Panaji, 27th November, 2025 (Agrahayana 6, 1947)

**SERIES II No. 35** 

Date: 14-Nov-2025

# OFFICIAL GAZETTE GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note: There are two Extraordinary issues to the Official Gazette, Series II No. 34 dated 20-11-2025 as follows:

- 1. Extraordinary dated 22-11-2025 from pages 1139 to 1140 regarding Corrigendum from State Election Commission, Goa.
- 2. Extraordinary (No. 2) dated 26-11-2025 from pages 1141 to 1142 regarding Order from Department of Finance.

# **GOVERNMENT OF GOA**

# **Department of Archives**

#### Order

No. 5/194/Animation/2024-25/DA-1419

The Government is pleased to constitute a Technical Expert Committee comprising of the following members to scrutinize the invoices submitted by M/s. Graphiti Multi-Media Private Limited and to verify the monetization of the content/episodes of the animated series on Freedom Fighters of Goa for recovery of production cost by M/s. Graphiti Multi-Media Pvt. Ltd.

- 1. Director of Archives—Chairperson.
- 2. Director of Information and Publicity or representative not below the rank of Deputy Director.
- 3. General Manager, Entertainment Society of Goa or representative.
- 4. Joint Secretary (Budget), Government of Goa.
- 5. Representative of the M/s. Graphiti Multi-Media Pvt. Ltd.
- 6. Shri Swapnil Ratnakar Naik, H. No. 385, opp. Prabha Co-operative Housing Colony, Fatorda, Margao-Goa.
- 7. Shri Devappa Hadpad, Zariwada, Mollem-Goa.

The Non-official members will be entitled to sitting charges and travelling allowance as admissible by the Government from time to time.

This order is issued with the approval of the Government vide U. O. No. 8115/F dated 10-11-2025.

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

Arvind Khutkar, Director of Archives & ex officio Joint Secretary.

Ribandar.

Date: 28-Oct-2025

# **Department of Co-operation**

Office of the Registrar of Co-operative Societies

#### **Notification**

No. 60/165/GOI/MOC/TS-I/RCS/Suppl/3312

# Constitution of "Co-ordinating Committee of Line Departments"

The Government is pleased to announce a Constitution of "Co-ordinating Committee of Line Departments" to achieve the 54 initiatives of the Ministry of Co-operative for the development of Co-operative sector in the Country. The Ministry of Co-operation in monthly review meetings is focusing on various initiatives and has given targets to achieve those initiatives in the span of 05 years till the year 2028-2029. The Ministry has also published Margadarshika on 19-09-2024 to achieve the targets. The focused initiatives are as under:

- a. Adoption of model bye-laws for PACS.
- b. Formation of PACS/DCS/FCS in uncovered Village Panchayats.
- c. Construction of godowns under "World's largest grain storage plan".
- d. PACS to operate PM-Jan Aushadhi Kendras.
- e. PACS to operate Common Service Centers (CSCs).
- f. PACS to operate PM-Kisan Samruddhi Kendras (PM-KSKSs).
- g. Convergence of PM-KUSUM at PACS level.
- h. PACS to operate retail petrol/diesel outlets.
- i. PACS to operate LPG dealership.
- j. Formation of FPOs & FFPOs by PACS & FCS.
- k. Membership of national-level societies such as NCEL, NCOL & BBSS.
- 1. Such other initiatives, the copy of which is placed at "C" side for reference.

Ministry of Co-operation, New Delhi aims to achieve 5 Trillion Dollar economy through Co-operatives by achieving the targets of above initiatives by the campaign "Co-operation among Co-operatives" and "Sahakar-se-Samruddhi".

Considering the present status of compliance of above initiatives of the Ministry of Co-operation, the progress of State of Goa has scope for betterment which is also viewed during the review meetings scheduled by Ministry of Co-operation.

The Department of Co-operation is making every effort to meet its targets, the interdependence of issues with other line departments play crucial role in achieving the goals. To effectively meet these targets and promote the growth of the Co-operative sector, active collaboration with these line Departments is essential.

