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Panaji, 8th February, 2018 (Magha 19, 1939)

SERIES II No. 45

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 44 dated 01-02-2018 namely, Extraordinary dated 02-02-2018 from pages 2075 to 2110 regarding Orders from Department of Urban Development.

GOVERNMENT OF GOA

Department of Education, Art & Culture

Directorate of Higher Education

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Order

No. 3/92/2018/DHE/Deputation/3456

On recommendation of the Selection Committee constituted by Government and with the approval of Government, Shri Shankar B. Naik, Assistant Professor of Sant Sohirobanath Ambiye, Government College of Arts & Commerce, Pernem is hereby appointed as Assistant Director (Academic), Group 'A' Gazetted by transfer on deputation in Directorate of Higher Education against the post created vide Order No. 3/63/DHE/ /Creation of Posts/2017-18/2416 dated 10-11-2017.

The official shall draw his pay as per UGC norms & guidelines and he shall also be entitled for deputation allowance.

The period of deputation shall be initially for a period of three years extendable for a further period of 2 years as per the exigencies and shall be regulated as per the terms of deputation as contained in O.M. issued by Department of Personnel vide No. 13/4/74-PER dated 20-11-2013 and as amended from time to time.

The above official shall join his duties within 7 days from the date of issue of this Order. The above official shall be relieved by within the stipulated period.

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

Diwan N. Rane, Under Secretary (Higher Education).

Porvorim, 30th January, 2018.

Order

No. 3/92/2018/DHE/Deputation/3457

On recommendation of the Selection Committee constituted by Government and with the approval of the Government, the below mentioned officials are appointed to the post mentioned against their names in column No. 3 by transfer on deputation in Directorate of Higher Education against the posts created vide Order No. 3/63/DHE/Creation of Posts/ /2017-18/2416 dated 10-11-2017.

Sr. No.	Name of the Officials	Designation of the post	Pay level as per VIIth pay matrix
1	2	3	4
1.	Smt. Meeta V. Kerkar, Senior Assistant, Secretariat, Porvorim	Assistant Director (SHEC) (Group 'B' Gazetted)	Level-7.
2.	Smt. Trupti K. Bhangle, Head Clerk, Directorate of Official Language	Assistant Director (Adm./Est.) (Group 'B' Gazetted)	Level-7.
3.	Shri Ashank Desai, Head Clerk, Directorate of Art and Culture	Assistant Director (Trg./Dev.) (Group 'B' Gazetted)	Level-7.

The period of deputation shall be initially for a period of three years extendable for a further period of 2 years as per the exigencies and shall be regulated as per the terms of deputation as contained in O.M. issued by Department of Personnel vide No. 13/4/74-PER dated 20-11-2013 and as amended from time to time.

The above officials shall join their duties by 01-02-2018 (B.N.) and shall exercise their option for fixation of pay in the pay of deputation post or deputation allowance in terms of provision of FR. 22 (1) (a)(i) within a period of one month from the date of their joining the post.

Heads of the department of above officials shall relieve the above officials within the stipulated period.

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

Diwan N. Rane, Under Secretary (Higher Education).

Porvorim, 30th January, 2018.

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Department of Labour

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Order

No. 28/32/2017-LAB/77

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Zephyr Biomedicals, Division of Tulip Diagnostics (P) Limited, Verna Industrial Estate, Verna, Goa, and it's workmen represented by the Gomantak Mazdoor Sangh, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

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

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

SCHEDULE

"(1) Whether the action of the management of M/s. Zephyr Biomedicals, Division of Tulip Diagnostics (P) Limited, Verna Industrial Estate, Verna, Goa, in not conceding the following Charter of demands raised by the Gomantak Mazdoor Sangh vide their letter dated 28-11-2016, is legal and justified?

Charter of Demands

Demand No. 1: **Pay Scales:**

Grades:

I : 3575-160-4375-180-5275-200-6275-220--7375-240-8575-260-9875-280-11275.

II-3: 4050-185-4975-205-6000-225-7125-245--8350-265-9675-285-11100-305-12625.

III-2: 4500-200-5500-220-6600-240-7800-260--9100-280-10500-300-12000-320-13600.

IV-1: 5075-235-6250-260-7550-285-8975-310--10525-335-12200-360-14000-385-15925.

Demand No. 2: **Flat Rise:**

Union demands that all the workmen shall be given the flat rise of Rs. 4000/- in the Basic.

Fitment: The above amounts should be added to the existing basic and thereafter fitted in the revised pay scale in the higher stage.

Demand No. 3: **Seniority Increments:**

Union demands that the workmen should be given Seniority increments as mentioned below:

Service up to 3 years	:	One Increment.
Service from 3 years to 7 years	:	Two Increments.
Service from 7 years to 10 years	:	Three Increments.
Service from 10 years to 15 years	:	Four Increments.
Service from 15 years to 20 years	:	Five Increments.
Service above 20 years	:	Six Increments.

Demand No. 4: **Variable Dearness Allowance (VDA):**

Union demands that the VDA shall be paid at the revised rate or Rs. 3/- per point rise beyond 4500 points or AICPI (1960) the computation of VDA shall be made quarterly based as per existing system.

Demand No. 5: **House Rent Allowance (HRA):**

Union demands that HRA should be paid at the revised rate of 30% of Basic, as the cost of accommodation is very high in Goa due to Tourist State.

Demand No. 6: **Education Allowance**:

The Union demands that Education Allowance shall be paid at the revised rate of Rs. 2500/- per month.

Demand No. 7: **Conveyance Allowance:**

Union demands that all workmen shall be paid conveyance allowance @ revised rate of Rs. 2500/- per month.

Demand No. 8: **Paid Holidays:**

Union demands that all the workmen shall be granted paid holidays at rate 12 days per year.

Demand No. 9: **Leave:**

Union demands that all the workers shall be given leave on following basis:-

(a) *Earned Leave:* Union demands that all the workmen shall be given earned leave at the rate 35 days E. L. per year with accumulation up to 120 days and leave shall be allowed to take 10 times in a year.

(b) *Casual Leave:* Union demands that all the workmen shall be given casual leave at the rate of 15 days per year with encashment facility.

(c) *Sick Leave:* Union demands that those workmen covered under ESIC shall be given sick leave at the rate of 15 days per year. And those workmen outside the purview of ESIC shall be given 15 days sick leave per year with accumulation upto 75 days.

Demand No. 10: **Leave Travel Assistance (LTA):**

Union demands that LTA shall be paid at the revised by adding Rs. 5000/- per annum to the existing LTA, with minimum of four days earned leave. The amount shall be paid one week before the commencement of leave.

Demand No. 11: **Medical Reimbursement:**

Union demands that those workman who are outside the purview of the ESIC, shall be reimbursed full medical expenses incurred by him for self and his family including dependent father and mother.

Demand No. 12: **Loan:**

Union demands that existing loan shall be increased to Rs. 3,00,000 towards house repair and construction of house and towards the purchase of household articles or marriage of self or his/her family member, purchase of vehicle etc.

Demand No. 13: **Bonus/Ex-gratia:**

Union demands that all the workers shall be paid Bonus/Ex-gratia at the rate of 20% of gross wages (Basic, FDA and VDA) every year, before Diwali every year.

Demand No. 14: **Shift Allowance:**

Union demands that those workmen work in the shifts shall be paid shift allowance as under:

Second shift: Rs. 50/- per second shift. And third shift Rs. 75/- per third shift.

Demand No. 15: **Fixed Dearness Allowance (FDA):**

Union demands that the all the workers shall be paid FDA @ revised rate of Rs. 1500/- per month.

Demand No. 16: **Accident benefits while on duty and while coming for duty and while going from the duty:**

Union demands that those workmen who met with accident while coming for duty and going back from the duty shall be treated as accident while on duty and they shall be given all the benefits such as full wages and full medical reimbursement to the concerned workmen.

Demand No. 17: **City Compensation Allowance (CCA):**

Union demands that all the workmen shall be paid CCA at the revised rate of Rs. 1000/- per month.

Demand No. 18: **Meal Reimbursement:**

Union demands that the workmen who will continue from the First/General shift to Second shift or Second shift to General/First shift shall be paid Rs. 150/- per day per shift work.

Demand No. 19: **Transport facility:**

Union demands that management shall provide free transport facility in all shifts from the following routes:

(a) Verna to Panaji and back.
(b) Verna to Margao and back.
(c) Verna to Vasco and back.
(d) Verna to Ponda and back.

Demand No. 20: **Canteen Facility:**

Union demands that the management shall provide the subsidies rate canteen facility in all the shifts.

Demand No. 21: **Emergency Gate Pass:**

Union demands that in case of emergency management should give the gate pass to the worker to go out of the factory.

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

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

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

Porvorim, 29th January, 2018.

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Order

No. 28/31/2017-LAB/82

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the

management of M/s. Qualpro Diagnostics System, Division of Tulip Diagnostics (P) Limited, Verna Industrial Estate, Verna, Goa and their workmen represented by the Gomantak Mazdoor Sangh, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

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

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

SCHEDULE

"(1) Whether the action of the management of M/s. Qualpro Diagnostics System, Division of Tulip Diagnostics (P) Limited, Verna Industrial Estate, Verna, Goa in not conceding the following demands raised by the Gomantak Mazdoor Sangh, vide their letter dated 28-11-2016, is legal and justified?

Charter of Demands

Demand No. 1: **Pay Scales:**

Grades:

I: 3575-160-4375-180-5275-200-6275-220--7375-240-8575-260-9875-280-11275.

II-3: 4050-185-4975-205-6000-225-7125-245--8350-265-9675-285-11100-305-12625.

III-2: 4500-200-5500-220-6600-240-7800-260-9100-280-10500-300-12000-320-13600.

IV-1: 5075-235-6250-260-7550-285-8975-310--10525-335-12200-360-14000-385-15925.

Demand No. 2: **Flat Rise:**

Union demands that all the workmen shall be given the flat rise of Rs. 4000/- in the Basic.

Fitment: The above amounts should be added to the existing basic and thereafter fitted in the revised pay scale in the higher stage.

Demand No. 3: **Seniority Increments:**

Union demands that the workmen should be given Seniority increments as mentioned below:

Service up to 3 years	: One Increments.
Service from 3 years to 7 years	: Two Increments.
Service from 7 years to 10 years	: Three Increments.
Service from 10 years to 15 years	: Four Increments.
Service from 15 years to 20 years	: Five Increments.
Service above 20 years	: Six Increments.

Demand No. 4: **Variable Dearness Allowance (VDA):**

Union demands that the VDA shall be paid at the revised rate of Rs. 3/- per point rise. Beyond 4500 points of AICPI (1960) the computation of VDA shall be made quarterly based as per existing system.

Demand No. 5: **House Rent Allowance (HRA):**

Union demands that HRA should be paid at the revised rate of 30% of Basic, as the cost of accommodation is very high in Goa due to Tourist State.

Demand No. 6: **Education Allowance:**

The Union demands that Education Allowance shall be paid at the revised rate of Rs. 2500/- per month.

Demand No. 7: **Conveyance Allowance:**

Union demands that all workmen shall be paid conveyance allowance @ revised rate of Rs. 2500/- per month.

Demand No. 8: **Paid Holidays**:

Union demands that all the workmen shall be granted paid holidays at rate 12 days per year.

Demand No. 9: **Leave:**

Union demands that all the workers should be given leave on following basis:

(a) *Earned Leave:* Union demands that all the workmen should be given earned leave at the rate 35 days E.L. per year with accumulation up to 120 days and leave shall be allowed to take 10 times in a year.

(b) *Casual Leave:* Union demands that all the workmen should be given casual leave at the rate of 15 days per year with encashment facility.

(c) *Sick Leave:* Union demands that those workmen covered under ESIC should be given sick leave at the rate of 15 days per year. And those workmen outside the purview of ESIC shall be given 15 days sick leave per year with accumulation upto 75 days.

Demand No. 10: **Leave Travel Assistance (LTA):**

Union demands that LTA should be paid at the revised by adding Rs. 5000/- per annum to the existing LTA, with minimum of four days earned leave. The amount shall be paid one week before the commencement of leave.

Demand No. 11: **Medical Reimbursement:**

Union demands that those workman who are outside the purview of the ESIC, shall be reimbursed full medical expenses incurred by him for self and his family including dependent father and mother.

Demand No. 12: **Loan:**

Union demands that existing loan shall be increased to Rs. 300000/- towards house repair and construction of house and towards the purchase of household articles or marriage of self or his/her family member, purchase of vehicle etc.

Demand No. 13: **Bonus/Ex-gratia:**

Union demands that all the workers shall be paid Bonus/Ex-gratia at the rate of 20% of gross wages (Basic, FDA and VDA) every year, before Diwali every year.

Demand No. 14: **Shift Allowance:**

Union demands that those workmen work in the shifts shall be paid shift allowance as under:-

Second Shift: Rs. 50/- per second shift. And third shift: Rs. 75/- per third shift.

Demand No. 15: **Fixed Dearness Allowance (FDA):**

Union demands that all the workers shall be paid FDA @ revised rate of Rs. 1500/- per month.

Demand No. 16: **Accident benefits while on duty and while coming for duty and while going from the duty:**

Union demands that those workmen who met with accident while coming for duty and going back from the duty shall be treated as accident while on duty and they shall be given all the benefits such as full wages and full medical reimbursement to the concerned workmen.

Demand No. 17: **City Compensatory Allowance (CCA):**

Union demands that all the workmen shall be paid CCA at the revised rate of Rs. 1000/- per month.

Demand No. 18: **Meal reimbursement:**

Union demands that the workmen who will continue from the First/General shift to Second shift or Second shift to General/First shift shall be paid Rs. 150/- per day per shift work.

Demand No. 19: **Transport facility:**

Union demands that management shall provide free transport facility in all shifts from the following routes:

(a) Verna to Panaji and back.
(b) Verna to Margao and back.
(c) Verna to Vasco and back.
(d) Verna to Ponda and back.

Demand No. 20: **Canteen facility:**

Union demands that the management shall provide the subsidies rate canteen facility in all the shifts.

Demand No. 21: **Emergency gate pass:**

Union demands that in case of emergency management should give the gate pass to the worker to go out of the factory.

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

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

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

Porvorim, 29th January, 2018.

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Notification

No. 28/9/2017-LAB/41

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 22-12-2017 in reference No. IT/33/97 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

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

Porvorim, 15th January, 2018.

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IN THE INDUSTRIAL AND LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'silva, Hon'ble Presiding Officer)

Ref. No. IT/33/97

The Goa MRF Employees Union,
a registered Trade Union having
its registered office at
"Saidham", Dhavlimol,
P. O. Kaulem, Ponda,
Goa-403 401. … Workmen/Party I

V/s

1. M/s. MRF Ltd.,
   A Company incorporated
   under the Companies Act
   having its factory
   at P. B. No. 1, Ponda,
   Goa-403 401. … Employer/Party II (1)
2. The Goa MRF Employees
   Union, Rep. by its President,
   Savio Furtado, Sikerkar Building,
   Upper Bazar, Nr. Vithoba Temple,
   Ponda-Goa … Workmen/Party II (2)

Workmen/Party I represented by Ld. Adv. Shri V. Menezes.
Employer/Party II(1) represented by Ld. Adv. Shri G. K. Sardessai.
Workmen/Party II(2) represented by Ld. Adv. Shri M. S. Bandodkar.

AWARD

(Delivered on this the 22nd day of the month of December of the year 2017)

By Order dated 05-06-1997, bearing No. ALC/PONDA/C.H of Demands/MRF/2488, the Government of Goa in exercise of powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to this Tribunal for adjudication.

"(1) Whether the demands served by the Goa M.R.F. Employees Union on the management of M/s. M.R.F. Ltd., on behalf of the workers employed in the industrial establishment vide Union's letter dated 29-8-1996 are legal and justified?

(2) If so, to what relief the workmen are entitled?"

2. It is matter of record that vide Corrigendum No. ALC/PONDA/- CH. of Demands/MRF/2979 dated 8-7-1997, the appropriate Government corrected the date of Union's letter appearing in Schedule from 29-8-1996 to 15-2-1996. It is also a matter of record that by Order No. ALC/PONDA/CH. of Demands/MRF/6097 dated 26-11-1997, the appropriate Government amended the schedule of reference, as follows:

"(2) Whether the following demands of the management of M/s M.R.F. Limited are legal and justified?

(i) Part of present FDA+VDA to be merged with service Weightage/Personal Pay–VDA will be fixed for maximum level for each year and directly linked to individual performance and will be paid as per the percentage of the performance.

(ii) 7 day running for Full Plant–to increase production and to generate more employment, the full plant will run on all 7 days of the week, following a staggered weekly off system for the workmen, whenever required. 8 hours running of department machinery, whenever possible, will be implemented.

(3) If so, to what relief the workmen are entitled?"

3. The demands raised by the Party I are as follows:

Demand No. 1: **Classification and Gradation**

(a) Effective from October 1, 1995 the existing classification of jobs into seven groups (viz. Grade I to VII) shall be reclassified into four grades as per the old practice prior to the Settlement dated November 20, 1991 (viz. Time scale D workmen, Grade C, Grade B and Grade A) as shown in Annexure 'A' hereto.

(b) Effective from October 1, 1995 every Engineering workman should be delinked from the existing piece rate system and should be fitted into a fixed rate system. For purpose of fitment the basic wage rate of the workman as on 30-09-95 should be taken and should be fixed at 30% additional wages above 100% wage of 'A' Grade workmen.

AND

That the Company should pay to every Engineering workmen Rs. 400/- (Rupees Four hundred only) per month as additional basic wage as the nature of job is that of highly skilled workmen and the same should be considered as basic wages for all purposes.

Demand No. 2: **Wage Structure Piece Rate**

Effective from October 1, 1995 basic wages of the workmen reclassified should be revised as under:

Category	Piece rate @ 100% Production		
	From 1-10-95 to 1-9-96	From 1-10-96 to 1-9-97	From 1-10-97 onwards
Grade A	Rs. 75/- shift	Rs. 85/- shift	Rs. 95/- shift
Grade B	Rs. 65/- shift	Rs. 75/- shift	Rs. 85/- shift
Grade C	Rs. 55/- shift	Rs. 65/- shift	Rs. 75/- shift
Grade D	Rs. 45/- shift	Rs. 55/- shift	Rs. 65/- shift

In case any workman is not able to achieve 100% production for any reason beyond workman's control such as power failure, non supply of raw materials in time, machine breakdown, due to any natural calamity, the workman should be paid full wages/salaries. The same should also be paid for weekly off.

Demand No. 3: **Service Increment/Increments**

Effective from January 1, 1995 and every year thereafter the Company should give service increment at fixed rate per month as mentioned here-in-below:

Grades	Year From 1-1-1996 to 31-12-1996	Year From 1-1-1997 to 31-12-1997	Year From 1-1-1998 onwards
A	30 +	40 +	50
B	25 +	35 +	45
C	20 +	30 +	40
D	15 +	25 +	35

Demand No. 4: **Service Benefits**

The Company should give to every permanent workman Service Benefits who are in service as on October 1, 1995 and who have completed as on 30-09-1995 number of years of service as mentioned hereunder:

Length of service (counted from the date of joining the company to 30-9-1995)	Amount payable per month (26th days) Rs.
20 to 21 years	1,150/-
19 to 20 years	1,100/-
18 to 19 years	1,050/-
17 to 18 years	1,000/-
16 to 17 years	950/-
15 to 16 years	900/-
14 to 15 years	850/-
13 to 14 years	800/-
12 to 13 years	750/-
11 to 12 years	700/-
10 to 11 years	650/-
9 to 10 years	600/-
8 to 9 years	550/-
7 to 8 years	500/-
6 to 7 years	450/-
5 to 6 years	400/-
4 to 5 years	350/-
3 to 4 years	300/-
2 to 3 years	250/-
1 to 2 years	200/-
0 to 1 years	150/-

AND

The service benefits should be considered as wages for all purposes.

Demand No. 5: **Dearness Allowance**

Fixed Dearness Allowance

Effective from October, 1, 1995 the Company should give Fixed Dearness Allowance of Rs. 2,510/- (Rupees Two thousand five hundred ten only) per month at the AAICPI point 1000 (1960-100).

AND

The daily rated workmen should be paid Fixed Dearness Allowance at the rate of Rs. 96.50 per day of work.

Demand No. 6: **Variable Dearness Allowance**

Effective from October, 1, 1995 the existing scheme of Variable Dearness Allowance should be revised.

The Variable Dearness Allowance in addition to Fixed Dearness Allowance should be paid to every permanent workmen, Rs. 3,500/- (Rupees Three thousand five hundred only) per month, due to merger of 1000 points AAICPI figure (1960-100) base.

The above mentioned Variable Dearness Allowance should be paid upto AAICPI points 1300 (1960-100) base. In addition to the above for every point rise over and above 1300 points (1960-100) base increase per point rise should be paid as mentioned here-in-below:

Basic salary slab	Rate per point over 1300 points
Up to Rs. 1200/-	Rs. 5.00
Rs. 1201/- to Rs. 1450/-	Rs. 5.25
Rs. 1451/- to Rs. 1700/-	Rs. 5.50
Rs. 1701/- to Rs. 1950/-	Rs. 5.75
Rs. 1951/- to Rs. 2200/-	Rs. 6.00
Rs. 2201/- to Rs. 2450/-	Rs. 6.25
Rs. 2451/- to Rs. 2700/-	Rs. 6.50
Rs. 2701/- to Rs. 3000/-	Rs. 6.75
Rs. 3001/- to Rs. 3300/-	Rs. 7.00
Rs. 3301/- to Rs. 3600/-	Rs. 7.25
Rs. 3601/- to Rs. 3900/-	Rs. 7.50
Rs. 3901/- and above	Rs. 7.75

Demand No. 7: **Provident Fund**

Effective from October, 1995 both the Company's and Employees contribution to the Provident Fund should be 12.5% of the total wages/salaries.

Demand No. 8: **Allowance**

The Company should pay to every permanent workman effective from October 1, 1995 following allowances

AND

The same should be paid along with monthly salaries unless otherwise specified.

(A) **Acting Allowance**.

Any permanent workmen if required to work in any higher post or position he should be paid Acting Allowance equivalent to 35% (thirty five percent) of his own wages/salaries for such day/days he is required to officiate.

(B) **Conveyance allowance**

The Company should pay to every workman Rs. 350/- (Rupees Three hundred fifty only) per month as Conveyance allowance.

(C) **Education allowance**

The Company should pay to every workman Education Allowance of Rs. 250/- (Rupees Two hundred fifty only) per month.

AND

The Company should give annual assistance of Rs. 5000/- (Rupees Five thousand only) in the month of May every year to meet the expenses incurred at the start of the schools/colleges academic year.

(D) **Hill station allowance**

Effective from the year 1995 every workman should be given Hill Station Allowance of Rs. 600/- (Rupees Six hundred only) per annum and the same should be paid along with Leave Travel Allowance and on same terms and conditions.

(E) **House rent allowance**

The Company should pay to every workman either Rs. 250/- (Rupees Two hundred fifty only) per month or 35% of his total monthly wages/ /salaries whichever is higher towards reimbursement of House Rent Allowance.

(F) **Leave Travel Allowance**

(i) The Company should give to every workman with effect from the year 1995, Leave Travel Allowance as under:

Years of service	Amount per annum
For service upto 5 years	Rs. 4,000/- from the year 1995
For service of 5 years and more but less than 10 years	Rs. 5,000/- from the year 1995
For service of 10 years and more but less than 15 years	Rs. 6,000/- from the year 1995
For service of 15 years and more	Rs. 7,000/- from the year 1995

(ii) Leave travel allowance should be paid to every workman as reimbursement towards travelling expenses.

(iii) Leave travel allowance should be paid once in a year only to such of the workmen who proceed on privilege leave of atleast 5 days.

(iv) Leave travel allowance should be allowed accumulation for two years.

(v) For purpose of computing years of service, date of joining should be taken.

(vi) Leave travel allowance should be given 10 days before employee proceeding on privilege leave.

(G) **Holiday Home Hire Allowance**

Effective from the year 1995, every workman should be given Rs. 600/- (Rupees Six hundred only) every year towards Holiday Home Hire Allowance and should be paid along with leave travel allowance and on same terms and conditions.

(H) **Lunch allowance**

Any workman who is required to go out on the Company's work and cannot return during the normal lunch time, should be paid Rs. 40/- (Rupees forty only) for that day as lunch allowance.

(I) **Newspaper Purchase Allowance**

Every workman should be given Newspaper Purchase allowance of Rs. 100/- (Rupees One hundred only) per month.

(J) **Social security allowance**

Every workman should be given Social Security Allowance of Rs. 100/- (Rupees One hundred only) per month.

(K) **Petrol and maintenance allowance**

The Company should pay to every workman having motorcycle/Scooter/Moped petrol allowance of Rs. 1,200/- (Rupees one thousand two hundred only) per month effective from October 1, 1995.

(L) **Entertainment Allowance**

The Company should give to every workman Entertainment allowance on the following basis as under:

Basic wages/salary	Entertainment allowance (Rs. per month)
Upto Rs. 1,200/-	Rs. 300/-
Rs. 1201/- to Rs. 1800/-	Rs. 400/-
Rs. 1801/- to Rs. 2400/-	Rs. 600/-
Rs. 2401/- to Rs. 3000/-	Rs. 700/-
Rs. 3001/- to Rs. 3600/-	Rs. 800/-
Rs. 3601/- and above	Rs. 900/-

(M) **House Maintenance Allowance**

The Company should pay an amount of Rs. 7,000/- (Rupees Seven thousand only) or an amount equivalent to two-thirds total salary of a workman computed on basis of Basic salary, Dearness allowance, Fixed Dearness allowance and H.R.A. for the month of April, every year and whichever is higher subject to maximum amount of House Maintenance of Rs. 7,000/- (Rupees Seven thousand only) should be paid to workmen with service of 5 years and more as on December 31, 1995 or on 31st December in any year hereinafter.

(N) **Monsoon Allowance**

The Company should pay to every workmen Rs. 1,000/- (Rupees One thousand only) per annum to be paid in the month of May every year for purchase of monsoon shoes, gumboots, raincoat, umbrella, etc. for himself and his family.

(O) **Shift Working Allowance**

An employee who is required to work in General/ /First shift should be paid 10% of Basic+D.A.+ H.R.A. per shift, for second shift 15% of Basic+D.A. + H.R.A. per shift and 20% of Basic + D.A. + H.R.A. per shift for third shift working.

(P) **Washing allowance**

The Company should pay to every workman washing allowance of Rs. 200/- (Rupees Two hundred only) per month.

(Q) **Weekly off/paid holiday working allowance**

For working on a weekly off day or on a paid holiday, the Company should pay weekly off/paid holidays working allowance on the following basis.

For weekly off day working	: 3 days wages/salaries, if no substitute off is given or 2 days wages/ /salaries if substitute off is given.
For paid holidays	: 4 days wage/salaries.

(R) **Picnic Allowance**

Effective from year 1995 the Company should pay to every workman picnic allowance of Rs. 1,500/- (Rupees One thousand five hundred only) per annum.

(S) **Milk allowance**

The Company should pay to every workman milk allowance of Rs. 15/- (Rupees Fifteen only) per day of work.

(T) **Hazard allowance**

The Company should pay to every workman hazard allowance of Rs. 100/- (Rupees One hundred only) per month.

(U) **Factory allowance**

The Company should pay all permanent workmen working in the factory, Factory allowance of Rs. 200/- (Rupees Two hundred only) per month.

(V) **Special allowance**

The Company should pay all confirmed workmen working in the following departments a special allowance per shift as per table given below:

Department	Amount
Banner (oil)	Rs. 30/-
Banbury	"
Dip Sol Preparation (Polymer lab)	"
Mech. Engg. (Banbury)	"
MRC Lab	"
Mech. Engg. PREP I	"
Chemical Compounding	"
R. M. Stores	"
Cement house	"
T.C.D. (Radiation allowance)	"
Utility	Rs. 20/-
Planning	"
Tyre building	Rs. 30/-
Boiler house Mech	Rs. 25/-
Tyre curing	"
Post inflation	Rs. 30/-
Mech. Engg. Curing	"
Bladder fixing	"
Bladder curing	"
Tyre trimming	"
Tyre repair/repair	"
All Millmen and Banbury main operator	"
Flap curing	"
Tread rubber	"
Band building	"

Welders, Electricians, machine shop mechanics should be paid allowance of the department they work in or attend to breakdown, electrical, instrumentation workmen, welders, mobile mechanics, machine shop mechanics, engineering helpers, sweepers, working part of the shift in Banbury or Tyre curing departments will also be eligible for special allowance as per notification in work sheets at the following rates.

Electrical/Instrumentation/ machine shop mechanics including mobile mechanics	… Rs. 30/- per shift
Engineering helpers, welders, sweepers	… Rs. 20/- per shift

(W) **Weight lifting allowance**

The Company shall pay all Curing Operators Weight Lifting allowance of Rs. 10/- (Rupees Ten only) per shift.

AND

The load should not be more than 50 kgs.

Demand No. 9: **Staggering Allowance**

Effective from October, 1, 1995 the workmen who are required to work on a staggering weekly off should be paid staggering allowance of Rs. 250/- (Rupees Two hundred fifty only) per month.

Demand No. 10: **Bonus**

The Company should pay bonus to every workman for the year 1995, 1996, 1997 and 1998 at the rate of 25% of the gross wages/salaries without any ceiling.

Demand No. 11: **Christmas/Ganesh Chaturti/Id-ul-fitr Festival Allowance**

The Company should pay to every workman Christmas/Ganesh Chaturthi/Id-Ul-Fitr festival allowance of Rs. 1,000/- (Rupees One thousand only) to be paid ten days before Christmas/Ganesh Chaturthi/Id-Ul-Fitr festival.

AND

The Company should give festival advance of Rs. 3,000/- (Rupees Three thousand only) to all permanent workmen to be recovered in 12 monthly installments interest free.

Demand No. 12: **Funeral Expenses**

The Company should give to every workman funeral expenses of Rs. 2000/- (Rupees Two thousand only) incurred by him at the time of death of his parents/his wife/husband/child.

Demand No. 13: **Tubectomy/Vasectomy Allowance**

In case any female/male workman should get herself/himself operated for Tubectomy/Vasectomy after birth of first/second child, she/he should be given one month's additional salary and 15 days special leave.

Demand No. 14: **Gratuity**

The present gratuity scheme for the workmen should be revised and the revised scheme should be as here-in-under:

(A)	In case of death or permanent disability (mental or physical or both)	Three months total wages/salaries per each year of service or part thereof in excess of six months.
(B)	In case of retirement from the Company on attaining age of superannuation, resignation or termination from the Company after 15 years of service	Forty-five days total salaries/wages for each year of completed year of service or part thereof in excess of six months.

(C) In all other eventualities the gratuity should be paid as per Payment of Gratuity Act.

(D) Gratuity should be calculated and paid on total wage/salaries drawn by the workmen on the eve of his separation from the Company.

(E) For purpose of calculating and paying gratuity following formulae should be adopted by the Company in all eventualities.

$$\frac{\text{Wages/salaries for 30 days}}{22} = \text{Wages/salaries of one day for purpose of calculating and paying gratuity.}$$

(F) Gratuity should be paid without any ceiling.

Demand No. 15: **Long Service Award**

Effective from January 1, 1995 Long Service Award should be as here-in-under:

On completion of 10 years of service with the Company	... 100 gms. of silver plus Rs. 1,000/-.
On completion of 15 years of service with the Company	... 200 gms. of silver plus Rs. 2,000/-.
On completion of 20 years of service with the Company	... 300 gms. of silver plus Rs. 3,000/-.
On completion of 25 years of service with the Company	... 500 gms. of silver plus Rs. 5,000/-.

Demand No. 16: **Superannuation Scheme**

Effective from the year 1995, the Company should incorporate Life Insurance Corporation Superannuation Scheme by depositing two total wages/salaries per annum per workman every year to the Superannuation Scheme.

Demand No. 17: **Insurance**

Effective from the year 1995, the Company should cover every workman in the Group Insurance Scheme for Rs. 5.00 lakhs.

Demand No. 18: **Employment of Employee's Sons & Daughters**

In case the company wants to recruit fresh hands for filling up vacancies caused in permanent posts or new posts are created the company should give preference in employment to workmens' sons and daughters provided they are vocationally fit for the job. In furtherance to this object, the Company should maintain for purpose of recruitment in future a list showing therein names of workmen's sons and daughters in order of seniority of their father's service in the Company for purpose of recruitment in future.

Demand No. 19: **Attendence bonus**

Any workman attending work on all working days in a month should be eligible to receive from the Company along with his monthly wages/ /salaries three days wages/salaries, days on which the workman is on privilege leave and/or casual leave of two days duly sanctioned should be treated as days of attendance for payment of attendance bonus. However, in case a workman remains absent on account of casual leave of more than three days and/or sick leave in any month including sickness benefit under the E.S.I. Scheme, he should not be eligible to receive from the Company attendance bonus for that month. In case the workman has earned attendance bonus for first eleven or twelve months in any year, the additional attendance bonus should be paid on following basis:

For earning attendance bonus for 12 months ... premium of 11 days.

For earning attendance bonus for 11 months ... premium of 9 days.

The premium should be paid over and above normal attendance bonus.

AND

The same should be paid to him alongwith monthly wages/salaries of January of following year.

Demand No. 20: **Relief in case of death and Disability**

In case any workman dies during the course of his employment while at work or otherwise except in case when death is on account of habitual drinking or in case of any workman becomes physically or mentally incapacitated for any reason/ reasons except on account of excessive drinks during the course of his employment and cannot therefore continue himself in employment his legal heir/heirs shall in addition to all legal dues be entitled to receive from the Company and the workmen of the Plant to which the deceased or disabled belongs Rs. 100/- (Rupees One hundred only).

AND

Everyone of the workmen of the Plant on the muster roll of the Company should be required to contribute at above rate.

And Further

That in case of death there should be no stoppage of work in any manner by any workman/ /workmen on account of demise of any workman. However, all workmen of the Company including managerial and technical staff should observe two minutes silence at the place of work before closing hours.

Demand No. 21: **Medical Benefits**

The Company should pay effective from October 1, 1995 every permanent workman for himself and his family members for domiciliary treatment on production of necessary bills upto Rs. 6,000/- (Rupees Six thousand only) per annum.

Demand No. 22: **Hospitalisation allowance**

(i) During the course of employment if any workman or his family member is hospitalized the Company should directly reimburse hospital expenses to the maximum amount of Rs. 50,000/- (Rupees Fifty thousand only) provided such a workman has put in service of atleast three years and more as on December 31, 1995 or on December 31 of any subsequent year. However, under special and extraordinary circumstances the condition regarding three years of service may be waived in concurrence with the Union.

AND

The total reimbursement of hospitalization expenses during full service of any workman should be to the extent of Rs. 1.00 lakh (Rupees One lakh only).

(ii) The family referred to under (i) here-in-above should mean and include spouse, dependent children and dependent parents and no other person.

(iii) The reimbursement of expenses referred to under (i) should be for surgery, hospital charges and expenses for other treatment during period of hospitalization.

(iv) During the period of hospitalization of workman himself the Company should pay him 100% wages.

Demand No. 23: **Canteen meal subsidy**

(a) The Company should provide to every workmen working in shifts free tea/coffee, snacks and milk/juice twice in a shift.

(b) The workman's contribution to one meal should be 10% of the total cost of meal (excluding overheads, labour charges, etc.) and the Company's contribution should be 90%.

(c) Such of the workman who do not avail of 3rd shift subsidized meal should be paid Rs. 35/- per shift.

(d) Canteen facility should be only for the employees and no outsider other than the employees should be permitted to use the canteen.

(e) Menu for the food should be done in joint consultation with the Unions representative and there should be review every three months.

Breakfast Subsidy

The Company should pay to every workman working in 1st shift breakfast subsidy of Rs. 15/- per day of work.

Demand No. 24: **Vehicle and Furniture Loan**

Effective from the year 1995 Company should provide loan for purchase of vehicle and furniture to Rs. 30,000/- (Rupees Thirty thousand only) at 4% interest to be repaid in 48 monthly installments.

Demand No. 25: **Housing loan**

Effective from the year 1995 the Company should give to permanent workmen housing loan upto 3.00 lakhs (Rupees Three lakhs only) or 100 months total salary whichever is higher at 4% interest to be deducted in the monthly installments, for purchase of flat and house repairs.

Demand No. 26: **Car loan**

Effective from the year 1995 the Company should give to every permanent workman who has put in service of 5 years and more car loan of Rs. One lakh at 4% interest and to be deducted in 120 equal installments.

Demand No. 27: **Retirement Benefit**

The existing system of Retirement Benefit with Life Insurance Corporation of India should continue with modification in monthly contribution from the Company and the workmen.

Year of confirmed service	Percentage of wages/salaries	
	Company	Workmen
Upto 5 years of Service	1.5%	1%
For service of 5 years and more but less than 10 years	2%	1.5%
For service of 10 years and more but less than 15 years	2.5%	2%
For service of 15 years and more	3%	2%

Demand No. 28: **Leave**

The following provisions for leave should become effective from the year 1995.

(A) **Accident Leave**

Employees covered under the State Insurance Scheme if meets with an accident during the course of his employment and while in employment he should give accident leave on full wages/ /salaries for a maximum period of six months. However, such workmen if already covered or subsequently covered under E.S.I. Scheme should be entitled to get benefits of accident leave on full wages/salaries minus whatever is payable by the E.S.I. to such workman.

(B) **Casual Leave**

Every workman should be given 15 days casual leave in a year with a right to encash full or balance of the leave at the end of the year. However, in case anyone of the workmen does not avail of anyone day's casual leave in a year, such a workman should be eligible to receive premium of ten days additional wages/salaries over and above payment for unused full casual leave.

(C) **Sick Leave**

(i) Every workmen covered under the Employees State Insurance Scheme should be given 15 days (fifteen days) sick leave on full wages/salaries each year with a right to encash either full or balance of it at the end of the year.

(ii) Every workman covered under the Employees State Insurance Scheme or who shall not be covered under the said scheme hereafter should be given 21 (twenty one) days sick leave in a year. Leave should be allowed accumulation for 90 days.

AND

Sick leave standing to the credit of the workmen should be encashable at the time of retirement/ termination/resignation from the service.

(D) **Privilege Leave**

The Company should give to every permanent workman who has completed eleven months of service 35 days privilege leave per year of service with a right to accumulate the same for a period of 180 days.

AND

The workman should be allowed to encash leave to the extent of 75% of leave standing to his credit provided he proceeds on minimum 5 days privilege leave at the time of encashment.

AND

All public holidays, weekly offs should be excluded from privilege leave.

AND

The workman should be allowed to take privilege leave five times in a year.

(E) **Paternity Leave**

Every workman should be given paternity leave of six days on full wages/salaries twice in his service at the time of his wife's delivery provided that he takes the same within fifteen days of the child's birth.

(F) **Special Leave for Unforseen Circumstances**

Every workman should be given six days special leave on full wages/salaries on occasion of death of father, mother or wife/husband or a child, twice during his service.

(G) **Honeymoon Leave**

Every workman should be given once in his service honeymoon leave of fifteen days on full pay at the time of his first legal marriage.

(H) **Service Leave**

All confirmed workmen should be given service leave of two days per year of service and the same should be merged with casual leave.

(I) **Special Leave For Natural Calamities, Bandh, Etc.**

Special leave should be given for bandhs and civil commotions.

(J) It is demanded that if the Central Government or State Government declares any National Holiday or under the Negotiable Instrument Act or any Industrial holiday, the same to be made applicable to MRF employees.

Demand No. 29: **Paid Holidays**

The workmen should be given 18 days paid holidays in a year.

AND

The holidays should be fixed by the Company in consultation with the Union Committee members.

Demand No. 30: **Transport**

Company should extend bus service in all three shifts on the following routes:

Sanvordem, Cortalim, Chandor and Bicholim.
Sanvordem bus to be extended upto Sanguem.

