interfere in any disciplinary action that will be taken against any workmen who commits the misconduct as per the applicable Standing Orders. Workmen indulging in such interference will be liable for appropriate disciplinary action. Union will be kept informed in case of misconduct of any workman.
- XXXIII. Union and workmen hereby agree that they will strictly follow the attendance system prescribed by the company from time to time.
- XXXIV. It is agreed by the Union and the Workmen that in the event of amendment in any legislation or introduction of any legislation after signing of this Settlement, introduces or revises pay/benefits which is covered under this Settlement, the Workmen shall opt only for the benefits either under the Settlement or under the Law, whichever is higher, but not both the benefits.

XXXV. In event of any Act, Government Resolution, Ordinance, Promulgation by the Appropriate Government or Competent Authority under any law enforced Union and the Company shall sit together and amend the necessary clauses if required.

## ANNEXURE III

Sr. No.	Emp. Code	Name of the Employee	Grade for period 1st April, 2022-31st March, 2026 as per Clause 3
1	2	3	4
1.	0168	Satyawan Maulingkar	PA1
2.	0219	Prakash Girap	PA1
3.	0233	Saiprasad Pokhare	PA1
4.	0257	Anil Narvenkar	PA1
5.	0288	Anil Kamat	PA1
6.	0294	Mohan Borkar	PA1
7.	0375	Samir Borkar	PA1
8.	0413	Gopal Madiwalar	PA1
9.	0479	Arvind Naik	PA2
10.	0580	Laxman Kowadkar	PA3
11.	0696	Nagesh Karivadekar	PA3
12.	0966	Nitin Sakpal	PA3
13.	0985	Mohan Patil	PA3
14.	0992	Ladu Sawant	PA3
15.	0997	Chandrasekhar Bingi	PA3
16.	1057	Vithu G. Naik	PA3
17.	1049	Vikas Chopadekar	PA3
18.	1069	Mangesh A. Rane	PA3
19.	1091	Baburav Sangvekar	PA3
20.	1095	Ganapati Madival	PA3
21.	1137	Karn Kumar Patil	PA3
22.	1134	Dewoo Kochharekar	PA3
23.	1108	Rajendra Gaonkar	PA3
24.	1142	Sanjay Malsekar	PA3
25.	1149	Ramesh Malgaonkar	PA3
26.	1150	Ashok Tilu Naik	PA3
27.	1151	Shailesh Gaude	PA3
28.	1158	Pandurang Gawas	PA3
29.	1164	Nitesh Naik	PA3
30.	1191	Hanumant Satarkar	PA3
31.	1198	Priyaranjan Das	PA3
32.	1226	Nyaneshwar Naik	PA4
33.	1227	Suraj Pednekar	PA4
34.	1245	Dinesh Gawas	PA4

1	2	3	4
35.	1247	Viresh Sawkar	PA4
36.	1249	Jogeshwar Mahato	PA4
37.	1258	Tulashidas Acharekar	PA4
38.	1252	Mahadev Bagkar	PA4
39.	1287	Avinash Bhujbal	PA4
40.	1306	Nyaneshwar Velip	PA4
41.	1300	Gurudas Kudav	PA4
42.	1328	Yuvraj Kotharkar	PA4
43.	1351	Krishna Arlikar	PA4
44.	1354	Krishna R. Naik	PA4
45.	1358	Shankar Sapate	PA4
46.	1397	Satyawan Digneekar	PA4
47.	1434	Prashant U. Naik	PA4
48.	1538	Rohan D. Murkumbi	PA4
49.	1658	Bhimappa Biradar	PA4
50.	1659	Siddappa Nigari	PA4
51.	1708	Fatu Ghadi	PA4
52.	1736	Prabhu Vadar	PA4
53.	1746	Vasant Gunagi	PA4
54.	1749	Prashant Madival	PA4
55.	1787	Prakash Kurade	PA4
56.	1818	Sachin Palav	PA4
57.	1831	Clemente D'costa	PA4
58.	1960	Lilbahadur Gurkha	PA4
59.	2022	Iranagouda Patil	PA4
60.	2029	Faiyaz Shaikh	PA4
61.	2048	Kishor Madkaikar	PA4
62.	2068	Deepak Kolambkar	PA4
63.	2075	Vinayak Kattimani	PA4
64.	2076	Jitendra Sawant	PA4
65.	2092	Maruti Goudar	PA4
66.	2143	Kushal Naik	PA4
67.	2342	Chaloba Pawar	PA4
68.	2027	Mallanagouda Patil	PA4

## Department of Personnel

## Order

No. 24/1/2019-PER/Vol.I/427

In exercise of the powers conferred by sub-section (1) of Section 4 of the Goa Staff Selection Commission Act, 2019 (Goa Act 11 of 2019), and in partial modification of Government Notification No. 24/1/2019-PER/2302 dated 01-11-2019, published in the Official Gazette, Series II No. 32 dated 07-11-2019, the Governor of Goa hereby appoints Shri Narayan Sawant, IAS (Retd.), as the member of the Goa Staff Selection Commission constituted vide the Government Notification No. 24/1/2019-PER/2301 dated 01-11-2019, published in the Official Gazette, Series II No. 32 dated 07-11-2019, with immediate effect.