Therefore, it is important to constitute a Co-ordinating Committee involving all relevant Departments, including the Department of Co-operation. This committee would oversee progress, assign specific roles and responsibilities to each department, and regularly review their performance in periodic meetings.

The Co-ordinating Committee may consist of following Line Departments:

Sr. No.	Co-ordinating Committee	
1.	Secretary (Co-operation)	Chairman.
2.	Registrar of Co-operative Societies	Member Secretary.
3.	Secretary (Animal Husbandry & Veterinary Services)	Member.
4.	Secretary (Fisheries)	Member.
5.	Secretary (Civil Supply & Consumer Affairs)	Member.

6.	Secretary (Agriculture)	Member.
7.	Secretary (Panchayats)	Member.
8.	Secretary (Health and Family Welfare)	Member.
9.	Secretary (Power/NRE)	Member.
10.	Member Secretary, The Goa State Biodiversity Board	Member.
11.	HOD, Department of Animal Husbandry & Veterinary Services	Member.
12.	HOD, Department of Fisheries	Member.
13.	HOD, Department of Civil Supply & Consumer Affairs	Member.
14.	HOD, Directorate of Agriculture	Member.
15.	HOD, Directorate of Panchayats	Member.
16.	HOD, Directorate of Health and Family Welfare	Member.
17.	Director, Rural Development Agency	Member.
18.	President, Sahakar Bharati (Goa)	Member.
19.	Director, Indian Council of Agriculture Research (ICAR)	Member.
20.	Managing Director, Economic Development Corporation	Member.
21.	Managing Director, Industrial Development Corporation	Member.
22.	Chairman/Managing Director, The Goa State Co-operative Bank Ltd.	Member.
23.	General Manager, NABARD	Member.
24.	Chairman/C.E.O., The Goa State Co-op. Union Ltd.	Member.
25.	Chairman/Managing Director, The Goa State Co-operative Milk Producers Union Ltd., Curti, Ponda, Goa	Member.
26.	Chairman/Managing Director, The Goa Bagayatdar Sahakari Kharedi Vikri Saunstha Maryadit, Ponda, Goa	Member.

Besides the constitution of Co-ordinating Committee, following recourse is also suggested.

- a. Whats-App Group having Chief Secretary and all the Secretaries of line Departments as members.
- b. Single-point Nodal Officer of all line Departments and other institutions.
- c. Appointment of retired Government Officer from Department of Co-operation in each District as Resource Person to redress the legacy issues as regards audit of PACS.
- d. Requisition of apprentice for appointment of at least 2 apprentices in each Taluka.
- e. Appointment of retired Asst. Registrar of Co-op. Societies/Co-operative Officer/Senior Auditor having adequate knowledge, experience and expertise in audit field, as expert auditor to guide the apprentices as well as system auditors on the field.

The Notification shall come into force from the date of its publication in the Official Gazette.

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

Ashutosh R. Apte, Registrar of Co-operative Societies & ex officio Addl. Secretary (Co-operation) Panaji.

Date: 20-Nov-2025

# **Department of Forest**

#### **Notification**

No. 7/1/2022/FOR/311

Read: Notification No. 7/1/2022-FOR/217 dated 05-12-2022.

The Government is pleased to re-constitute Tree Authority for the State of Goa in pursuance to Section 3 of the Goa Preservation of Trees (Amendment) Act, 2022, comprising of following members:-

(i) Chief Secretary Chairperson. Secretary (Forests) - Member. (ii) Principal Chief Conservator of Forests (iii) — Member. (iv) Chief Wildlife Warden — Member. (1) Dr. Deviya Rane, M.L.A. — Member. (v) (2) Dr. Chandrakant Shetye, M.L.A. — Member. (3) Shri Rajesh Phaldesai, M.L.A. Member. (4) Shri Pravin Arlekar, M.L.A. - Member. (1) Shri Anil Katkar, Councillor, Valpoi Municipal Council (vi) Member. (2) Shri Sagun Wadker, Zilla Panchayat Member, North — Member. Secretary (Urban Development) (vii) — Member. (viii) Secretary (Revenue) — Member. (ix) Secretary (Panchayats) — Member. (x) Member Secretary, Goa State Biodiversity Board — Member. (xi) Conservator of Forests (Conservation) — Member Secretary.