AND

Chandor bus to be extended upto Tilamol.
Mapusa bus route to be extended upto Siolim.

Bus service to be introduced on the following new routes.
Valpoi, Cumbarjua, Usgao to Ganjem

Demand No. 31: **Marriage Gift**

A workman with service of 5 years and more in the Company of December 31, 1995 or on December 31 of any subsequent year should be eligible to receive from the Company a gift of Rs. 7000/- (Rupees Seven thousand only) at the time of his own marriage or marriage of his son/daughter.

AND

The said cash gift should be given only twice in the Company's service.

Demand No. 32: **Overtime**

Any workman required to work on paid holidays should be paid overtime at the rate of two times the wages and compensatory off. Any workman required to work for a full day on a paid holiday which falls on his first weekly off as per his duty roaster should be paid double the wages for the hours worked plus additional wages for 16 hours being a paid holiday for the Company, in all 32 hours wages/salaries should be paid.

Demand No. 33: **Promotion policy and up-gradation**

The Company should follow the policy of internal promotion up-gradation on basis of seniority-cum-merits in consultation with the Union as and when vacancies are caused or new vacancies are created.

Demand No. 34: **Working hours**

The working hours of permanent workmen should be revised as given here-in-below:

1st shift at 8.00 hours to 16.00 hours
Bus arrival at 7.45 hrs. Bus departure at 16.20 hrs.

IInd shift 16.00 hrs. to 00.00 hrs.
Bus arrival at 15.45 hrs. Bus departure at 00.20 hrs.

IIIrd shift 00.00 hrs. to 8.00 hrs.
Bus arrival at 23.45 hrs. Bus departure at 08.20 hrs.

The above shift timings include break for lunch/ dinner/breakfast/two sessions of tea/rest interval and time for washing.

AND

The working hours of all permanent workmen should be reduced to forty hours per week.

AND FURTHER

All permanent workmen should be given two days off in a week.

Demand No. 35: **Permanency**

Workmen who have worked 120 days in aggregate in any one of the years 1993, 1994 and 1995 should be made permanent with effect from the date on which they have completed the required period of 120 days and further they should be given compensation for the loss caused to them by the Company's act of keeping them temporary.

Demand No. 36: **Accident on duty**

i) In case of any kind of accident or injury caused to the workmen in any grade in the factory during duty hours such as sprains, muscle pull, blunt injuries, he should be given 100% wages/salaries for the month.

ii) In case a workman meets with an accident while performing their duty, he should be given special leave for duration of treatment and the Company should pay full cost for such a treatment.

AND

In case of proper medical facilities are not available in the State of Goa, medical treatment at hospital outside the State should be given and full reimbursement of expenses of the workmen should be given and the Company should also pay for transportation of the workman and his family members accompanying him.

iii) The company should provide well equipped ambulance in the factory for emergency, preferably "TATA TRAVELLER"

iv) In case of accident on duty workman's family members should be informed immediately and transport facilities should be provided to bring them to the hospital or to the factory.

v) In case of minor accidents when a workman is under discomfort, transport should be provided to reach him home.

vi) Light job should be provided when advised by the Doctor and he should continue to get his normal wages/salaries.

vii) In case of permanent disability and workmen is not able to carry out his normal duties he should be given such job in the factory where he can work.

AND

The company should continue to pay him his normal wages/ salaries.

Demand No. 37: **Accident Outside Factory Premises**

In case a workman meets with an accident while not on duty outside the factory premises he should be given 100% wages for such time he is fully recovered to resume duty, in any case not exceeding six months and the Company should reimburse full medical expenses.

Demand No. 38: **Safety/protective wear**

a) Effective from the year 1995, confirmed workmen other than to whom safety shoes are not provided should be given a sum of Rs. 500/- (Rupees Five hundred only) towards payment of safety shoes to be paid in the month of June every year.

RAINWEAR:

Every confirmed workman should be given Rs. 250/- every year towards purchase of umbrella in the month of May.

AND

Workmen mentioned below will be eligible for the above umbrella subsidy once in two years only. Every alternate year they should be issued with a raincoat and a pair of gumboots i.e. one year they should get Rs. 250/- as umbrella subsidy and the next year they should be issued with a raincoat and a pair of gumboots.

1) Power house
2) Stores workmen
3) Cement house operator
4) Watchman/Drivers
5) Scrap removal man
6) Engineering helper
7) General Utility workmen
8) Electricians
9) Prop I Mechanics
10) Diesel Mechanics
11) Banbury Mechanics and Helpers

Demand No. 39: **Sweaters**

The Company should pay to every permanent workmen Rs. 500/- (Rupees Five hundred only) towards purchase of sweater every year.

Demand No. 40: **Uniforms**

Effective from the year 1996 the existing system of providing uniforms should continue with modifications as mentioned here-in-below:

i) Banbury/lab should be provided with two extra sets of uniforms.
ii) Tyre building/curing should be provided with two extra pants
iii) Band building/banner should be provided with two extra shirts.
iv) Every permanent workman should be provided with 4 pairs of socks.

Demand No. 41: **Soap/towels**

A) Effective from the year 1996 the existing practice to give Lifebuoy soap of 150 gms. should be stopped and the Company instead should give Lifebuoy Gold 150 gms. Working in Banbury part of the shift will be considered as one shift. In addition to the above, workmen in Dip. Unit/Prop.I mechanics should be given two extra soaps per month and to all the other workmen one extra soap should be given over and above the existing practice.

B) Towels

Effective from the year 1996 the rate of giving towels to the workmen should be increased to Rs. 350/- (Rupees Three hundred fifty only) per year. For subsequent year 1997 and 1998 the rate should be increased by Rs. 30/- every year.

Demand No. 42: **Two Wheeler Tyre Tubes**

Effective from the year 1995 every workman should be given free of cost one set of tyres and tubes for two wheelers and one set on subsidized rate on seniority as mentioned here-in-below:

Years of service	Subsidy
Upto 5 years of service	25%
For 5 years to 10 years of service	35%
For 10 years to 15 years of service	50%
For 15 years of service and above	75%

The above should be given only once during settlement period.

Demand No. 43: **Subsidy towards credit Co-op. society loan**

Effective from the year 1996 the Company should give interest free loans to be repaid in 48 equal monthly installments. The loan is to be given as per the Rules and Bye-laws of MRF Employees Credit Co-op. Society.

Length of confirmed service as on 30.9.1995	Interest free loan Amount (Rs.)
Upto 5 years of service	10,000/-
5 years to 10 years of service	15,000/-
10 years to 15 years of service	25,000/-
15 years and above	35,000/-

Demand No. 44: **Welfare Fund**

Effective from the year 1996, every permanent workman should be given the benefit of Welfare Fund. Every workman should contribute Rs. 3/- per month and the Company should contribute Rs. 10/- per workman.

Demand No. 45: **Thrift Scheme**

The existing practice of Thrift Scheme to continue with modifications in the rate of workmen/ management contribution.

Workman contribution — Rs. 100/-
Management contribution — Rs. 60/-
All confirmed workmen as of 01-10-1995 will be covered by the Scheme.

Demand No. 46: **Double Building**

The existing practice of double building in Tyre building department should be abolished effective from 1.1.1996 as the existing practice is dangerous to workman's life.

Demand No. 47: **Union Office**

The Company should provide a well furnished Union office within factory premises.

Demand No. 48: **Continuous Running Departments**

Effective from 1-10-1995 workmen who are required to work during lunch break/dinner/ breakfast should be given allowance of Rs. 300/- (Rupees Three hundred only) per month.

AND

The same should be considered for wages/ salaries for all purposes.

Demand No. 49: **Job specifications**

Effective from the year 1996 and every year thereafter the Company should do job specification with the Union representatives in the month of December every year along with Classification and Gradation.

Demand No. 50: **General**

In case of any changes in operation are required from the workmen as a result of new technological changes, new processes, innovations, installations of new machinery, the increase in production due to them, additional production benefit should be given to the workmen after discussing the norms with elected representative of the Union within a period of three months, failing which both the parties should resolve the same by resorting to legal machinery provided under the law.

AND

Till such time the dispute is settled, the Company should not make any changes in the existing day-to-day working of the workmen.

Demand No. 51:

In order to pave the way for an amicable and long terms settlement and that good relations and peace, harmony and tranquility is maintained prior to negotiations on the Charter of demands, the Union demands that all suspensions of Union members be withdrawn.

Demand No. 52: **Period of settlement**

The period of settlement should be for three years effective from October 1, 1995 to 30th September, 1998.

4. The points/issues proposed by the management of MRF Ltd., Goa dated 7.2.1996 at Exh. 252 includes at clause 5 - FDA/VDA-Part of present FDA + VDA to be merged with service weightage/Personal Pay–VDA will be fixed for maximum level for each year and directly linked to the individual's performance and will be paid as a percentage of the performance and at clause

14-7 Day Running for full Plant-To increase productivity and generate more employment, the full Plant will run on all 7 days of the week following a staggered weekly off system for the workman whenever required. 8 hours running of department machinery possible will be implemented.

5. Upon receipt of the reference, it was registered as IT/33/97 and registered AD notices were issued to both the parties. Pursuant to service of notices, Party I filed the Claim Statement at Exh. 4 and Party II(1) filed the Written statement at Exh. 8 and Party II(2) filed the Written statement at Exh. 44. Party I then filed the Rejoinder at Exh. 10.

6. In short, the case of Party I is that it is an Union functioning within the establishment of M/s. MRF Limited, Goa and represents practically all the employees of the M/s. MRF Ltd., Goa. It is also a sole collective bargaining agent on behalf of the said workmen. M/s. MRF Limited is a Company incorporated under Indian Companies Act, 1956. The present dispute is in respect of workmen employed in its factory at Usgao, Ponda, Goa. The Company is engaged, inter-alia, in the business of manufacture of tyres for all types of automobiles. The Company is one of the pioneers in this field and enjoys exquisite reputation in the said line of business. The Company has several factories and branches all over India and employs a very large workforce. The Company has been making huge profits. The Company employs approximately 950 permanent workmen, about 350 purported trainees and nearly 300 odd contract labour. The Company never had a fixed production norms/schedule for the production of tyres and the officials of the Company change the schedule as per their whims and fancies.

7. It is also the case of Party I that ever since the formation of the Union; the Company has been attempting to disrupt unity of the workmen. Of late, however, there has been a large scale harassment and victimization of the Union office bearers and its other members due to their legitimate trade union activities. The harassment includes, inter-alia, illegal changes in service conditions, unjustified and unwarranted suspensions, charge sheets on false and fabricated charges of misconduct, refusal to negotiate in good faith and imposition of unfair labour practices in the guise of following management policy, illegal termination after conducting sham and stage managed enquiries with the help of professional enquiry officers, illegal and unjustified demotions by way of punishment, reduction in grades, illegal and unjustified deductions in salaries, etc. There are various instances of illegal termination being resorted to by the Company on flimsy, false and fabricated grounds. The said enquiry officers had conducted the enquiries in an arbitrary manner and in a blatant violation of principles of natural justice.

8. It is also claimed that the last settlement between the Union and the Company was entered in or about 1991 and the same expired on 30.09.1995. The Union, thereafter served the termination notice as per the provisions of Industrial Disputes Act, 1947, by its letter dated 29.07.1995 wherein it had stated that the aforesaid settlement was expiring on 30.09.1995 and the Union expressed its desire to raise a fresh Charter of demands on the expiry of the said settlement and that set of demands incorporating revision in existing service conditions was given to the Company by the Union under the cover of its letter dated 15.02.1996. The Union, through its aforesaid letter called upon the Company to come for negotiation in order to settle the issue of Charter of demands submitted by the Union on behalf of the workmen.

9. The Company had also submitted its demand by letter dated 7-2-1996 stating therein that it was agreeable to discuss the Charter of demands submitted on behalf of the workmen provided the Union agreed to discuss the demands of the Company also during discussions. The Union, in order to facilitate smooth discussions and to create cordial atmosphere for the discussions, agreed to do so. Consequently, the first round of talks was held on 23.5.1996 and the final rounds of talks were held on 13.8.1996. However, as expected, no concrete results could be obtained from the seven meetings held during the period mentioned here-in-above. The management had no intention of the settling the demands of the workmen and therefore the farce of negotiations were created by the management just to bid time. All throughout the meetings held, the management never discussed the real issue pending before it, i.e. Charter of demands submitted by the workmen and after seeing the adamant attitude and the dilatory tactics being adopted by the Company, the Union decided to approach the Labour Commissioner by raising the industrial dispute and in furtherance thereto, the Union submitted its set of demands along with the Justification statement to the Commissioner of Labour under cover of its letter dated 29.8.1996 and requested the Commissioner to admit the said demands in the conciliation.

10. It is further claimed that thereafter the joint discussions were held before the Assistant Commissioner of Labour on 14.10.1996, 24.10.1996 and 28.10.1996. All throughout the conciliation proceedings, the management adopted an adamant stand to the reasonable and justified demands of the workmen and refused to accept the said demands as such, the meetings before the Assistant Labour Commissioner ended in failure on 28.10.1996 and the said Assistant Commissioner of Labour forwarded the failure report to the State Government. The existing conditions of service are mostly fixed by the settlement dated 1.10.1991. The said settlement was reached between the company and the Goa MRF Employees Union. The said settlement gave to the workmen small economic benefits in wages and allowances. The Union by its present Charter of demands wants to have radical changes in existing conditions of service commensurate with sound financial position of the Company. The conditions of service have remained unchanged for the past 2 years ever since the settlement expired even though there has been a drastic rise in the inflation rate and the prices of all the essential commodities have sky-rocketed making it impossible for the workmen to make both ends meet. The workmen are living in a very poor condition and above that the company keeps on devising new means of depriving them of their rightful share and new tactics for causing harassment to them.

11. It is also claimed by Party I that the Company has authorised capital of 10,00,000 equity shares of Rs. 100/- each and its reserve and surplus position as on 31st March, 1996 show the amount of Rs. 202,65,48 as against Rs. 1,60,39,54 as on 31st March, 1995. The Reserve and Surplus consists of Debenture Redemption Reserve of Rs. 20,64,39 Investment Allowance Reserve of Rs. 1,30,99 and General Reserve of Rs. 171,28,40. Its income in 1993 was Rs. 1010.52 crores; in 1994, Rs. 1139.71 crores; in 1995, Rs 1564.52 crores and in 1996, Rs. 2029.21 crores and in view of huge profits made by the company in the last four years and in view of the facts that the company made large profits from its inception and in view of the fact that its profits in future would be much larger keeping in view the present market scenario in respect of automobiles, its profits are expected to rise further as the advent of foreign automobile giants in the Indian market continues unhindered, and also in view of the facts that the Company has succeeded in having huge reserves as surplus at the end of the financial year 1995-96, the company's financial position can be said to be excellent and can easily bear financial burden that may be imposed upon the company in case the demands referred to this Hon'ble Tribunal are conceded. Hence, the reference.

12. In the Written statement, Party II(1) claimed that there exists another Union which has its membership a large segment of the work force employed with the company and that the said Union has been representing the interest of the workmen employed by the company and the said company and the said Union in fact have entered into various settlements dealing with the condition of service of the workmen employed by the company at their factory. The settlement was arrived at with the said Union in the respect of its Charter of demands and that the said settlement was arrived at on 4.3.1997 and in the course of and as a part of the settlement, it was also agreed that in respect of those demands in relation to which no understanding could be arrived at, the said demands shall be jointly referred to the adjudication of the Industrial Tribunal and that apart from the above settlement, settlements dated 9.9.97 and 14.10.97 were arrived at with the said Union with respect to conditions of service of the workmen.

13. The Party II(1) further claimed that Goa MRF Employee's Union came into existence in year 1987 and the Party II(1) has time and again arrived at major as well as minor settlements with the said Union and that the last settlement which has been a major settlement dealing with the Charter of demands was on 20.11.1991 and the said settlement was in operation till 30.9.1995 till it was terminated by the said Union. The Party II(1) always treated their workmen with respect and dignity by offering pay packet and revision of other condition of service that the workmen are no way prejudiced in maintaining a good standard of living and that this desire of the Party II(1) and their practical and pragmatic approach is reflected in the various settlements that have been arrived at with the workmen represented by their Union. The Party II(1) vide their letter dated 7.2.1996 handed over to the Party I a list of points/issues proposed by the management of MRF Ltd., Goa to be taken up/ discussed and finalized along with the negotiations on the forthcoming Charter of demands of the workmen and that the management proposed to settle all the issues detailed in the above letter along with the Charter of demands of the workmen in good faith and to maintain the harmonious relations between the two parties.

14. The Party II(1) also claimed that in order to create an atmosphere congenial for fruitful discussions on the Charter of demands arranged for the meetings and the first meeting took place on 23.5.1996 where the modalities for the discussions on the charter were worked out; that subsequently meetings between the two parties were held on 1.6.1996, 8.6.1996, 29.6.1996, 24.7.1996, 31.7.1996, 5.8.1996, 7.8.1996 and 13.8.1996; that the Union refused to come to the negotiation table and arrive at a fair settlement; that the Union refused to even reconsider their demands which worked out to about a whopping of Rs. 42,000/- per workmen per month on a weighted average as additional liability for the company to each workmen; that the Party I had no intention of arriving at a negotiated and a fair settlement and instead of coming to the negotiating table opted to raise the issues before the Assistant Labour Commissioner who called for discussions on 29.8.1996, 7.10.1996, 14.10.1996, 24.10.1996 and 28.10.1996 and that inspite of the efforts made by the Assistant Labour Commissioner, the Union refused to reconsider their demands for the weighted average increase of Rs. 42,000/- per month per employee and under the above circumstances, the Assistant Labour Commissioner had no option but to close the discussions.

15. It is also claimed that the workmen are paid on their performance on the job as classified by the Industrial Engineering Department of the factory and that no workman is classified into grades according to their pay and that there is no such thing as basic pay as the workmen are paid by the piece rate system and are paid the piece rate applicable to the job done by the individual workmen and that any increase in wage structure can be considered in the light of a total increase in the wage packet and to the total increase in liability of the company that may be incurred when such wage increase is granted and that payment of wages/salary if any for weekly off or loss in production due to power failure, or supply of raw material, machine breakdown, natural calamity, etc. are covered by various legislations like Factories Act, Payment of Wages Act and settlements and that no further revision is called for as the compensation given to the workmen in the event of such unforeseen circumstance is far more than the legal submissions and need not be dealt with in this reference.

16. The wages paid to its workmen takes care of any increase in the consumer price index number and any rise in the prices of commodities and that total wages paid to workmen are much higher than what is paid to the workmen as compared to other industrial units in the region. There is absolutely no justification for the revision of wages as the workmen are earning much higher wage than those prevailing in the region; that dearness allowance and other monthly allowances are paid in accordance with the settlements arrived at between the management and the Union and that they are appreciably high; that the annual increments are paid according to the settlements arrived at each negotiation between the Union and the management and they form a part of the total wage packet which is arrived at a negotiated settlement; that the delay in arriving at a negotiated settlement lies purely on the Union for adopting an adamant attitude and refusal to negotiate in good faith; that neutralization has taken care of by the fixed dearness allowance and variable dearness allowance paid to the workmen and hence, no further revision is called for.

17. The rise in Consumer Price Index has been taken care of by neutralization of the fixed dearness allowance and variable dearness allowance paid to the workmen which is at a very high rate and that in wage increase, it is a total wage package and the total liability impact on the company that should be considered when arriving at a wage revision if any; that the profits of the company are comparatively low when compared to its total turnover; that in the present industrial scenario, and given industrial policy and decline of the automobile industry and entry of multinational tyre companies, the future of the company cannot be guaranteed nor can profits be ensured as alleged. There has been a substantial revision of Fixed Dearness Allowance and Variable Dearness Allowance with effect from 1.10.1991, and while revising consumer price index, the necessary facts have been considered. There has been no material change for revising or altering the existing arrangement. The demands raised by Party I are not fair and proper as the existing wages and other terms and conditions of service are reasonable, fair and adequate.

18. The Party II(1) by way of amendment also claimed that the management has signed the settlement dated 14.4.2001, 27.11.2006 and 6.4.2011 which have been accepted by majority of the workmen and arrived at in a conciliation. The settlement dated 14.4.2001 has been accepted by 468 workmen of the total of 892 workmen in employment and hence binding in view of Section 18(3) of the Industrial Disputes Act and therefore all the workers of Party II(1) are bound by the terms of the settlements. The Settlement dated 14.4.2001

and other settlements cover all the demands of the Party I which are subject matter of the present Charter of demands under adjudication and therefore the said settlements are fair, legal and proper and binding on rest of the workmen and therefore award may be passed in terms of the said settlements.

19. The Party II(2) in its written statement has stated that vide their letter dated 29.7.1995 terminated the settlement dated 20.11.1991 and submitted a Charter of demands dated 15.2.1996 through its General Secretary. The subject matter of Charter of demands was thereafter raised by the Union before the Conciliation Officer and the conciliation deemed failed and the matter was referred to Industrial Tribunal. The GMU signed its settlement from 1.10.1987 to 30.9.1991 based on past practices followed in previous settlements. It is also claimed that in Aug. 1996, a section of the workforce unhappy with the functioning of GMEU organized themselves into a new Union named GMU and submitted a Charter of demands dated 11.9.1996 which finally culminated into a settlement under Section 2(p) read with Section 18(1) of Industrial Disputes Act which was signed by GMU and the said settlement was operative from 1.10.1995 to 30.09.1998 and from 1.10.1998 to 30.09.2002 and the benefits of the said settlement were open to be extended to all the workmen irrespective of affiliation to the Union subject to specified terms and the same were accepted by the majority of workmen. Thereafter, the Co-ordination committee executed other settlements dated 13.11.2002, 27.11.2006 and 6.4.2011 covering all the demands which are subject matter of the present Charter of demands under adjudication and therefore no dispute award may be passed.

20. In the rejoinder, the Party I denied the case put forth by Party II(1) in written statement at Exh. 10. The Party I also filed a rejoinder to the written statement of Party II(2) at Exh. 47 denying its case.

21. Issues framed at Exh. 12 are as follows:

1) Whether the Party I proves that the demands served on the Party II are legal and justified?

2) Whether the Party I proves that the demands are liable to be allowed w.e.f. 1.10.95?

3) Whether the Party II proves that its demands are legal and justified?

4) Whether the Party I is entitled to any relief?

5) Whether the Party II is entitled to any relief?

6) What Award?

22. It is a matter of record that an additional issue was framed on 5.7.1999 at Exh. 18. It is as follows:

3A) Whether the Party I proves that the reference of the dispute pertaining to the Charter of demands raised by the Party II is illegal and untenable at law?

23. It is also a matter of record that an additional issue was framed on 18.7.2013 at Exh. 57. It is as follows:

3B) Whether the Party II(1) proves that the Settlements dated 14.4.01, 30.11.02, 27.11.06 and 6.4.2011 having been accepted by the majority are binding on rest of the workmen and as they cover all the demands which are subject matter of the present Charter of demands under adjudication, the dispute does not survive?

24. It is also a matter of record that the additional issue No. 3B which was framed on 18.7.2013 at Exh. 57 was re-cast on 25.7.13 at Exh. 60. It is as follows:

3B) Whether the Party II(1) proves that the Settlements dated 14.4.01, 30.11.02, 27.11.06 and 6.4.2011 having been accepted by the majority are binding on rest of the workmen and as they cover all the demands which are subject matter of the present Charter of demands under adjudication, the dispute does not survive?

25. It is a matter of record that in the Civil Appeal No. 1007 of 2004, the Hon'ble Apex Court by Order dated 7.3.2013 issued directions to the Tribunal to hear and decide Ref. No. 33/97 and C-IT No. 4/98 as early as possible, but not later than six months. It is also a matter of record that the C-IT/4/98 was disposed of by Award dated 15.03.2017. The Hon'ble Apex Court however, extended time till 31st December, 2017 to comply with the order dated 7.3.2013.

26. The Party I examined Shri Rohidas Naik as their first witness and produced on record his affidavit-in-evidence along with a copy of letter dated 15.2.96 with COD at Exh. 112 colly, a copy of Settlement dated 28.7.81 at Exh. 113, a copy of Settlement dated 18.01.88 at Exh. 114, a copy of Settlement dated 2.5.84 at Exh. 115, a copy of Settlement dated 20.11.91 at Exh. 116, a copy of notice dated 4.8.98 by General Manager of Party II(1) at Exh. 117, a copy of Standing Orders of Party II(1) at Exh. 118, a copy of Settlement dated 4.3.97 at Exh. 119, a copy of Settlement dated 9.9.97 at

Exh. 120, a copy of Settlement dated 14.10.1997 at Exh. 121, copies of Notices dated 30.3.96, 1.10.97 and 27.7.98 at Exh. 122 colly, copies of Annual Reports for the years 1995-96, 1996-97 and 1997-98 at Exh. 123 colly, copies of letter of extension of training period dated 1.11.95, 1.2.96, 1.5.96, 1.8.96 and 30.10.97 at 124 colly, a copy of letter dated 20.9.98 by Shri Savio Furtado at Exh. 125, a copy of letter dated 10.2.01 by GMEU alongwith a list of Protected workmen and AD cards at Exh. 126 colly, a copy of letter dated 15.2.2002 alongwith list of Protected workmen and AD card at Exh. 127 colly, a copy of letter dated 12.11.02 by MRF at Exh. 128, a copy of Reply dated 15.11.02 by MRF at Exh. 129 and a copy of letter dated 28.12.02 at Exh. 130.

27. Shri Rohidas Naik also produced on record a copy of letter dated 30.12.2002 at Exh. 131, a copy of letter dated 3.10.2002 of GMEU alongwith Annexure at Exh. 132 colly., a copy of letter dated 13.1.2003 at Exh. 133, a copy of letter dated 3.2.2007 alongwith copy of resolution dated 26.1.03 and copy of AD card at Exh. 134 colly, a copy of notice dated 31.11.02 at Exh. 135, a copy of the Minutes of proceedings before ALC, Ponda dated 8.11.02 at Exh. 136, a copy of minutes of proceedings before ALC, Ponda, dated 15.11.2002 at Exh. 137, a copy of Failure Report dated 18.12.02 at Exh. 138, a copy of letter dated 26.4.2011 addressed to MRF along with the copy of the postal slip at Exh. 139 colly, a copy of letter dated 25.4.2011 to the Labour Commissioner at Exh. 140, a copy of letter dated 17.2.2003 to MRF alongwith copy of resolution dated 20.1.2003 alongwith AD card at Exh. 141 colly, a copy of letter dated 18.2.2005 alongwith copy of AD card at Exh. 142 colly, a copy of notice dated 31.11.2002 at Exh. 143, a copy of notice dated 16.6.2003 in IT/18/03 at Exh. 144 and a copy of Order dated 31.3.03 referring dispute of absorption and regularization of canteen workmen at Exh. 145.

28. Shri Rohidas Naik also produced a copy of the Order dated 20.10.05 of Hon'ble High Court in W.P. No. 237/05 at Exh. 146, a copy of Oral Judgment dated 23.2.2004 of the Hon'ble High Court in W.P. No. 283/99 at Exh. 147, a copy of letter dated 16.4.2004 alongwith the copy of the postal slip at Exh. 148 colly, a copy of letter dated 5.5.2004 to ALC, Ponda, along with copy of justification statement at Exh. 149 colly, a copy of letter dated 4.6.2004 by ALC, Ponda to MRF at Exh. 150, a copy of letter dated 12.6.2004 by MRF to ALC, Ponda at Exh. 151, a copy of letter dated 16.6.2004 by ALC, Ponda at Exh. 152, a copy of letter dated 22.6.2004 alongwith the attendance list of the members to ALC, Ponda at Exh. 153 colly, a copy of letter dated 5.7.2004 by ALC, Ponda to MRF at Exh. 154, a copy of letter dated 30.7.2004 by MRF to ALC, Ponda at Exh. 155, a copy of letter dated 19.8.2004 to ALC, Ponda at Exh. 156, a copy of Failure Report dated 18.3.2005 at Exh. 157, a copy of Minutes of conciliation proceedings dated 19.8.2004 at Exh. 158, a copy of Order of Reference dated 22.4.2006 by Government of Goa at Exh. 159, and a copy of Notice in IT/6/07 at Exh. 160.

29. Shri Rohidas Naik also produced on record a copy of letter dated 11.8.2003 to MRF at Exh. 161, a copy of letter dated 20.8.2003 to ALC, Ponda at Exh. 162, a copy of letter dated 3.10.2003 by ALC, Ponda to MRF at Exh. 163, a copy of letter dated 10.10.2003 by ALC, Ponda to MRF at Exh. 164, a copy of Minutes of conciliation proceedings dated 21.10.2003 at Exh. 165, a copy of letter dated 5.9.2003 by ALC, Ponda to MRF at Exh. 166, a copy of Reference Order dated 25.5.2004 by Government of Goa at Exh. 167, a copy of notice in IT/17/04 at Exh.168, a copy of order dated 9.2.2004 of Hon'ble Apex Court in SLP No. 853/2004 at Exh.169, a copy of letter dated 2.3.2003 by ALC to MRF at Exh.170, a copy of letter dated 11.3.2003 by MRF to ALC at Exh.171, a copy of letter dated 11.4.2003 by ALC to GMEU at Exh.172, a copy of letter dated 29.4.2003 by GMEU to ALC at Exh. 173, a copy of notice dated 28.9.1998 by GMEU at Exh.174, a copy of attendance register of General Body Meeting held on 2.10.1998 at Exh. 175, a copy of letter dated 8.10.1998 by GMEU at Exh. 176, a copy of notice dated 19.1.1999 by GMEU at Exh.177, a copy of letter dated 21.1.1999 by Savio Furtado to GMEU at Exh.178, a copy of Attendance register of General Body Meeting held on 26.1.1999 at Exh.179 and a copy of letter dated 28.1.1999 by GMEU at Exh.180.

30. Shri Rohidas Naik also produced on record a copy of notice dated 13.12.1999 by GMEU at Exh.181, a copy of Attendance register of Extra-Ordinary General Body Meeting held on 19.12.1999 at Exh.182, a copy of letter dated 19.6.2013 by GMEU at Exh.183 colly, a copy of covering letter dated 26.8.2013 by GMEU at Exh.184, a copy of resignation letter dated 17.12.1999 by Agnelo Andrade to GMEU at Exh.185, a copy of letter dated 28.1.1999 by GMEU at Exh.186, a copy of letter dated 6.2.2001 at Exh.187, a copy of letter dated 29.1.2003 by GMEU at Exh. 188, a copy of letter dated 31.1.2005 along with copy of AD card by GMEU at Exh.189 colly, a copy of letter dated 29.1.2007 by GMEU at Exh.190 colly, a copy of letter dated 30.1.2009 by GMEU at Exh.191 colly, a copy of letter dated 29.1.2011 by GMEU at Exh.192 colly, a copy of letter dated 2.2.2013 by GMEU at Exh.193 colly, a copy of letter dated 14.2.2009 by GMEU to MRF at Exh. 194 colly,

a copy of letter dated 7.11.2000 by GMEU to MRF at Exh.195 colly, a copy of letter dated 2.12.2000 by GMEU to MRF along with AD card at Exh.196 colly, a copy of letter dated 11.11.2000 by GMEU to MRF at Exh.197, a copy of letter dated 16.11.2000 by MRF along with copy of AD card and postal slip at Exh. 204 colly, and a copy of letter dated 18.5.2000 to MRF along with copy of AD card and postal slip at Exh. 205 colly.

31. Shri Rohidas Naik also produced on record a copy of salary slip of Shri Shantaram Gaude and Shri Namdev Shetye for the month of September, 2013 at Exh. 206 colly, a copy of settlement of Syngenta India Ltd. dated 11.4.2013 at Exh.207, a copy of salary certificate of Shri Rohidas Naik dated 7.3.1998 at Exh.208, copies of settlements of Zuari Agro Chemicals Ltd. dated 25.4.1994 at Exh.209, dated 5.11.1997 at Exh. 210, dated 19.5.2000 at Exh.211, dated 16.1.2003 at Exh.212, dated 24.3.2006 at Exh.213, dated 30.11.2009 at Exh.214, copies of three settlements of Merck Ltd. dated 26.7.2006, 3.11.2009 and 3.5.2013 respectively at Exh. 215 colly, copies of three settlements of MRF dated 31.8.2006, 15.10.2009 and 24.8.2013 respectively at Exh.216 colly, a copy of notice dated 1.8.1998 displayed on the notice board by MRF at Exh.218, a copy of letter dated 3.9.1998 by workmen to MRF along with copy of AD card at Exh.219 colly, a copy of letter dated 3.8.1998 to MRF at Exh. 220, a copy of letter dated 27.5.1998 by MRF to GMEU along with the copy of letter dated 12.5.1998 to MRF at Exh.221 colly, a copy of letter dated 28.4.1998 to MRF at Exh.222, a copy of letter dated 13.2.1998 by the workers to MRF at Exh.223, a copy of letter dated 18.7.1998 at Exh.224, a copy of letter dated 11.2.1998 to MRF at Exh.225, a copy of letter dated 19.1.1998 to MRF at Exh.226 and a copy of floor plan of MRF showing the machinery in the year 1997 at Exh.227.

32. Shri Rohidas Naik also produced on record a copy of floor plan of MRF showing the machinery in the year 2013 at Exh.228, a copy of application along with order dated 7.8.2002 at Exh.229, a copy of letter dated 20.9.1997 to MRF at Exh.230, a copy of letter dated 20.8.1997 by Savio Furtado to MRF at Exh.231, a copy of warning letter dated 8.10.1997 at Exh.232, a copy of letter dated 11.12.1997 to MRF at Exh.233, a copy of letter dated 27.7.1997 to MRF at Exh.234, a copy of letter dated 4.7.1997 to MRF at Exh.235, a copy of reply dated 19.8.1997 to MRF at Exh.236, a copy of letter dated 28.4.1997 to MRF at Exh.237, a copy of shift notice dated 28.11.1988 of MRF at Exh.238, a copy of letter dated 30.12.2008 to MRF at Exh.239, a copy of letter dated 4.2.2009 to MRF at Exh.240, a copy of letter dated 29.8.1996 at Exh.241, a copy of letter dated 20.1.1997 at Exh.242, a copy of notice dated 3.9.1997 by MRF at Exh.243, a copy of notice dated 19.8.1997 by MRF at Exh.244, a copy of notice dated 7.10.1997 by MRF and reply dated 11.10.1997 at Exh.245 colly, a copy of letter dated 28.4.1997 to MRF at Exh.246, a copy of order dated 3.2.1986 along with enclosures at Exh.247 colly, a copy of letter dated 17.10.1997 to MRF at Exh. 248, a copy of letter dated 6.6.1997 to MRF at Exh. 249, a copy of Official Gazette dated 25.9.2003 at Exh.250, a copy of notice dated 29.7.1995 of termination of settlement dated 20.11.1991 to MRF at Exh.251, a copy of letter dated 7.2.1996 by MRF to GMEU at Exh.252, a copy of letter dated 29.8.1996 to Labour Commissioner along with the copy of justification statement at Exh.253 colly, a copy of letter dated 15.11.1996 by Labour Commissioner to GMEU at Exh. 254 and a copy of oral order dated 9.6.1997 by Hon'ble High Court in Writ Petition No.135/97 at Exh. 255.

33. Shri Rohidas Naik also produced on record a copy of letter dated 8.1.2000 to MMS at Exh.257, a copy of letter dated 23.12.1999 by MMS to MRF at Exh.258, a copy of letter dated 30.12.1999 by MMS to MRF at Exh.259, a copy of order dated 8.3.2006 in Civil Appeal No.(8) 1007/2004 at Exh.260, a copy of order dated 2.5.2003 in W.P. No.106/99 at Exh.261, a copy of order dated 12.8.2003 in LPA No.5/03 at Exh.262, a copy of W.P. No. 283/99 at Exh.263, a copy of order dated 21.2.2004 in RCS No.8/99/D at Exh.264, a copy of Annual Returns filed by GMEU for the years from 1999 to 2012 at Exh.265 colly, a copy of Resolution/authorization of General Body at Exh.266, Copies of attendance register of Annual General Meetings of GMEU from 1999 to 26.1.2011 at Exh.267 colly, a copy of order dated 11.10.2002 in RCS No. 8/99/D at Exh.268, a copy of order dated 7.3.2013 by Hon'ble Apex Court at Exh.269, a copy of letter dated 19.9.1996 by MRF to ALC Exh.270, a copy of letter dated 7.10.1996 by ALC to MRF and GMEU at Exh.271, a copy of letter dated 10.10.1996 by MRF to ALC at Exh.272, a copy of Minutes of conciliation proceedings dated 14.10.1996 at Exh.273, a copy of letter dated 17.10.1996 at Exh.274, a copy of Minutes of conciliation proceedings dated 24.10.1996 at Exh.275, a copy of Minutes of conciliation dated 28.10.1996 at Exh.276, a copy of letter dated 29.10.1996 at Exh.277, a copy of letter dated 15.11.1996 by Labour Commissioner at Exh.278, a copy of letter dated 14.1.1997 to GMEU at Exh.279, a copy of letter dated 11.2.1997 by Labour Commissioner to MRF and GMEU at Exh.280, a copy of letter dated 21.2.1997 by Labour Commissioner to MRF and GMEU at Exh.281.

34. Shri Rohidas Naik also produced on record a copy of application dated 30.7.2007 under RTI at Exh. 282, a copy of letter dated 13.8.2007 at Exh.283, a copy of letter dated 21.8.2007 at Exh.284, a copy of letter dated 29.10.1996 at Exh. 285, a copy of letter dated 6.9.2007 by PIO along with copy of outward register at Exh. 286 colly, a copy of application dated 7.1.2008 at Exh.287, a copy of Award dated 28.1.2005 at Exh. 288, a copy of Notification at Exh. 289, a copy of Order dated 25.2.2013 at Exh. 290, a copy of W.P. No. 208/2013 at Exh.291, a copy of Order dated 26.3.2013 in W.P. No. 208/13 at Exh. 292, a copy of Settlement dated 12.5.2004 of Tiruvottiyur Unit at Exh. 293, a copy of letter dated 5.8.2009 at Exh.294, a copy of letter dated 10.10.2009 by GMU at Exh. 295, a copy of letter dated 27.10.2009 at Exh.296, a copy of letter dated 15.11.2010 at Exh.297, a copy of Complaint filed against MRF at Exh.298, a copy of letter dated 23.1.2003 at Exh. 299, a copy of letter dated 18.2.03 by GMEU at Exh. 300, a copy of the list/names of workers at Exh. 301, a copy of letter dated 26.4.2011 to MRF alongwith the annexures at Exh.302 colly, a copy of letter dated 18.6.11 of GMEU at Exh.303, Copies of salary slips at Exh.304-colly, Copies of salary slips at Exh. 305 colly, Copies of bonus slips of Merck Ltd. for the year 1996 to 2000 at Exh.306 colly, Copies of Bye-laws of GMEU alongwith the amendment at Exh. 307 colly, Copies of AICPI from 1991 to 1998 and 1997 to 2014 at Exh.308 colly, a copy of revised list of tyre sizes from the year 1995 to 2013 at Exh.309 and a copy of letter dated 10/12.9.96 by ALC at Exh. 313.

35. In view of Order dated 1.12.2014 granting amendment to the additional rejoinder, Shri Rohidas Naik produced on record an additional affidavit along with a copy of the statement from the accounts of Party II(1)/FA transactions Disp. at Exh.326, a copy of the form of an application for advance payment at Exh.327, a copy of the payment advice dated 31.05.2011 to Devendra Naik at Exh.328, a copy of pay slip of Devendra Naik for the month of May, 2011 at Exh.329, a copy of the pass book entries of Mukund Gawde at Exh.330, a copy of pay slip of Mukund Gawde for the month of May, 2011 at Exh.331, a copy of letter dated 5.9.1996 by GMEU at Exh.332, a copy of letter dated 9.9.1996 by MRF at Exh.333, a copy of minutes of meeting dated 25.03.94 at Exh.334, a copy of judgment dated 12.08.14 at Exh.335, a copy of judgment and decree in R.C.S. No.8/99/C at Exh.336, a copy of list of omitted/dismissed workmen at Exh.338, a copy of list of retired workmen of MRF Ltd. at Exh.339, a copy of Order of Reference dated 3.1.2001 at Exh. 342, a copy of letter dated 30.12.1999 at Exh. 343, a copy of minutes of General Body Meeting dated 26.1.2013 at Exh.345, a copy of resolution dated 26.1.2013 at Exh.346, a copy of another resolution dated 26.1.2013 at Exh. 347, a copy of list of members at Exh. 348 and a copy of the Settlement dated 14.4.2001 at Exh.349.