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

*Raghuraj A. Faldesai*, Under Secretary (Personnel-II).

Porvorim, 6th February, 2025.

## Department of Public Health

## Notification

No. 5/10/2011-II/PHD/PART-III/328

Ref.: Notification No. 5/10/2011-II/PHD/PART-III/119 dated 14-01-2025.

In pursuance to Section 13 A of the Transplantation of Human Organs and Tissues Act, 1994, read with Rule 30 of the Transplantation of Human Organs and Tissues Rules, 2014, Government is pleased to constitute the following Advisory Committee to aid and advise the Appropriate Authority to discharge its functions, for a period of 2 years from the date of issue of this Notification:-

- |  |   |           |
|--|---|-----------|
| 1. Secretary (Health)                                      | — | Chairman. |
| 2. Dean, Goa Medical College                               | — | Member.   |
| 3. Prof. & Head, Department of Urology, GMC                | — | Member.   |
| 4. Dr. Shital Lengade, Consultant Transplant, Nephrologist | — | Member.   |
| 5. Dr. Virendra Gaonkar, Chairman, Healthway Hospital      | — | Member.   |
| 6. Dr. Rajnanda Desai, OSD to Minister (Health)            | — | Member.   |

- |   |   |                   |
|---|---|-------------------|
| 7. Justice (Rtd.) Anuja Prabhu Desai                | — | Member.           |
| 8. Director of Food and Drugs Administration        | — | Member.           |
| 9. Prof. & Head, Department of Ophthalmology, GMC   | — | Member.           |
| 10. Prof. & Head, Department of Nephrology, GMC     | — | Member.           |
| 11. Joint Director (Technical-in-charge), SOTTO Goa | — | Member.           |
| 12. IMA, Goa State President                        | — | Member.           |
| 13. Prof. & Head, Department of Neurosurgery, GMC   | — | Member.           |
| 14. Prof. & Head, Department of Neurology, GMC      | — | Member.           |
| 15. Director of Health Services                     | — | Member Secretary. |

This supersedes the earlier Notification No. 5/10/2011-II/PHD/PART-III/119 dated 14-01-2025.

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

*Gautami S. Parmekar*, Under Secretary (Health-I).

Porvorim, 11th February, 2025.

## Department of Revenue

## Order

No. 32/3/2006/RD/1651

The Government of Goa is hereby pleased to constitute a Committee to assess key aspects of land acquisition and rehabilitation of slum dwellers at Moti Dongar and to recommend the suitable course of action as follows:

- |  |   |                   |
|--|---|-------------------|
| a) Director of Municipal Administration          | — | Chairperson.      |
| b) Deputy Collector and SDM, Salcete-I           | — | Member.           |
| c) Inspector of Survey and Land Records, Salcete | — | Member.           |
| d) Municipal Engineer, Margao Municipal Council  | — | Member.           |
| e) Deputy Collector (Revenue South)              | — | Member.           |
| f) Senior Project Engineer, GSUDA                | — | Member Secretary. |

The Committee shall have a tenure of 2 months which shall be extended if required by Government. The Committee shall meet biweekly to review the progress. The Chairperson shall submit the report to the Department of Revenue for communicating to Government and the Ld. Advocate General.

Terms of reference:

- a) To decide on the issue of the acquisition of land for rehabilitation.
- b) To work out the terms and modalities of the rehabilitation process, i.e., whether to opt for a PPP model or any Government scheme/ /Central Government scheme.

c) To develop the most feasible plan to settle the issue.

d) Minimum land rates and area of land to be acquired.

This Order shall come into force on the date of its publication in the Official Gazette.

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

*Vrushika Kauthankar*, Under Secretary (Revenue-I).

Porvorim, 13th February, 2025.

## Department of Transport

Directorate of Transport

### Order

No. 5/2/93-Tpt/PF./2024/387

The following Assistant Director of Transport (Group 'B' Gazetted) is transferred with effect on administrative grounds and in public interest as detailed hereunder:-

Sr. No.	Name of the Assistant Director of Transport	Present posting	Posting on transfer
1.	Shri Ladu Gaonkar	O/o. A.D.T., Pernem	Head Quarter, Panaji.

Shri Kamlakant Karapurkar, Assistant Director of Transport, Bicholim, shall hold additional charge of Assistant Director of Transport, Pernem, until further orders.

The above Assistant Directors of Transport are directed to join the new place of posting immediately and complete handing over/taking over formalities accordingly.

Further, the said Officers are directed not to avail joining period or any type of leave till they assume charge at the new place of posting.

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

*P Pravimal Abhishek*, IAS, Director & ex officio Addl. Secretary (Transport).

Panaji, 13th February, 2025.

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