This supersedes earlier Notification dated 05-12-2022, read in preamble.

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

Sitaram Gurudas Sawal, Under Secretary (Forest).

Porvorim.

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# **Department of Home**

Home-General Division

**Order** 

No. 3/23/2025-HD(G)/2977

Read:- Order No. 3/34/86-HD(G)/Part File dated 12-07-2012.

Government is pleased to reconstitute the Technical Committee consisting of the following Officers to evaluate the offers in respect of acceptance/rejection of Tenders for the fabrication and supply of Fire Tenders/Multipurpose Fire Tenders and other machinery equipments, for the Directorate of Fire and Emergency Services, Panaji.

Date: 21-Nov-2025

Date: 19-Nov-2025

Date: 17-Nov-2025

1.	Director of Fire & Emergency Services	— Ch	airmar
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2. The Divisional Officer, North Zone, Panaji — Member.

3. The Superintending Engineer, Circle VII (M/E), PWD, Altinho, Panaji — Member.

4. The Under Secretary (Home) — Member.

5. The Assistant Accounts Officer, Dte. of Fire & Emergency Services, Panaji — Member.

6. The Asst. Divisional Officer, District Fire Station, Panaji — Member.

7. The Station Fire Officer/Officer-In-Charge of Stores/MTO Section as the — Member. tender relates

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

Manthan Manoj Naik, Under Secretary (Home-I).

Porvorim.

#### **Notification**

No. 2/86/82-HD(G)/Part-II(1)/2957

In exercise of the powers conferred by sub-clause (d) of Clause (8) of Section 2 of the Official Secrets Act, 1923 (Central Act No. 19 of 1923) (hereinafter referred to as the "said Act") read with Notification No. II/21019/2/89-IS (US.DII) dated 21-08-1989 of the Government of India, Ministry of Home Affairs, New Delhi, the Government of Goa hereby declares the GAIL Sectionalized Valve (SV) Station (SV-01GB) Surveyed under No. 10/2-A admeasuring an area of 2400 sq. mts. at Village Latambarcem, Bicholim, North Goa and bounded on the **North** by part of the said property bearing Survey No. 10/2, on the **South** by part of the said property bearing Survey No. 10/2 and on the **West** by part of the said property bearing Survey No. 10/2 as "prohibited place" for the purposes of the said Act.

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

Manesh Hari Kedar, Under Secretary (Home-I).

Porvorim.

# **Department of Labour**

#### **Notification**

No. 28/02/2025-LAB/Part-I/644

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 27-10-2025 in Case Ref. No. IT/17/2025 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

Amalia O.F. Pinto, Under Secretary (Labour).

Porvorim.

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

(Before Mrs. Vijayalaxmi Shivolkar, Hon'ble Presiding Officer)

Ref. No. IT/17/2025

Workmen, Rep. by General Secretary, Siemen Workers' Union, Office at 04, Yash Ashoka CHS, Sudarshan Colony, Kopri, Thane East (400603).

Workmen/Party I

V/s

The Managing Director, M/s. Siemens Ltd., Plot No. L-6, Verna Industrial Estate, Verna, Salcete-Goa.

. Employer/Party II

Workman/Party I represented by Shri Ginesh Astekar, General Secretary of the Union.

Employer/Party II represented by Shri Hemant Vaghare, Senior Manager, P & O.

#### AWARD

# (Delivered on this the 27<sup>th</sup> day of the month October of the year 2025)

By Order dated 09-07-2025 bearing No. 28/25/2025-LAB/448, the Government of Goa in exercise of powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act of 14 of 1947), hereinafter referred to as the "said Act"), the existing dispute between the Management of M/s Siemens Limited, Verna, Salcete, Goa and its workmen represented by Siemens Workers Union, has referred the following 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. Siemens Limited, Plot No. L-6, Verna Industrial Estate, Verna, Salcete, Goa in not conceding the following Demands raised by the General Secretary, Siemens Workers' Union, Regd. Office 04, Yash Ashoka CHS, Sudarshan Colony, Kopri, Thane (East), is legal and justified?