36. The Party I also examined Shri Vijay B. Saxena as second witness and produced on record his affidavit-in-evidence alongwith the copies of AICPI at Exh. 385 colly. Party I also examined Shri Vaibhav Korgaokar as third witness and produced on record an affidavit-in-evidence alongwith a copy of Audited Balance Sheet including Profit and Loss Account from the years 1990 to 2000 at Exh.389 colly, a copy of Settlement dated 16.03.1991 at Exh. 390, a copy of Settlement signed on 6.10.1994 at Exh. 391, a copy of Settlement signed on 7.5.1998 at Exh. 392 and a copy of the salary structure from 1991 to 1998 at Exh. 393. The Party I also examined Shri Vaman Krishna Naik as fourth witness and produced on record an affidavit-in-evidence alongwith the copies of Settlements dated 30.11.2009, 24.3.2006, 16.1.2003, 19.5.2000, 5.11.1997 and 22.6.1994 of Zuari Agro Chemicals Ltd. at Exh. 396 to Exh. 401 and copies of Annual Reports for the year 1989-90, 1990-91, 1991-92, 1992-93, 1993-94, 1994-95, 1995-96, 1996-97, 1997-98, 1998-99, 1999-2000 at Exh. 402 to 412, a copy of Memorandum of Settlement dated 25.4.1994 between M/s. Zuari Agro Chemicals Ltd. and its workmen represented by Zuari Agro Chemicals Employees' Union at Exh. 419. Party I also examined Shri Arvind Nair as fifth witness who filed affidavit-in-evidence along with Annexures.

37. On the other hand, the Party II(1) examined Shri T. M. Kurian as first witness and produced on record his affidavit-in-evidence along with a copy of list of 468 workmen who have accepted the settlement dated 14.04.2001 at Exh. 436, copies of individual undertakings of 468 workmen at Exh. 437 colly., a copy of list of 890 confirmed workmen at Exh. 438, a copy of letter dated 24.9.2013 along with Annexure I by Dy. Labour Commissioner and PIO to MRF Ltd., at Exh. 439 colly, a copy of Power of Attorney given by Company Secretary to Shri Kurian in his favour at Exh.440, a copy of letter dated 29.6.1999 addressed to Labour Commissioner, Panaji at Exh.441, copies of Muster rolls for the month of March, 2001, April, 2001 and May 2001 at Exh. 442 colly, copies of pay slips for the month of March 2001, April, 2001 and May, 2001 of the workmen at Exh.443 colly, a copy of Resolution dated 4.3.1997 at Exh.444, a copy of letter dated 7.1.2000 at Exh.445, a copy of letter dated 20.3.2000

at Exh.446, a copy of letter dated 11.5.2000 at Exh.447, a copy of letter dated 22.5.2000 at Exh.448, a copy of list of workmen prepared by the HR-Department of the Company at Exh.449, a copy of letter dated 25.4.2001 registering settlement dated 14.4.2001 at Exh.450.

38. Shri T. M. Kurian for Party II(1) also produced on record a copy of notice dated 16.04.2001 at Exh.451, a copy of Constitution, Rules of Union and the Registration Certificate at Exh.452 colly, a printed booklet of settlement dated 14.4.2001 at Exh.453, a copy of list of Party I Union as on 1.9.2016 prepared by the HR-Department of the Company at Exh.454, a copy of letter dated 11.9.1996 along with Charter of demands at Exh.455 colly, a copy of Trust Deed dated 29.1.1993 at Exh. 459, a copy of the Award dated 15.3.2017 passed in C-IT/4/98 at Exh. 461, a copy of deposition of the witness in C-IT/4/98 at Exh. 474, a copy of list of workmen who are still covered by the Pension Scheme at Exh. 478, a copy of All India Consumer Price Index (AICPI) showing the dearness allowance to be paid based upon rise in points in the said index (DA Points) at Exh. 479, copies of month-wise index from Jan., 1995 to Dec. 1998 at Exh. 485, copies of notices dated 18.6.1993, 21.12.1994 and 28.7.1994 respectively signed by Claudio Fernandes, HR-Manager and Jorge Ninan, Plant HR-Manager at Exh. 486 colly, a copy of transaction check list for the month ending 30.9.99 at Exh. 487.

39. Party II(1) also examined Shri Michael Gracias as second witness and produced on record his affidavit-in-evidence alongwith the copies of (1) Details of arrears calculation of Mr. Savio Furtado, Mr. John Fernandes and Mr. Pedro Fernandes; (2) Details of arrears paid to GMU; (3) Payment voucher dated 21.9.1999 made to Mr. Savio Furtado; (4) Payment advice dated 21.9.1999 made to Mr. Savio Furtado; (5) Inter office Memorandum dated 18.9.1999 from HR Department to Accounts Department; (6) Payment voucher dated 28.10.1999 made to Mr. Savio Furtado and (7) Payment advice dated 28.10.1999 made to Mr. Savio Furtado at Exh. 495 colly. The Party II(1) also examined Shri Govind Mapari as their third witness and produced on record his affidavit-in--evidence alongwith a copy of chart showing comparative benefits under settlements dated 18.1.98, 20.11.91 and 14.4.2001 respectively at Exh. 499.

40. The Party II(2) has not led any evidence in support of its case, although they have cross examined the witnesses of Party I and Party II(1).

41. Heard arguments. Notes of Written arguments came to be placed on record by the Party I, Party II(1) and Party II(2).

42. My answers to the above issues are as follows:

1. Issue No. 1 … In the Affirmative.
2. Issue No. 2 … Partly in the Affirmative.
3. Issue No. 3 … In the Negative.
4. Issue No. 4 … As per Final order.
5. Issue No. 5 … As per Final order.
6. Issue No. 6 … As per Final order.

Additional issues

1) Issue No. 3A … In the Affirmative.
2) Issue No. 3B … In the Negative.

REASONS

Issues No. 1 and 2:

Issues No. 1 and 2 are taken up for discussion together as they are inter-related pertaining to demands raised by Party I.

43. Ld. Adv. Shri V. Menezes for Party I has submitted that the present reference is concerned with the demands of the workmen of Usgao Plant at Ponda and ever since formation of the Union, the company has been attempting to disrupt the unity of the workmen, the harassment includes illegal changes in service conditions, unjustified and unwarranted suspensions refusal to negotiate in good faith and imposition of unfair labour practices, illegal demotions, reduction of grades, etc. The last settlement between the union and the company was entered on 20.11.1991 which expired on 30.9.1995. The Party I raised a set of demands incorporating revision in existing service conditions; however no concrete result could be obtained from the meetings. The Party I wants to have radical changes in existing conditions of service commensurate with sound financial position of the company and in support thereof, he relied upon the cases of **(i) Kamani Metals and Alloys, vs. Their workmen, 1967 (II) LLJ-55; (ii) Remington Rand of India, vs Their workmen, 1968 (I) LLJ-542; (iii) Bridge and Roof Co.(India), Ltd., vs. Union of India, 1962 (II) LLJ 490; (iv) S. & A. S. Mills' Asscn. vs Mill Mazdoor Sabha, AIR 1972 SC 2273; (v) Jaihind Roadways vs. Mah. Rajya Mathadi Transport & G. K. Union & Ors., 2005 (III) CLR-858; (vi) Workmen of I.H.P.C.L. vs. I.H.P.C.L., 1986 (I)LLJ-520, (vii) Unichem Laboratories Ltd. vs. The Workmen, 1972 (I) LLJ-576, (viii) A. M. Assocn. Etc. vs. Textile Labour Assocn. 1966 SC 497 and (ix) Mukand Ltd. vs. Mukand Kamgar Union, 2000 (I) CLR 694.**

44. Per contra, Ld. Adv. Shri G. K. Sardessai for Party II(1) has submitted that all the demands raised by Party I in the Charter of demands dated 15.2.1996 are covered and addressed by Settlement dated 14.4.2001 and has also given additional benefits which were accepted by large majority of workers. The Charter of demands raised by Party I have not been justified by producing wage structure of the units which are in the same line of business like JK Tyres, Apollo Tyres, etc. as burden of proving the Charter of demands is on them. The companies like, Zuari Agro Chemicals Ltd. and Merck Ltd. are not comparable concerns with MRF for the purpose of adjudication nor Party I brought on record the extent of business carried on by the concerns, the capital invested by them, the profits made by them, etc. for the purpose of comparison and therefore the Charter of demands raised by Party I are unjustified and cannot be granted. In support of his contention, he relied upon the cases of **(i) Sarva Shramik Sangh vs. V.V.F. Limited and Anr., 2002 (II) LLJ 434; (ii) National Engineering Industries Ltd. vs. State of Rajasthan, (2000) 1 SCC 371; (iii) Herbertsons Ltd. vs. The Workmen of Herbertsons Ltd., 1977 LAB. I.C. 162; (iv) Workmen of Jasob and Co. vs. Jacob & Co., 1964 (I) LLJ 451; (v) Novex Dry Cleaners vs. its Workmen, 1962 (I) LLJ 271; (vi) French Motor Car Company vs. Their Workmen, 1962 (II) LLJ 744 and (vii) Workmen of Balmer Lawrie & Co. vs. Balmer Lawrie Co. Ltd., 1964 (I) LLJ 380.**

45. There also cannot be any dispute that for the applicability of the principles of industry-cum-region, the revision of wage structure cannot be done without considering the company's capacity to bear the financial burden resulting from such revision of wages as held by the Hon'ble Apex Court in **Novex Dry Cleaners,** supra. It is a very relevant and important factor to be considered before deciding about the revision of wage structure pursuant to the demand for increase in wages by the employees of a company. The Tribunal has to assess the additional liability which will be imposed upon the employer by the new wage structure and try to anticipate whether the employer would be able to bear the same for a reasonably sufficient period in future, otherwise the whole exercise by the Tribunal could result in futility. In **Greaves Cotton & Co. & Ors. vs. Their Workmen, AIR 1964 SC 689,** it was clarified that while applying the industry-cum-region formula, the stress should be on the industry part if there are large number of concerns in the same region carrying on the same industry, as in such cases the production costs being equal, likewise would be the competition and therefore the wages should be fixed on the basis of the comparable industry, viz. the industry of same kind. For that purpose, the wage scale prevalent in the comparable concerns carrying on the same industry in the region is to be considered. However, where the number of industries of the same kind in a particular region is small, it is the region part of the industry-cum-region formula which assumes importance.

46. The Apex Court in the case of **A. M. Assocn. etc,** supra has held that the Tribunal dealing with the problem of wage fixation or wage revision must carefully examine the financial position of the employer and in that regard try to ascertain the progress of the industry in question, its prospects in future, whether the industry is making profit, and if so, the extent of profits, the nature of demand which the industry expects to secure and the financial burden that the industry will have to bear consequent to wage revision, including its gradual increase which the employer may have to face; these and similar other considerations are to be carefully weighed before the proper wage structure is reasonably considered in an industrial adjudication. It therefore reveals from the decisions, referred to above, that two principal factors which must weigh while fixing or revising wage scales and grades are: (1) Now the wages prevailing in the establishment in question compare with those given to the workmen of similar grade and scale by similar establishments in the same industry or in their absence in similar establishments in other industries in the region and (2) what wage scales the establishment in question can pay without any undue strain on its financial resources. The same principles substantially apply when fixing or revising the dearness allowance as reiterated in the case of **M/s. Unichem Laboratories Ltd, supra.**

47. In **Kamani Metals and Alloys, Ltd**. supra, it was held that the fixation or revision of scales of wages, pay, dearness allowance must not be out of tune with the wages, etc. prevalent in the industry or region, and that is always desirable so that unfair competition may not result between an establishment and another and diversity in wages may lead to industrial unrest. In attempting to compare one unit with another, care must be taken that units differently placed or circumstanced are not considered as guides, without making adequate allowance for the differences and the same is true when the regional levels of wages are considered and compared. In general words, comparable units may be compared but not units which are

dissimilar. While disparity in wages in industrial concerns similarly placed leads to discontent, attempting to level up wages without making sufficient allowances for differences, leads to hardships.

48. It deserves to be noted that the present Charter of demands were raised by letter dated 15.2.1996 by Party I. The Goa MRF Union has also raised a Charter of demands by virtue of letter dated 11.9.1996. It is also to be noted that the company has served on Party I a list of demands/ /issues proposed by the management of MRF, Goa to be taken up/discussed and finalized along with the negotiation on proposed Charter of demands vide letter dated 7.2.1996 which was for the period from 1.10.1995 to 30.09.1998. The settlement prior to settlement of which the Charter of demands were furnished was dated 20.11.1991 at Exh. 116 for the period from 1.10.1991 to 30.09.1995. In terms of order of reference, the Party I has raised 52 demands which includes 23 allowances in demand No. 8. Needless to mention, the burden to justify the demands and to prove the same by facts and figures primarily lies upon the Party I who has put forth the said demands and only on discharge of such burden, the onus thereupon shifts to the employer to disprove the claim of employee and not otherwise. There is no dispute that the principle of industry cum region has to be applied by an Industrial Court when it proceeds to consider questions like wage structure, dearness allowance and similar conditions of service and in applying these principles, the Industrial Court have to compare wage scale prevailing in similar concerns in the region which it is dealing.

49. It is well settled as stated above that while granting the demands including wage revision, the Tribunal has to be satisfied positively that the financial condition of the employer is such as will enable it to bear additional burden imposed on the company. There also cannot be any dispute that increase in AICPI justifies an upward revision so also that the higher wages can be granted, if financial position of the company permits the burden but at the same time merely because the company is financially sound and in a position to absorb the additional burden is no ground to revise the emoluments upward as held in the case of **Hindustan Lever Ltd. vs. B. N. Dongre & Ors., 1994 II CLR 673.** It is therefore relevant to scan what is the total capital invested by the concern, what is the extent of its business, what is the profits made by the concern, what are the dividends paid, how many employees are employed, what is the standing in the industry to which it belongs, while adjudicating or determining the question as to whether one concern is comparable with another in the matter of fixing wages and other benefits as held in the case of **Workmen of Balmer Lawrie and Co. Ltd. supra.**

50. Shri Rohidas Naik of Party I has stated that the income of Party II(1) in the last six years preceding the year 1997 is very huge and in view of very huge profits made by the company from its inception, its profit in future would be much larger keeping in view the present market scenario. The company has also succeeded in having huge reserves as surplus at the end of the financial year 1995-96. The financial position of Party II(1) is excellent and can easily bear the financial burden that may be imposed upon the company in case the demands are granted. Shri Kurian has denied that the financial position of the company is sound as stated in the written statement, however in the cross examination it is admitted that as per the Annual Report of Party II(1) for the Year 1997-98 at Exh. 123 colly, the annual sales of Party II(1) have increased from Rs. 741.91 Crores in 1991 to Rs. 2,194.24 Crores in 1998.

51. Shri Kurian, however clarified that said figures pertain to entire company which includes the Goa Plant. The profit after tax from 1991 increased from 19.00 Crores to Rs.102.28 Crores and that the said figures pertain to entire company which includes the Goa Plant. Party II(1) has nine Plants and the Goa Plant in terms of quantum of production stands second amongst the nine Plants and the largest is at Medak (A.P.) and in terms of contribution in terms of production value, the Goa Plant stands second or third. The Goa Plant has plans for further expansion and it has obtained permission from the Investment Promotion Board for starting a new Plant and that the Plant is next door/contiguous to the present Plant. Shri Michael Gracias has admitted that in 1995, Usgao Plant was producing about 800 tyres per shift which rose to 1000 tyres by the year 2001 and the cost of each tyre was approximately Rs. 10,000/- in the year 1995 and Rs. 14,000/- in the year 2001, which would indicate that on an average, the company produces around 300 tyres per day which was at the cost of Rs. 10,000/- and therefore, the turnover of the company would be Rs. 3 crores per day or Rs. 90 crores a month or Rs. 1080 crores in a year. The above evidence therefore clearly shows that the financial position of Party II(1) is very sound.

52. Having considered the above law on the subject, it is now to be seen whether the demands raised by Party I are fair, proper and justified.

Demand No. 1: **Classification and gradation**

53. It is demanded by the Party I that effective from October 1, 1995 the existing classification of jobs into seven groups viz. Grade I to VII shall be reclassified into four grades as per the old practice prior to the Settlement dated November 20, 1991 as stated in the claim statement. In defence, the Party II(1) has claimed that classification of seven grades was done at the last settlement dated 20.11.1991 after due consideration and detailed discussion between the management and the Goa MRF Employees Union. There is no justification that the engineering workmen to be delinked from the existing piece rate system and be fitted into fixed rate system. There is also no system of grading as each job in the tyre making process is graded after scientific study conducted by the Industrial Engineering Department and jobs are classified accordingly.

54. Shri Rohidas has stated that the workmen are classified presently in seven grades and that they should be reclassified in four grades as that existed prior to settlement of 20.11.1991 as the present system of classification has become outdated. Moreover, the earlier system was based on consideration like degree of skill, strain of work, responsibility involved, etc. The question of classification is of paramount importance as new scales and grades cannot do justice to the workmen unless classification is done on scientific basis. The company has included the engineering staff in the grades applicable to the workmen of lower grades and who are working on piece rated basis and the said action of the company acts as a deterrent to the up-gradation of highly qualified and skilled workmen like electrician, etc. thereby causing heavy financial losses to them.

55. Shri T. M. Kurian has denied the case of Party I regarding re-classification of the workmen, however in the cross examination admitted that prior to the 1991 settlement the workmen were graded in four grades from I to IV and under the 1991 settlement the grades were raised to seven i.e. I to VII including sanitation and watch and ward. The gradation system is not based upon Time Scale, but is based purely upon the job done by the workman that is to say upon his skill, responsibility and accountability. The watchmen under the 1991 settlement are placed in Grade II and are paid on a Time Scale according to their shift attended by them. The production workmen and Engineering workmen under the 1991 settlement are paid according to grades which are categorized as Grade III to Grade VII according to their jobs. He also stated that the engineering workmen i.e. electrical, mechanical, engineering helpers were being paid on the basis of Plant average attained by the remaining production workmen who were in Grade III to VII.

56. Shri Kurian has also stated that under the 1988 settlement, the engineering workmen and workers from the engineering stores were paid on the basis of Plant average of the other workmen in the highest grade and then their piece rate was calculated on the basis of a factor multiplication of 1.08 over the Plant average of the highest grade and that under the above system under settlement of 1988 and 1991, the engineering workmens' wage would fluctuate from month to month on 26 days attendance depending upon the Plant average attained by other production workmen and that the Plant average may drop if there is absenteeism amongst the production workmen and consequently though the engineering workmen had worked for full 26 days in the month, he may get less wage. He further stated that the specification of the workmen into seven grades was done based upon degree of skill, strain of work, responsibility involved, training, qualification required and experience involved but not upon mental and physical involvement, etc.

57. Discernibly, the Party I demanded reclassification of four grades from the existing classification of jobs of seven grades and delinking the engineering workmen from the existing piece rate system, so also the payment of Rs. 400/- to engineering workmen on the ground that the present system has become outdated. However, there is no evidence adduced on record by Party I in support of the said fact. The classification of seven grades was done at the last settlement dated 20.11.1991 after due consideration and discussion between the management and Party I, itself. There is therefore no reason or justification for reclassification of jobs from the existing seven grades to four grades. There is also no justification for the engineering workmen to be delinked from existing piece rate system and be fitted into fixed rate system. It is seen that right from inception of the factory, engineering workmen were only ITI qualified and have been paid piece rate equivalent to highest graded job done by production workmen. There is also no reason to pay fixed wage to the engineering workmen over and above 100% wage

of the job done by production workmen in A grade. The demand of payment of fixed wage is also preposterous in that production workmen would be paid piece rate on his individual performance, while an engineering workman would be paid 30% more fixed salary on the wage of a production workmen performing at 100%.

58. Needless to mention, no workman in the factory is graded as each job in the tyre making process is graded after scientific study conducted by Industrial Engineering Department of the factory and then the jobs are classified accordingly and the workmen doing a particular job in a particular grade will be eligible for earning the piece rate in that particular grade of the job. There is no evidence on record that the classification and gradation of jobs are not done by modern scientific industrial engineering study. Admittedly, the workmen at Kottayam Plant were categorized into four grades as per settlement at Exh. 216 colly, but that was after negotiations with the union. There were seven grades for the workers of TVT Plant as per their settlement at Exh. 293 colly. There is no delinking of engineering workmen in those units.

59. The Party I has not adduced any evidence to show that classification and gradation of workmen from seven grade to four grade is based on scientific basis and that the present system is outdated. There is no such thing as basic pay as the workmen are paid by the piece rated system and the piece rate is applicable to the job done by the individual workmen. There is no dispute that the engineering workmen who are merely ITI qualified are being paid piece rate equivalent to the highest and second highest graded jobs as per the settlement dated 20.11.1991. The classification of seven grades was done at the last settlement dated 20.11.1991 after due consideration and discussion between the management and Party I, itself. The demand No. 1 of Party I for classification and gradation is therefore not just and proper.

Demand No. 2: **Wage Structure Piece Rate**

60. It is demanded by the Party I that effective from October 1, 1995 basic wages of the workmen reclassified should be revised as stated in the claim statement. It is also claimed that in case, any workman is not above to achieve 100% production for any reason beyond workman's control such as power failure, non supply of raw materials in time, machine breakdown, due to any natural calamity, the workman should be paid full wages/salaries. In defence, the Party II(1) has stated that any increase in wage structure can be considered in the light of a total increase in the wage package and total increase in liability of the company. There is no gap between wage required for subsistence and wage paid to its workmen as the wage paid to its workmen are not only fair but the wages are appreciably high and more than sufficient for subsistence of the workmen and his family.

61. Shri Rohidas in support of his case of wage revision has stated that the present wage is much lower than the fair wage or even wage required for bare subsistence of the family and the same gap can be filled by giving wage increase demanded by the Union. The All India Consumer Price Index at the time of fixation of existing scale of pay in 1991 was 1090 for the month of Dec. 1991 and for the month of Jan, 1997, it was 1725. The existing wages have become highly inadequate and completely outdated because of steep rise in prices of commodities. The wages paid to the workmen in industrial units in the region are much higher than what is being paid to the workmen and that the point to point rate of inflation in AICPI from 1995-98 show upward trend keeping an average of 10% rate of inflation and since signing of the last wage settlement which prescribed the present wage rates, there has been very steep rise in AICPI as nearly 100%. He also stated that the financial burden that may be imposed on the company in case the demand is fully considered would not be much and therefore the said demand be granted.

62. Shri Kurian has reiterated the version of the management and denied that the piece rate demanded @ 100% production per shift under demand No. 2 for re-classified categories is fair and proper. He stated that if the production in a shift is stopped due to power failure, non supply of raw material, machine breakdown or natural calamity, the company pays to the workmen 60% of the last two month's average wage i.e. the average wage is converted into per hour wage and paid for the period the workmen was not able to produce. He denied the suggestion that payment of full wage for the period that the workmen was not able to achieve 100% production due to the above factors is fair and proper.

63. The Party I is demanding piece rate of 100% production per shift for four grades of workmen viz. Grade A, B, C & D along with the rates therein and has claimed that there has been vide gap between wages actually received and required for subsistence of family. However, there was no system of four categories of workers in previous settlement nor it has been proved that the wages claimed in

the demand are fair and proper. Admittedly, the minimum wages as per Official Gazette Notification dated 10.3.1995 for skilled worker is Rs. 41/- per day for 26 days, which comes to Rs. 1066/- p.m., while as per the chart produced by Shri Michael Gracias, the average increment is Rs. 1240/- p.m. in 1995, which is more than minimum wages paid at that particular time. It is also an admitted fact that the minimum wages as per Official Gazette Notification dated 28.10.1998, for skilled worker was Rs. 59/- per day for 26 days, which comes to Rs. 1534/- p.m., which shows that the average increment is Rs. 1240/- p.m. which is 80% of minimum wages paid at that time. Moreover, as per chart produced by Shri Gracias, wages as on September 1995 was Rs. 5819/- p.m. and in October 1995, it was Rs. 7057/- p.m. after the increase which is more than minimum wages at the relevant point of time.

64. It is also to be noted that the capacity of the company in itself is not sufficient to grant revision in wages as it was incumbent on Party I to produce evidence for comparing wage structure within the units in the company and wage structure outside the company engaged in the same trade in the region in respect of the standing, extent of labour force employed by them, capital invested by them, the profits made by them, the nature of business carried on by them, the presence or absence and the extent of reserves, the dividends declared by them and the prospects about the future of their business, etc. The Tribunal cannot fix the wage scale on the assumption that the establishment in question was comparable with other two establishments in the same region without considering the aspects mentioned above as adumbrated in the case of Novex Dry Cleaners, supra. The Balance Sheets of the company viz. Zuari Agro Chemicals Ltd. and Merck Ltd. are not of the companies which are in the same line of business as Merck Ltd. is in pharmaceuticals business and Zuari Agro Chemicals Ltd. is in fertilizers, which are not comparable with Party II(1).

65. There is no evidence either oral or documentary dealing with comparable character of the industries in the region. Both the witnesses viz. Vaibhav Korgaokar and Shri Vaman Krishna Naik who have produced on record the settlements of Merck Ltd. and Zuari Agro Chemicals Ltd. have not supported the case of Party I. Shri Vaibhav of Merck Ltd. has admitted that he is not the signatory to the settlements produced at Exhs. 390, 391, 392 and 393 and was not part of negotiation and was not aware that while signing the settlements with the workers of the company, whether entire balance sheet of the company was taken into consideration or whether at the time of settlements, the company had taken into account the line of business in similar industries situated in Goa and that Merck Ltd. does not pay piece rate to its workers nor he knows the profit margin of the company. Shri Vaman Krishna Naik of Zuari Agro Chemical Ltd. also admitted that he cannot analyze the various aspects in preparing the balance sheets; he is not signatory to the settlements and not part of negotiation; and was not aware whether entire balance sheet of the company was taken into consideration or line of business in similar industries situated in Goa or the profit margin of Zuari Agro Chemicals Ltd. so also it does not pay piece rate to its employees. Moreover, Zuari Agro Chemicals Ltd. is granted subsidy by the Central Government unlike Party II(1). It is therefore both the industries cannot be compared with Party II(1) nor there are any comparable concerns within the region.

66. Admittedly, Shri Kurian in the cross examination has admitted that there are nine units in various parts of the country under the same company and the company has common balance sheet. The Union has produced three settlements of Kottayam Plant dated 31.8.2006, 15.10.2009 and 24.8.2013 at Exh. 216 colly. The said settlements do not cover the period of Charter of demands of Party I. The Party I also produced the settlement dated 12.5.2004 of TVT Plant at Tamil Nadu at Exh. 293 for the period from 2004-2008, however said settlement also does not cover the present Charter of demands of Party I as they are not of the relevant period and cannot be relied at all. No settlements of the relevant period have been produced of the other units to know the comparable wage structure in the said units. There is therefore no material for the purpose of comparing the wage structure in the region as well as in the other units of Party II(1) and the burden of proving such facts rest entirely on Party I as rightly submitted by Ld. Adv. Sardessai for Party II(1).

67. There also cannot be any dispute that the company being an all India concern, the wage structure and service conditions of the workmen employed in the same line of business in other parts of the country ought to have been placed before the Tribunal including those of JK Tyres, Apollo tyres, etc. which are the competitors of Party II(1). The Party I therefore has failed to discharge its burden of producing the wage structure of the units in the same line of business which are also all India concerns, so also of the units of Party II(1)

elsewhere in India of the relevant period of 1995-1998 to prove comparable wage structure instead of relying upon the settlements of the establishments in the region, which are not in the same line of business.

68. The evidence of Shri Arvind Nair also do not come to the assistance of the Party I as he does not know the total number of employees/permanent employees employed by Zuari Agro Chemicals Ltd. nor had gone through the Charter of demands which culminated into settlement dated 22.2.2006 of Zuari Agro Chemicals Ltd. or how many permanent workers of Zuari Agro Chemicals Ltd. have accepted the settlement, so also had not seen the manufacturing process of Zuari Agro Chemicals Ltd. as well as Merck Ltd. and has admitted that he has not shown in the charts monthly productivity bonus, daily production bonus, service increments and canteen subsidy as provided in the settlement dated 20.11.1991. He has not supported the charts produced by him in the form of Annexures and failed to compare the settlements of Zuari Agro Chemicals Ltd. and Merck Ltd. with MRF Ltd in terms of the guidelines laid down by the Apex Courts, supra and has not compared the settlements of Zuari Agro Chemicals Ltd. and Merck Ltd. with wage slips.

69. Needless to mention, Shri Arvind Nair has also failed to bring on record the extent of business carried on by the said concerns namely Zuari Agro Chemicals Ltd. and Merck Ltd. the capital invested by them, the profits made by them, the nature of business carried on by them, their standings, the strength of labour force, extent of reserve, etc. and therefore the comparison shown by Shri Nair in his evidence/charts cannot be considered. The Zuari Agro Chemicals Ltd. and Merck Ltd. are therefore not comparable with Party II(1) for the purpose of wage adjudication. Merely because there is rise in ACIPI, it cannot be ground for wage revision in the absence of evidence to show that the rate of inflation was not neutralized effectively on the wage structure contained in 1991 settlement or that there is also rise in wage structure in comparable industries in the region, their own units and other similar industries outside the region. The Party II(1) having failed to prove and justify the demand No. 2, the same is answered in the negative.

70. However, a little peep into the settlement dated 14.4.2001 reveals that the wage structure of the workers of Party II(1) under clause III has been increased to a considerable extent than the wage structure of the workers of Party II in terms of settlement dated 20.11.1991. The Party I would be at a disadvantage, if they are denied the benefits of the higher wage structure arrived at in terms of settlement dated 14.4.2001 for the period from 1.10.1995 to 30.9.1998 as there would be discontent amongst the workers with respect to payment of wages to the workers of Party I. It is therefore, in order to have parity in wages between the workers of various Unions and to avoid the discontent amongst them, it would be advisable in the interest of workers of Party I and the management that they also extend the benefit of rise in wages in settlement dated 14.4.2001, so also other benefits/ /allowances if at all not in consonance with the award passed while disposing the present reference referred by the Government.

Demand No. 3: **Service Increment/Increments**

71. It is demanded by the Party I that effective from January 1, 1995 and every year thereafter the Company should give service increment at fixed rate per month as mentioned in the claim statement. In the written statement, the Party II(1) has claimed that the service increment should be viewed as total wage package and the system of paying general increment to its workmen already existed in the company. The service increments provided at the earlier settlements are more than adequate and are appreciably high and therefore the demand for service increment on the basis of service put in by the workmen in the company is unjustified. Shri Rohidas has stated that the service increment provided under earlier settlement were inadequate and that the workmen are justified to claim service increment because of poor total take home pay with service of 15 years and more and in the absence of service increments, the senior workmen in the company would be at considerable disadvantage and suffer the most and sometimes get the same basic salary rates as the junior workman.

72. Shri Kurian denied the claim of Party I but in his cross examination has averred that the service increment given to the workmen is known as 'Service weightage' under the 1988 settlement. The Service Weightage was paid @ Rs.3/- per year prior to 1980 settlement which was raised to Rs. 6/- per year under the 1980 settlement and then raised to Rs.10/- per month under 1991 settlement for workmen confirmed as on or after 1.10.1991. The workman confirmed on or after 1.1.1991 was eligible for one increment of Rs. 6/- per month (26 days). The 1991 settlement also provided for service increment of Rs.5/- per year as an increment for workmen confirmed prior to 30.9.1991. The service increment is given for a single time in the month

of January. The demand of the Party I is based on grade wise at fixed rate per month with effective from 1.1.1995. He also stated that the 1991 settlement granted service increment @ Rs.10/-, Rs. 15/-, Rs. 20/-, Rs. 25/- per month of 26 days for the month from 1992-1995.

73. There is no doubt that 1991 settlement provided for service increment of Rs. 10/-, Rs. 15/-, Rs. 20/- and Rs. 25/- per month of 26 days for the year from 1992 to 1995 to the workmen confirmed on or after 1.10.1991 and in 2001 settlement, the service increments for the years 1996 to 1998 was revised from Rs. 10/-, Rs. 15/- and Rs.20/- per month respectively for 26 days for the workmen confirmed on or after 1.10.1995. The service increments as provided in 1991 and 2001 settlement are more than adequate and are appreciably high and therefore the demand of Party I for service increments on the basis of service put in by the workmen in the company is unjustified. There cannot be any dispute that the senior workman is given due weightage at each of the settlements signed between the management and the union. It is also to be noted that the yearly increments are part and parcel of the total wage settlement between the management and the workmen and the annual increment is paid to the workmen by virtue of settlement signed by mutual negotiations and therefore an amount of Rs. 10/- per month for 26 days for the year 1996, Rs. 15/- per month for 26 days for the year 1997 and Rs. 20/- per month for 26 days for the year 1998 would be fair and proper. Hence, the demand No. 3 is answered accordingly.

Demand No. 4: **Service Benefits.**

74. It is demanded by the Party I that the Company should give to every permanent workman service benefits who are in service as on October 1, 1995 and who have completed as on 31.09.1995 number of years of service as mentioned in the claim statement and the service benefits should be considered as wages for all purposes. In the written statement, the Party II(1) has claimed that the payment of service benefits, if any should be part of the total wage package that may be revised for its workmen and cannot be considered as a single item. The service benefits were paid to the workmen in accordance with various settlements signed between the management and the Union. Shri Rohidas has stated that most of the workmen employed in the company have put in service of more than 15–20 years, however they are being paid at par with the workmen who joined the company much later which invokes discontent among senior workmen resulting in low morale and therefore, the demand will lead in high efficiency and maintain complete industrial peace.

75. Admittedly, the service benefits is included in clause 5 at page 4 of 1991 settlement and the service benefits is paid in slabs according to the length of service of the workman counted from the date of his confirmation. The service benefits under the 1988 settlement were paid under clause 8 at page 5 thereon. The service benefits for workmen confirmed for one year of service under 1988 settlement were paid at Rs.6/- per month and the same was raised to Rs.13/- per month under 1991 settlement, while workman with 13 years of service and above under 1988 settlement were paid Rs. 260/- per month as service benefits which was raised to Rs. 262/- per month for the same category. A workman working with 16 years confirmed service was paid Rs.360/- per month under the 1991 settlement and that there is only Rs.2/- difference rise in payment of service benefits for a workman having 14 years of confirmed service under 1988 settlement as compared to a workman with similar service under 1991 settlement. The highest category under 1991 settlement was 15 to 16 years of confirmed service to whom Rs.360/- per month was paid as service benefits as stated by Shri Kurian.

76. Needless to mention, the service benefits were paid to the workmen in accordance with the settlements signed between the management and the Union. The Party I has been claiming service benefits for the workmen who are in service from 1.10.1995 and who have completed number of years as on 31.1.1995 as stipulated in claim statement with the amounts against the number of years, however there is no evidence on record that the workers who have completed more than 15 years are being paid at par with the workmen who had joined the company much later or that the workmen who had joined 4-5 years prior to the reference are drawing salary which is much higher than the senior employees and that there is a discontent amongst senior workmen as none of the senior workmen has been examined. In fact, the payment of service benefits, if any should be part of total wage package that may be revised for its workmen and cannot be considered as a single item. The service benefits were being paid to the workmen in accordance with various settlements signed by them. There is also no dispute that the jobs in the factory are graded according to nature of work and the workmen doing higher grade jobs will earn higher piece rate irrespective of years of service. There cannot be therefore any discontent amongst the senior workmen. The Party I having failed to justify the above demand, the same is answered in the negative.

77. However, a little peep into the settlement dated 14.4.2001 reveals that the service benefits for the workers of Party II(1) have been increased to a considerable extent than the service benefits of the workers of Party II in terms of settlement dated 20.11.1991. The Party I would be at a disadvantage, if they are denied the higher service benefits arrived at in terms of settlement dated 14.4.2001 for the period from 1.10.1995 to 30.9.1998 as there would be discontent amongst the workers with respect to payment of service benefits to the workers of Party I. It is therefore, in order to have parity in service benefits between the workers of various unions and to avoid the discontent amongst them, it would be advisable in the interest of workers of Party I and the management that they also be extended the service benefits for the said period.

Demand No. 5 & 6: **Dearness Allowance**

Fixed Dearness Allowance & Variable Dearness Allowance

78. It is demanded by the Party I that effective from October, 1, 1995 the Company should give Fixed Dearness Allowance of Rs. 2,510/- per month at the AICPI point 1000 (1960-100) and the daily rated workmen should be paid Fixed Dearness Allowance at the rate of Rs. 96.50 per day of work. It is also demanded by the Party I that effective from October, 1, 1995 the existing scheme of Variable Dearness Allowance should be revised. The Variable Dearness Allowance in addition to Fixed Dearness Allowance should be paid to every permanent workman, Rs. 3,500/- per month due to merger of 1000 points per figure (1960-100) base. The above mentioned Variable Dearness Allowance should be paid upto AICPI points 1300 (1960-100) base. In addition to the above for every point rise over and above 1300 points (1960-100) base increase per point rise should be paid as mentioned in the claim statement.

79. In the written statement, the Party II(1) has stated that the neutralization of the Fixed Dearness Allowance and the payment of Variable Dearness Allowance as per the last settlement dated 20.11.1991 more than compensates for any increase in AICPI. The Fixed Dearness Allowance and Variable Dearness Allowance have been consistently revised under various agreements and the last settlement provided the scheme of dearness allowance and variable dearness allowance. There has been substantial revision of FDA w.e.f. 1.10.1991 and the workmen are being paid flat rate of Rs. 1425/- per month on AICPI 1000 in place of Rs. 850/- at AICPI 700 which indicates that there has been virtually 100% increase in the quantum. The neutralisation in the present case has been so effective that there is no further requirement of revision of dearness allowance.

80. Shri Rohidas has stated that there has been steep rise in AICPI number since the last settlement and the claim for revising FDA and VDA is more than justified. The existing rate of dearness allowance payable to the workmen is highly inadequate as there has been sharp rise in prices of essential commodities during the last decade and the dearness allowance paid to the workmen under the previous settlement does not neutralise even half of rise in the prices. The company pays low basic wages and low dearness allowance compared to basic and dearness allowance payable to the workmen elsewhere. Shri Kurian has denied the justification of the above demand but in the cross examination has stated that under the 1988 settlement, Fixed Dearness Allowance (FDA) was paid @ Rs.8.50 per month at AICPI points 700 (1960=100) base in substitution of FDA paid under the 1984 settlement @ Rs. 600/- per month at AICPI points 548 (1960=100) base. He further admitted that under the 1991 settlement, the amount paid as FDA was raised to Rs. 1425/- per month at AICPI points 1000 (1960=100) base and the daily rated workmen were paid @ Rs. 54.80 per day, but denied that the rates at which FDA and VDA paid to the workmen under the 1988 and 1991 settlements were much lower than the rates at which the same were to be paid for correct neutralization of the rise in consumer prices for that period and that the basic wages and dearness allowance paid under 1988 and 1991 settlements were low, so also he denied that upward revision of DA is necessary since there was steep and substantial rise in consumer price index numbers from 1988 to 1995.

81. The Party I is claiming FDA of Rs. 2150/- p.m. at AICPI point 1000 and VDA of Rs. 3500/- p.m. as stated in the claim statement. Admittedly, in 1991 settlement, in terms of clause 2, FDA of Rs. 1245/- p.m. at AICPI point 1000 was paid and VDA was paid in terms of clause 3. There is no dispute that the burden to prove the demand of FDA and VDA by facts and figures primarily lies upon the person who puts forth the demand and only on discharge of such burden, the onus thereupon shifts to the employer to disprove the claim of employee and not otherwise. Needless to mention, the Party I has failed to prove that the neutralisation of the FDA and the payment of VDA as per the last settlement dated 20.11.1991 does not compensate for increase in AICPI. There is no dispute that the FDA and

VDA are consistently revised under various agreements and the last settlement was 20.11.1991 where the workmen were paid flat rate at Rs. 1425/- p.m. It has also not been proved that the quantum of dearness allowance paid to the workmen is much lower than what is paid to the workmen elsewhere and that it does not neutralise the rise. The Party I has not justified its demand of Rs. 2150/- p.m. as FDA and Rs. 3500/- p.m. as VDA and that there is a need for such a revision. The materials on record therefore do not show that the Party II(1) was paying low dearness allowance in comparison with other similarly placed workmen in other industries or that it is less for the demand to justify. The Party I having failed to prove the above demand, the same is answered in the negative.

82. However, a little peep into the settlement dated 14.4.2001 reveals that the fixed dearness allowance as well as variable dearness allowance have been increased to a considerable extent under clause II than the fixed dearness allowance and variable dearness allowance agreed by the parties in terms of settlement dated 20.11.1991. The Party I would be at a disadvantage, if they are denied the benefit of the higher fixed dearness allowance and variable dearness allowance for the period from 1.10.1995 to 30.9.1998 arrived at in terms of settlement dated 14.4.2001 as there would be discontent amongst the workers with respect to payment of fixed dearness allowance and variable dearness allowance to the workers of Party I. It is therefore, in order to have parity in fixed dearness allowance and variable dearness allowance between the workers of various Unions and to avoid the discontent amongst them, it would be advisable in the interest of workers of Party I and the management that they also be extended the benefit of rise in fixed dearness allowance and variable dearness allowance.

Demand No. 7: **Provident Fund**

83. It is demanded by the Party I that effective from October, 1995 both the Company's and Employees contribution to the Provident Fund should be 12.5% of the total wages/salaries. In the written statement, the Party II(1) has denied that there is any trend in the region for increase in provident fund contribution or that the rates of provident fund in several companies have been increased. Shri Rohidas has claimed that in recent times, the rate of provident fund contribution is required to be made at 10% under the Act and the demand is to increase company's contribution from 10% to 12.5% of the total wages/salaries and the increase asked for is very meager. The Provident Fund is the retirement benefit which would help the workmen to depend on during his old age and therefore contribution be raised. Shri Kurian has repudiated the demand raised by the Party I, but in the cross examination has claimed that for the period from 1995 to 1998, the deduction towards Provident Fund and matching contribution from the employer was done as the statutory was at 12% and prior to that it was at 10%.

84. Admittedly, the deduction towards Provident Fund and matching contribution from the parties for the period from 1995-98 was 12% and not 10% as claimed by Shri Rohidas Naik in the affidavit. There is however no evidence to show that there is a trend prevailing in the region or in the nearby region whereby the contribution to the Provident Fund was at 12.5% of the total wages and therefore, the contention of Party I that the said demand is based on the trend prevailing in the region cannot be accepted. The settlements of ZACL, Merck Ltd., TVT Plant or Kottayam Plant produced on record do not show that they have increased the rate of contribution towards Provident Fund to 12.5% of the total wages. There is also no justification for increase of the said contribution as in the year 1995-98, the statutory deduction towards Provident Fund and matching contribution from the employer was at 12% and not 10% of the total wages claimed by Party I. There is no justification to increase the contribution towards Provident Fund to 12.5% when it is statutorily provided that the contribution should be 12% of the total wages, which the company is contributing. Merely because the company is well established and financially sound or that the additional contribution towards Provident Fund is only 0.5% of the total wages, it cannot be imposed on the company. It is therefore the above demand No. 7 cannot be granted.

Demand No. 8: **Allowances**

85. It is demanded by the Party I that the Company should pay to every permanent workman effective from October 1, 1995 following allowances and the same should be paid along with monthly salaries unless otherwise specified.

(A) **Acting allowance**

It is demanded by the Party I that any permanent workmen if required to work in any higher post or position he should be paid Acting Allowance equivalent to 35% of his own wages/salaries for such day/days he is required to officiate. The Party II(1) in the written statement has submitted that no workmen is required or asked to work in

higher position or post and that there is no practice of asking an employee in any workmen category to officiate as a clerk or supervisor and that if a workmen working in a particular grade is asked to do the work in a higher grade, it is normal practice of the company to pay the said workmen as per the particular grade for the job he had worked in. Shri Kurian has denied the justification of the said demand. He has however admitted that Party II(1) in the settlement of 1991 was paying acting allowance.

86. Shri Kurian also admitted that there is no specific clause in 1991 settlement under which the workmen other than the leave reserve workmen are doing the job of higher grade would be paid at the higher piece rate. Admittedly, there is no clause in the agreement for payment of higher piece rate for the workmen doing job of a higher grade although he has stated that the operator detailed to do the higher grade job would be paid a piece rate of that particular grade for the shift he has worked. He also admitted that there is no specific clause in 1991 settlement incorporating the acting allowance. He admitted that there is a practice for an operator doing higher grade job on payment of piece rate of that particular grade and that there is no such clause in the settlement. Such a practice ought to be incorporated in the agreement. The Party I is claiming acting allowances equivalent to 35% of his own wage for such day he is required to officiate in higher position.

87. There cannot be any dispute that the permanent workmen working in higher post or position should be paid acting allowance, as most of the workmen are required to do work of higher category including workmen from leave reserve category, even though they were designated as Grade IV workmen. There is no proper classification of payment to the workmen for doing such work of higher categories. Acting allowance has been part of service conditions in most of the establishments for the workmen who are doing the work of higher category. There cannot be any dispute that the permanent workmen should be sufficiently compensated for undertaking responsibility of higher category and therefore acting allowance of 25% of his own wages/salaries for such day/days he is required to officiate would be fair and proper.

(B) **Conveyance allowance**

88. It is demanded by the Party I that the Company should pay to every workman Rs. 350/- per month as Conveyance allowance. The Party II(1) in the written statement has claimed that the total emoluments by way of wage packet always includes the factum of expenses that are incurred by an employee while traveling to and fro from the factory and no separate payment is called for. The workmen are also provided with a transport by buses which reach them to the place of work and back. The transport service is heavily subsidized. In clause 9 of the settlement dated 20.11.1991 additional routes have been added. The actual expenses incurred by the workmen are very negligible. Shri Rohidas Naik for Party I has reiterated his demand in the affidavit-in-evidence.

89. Shri Kurian for Party II(1) has claimed that the conveyance allowance is being paid in 1991 settlement under clause III(1) and the workmen with four years of service is paid Rs. 60/- per month as conveyance allowance and between 4 years to 6 years-Rs. 100/- per month and between 6 to 10 years-Rs. 150/- per month and above 11 years–Rs. 200/- per month is paid. He, however admitted that All India Consumer Price Index does not include cost of conveyance and that when the price of fuel increases, the VDA paid does not cover the increase in price of fuel used for conveyance. He also stated that there was no conveyance paid under 1988 settlement and that the management considered the demands in the COD in 1991 settlement for granting conveyance allowance since there was a rise in cost of fuel price. He claimed that an amount of Rs. 1,26,750/- per month would be the cost to the company.

90. The Party I is demanding Rs. 350/- per month to every workmen as conveyance allowance. The evidence shows that the management considered the need for conveyance allowance to be paid to the workmen. Shri Kurian has not denied that both the category of workmen would be using the conveyance other than the transport facility offered by the company. Needless to mention, the workmen is required to go from his residence to the points where vehicles of the company take the workmen to the factory premises. The said emoluments including DA do not take into consideration the local traveling expenses to travel to the points where vehicles of the company take the workmen to the factory premises. Admittedly, there is no housing facility/housing quarter to any of the workmen with Party II(1) near the factory premises and as long as housing facilities are not provided by the employer in the vicinity of the working place and so long as the workmen are required to stay at their respective places away from factory premises, the workmen are required to spend on conveyance to go to the points where the buses of the factory are provided. The company can easily

take the burden of conveyance allowance of around Rs. 250/- per month per workmen considering the financial position. It is therefore, the demand for conveyance allowance @ Rs. 250/- per month per workman is fair and proper.

(C) **Education allowance**

91. It is demanded by the Party I that the Company should pay to every workman Education Allowance of Rs. 250/- per month and the Company should give annual assistance of Rs. 5000/- in the month of May every year to meet the expenses incurred at the start of the schools/colleges academic year. The Party II(1) has claimed that education allowance as separate allowance is unsustainable in as much as AICPI includes and considers educational requirements of the family as an unit. The educational allowance has also been considered by the company while arriving at the total wage packet and the settlement to that effect has been made in 1991. Shri Rohidas Naik has reiterated the said claim in his affidavit. Shri Kurian has stated that the company has been paying educational allowance under clause III(2) of 1991 settlement. He stated that all the confirmed workmen were paid Rs. 250/- per month as children education allowance and children education benefits @ Rs. 300/- per year was paid to workmen with 6 to 11 years of service, while the workmen with 11 years of service and above were paid @ 400/- per year. He also admitted that the workmen with less than 6 years of confirmed service as on 30.1.1991 did not receive children education benefit and that the cost of books, uniform and education which includes fees has increased in 1991 settlement to the year 1998.

92. Shri Kurian has also admitted that there has been a trend in the year 1991 to 1998 for students to take tuition and extra classes and that the admission fees and term fees have also been increased from the year 1991-1998. He also admitted that the benefit of 1991 settlement towards the education allowance was Rs. 44,500/- and towards education benefit was Rs. 2,67,000/- per year and the cost to the company is Rs. 22,500/- per month and the education benefit under the same demand is Rs. 44,50,000/-. The Party I is claiming Rs. 350/- per month as education allowance to every workmen and Rs. 5000/- as annual assistance to meet extra expenses required for term fees, books, uniform, etc. Needless to mention, the company has felt a need to extend the said benefit to the workmen and has already accepted the principle of payment of education allowance to its workmen. The present education allowance was fixed about 6 years ago and Shri Kurian as well as Shri Michael Gracias have admitted that there has been steep rise in the school fees, books and cost of uniform. The workmen are required to spend considerable amount on uniform and miscellaneous requirements of school going children. It is therefore, with such object a claim of Rs. 200/- per month towards education allowance appears to be just and proper.

93. No doubt, it is in the month of June the school reopens and in the month of May the workmen are required to spend money on admission in schools and colleges, so also on uniforms and school fees. The expenses incurred under the head have not been taken into consideration while fixing up wage rates or allowing revision in wage structure. There is a wide difference with respect to the expenses incurred towards education allowance and therefore the claim of revision in education allowance is just and proper to meet rising expenses towards education of the children as helping the children in their studies would create amongst the workmen a good deal of goodwill for the employer. There is a trend in the region to give a substantial amount as education allowance. The factories in the region including Merck Ltd. and Zuari Agro Chemicals Ltd. have been giving amount of Rs. 150/- and Rs. 110/- per month respectively as education allowance. The other units of Party II(1) at Kottayam has been paying a lumpsum of Rs. 2,500/- as education allowance to the children of the confirmed workmen. It is therefore necessary that Party II(1) with sound financial position should pay an amount of Rs. 2,500/- towards education allowance to take care of the increased cost of education. Hence, demand No. 8 (C) is answered accordingly.

(D) **Hill station allowance**

94. It is demanded by the Party I that effective from the year 1995 every workman should be given Hill Station Allowance of Rs. 600/- per annum and the same should be paid along with Leave Travel Allowance and on same terms and conditions. The Party II(1) has claimed that the said demand is unheard of and that there is no practice in the company to pay such allowance to any of the staff or the officers. Shri Rohidas Naik has reiterated his claim in his affidavit. Shri Kurian has stated that Party II(1) has a guest house at Ponda and also guest houses at other places where they have Plants and besides that they do not have any holiday home. He also stated that the officers of the management do not get any allowance towards

holiday or vacation other than LTA. There is no evidence that Party II(1) is having any holiday homes or that the other establishments in the region have been offering such a benefit. There is also nothing on record that the demand for hill station allowance has become a part of service condition in the companies in the region. The companies like Merck Ltd. and Zuari Agro Chemicals Ltd. as well as their own units are not offering such a facility. The demand No. 8 (D) for Hill station allowance is therefore not proper or fair.

(E) **House rent allowance**

95. It is demanded by the Party I that the Company should pay to every workman either Rs. 250/- per month or 35% of his total monthly wages/salaries whichever is higher towards reimbursement of House Rent Allowance. The Party II(1) has claimed that the house rent is part of total wage package and does not justify a separate payment. Nevertheless, the company has been paying fair and adequate house rent allowance in terms of settlement including 1991 settlement. Shri Rohidas Naik has reiterated his claim in his affidavit. Shri Kurian has also concurred that house rent allowance has been paid under clause II(6) of 1991 settlement. He also admitted that HRA is paid to defray the cost of rent paid by the workmen and that the rent payable for houses from year 1991 to 1998 has shot up. He claimed that during the year 1991 to 1998 a sizeable part of permanent workforce in Goa Plant comprises of workmen from Karwar, Belgaum, Coorg and some workmen from Kerala. The cost to the company considering Rs. 250/- per month would be Rs. 2,22,500/- per month.

96. The Party I is demanding Rs. 250/- per month or 35 % of the total monthly wages whichever is higher towards reimbursement of house rent allowance. Admittedly, the other units of Party II(1) viz. Kottayam Plant has been paying HRA of Rs. 500/- p.m. in 2006 settlement and TVT Plant has been paying and Rs. 1320/- p.m. in 2004 settlement. The companies like Merck Ltd. and ZACL as well as their own units are paying HRA. It therefore shows that there is a trend in the region as well as in their own units of payment of HRA. Needless to mention, the scales and the rates paid by Party II(1) towards HRA has remained unchanged since 1991. The company has accepted the principle of paying house tax allowance to its workmen and has been paying on basic salary slabs. There is tremendous increase in the rents charged for housing around the State of Goa. The housing for the workmen has become a necessity as most of the workmen are from outside the State. The demand for house rent allowance therefore appears to be fair and proper. Hence, demand No. 8(E) is granted.

(F) **Leave Travel Allowance**

97. It is demanded by the Party I that the Company should give to every workman with effect from the year 1995, Leave Travel Allowance as mentioned in the claim statement. In defence, the Party II(1) has claimed that they have accepted in principle a leave travel allowance which was introduced in settlement dated 2.5.1985 and incorporated the same in future settlements, last being the settlement on 20.11.1991 and to eligible for LTA, all workmen will be required to put in minimum 200 days attendance. Shri Rohidas Naik has reiterated his claim in affidavit. Shri Kurian has admitted that the workmen who are from other States annually go back to their native place where their parents and ancestral are residing. He also admitted that under clause III(5) at page 8 of the 1991 settlement, the workmen were paid Leave Travel Allowance in slabs of upto 4 years of service - Rs. 200/- and above 4 years of service - Rs. 250/- for workmen in Grade I, while a workman in Grade II to VII upto 4 years of service were paid Rs. 450/-, 4 to 6 years Rs. 550/-, 6 to 11 years Rs. 750/- and 11 years and above Rs. 850/-, once in two years beginning in April 1992. He has claimed that an amount of Rs. 53,40,000/- per annum would be the cost to the company to meet the above demand. He also claimed that the benefit of 1991 settlement for LTA is Rs. 6,45,000/-.

98. There cannot be any dispute that LTA is paid not every year but once in every two years i.e. two times during the period of settlement and therefore, the claim of the above witness that amount of Rs. 53,40,000/- is the cost to the company is incorrect. The witness has admitted that the cost of travel has increased from 1991 to 1998. The Party I is claiming the amount as stated above. The other units of MRF have been paying LTA. The Merck Ltd. and ZACL have also been paying LTA. There cannot be any dispute that from 1991-1998 the cost of travel has increased. Leave Travel Allowance should therefore be paid to the every workman as reimbursement toward travelling expenses on production of bills for a workman of services upto 5 years for maximum amount of Rs. 2000/- from the year 1995; for a workman for service of 5 years and more but less than 10 years Rs. 2500/-; for a workman for service of 10 years and more but less than 15 years Rs. 3000/- and for a workman for service of 15 years and more Rs. 3500/- and the same would be fair and justified. Hence, the demand No. 8 (F) is partly granted.

(G) **Holiday Home Hire Allowance**

99. It is demanded by the Party I that effective from the year 1995 every workman should be given Rs. 600/- every year towards Holiday Home Hire Allowance and should be paid along with leave allowance and on same terms and conditions. In the written statement, the Party II(1) claimed that the said concept of the demand is unheard of and in reality such extension of benefit is not made till date in as much as there is no merit as such. Shri Rohidas Naik has reiterated the said demand. Shri Kurian has stated that they are not paying holiday home hire allowance. There is nothing on record that there is a trend prevailing in the region to pay such an allowance to the workmen nor there is any evidence that there has been steep rise in charges at hotels and guest houses. The demand No. 8(G) of Party I is therefore not just and fair considering that the workman has been paid enhanced Leave Travel Allowance.

(H) **Lunch allowance**

100. It is demanded by the Party I that any workman who is required to go out on the Company's work and cannot return during the normal lunch time, should be paid Rs. 40/- for that day as lunch allowance. The Party II(1) in the written statement has stated that in the settlement of 1984, workman sent on duty outside the factory premises would be paid Rs. 7/- as lunch/out duty allowance and Rs. 15/- in the event of the workmen having to stay for lunch as well as dinner and in case, if necessitated the overnight stay, the workman shall be paid Rs. 30/-. Shri Rohidas has reiterated the above demand which has been repudiated by Party II(1). Admittedly, there has been principle of paying lunch/out duty allowance to the workmen who are required to go out on the Company's work and cannot return during the normal lunch time. There has been steep rise in food prices from 1984 to 1995. The workmen who go out on official duty/out-duty is required to spend nothing less than Rs. 30/- to Rs. 40/- as lunch expenses. It is therefore the demand No. 8 (H) of the Party I for payment of Rs. 40/- to those workmen who go out on official duty is just fair and reasonable.

(I) **Newspaper Purchase Allowance**

101. It is demanded by the Party I that every workman should be given Newspaper purchase allowance of Rs. 100/- per month. In the written statement, the Party II(1) has claimed that the newspaper and other periodicals are provided in the canteen to which all the workmen have access. The demand for newspaper allowance has no basis whatsoever. The newspaper can be read at public library in recreation club which has been in existence in the premises of the credit society and therefore the demand is unreasonable. Shri Rohidas Naik has reiterated the said demand. Shri Kurian has admitted that the company is not paying newspaper purchase allowance. The Party I has demanded Rs. 100/- as newspaper allowance. There is nothing on record that there is a trend in the region to pay this allowance, however with fast spread of education the workmen have started taking interest in reading newspapers and getting themselves acquainted with latest development in the world with respect to labour movements and various facilities being offered to labour force. There is no library room in the entire factory premises. The workmen are also interested in getting more knowledge about their own trade and industry in general from newspapers and magazine which may also increase in higher production. Normally, a workman reads one daily and one magazine which would come to about Rs. 50/- to Rs. 60/- per month. It cannot be lost sight of the fact that newspapers and magazines have become very essential in every workman's and his family life and therefore, an amount of Rs. 50/- per month per workmen is just and proper. Hence, demand No. 8(I) is partly granted.

(J) **Social Security allowance**

102. It is demanded by the Party I that every workman should be given Social Security Allowance of Rs. 100/- per month. In the written statement, the Party II(1) has claimed that the demand is not justified and infact the recent amendment to the Employees Provident Fund Act introducing Pensionary benefits and increasing the contribution of the employer as well as amendment to the Payment of Gratuity Act eliminating the ceiling both in respect of eligibility as well as receipt of the total quantum is itself indication that legislature has taken care to meet social need. Shri Rohidas has claimed that every workman shall be given social security allowance at Rs. 100/- per month and that there is a trend of giving social security allowance. Shri Kurian has admitted that there is no social security allowance being given to the workmen. He also stated that from the year 1991 to 1995 no social security allowance was paid to the workmen and that he is unable to tell whether Party II(1) is a member of and avails of any Government Social Security Scheme. Shri Kurian has claimed that the cost to the company would be Rs. 89,000/- per month.

103. There is nothing on record that there is a trend in the region to give or to pay social security allowance to its workmen. Admittedly, in the settlement of 2003 of TVT Plant at Exh. 293, there is a fund called 'Social Welfare Fund' under clause 12 and the contribution of hourly rated workmen per month towards welfare fund was agreed to be increased from Rs. 22 to Rs. 30/- and company would provide matching contribution every month and the existing benefit to workmen from out of this fund would continue as pointed out by Party I. The Party I however is not seeking to create such a fund or to contribute towards the fund. On the contrary, the Party I is demanding Rs. 100/- from Party II(1) as social security allowance, which is not a trend in the region or in the other units of the company. Moreover, the social security requirements of workmen have been provided by various legislations including Employees Provident Fund Act and Payment of Gratuity Act, so also Employees State Insurance Act which take care of medical, health and other benefits for which the employer substantially contributes. It is therefore the demand No. 8(J) is not fair and proper.

(K) **Petrol and maintenance allowance**

104. It is demanded by the Party I that the Company should pay to every workman having Motorcycle/Scooter/Moped petrol allowance of Rs. 1,200/- per month effective from October 1, 1995. In the written statement, the Party II(1) has claimed that there is no justification to raise the demand. The workmen are already provided with transport facility along with conveyance allowance and if workman wants to maintain any vehicle, it is expected to bear the cost. Shri Rohidas Naik has reiterated the said demand. Shri Kurian has admitted that the company is not paying petrol and maintenance allowance. The Party I is claiming Rs. 1200/- towards petrol and maintenance allowance and claimed that at the time of raising Charter of demands, the price of petrol in Goa was nearly Rs. 26/- per litre. There is no dispute that there is no practice in the region to grant petrol and maintenance allowance to its workmen. The Party I is claiming Rs. 300/- per month towards conveyance allowance and it was held that an amount of Rs. 250/- would be fair and proper. The management is also providing transport facility to its workmen and inspite of such facilities, if the workman wants to use the vehicle and maintain it; he has to bear the cost considering that he is being paid conveyance allowance. It is therefore the demand No. 8(K) for Petrol and maintenance allowance appears to be unfair and unjustified.

(L) **Entertainment Allowance**

105. It is demanded by the Party I that the Company should give to every workman Entertainment allowance on the basis as mentioned in the claim statement. The Party II(1) in the written statement has stated that the demand is absolutely preposterous and has no basis and therefore, the question of paying entertainment allowance does not arise. Shri Rohidas Naik has reiterated the said demand. Shri Kurian has admitted that the company is not paying entertainment allowance. He also stated that an amount of Rs. 4,29,420/- would be the cost to the company. Party I has claimed that clause 18 of the settlement of TVT Plant at Exh. 293 provides for the concept like 'Fine Art Society' to be formed with equal contribution from the workmen and the management and as per the said clause, Rs. 10/- will be used for programmes and remaining amount will be used for helping those workmen who suffer from major illness. However, the Party I has not raised such a demand to have a Fine Art Society unlike the case of TVT Plant, where the workmen and management are contributing towards the fund and some amount was used for holding programmes. The concept of entertainment allowance and forming Fine Art Society for holding programmes is totally different. The demand of Party I has no basis nor it is paid by any of the industries in the region or by their other units. It is therefore the question of payment of entertainment allowance does not arise. Hence, the demand No. 8(L) for entertainment allowance cannot be granted.

(M) **House Maintenance Allowance**

106. It is demanded by the Party I that the Company should pay an amount of Rs. 7,000/- or an amount equivalent to two thirds total salary of a workman computed on basis of Basic salary, Dearness allowance, Fixed Dearness allowance and H.R.A. for the month of April, every year whichever is higher subject to maximum amount of Rs. 7,000/- should be paid to workmen with service of 5 years and more as on December 31, 1995 or on 31st December in any year hereinafter. In the written statement, the Party II(1) has claimed that there is no justification for extension of house maintenance allowance nor there is a trend in the region as such. Shri Rohidas Naik has reiterated the said demand. Shri Kurian has admitted that the company is not paying house maintenance allowance as of now and that cost of the company for making such a demand would be Rs. 62,30,000/-.

107. The Party I is claiming an amount of Rs. 7,000/- or an amount equivalent to two thirds total salary of a workmen on the basis of Basic Salary, Dearness Allowance, Fixed Dearness Allowance, House Rent Allowance for the month of April every year, whichever is higher subject to maximum amount of Rs. 7,000/-. There is no such trend of paying house maintenance allowance to its workers in the region, nor it has been shown that their other units have been paying the said benefit. The Party I on one hand claims that most of the workmen have purchased flats by obtaining loan but on the other hand found complaining that the wages/salaries of the workmen are too poor to keep their flats in good condition. It is not shown as to how many of the confirmed workmen have purchased flats from Co-operative societies. If the workmen have purchased the flats or the houses with the existing wages or from the loan, it is not expected of them that the company should maintain such houses as it is the duty of the person who purchases the house or the flat to maintain the same. The demand No. 8(M) is therefore not fair and proper.

(N) **Monsoon Allowance**

108. It is demanded by the Party I that the Company should pay to every workman Rs. 1,000/- per annum to be paid in the month of May every year for purchase of monsoon shoes, gumboots, raincoat, umbrella, etc. for himself and his family. The Party II(1) in the written statement has stated that the company has been providing good quality of raincoats and a pair of gumboots every two years and the workman has been reimbursed a sum of Rs. 150/- per year towards purchase of umbrella in the month of June every year and every alternate year they are issued raincoats and a pair of gumboots to all the workmen in 8 departments. Shri Rohidas Naik has reiterated the said demand and claimed that many of the workmen of Party I remain absent for want of monsoon wear. Shri Kurian has stated that they are not paying monsoon allowance and that gumboots, raincoats and umbrellas are provided only to the workmen who work in maintenance department and watch and ward as stated in 1991 settlement but are not provided to entire workforce. It is a matter of record that the workmen have been already provided for raincoats, umbrella, gumboots and safety shoes in demand No. 38 and therefore the above demand for monsoon allowance for the workmen and his family appears to be redundant. Hence, the demand No. 8(N) for monsoon allowance is answered accordingly.

(O) **Shift Working Allowance**

109. It is demanded by the Party I that an employee who is required to work in General/First shift should be paid 10% of Basic+D.A.+H.R.A. per shift, for second shift 15% of Basic + D.A.+ H.R.A. per shift and 20% of Basic+ D.A.+H.R.A. per shift for third shift working. The Party II(1) in the written statement has stated that shift allowance has been provided for in the settlements from 16.10.76 to 20.11.91 in the event of a workman working in second and third shifts would be paid Rs. 2/- and Rs. 4/- per shift respectively. Shri Rohidas Naik has reiterated the said demand. Shri Kurian has stated that the shift allowance paid to the workmen for working in the second shift under 1991 settlement is Rs. 2/- per shift and for third shift Rs. 4/- per shift and under 1981 settlement shift allowance for working in second shift was Rs. 0.80, while for the third shift it was Rs. 1.60 per shift, while for 1984 settlement, second shift was Rs. 0.40 per shift and for the third shift it was Rs. 0.80 per shift. He also admitted that the workmen who has to report for the first shift at 8.00 a.m. would be required to leave his residence at Betul at 6.30 a.m. and on completion of shift at 4.00 p.m. He also stated that the companies such as Merck Ltd., Finolex and Nestle which are situated in the vicinity of the Usgao factory of Party II(1) have a shift system.

110. There is no justification for payment of shift allowance for the first shift although the production is continuous and the workman has to report for duty at 8.00 a.m. The Party I is demanding shift allowance for working in general shift and increase in allowance in second and third shift. The first shift commences from 8.05 a.m. to 16.05 p.m. during day time. There cannot be any inconvenience being caused to the workman in the said main/regular shift. Shift allowance is paid only for two shifts i.e. second and third shifts. The second and third shifts are recognised under the Factories Act to be an inseparable part of the service condition of a workman and Certified Standing Orders of the company also provides for the same as per clause 8. There is nothing exceptional for working in shifts by the workmen. There is therefore no justification for shift allowance during regular shift. The shift allowance for a workman working in second and third shifts as provided in 1991 and 2001 settlement is fair and reasonable. The Party I has also not given any justification for increase of the shift allowance as claimed by them in the claim statement and therefore, the demand No. 8(O) cannot be granted.

(P) **Washing allowance**

111. It is demanded by the Party I that the Company should pay to every workman washing allowance of Rs. 200/- per month. The Party II(1) in the written statement claimed that the washing allowance has always been paid to the workman and the last settlement dated 20.11.1991 provides an increase in washing allowance. Shri Rohidas Naik has reiterated the said demand. Shri Kurian has claimed that under the 1988 settlement, the Washing Allowance was Rs. 1/- per day i.e. Rs. 26/- per month, while under the 1991 settlement, the Washing Allowance was raised to Rs. 1.50 per day i.e. Rs. 39/- per month. Shri Kurian has also stated that benefit of 1991 settlement towards washing allowance is Rs. 34,710/- per month and the cost of demand to the company @ Rs. 200/- per month is Rs. 1,78,000/- per month. There is no change of washing allowance from 1991 to 2001. The reason why washing allowance was given is to wash their uniforms. There is no dispute that the uniforms of the workmen get spoiled and that the company does not have any laundry service within the factory. The uniforms have to be washed either at their respective residences or in the laundry. The ZACL is also providing washing allowance to the workmen although it is a close system, unlike MRF Ltd. The Party II(1) therefore shall pay Rs. 5/- per day as washing allowance i.e. Rs. 130/- per month which would be fair and reasonable. Hence, the demand No. 8(P) is answered accordingly.

(Q) **Weekly off/paid holiday working allowance**

112. It is demanded by the Party I that for working on a weekly off day or on a paid holiday, the Company should pay weekly off/paid holidays working allowance on the following basis i.e. for weekly off day working 3 days wages/salaries, if no substitute off is given or 2 days wages/salaries if substitute off is given and for paid holidays 4 days wage/salaries. In the written statement, the Party II(1) has stated that the various settlements extended the benefits of overtime as well as paid holidays including settlement dated 2.5.84, settlement dated 18.1.88 and settlement dated 20.11.91 and therefore does not need any additional revision. Shri Rohidas Naik has stated that the company has already accepted the principle of paying overtime/holiday/working payment to its workmen at its factory and that the workmen are required to be compensated specially those working in essential services coming to work on holidays, election days or weekly off days depending upon exigencies of work.

113. Shri Kurian has stated that the paid holidays under the 1991 settlement are seven days specified in Annexure IV(A), however a workman would not be entitled to avail of the paid holiday, if he has remained absent either a day prior or a day after the paid holiday and under the above circumstance, the wage due on the paid holiday of the workman would be deducted in case of his absence either one day prior or one day after the paid holiday and for working on a Sunday or weekly off or on a paid holiday, the workman is paid extra wage at the rates specified in clause IV(3) at page 12 of settlement of 1991 according to the grades specified therein. He also stated that the paid holiday referred to in 1991 settlement does not include a holiday declared for elections and that the company pays the workman his wage for a Government declared paid election holiday. He also claimed that the management requires the electricians and the boiler house workmen who come under essential services to work on paid holidays and paid election holidays and on those days, the workmen are paid at the rates specified in clause IV(3) of 1991 settlement.

114. Needless to mention, the demand of Party I is to increase the allowance for the workman working on weekly off/paid holiday. It is however noted that there is gradual increase of payment for working on the weekly off/paid holiday in the settlements dated 18.1.88, 20.11.91 and 14.4.2001 respectively. The Party I has failed to justify the amount in respect of the demand raised by them as the workers are paid on piece rated basis. There is certainly inflation from 1995-1998 and therefore the workmen working on Sundays and weekly off/paid holidays shall be paid extra wages over the normal daily wages of 100% of piece rate and efficiency bonus earned for that day and the workmen working on paid holidays shall be paid extra 200% of the piece rate and the efficiency bonus earned for that day over and above normal wage earned for that day. Hence, the demand No. 8(Q) is granted.

(R) **Picnic Allowance**

115. It is demanded by the Party I that effective from year 1995 the Company should pay to every workman picnic allowance of Rs. 1,500/- per annum. The Party II(1) in the written statement has claimed that the picnic allowance cannot form the subject matter of industrial dispute. Shri Rohidas Naik has reiterated the said demand, however he has admitted that the picnic allowance was not being paid by the company in earlier settlements, but company has been providing free transport for the

purpose of picnic. Shri Kurian has denied that picnic allowance is being provided by the company. There is nothing on record that due to pollution in the company, the workmen are required to go out with their families with other workmen for picnics. There is also no evidence adduced on record that their other establishments have been providing picnic allowance to the workmen as demanded by them in the claim statement. Shri Rohidas having admitted that the company is providing free transport for picnics, the above demand cannot be granted as demand No. 8(R) is neither fair nor proper.

(S) **Milk allowance**

116. It is demanded by Party I that the Company should pay to every workman milk allowance of Rs. 15/- per day of work. The Party II(1) in the written statement has claimed that there is no trend in the region to pay milk allowance. Shri Rohidas Naik reiterated the said demand. Shri Kurian has stated that the Party II(1) has not provided milk allowance in any of the settlements. The settlements of ZACL and Merck Ltd. produced on record do not show that the said establishments are providing milk allowances to its workmen. Similarly, the settlements of TVT Plant and Kottayam Plant also do not provide for milk allowance to its workmen. There is also no trend in the region or their other establishments to pay milk allowance to its workmen. It is also not established that the products are highly toxic or it leads to dizziness or vomiting or abdominal pains or irritation in the eye, nose, throat or the workmen are likely to go in coma as alleged by them. It is also not explained as to how milk allowance would cure the above alleged ailments. It is therefore the demand No. 8(S) stands rejected.

(T) **Hazard allowance**

117. It is demanded by the Party I that the Company should pay to every workman hazard allowance of Rs. 100/- per month. In the written statement, the Party II(1) has denied that the chemical products required for manufacture of tyres and other allied products are obnoxious in nature or that the chemical products are highly polymerized or fire retardant and that the non disposable waste material are burnt in the incinerator under the supervision of Safety Officer and has in operation a full-fledged affluent Plant nor any health problem are caused to the workmen working near press/moulds. Shri Rohidas Naik has reiterated the said demand. It is claimed by him that the company has been manufacturing tyres and other products and leave behind carbon residue and also emit heavy amount of heat and steam thereby causing serious health problem to the workmen as presses/moulds operate at very high temperature, which require very cautious handling.

118. Shri Kurian has denied of causing any health hazard to its workmen. He in the cross examination has stated that the Party II(1) has not provided hazard allowance in any of the settlements. He also stated that the chemicals which they use in the factory are sulphur, zinc oxide, carbon, formaldehyde, powdered stearic acid and also uses rubber solvent and for running the factory, the Party II(1) requires clearance from the Pollution Control Board under the Air Act, Water Act and Environment Protection Act and that the Party II(1) is required by the Pollution Control Board to monitor its quality of air and effluents produced by it for which it maintains stations for such testing. He also stated that there is an Effluent Treatment Plant in the factory and that the Effluent Treatment Plant treats their industrial effluents. He claimed that the Plant is required to also keep a check on the ambient noise levels i.e. for the purpose of sound pollution and that the above requirements are set by the Pollution Control Board on the basis of their reports and submission of the process of manufacture to the Pollution Control Board.

119. There is no evidence contrary to above safety norms adopted by the company. The settlements of ZACL and Merck Ltd. produced on record do not show that the said establishments are providing hazard allowances to its workmen. Similarly, the settlements of TVT Plant and Kottayam Plant also do not provide for hazard allowance to its workmen. There is also no trend in the region or their other establishments to pay hazard allowance. It is also not established that the chemical products required for manufacture of tyres are obnoxious in nature or highly polluted. No witness has been examined to prove that the chemical used to manufacture the products are classified as hazardous by Inspectorate of Factories and Boilers or that non disposable waste material are not disposed of under safety norms or that the factory has no full-fledged affluent Plant in operation or that serious health problems are caused to the workmen working in the factory and that the workmen are exposed to high risk or danger due to high temperature or pollution. The Party II(1) has not shown any justification for grant of the said demand and therefore the demand No. 8(T) stands rejected.

(U) **Factory allowance**

120. It is demanded by the Party I that the Company should pay all permanent workmen working in the factory, factory allowance of Rs. 200/- per month. In the written statement, the Party II(1) has denied that the company has accepted the principle of payment of Plant/factory allowance to various departments or that there is a trend in the region to pay factory allowances as alleged. Shri Rohidas in the evidence has stated that the company has already accepted the payment of Plant allowance and the nomenclature has been changed to factory allowance. The Party I has only demanded an increase in the same. Shri Kurian has stated that Party II(1) has not provided for factory allowance in any of the settlements. There is nothing on record that the company has accepted the principle of payment of factory/Plant allowance to its workmen. The Party I has not shown any justification for granting the said allowance nor shown that its other establishments are paying such an allowance to its workmen. The settlement of ZACL at Exh. 210 pays factory allowance to certain category of employees but it does not show to which category of employees such allowance is paid. The Party II(1) has not shown any justification for grant of the said demand and therefore the demand No. 8(U) stands rejected.

(V) **Special allowance**

121. It is demanded by the Party I that the Company should pay all confirmed workmen working in the departments a special allowance per shift as per table given in the claim statement. It is also demanded that the welders, electricians, machine shop mechanics should be paid allowance of the department they work in or attend to breakdown, electrical, instrumentation workmen, welders, mobile mechanics, machine shop mechanics, engineering helpers, sweepers, working part of the shift in Banbury or Tyre curing departments will also be eligible for special allowance as per notification in work sheets at the rates mentioned in the claim statement. The Party II(1) in the written statement has claimed that the special allowance has been paid to the workmen under various settlements and last such settlement was dated 20.11.1991, and as such the demand is unjustified.

122. Shri Rohidas Naik has claimed that the company has already accepted the principle of paying special allowance to its workmen who are required to work during lunch/dinner/breakfast time as per the list mentioned in the claim statement. Shri Kurian has denied the said claim but has stated that the Special Allowance has been paid by Party II(1) under the 1988 and 1991 settlement. In 1988 settlement, it was paid to workmen from Banbury and Tyre Curing Department and to the solution man in the Dip Unit and the rate at which they were paid special allowance under that settlement was raised from Rs. 1/- per shift to Rs. 1.50 per shift. He also claimed that under the 1988 settlement, engineering workmen assigned to work in the Banbury and Curing Department only were paid special allowance of Rs. 1.50 per shift and under 1988 settlement, only welders, cement house operators, tyre finishing operators, boiler house mechanic and stock suppliers were paid special allowance @ Rs.1/- per shift. He also admitted that under the 1991 settlement, workmen who works in two continuous shifts would be paid a special allowance twice i.e. for both the shifts.

123. Needless to mention, the special allowance is paid to the workmen for working during lunch/ /breakfast/dinner time. There is no justification for denying special allowance to all the workmen who are working during lunch/breakfast/dinner time. It is admitted fact that in last settlement in 1991, special allowances were paid to 23 departments including electrical, instrumentation workmen, welders, mobile mechanics, machine shop mechanics, engineering helpers, sweepers etc. There is therefore concept of payment of Special allowance to its workmen who are required to work during lunch/dinner/breakfast time. There is no denying the fact that the workers mentioned in the list under the above demand are also required to pay the Special allowance in case they work during the lunch/dinner and breakfast time. The Party I is demanding Rs.20/- to Rs. 35/- to the different set of workers mentioned therein, however having regard to the facts of the case, an uniform amount of Rs. 20/- per shift would be fair and justified. It is therefore the demand No. 8(V) for Special allowance is answered accordingly.