#### Demand No. 1: Coverage of this Demand:

This Charter of Demand covers:-

All the workmen employed by the company at the Verna-Goa works.

#### Demand No. 2: Basic Wage:

The Company shall revise the existing Basic Wage Scales of all the employees with effect from 01-01-2024 at Goa Consumer Price Index No. of 100 (Base 1982=100), the same shall be as follows:

W1	200-11-255-15-330-18-420-22-530
W2	245-15-320-18-410-22-520-27-655
W3	280-18-370-22-480-28-620-34-790
W4	320-24-440-28-580-35-755-42-965
W5	380-28-520-35-695-42-905-49-1150
W6	450-42-660-49-905-56-1185-63-1500
W7	520-49-765-56-1045-63-1360-70-1710

# Demand No. 2-A: Fitment of Basic Wages:

Each employee should be given point to point adjustments on fitment in the revised scales.

#### **Demand No. 3:** Service Increments:

Each employee should be given a minimum of one increment every year till his/her retirement as Service Increment.

#### Demand No. 4: Dearness Allowance:

The consolidated wage/wage grades referred to in this demand mean basic wage plus the element of Dearness Allowance referred to the Goa Consumer Price Index (Base 1982 + 100) Number of 100.

The payment of Dearness Allowance over and above the Goa Consumer Price Index (Base 1982 + 100) Number of 100 shall be as per the Table given below:

Consolidated Wage Slab for Month in RUPEES	Dearness Allowance rate per Month in Rupees for rise in each slab above base index of 100
126-150	8.00
151-175	8.25
176-200	8.50
201-225	8.75
226-250	9.00
251-275	9.25
276-300	9.50
301-350	9.75
351-400	10.00
401-450	10.25
451-500	10.50
501-550	10.75
551-600	11.00
601-650	11.25
651-700	11.50
701-750	11.75
751-850	12.00
851-950	12.25
951 & above	12.50

Dearness Allowance shall be payable along with the wages on the basis of Bombay Consumer Price Index Number declared 2 months prior to the month for which payment is being made.

# Demand No. 5: Personal Pay:

It is demanded that all employees shall be paid Personal Pay at the rate of Rs.1000/- per month. The Personal Pay shall be paid for the days an employee is paid his normal wages and dearness allowance. The Personal Pay shall be considered as "Wages" for all purpose.

# Demand No. 6: House Rent Allowance:

It is demanded that the company shall pay to all employees House Rent Allowance at the rate of 50% of the new Basic + D.A. + Personal Pay.

# Demand No. 7: Conveyance Allowance:

It is demanded that the company shall pay to all employees Conveyance Allowance at the rate of 30% of the new Basic + D.A. + Personal Pay.

#### **Demand No. 8: Education Allowance:**

It is demanded that the company shall pay to all employees Educational Allowance at the rate of 20% of the new Basic + D.A. + Personal Pay.

# Demand No. 9: Medical Allowance:

It is demanded that the company shall pay to all employees Medical Allowance at the rate of 20% of the new Basic + D.A. + Personal Pay.

#### Demand No. 10: Leave Travel Allowance:

All workmen will be entitled for Leave Travel Allowance (L.T.A) once in a year (i.e. 1<sup>st</sup> April to 31<sup>st</sup> March) with effect from 01-01-2024 which shall be Additional 20% of existing LTA.

If the Workman is confirmed in between a year, payment will be on pro-rata basis with effect from the date of appointment. Leave Travel Allowance (L.T.A) shall be revised with reference to Basic wages and number of completed years of service as on 1<sup>st</sup> April every year.