(W) **Weight lifting allowance**

124. It is demanded by Party I that the Company shall pay all Curing Operators Weight Lifting allowance of Rs. 10/- per shift and the load should not be more than 50 kgs. The Party II(1) in the written statement has stated that the workmen in the Curing department are specifically engaged in loading and removal of tyres from the press and the only job they perform is of such a nature and that the curing operation involves various jobs done by a crew and loading and removing of tyres is one

of the operations of the curing process which is done in rotation by the crew members with other jobs of the curing process. Shri Rohidas Naik has stated that the curing operators are required to load and remove the tyres from the press/mould manually weighing nearly about 55 kgs. each and that in every shift there are about 900-1000 green tyres and 800-850 final tyres and each operator is required to lift a tyre weighing 55 kgs. approximately nearly 4-5 times during the process of curing and the said work takes a very heavy toll on the workmen and therefore, the demand of Rs. 50/- per shift be granted.

125. Shri Michael Gracias has admitted that the weight of a green tyre is in the range of 42 kgs. to 62 kgs. depending on the ply rating. He however stated that whenever products are heavy and difficult to carry, adequate provisions of hydraulic trolleys, chain blocks of motorized mechanisms are provided. There is no dispute that the Party I is demanding weight lifting allowance of Rs. 10/-per shift to all curing operators. There is no such allowance in any of the settlements. There is no dispute that the Party II(1) has claimed that aids like hoist chain blocks, etc. are provided to lift any heavy item beyond the ability of concerned workmen. The above fact has not been in dispute. It is admitted fact that the only workmen in Curing department are engaged in loading and removal of tyres from the press/mould and the only job they perform is of such a nature. There is no dispute that curing operations involve various jobs done by a crew and loading and removing of tyres is one of the operations of curing process and such operation is done in rotation by the crew members. The Party II(1) has not shown any justification for grant of the said demand and therefore, the demand No. 8(W) stands rejected.

Demand No. 9: **Staggering Allowance**

126. It is demanded by Party I that effective from October 1, 1995 the workmen who are required to work on a staggering weekly off should be paid staggering allowance of Rs. 250/- per month. In the written statement, the Party II(1) has stated that the working on staggered weekly off system is a well established practice and is accepted by the industry at large and has been covered by various legislations specifying the number of hours that the workmen may be required to work. The wages for working on weekly off days have been covered under various settlements including settlement dated 20.11.91 and does not require any further reference. Shri Rohidas has stated that many companies in the region have already accepted the principle of paying staggering allowance to its workmen who work on weekly off on staggering basis. Shri Kurian has repudiated the said claim but admitted that the hours of work(shifts) changes/staggered by one week at a time, but the weekly off of the workman remains the same. He also stated that there are times where on need basis, the workman works on his weekly off. He also stated that the workman starts his next staggered shift immediately after his weekly off i.e. to say in each week, he will work in one shift earlier than that in which he worked in the previous week and that there is no compensation offered to the workman for following staggered weekly shifts with an off during the week between the shifts.

127. There is no dispute that the company does not pay staggering allowance to shift employee who work on staggering weekly off. The other units of Party II(1) whose settlements have been produced including TVT Plant and Kottayam Plant do not pay any staggering allowance to the workmen working on staggered weekly off. The Settlement dated 20.11.91 of Party II(1) pays the workmen required to work on Sunday/weekly off days as well as company declared paid holiday an extra wage over and above the normal daily wage. There is therefore no justification for payment of staggering allowance as claimed by the Party I. The Party II(1) having system of paying extra wages for working on weekly off as per the settlements, the demand of Party I for payment of staggering weekly off of Rs. 250/- per month pales into insignificance. Hence, the demand No. 9 cannot be granted.

Demand No. 10: **Bonus**

128. It is demanded by Party I that the Company should pay bonus to every workman for the year 1995, 1996, 1997 and 1998 at the rate of 25% of the gross wages/salaries without any ceiling. In defence, the Party II(1) has stated that the company has been paying bonus to its workmen who are covered under Payment of Bonus Act. The annual bonus paid to its workmen is appreciably high and needs no further consideration, besides the quantum of payment is covered by the statute. Shri Rohidas has stated that the company has augmented huge profits in the periods under dispute and that the workmen are entitled for the annual bonus @ 25% of the gross salary without any ceiling. The demand has been repudiated by Shri T.M. Kurian. He has stated that the annual bonus paid to the workmen under the 1991 settlement was bonus payable under the Payment

of Bonus Act, 1965. The payment of annual bonus was incorporated under clause V(1)(a) of the 1991 settlement.

129. Shri Kurian has also claimed that all the workmen in the year 1991 when the settlement at Exh. 116 was signed, earned wages of more than Rs. 1600/- or as on 1.4.1993, earned more than Rs. 2500/- as wage and did not come within the definition of "employee" under the Payment of Bonus Act, 1965. He further clarified that if the workmen under the 1991 settlement was not covered by the Bonus Act, by virtue of his wage being higher than the amount prescribed under the coverage of the Act, he would be paid annual bonus at the rate specified in the said Act i.e. minimum at 8.33% and maximum of 20% of the allocable surplus of Party II(1) i.e. MRF Ltd. He also admitted that the Party II(1) has been paying annual bonus @ 20% from 1991 onwards.

130. Discernibly, the demand of Party I for annual bonus @ 25% of the gross salary is 5% more than the rate at which the Party (II)1 has been statutorily paying to all its workers. There is no dispute that the minimum rate of annual bonus to be paid to the workers as per the Act is at 8.33% and the maximum is 20% of the allocable surplus of Party II(1). There is however no evidence on record of the allocable surplus year-wise from the year 1991 to the year 1995. Be that as it may, it is an admitted fact that the annual bonus paid to the workmen under 1991 settlement was bonus payable under Payment of Bonus Act and the said fact is incorporated under clause V(1)(a) of 1991 settlement and that when the settlement was signed, the workmen did not come within the definition of 'employee' under the Payment of Bonus Act, 1965 and the Party I who signed the said settlement has accepted the said position.

131. There may be no prohibition to pay more than 20% as bonus on the gross salary of the workmen as Payment of Bonus Act is not applicable to the workmen. However, it is an admitted fact the maximum bonus of 20% on the gross salary is paid to all the workmen till date. There is no trend in the region as well as in their own units elsewhere of payment of annual bonus @ 25% of the gross salary without any ceiling. The settlement of TVT Plant at Exh. 293 does not show that payment of bonus is more than prescribed under the Act. There is therefore no principle of payment of bonus exceeding 20% on gross salary to the workers at the factory, even if they are not covered under the Act. The annual bonus paid to its workmen is quite high and needs no reconsideration. It is therefore, the demand No. 10 is answered in the negative.

Demand No. 11: **Christmas/Ganesh Chaturti/Id--ul-fitr Festival Allowance**

132. It is demanded by Party I that the Company should pay to every workman Christmas/Ganesh Chaturthi/Id-Ul-Fitr festival allowance of Rs. 1,000/- to be paid ten days before Christmas/Ganesh Chaturthi/Id-Ul-Fitr festival and the Company should give festival advance of Rs. 3,000/- (Rupees Three thousand only) to all permanent workmen to be recovered in 12 monthly installments interest free. In the written statement, the Party II(1) has stated that the company has been gratuitously providing recoverable interest free festival advance and the amount which is unilaterally given as Rs. 300/- per year and now at Rs. 1000/- per year. Shri Rohidas in the affidavit has stated that there is a trend in the region to pay festival irrecoverable allowance to its workmen so as to celebrate festivals mentioned in the demand, which help the workmen to gain better social tolerance towards each other. Shri Kurian has claimed that the Party II(1) did not have any system of paying festival allowance to the workmen in the past but have concept of giving festival advance, although it is not incorporated in any of the settlements. He further claimed that the Party II(1) under the scheme advances a sum of Rs. 1000/- on the request of the workmen into his bank account which amount is deducted in monthly installments from his salary thereafter. He claimed that currently they are paying festival advance of Rs. 5,000/-.

133. Be that as it may, there is no provision in the settlement of the Party II(1) as well settlements of the industries located in the region to provide festival allowance to its workmen during Christmas/Ganesh Chaturthi/Id-Ul-Fitr festivities. Merely because, the company has a sound financial background, irrecoverable festival allowance to celebrate the festivities mentioned in the demand cannot be granted. Nonetheless, Shri Kurian has admitted that there is a system of advancing Rs. 1000/- as festival advance on the request of workmen which is deducted in monthly installments from its salary. The settlement of the Kottayam Plant at Exh. 216 provides festival advance to all confirmed workmen of Rs. 2000/- recoverable in 10 equal monthly installments. The demand of Party I of Rs. 3000/- as festival advance could be reduced to Rs. 2000/- recoverable in 10 monthly installments from the salary, if the workman demands for the same. It is therefore the above demand No. 11 is partly granted.

Demand No. 12: **Funeral Expenses**

134. It is demanded by Party I that the Company should give to every workman funeral expenses of Rs. 2000/- incurred by him at the time of death of his parents/wife/husband/child. In the written statement, the Party II(1) has stated that they are paying fixed amount towards funeral expenses and hardship allowance to the immediate family members, in the event of death of a workman. There is also death relief scheme under settlement dated 20-11-91 in the unforeseen event of death of a workmen as each confirmed workmen contributes Rs. 50/- and the company also contributes a matching amount and the said amount is given to the immediate heirs of the deceased workmen. Shri Rohidas has stated that the company is duty bound to help its workmen in such emergencies as it is a social and moral responsibility of the company to help its workmen in case of such a tragedy in workmen's family. Shri Kurian has stated that in case of workmen's death, the Party II(1) is paying to workmen's family one month salary as a contingency amount as a sum of money towards his funeral expenses, however, the said provision is not a part of settlement but is followed since last many years. He, however clarified that the company is paying Rs. 1000/- towards funeral expenses towards death of workmen's parent/ /child/spouse.

135. Needless to mention, there is a system of payment of fixed amount towards funeral expenses on the death of a workmen or his immediate family members. The demand of Party I is to give every workman and his family members funeral expenses of Rs. 2000/-. There is however no such provision in the settlements of Party II(1), although there is a system of payment of fixed amount towards funeral expenses in the event of death of a workmen. The amount of Rs. 1000/- being paid to the immediate family members of the workman on the death of the workman would be sufficient enough to meet expenses. There is also nothing on record that many companies in the region give funeral expenses to its workmen or immediate members of his family. The company on its own is providing financial assistance to its workmen in such emergencies as claimed by Shri Kurian in the cross examination who has stated that in case of workmen's death, the Party II(1) is paying workmen's family one month's salary as contingency amount and sum of Rs. 1000/- towards his funeral expenses, which practice they have been following for some years. The demand of Party I of giving every workmen funeral expenses of Rs. 2000/- at the time of death of his parents, his wife or children is therefore not proper as company has been paying funeral expenses of Rs. 1000/- to its workers along with one month's salary as contingency amount. The above demand No. 12 for funeral expenses therefore cannot be granted.

Demand No. 13: **Tubectomy/Vasectomy Allowance**

136. It is demanded by the Party I that in case any female/male workman should get herself/ himself operated for Tubectomy/Vasectomy after birth of first/second child, she/he should be given one month's additional salary and 15 days special leave. In the written statement, the Party II(1) has stated that incentives as recommended by family welfare schemes of the Central/State Government are extended to its workmen to undergo tubectomy/vasectomy. Shri Rohidas has stated that there is a trend prevailing in the region to pay the said allowance to the workmen as the country has been facing overpopulation problem and therefore necessary to encourage family planning amongst the workmen. Shri Kurian has stated that in the past, the workmen or his spouse would be given special leave of 3 days, if they were to undergo tubectomy or vasectomy operation, but he cannot say if the workmen were paid any amount, in the event such operation was undertaken by him or his spouse. Shri Gracias also admitted that tubectomy/vasectomy allowance was not included in any of the settlements, but there was prevailing practice to pay an amount to the workmen prior to 1988 and grant of 3 days special leave to workmen for undergoing tubectomy/vasectomy which was a part of same practice prior to 1988.

137. The Party I is demanding one month's additional salary and 15 days special leave for getting the workman himself or his spouse operated for tubectomy/vasectomy after birth of first or second child. Shri Kurian has however admitted that the workmen or his spouse used to be given 3 days special leave if they undergo tubectomy or vasectomy operation. The said fact is not denied. There is also nothing on record that there is a trend in the region to pay one month additional salary and 15 days special leave nor it is found reflected in the settlements of MRF, Merck Ltd. or ZACL produced on record. Merely because the financial position of Party II(1) is sound, the company cannot be burdened with such a demand. No doubt, as admitted by Shri Kurian the workman was given 3 days special leave if he or his spouse underwent such an operation. The demand No. 12 therefore cannot be granted.

Demand No. 14: **Gratuity**

138. It is demanded by Party I that the present gratuity scheme for the workmen should be revised and the revised scheme should be as mentioned in the claim statement. In defence, the Party II(1) has stated that the payment of gratuity is covered by statute under Payment of Gratuity Act, 1972. The Party I have no right to claim gratuity at a higher rate than that is provided for under the Payment of Gratuity Act and amendments therewith and hence, the demand should be rejected. Besides, the family of the deceased or disabled workman in unforeseen circumstances is taken care of by the provision of Payment of Gratuity Act, Provident Fund and Family Schemes. Shri Rohidas has claimed that there is a trend in the region to give the workmen gratuity at the higher rate than what is being given to the workmen of the company which is being paid to meet certain eventualities in many cases and therefore for the purpose of computing gratuity, all allowances and all past services must be taken into consideration and therefore changes proposed in the existing scheme of gratuity are fair and proper. Shri Kurian has repudiated the above claim, however admitted that during the period from 1991 to 1998, gratuity was paid according to the provision of Gratuity Act and that there was no scheme for gratuity to be paid under the settlements other than the one required to be paid under the Gratuity Act. He also stated that the Party II(1) is paying gratuity as per the Payment of Gratuity Act.

139. Discernibly, the Party I is claiming higher gratuity for the workmen than what is provided under the Payment of Gratuity Act. There is nothing in the Gratuity Act by which, the workmen have a right to claim the gratuity at the higher rate than the statutory rate provided under the Act, as claimed by the Party I nor there can be any ceiling on gratuity payment. Needless to mention, the changes proposed by the Party I in the scheme of the Payment of Gratuity Act cannot be considered as the gratuity is paid to the workmen under Payment of Gratuity Act, 1972 and amendment made thereto which is a central law on the subject enacted to ensure an uniform pattern of payment of gratuity to the employees throughout the Country. There is also no trend in the region for payment of gratuity as claimed by Party I. The settlements of TVT Plant and Kottayam Plant also do not speak of payment of gratuity to the workmen at higher rate than what is being paid to the workmen by the company. The settlements of ZACL and Merck Ltd. are not otherwise. The Payment of Gratuity Act being a statutory Act regulating the payment of gratuity to industrial workers and in the absence of any law or settlement paying gratuity at higher rate, the above demand of Party I cannot be granted.

Demand No. 15: **Long Service Award**

140. It is demanded by Party I that effective from January 1, 1995 Long Service Award should be given as mentioned in the claim statement. The Party II(1) has denied that the company has accepted the principle of giving long service award to the workmen at the factory. Shri Rohidas has reiterated the above demand and has claimed that it has demanded long service award to the workmen with service of 10 years, 15 years, 20 years and 25 years respectively and that the company had already accepted the principle of giving long service award to its workmen at its factory. Shri Kurian has admitted that they have a system of giving a service award to the workmen during the terms of 1991 settlement who completed 25 years and 35 years of service but it is not made part of terms of 1991 settlement. The Party I have specified the nature of award to be given to them on the completion of particular number of years of service, however the award being discretionary and there being a system of Party II(1) giving service award to its workmen who have completed 25 in the form of silver plate and a gold pin to a workmen who had completed 35 years of service, it would not be proper to change the said system.

141. There is no dispute that the award is given every year in a special function where the awardee and his spouse remain present and the Chairman and the Managing Director give the award to the said workman who completed the above period of service. The said service award is given in all the Plants of MRF. Needless to mention, giving a long time service award is not a term of service and it is the Party II(1) who on their own volition confers such an award. Awards cannot be measured in terms of the weight or the value, but in terms of the honour and recognition being conferred on the workmen who put in the number of years of service and therefore, the demand of Party I to give the long service award with particular weight of silver alongwith cash amount cannot be granted. The Party II(1) cannot be put to terms in respect of award to be given or restrict them to particular number of years put in by the workmen viz. 10 years, 15 years, 20 years and 25 years, however it being the discretion of the management, the call should be taken by the management itself and the same cannot be made a part of award. It is therefore the demand No. 15 cannot be granted.

Demand No. 16: **Superannuation Scheme**

142. It is demanded by Party I that effective from the year 1995, the Company would incorporate Life Insurance Corporation Superannuation Scheme by depositing two total wages/salaries per annum per workman every year to the Superannuation Scheme. In the written statement, the Party II(1) has stated that the company does not have any superannuation scheme to the workers at the factory, however Superannuation scheme named as Retirement scheme is in operation and has been described in the settlement dated 20.11.1991. There is no trend in the region to have superannuation scheme for the workmen. The workmen will receive apart from gratuity, a large amount from Provident Fund and monthly emoluments from Family Pension Scheme in addition to monthly amount from the Retirement Benefit Scheme and therefore to have another scheme is uncalled for.

143. Shri Rohidas has stated that when the workman retires from the service, he has to fall back upon his savings of the pasts, if any. The company should incorporate the superannuation scheme which will help the workmen and his family in his retired life. Shri Kurian has claimed that such a scheme is not necessary, however he has stated that LIC was offering superannuation schemes at the time when the 1991 settlement was signed and the management had discussed with LIC about their scheme whether LIC had entered into such superannuation schemes with workmen of various other companies in Goa around the year 1991 and thereafter. He denied the suggestion that demand No. 16 for incorporating a LIC Superannuation Scheme by deposit of two wages per annum per workman towards Superannuation Scheme is fair and justified.

144. Admittedly, the company does not have any Superannuation Scheme to its workmen at the factory. There is no dispute that the LIC was offering superannuation scheme at the time when 1991 settlement was signed and that the management had discussed with LIC about the said scheme. There is however, nothing on record that the LIC had entered into superannuation schemes with workmen of various other companies in Goa in around the year 1991 and thereafter, as suggested to the witness. The settlements of sister concerns produced on record also do not provide for such a scheme. There is also nothing on record that the superannuation scheme with LIC as claimed by Party I existed in the year 1995. There is also no such scheme provided for the workmen of ZACL and Merck Ltd. nor such a scheme is reflected in their settlements. There is no dispute that apart from Gratuity, Provident Fund and Family Pension Scheme, the workmen would receive monthly amount from Retirement Benefit Scheme which is in force, on his retirement. It is therefore the demand No. 16 of Party I to incorporate Superannuation Scheme by depositing two wages per annum per workman towards Superannuation Scheme with LIC cannot be granted.

Demand No. 17: **Insurance**

145. It is demanded by Party I that effective from the year 1995, the Company should cover every workman in the Group Insurance Scheme for Rs. 5.00 lakhs. In defence, the Party II(1) has stated that company does not have a practice of covering these workmen under insurance policy and that those workmen who statutorily comes under the purview of Employees State Insurance Scheme are covered under the said scheme and those who do not come under the said scheme are covered under the Group Insurance Scheme as per the settlement under social security allowance. Shri Rohidas has stated that the workmen who are required to work in higher obnoxious pollutants, their life span become shorter than normal workmen working in other industries and in order to protect them and their families from undue hardship in case of death, it is necessary to have insurance for all workmen.

146. Shri Kurian has denied that Party I is entitled for such a demand and stated that the company does not have any Life Insurance Scheme that assures payment of the sum on death of workmen. There is no such scheme prevailing in the region or in other factory units of sister concerns. Needless to mention, those workmen who come under the purview of ESI scheme are covered under the said scheme and those workmen who do not come under the purview of ESI are covered under Social Security Allowance of the Settlement dated 20.11.2001. There is nothing on record that the factory of Party II(1) is hazardous or highly obnoxious pollutants nor Inspectorate of Factories has classified the said factory as hazardous in terms of the said Act. There is no evidence to attribute the death of workmen to the raw materials used in the manufacture of tyres or that life span of the workers is shortened due to the nature of work done by them. There is therefore no justification for grant of the said demand. Hence, the above demand No. 17 stands rejected.

Demand No. 18: **Employment of Employees' Sons & Daughters**

147. It is demanded by Party I that in case the company wants to recruit fresh hands for filling up vacancies caused in permanent posts or new posts

are created, the company should give preference in employment to workmens' sons and daughters provided they are vocationally fit for the job and in furtherance to this object, the company should maintain for purpose of recruitment in future a list showing therein names of workmens' sons and daughters in order of seniority of their father's service in the company for purpose of recruitment in future. In the written statement, the Party II(1) has stated that it is natural and human ambition of every workman that the children should be better qualified and should look for better jobs. The above demand of Party I is against public policy and hence no industrial dispute can ever be raised in respect of such a demand. Shri Rohidas has stated that the demand is based on humanitarian ground which would create employment opportunity to the children of the workmen who have toiled for the betterment of the company for a very long period and will also create goodwill amongst the employees of the company.

148. Shri Kurian has repudiated the said demand in his affidavit. He has stated that he does not know if the company had a policy of employing children of workmen subject to fitness and having the qualification against the vacancies. He clarified that there are no vacancies in the factory for female workmen. Shri Gracias has however admitted in the cross examination that there has been practice and policy of the management even prior to 1991 settlement subject to being qualified and going through necessary criteria that the children of employees would be considered for employment by Party II(1). The Party I has claimed that since there is a policy, it may be included in the settlement. Shri Gracias has clearly admitted in the cross examination that prior to 1991 settlement, there was a practice of employing the children of the workmen. There is however no stipulation in any of the settlements prior to 1991 or thereafter about the said policy of giving employment to the children of the workmen. There is nothing wrong to incorporate in the settlement, if there is such a policy to give preference to children of the workmen in employment subject to being qualified and going through necessary criteria, which would create employment opportunities for the children of the workmen and goodwill amongst the employees about the company. Hence, the demand No. 18 is granted.

Demand No. 19: **Attendence bonus**

149. It is demanded by Party I that any workman attending work on all working days in a month should be eligible to receive from the Company along with his monthly wages/salaries three days wages/salaries, so also other benefits as mentioned in the claim statement. In the written statement, the Party II(1) has stated that the payment of attendance bonus based on number of days worked was done away with as per the settlement dated 20.11.1991. Shri Rohidas has reiterated the said demand and stated that the company does not pay attendance bonus to its workmen at its factory, although there is a trend in the region of Goa to pay attendance bonus to its workmen. He also stated that attendance bonus is paid with a view to cut down unnecessary absenteeism and to encourage regular attendance which is beneficial to both the parties as in many collective settlements, the provision for payment of attendance bonus has been made. Shri Kurian has denied the justification of the said demand but in the cross examination stated that the attendance bonus under clause II(iv)(9) of the 1991 settlement was paid @ Rs. 20/- p.m. and the rate has not been changed from the year 1984 till 1998. The attendance bonus was paid to the workmen only if they attended all days of work in a month. He also stated that under the 1991 settlement, though the rate has remained the same at Rs. 20/- p.m. the manner of paying the same to the workmen was changed and the attendance bonus was paid to workmen under Grade II to Grade VII as convenience allowance and for workmen in Grade I, it was paid as personal pay.

150. Shri Kurian has also admitted that in the 1991 settlement at Exh. 116, and the settlements prior to that, the attendance bonus was paid to the workmen as an incentive to reduce absenteeism and to increase production. Shri Gracias has also admitted that the attendance bonus which was paid under 1988 settlement continued to be paid under the head 'Personal pay', but in 2001 settlement, there was no clause for payment of attendance bonus. It is a matter of record that the attendance bonus under 1991 settlement was paid @ 20/- p.m. and that the said rate has not been changed from the year 1984 till 1998 or till 2001. The said bonus was paid to the workmen only if they attended all days in a month. The rate has not changed, however the manner of paying the attendance bonus has been unilaterally changed by the management under different grades as conveyance allowance or personal pay. The payment of attendance bonus was therefore inactive, although it was part of the settlement of 1991 and the explanation given by Shri Kurian for not granting the said demand is that it would set a bad precedent.

151. Needless to reiterate, the attendance bonus is paid to the workmen with a view to cut down unnecessary absenteeism and encourage regular attendance which is beneficial to both the company and the workmen. The settlement of Kottayam Plant at Exh. 261 colly shows that all the permanent workmen who have worked on all the scheduled working days in a calendar month is entitled to receive attendance bonus and if a workman absents himself on any day, the attendance bonus is not paid for that particular month and if a workmen takes one day eligible leave and is present for all the other working days, he is paid less attendance bonus. Similarly, in the case of settlement of Merck Ltd. at Exh. 215 colly. good attendance bonus is paid as it was agreed that good attendance bonus for eligible workmen will continue to be paid as per earlier settlement dated 27.11.2001 and an additional sum would be paid who is present for full month without availing any leave. The Party I is claiming attendance bonus with conditions as stipulated in the claim statement under demand No. 19.

152. Needless to mention, there is a trend in the region of Goa as well as their unit at Kottayam to pay attendance bonus with condition that they remain present for full month without availing any leave. The Party I has justification to demand for payment of attendance which Party II(1) has discontinued abruptly, although reflected in Settlement dated 20.1.1991. It therefore would be just and proper that Attendance bonus shall be paid to the workmen in the form of two extra days wages/salaries, if the workman works for the calendar month on all scheduled working days without availing any leave considering that there is a trend in the region as well as in their other units located outside the region. The other demand of payment of attendance bonus for working for 11/12 months in a year is therefore redundant. The above demand No. 19 is answered partly in favour of Party I.

Demand No. 20: **Relief in case of Death and Disability**

153. It is demanded by Party I that in case any workman dies during the course of his employment while at work or otherwise except in case when death is on account of habitual drinking or in case of any workman becomes physically or mentally incapacitated for any reason/reasons except on account of excessive drinks during the course of his employment and cannot therefore continue himself in employment, his legal heir/heirs shall in addition to all legal dues be entitled to receive from the Company as mentioned in the claim statement. In the written statement, the Party II(1) has stated that there exists a scheme called Death Relief Scheme as per settlement dated 20.11.1991. Shri Rohidas in the affidavit has stated that in case of death or permanent disability, the workmens' family is put in a destitute condition and is required to face economic and physical hardship and on humanitarian consideration, the company and the fellow workmen should help the family of deceased by contributing each one day's wages. Shri Kurian has denied the justification of the said demand of workmen of Party I.

154. Needless to mention, it is stipulated in the settlement dated 21.10.91 that in case of death of a workmen while in service, the company and the workmen should contribute a matching amount of Rs. 50/- each and pay the total amount to the heirs of the deceased employee. There is therefore the company has accepted the principle of payment of amount to the heirs, in case of death of a workman while in service or in case of permanent disability. No doubt, apart from the above scheme, the family of the deceased workman would get benefit from Provident Fund Scheme, Gratuity Scheme or Retirement Benefit Scheme. Be that as it may, there cannot be any quarrel that in case of death/ /permanent disability, the family of the workman faces economic and physical hardship and to mitigate that the company and the fellow workman contributes Rs. 50/- each. However, the said amount may not be sufficient to help the family of the deceased. The Party I is demanding Rs. 100/- each from the management and the fellow workmen, however considering the circumstances, the company so also the co-employee should help the family of the deceased by contributing Rs. 75/- each, which would mitigate the economic and physical hardship of the workmen/family of the workmen. It is therefore the above demand No. 20 is partly granted.

Demand No. 21: **Medical Benefits**

155. It is demanded by Party I that the Company should pay effective from October 1, 1995 every permanent workman for himself and his family members for domiciliary treatment on production of necessary bills upto Rs. 6,000/- per annum. The Party II(1) in the written statement has denied that the medical treatment has become a regular item of expenditure in the family budget because of pollution and other factors like contaminated water and has claimed that those workmen who come under the purview of E.S.I. Act, the medical treatment is free for themselves and for families

and hence question on spending money on medical treatment does not arise. The witness of Party I Shri Rohidas Naik has reiterated the said demand. He has stated that the company manufactures hazardous chemicals which are very harmful to human life and are required to face a number of diseases of eyes, nose, throat and chest. The amount paid by the company towards medical expense is totally inadequate.

156. Shri Kurian has refused to recognize the above claim of Party I but stated that he cannot say in what manner the medical re-imbursement/medical allowance under clause III(6)(A) was paid to the workmen under the 2001 settlement after 14.4.2001, for the period from 1.10.95 to 30.9.98, which shows that medical reimbursement/medical allowance was incorporated in 2001 settlement. The medical allowance is also incorporated in clause 6 of 1991 settlement, however the lowest was Rs. 1400/- and the highest was Rs. 2300/-. The demand of Party I is for reimbursement to every workman and his family members for domiciliary treatment with effect from 1.10.1995 for bills upto Rs. 6000/-. Needless to mention, the company has already accepted the principle of payment for non hospital medical benefit to its workmen and the medical treatment has become a regular item of expenditure because of various reasons. The amount the company pays towards the medical expense is totally inadequate on account of rise in prices and cannot meet requirement of medical treatment. It is therefore necessary that company should pay w.e.f. 1.10.95 to every permanent workman and his family members Rs. 3,000/- per annum on production of necessary bills. The demand No. 21 is therefore partly granted.

Demand No. 22: **Hospitalisation allowance**

157. It is demanded by Party I for hospitalization allowance as mentioned in the claim statement. In the written statement, the Party II(1) denied that there is a trend in the region to pay hospitalization expenses and that the workmen who are covered under ESIC Scheme do not incur any hospitalization for themselves and their families and the same are paid by the ESIC and the workmen who are not covered under the said scheme are covered under the various schemes for hospitalization for accident on duties and outside duties as per the settlement of 20.11.1991. The witness of Party I Shri Rohidas Naik has reiterated the said demand. Shri Kurian in the cross examination has stated that there was no hospitalization allowance or Group Insurance Policy covering hospitalization of workmen or his family members, if any of them were hospitalized for the period from 1991 to 1998. He also stated that from 2008 the company has taken a Group Insurance Scheme with a policy that covers hospitalization of the workmen, his spouse and his two children upto the age of 25 years for total sum of Rs. 2.00 lakhs per year. The said policy is a floater policy under which any one member of the family can use the entire cover of Rs. 2.00 lakhs for hospitalization but cannot be carried forward to the next year. He also stated that the entire premium is paid by the Company to the Insurance Company and the same is deducted from the workmen with monthly installments.

158. Discernibly, in 1984 settlement, the existing medical benefit of Rs. 200/- per calendar year for non ESI workmen was enhanced to Rs. 250/- per year. In 1991 settlement, the minimum medical allowance for workmen not covered under ESI was Rs. 1400/- per year as per the grades and maximum Rs. 2300/- was paid for workmen of 11 years and above. Shri Kurian has admitted that there is no hospitalization allowance or Group Insurance Allowance covering hospitalization of workmen or his family members between the period 1991-1998 but from 2008 the company has taken the Group Insurance Scheme covering hospitalization of the workmen, spouse and two children upto the age of 25 years for a sum of Rs. 2.00 lakhs per year. The company therefore felt a need for the first time in the year 2008 of such a scheme in case of hospitalization of the workmen or his family members and two children. The Party I Union is demanding Rs. 50,000/- per year towards the said policy for those workmen who are not covered under ESI. The demand for hospitalization is therefore just and proper, however the company should reimburse the workmen or the family members hospitalization expenses to a maximum amount of Rs. 25,000/- provided he has put in service of atleast three years and more as on 31.12.1995. Hence, demand No. 22 is answered accordingly.

Demand No. 23: **Canteen meal subsidy**

159. The Party I has demanded for canteen meal subsidy and breakfast subsidy as mentioned in the claim statement. In the written statement, the Party II(1) has stated that the meal and the breakfast in shifts is served to the workmen as per the various settlements including settlement dated 20.11.91. Shri Rohidas has stated that the company has accepted the principle of providing meal and breakfast subsidy and the main reason for making such a demand is that company has been dealing

in noxious substances and pollutants which are very harmful to human life. Shri Kurian has admitted that under the 1991 settlement, the company provides for breakfast and meal subsidy for the meals provided in the canteen and all three shifts have a system for serving tea to the workmen twice in a shift at the shop floor and the same is not mentioned in the 1991 settlement. The tea supplied at the shop floor is free and only tea is served and no snacks, juice or milk is served.

160. There is no dispute that the management provides for canteen meal subsidy and breakfast subsidy in terms of 1991 settlement and that there is a system for serving tea to the workmen twice in a shift at the shop floor free of cost, however there is no system of supplying snacks, milk/juice to the employees in the company. The meals and breakfast in shifts are served to the workmen as per various settlements including the settlement dated 20.11.1991 and therefore there is no need of revision of canteen meal subsidy and breakfast subsidy. There is also no evidence that the company is dealing in noxious and pollutants which are harmful to human life, as alleged. It is also not shown that by providing free tea/coffee, snacks, milk/juice, etc. would keep the workmen safe from alleged noxious substance. There is also no trend in the region or outside the region of providing the above demands of Party I. There is therefore no necessity to grant the demands made by Party I towards canteen meal subsidy and breakfast subsidy. Hence, the demand No. 23 is rejected.

Demand No. 24: **Vehicle and Furniture Loan**

161. It is demanded by Party I that effective from the year 1995 company should provide loan for purchase of vehicle and furniture to Rs. 30,000/- at 4% interest to be repaid in 48 monthly installments. In the written statement, the Party II(1) has stated that the company has not accepted the principle of providing vehicle and furniture loan to the workmen at the factory. Shri Rohidas has stated that the establishments in the region have accepted the principle of providing vehicle and furniture loan to its workmen and therefore an amount of Rs. 30,000/- be granted for vehicle and furniture loan. Shri Kurian has stated that the demand No. 24 towards vehicle and furniture loan of Rs. 30,000/- is unfair and unjustified. Admittedly, there is no settlement of Party II(1) or its sister concerns by which vehicle/furniture loan is granted to the workmen. Discernibly, clause 24.1 (a) of settlement of ZACL at Exh. 210 for the year 1996-98 provides for vehicle loan and clause 24.2(b) of the said settlement provides for furniture/equipment loan of Rs. 40,000/- @ 4% interest per annum and that furniture loan would be granted only on expiry of installment period of vehicle loan and vice versa. The demand of Party I is to provide Rs 30,000/- as loan for purchase of vehicle and furniture like the settlement of ZACL, which provides loan upto maximum of Rs. 40,000/-. There is a trend in the region for providing vehicle/furniture loan and therefore grant of loan of Rs. 30,000/- for purchase of vehicle and furniture @ 4% interest p.a. payable in 48 installments is fair and proper. Hence, the demand No. 24 is answered in affirmative.

Demand No. 25: **Housing loan**

162. It is demanded by Party I that effective from the year 1995 the Company should give to permanent workmen housing loan upto three lakhs or 100 month total salary whichever is higher at 4% interest to be deducted in the monthly installments, for purchase of flat and house repairs. In the written statement, the Party II(1) has denied that the company has accepted the principle of giving housing loan to the workmen but the company has been subsidizing the interest on loan taken by its workmen towards housing as per the settlement dated 20.11.1991. Shri Rohidas in the affidavit has stated that the cost of housing has been going up day after day and considering the poor salary scale, the housing loan scheme of the company is not adequate. The loan taken from the financial institutions is required to be paid with nearly 18% of interest and the installment slabs are also very high to be paid every month by the workmen. He also stated that in many collective agreements/ /settlements the management has been giving housing loan at a much lower rate of interest and the repayment slabs are also easier.

163. Shri Kurian however has stated that the company does not give housing loans to its workmen but in 1991 settlement, it subsidized the interest to a maximum of 10% on housing loans taken by workmen to a maximum loan amount of Rs. 40,000/- and such loan amount had to be taken from the recognized financial institutions and only twelve workmen per year confirmed as on 30.9.1991 would be eligible to this benefit during the currency of that settlement i.e. a total of 48 workmen from the entire workforce as on 30.9.1991 would be entitled to the said subsidy on interest. He further stated that the cost borne by the company towards the housing loan subsidy in 1991-95 settlement is Rs 15,273/- per annum and that the Demand No. 25 towards purchase of house or house repair at 4% interest for the period 1995-98 is Rs. 7,05,993/- per month. The company

has not accepted any principle of granting any loan through financial institution, but is subsidizing the interest on loan upto certain limit as per settlement dated 20.11.1991.

164. Admittedly, the company does not give housing loan to its workers, but subsidizes the interest to a maximum of 10% on housing loan taken by workmen to a maximum loan amount of Rs. 40,000/-. It needs no mention that the cost of housing has been going up day after day and the scheme of the company for housing loan is not adequate. The company has however accepted the principle of acquiring the house by its workmen. It is also admitted fact that the loan taken from the Financial Institutions is paid with substantially high interest to be paid every month. The settlements of sister concerns do not show that they provide for any housing loan, however, the settlement of Zuari Agro Chemicals Ltd. at Exh. 210 for the year 1996-98 at clause 24.3 (c) provides for maximum loan for housing of Rs. 3.00 lakhs and loans are granted on such terms and conditions set forth by the company which ensures smooth recovery. The housing loan demanded by Party I of Rs. three lakhs is just and reasonable, considering that the cost of housing has been going up day after day and it becomes impracticable for the workman to have a house of his own and therefore demand No. 25 appears to be fair and justified. Hence, the same is granted.

Demand No. 26: **Car loan**

165. It is demanded by Party I that effective from the year 1995 the Company should give to every permanent workman who has put in service of 5 years and more car loan of Rs. one lakh at 4% interest and to be deducted in 120 equal installments. In the written statement, the Party II(1) has stated that the workmen travel from his residence to the place of work by company arranged transport which is highly subsidized. Shri Rohidas in the affidavit has stated that the company has already accepted the principle of giving vehicle loan for purchasing motorcycle/scooter/moped to its workmen and that the transport system in Goa is expensive and the workmen and their families have to travel long distance from their residence to the place of work or to the school and colleges for which the workmen are required to spend a large amount from the salary.

166. Shri Kurian has repudiated the demand but in the cross examination has stated that the demand No. 26 for car loan of Rs. one lakh with 4% interest is not found reflected in 1991-95 settlement and that the cost of the demand No. 26 for car loan is Rs. 2,46,411/- per month for 890 workmen. Needless to mention, the company has not accepted the principle of giving car loan to its workmen at its factory nor there is evidence that there is provision for a car loan in the settlements of Party II(1) or the settlements of other sister concerns including TVT Plant and Kottayam Plant. There is also nothing on record that the transport system in Goa is expensive and the workmen and their families have to travel for long distance from their residence to their place of work and have to spend large amount towards transport. There cannot be any dispute that the workmen travel from the residences to the place of work by company arranged transport which is highly subsidized. There is also no trend in the factories situated in the region to provide loan for a car nor there is any justification for giving in to the said demand. It is therefore the demand for car loan is not fair or proper. Hence, demand No. 26 stands not granted.

Demand No. 27: **Retirement Benefit**

167. It is demanded by the Party I that the existing system of Retirement Benefit with Life Insurance Corporation of India should continue with modification in monthly contribution from the Company and the workmen as mentioned in the claim statement. The Party II(1) in the written statement has stated that the Retirement Benefit Scheme is in force as per the Settlement dated 20.11.1991. The scheme will be as per the Group Superannuation Scheme of L.I.C. of India and that apart from the said money that the workmen will receive from the above scheme of retirement, a substantial amount would be received from the Family Pension Scheme, Provident Fund and Gratuity Scheme which is more than enough to take care of his needs after the retirement. Shri Rohidas Naik has claimed that the company has already accepted the principle of giving retirement benefits to its workmen and the workmen are seeking only minor modification in the said existing system. Moreover, since the financial capacity of the company is extremely sound and shall continue to remain the same in the future, it can easily bear the burden that may be imposed on it.

168. Shri T. M. Kurian has stated that for the year 1991-95 the company had a Retirement Benefit Scheme with Life Insurance Corporation of India and the company as well as workmen contribute in a proportion stated in 6(II) of 1991 settlement at rates of contribution specified in Annexure V. The company does not have any pension scheme nor does it pay pension to the workmen after retirement and that this LIC superannuation scheme was

discontinued because Provident Fund Pension Scheme was started in 1995 and the same was done with the consent of GMU and the management. He further stated that the LIC Superannuation Scheme managed by the Trust is not dissolved and at the moment, they have got 185 members and the amount with the Trust is Rs. 53,70,711/-. Shri Michael Gracias has also stated that the above LIC superannuation scheme was initiated in the year 1993 and closed as per the settlement dated 14.4.2001 and discontinued on 30.11.2002 and that the people who were the beneficiaries of 2001 settlement, their deductions were stopped in 2001 and those who had not accepted, it went upto November, 2002. He also admitted that the Trust has not been dissolved and from the year 1995 to 2001, both Life Insurance Corporation Pension Scheme and Provident Fund Pension Scheme were co-existent.

169. Needless to mention, the Retirement Benefit Scheme with LIC has been discontinued in 2001 settlement in view of statutory Family Pension Scheme introduced by the Provident Fund Authorities. It is a matter of record that both schemes continued in 1995 to 2001 and thereafter the LIC Scheme was discontinued in the year 2002. It is also to be noted that the demand of GMU as per Charter of demands at Exh. 455, was to continue the said scheme, on the contrary, the demand of the Party II(1) as per Exh. 252 was to scrap the said scheme. The Charter of demands of Party I dated 15.2.1996 was also to continue the said scheme with modification. It is an admitted fact that the Trust Deed with reference to superannuation scheme with LIC was executed on 21.9.1993 which was created and registered under the Indian Trust Act and that the said Trust has not been wound up in relation to clause 28(1)(b) of the Trust Deed and that after discontinuation of the above scheme from year 2001, the amount in the Trust Fund continued in possession of LIC in which, both the management and the workmen contributed to both the schemes during 1995-98. There is therefore no justification as to why the scheme was breached which was successfully running till 1998.

170. There is also no dispute that running the said scheme with higher contribution from both the side would have benefited the workmen and they could have enjoyed the benefits of two schemes. There is also no dispute that the Trust Deed was executed on 21.9.1993 for the purpose of managing the said scheme which was registered under the Indian Trust Act and same is in force till date. There is therefore no justification for abolishing the said scheme. The cost of the demand is not much if compared with huge benefit the workers would get. There is also no dispute that the amount in the Trust Fund continued in possession of LIC after discontinuation of the above scheme. The contribution was also done by the members of Party I. There is nothing on record that the members of Party I agreed for the above proposal of discontinuation. It is therefore not understood why the said scheme was discontinued when admittedly 2001 settlement covered only the members of GMU, more so when, the amount under the scheme is at present with LIC. There is nothing on record that GMU had asked for its discontinuation as in their demand at Exh. 455 they had asked for continuation of the said scheme.

171. There is also nothing on record that the GMU opted for second scheme or that the PF retirement scheme is more beneficial than the LIC superannuation scheme. Moreover, the settlement of 2001 which include the benefit of clause V(6) of PF retirement scheme was to be extended only to those workmen who are the members of GMU who signed the undertakings in terms of Annexure III of 2001 settlement. The act of abolishing LIC superannuation scheme is therefore illegal and without consent of the members of Party I who had not signed the undertakings nor there was any cause for abolishing the LIC superannuation scheme when PF pension scheme was statutory. The existing system of retirement benefit with LIC of India cannot be unilaterally discontinued by the company but should continue with modification in monthly contribution from the company and the workmen as stated in demand No. 27 as financial position of the company is sound and shall continue to remain the same in the future considering the documents produced on record and the company can easily bear the burden that may be imposed on it as the benefits to the workmen is huge compared to the financial burden on the company. The scheme cannot be discontinued as stated above and should continue with modification in the existing scheme. It is therefore the demand No. 27 for modification in the existing scheme is fair, just and proper.

Demand No. 28: **Leave**

172. It is demanded by Party I that the following provisions for leave be granted.

(A) **Accident Leave**

Employees covered under the State Insurance Scheme if meet with an accident during the course of their employment and while in employment should be given accident leave of full wages/

salaries for a maximum period of six months. However, such workmen if already covered or subsequently covered under E.S.I. Scheme should be entitled to get benefits of accident leave on full wages/salaries minus whatever is payable by the E.S.I. to such workman. The Party II(1) in defense has claimed that the accident leave while on duty or outside duty and compensation thereof is covered under Group Insurance Scheme in accordance with the Settlement dated 20.11.1991 or ESIC Scheme. Shri Rohidas has reiterated the said demand. However, as stated by Shri Kurian, there is no concept of accident leave in the settlements of Party II(1), so also settlements of TVT Plant or Kottayam Plants. There is also no dispute that the accident while on duty or outside duty and the compensation, if any is covered under Group Insurance Scheme in terms of settlement dated 20.11.1991 and therefore, no revision in the above leave is required and hence, the above demand cannot be granted.

(B) **Casual Leave**

173. Every workman should be given 15 days casual leave in a year with a right to encash full or balance of the leave at the end of the year and in case anyone of the workmen does not avail of anyone day's casual leave in a year, such a workman should be eligible to receive a premium of ten days additional wages over and above payment for unused full casual leave. In defense, the Party II(1) has stated that the casual leave has been provided under the statute and the last settlement signed on 18.1.88 provides for 12 days casual leave which is more than sufficient to meet the emergency needs of the workmen. Shri Rohidas has reiterated the said demand. Shri Kurian has stated that they are giving 12 days as casual leave to the workmen. The settlement of 1988 shows that the casual leave was increased from 10 days to 12 days per year and the said system continued in 1991 and 2001 settlements. The maximum casual leave granted by the Kottayam Plant to the workmen is 9 days and therefore the demand of 15 days casual leave is not justified. The casual leave of 12 days in a calendar year provided in settlement dated 18.1.1988 and continued thereafter is more than sufficient to meet the emergency needs of the workmen and needs no further consideration. The claim of encashment of casual leave is also unheard of. It is therefore the above demand cannot be granted.

(C) **Sick Leave**

174. Every workmen covered under the Employees State Insurance Scheme should be given 15 days (fifteen days) sick leave on full wages/ /salaries per year with a right to encash either full or balance of it at the end of the year, so also other benefits as mentioned in the claim statement. In defence, the Party II(1) has stated that they grant 3 days sick leave to the workmen who are covered under the ESIC scheme and those not covered has been granted 11 days in a calendar year as per settlement dated 18.1.88 and the said sick leave is more than sufficient to meet any eventualities and needs no further modification. Shri Rohidas has reiterated the said demand but Shri Kurian has stated that in 1988 settlement, permanent workmen who are not covered by ESI, sick leave entitlement was increased from 10 to 11 days per year. He further stated that there is no concept of encashment of sick leave by the workmen but it can accumulate sick leave upto 30 days i.e. 11 days per year for a period of 3 years and the same can be carried forward upto 90 days over a period of 3 years.

175. Admittedly, the settlement of 1988 shows that the sick leave entitlement was increased from 10 days to 11 days per year for workmen not covered by ESI and the said system continued in 1991 and 2001 settlement, which is more than sufficient to meet the emergency needs of the workmen and needs no further consideration. The Kottayam Plant grants maximum sick leave of 7 days to the workmen and therefore, the demand of 15 days sick leave by Party I is not proper and justified. There is also no concept of encashment of sick leave by the workmen as stated by Shri Kurian, so also there is no evidence that granting of sick leave maximizes the attendance and results in higher production. It is therefore the above demand cannot be granted.

(D) **Privilege Leave**

176. It is demanded by Party I that the Company should give to every permanent workman who has completed eleven months of service 35 days privilege leave per year of service with a right to accumulate the same for a period of 180 days and the workman should be allowed to encash leave to the extent of 75% of leave standing to his credit provided he proceeds on minimum 5 days privilege leave at the time of encashment and all public holidays, weekly off's should be excluded from privilege leave and the workman should be allowed to take privilege leave five times in a year. In defense, the Party II(1) has stated that Privilege

leave or earned leave is granted to the workmen in accordance to the statute or settlements signed between the management and the last settlement dated 18.1.88 provides for earned leave. Shri Rohidas has reiterated the said demand. Shri Kurian on the other hand has claimed that the earned leave is dependent upon the number of days the workmen had worked in the previous year which will be availed of in the next year and that the calculation towards per day of earned leave sought to be encashed would vary according to rate at which the workmen had performed.

177. The demand of the Party I is for increase of privilege leave to 35 days with accumulation upto 180 days and encashment to the extent of 75% of the leave to his credit, however there is no such a trend in the region as well as in their own sister concerns. No evidence has been led by the Party I that such a trend is available in the region or outside the region, so also justification of such a demand. No agreements or settlements have been produced on record granting 35 days earned leave in a calendar year with accumulation of the same upto 180 days and encashment of 75% of the leave to the credit of the workmen. There is also no evidence that the nature of work performed by the workmen at the factory requires longer period of rest. The demand of 35 days earned leave and other accompanying demands are therefore not proper or justified. Hence, the above demand cannot be granted.

(E) **Paternity Leave**

178. It is demanded by Party I that every workman should be given paternity leave of six days on full wages/salaries twice in his service at the time of his wife's delivery provided that he takes the same within fifteen days of the child's birth. In the written statement, the Party II(1) has stated that there is no trend in the region to grant paternity leave to its workmen and the workmen have been granted sufficient leave to meet any exigencies. Shri Rohidas has stated that the company does not give paternity leave to its workmen and that the demand is based on the trend prevailing in the region. Shri Kurian has denied the said demand. He has stated that the company does not have the concept of granting paternity leave with wages till date. The Party I has claimed that the demand is based on hardship and torture of women and the trend is prevailing in the region, however no evidence has been adduced in support of the said claim. The Party I has not produced any settlements or agreements providing for such a leave nor shown any cause for grant of such a demand. The said demand is therefore answered in the negative.

(F) **Special Leave for unforseen circumstances**

179. It is demanded by Party I that every workman should be given six days special leave on full wages/salaries on occasion of death of father, mother or wife/husband or a child, twice during his service. In defence, the Party II(1) has stated that there is no trend in the region for providing special leave for unforeseen circumstances. Shri Rohidas has stated that the company does not have provision for giving special leave for unforeseen circumstances on the occasion of death of workmen's parents/wife/child and that the demand is based on trend prevailing in the region and number of settlements/agreements where provision of such a leave has been made. Shri Kurian however has stated that there is no concept of special leave covered by 1991 settlement but if a workman requires leave for cases such as death of a family member, he will have to avail of earned leave to his credit and in the event he has no earned leave to his credit, he would not be paid any wage for such case of absence and that he can ask for advance earned leave which is given case by case. There is no concept of special leave for unforeseen circumstances in the industries located in the region as well as in their own Plants elsewhere. There is nothing on record that the said demand is based on trend prevailing in the region or by way of collective settlements where provision of such a leave is made. It is seen that sufficient leave has been granted under various settlements to meet such exigencies and therefore, the said demand is not fair and proper.

(G) **Honeymoon Leave**

180. It is demanded by Party I that every workman should be given once in his service honeymoon leave of fifteen days on full pay at the time of his first legal marriage. In defence, the Party II(1) has stated that there is no trend prevailing in the region for grant of honeymoon leave. Shri Rohidas has reiterated the demand and claimed that many companies have this provision of leave in their settlements. Shri Kurian has stated that there is no such trend prevailing in the region for grant of such a leave. There is nothing on record that the said demand is based on any trend prevailing in the region or in the settlements where provision of such a leave is made. The Party I has failed to prove that many of the companies in the region has this provision of leave in their agreements. The sister concerns of Party II(1) whose settlements have been produced on record do not provide for such a leave and therefore, the said demand is not fair and proper.

(H) **Service Leave**

181. It is demanded by Party I that all confirmed workmen should be given service leave of two days per year of service and the same should be merged with casual leave. In the written statement, the Party II has stated that Service leave is granted to the workmen as per the settlement dated 20.11.91. Shri Rohidas has reiterated the said demand. Shri Kurian has claimed that such a leave is provided in the settlement dated 20.11.1991 which is more than adequate and does not require any further consideration. Admittedly, the Service leave under the 1991 settlement was granted only to the workmen who had put in more than 6 years of confirmed service as on 30.9.1991 and the service leave would be given as per clause IV(1)(d) of the 1991 settlement. The Party I is demanding service leave of two days per year for all the confirmed workmen. The settlement dated 20.11.91 as well as Settlement 14.4.2001 provide for service leave for the workmen. The present service leave facility provided to the workmen is more than adequate and does not need any further revision. It is therefore no case is made out by Party I for grant of such a demand.

(I) **Special Leave for natural calamities, bandh, etc.**

182. It is demanded by Party I that the special leave should be given for bandhs and civil commotions. In the written statement, the Party II(1) has stated that the workmen have been granted sufficient number of paid leave and therefore the demand for special leave for natural calamities, bandh, etc. is preposterous. Shri Rohidas has reiterated the said demand. Shri Kurian has stated that no leave was granted to the workmen due to absence on account of natural calamities, bandh or civil commotion. The Party I is claiming special leave for natural calamities, bandh, etc., however said demand cannot be granted as civil commotions, natural calamities or bandhs cannot be attributable to the company. There are sufficient numbers of paid leaves under the settlements being granted to the workmen to meet such exigencies, if any and therefore, such a demand is preposterous and hence, cannot be granted being unfair and improper.

(J) **Holiday declared by Central/State Government**

183. It is demanded that if the Central Government or State Government declares any National Holiday or holiday under the Negotiable Instrument Act or any Industrial holiday, the same be made applicable to MRF employees. In the written statement, the Party II(1) has stated that the holidays under Negotiable Instruments Act or the holidays declared by the Central/State Government are covered under various legislations and need not be dealt with in this reference. Shri Rohidas has reiterated the said demand and has stated that the company has a history of refusing to grant paid holidays for Election Day despite Central Government Notifications declaring assembly and parliamentary elections. Shri Kurian has admitted that the company had imposed a fine on the workmen for not attending duty on 'Election Holiday' under the Representation of People's Act and that Party I had raised a dispute before the Tribunal. Admittedly, the company had refused to grant paid holiday for election day despite Central Government Notification declaring assembly and parliamentary elections. There is no dispute that the Hon'ble High Court of Bombay in W.P. No. 283/99 filed by Party I declared that the workmen would be entitled to the entire day as paid holiday. The Party II(1) cannot impose any fine on the workmen for not attending duty on election day or Government declared holidays. The above demand of Party I is therefore fair and proper and hence, should be granted.

Demand No. 29: **Paid Holidays**

184. It is demanded by Party I that the workmen should be given 18 days paid holidays in a year and the holidays should be fixed by the Company in consultation with the Union Committee members. In defence, the Party II(1) has stated that the paid holidays are granted in accordance with the Settlement dated 20.11.1991. The number of holidays granted to the workmen per year is more than required under the statute and hence, need no further consideration. Shri Rohidas in the affidavit has stated that the employees working at the registered office or the head office get all the Bank holidays which are more than eighteen in a year. The nature of work done in the company requires the workmen more rest and more recuperation than the workmen at the head office. There is also a trend in the region to observe same number of holidays for all the employees.

185. Shri Kurian has denied the demand raised by Party I and stated that in the 1991 settlement, the workmen were granted 7 paid holidays which are Republic day, Independence Day, Ganesh Chaturthi, Goa Liberation day, Christmas, Gandhi Jayanti and Id-Ul-Fitr and three restricted holidays which could be selected by the workmen from the list of holidays and that for the festival of Ganesh

Chaturthi, most families celebrate the festival for one and half day and would require two days off, because of one and half day celebration, 1st day is given as holiday and 2nd day is given as restricted holiday. He admitted that the work done by the employees at head office is sedentary in nature which requires the employee to sit down while working in clerical job, while the employees at the factory are mainly doing physical job. The Party I is demanding 18 days paid holiday in a year to be fixed by the company in consultation with the local committee members. There is also no dispute that under Factories Act, seven paid holidays are required to be given. There is no trend in the region as well as outside the region for giving 18 days paid holidays to the workmen in a year, other than statutory holidays. The demand of Party I of 18 days paid holidays is therefore unjust. Hence, the demand No. 29 cannot be granted.

Demand No. 30: **Transport**

186. It is demanded by Party I that the Company should extend bus service in all three shifts on the routes as mentioned in the claim statement. In defence, it is submitted by Party II(1) that the company has been plying buses to cover almost all the employees coming from various parts of Goa and hence, transport facility is more than sufficient to transport the said workers to the factory and back and hence revision is not required. Shri Rohidas has stated that the company has already accepted the principle of providing bus service to its workmen and that the Union has merely demanded some improvement in respect of different destination for the convenience of the staff. Shri Kurian has stated that from the year 1991-95, there was no bus service provided by Party II(1) from Sanguem to the factory. Similarly, there was no bus service from Tilamol to the factory and from Siolim to the factory and that the bus service did not cover the routes like Valpoi to factory, Cumbharjua to factory and Ganjem to factory.

187. Admittedly, there is no bus service from the factory to Sanguem, Tilamol, Siolim, Cumbharjua, Ganjem and Valpoi and vice versa at present and that Demand No. 31 is covered under 2001 settlement. There also cannot be any dispute that in 1991 settlement, it was agreed that in addition to present transport system, extension of route was introduced from Margao-Cortalim, Usgao-Bicholim and Panjim-Marcel. There is no dispute that bus service from factory to Sanguem, Tilamol, Siolim, Cumbharjua, Ganjem and Valpoi are available at present, however Party I has not produced anything on record as to the number of workmen employed with Party II(1) using the said routes mentioned in demand No. 30. The Party I is also providing subsidized bus service in all the shifts to the workmen coming from various parts of Goa and therefore transport facility is more than sufficient provided by the company. The demand No. 30 cannot be granted.

Demand No. 31: **Marriage gift**

188. It is demanded by Party I that a workman with service of 5 years and more in the Company as on December 31, 1995 or on December 31 of any subsequent year should be eligible to receive from the Company a gift of Rs. 7000/- at the time of his own marriage or marriage of his son/daughter and the said cash gift should be given only twice in the Company's service. In the written statement, the Party II(1) has denied that there is a trend prevailing in the region for granting marriage gift. Shri Rohidas in the affidavit has stated that the company does not give any marriage gift to its workmen working in the factory and their demand is based on trend prevailing in the region. Shri Kurian has stated that the company had a practice of giving the workman or his family member a gift. He also stated that at present they are giving a marriage gift in the factory i.e. Rs. 1000/- for his own marriage and Rs. 500/- for his child's marriage.

189. Admittedly, there is a practice of giving a workmen or his family member a marriage gift. There is no dispute that the Party II is giving Rs. 1000/- for the marriage of the workman and Rs. 500/- for marriage of his children. The Party I is demanding Rs. 7,000/- as marriage gift to its workmen or his son/daughter twice in the company service on the ground that the demand is based on the trend prevailing in the region, however, all the settlements of MRF including their units at Kottayam and TVT Plant do not offer any marriage gift to its workmen. The settlements of Merck Ltd. as well as Zuari Agro Chemicals Ltd., also do not provide any marriage gifts to its workers or their children. There is therefore no trend prevailing in the region or otherwise of providing a marriage gift to the workmen or their children. The prevailing practice of giving marriage gift of Rs. 1000/- to its workmen and Rs. 500/- to their children would therefore be just and proper. The demand of Party I of payment of Rs.7000/- as marriage gift to workman or his son/daughter twice in his service tenure, therefore would be preposterous. The demand No. 31 for marriage gift for the workmen and his children would be as discussed above. Hence, it is answered accordingly.

Demand No. 32: **Overtime**

190. It is demanded by Party I that any workman required to work on paid holidays should be paid overtime at the rate of two times the wages and compensatory off. Any workman required to work for a full day on a paid holiday which falls on his first weekly off as per his duty roaster should be paid double the wages for the hours worked plus additional wages for 16 hours being a paid holiday for the Company, in all 32 hours wages/salaries should be paid. In defence, the Party II(1) has stated that the payment of overtime wages for working on paid holiday or weekly off days has been defined in the Settlement dated 20.11.1991. There is no trend in the region in respect of such demand being granted. The workmen working for more than forty eight hours a week are paid overtime wages in accordance with the statute. Shri Rohidas has stated that Union demanded overtime at the rate of two times of normal wages, in case if any workman is asked to work over and above his normal duty hours as per statutory provision. The workmen should be paid wages at a higher rate than the normal rate and that the company should also give compensatory off.

191. Shri Kurian has stated that the Party II(1) has a system of payment for overtime in the factory. The overtime paid between the period from 1991-95 is as per the Factories Act. If a workmen does his normal shift and an additional shift after that, he is paid the overtime. The workman is not given a compensatory off, if he opts for being paid overtime. He stated that he does not know if in the Goa region other factories equivalent to their size of Party II(1) company gives their workman a compensatory off, in addition to overtime payment but admitted that between the period from 1991-95, there might be many workmen who might have done overtime of 15 hours in a month. He also stated that the overtime is done by the workmen on request of the management due to exigencies of work or due to absenteeism of the workmen.

192. Discernibly, in 1981 settlement overtime payment has been calculated at double the normal rate of wages as per provisions of the Factories Act including the piece rate of wages and the same continued in 1984, 1988, 1991 and 2001 settlements. It is also noticed that under Art.6 of the settlement of Kottayam Plant, overtime wages is paid at double the actual wages earned for the relevant shift. There is no dispute that as per settlement of ZACL at Exh. 210 for the period from 1.1.1996 to 31.12.1998, overtime allowance was paid beyond normal working hours at double the rate of wages for extra hours worked. The Party I has demanded that any workmen who worked on paid holiday should be paid overtime @ 2 times the wages and compensatory off and workmen working for full day on a paid holiday which falls on first weekly off should be paid double the wages of the hours worked plus additional wage for 16 hours being a paid holiday. The Party II(1) as per the settlement of 1981 and thereafter is paying overtime as per the provision of Factories Act and includes wages for working on weekly off days and holidays. The said system continued till 2001. The settlement of 1981 makes mention of wages for working on weekly off day and holidays. There is therefore a trend in the region as well as outside the region of payment of overtime. It would therefore be proper for the Party II(1) to pay overtime @ 2 times the wages for working for a full day on a paid holiday or company holiday, however, compensatory off need not be given. The demand No. 32 is therefore partly granted.

Demand No. 33: **Promotion policy and up-gradation**

193. It is demanded by Party I that the Company should follow the policy of internal promotion and up-gradation on basis of seniority-cum-merits in consultation with the Union as and when vacancies are caused or new vacancies are created. In the written statement, the Party II(1) has stated that the promotion policy of the company does not come under the purview of industrial dispute. The jobs in the factory are graded as per the nature of work and the workmen doing the work are paid accordingly. There is no trend in the region for promotion and up-gradation in the industry. The promotions to higher grades are given based on merits and capability of the workmen. Shri Rohidas has stated that the Union has demanded policy of internal promotion and up-gradation on the basis of seniority cum merit.

194. Shri Kurian has admitted that the company does not have the promotion policy for promotion or up-gradation of workmen in the factory. He stated that the basis for fixing a grade for a workman is on classification of skill, nature of job and responsibility. He also stated that there is no document by which the company classifies the various grades of jobs by the skill, nature of job and responsibility and that he does not do the work of classification of workmen into grades on the above system, but the Industrial Engineering Department does the same. He also stated that the Party II(1) maintains a seniority list of workmen on the basis of their date of confirmation, but do not maintain

any seniority list for trainees/temporaries and probationers. He denied the suggestion that the workmen are arbitrarily fitted, promoted/up-graded into grades without following any system of classification or norms.

195. Admittedly, there is no promotion policy for the promotion or up-gradation of the workmen in the factory. There is also no recruitment and promotion policy in respect of settlement produced on record of TVT Plant at Exh. 293. The Party I has however produced on record three settlements of Kottayam plant at Exh. 216 colly wherein the recruitment and promotion of workmen and staff were the sole discretion of the management and workmen or Unions would not have any right whatsoever on this right of management and no workmen or Union could interfere with the management's discretion, in any manner whatsoever. Shri Kurian has admitted that in terms of the settlement of Kottayam Plant at Exh. 216 colly, eligible workmen from among the 'Senior Workmen' as described in Art. 33 shall be considered for promotion to management cadre based on seniority, merit and suitability and to decide on suitability a test and interview is conducted by the management from among the senior workmen and the selection of these candidates is considered by management for such vacancies. There is no such recruitment and promotion policy being followed by Party II(1) like Kottayam plant. It is therefore in such circumstances, there should be a policy of internal promotion and up-gradation of workmen on the basis of seniority cum merit as in the case of Kottayam Plant, which will encourage the workmen to work with efficiency and the senior workmen will get chance to work in higher posts. It is therefore, the demand No. 33 of Party I is just, fair and reasonable.

Demand No. 34: **Working hours**

196. It is demanded by Party I that the working hours of permanent workmen should be revised as stated in the claim statement. In defence, the Party II(1) has stated that the workmen are required to work eight hours per shift with 30 minutes lunch break as prescribed under the Factories Act. The management staff employed at factory has also the same hours of work as the workmen. Shri Rohidas has stated that because of working in such polluted and hazardous chemical, the Union demanded reduction of working hours as there is a trend all over the world to have shorter working hours in a week which would improve its efficiency. Shri Kurian has stated that the working hours are described by the Factories Act and Certified Standing Orders of the company. It is an admitted fact that the company at present is having working hours as stated in para 207 of affidavit of Shri Rohidas Naik.

197. The Party I has demanded reduction in timing of three shift by 15 minutes per day and general shift by 30 minutes and reduction to 40 hours a week as according to Party I, the company is using hazardous chemicals, so also there is a trend to reduce working hours. However, till date the Party I is working as per the working hours stipulated in the previous settlements including last settlement dated 20.11.1991. The Party I however has not shown any justification that their demand for reduction in working hours is because of working in alleged polluted and hazardous chemicals, which saps their energy. No other settlements have been produced on record of any industry showing reduction of working hours or that there is a trend all over the world to reduce the working hours in a week for the workmen and to allow them weekends. Admittedly, the workmen are required to work 8 hours per shift with 30 minutes lunch break and the shifts are from 8.05 hrs. to 16.05 hrs.; 16.05 hrs. to 00.05 hrs. and from 00.05 hrs. to 08.05 hrs. The working hours are prescribed by legislation under the Factories Act as also in terms of the Certified Standing Orders of the Company. The management staff employed at the factory also has the same hours of work as that of the workmen. There is therefore no justification shown by Party I for grant of the said demand. Hence, demand No. 34 is answered in the negative.

Demand No. 35: **Permanency**

198. It is demanded by Party I that the workmen who have worked 120 days in aggregate in any one of the years 1993, 1994 and 1995 should be made permanent with effect from the date on which they have completed the required period of 120 days and further they should be given compensation for the loss caused to them by the Company's act of keeping them temporary. In defence, the Party II(1) has denied that workmen have been kept temporary or on probation but claimed that they are absorbed on the rolls of the company on satisfactorily completion of training and probation. Shri Rohidas has stated that the demand has been raised as the concerned workmen have been working for nearly three years on temporary or probation basis thus depriving them of various benefits. He also stated that it is obligatory for the company to make the workers permanent after lapse of six months after

completing probation period. Shri Kurian has stated that they have engaged the services of temporary workmen and probationers between 1991 and 1995 and that they maintain attendance register and muster roll for such temporary workmen. He also stated that the company does not recruit workmen directly as probationers but recruit them first as temporary or trainees and after about two years training, they are appointed as probationers.

199. There is no evidence on record that the workmen are being kept on temporary or probation without absorbing them on the rolls of the company on satisfactorily completion of training and probation. The terms and conditions of the employment are covered by the Factories Act and the Certified Standing Orders of the company and it is not within the jurisdiction of the Union to make such a demand. There is no evidence on record that the members of Party I have been denied permanency although they have satisfactorily completed the training and probation. There is nothing on record that the workmen have been working for nearly three years on temporary/ /probation basis without making them permanent. Be that as it may, it is well settled by the Constitution Bench of the Apex Court in the matter of **Secretary, State of Karnataka & Ors. vs. Umadevi & Ors., 2006 (II) CLR 261** that when appointments are temporary, casual or contractual in nature, such a person cannot invoke the theory of legitimate expectation for being confirmed in the post when the appointment to the post can only be made by following a proper procedure for selection. The Party I has therefore no authority to raise the said demand as permanency of the workmen is done on individual basis in terms of Certified Standing Order of the company and not on completion of number of days as claimed by the Party I. The above demand No. 35 is therefore, does not survive.

Demand No. 36: **Accident on duty**

200. It is demanded by Party I that they be given wages/salaries and other benefits in case of any kind of accident or injury caused to the workmen in any grade in the factory during duty hours. In the written statement, the Party II(1) has stated that the benefit of workmen meeting with an accident while on duty are covered under the various settlements and needs no further consideration. Shri Rohidas has stated that there is every possibility of accidents occurring while performing the work like placing or removing tyres from the press/mould and therefore Union has asked only certain modification. Shri Kurian has stated that an Occupational Health Centre is functioning at the factory where first aid is administered by male nurse and there is a doctor from 8.00 a.m. to 4.00 p.m. in the said centre and the male nurse throughout. He, however clarified that medical treatment is not given to the workmen at OHC but only first aid. They have an ambulance in the factory and the brand of the ambulance is TATA Winger. It therefore reveals that there is a male nurse as well as OHC where first aid is administered. There is also an ambulance which takes care of the person, in case of emergency. There is however nothing on record that accidents have occurred while performing the duty and that the workmen have not been given any treatment or special leave or that he has not been paid wages. The demand No. 36 being not fair and proper needs to be rejected.

Demand No. 37: **Accident outside factory premises**

201. It is demanded by Party I that in case a workman meets with an accident while not on duty outside the factory premises he should be given 100% wages for such time he is fully recovered to resume duty in any case not exceeding six months and the Company should reimburse full medical expenses. In the written statement, the Party II(1) has stated that the benefit for workmen meeting with an accident outside duty are covered under various settlements and are more than sufficient and need no further revision. Shri Rohidas has stated that the demand is made in respect of accidents which occur when the workmen comes to attend their duty and when he goes home after completion of duty as the company has not provided any relief to the aggrieved workmen when the accident occurs outside the factory premises since the accident caused to the workmen directly affects the working of the company. Shri Kurian has stated that the 1991 settlement covers accidents that may occur to the workmen outside their duty hours and outside the precincts of the factory. He also stated that under the E.S.I. Scheme workmen receive all medicine and medical expenses free of charge.

202. Discernibly, it is provided in 1991 settlement under clause 7 that the workmen who are not covered by ESI Scheme will be covered by Group Insurance Scheme and the company would reimburse medical expenses on production of bills as per the grades as claimed by Shri Kurian and if he is covered under ESI, the workmen would receive all the medicines and medical expenses free of charge. The company does not pay the wage for the days the workman remains absent due to the accident and the workman can avail the said wages

by applying the leave. Needless to mention, the benefits for the workmen meeting an accident outside the duty are covered under various settlements including settlement dated 20.11.1991. There is also no trend in the region as well as in their other Plants situated elsewhere for providing the demands mentioned in the claim statement. The demand No. 37 therefore cannot be accepted.

Demand No. 38: **Safety/Protective wear**

203. It is demanded by Party I that confirmed workmen other than to whom safety shoes are not provided should be given a sum of Rs. 500/- towards purchase of safety shoes and every workmen should be given Rs. 250/- every year towards purchase of umbrella and other rainwear as mentioned in the claim statement. In the written statement, the Party II(1) has stated that supplying protected wear to its workmen is covered by statute and decided by safety committee which is a statutory body and issue of such safety wear is covered by settlement dated 20.11.91 which is more than sufficient and needs no further revision. Shri Rohidas has stated that there is already a practice existing of providing protective safety wear to the workmen who have been working in different departments and the Union has sought a slight modification in the existing practice and the demand for protective gear, safety shoes and rainwear is to be made on yearly basis.

204. Shri Kurian has stated that under 1991 settlement at Exh. 116, only workmen of eight departments specified therein are issued a raincoat and gumboots worth Rs. 150/- every alternate year and umbrella worth Rs. 150/- every alternate year and the rest of the workmen do not get gumboots and raincoat but are reimbursed Rs. 150/- per year towards an umbrella and that between 1991 and 1995 safety shoes were not issued to every workman in the factory and that they were reimbursed at the rate of Rs. 150/- per year per workman. A little peep into 1991 settlement shows that an amount of Rs. 150/- each per year was paid towards purchase of safety shoes and rainwear in eight departments. There is therefore a practice of payment of Rs. 150/- each towards purchase of safety shoes and rainwear, although in eight departments. There cannot be any dispute that the confirmed workmen in eleven departments mentioned in the claim statement are required to wear safety shoes, protective gear and rainwear and therefore, an amount of Rs. 300/- per year shall be paid to the said workmen towards purchase of safety shoes and an amount of Rs. 300/- per year shall be paid for purchase of rainwear in the month of May. Hence, the above demand No. 38 is answered accordingly.

Demand No. 39: **Sweaters**

205. It is demanded by Party I that the Company should pay to every permanent workman Rs. 500/- towards purchase of sweater every year. In the written statement, the Party II(1) has stated that they are providing sweaters and money in lieu of sweaters is given to the workmen as per the settlement dated 20.11.91 for certain departments including security/watchmen. Shri Rohidas in the affidavit has stated that there is a trend in the industrial units in the region to provide sweaters to its employees once in a year. Shri Kurian has stated that sweaters are provided under the 1991 settlement to some of the workmen specified in clause IV(6)(c) at Exh. 116. He also admitted that the workmen coming to the factory to attend the third shift which commences at 12.00 midnight would be traveling somewhere between 10.00 p.m. and midnight from their homes to the factory, so also workmen who had completed their second shift which ends at 12.00 midnight would be traveling back to their homes after midnight and that the above set of workmen would also be exposed to the cold weather during winter while traveling to the factory or returning from the factory to their homes.

206. Needless to mention, the company has been providing a sweater to the workmen in terms of 1991 settlement and has been reimbursing Rs. 200/- once in two years. The settlements produced of Merck Ltd. as well as ZACL do not show that they are providing sweaters to its employees or paying cash in lieu thereof. There is no trend in the industrial units in the region to provide sweaters to its employees once in every year. Shri Kurian has however admitted that the sweaters are provided to the workmen since in winter it gets cold and the workmen are exposed to the weather. There is no dispute that the workmen are working in three shifts and therefore they are exposed to cold weather during winter and therefore there is justification for providing sweaters to all the workmen. There is also a principle of payment of Rs. 200/- to the workmen towards purchase of sweater every two years. There is certainly inflation between the period from 1991-1998 and therefore, an amount of Rs. 200/- should be paid to every permanent workmen for purchase of sweater every year and the same would be fair and proper. Hence, the above demand is answered accordingly.

Demand No. 40: **Uniforms**

207. It is demanded by Party I that the existing system of providing uniforms should continue with modifications as mentioned in the claim statement. In defence, the Party II(1) has stated that the uniform are supplied to the workmen as per the settlement dated 28.7.1981 and as per the said settlement, the permanent tyre builders and tyre curing operators were supplied three sets of uniforms in a calendar year as against two sets given for the present and for the rest of the workmen, the existing practice of providing two sets of uniforms continued. Shri Rohidas has stated that there exists a practice of providing uniforms to the workmen of the company and the Union has sought only small modification in respect of already existing provision. Shri Kurian has denied that uniform of Banbury operators gets more dirty as compared to other departments consisting of a pant and a shirt and for the last 4-5 years they are providing armless banians to certain departments and workmen are allowed to work with banians instead of wearing a shirt and this happens mainly in Banbury, Tread tuber, Calendar, Tyre building and Tyre curing Departments since the temperature is high on the shop floor. He also admitted that in Tyre curing department, the pant of the workmen gets more soiled than the shirt. The workmen are issued safety shoes but are not issued socks to wear with the shoes. It is therefore considering the above evidence, Banbury department should be provided with one extra set of uniform; Tyre building/Curing should be provided with one extra pant; Band building/Banner department should be provided with one extra shirt and every permanent workman should be provided with two pairs of shocks. Hence, the above demand No. 40 is partly granted.

Demand No. 41: **Soap/towels**

208. (A) It is demanded by the Party I that soaps as mentioned in the claim statement be granted. In the written statement, the Party II(1) has stated that soaps and towels are issued to the workmen in accordance to various settlements arrived at between the management and the Union which are more than sufficient to meet the needs of the workmen and no further revision on the same is justified. Shri Rohidas has stated that the company has already been providing soaps to its workmen and the Union has only sought certain modification in the existing practice keeping in mind the drastic changes in economic scenario. Shri Kurian has stated that the practice since 1991 has been to give all the workmen one regular Lifebuoy soap of 150 gms. per month. He also stated that on depending upon the type of work mechanics perform, they may soil their hands more than the other workers, however all the mechanics and electricians are provided with cotton gloves. The record shows that the Kottayam Plant has been giving 3 cakes of soap per month to all production workmen, engineering workmen and sweepers who work in Banbury department and 2 cakes of soap per month to all other workmen. The practice followed in Kottayam Plant in giving 3 cakes of soap per month to all production workmen, engineering workmen and sweepers and 2 cakes of soap per month to all other workmen is fair and same should be followed by Party II(1).

209. (B) TOWELS: It is also demanded by Party I that the rate of giving towels to the workmen should be increased to Rs. 350/- per year and for subsequent year 1997 and 1998 the rate should be increased by Rs. 30/- every year. In the written statement, the Party II(1) has stated that the towels were issued to all the workmen in accordance to various settlements. It is seen that in the 1991 settlement the existing practice of giving towel was agreed to be continued. In 1981 settlement one bath towel per year was issued to all the workmen. There is no dispute that there was a practice in the company of Party II(1) to give one towel to the workers in 1981 and the same practice continued in the settlements of 1984, 1988, 1991 and 2001 respectively. It needs no mention that one towel is not sufficient considering the nature of work being done by the workmen and the purpose it was issued. It would be therefore just and proper to issue two towels to the workmen every year or the cost of the said two towels. Hence, the above demands are answered accordingly.

Demand No. 42: **Two wheeler tyre tubes**

210. It is demanded by the Party I that every workman should be given free of cost one set of tyres and tubes for two wheelers and one set on subsidized rate on seniority as mentioned in the claim statement. In the written statement, the Party II(1) has denied that the industrial units in the region have accepted the principle of giving discount on their products to the workmen who are in employment if they want to avail of the facility of buying the products manufactured by the company. However, in the settlement dated 20.11.91, two numbers of two wheeler MRF tyre and tubes were given to the workmen at subsidized rates as a goodwill gesture from the management without adding the cost so incurred. Shri Rohidas has stated that many industrial units

in the region have already accepted the principle of giving discount on their products to the workmen who are in employment, if they want to avail facility of buying the products. The company has not been giving any benefit of discount to the workmen in respect of the above said demand and the workmen are required to buy their product from the company's outlet at factory rate, which is more than the cost of production. Shri Kurian has stated that under the 1991 settlement, the workmen were entitled for subsidy of 20-30% on the market price of two tyres for a two wheeler for the entire period of the settlement of four years.

211. The claim of the Party I is that every workmen should be given free of cost one set of tyre and tubes for two wheeler and one set at subsidized rate on seniority basis effective from the year 1995. The Party I however has not produced on record the cost price of the two wheeler tyre during the period from 1991-1998. It is also not denied that during the above period, the Party I was not manufacturing two wheeler tyre and tubes at their unit at Usgao. The TVT Plant and Kottayam Plant do not provide for free two wheeler tyres and tubes or at subsidized rate to its workmen. There is no justification for granting free of cost one set of tyres and tubes for two wheeler as none of the other units of the Party II(1) are giving such a benefit. The Party II(1) in the settlement dated 20.11.1991 has however made provision of giving two wheeler tyre and tubes to its workers at subsidized rate according to the seniority. There is no dispute that on account of inflation the subsidized rate as stipulated in 1991 settlement requires to be revised as on 30.09.95 and therefore for workmen who have put in service upto 6 years should be entitled for subsidy of 25%, workmen of years of service from 6 to 11 years should be entitled for subsidy of 30% and the workmen of years of service 11 years and above should be entitled for 35% as subsidy on purchase of one set of two-wheeler tyres and tubes. Hence, the above demand is partly answered in the affirmative.