# Demand No. 11: Industry 4.0 (Digitalization)/Upskilling Allowance:

All the Workmen shall be paid monthly Special Allowance with effect from 01.01.2024 which shall be as follows:

Basic Range in (Rs.)	Industry 4.0 Allowance (Rs. per month)
Up to 300	1750
Above 300 up to 400	1900
Above 400 up to 500	2050
Above 500 up to 600	2250
Above 600 up to 700	2450
Above 700 up to 800	2650
Above 800 up to 900	2850
Above 900 up to 1000	3100
Above 1000 up to 1200	3350
Above 1200 up to 1500	3600
Above 1500	3850

The above Allowance shall be revised with reference Basic wages as on 1<sup>st</sup> October every year.

# Demand No.12: Shift Working:

All the three shifts shall be of 8 hours each and the timing shall be as follows:

Shift	Timing
I Shift	7 a.m. to 3 p.m.
II Shift	3 p.m. to 11 p.m.
III Shift	11 p.m. to 7 a.m.
Gen. Shift	9 a.m. to 5 p.m.

#### Demand No. 12 A: Shift Allowance:

It is demanded that the company shall pay shift allowance to all the employees at the following rates:

Shift	Rate Per Day
1 <sup>st</sup> shift	Rs. 50 per day
2 <sup>nd</sup> shift	Rs. 75 per day
3 <sup>rd</sup> shift	Rs. 100 per day
General	Rs. 50 per day

# **Demand No. 13: Officiating Allowance:**

It is demanded that the company shall pay Officiating Allowance to all those employees working on a higher grade on that day at the following rates:

OFFICIATING LEVEL	RATE PER DAY
Grade 1 to Grade 2	Rs. 40/- per day
Grade 2 to Grade 3	Rs. 60/- per day
Grade 3 to Grade 4	Rs. 80/- per day
Grade 4 to Grade 5	Rs. 100/- per day
Grade 5 to Grade 6	Rs. 120/- per day
Grade 6 to Grade 7	Rs. 140/- per day
Grade 7 to Grade 8	Rs. 160/- per day

# Demand No. 14: Quantity Based Incentive:

It is demanded that the amount paid to the workmen as Quantity based incentive to be paid as fixed monthly Incentive.

# Demand No. 14 A: Productivity Incentive:

It is demanded that the Company shall introduce Productivity Incentive to all employees as per the Table given below:

The amount for respective grades and percentage is in Rs. per hour

PRODUCTIVITY In %GE	Grade I	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8
90-90.99	11.25	11.83	12.95	13.55	14.21	15.04	16.83	18.91
91-91.99	11.34	11.93	13.06	13.67	14.33	15.18	16.98	19.08
92-92.99	11.44	12.03	13.17	13.79	14.46	15.31	17.13	19.24
93-93.99	11.72	12.45	13.74	14.51	15.33	16.34	18.33	20.35
94-94.99	12.18	13.06	14.50	15.60	16.39	17.57	19.72	22.16
95-95.99	13.96	15.10	16.86	18.13	19.49	21.10	23.75	26.74
96-96.99	14.91	16.21	18.14	19.56	21.10	22.91	25.76	28.94
97-97.99	16.67	18.22	20.42	22.15	24.01	26.17	29.42	33.04
98-98.99	17.32	18.93	21.22	23.05	25.05	27.35	30.78	34.58
99-99.99	18.51	20.25	22.70	24.74	26.99	29.56	33.33	37.50
100-100.99	18.61	20.35	22.81	24.86	27.11	29.69	33.48	37.67
101-101.99	19.79	21.66	24.30	26.54	29.04	31.89	36.02	40.60
102-102.99	19.89	21.77	24.42	26.66	29.17	32.03	36.18	40.77
103-103.99	21.64	23.70	26.59	29.15	32.01	35.30	39.93	45.08