Demand No. 43: **Subsidy towards credit Co-op. Society loan**

212. It is demanded by the Party I that the Company should give interest free loans to be repaid in 48 equal monthly installments. The loan is to be given as per the Rules and Bye-laws of MRF Employees Credit Co-op. Society as mentioned in the claim statement. In defence, the Party II(1) has denied that the company has accepted the principle of giving loans to the workmen without interest but only has subsidized the interest on loans availed by the workmen from MRF Employees Credit Co-op. Society Ltd. as specified in the various settlements, the last settlement being signed between the management and the Union on 20.11.1991. The loan is to be sanctioned to the workmen concerned after they become members of the society by paying the required share capital and producing necessary surety as per the Bye-laws of the society. Shri Rohidas in the affidavit has stated that the company has already accepted the principle of giving loans to the workmen and requires certain modifications after looking at the poor financial conditions of the workmen.

213. Shri Kurian has stated that they have MRF Employees Credit Co-operative Society which disburses loan to its members who are both from the management and the workmen and under the settlement of 1991 at Exh. 116, the maximum loan given by the society was Rs. 18,000/-. The loans have to be returned within 48 months by monthly installments. Needless to mention, the company has already accepted the principle of giving loans to the workmen repayable in monthly installments. In 1991 settlement, the subsidy towards Credit Co-operative Society loan for purchase of furniture/ /vehicle etc. was granted to the different graded workmen and the maximum was Rs. 18,000/-. In 2001 settlement, the interest subsidy on loan availed from above society for purchase of furniture/ /vehicle etc. granted to the different graded workmen was increased to the maximum of Rs. 25,000/- for the period 1995 to 1998 repayable in 36 installments, which workmen of Party I should also be allowed to avail as the other Credit societies and the Banks charge heavy interest in order that workmen are not put in such difficult situation and to prevent any hardship to them. The demand of Party I for interest free loan as on 30.9.95 to all the workmen irrespective of their grades therefore cannot be granted. Hence, the above demand No. 43 is answered accordingly.

Demand No. 44: **Welfare Fund**

214. It is demanded by the Party I that every permanent workman should be given the benefit of Welfare Fund and that every workman should contribute Rs. 3/- per month and the Company should contribute Rs. 10/- per workman. In the written statement, the Party II(1) has stated that the contribution of the workmen and the company to the Welfare fund is governed by terms and conditions of various settlements including the last settlement signed on 20.11.1991 between the management and the Union and the contribution to which are more than sufficient. Shri Rohidas has

stated that the company has already accepted the principle of welfare fund and the present demand only requires minimal modification in the said provision. Shri Kurian has stated that under 1991 settlement, the company was contributing Rs. 4/- per month per confirmed workmen for welfare fund. Needless to mention, the Party II(1) has already accepted the principle of Welfare fund. In 1991 settlement, the workman and the management were contributing Rs. 2.50 per month and Rs. 4/- per month respectively. The present demand requires only minimal modification keeping in view the sound financial capacity of the company and that purpose of Welfare fund was for the betterment of the workmen who are also equally contributing towards the turnover of the company, and therefore, an amount of Rs. 3/- from the permanent workmen with contribution of Rs. 6/- from the management would be fair and proper. Hence, demand No. 44 is partly answered in the affirmative.

Demand No. 45: **Thrift Scheme**

215. It is demanded by the Party I that the existing practice of thrift scheme be continued with modifications in the rate of workmen/ /management contribution as mentioned in the claim statement. In defence, the Party II(1) has stated that the thrift scheme for its workmen has started subsequent to settlement signed between the management and the Union on 2.5.1984 and the contribution toward the thrift scheme and its operation is governed by various settlements, the last three settlements being settlements dated 2.5.1984, 18.1.1988 and 20.11.1991. Shri Rohidas has stated that the company has already accepted the principle of thrift scheme and that the Union has demanded only a small modification in the scheme considering fast changing economic scenario and ever increasing inflationary rate.

216. Shri Kurian has stated that the contribution towards thrift scheme in the year 1984 was Rs. 25/- from the workman and Rs. 15/- from the management and that there has been no change in this proportion and rate of contribution in the 1988 or 1991 settlement. In 1988 settlement the rate of contribution towards thrift scheme was Rs. 50/- from the workman and Rs. 30/- from the management and there has been no change in this proportion and rate of contribution in the year 1991 or 2001 settlement. The contributions towards the Thrift scheme are paid into the account in which the signatories are management persons. The amount is utilized to advance loans to the workmen on a list based upon seniority of the workmen. He also stated that the workman who takes such a loan has to repay the same within four years and the repayment is done by deduction from his wage.

217. Discernibly, the company has already accepted the principle of thrift scheme. The Union has demanded only a small modification in the said scheme after considering the fast changing economic scenario. The Party II(1) has doubled the contribution towards thrift scheme in 1984 settlement from Rs. 25/- and Rs. 15/- respectively to Rs. 50/- and Rs. 30/- respectively in 1988 settlement. There is however no change in the contribution in 1991 and 2001 settlement and no justification has been given for not increasing the contribution towards the thrift scheme, which inculcates the habit of saving for the workmen and therefore the demand No. 45 of Party I for increasing the rate of contribution to Rs. 100/- and Rs. 60/- by the management and the workmen respectively towards the thrift scheme is fair and proper. Hence, the above demand is answered accordingly.

Demand No. 46: **Double Building**

218. It is demanded by the Party I that the existing practice of double building in Tyre Building Department should be abolished effective from 1.1.1996 as the existing practice is dangerous to workman's life. In the written statement, the Party II(1) has stated that the concept of double building was introduced in 1985 at the Goa Unit and it has been well accepted in the tyre industry and that it does not pose any danger to the workmen's life. Double building allowance was introduced in the settlement dated 18.8.1988 and has enhanced in settlement dated 20.11.1991. Shri Rohidas in the affidavit has stated that in double building, the tyres are required to be carried twice through the entire process of curing which is not only tedious but also very dangerous as the tyres are to be fed in the presses/moulds immediately after being cured once and this process is very dangerous and operate at extremely high temperature and hence, the process should abolished.

219. Shri Kurian has stated that the Party II(1) has a system of double building in Tyre Building Department. The normal process of tyre building is where a single operator builds/assemble a green tyre from the components supplied from the different departments on a tyre building machine and in the double building system, two individual operators of the same grade work together to build a single tyre. He clarified that it is more beneficial to the workmen and that there is no loss of wages and the workman prefers to go for double building.

He reiterated that double building is a better system and it is in practice all over the world in tyre industries and that in settlement of 1991, there is a mention of double building system with allowance. There is no evidence on record that the curing process is tedious and dangerous for workmen or that tyre are required to be fed in the presses/moulds after being cured once.

220. Admittedly, there are two systems in tyre building, single building and double building. A single operator assembles a green tyre from the components supplied to him on the machine in a single building system and in a double building system, two individual operators of the same grade work together on the same machine to build a single tyre. The process of double building therefore not only increases productivity in tyre building but also decreases the work load and fatigue on the individual workman. Moreover, the said system is more beneficial to the workmen and that they prefer to go for double building as the earnings of the workmen doing double building increases substantially by various allowances, which according to Shri Kurian is followed all over the world, so also by the Party II(1) since 1985 at the Goa unit. No evidence has been adduced by Party I that the double building poses any danger to the workmen's lives and that it operates at extremely high temperature causing serious burns and physical injuries to the workmen handling the tyres or that it proved fatal. It is therefore demand No. 46 is not fair and proper.

Demand No. 47: **Union office**

221. It is demanded by the Party I that the Company should provide a well furnished Union office within factory premises. In the written statement, the Party II(1) has stated that the said demand is in no way relates to the employer--employee relationship and hence deserved to be rejected outright. There is no trend in the region for the company to provide for a place which serves as an Union office in the premises of the company. Shri Rohidas Naik has stated that there is a trend in the industrial establishment in the region as also all over the country that company provides for a place to the Union which serves as an Union office within company premises which saves considerable time and money of the workmen but also serves as a stepping stone for cordial and peaceful industrial relations. The company has not provided any such place in the factory premises and as such it becomes impossible for the Union to communicate with them or to receive or to send them any communication which may be very urgent and this hampers the work of the Union.

222. Shri Kurian has stated that the Party II(1) has not provided any Union office till date and at present if a workmen needs to consult his office bearers, he has to meet them on the shop floor. He also stated that depending on the location where the workmen resides, he might travel 40-50 kms. to come to the factory and that he does not know whether the company has provided the Union with office at factory premises in their other Plants. There is nothing on record that the other Plants have provided office to the union, but Zuari Agro Chemicals Ltd. in their Settlement dated 25.4.1994 at Exh. 209 had agreed to provide a rest room or a suitable Union office as early as possible. It is not known whether the other Plants have the rest room or the Union office in the factory premises, however, there is a requirement of office in the factory premises in order to discuss and sort out day-to-day issues, which cannot be done on the shop floor.

223. The explanation of Shri Kurian that if the workman needs to meet his office bearers, he has to meet them on the shop floor cannot be accepted being far-fetched as it is not possible for the unionized members to meet the office bearers of the Union on the shop floor and discuss their issues as the workers in the factory of Party II(1) are working continuously being a continuous running system having three shifts, so also it becomes impossible for the Union to communicate with the office bearers or the workmen or to receive or to send them any urgent communication. Needless to reiterate, the Zuari Agro Chemicals Ltd. has provided an office for the Union members at factory premises. There is therefore no justification for the management not to provide an office for the Union at the factory premises, which could be a stepping stone for cordial and peaceful industrial relations. If there is an office within the premises of the company, it would be very easy and practicable for workmen to refer all their grievances to the Union in shortest possible time, which otherwise hampers their work and therefore demand No. 47 to have a Union Office is just and fair.

Demand No. 48: **Continuous Running Departments**

224. It is demanded by the Party I that workmen who are required to work during lunch break/ /dinner/breakfast should be given allowance of Rs. 300/- per month and the same should be considered for wages/salaries for all purposes. In the written statement, the Party II(1) has stated that none of the workmen works uninterruptedly and continuously for eight hours in a shift without a break for lunch/dinner/breakfast. All the

workmen are permitted to go for their lunch/dinner/ /breakfast break at scheduled time during the shift and therefore, compensation in any form does not arise. Shri Rohidas has stated that the company has not been paying any compensation to its workmen who work uninterruptedly even during lunch/dinner/breakfast break and does not accommodate the workmen after completion of work for their lunch/dinner/breakfast break and therefore, compensation of Rs. 300/- per month is very minimal.

225. Shri Kurian has stated that the factory is continuous running system and that there are departments like Banbury, Tread Tuber, Calendar, Tyre Curing and Time Banner which run continuously during lunch/dinner/breakfast break by providing relievers during the said breaks and that member of the crew are relieved in a staggered system during that period. There is however no evidence on record that the workmen from the above departments which run continuously are not permitted to go for their lunch/dinner/breakfast break at scheduled time during the shift. No person from the said departments has been examined to prove that the said departments are running continuously during the said breaks without providing any relievers and that the workmen work uninterruptedly without taking any break for lunch/ /dinner/breakfast and therefore the payment of compensation as demanded by the workmen does not arise. Hence, demand No. 48 cannot be granted.

Demand No. 49: **Job specifications**

226. It is demanded by the Party I that the Company should do job specification with the Union representatives in the month of December every year along with Classification and Gradation. In defence, the Party II(1) has claimed that the job requirement on every machine is graded as per the industrial engineering standard and the workmen are trained on the job and paid according to the job done by them. The holdup if any form is rare which is obvious from breakdown/holdup allowance allowed as per settlement dated 2.5.1984. Shri Rohidas has stated that at present the company has not been providing job specification to any of the workmen on the alleged pretext that the same is prerogative of the management and keeps on charge-sheeting the workmen on the ground that they have not produced tyres as per job specification without disclosing to the workmen the same. The Party II(1) never shows a copy of IED report to workmen/Union which is important since wage of every workman is connected with the IED report.

227. Shri Kurian has stated that in the settlement of TVT Plant at Exh. 293 colly, there is a system of setting down the job specification on each job in the production line and that the said settlement specifies for the Tyre Building Department, the number of tyres of each size that constitutes 100% production and the method and machine on which the same is to be produced and it also specifies the crew jobs, crew strength and specifications of work for the crew members and their work standards. Shri Gracias has also admitted that in previous settlements, there was no clause by which the standards and norms were negotiated and fixed by the Union and the management and it could be that in other Plants of Party II(1), the norms and standard of production for the calculation of 100% production for each piece or crew are negotiated between management and the Union. Shri Kurian has also admitted that the standard of production and crew strength of each department are specified in the settlement of Kottayam Plant at Exh. 216 colly. He also admitted that except for the sections under clause 15, 25, 32 to 38 of the settlement of TVT Plant at Exh. 293, it has similar sections to those specified in the remaining clauses of the said Annexure at the Goa Plant.

228. It therefore reveals from the evidence of the parties that the company has not been providing any job specification to any of the workmen unlike the TVT Plant and Kottayam Plant of MRF Ltd. There is no such job specification in the Plant in Goa and as such the workmen are entirely at loss to know the correct position as to the job specification although it is they who are required to carry out the job as in the case of TVT and Kottayam Plants of Party II(1), which leads to undue harassment on the part of the management. The unilateral fixation of the crew strength, works standards and job specification without discussion with the Union directly affects and prejudices the wage of the production and engineering workmen which have given rise to unnecessary dispute between the parties, which has to be avoided in the interest of both the management and the Union. The demand of Party I for job specification as in the cases of other Plants referred above is therefore proper and justified. Hence, the demand No. 49 is accepted.

Demand No. 50: **General**

229. It is demanded by Party I that in case of any changes in operation are required from the workmen as a result of new technological changes, new processes, innovations, installations of new machinery for the increase in production due to

them, additional production benefit should be given to the workmen after discussing the norms with elected representative of the Union within a period of three months, failing which both the parties should resolve the same by resorting to legal machinery provided under the law and that till such time the dispute is settled, the Company should not make any changes in the existing day-to-day working of the workmen. In defence, the Party II(1) has stated that it has become must for any industry to update its machinery, technology and to increase productivity in order to meet the competition that will be forced on the industry with the induction of similar industry by multinationals. The workmen are taken into confidence whenever new machinery is installed. The interest of the workmen in the event of modernization is safeguarded by various legislations and adapting to new technologies is part and parcel of a growing industry.

230. Shri Rohidas has stated that the company has not been discussing any change in technology or introduction of new machinery with the Union or the workmen and the same are incorporated by the company to the detriment of the workmen at most of the time thereby causing unnecessary losses to itself and workmen in terms of time and money. Shri Kurian has stated that the Industrial Engineering Department does the time and motion study of new machines, new processes, new size of tyre or a new method before introduction of such system at the shop floor. The IED prepares a report on the basis of the above study and based on the study, the management fixes the number of pieces which would constitute 100% production of that size of products in the concerned department 'without discussion' between the Union and the management. He also stated that IED report is not shared with the Unions since it is confidential document, however at the same time, they inform the workers/Unions the number of pieces which constitutes 100% production for that new product, which constitutes that norms. He also admitted that they do not notify the Union of the proposed study or change that may be introduced by the management pursuant to IED report nor furnish to the Union the IED report.

231. Needles to mention, the standards of production and crew strength of each department are specified in settlements of Kottayam Plant at Exh. 216 colly. It is specifically mentioned in the said settlements that in future all standards, as and when new machinery, products, process or methods are introduced, will be discussed and implemented within one month of submission of industrial engineering study report and that the period between the installation of machinery/ /introduction of process, methods, etc. and submission of IED report to the Unions and the one month period earmarked for discussions as referred above will be treated as trial period during which workmen will be paid their average earnings of the immediately preceding month and if no consensus is arrived at between the parties within the stipulated time of one month, the workmen shall be paid on the basis of standards fixed by Industrial Engineering Department.

232. The other settlement produced on record between the management and workers of TVT Plant at Exh. 293 also provides for method change/ /introduction of new size in clause 19, it states that wherever method changes take place or new sizes are introduced, fixation of crew strength, fixation of production standards, work content and the incentive payable per unit of production, etc. arising out of method change/new size will be discussed by the management and the Union and will be settled as per IE norms, expeditiously within a period of six weeks from the date of such method change/introduction of new size and that the workmen will extend full co-operation for carrying out full and final study and to finalize the standard as per IE Norms in an expeditious manner and that during the period of six weeks, payment of incentive will be made on the standard applicable before such method change was introduced and regarding new size, they have to produce in line with the similar size available and where there is no agreement on the final standard within this period of six weeks, incentive shall be paid on the basis of the revised standards/new standard as per the existing practice, until the final decision is taken on the standards.

233. It is therefore manifestly clear that in the other Plants of Party II(1), no new machinery, products, processes or methods are introduced prior to discussion with the Union. It is therefore obligatory on the part of the management to disclose to the Union the Industrial Engineering Report and to discuss with the Union before fixation of the norms/standards of production as in the above two cases. Needless to mention, failure of furnishing of IED reports or refusal to discuss the fixation of the norm by IED with the Union directly affects and prejudices the wages of the production and engineering workmen as admitted by Shri Kurian in his cross examination since what constitutes 100% for each piece in production department is based upon the norms fixed by IED

report, which is not shared or discussed with the Union before its implementation. It is therefore, the Party II should share the report of Industrial Engineering Department and other such reports before introducing changes in methodology and production and same should be made part of the settlement as is the practice in the other sister concerns of the Party II(1) and all decisions to that effect should be taken bilaterally after discussion with the Union and hence, the above demand No. 50 is answered accordingly.

Demand No. 51: **Withdrawal of suspensions of union members**

234. It is demanded by Party I that in order to pave the way for an amicable and long term settlement and that good relations and peace, harmony and tranquility are maintained, prior to the negotiations on the Charter of demands, all suspensions of Union members be withdrawn. In defence, the Party II(1) has stated that the demand is not fair and proper and that the workmen must have been suspended for specific acts of misconduct and has no scope for industrial dispute in the present reference. Shri Rohidas has stated that the said demand has been raised so as to pave way for amicable settlement of Charter of demands between the parties in the present dispute and thereby bringing industrial peace and harmony and also creating good relations. Needless to mention, the said demand cannot be raised in charter as rightly asserted by Party II(1). If the workman is aggrieved by any suspension/ termination, the workman concerned or the Union can raise the dispute against the said suspension, termination, etc. It is therefore such a demand is preposterous as the Party I has not specified as to which are the workmen who have been suspended/ terminated and the reasons thereof. The workmen could have been suspended or terminated for specific acts of misconduct which have to be dealt with by the Courts/Tribunals appropriately and as such, the said demand has no scope in the present reference. The Party II(1) has not shown any justification for grant of the said demand and therefore, the demand No. 51 is rejected.

Demand No. 52: **Period of settlement**

235. It is demanded by the Party I that the period of settlement should be for three years effective from October 1, 1995 to 30th September, 1998. In defence, the Party II(1) has claimed that the trend to sign the settlement between the company and its workmen is for an effective period of four years from the date of signing the settlement. Shri Rohidas Naik has reiterated the said claim, to which the witnesses of the Party II(1) disagreed. Shri Rohidas Naik has produced on record their own settlements as well as settlements of their other units and of the factories within the region. The Settlement dated 28.01.1981 of Party II(1) at Exh. 113 was for a period of three years and six months. The Settlement dated 18.01.1988 of Party II(1) at Exh. 114 was for a period of four years. The Settlement dated 02.05.1984 of Party II(1) at Exh. 115 was for a period of three years and six months. The Settlement dated 20.11.1991 of the Party II(1) at Exh. 116, was also for a period of four years. There was no settlement between 1.10.1995 till 14.04.2001. The Settlement dated 14.04.2001 at Exh. 453 covered two periods of three/four years each i.e. from 01.10.1995 to 30.09.1998 and 01.10.1998 to 30.09.2002.

236. Needless to mention, the above settlements of Party II(1) reveal that the trend to sign the settlements between the company and the workmen is for the periods of three years to four years. The Settlements dated 31.08.2006, 15.10.2009 and 24.08.2013 of Kottayam Unit of MRF at Exh. 216 colly also show that it is for a period of three years. The Settlement dated 12.05.2004 at Exh. 293 of TVT Plant of MRF shows that it is for a period of four years. The settlements of Merck Ltd. dated 16.04.1991 at Exh. 390, dated 6.10.94 at Exh. 391, dated 7.3.1998 at Exh. 392, dated 26.7.2006 and dated 03.11.2009 at Exh. 215 colly are for three and half years. The settlements of Zuari Agro Chemicals Ltd. dated 25.04.1994 at Exh. 209, dated 5.11.1997 at Exh. 210, dated 19.5.2000 at Exh. 211, dated 16.01.2003 at Exh. 212, dated 24.03.2006 at Exh. 213, dated 30.11.2009 at Exh. 214, dated 22.06.1994 at Exh. 401 and dated 25.4.94 at Exh. 419 have been entered for a period of three years each. There is therefore a trend within the region and outside the region including their own units to sign the settlements for a period of three years, including the first part of settlement dated 14.4.2001. There also cannot be any dispute that any settlement given the fast changing scenario in market condition and inflationary trends is required to be in vogue for a shorter duration of time in order that the workmen have a fair revision of service conditions in the shortest possible time, reflecting the correct and real market or inflationary trends. It is therefore the demand No. 52 for a period of settlement for three years is fair and proper. Pursuant to discussion to all the demands as stated above, issues No. 1 and 2 are answered accordingly.

Issues No. 3 and 3A :

237. It is the case of Party I that the reference of dispute pertaining to Charter of demands raised by Party II(1) is illegal and untenable at law, while it is the case of Party II(1) that its demands are legal and justified. It is a matter of record that the appropriate Government referred the dispute as to whether the demands served by Goa MRF Union on the management are fair and justified and that the appropriate Government by way of Order referred to the Tribunal to decide (i) whether part of present FDA+VDA to be merged with service weightage/personal pay–VDA will be fixed with maximum level for each year and directly linked with individual performance and will be paid as per a percentage of performance and (ii) 7 day running for full Plant–to increase production and to generate more employment, the full Plant will run on all 7 days of the week, following a staggered weekly off system for the workmen, whenever required. 8 hours running of department machinery whenever possible, will be implemented.

238. The amended reference was on account of the points/issues proposed by the management of Party II(1) to be discussed along with the Charter of demands of the workmen. The management has raised various issues including FDA, VDA at clause No. 5 and seven day running for full Plant at clause No. 14. The demands of Party II(1) at clause No. 5 and clause No. 14 of letter dated 7.2.1996 at Exh. 252 have not been proved nor justified by leading specific evidence nor minutes of any meeting or discussion has been produced to substantiate the fact that the demands had been made on the workmen and had been part of negotiations on the Charter of demands of the workmen and since said demands were never discussed/negotiated by the parties, the same cannot be an Industrial dispute capable of being referred under the provisions of Section 10 of the Industrial Disputes Act,1947 and therefore on this count alone, the above issue No. 3A has to be answered in the negative. Shri T. M. Kurian and Shri Michael Gracias have also not supported the above demands nor produced any minutes of any meeting or discussion to substantiate that such demands had in fact been made on the workmen and had been part of negotiation on the Charter of demands of the workmen.

239. Shri Kurian has admitted that the records are not available with the company for him to make a statement that prior to 7.2.1996 whether company had made a request for running a full Plant on all the seven days a week following a staggered weekly off system, but claimed that in 1984 settlement, Engineering department, Shipping department, Tyre curing department, Tyre finishing department, Post Inflation department, Quality Control Inspection and Dispatch department were changed to seven days running system with staggered weekly off and that all other departments continued to run on six days with Sunday off. He also admitted that from 1984 settlement there was no change to seven day running system to those departments that continued in six day running system until settlement dated 14.4.2001 which changed the system to running the entire Plant on seven day running system. He further stated that prior to 1984 settlement apart from Engineering department, all other departments ran on six days running system with Sunday off and that Clause 4 of settlement dated 2.5.1984 specifies the departments listed in Annexure VII(1) thereto would be run for seven days and that Tyre curing department, Tyre finishing department, Post Inflation department, Quality Control Inspection and Dispatch department will be kept running for seven days in a week, if necessary. He further stated that as per clause 4 the above departments would be run for seven days only if there was a necessity.

240. The evidence of Shri Kurian therefore shows that the change in running system was part of points of discussion which was submitted prior to Charter of demands of Party I at which time there was not GMU existing. The GMU came into existence much after Charter of demands of Party I and the points for discussion of Party II(1). There is no seven day running system prior to filing of Charter of demands and all the departments except few were kept running for six days as per 1984 settlement and some departments was kept running for seven days in a week, if so necessary. It is therefore there was no system of running the departments for seven day prior to 2001. The same was introduced only in 2001 by way of settlement dated 14.4.2001 which was illegal and without discussion with Party I and without any minutes or negotiations held on changing over to seven days working and therefore, it cannot be said that the demand raised by Party II(1) is justified.

241. Shri Michael Gracias has admitted that there are no minutes in his possession to show that the points in letter dated 7.2.1996 at Exh. 252 were discussed before conciliation or during conciliation. There is no doubt that the management has raised points/issues to be discussed along with the Charter of demands dated

15.2.1996 of Party I, however Shri Gracias who was a party to the settlement dated 14.4.2001 has clearly admitted in cross examination that there are no minutes to show that the points in letter dated 7.2.1996 were discussed before conciliation or during conciliation. There is also no evidence from any of the parties to the settlement or through the management witnesses that the said points/issues dated 7.2.1996 at Exh. 252 were ever discussed, negotiated or finalized before arriving at the settlement dated 14.4.2001 and therefore, the case of Party II(1) that its demands are legal and justified cannot be accepted nor it can be said that the Charter of demands raised by GMU which culminated in settlement dated 14.4.2001 are fair and proper.

242. Shri Gracias has further admitted in the cross examination that from the time he joined the company in the year 1973, the departments had a six day running system with Sunday off and by mutual understanding, the workmen of the Curing department would work on Sundays depending upon the material to be cured. He, however claimed that departments such as engineering and stores would also be run to seven days from inception but admitted that as per clause 4 of 1984 settlement, Tyre curing, Tyre finishing, Post inflation, Quality control inspection and Dispatch departments would be run on seven days, if necessary. He also admitted that the full Plant commenced in a seven day running system approximately in the year 2002. It is therefore the statement of Shri Govind Mapari that under 2001 settlement, there was introduction of a new system of running all departments in a seven day running system, cannot be accepted. Shri Gracias has also admitted that there is no quantified amount agreed to be paid by the management in the settlement of 14.4.2001 for changing over to seven day working system.

243. It is therefore not understood as to how the said settlement dated 14.4.2001 was entered into without agreeing the quantified amount to be paid by the management for changing over to seven day running system. The reference made in the points for discussion along with Charter of demands at Exh. 252 to seven day running for full Plant and implementation of the same in 2001 settlement would clearly imply that prior to Charter of demands raised by the management dated 7.2.1996, the full Plant was running for six days and certain departments would run for seven days, if necessary by mutual agreement. It is thus seen that there was no practice of seven day running system but by a notice with a reason by mutual agreement. The award dated 15.3.2017 at Exh. 461 is particularly with reference to the complaint filed by Party I for change in service conditions effected by the management after settlement dated 14.4.2001. The Party II(1) having failed to prove that the points/issues raised by them is an industrial dispute or a demand, capable of being referred under the provision of Section 10 of Industrial Disputes Act, 1947 and that they are legal and justified, it has to be answered in the negative, on the other hand, the Party I having shown that the reference of dispute pertaining to Charter of demands raised by Party II(1) is untenable at law, issue No. 3 is answered in negative and issue No. 3A in the affirmative.

Issue No. 3B:

244. Ld. Adv. Shri G. K. Sardessai for Party II(1) and Ld. Adv. Shri M. S. Bandodkar for Party II(2) have submitted that a workman ceasing to be in employment on superannuation may become a member of the Union subject to the limitations imposed by the Bye-laws. They have submitted that Shri Rohidas Naik has not produced any evidence to prove that he is the President of the Union or that he has become member of the Party I Union after attaining age of superannuation or was a member at the time of his deposition. They further submitted that a workman may surrender his membership of the Union voluntarily and the conduct of the member is determined for instance by joining another Union and further by becoming an office bearer of the said Union. Shri Rohidas Naik is not member of Goa MRF Employees Union on voluntarily giving up membership of the Union and on accepting membership of MMS and becoming office bearer of new Union, and otherwise representing the new Union in official capacity.

245. Ld. Adv. Shri G. K. Sardesai and Ld. Adv. Bandodkar have further submitted that Shri Rohidas Naik also stated that Union is a corporate legal entity and the witness deposing on behalf of the Union is mandatorily required to be authorised by a specific resolution of the Union. Party I Union a registered Trade Union is a body corporate under Section 13 of Trade Unions Act and has not by a resolution authorised Shri Rohidas Naik to depose on oath before this Hon'ble Tribunal on behalf of the Union and therefore his evidence cannot be considered. They further submitted that Shri Rohidas Naik has not produced any evidence to prove that he was a member of the Union at the point of time when he stepped in the witness box

to depose in the matter and therefore, Shri Rohidas Naik is not authorized to depose on behalf of the Union and in support thereof, they relied upon the cases of (i) Alka Toraskar vs. Vaishya Urban Co-operative Credit Society and anr. 2006(2) Bom. C. R. (Cri) 717 (PB) and (II) Chico Ursula D'Souza vs. M/s. Goa Plast Pvt. Ltd. 2008(6) BCR 399.

246. Discernibly, there is no prohibition under Trade Unions Act or regulations made thereunder for automatic cessation of membership on the happening of an event such as superannuation of a member unless the Bye-laws of that Union specifically state so and in support thereof one can rely upon the cases of (i) Tirumala Tirupati Devasthanam vs. Commissioner of Labour, 1995 Supp (3) SCC 653 and (ii) Bokajan Cement Corporation Employees Union vs. Cement Corporation of India, 2004 (1) SCC 142. The citations relied upon by Party II(1) viz. (i) Indian Oxygen Ltd vs. Their Workmen, 1969 (I) LLJ 235 and (ii) State Bank of India Staff Association vs. State Bank of India and Ors., (1996) 4 SCC 378 were rendered on the basis that there is prohibition in the rule contained in the Bye-laws for membership to continue or for a member to be an office bearer of the Union. The Bye-laws of the Union does not prohibit a membership to continue or for a member to be an office bearer and hence, the above contention of Ld. Advocates for Party II(1) and Party II(2) cannot be entertained.

247. The reliance placed by Ld. Advocates for Party II on the cases of (i) Alka Toraskar and (ii) Chico Ursula D'Souza, supra stating that Shri Rohidas Naik was not specifically authorized to depose on behalf of the Union also cannot be accepted as both the judgments are rendered in criminal matters under Section 138 of Negotiable Instrument Act where complaint is required to be made by the payee and if the same is a body corporate, then the same has to be under authorization of the body corporate by a resolution, unlike in the present case where Shri Rohidas Naik was specifically authorised to represent the Union by a resolution as also he is the witness to the fact within his own knowledge. Moreover, the Party II had not raised any objection as to the locus standi of Shri Rohidas Naik or his committee to represent the Union in any of the proceedings, including the award passed in earlier Reference bearing No. IT/18/03 where question of locus standi was raised and decided where it was held that Shri Rohidas Naik has locus standi to represent the Union and hence, is a competent witness to depose in the matter and therefore, the above contentions raised by Ld. Adv. Shri G. K. Sardessai and Ld. Adv. Shri M. S. Bandodkar cannot be entertained.

248. The issue before the Tribunal is whether the settlements dated 14.4.2001, 30.11.2002, 27.11.2006 and 6.4.2011 having been accepted by the majority are binding on rest of the workmen and as they cover all the demands which are subject matter of the present Charter of demands under adjudication, the dispute does not survive. Curiously enough, the Party II(1) has not produced the settlements dated 30.11.2002, 27.11.2006 and 6.4.2011 on record nor it appears that it is their claim that the said settlements have been accepted by the majority and binding on the rest of the workmen. It is a matter of record that the Party II(1) filed an application at Exh. 462 for amendment of written statement wherein it was prayed that the award be passed in terms of settlement dated 14.4.2001 to the extent that the said settlement covers the period of demands dated 15.2.1996 as according to it, the settlement dated 14.4.2001 divides the settlement into two parts from 1.10.1995 to 30.9.1998 and from 1.10.1998 to 30.9.2002 and sought leave to confine the plea of the binding nature of the settlement dated 14.4.2001.

249. Obviously, Party I wanted to give up its plea that the settlement dated 30.11.2002, 27.11.2006 and 6.4.2011 cover all the demands which are subject matter of the present Charter of demands. The said application for amendment was dismissed by order dated 20.7.2017 on the ground that proposed amendment is working injustice to Party I and not necessary for the purpose of determining the controversy between the parties. Be that as it may, the said settlements do not pertain to the period of settlement covered by Charter of demands of Party I. Nonetheless, even if it is considered that the settlement dated 14.4.2001 cover all the demands of Party I which are subject matter of present Charter of demands under adjudication, it has to be seen whether they are binding on Party I and its workmen or the workmen who have signed and accepted the benefits of the said settlement.

250. Ld. Adv. Shri G. K. Sardessai for Party II(1) has submitted that the burden of proof that the settlement is invalid or that the terms of the settlement is unfair or unreasonable lies on the Party I Union and not on the management and in support thereof, he relied upon the case of Mangalore Ganesh Beedi Works vs. Workmen rep. by Secretary, (2004) II(1)I LLJ 228. He further submitted that the Certificate of registration of

settlement dated 25.04.2001 at Exh. 450 under Industrial Disputes Act, 1947 raises a presumption that the settlement is in compliance with the provisions of the Industrial Disputes Act and it is for the Union challenging the validity of the settlement to rebut the presumption and as all the office bearers and executive committee members referred to in Goa MRF Union letter dated 29.06.199 at Exh. 441 have signed the settlement dated 14.4.2001, there is compliance of Rule 58. The workmen of the Party I Union having received the benefits, under the Settlement dated 4.3.1997 at Exh. 119, Settlement dated 9.9.1997 at Exh. 120 and Settlement dated 14.10.1997 at Exh. 121 which merged in the final settlement dated 14.4.2001 on part of the Charter of demands of Goa MRF Union without demur, they cannot now make any claim to the contrary and cannot now dispute the legality or validity of contents of the settlement.

251. Ld. Adv. Shri G. K. Sardessai has further submitted that question of adjudication has to be distinguished from a voluntary settlement and cannot be judged on the touchstone of the principles which are laid down by the Courts for adjudication. The spirit of the settlement has to be judged not by the yardstick adopted in scrutinizing an award for adjudication. It is not possible to scan the settlement in bits and pieces and hold some parts good and acceptable and others bad. The settlement has to be accepted as a whole or rejected as a whole and in support of his contention, he relied upon the case of Herbertson Limited, supra. He further submitted that adjudication should not result into an anomalous situation in as much as the settlement would bind the workers who have accepted the settlement and the workers bound by the award who are governed by different conditions of service, thereby creating two sets of workers employed by the same company enjoying different conditions of service and in support thereof, he relied upon the case of Sarva Shramik Sangh, supra.

252. Ld. Adv. Shri G. K. Sardessai has further submitted that 468 workmen out of 890 workmen including the members of Party I have accepted the benefits of the settlement dated 14.04.2001 which constitutes majority at the relevant point of time as per list at Exh. 436, and individual undertakings of 468 workmen who have accepted the settlement dated 14.4.2001 as per Exh. 437 colly, from the list of 890 confirmed workmen as on 14.4.2001 as per Exh. 438. The documents namely muster roll for the month of March, April and May 2001 at Exh. 442 colly and pay slips for the month of March, April and May 2001 at Exh 443 colly and to the exclusion of 133 workmen out of 1218 as on date at Exh. 454. He further submitted that the wages of the workmen have been revised periodically since 1976 to 2014 by settlements dated 16.10.1976, 15.06.1981, 02.05.1984, 18.01.1988, 20.11.1991, 14.01.2001, 30.11.2002, 27.11.2006, 06.04.2011 and 01.12.2014 and as such it cannot be any stretch of imagination said that any injustice has been caused to the workmen and in support thereof, he relied upon the case of Workmen vs. Management of KCP Ltd and others in Writ Appeal No. 1524 and 1525 of 2009.

253. Per contra, Ld. Adv. Shri V. Menezes has submitted that the settlement of 14.4.2001 was disclosed for the first time by amending the written statement of Party II(1) in the year 2013, twelve years after the same was claimed to be executed. There is no explanation in the evidence of either Shri Kurian or Shri Michael Gracias as to why Party II(1) did not disclose the same for all these years. Shri Michael Gracias has verified the amended written statement but has not given any explanation for its non disclosure before any forum including the Hon'ble High Court and Hon'ble Apex Court in connected matters, at any earlier stage and for the first time in 2013 the details of settlement were disclosed and claim was made that the same was fair and proper and that settlement, though being under Section 2(p) of the Act was binding on all the workmen apart from members of GMU, by virtue of the fact that it was accepted, through undertakings signed by the workmen numbering 468 out of 890 workmen claimed to be the total number as on 14.4.2001. The Party II(1) has not led any evidence to prove that the contents of the said settlement or the acceptance of their terms or of their binding nature and as such the claim of Party II(1) ought to be rejected.

254. Ld. Adv. Shri Menezes further submitted that what is relevant is the total number of workmen who were confirmed as on 30.9.1995 when the previous settlement came to an end and the date 30.9.1998 on which day the settlement dated 14.4.2001 is claimed as having covered all demands of Party I. The Party II(1) has not led any evidence to show the total number of permanent workmen on the above two dates and whether the majority of the workmen, whether resigned/retired/expired have signed the settlement. The burden of proving that the settlement is fair and its execution, applicability, coverage, acceptance of majority, compliance of Rule 58 lies upon the Party claiming

its execution/existence and in support thereof, he relied upon the cases of (i) Workmen of M/s. Delhi Cloth General Mills Ltd., vs. The Management of M/s. Delhi Cloth and General Mills Ltd., AIR 1970 SC 1851; (ii) Tata Chemicals Ltd Vs. Workmen, AIR 1978 SC 828, (iii) Adil K. Patel vs. Tata Iron, 1994 Lab. I.C. 2394, (iv) Brooke Bond India Ltd vs The Workmen, AIR 1981 SC 1660.

255. It is well settled in the above referred cases that burden of proving execution, applicability, compliance with Rule 58 and fairness of a settlement lies upon the Party claiming its execution. When the settlement is signed with one of the Unions in an establishment, Industrial adjudication will view the settlement from the following angles namely (i) Whether the settlement is a 2(p) settlement?; (ii) Whether the settlement is entered into by a Union or Unions representing the majority of the workmen?; (iii) Whether the settlement was signed by the recognised Union; (iv) How many workmen accepted the settlement? (v) Whether the settlement is tainted: i.e. malafide, corruption, collusion, fraud, unfair labour practices, etc.; (v) whether the settlement is fair and just as held in the cases. The point for determination is therefore whether the Party II(1) proved that the settlement dated 14.4.2001 was signed by persons authorised to sign the same on behalf of the workmen by a resolution to that effect; whether Rule 58 of the Industrial Disputes (Central) Rules, 1957 has been complied; whether the Co-ordination Committee has been properly constituted and whether they have played any role in the negotiations, besides the fact that the settlement was fair, legal and proper.