104-104.99	21.73	23.80	26.70	29.27	32.13	35.43	40.08	45.24
105-105.99	23.45	25.73	28.88	31.74	34.96	38.68	43.83	49.55
106-106.99	23.55	25.83	28.99	31.86	35.09	38.82	43.98	49.71
107-107.99	23.64	25.92	29.09	31.97	35.21	38.95	44.13	49.87
108-108.99	23.75	26.03	29.22	32.10	35.35	39.09	44.30	50.05
109-109.99	23.85	26.13	29.34	32.22	35.49	39.23	44.46	50.23
110-110.99	23.95	26.22	29.45	32.34	35.61	39.37	44.61	50.39
111-111.99	24.04	26.30	29.55	32.45	35.73	39.50	44.76	50.55
112-112.99	24.13	26.42	29.66	32.57	35.86	39.63	44.91	50.71
113-113.99	24.21	26.53	29.77	32.68	35.98	39.76	45.06	50.87
114-114.99	24.31	26.63	29.89	32.80	36.11	39.90	45.22	51.04

# Demand No. 14 B: Production incentive payments and any other payments connected with production, productivity or quality shall be considered as provident fund wages:

It is demanded that the production incentive payments and any other payments connected with production, productivity or quality shall be considered as wages and shall attract provident fund, gratuity, bonus and any other indirect incidental payments, benefits or remuneration. The incentive payments and any other payments connected with production, productivity or quality shall be reckoned for payment for overtime, leave, paid holidays etc.

# Demand No. 15: Insourcing of Outsourced Activities and Jobs:

It is demanded that all the jobs/activities that are presently agreed by the union as outsourced as current practices will be insourced with immediate effect and given to the workmen on the shopfloor whenever there is idle time due to any reason on the shopfloor.

#### Demand No. 16: Five Day Week:

It is demanded that all the workers shall be granted five day week working.

# Demand No. 17: Earned Leave:

All the workmen shall be granted earned leave at the rate of 11% of his working days in the subsequent calendar year. accumulation of earned leave shall be allowed up to 150 days. an employee shall be allowed to encash 10 days earned leave at the time of availing leave travel assistance once every year.

# Demand No. 17 A: Single Day Earned Leave:

All the workmen shall be allowed to consume single day earned leave with restricted permissions.

#### Demand No. 18: Casual Leave:

The company shall grant 15 days casual leave every year to all employees.

#### Demand No. 19: Sick Leave:

The company shall grant 20 days sick leave every year to all the employees. Accumulation of sick leave shall be allowed up to 90 days.

# Demand No. 19a: Sick Leave:

The company shall grant half day sick leave for the 2<sup>nd</sup> half of the shift.

# Demand No. 20: Injury pay:

All workmen, whether covered under ESI or not shall be paid injury pay on the following basis: full day's wages (Consolidated Wage + Dearness Allowance + PP+ All Other Allowances) if a workman is required to remain away from work for due to the injury, he shall be paid full days' wages (Consolidated Wage + Dearness Allowance + PP + All Other Allowances) for the days he remains away from work including the day of injury.

# Demand No. 20 a: Serious Employment Injury Compensation:

The serious employment injury compensation shall be calculated on the basis of actual monthly wages (Basic + D.A. + P.P. + All Other Allowances) of the workman as on the date of accident.

# Demand No. 21: Paid Holidays:

The company shall grant 16 paid holidays every year to all employees. These paid holidays shall be decided in consultation with the union.

# Demand No. 22: Study Leave:

The company shall grant 30 days study leave to employees who are pursuing different courses and have to appear for examination.

#### Demand No. 23: Promotion Procedure for Workmen:

It is demanded that the promotion policy to be settled mutually and shall be extended to the workers covered by this demand.

# Demand No. 24: Safety Goggles:

All the workmen who are using spectacles to carry out their work in the shopfloor shall be given safety goffles with progressive lens.

# **Demand No.24 A:** Washing of Uniforms:

As practice, uniforms are provided to all workmen. these uniforms to be washed in cycle of twice a week by the company.

#### Demand No. 25: Medical/Health Insurance:

It is demanded that the existing health insurance to be increased to Rs.8 lakhs to cover medical expenses incurred to the employee and his/her family arising out of hospitalization. In case of unfortunate death of an employee, the said health insurance is to be continued to his/her spouse. The said health insurance shall continue to be in force even after the employee's retirement and to be revised from time to time as applicable to all employees on roll.