256. The Party II(1) has examined Shri T. M. Kurian as well as Shri Michael Gracias to prove that Settlement dated 14.4.2001 is just and fair and binding on all the parties. Shri Kurian in the affidavit-in-evidence has reiterated the case of Party II(1) and has stated that GMU negotiated with the management on the Charter of demands dated 11.9.1996 with Party II(1) and after protracted negotiation on said Charter of demands, finally a settlement under Section 2(p) read with section 18(1) of Industrial Disputes Act, 1947 was arrived at on 14.4.2001 with GMU and that the said settlement give fair and reasonable increase in wages and other benefits to the workers and was operative from 1.10.1995 to 30.9.1998 and from 1.10.1998 to 30.09.2002 and that the settlement was signed amongst others by Shri Michael Gracias. The said settlement was registered before the Labour Commissioner and office issued a Certificate of registration dated 25.4.2001.

257. Shri Kurian has also stated that after signing the settlement, the management displayed a notice on the notice board of the factory dated 16.4.2001 informing the workmen that the settlement shall be extended to such a workman who gives an undertaking in the manner spelt out in the schedule to the settlement and the benefits of the settlement was extended to all the workmen giving an undertaking that they shall abide by the settlement and all the demands raised by Party I in the Charter of demands dated 15.2.1996 are covered by the said settlements. He also stated that Rs. 50,000/- was paid to Shri Savio Furtado and two others as advance against any future settlements. He, however admitted that he had stated in the evidence in C-IT/4/98 that two undertakings were given on 21.4.2001, one undertaking was given on 23.4.2001, one on 28.4.2001 and one on 30.4.2001, so also that there is no undertaking by the workers concerned in LCC/14/2000. He also stated that he did not sign the settlement dated 14.4.2001 at Exh.453. He also admitted that as per settlement at Exh.453, it covers only the members of GMU as on 14.4.2001 but claimed that it was also extended to all other workmen of Goa MRF Union upon giving an undertaking to accept the settlement. It is however not clarified as to how many workers have accepted the benefits as there is nothing in the Settlement dated 14.4.2001.

258. Shri Kurian has also admitted that he does not know if Shri. Puti Gaonkar was the member of GMU as on 14.4.2001 but admitted that he was not the member of GMU and was not holding any post in GMU as on 14.4.2001 but claimed that he was the chairman of Co-ordination committee as on 14.4.2001, however it was not explained as to who authorised him nor there is any authorization produced on record. It is also not explained as to why Shri Savio Furtado who claimed to be the President of the Union had not signed the settlement as Party thereof. He admitted that he was not present for any meetings where Shri. Puti Gaonkar was present for discussion while arriving at settlement dated 14.4.2001 and that there are no minutes recorded to substantiate the presence of Shri. Puti Gaonkar in any meetings held prior to settlement of 14.4.2001. He also admitted that there is no resolution passed by the members of GMU authorizing Shri Puti Gaonkar to deal on their behalf or enter into any settlement on their behalf. He also admitted that Shri. Puti Gaonkar has his own Union by name Gomantak Mazdoor Sangh (GMS) and he is holding the post of President of that Union and none of their workers are the members of that Union nor the Union of Shri Puti Gaonkar is associated in any manner with their factory at Usgao.

259. Shri Kurian has also admitted that as per clause 3 of the Constitution and Rules of GMU at Exh. 452, the Union shall be totally and completely controlled by office bearers who are elected representatives of workmen of M/s. MRF, Goa and that the Union will not be associated with any other trade Union, organization, group or person in any capacity whatsoever for the matters related to running of the Union or those regulating the relationship with the employer with the conditions of service. It is therefore not explained as to how Shri. Puti Gaonkar was involved in signing of the settlement when the rules prohibit any person outside the office bearer of GMU to negotiate with the management. He also admitted that he was not personally aware what transpired in those meetings with Shri. Puti Gaonkar and that the Settlement dated 14.4.2001 nowhere refers to the formation or existence of the co-ordination committee and that he does not know the date on which the co-ordination committee came into existence. He also admitted that he does not have the copy of the resolution by which the co-ordination committee was formed and that he does not know whether there was a meeting of the workmen for appointing a co-ordination committee and unable to say how many workmen were in favour of creating this co-ordination committee.

260. Shri Kurian has claimed that the co-ordination committee consisted of members of GMEU and GMU but he is not aware as to how many members of GMEU and how many members of GMU were in favour of creation of co-ordination committee and that he does not have the resolution of GMEU workers in favour of creating the co-ordination committee. He also admitted that the settlement dated 14.4.2001 is not arrived at by negotiating with the co-ordination committee with Shri. Puti Gaonkar as Chairman but is arrived at with negotiation only with GMU and that he does not know whether Shri. Puti Gaonkar was negotiating the Charter of demands of GMU dated 11.9.1996 and that he does not have copies of any of the minutes referred to at page 1 and 2 of settlement dated 14.4.2001 at Exh. 453. The witness therefore has failed to show what Shri. Puti Gaonkar was doing as the chairman of the co-ordination committee; who negotiated the settlements; who authorised the committee to arrive at settlement as there are no minutes, no discussion and no authorization for arriving at so called settlement. Shri Kurian however admitted that he does not know why the management despite the existence of co-ordination committee to discuss Charter of demands of both Unions, chose to sign settlement dated 14.4.01 only with GMU.

261. If both Unions have agreed as stated by him above, it is not explained why both the Unions have not signed the said settlement and as to why the settlement dated 14.4.2001 was not produced before the Court and suppressed till 2013. The evidence on record therefore clearly suggest that Shri Kurian was neither acquainted with the facts of the case nor offered any answer in support of the settlement dated 14.4.2001. Shri Kurian has also admitted that in complaint No. C-IT/4/98, he has stated in his evidence that the company had no record available with it to state the number of confirmed workmen on its rolls as on 14.4.2001 but claimed that as per the Muster roll at Exh. 442 colly, there were 890 confirmed workmen as on April, 2001. He claimed that the Settlement of 14.4.2001 covers two period that is from 1.10.95 to 30.9.98 and 1.10.98 to 30.9.2002 but cannot confirm as to how many workers were confirmed as on 30.9.95. The GMU came into existence in August, 1996 and that he cannot say how many members of GMU were confirmed as on 30.9.1995. What therefore emerges from the evidence of Shri Kurian is that he did not sign the settlement dated 14.4.2001 at Exh. 453 and that the said settlement covers only the members of GMU as on 14.4.2001 and that he cannot say how many members of GMU were confirmed as on 30.9.1995.

262. The evidence further discloses that Shri. Puti Gaonkar was not the member of the Union nor there was resolution authorizing him to deal on their behalf nor there was any General Body Meeting of the Union indicating that they have appointed Shri. Puti Gaonkar or that they have accepted the settlement. The settlement has been signed by the persons neither authorised nor empowered to represent the workmen without any authority nor it has been arrived at or negotiated or entered into by the persons empowered or actually having mandate to represent by the majority of the workmen in the establishment and in terms of the procedure laid down by the law. None of the members of the so called negotiating committee have the authorization of the Union or the members that they claim to represent and therefore the said settlement is not the product of collective bargaining nor signed by the majority or the duly authorised or elected representative. There is also no resolution authorizing either Puti Gaonkar or other office bearer of GMU to enter into the settlement.

263. Shri Kurian has also admitted that Shri Savio Furtado, Shri John M. Fernandes and Shri Pedro Fernandes were each paid Rs. 50,000/- on 21.9.1999 but he explained that the said amount was

advanced against any future settlements. Shri Michael has produced the photo copies of (1) Details of arrears calculation of Shri Savio Furtado, Shri John Fernandes and Shri Pedro Fernandes; (2) Details of arrears paid to GMU; (3) Payment voucher dated 21.9.1999 made to Shri Savio Furtado; (4) Payment advice dated 21.9.1999 made to Shri Savio Furtado; (5) Inter office Memorandum dated 18.9.1999 from HR Department to Accounts department; (6) Payment voucher dated 28.10.1999 made to Shri Savio Furtado; (7) Payment advice dated 28.10.1999 made to Shri Savio Furtado at Exh. 495 colly., however the person who has prepared the said documents and the author of the same viz. Shri Mukund Chandra Bhole has not been examined. The ledger referred by him at page 2 of the said document is in electronic form maintained on the computer and the data shown in the ledger is fed in by some other officer as stated by him. However, his clarification that the said data is verified by the concerned Accounts Manager and internal and external auditors has not been supported by leading any evidence. The management has also not certified the said documents under Section 65-B of the Evidence Act and therefore the said documents will not come to the rescue of Party II(1) as Shri Kurian has already admitted in C-IT/4/98 that the company had paid Rs. 50,000/- on 21.9.1999 to above three persons and he could not explain why the said amount was paid.

264. Shri Michael Gracias has however stated in the cross examination that no notice was put up informing the workmen that the company is ready to pay Rs. 50,000/- to any workmen as an advance in the same manner paid to above persons. He has also stated that the amount was an advance with relation to the arrears payable in their respective names and the advance payment is prevailing practice that happens pending settlement. It is however not explained why no notice was put up and why only Savio and two others have been paid Rs. 50,000/-. The explanation given by Shri Michael is in stark contrast with that of Shri Kurian. The documents produced at Exh. 495 colly through Shri Michael Gracias are only to cover up the fact that the said amount was not paid to the said persons as inducements to accept the settlement of 2001, more particularly when Shri Kurian has stated that the said amount was the salary advance given to them and recovered from salaries.

265. Shri Kurian has also admitted that the company was advancing Rs. 24,000/- to those workmen who had accepted the settlement dated 6.4.2011. There is neither explanation nor documents to prove the above fact which clearly shows that the settlement dated 14.4.2001 was entered into by GMU by indulging in unfair labour practices of taking undue favours from the employer in terms of cash. Shri Savio Furtado and others have also not stepped into the witness box to prove the version of the management. Shri Gracias also admitted in the cross examination that the notice dated 16.4.2001 at Exh. 451 refers to the word 'Unions'. The witness however failed to explain as to why the word 'Unions' is reflected in the notice when Party II(1) claims that it had entered into settlement dated 14.4.2001 only with GMU and that it was restricted to the workmen/ /members of the GMU. The explanation that the Party II(1) wanted to extend the benefits of the settlement to all the workmen who are on the rolls of the company as on 14.4.2001 is nothing but inducement and unfair labour practices as the evidence also shows that only few members of GMU were extended the benefit of Rs. 50,000/- and Rs. 24,000/- respectively nor there is anything on record that the said settlement has been arrived at or negotiated by the persons or representatives empowered or actually having the mandate to represent by the majority of the workmen in the factory. The management has thus failed to show the settlement dated 14.4.2001 is in compliance of Rule 58 Industrial Disputes (Central) Rules, 1957 and that the settlement was fair, legal and proper and that it is binding on Party I Union.

266. The Party II(1) has also examined Shri Michael Gracias, the Manager of the Party II(1) to prove the execution of the said settlement. He has admittedly signed the settlement dated 14.4.2001 along with others. In the affidavit, he has stated about the Charter of demands dated 15.2.1996 raised by Party I demanding exorbitant increase in total wage of Rs. 48,000/- per month and that Party I despite several rounds of discussion had no intention of arriving at negotiable settlement. The conciliation have failed and the Government had referred the demands of the management and the Union to the Tribunal; that the section of workforce was unhappy with the functioning of GMEU and that they organized into a new Union named GMU and the management received a letter dated 29.6.1999 from them informing the management that they have elected the office bearers of the Union for the period from 1.7.1999 to 30.6.2001 and received the Charter of demands dated 11.9.1996 and also resolution dated 3.4.1997 stating that in a meeting held on 26.1.1997 attended by majority of the members, it was resolved to authorise

executive committee to enter into agreement or settlement in respect of Charter of demands and that the management commenced negotiation with the negotiating committee on their Charter of demands dated 11.9.1996.

267. Shri Michael further stated that he along with negotiating team, Shri Puti Gaonkar, Shri G. Altaf Khan and others on behalf of the workmen participated in the negotiation and the meetings took place on 21.1.1998 and on other dates and that the management signed the settlement with GMU in the matter of interim relief and memorandums of understanding at Exh. 119, 120 & 121 prior to arriving at the settlement dated 14.4.2001 and finally a settlement dated 14.4.2001 was arrived at with GMU having 409 permanent workmen as per list at Exh. 449 and that the said workmen including the members of GMU out of 890 workmen have accepted the benefits of the settlement. Shri Gracias has also admitted that as per the settlement dated 14.4.2001, the undertakings to accept the terms of the settlement was to be given by 30.4.2001 and that vide the settlement dated 14.4.2001, settled Charter of demands dated 11.9.1996 of GMU. He also admitted that as per the records of Exh. 437 colly, the undertakings given between 14.4.2001 and 30.4.2001 were five in all which has dates. He also admitted that he does not have any document to substantiate that Shri Puti Gaonkar was authorised to sign the settlement dated 14.4.2001 as advisor of GMU. He also admitted that by said MOU/agreements at Exh. 120, 121 & 122 respectively, no settlements were arrived at on the Charter of demands of GMU but the interim relief of Rs. 600/- Rs. 900/- and Rs. 1200/- were agreed to be paid to the workmen.

268. Shri Gracias has also admitted that the meetings referred by him at para 18 of the affidavit were only with GMU and not with members of Savio Group of GMEU and that he does not have any resolution of GMEU of Savio Group prior to 14.4.2001 or after accepting the terms of settlement dated 14.4.2001 since the question of requiring such a resolution did not arise and that Shri Savio Furtado was not a signatory to the settlement. He also admitted that Shri Savio was not present during negotiations of settlement dated 14.4.2001 and that the co-ordination committee referred by him in para 5 of the amended written statement came into existence in 2002 much after settlement dated 14.4.2001 was signed. If Shri Savio Furtado was not present during the negotiations of the settlement, it is not explained why he has signed as a witness to the said settlement and how settlement is binding on GMEU. He also stated that he is not aware whether Savio Furtado had given his resignation from the managing committee of Party I on 20.9.1998.

269. What therefore emerges from the materials on record is that there was no authorization for the committee of GMU to sign 2001 settlement. The Party II(1) has never given notice of settlement dated 4.3.1997, 9.9.1997 and 14.10.1997 at Exh. 119 to 121 respectively, but the notice put up by Party II(1) states that the relief was to be adjusted against settlement on Charter of demands of Party I but has never taken a stand in their pleadings that the workmen having received benefits under the above settlements cannot make a contrary claim. The settlements at Exh. 119 to 121 are not settlements within the meaning of Section 2(p) of Industrial Disputes Act nor does it prove that the same are with authorization as they are neither settlements nor any part of the said settlements has a bargain or is a concluded contract nor were they ever accepted by the members of Party II(1) with any binding obligations attached to them since the relief was accepted pursuant to notice at Exh. 122 colly which does not refer to any settlements.

270. There is also no evidence as to what was the representative character of GMU and how many workmen it represented or had on its rolls on those dates. Moreover, the settlement dated 14.4.2001 makes no mention of the above settlements either in their recital or in any part of the settlement, except the fact that it is agreed that all the payments, advances and reliefs paid during the period 1.10.95 till signing of the settlement would be adjusted and therefore the contention that the said settlements have been merged into settlement dated 14.4.2001 cannot be accepted. There is also no dispute that the members of Party I have neither been paid any arrears nor any benefit under settlement dated 14.4.2001 nor have they signed any undertakings or accepted terms of above purported settlement as the reliefs were paid to them under notice at Exh. 122 which has no reference to the purported settlement which would be adjusted against any settlement or award on the Charter of demands of Party I.

271. There is no presumption under Industrial Disputes Act as to the fairness of the settlement that it was executed in accordance with the provisions of the Act or that it represents the majority of the workmen in the establishment other than one arrived under Section 12(3) of the Act.

There cannot be any dispute that the judgments cited by Party II(1) above including Herbertson Ltd. are all case laws on specific facts where they proceeded on the admitted position that a settlement had been arrived at by the majority Union. In all the above judgments cited by Ld. Adv. Shri G. K. Sardesai, the number of members with the Union signing the settlement was not disputed as being, in all cases, a vast majority, while the contesting Union was a minority as rightly submitted by Ld. Adv. Shri V. Menezes for Party I. In all the above cases, when a majority Union signed a settlement with the management, with no dispute as to the number of workmen represented by that Union in the unit, the settlement was immediately placed on record of the pending proceedings, requesting an award to be passed on that settlement, unlike in the present case where the Party II(1) have chosen to suppress the settlement dated 14.4.2001 for 12 long years from the Court and had not disclosed it in any proceedings nor it has been proved that they had intimated the workers about the said settlement. Moreover, the majority had not accepted the same. The undertakings produced on record at Exh.437-colly are undated, except for five signed between 14.4.2001 and 30.4.2001 as per the said settlement.

272. It is the case of Party II(1) that there were 890 permanent workmen as on 14.4.2001 but admitted that 100 workmen were confirmed after 1.10.1998 who had also accepted the settlement. It is thus clear that out of 468 undertakings as per Exh.437 colly, 100 workmen confirmed after 1.10.1998 ought to be deducted. Shri Michael Gracias has also admitted that there were more than 30 workmen who were either on leave, suspended or absent between 14.4.2001 and 30.4.2001 also need to be reduced, which means that only about 300 workmen executed the undertakings. The settlement is therefore not accepted by the majority of the workmen as rightly submitted by Ld. Adv. Shri V. Menezes even assuming that there were 890 workmen claimed by Party II(1). Moreover, the documents produced by Party II(1) showing list of workmen at Exh. 436, Exh. 437, Exh. 438, Exh. 442, Exh. 443 and Exh. 454 are not reflected in the pleadings nor the said documents can be said to have been proved as Shri Govind Mapari has admitted that he has not created nor authored the said documents but by some other person in the company. Both Shri Michael and Shri Govind had admitted that the list of workmen does not include persons who would be covered by settlement dated 14.4.2001 or by an award passed by the Tribunal for the period between 1.10.1995 and 30.9.1995. It therefore shows that the settlement was not signed by the majority. The answer therefore is that the execution of the settlement dated 14.4.2001 is not in conformity with provisions of Industrial Disputes Act; that it is tainted, malafide and used unfair labour practices, so also that the clauses/obligations/conditions and benefit as a whole is unfair and unacceptable as a package.

273. Needless to mention, as rightly submitted by Ld. Adv. Shri V. Menezes the settlement dated 14.4.2001 does not cover the Charter of demands of GMU or GMEU as the GMU's Charter dated 11.9.1996 is for the term 1.10.1995 to 30.9.1998 and the terms of settlement dated 14.4.2001 covered that period and also cover separate/additional period from 1.10.1998 to 30.9.2002. It is neither the case of Party II(1) or Party II(2) that GMU raised any fresh Charter for additional period from 1.10.1998 to 30.9.2002. There is therefore no explanation from the management as to at whose behest and under whose authority was the second period negotiated and covered under settlement dated 14.4.2001 setting out conditions of service for the workmen. It has also come on record through Shri Michael Gracias that the authority given by resolution of 26.1.1997 referred to in letter dated 4.3.1997 of GMU was to negotiate Charter of demands dated 11.9.1996 which was for the period from 1.10.1995 to 30.9.1998 and not for the period from 1.10.1998 to 30.9.2002 for which there was no charter of demands raised by GMU. It is therefore clear that the negotiating committee of GMU was not authorised to negotiate the settlement for a period from 1.10.1998 to 30.9.2002 for which there was no Charter of demands. There was also no resolution other than one referred to in letter dated 4.3.1997 which was only for Charter of demands of 11.9.1996 for the period from 1.10.1995 to 30.9.1998. The record therefore show that the settlement dated 14.4.2001 is without authority vested in the committee of GMU to negotiate beyond the Charter of demands dated 11.9.1996 for the period from 1.10.1995 to 30.9.1998.

274. Moreover, the question of changing service conditions in the entire Plant to seven day running system would only be agreed to implemented prospectively after the date of settlement dated 14.4.2201. Shri Michael Gracias has categorically admitted that the full Plant commenced in a seven day running system approximately in the year 2002. It could never have applied as a condition of service to the period from 1.10.1995 to 30.9.1998 covered under the Charter of demands dated 11.9.1996 and

therefore the change of service conditions which was continuously in vogue since 1972 to a seven day running system after 14.4.2001 with no additional benefit for the workmen retrospectively from 1995 to 2001 would be unfair, unjust and without any authority. It therefore reveals that the introduction of the said clause in 2001 settlement renders the entire settlement illegal and without any authorization. Moreover, the settlement of 14.4.2001 introduces a minimum rate of 115% or above of average Plant, department and individual workmen's performance to be maintained on standards as may be fixed by Industrial Engineering Department of the factory, which clause was also not found in any demand nor was there any justification for introducing such a minimum standard without negotiations of both the parties, which in effect creates a new kind of misconduct not defined in Certified Standing Orders of Party II(1) without corresponding benefits to the workmen.

275. The Party II(2) has therefore failed to prove execution, applicability, and fairness of the settlement dated 14.4.2001, so also that it is a settlement under Section 2(p) of the Act; that the settlement was entered into by a Union representing the majority of the workmen; that it was accepted by the majority of the workmen; the settlement is free from taint, malafide, corruption, collusion, fraud, unfair labour practices, etc.; that the Co-ordination Committee has been properly constituted; that they have played any role in the negotiations; and was signed by persons authorised to sign the same on behalf of the workmen by a resolution to that effect and that Rule 58 of the Industrial Disputes (Central) Rules, 1957 has been complied with; besides the fact that the settlement was fair, legal and proper. The contention of Ld. Adv. Shri G. K. Sardessai for Party II(1) that the Settlement dated 14.4.2001 has been accepted by the majority after protracted negotiations; that it was registered; none of the employees have complained of force or coercion and therefore the terms of the settlement are fair and reasonable and hence, same is binding on the workmen as they cover all the demands which are subject matter of the present Charter of demands under adjudication and therefore, the dispute does not survive cannot be accepted nor award can be passed based on the settlement dated 14.4.2001. It is therefore, the issue No. 3B is answered in the negative.

276. In the result, I pass the following:

ORDER

i. The Reference is partly allowed. Consequently, Demand No.(3) Service Increment/Increments, Demands No.8(A) Acting Allowance, (B) Conveyance Allowance, (C) Education Allowance, (E) House Rent Allowance, (F) Leave Travel Allowance, (H) Lunch Allowance, (I) Newspaper Purchase Allowance, (P) Washing Allowance, (Q) Weekly Off/Paid Holiday Working Allowance, (V) Special Allowance, Demand No.(11) Christmas/Ganesh Chaturthi/Id-Ul-Fitr Festival Allowance, Demand No.(18) Employment of Employees' Sons & Daughters, Demand No.(19) Attendance Bonus, Demand No.(20) Relief in case of Death and Disability, Demand No.(21) Medical Benefits, Demand No.(22) Hospitalization Allowance, Demand No.(24) Vehicle and Furniture Loan, Demand No.(25) Housing Loan, Demand No.(27) Retirement Benefit, Demand No.28(J) Holiday declared by Central/State Government, Demand No.(31) Marriage Gift, Demand No.(32) Overtime, Demand No.(33) Promotion Policy and Up-gradation, Demand No.(38) Safety/Protective Wear, Demand No.(39) Sweaters, Demand No.(40) Uniform, Demand No.(41) Soap/Towels, Demand No.(42) Two Wheeler Tyre Tubes, Demand No.(44) Welfare Fund, Demand No.(45) Thrift Scheme, Demand No.(47) Union Office, Demand No.(49) Job Specification, Demand No. (50) General and Demand No.(52) Period of Settlement, are all granted/partly granted.

ii. The Demand No.(1) Classification and Gradation, Demand No.(2) Wage Structure Piece Rate, Demand No.(4) Service Benefits, Demand No.(5) Dearness Allowance, Demand No.(6) Variable Dearness Allowance, Demand No.(7) Provident Fund, Demands No.8(D) Hill Station Allowance, (G) Holiday Home Hire Allowance, (J) Social Security Allowance, (K) Petrol & Maintenance Allowance, (L) Entertainment Allowance, (M) House Maintenance Allowance, (N) Monsoon Allowance, (O) Shift Working Allowance, (R) Picnic Allowance, (S) Milk Allowance, (T) Hazard Allowance, (U) Factory Allowance, (W) Weight Lifting Allowance, Demand No.(9) Staggering Allowance, Demand No.(10) Bonus, Demand No.(12) Funeral Expenses, Demand No.(13) Tubectomy/Vasectomy Allowance, Demand No.(14) Gratuity, Demand No.(15)

Long Service Award, Demand No.(16) Superannuation Scheme, Demand No.(17) Insurance, Demand No.(23) Canteen Meal Subsidy, Demand No.(26) Car Loan, Demands No. 28(A) Accident Leave, (B) Casual Leave, (C) Sick Leave, (D) Privilege Leave, (E) Paternity Leave, (F) Special Leave for Unforeseen Circumstances, (G) Honeymoon Leave, (H) Service Leave Demand, (I) Special Leave for Natural Calamities, Bandh, etc. Demand No.(29) Paid Holidays, Demand No.(30) Transport, Demand No.(34) Working Hours, Demand No.(35) Permanency, Demand No.(36) Accident on duty, Demand No. (37) Accident Outside Factory Premises, Demand No.(43) Subsidy towards Credit Co-op. Society Loan, Demand No.(46) Double Building, Demand No.(48) Continuous Running Departments and Demand No. (51) Withdrawal of suspensions of Union Members, are all rejected.

iii. The demands of Party II(1) as per order of reference dated 26.11.1997 stand rejected.

iv. The interim relief paid to the workmen, if any shall be adjusted towards the amount now granted.

v. No order as to costs.

vi. Inform the Government accordingly.

Sd/-
(Vincent D'Silva),
Presiding Officer
Industrial Tribunal and
Labour Court.

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Department of Law & Judiciary

Law (Establishment) Division

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Notification

No. 2-1-97/LD/Estt.-Part-I/227

On the recommendation of the Hon'ble High Court of Bombay, vide their letter No. A.5504/G/ /2017/37/2018 dated 06th January, 2018 and as per the Rule 4 of Chapter II of Goa Judicial Service Rules, 2005, the Governor of Goa is pleased to promote the following Judicial Officers to the post of District Judge in the State of Goa, with immediate effect:-

1) Ms. Bela Narcinva Naik, Ad hoc District Judge-1 & Additional Sessions Judge, Mapusa, Panaji for being appointed to the post of District Judge by regular promotion (65%).

2) Ms. Dvijple @ Dvija Vilas Patkar, Civil Judge, Senior Division and Judicial Magistrate, First Class, Mapusa, Panaji for being appointed as District Judge by Accelerated promotion (10%).

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

Anju S. Kerkar, Under Secretary (Law-Estt.).

Porvorim, 5th February, 2018.

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Notification

No. 8/16/2017-LD (Estt)(Part file)/229

Read: 1. Government Order No. 8-2-2013-LD (Estt)/ /204 dated 08-02-2013.

2. Government Order No. 8-2-2013-LD (Estt)/ /1637 dated 23-04-2013.

3. Government Order No. 8-2-2013-LD (Estt)/ /1094 dated 27-06-2013.

4. Government Order No. 8-2-2013-LD (Estt)/ /1347 dated 01-08-2013.

5. Government Order No. 8-8-2016-LD (Estt.)/P.F./669 dated 31-03-2016.

Government of Goa was pleased to constitute FEMA Committee vide above referred Orders in the year 2013 for the purpose of pending applications/future applications of Foreign Nationals/Indian Nationals as regards the purchase of property/sale of property by Foreigners/PIO/OCI, etc. in terms of FEMA 1999.

However, certain instruments have been registered with the Civil Registrar-cum-Sub--Registrars without obtaining the NOC from FEMA Committee.

Some of the instances of such types are covered under general permission under FEMA Regulations. However, NOC from the FEMA Committee has been made mandatory.

Certain persons, who have obtained/acquired OCI cards and have acquired properties without obtaining NOC from the FEMA Committee, are now disposing off the properties. For every transaction involving OCI/PIO/Foreign National of Non Indian Origin, NOC from the FEMA Committee is mandatory from 2013.

Hence, Government is now pleased to consider/ /allow the Foreign National of Non Indian Origin/ /OCI/PIO card holder or like to dispose off their properties by paying penalty of Rs. 2,000/- (Rupees two thousand only) per transaction if NOC was not obtained while acquiring properties.

The said fees shall be paid to the respective Receipt Head of the Office of the State Registrar--cum- Head of Notary Services.

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

Anju S. Kerkar, Under Secretary (Estt.).

Porvorim, 6th February, 2018.

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Department of Personnel

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Order

No. 5/16/2012-PER/341

The Government of Goa is pleased to accept the notice of voluntarily retirement under FR 56 (k) (1-A) (a) tendered vide letter dated 14-11-2017 by Smt. Olga Menezes, Junior Scale Officer of Goa Civil Service presently posted as Member Secretary, Sanjay Centre for Special Education and to permit her to retire from service voluntarily with effect from 31-01-2018 (a.n.) in terms of FR 56 (k) (1-A) (b), by relaxing the notice period of 3 months, subject to the condition that she shall not apply for commutation of a part of her pension before the expiry of the period of notice of three months.

Smt. Olga Menezes, Junior Scale Officer of Goa Civil Service shall stand relieved from Government service with effect from 31-01-2018 (a. n.).

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

Harish N. Adconkar, Under Secretary (Personnel-I).

Porvorim, 30th January, 2018.

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Order

No. 15/7/2003-PER/342

Read: 1) Notification No. 1/25/87-PER dated 17-4-1996 published in the Official Gazette, Series I No. 9 dated 31-5-1996.

2) Notification No. 15/50/87-PER-Part I dated 12-12-1997 published in the Official Gazette, Series I No. 44 dated 29-1-1998.

3) Notification No. 15/7/2003-PER dated 17-2-2011 published in the Official Gazette, Series I No. 49 dated 03-03-2011.

4) Letter No. COM/I/5/42(1)/97-2009/Vol.I/ /1362 dated 18-01-2018 of the Deputy Secretary, Goa Public Service Commission, Panaji-Goa.

The result of the Departmental Examination of the following Officers in the Cadre of Mamlatdar/ /Jt. Mamlatdar/Assistant Director of Civil Supplies conducted by the Goa Public Service Commission in pursuance to the Notifications read in preamble (1), (2) and (3) on 27-04-2017 and from 21-11-2017 to 23-11-2017, is declared, as indicated against their names:

Sr. No.	Name of the officer	Result	Remarks
1.	Shri Mandar Mohan Naik	Passed	—
2.	Shri Ramesh Narayan Gaonkar	Passed	—
3.	Shri Sandeep S. Gawde	Passed	—
4.	Shri Raghuraj Faldessai	Passed	—
5.	Smt. Avelina Dsa E Pereira	Passed	—
6.	Smt. Durga D. Kinlekar	Passed	—
7.	Smt. Sharmila Ulhas Gaunkar	Failed	Failed in paper VI.

This is issued based on the result of the above candidates communicated by the Goa Public Service Commission vide letter read in preamble (4).

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

Harish N. Adconkar, Under Secretary (Personnel-I).

Porvorim, 30th January, 2018.

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Order

No. 13/16/2016/PER/351

Governor of Goa is pleased to grant extension in service to Shri Shivdas K. Gaunekar, Registrar/Chief Administrative Officer, District and Session Court, North-Goa beyond the date of his superannuation for a period of one year w.e.f. 01-02-2018 to 31-01-2019 in public interest. The said extension shall be subject to Vigilance Clearance, concurrence of Finance Department and approval of Council of Ministers.

The extension is subject to termination without assigning any reasons at any time during the period of extension.

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

Shashank V. Thakur, Under Secretary (Personnel-II).

Porvorim, 31st January, 2018.

Corrigendum

No. 22/7/2017-PER/321

Read: 1) Order No. 22/7/2017-PER dated 26-05-2017.
2) Corrigendum No. 22/7/2017-PER dated 01-01-2018.

The last para of the corrigendum dated 01-01-2018 shall be substituted to read as below:-

"Officers are entitled for pay and allowances from the date of acceptance of promotion in terms of FR-17".

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

Shashank V. Thakur, Under Secretary (Personnel-II).

Porvorim, 29th January, 2018.

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Department of Public Health

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Order

No. 44/47/2016-I/PHD/354

Read: Memorandum No. 44/47/2016-I/PHD/1872 dated 28-09-2017.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/24(4)/2017/253 dated 12-09-2017, Government is pleased to appoint Dr. Elyska Hedvig De Sa, to the post of Jr. Paediatrician (with specialization in Developmental & Behavioural Paediatrics) under Directorate of Health Services on temporary basis in the Level-10 of Pay Matrix [Pay Band-3, Rs. 15,600-39,100+Grade Pay of Rs. 5400/- (pre-revised)] with immediate effect and as per the terms and conditions contained in the Memorandum cited above.

Dr. Elyska Hedvig De Sa is posted at Hospicio Hospital, Margao.

Dr. Elyska Hedvig De Sa shall be on probation for a period of two years.

Dr. Elyska Hedvig De Sa has been declared medically fit by the Medical Board and her character and antecedents have also been verified by the District Magistrate, South Goa, Margao and there is nothing adverse remarks recorded against her.

The appointment is made against the vacancy occurred due to creation of the above post vide Order No. 48/2/2016-I/PHD/1930 dated 07-11-2016.

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

Maria Seomara De Souza, Under Secretary (Health).

Porvorim, 25th January, 2018.

Order

No. 21/11/2001-I/PHD/355

In exercise of the powers conferred under Rule 7, Clause (f) of the Goa (Appointment to the post of Residents in the Goa Medical College) (Amendment) Rules, 2002, Government is pleased to treat the period of Senior Residency rendered by Dr. Jayashree Madkaikar, Senior Gynaecologist, Sub-District Hospital, Ponda with effect from 09-03-1999 to 23-10-2001, as qualifying service for the purpose of pensionary benefits, as she joined the post of Junior Gynaecologist under Directorate of Health Services on regular basis w.e.f. 24-10-2001.

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

Maria Seomara De Souza, Under Secretary (Health-II).

Porvorim, 25th January, 2018.

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Order

No. 2/13/2009-II/PHD/168

Government is pleased to accept the resignation tendered by Dr. Joaquim Proenca, Clinical Neurophysiologist, Department of Neurology, Goa Medical College vide letter dated 23-11-2017, and he stands relieved from the said post of Clinical Neurophysiologist, Department of Neurology, Goa Medical College w.e.f. 01-08-2017 (f.n.).

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

Maria Seomara Desouza, Under Secretary (Health)/ /link.

Porvorim, 2nd February, 2018.

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Notification

No. 38/11/2017-I/PHD/362

Read: Notification No. 38/11/2017/I/PHD dated 08-01-2018.

Government is pleased to establish permanent a Medical Board which will examine such MTP cases when referred from the court and ensure urgent/immediate action. The composition of the Medical Board is as under:

1. Secretary (Health)	— Chairman.
2. Dean, Goa Medical College, Bambolim	— Member.

3.	Medical Superintendent, Goa Medical College, Bambolim	— Member.
4.	Director, Directorate of Health Services	— Member.
5.	Dy. Director (Public Health), Directorate of Health Services	— Member.
6.	Prof. and HOD, Department of Paediatrics, GMC	— Member.
7.	Prof. and HOD, Department of Pathology, GMC	— Member.
8.	Prof. and HOD, Department of OBG, GMC	— Member.
9.	Prof. and HOD, Department of Radiology, GMC	— Member.
10.	Prof. and HOD, Department of Neurology, GMC	— Member.
11.	Prof. and HOD, Department of Medicine, GMC	— Member.
12.	Prof. and HOD, Department of Forensic Medicine, GMC	— Member.
13.	Sr. Gynecologist, North Goa District Hospital, Mapusa (Senior most)	— Member.
14.	Sr. Pediatrician, Hospicio Hospital, Margao (Senior most)	— Member.
15.	Chief Medical Officer/State Programme Officer State Family Welfare Bureau, DHS	— Member Secretary.

The terms of the board shall be as under:

1) The term of the Board shall be for a period of five years.

2) The board shall meet when an opinion is sought by the Hon'ble Supreme Court/High Court/District Court in any case of MTP. The Medical Board will examine the case and submit the report to the concerned court in time stipulated by the court.

3) On third of the total number of members of the Medical Board shall constitute the quorum.

This supersedes the earlier Notification No. 38/ /11/2017-I/PHD dated 08-01-2018.

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

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 30th January, 2018.

Notification

No. 13/10/2007-I/PHD/(Part)/376

In exercise of the powers conferred by Regulation 1.2.1.5 of the Food Safety and Standards (Licensing and Registration of Food Businesses) Regulations, 2011 and in supersession of the Government Notification No. DFDA/FSSA/1/2013/5855 dated 26th March, 2013, published in the Official Gazette, Series II No. 1 dated 4th April, 2013, I, Shri B. R. Singh, the Commissioner of Food Safety, hereby notify the officers specified in column (2) of the Table below for the purpose of registration under the said Regulations, in respect of the areas specified in the corresponding entries in column (3) of the said Table.

TABLE

Sr. No.	Name of the officers	Areas
1	2	3
1)	Smt. Sanjyot Uday Kudalkar, Senior Food Safety Officer	North Goa District.
2)	Shri Nelson Elosio Fernandes, Senior Food Safety Officer	North Goa District.
3)	Shri Rajiv Ram Korde, Senior Food Safety Officer	South Goa District.
4)	Shri Santa Rita Abel Rodrigues, Senior Food Safety Officer	South Goa District.

This Notification shall come into force with immediate effect.

B. R. Singh, Commissioner of Food Safety.

Porvorim, 29th January, 2018.

Department of Women & Child Development

Directorate of Women & Child Development

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Order

No. 2-103(21)-2017/DW&CD/7504

Government approval is hereby conveyed in exercise of the powers conferred by Section 44 and Section 51 of the Juvenile Justice (Care and Protection of Children) Act, 2015 to depute below mentioned members forming panel of 3 persons and 3 Child Care Institutions to assist the Child Welfare Committee North Goa and South Goa under the said Act.

Below mentioned members are appointed on the panel as under:-

Fit person Foster Care u/s 44 of the JJ Act, 2015:-

Sr. No.	Name of the Person	Designation
1	2	3
1.	Mrs. Rosita Almeida, C/o Mr. Inacio Almeida, Velsao, H. No. 52, Falvado, Goa	Member.
2.	Mrs. Maria Goretti Mendes and Mr. Isidora Joao Sebastian Mendes, H. No. 35, Ratvaddo, Navelim, Salcete-Goa 403707	Member.
3.	Mr. Antonio J. J. Sa Silva & Maria Diana Da Silva, H. No. 35, Per Seraulim, P. P. Colva, Goa 403 708	Member.

Fit facility u/s 51 of the Act, 2015

Sr. No.	Name of the Child Care Institution	Designation
1.	Lar de Santa Terezinha, Unit of Discalaced Carmelite Monastery, H. No. 236, Pajifond, Margao, Salcete-Goa 403601	Member.
2.	Navajyothi Rehabilitation Centre, Sisters Adorers, Casa Sacramento, Near Velsao Panchayat, P. O. Cansaulim, Velsao, Goa 403712	Member.
3.	Nitya Seva Society Rivona, Nitya Seva Niketan, P. O. Rivona, Goa 403705	Member.

The panel constituted will be functioned as and when their called upon by the authorities by Child Welfare Committee North Goa and South Goa to assist under the Juvenile Justice (Care and Protection of Children) Act, 2015 and the Juvenile Justice (Care and Protection of Children) Model Rules, 2016.

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

Dipak Dessai, Director & ex officio Joint Secretary (Women & Child Development).

Panaji, 31st January, 2018.

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Notification

No. 2-103(29)-2017/DW&CD/7552

The District Magistrate (DM), North/South Goa, is hereby appointed as the officer-in-charge for Adopt a Home Program in the District to co-ordinate, manage and monitor the implementation of the program as per the Ministry of Women and Child Development has initiated a program names "Adopt a Home" whereby the corporate sector, business houses and individuals are invited to support the children staying in the Children Homes run by the State Government/UTs and their Non Government Organisation partners under the Juvenile Justice (Care and Protection of Children) Act.

This Notification shall come into force prospectively from the date of Gazette notified.

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

Dipak Dessai, Director & ex officio Joint Secretary (Women & Child Development).

Panaji, 1st February, 2018.

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