#### Demand No. 25a: Siemens Workers Union Medical Reimbursement Scheme:

The workmen contribution towards the siemens workers union medical insurance scheme shall be increased from the present rs.100/- to Rs. 300/- per person per month. The same shall be paid to the union. The union will administer the scheme.

# **Demand No. 26:** Housing/Education Loan:

It is demanded that all employees shall be granted housing/education loan of Rs. 50/- lakhs without any interest for purchase of a house/plot or for education purpose or in case if swu plans a scheme of housing for workmen.

#### **Demand No. 27: Festival Advance:**

It is demanded that the existing festival advance paid to the employees shall be increased to Rs. 25,000/-per year. The same to be recovered in 10 equal installments.

# Demand No. 29: Pending/Unresolved Points of previous settlement dated 27 Aug 2021:

#### A: Job Classification

It is demanded that Job Classification to be carried out in the units of goa. It was agreed under the clause 5.5 of settlement dated 19-02-2021 that the work of Job Classification will be taken up by a mutually agreed party (Nitie/Npc or any other independent authority) and that assessment will cover studying the existing jobs in goa verna (Dg Pro, Dg Sys And Ds O Gis Factory). The job classification study to be carried out & if any benefit arises from it to be given from 1<sup>st</sup> oct 2021.

#### **B:** Work Measurement

It is demanded that there shall be work measurement on the basis of MOST. It was agreed under the clause 5.5 of settlement dated 19-02-2021 that work measurement at Goa Verna factories (Dg Pro, Dg Sys And Ds O Gis Factory) to be carried out through MOST process mutually which has not been implemented till the date of presenting this demand. The work measurement to be done mutually.

#### Demand No. 30: Canteen:

Existing Meal card to be discontinued. Deduction of Rs. 100/- per month from salary of workmen to be done for the existing food provided in the canteen.

#### Demand No. 30 A: Tea Break:

It is demanded that tea will be served on shopfloor and there will be 10 minute break for tea at the end of every shift.

# Demand No. 31: Transport:

Existing transport facilities to be continued.

#### Demand No. 32: Picnic Allowance:

The existing practice of Picnic/Family Day shall Continue.

# Demand No. 33: Retirement Age:

The age for retirement shall be 65 years. However, the workmen shall be given the option to retire at the age of 60 or at any date before attaining the age of 65 years.

#### Demand No. 34: Pension Scheme:

The company shall introduce a pension scheme wherein the workmen shall be paid 50% of the last drawn consolidated basic with existing scheme of dearness allowance including future neutralization at the same rate.

The pension will be paid for a minimum period of 15 years after retrenchment /termination/resignation/retirement. In the event of death of the employee while in service, the criteria of minimum years of service shall be dispensed with and the legal heirs shall be paid the said pension.

# Demand No. 35: Gratuity:

It is demanded that the company shall grant one month's gross salary last drawn for every completed year of service as Gratuity to all the employees at the time of their leaving the employment.

# Demand No. 36: Workmen Welfare Scheme:

(A) Siemens Workers Union Special Medical Relief Scheme

The workmen contribution towards siemens workers union special medical relief scheme shall be increased to rupees 40/- per workman per month.

# (B) Union Monthly Levy

The workmen contribution towards union monthly levy shall be increased to rupees 300/- per workman per month.

#### **Demand No. 37: Paternity Leave:**

Paternity leave of one month's full pay and benefits shall be granted to all employees.

# Demand No. 38: Child Adoption Leave:

Paternity leave of one month's full pay and benefits shall be granted to all employees who are legally adopting a child.

# Demand No. 39: Death Relief Scheme:

It is demanded that in case of unfortunate death of an employee while in the service of the company, the legal heirs of the deceased workman shall receive the amount of not less than Rs. 35/- lakhs in case the amount of "Sahayta Scheme" is below Rs. 35/- lakhs. Existing term insurance and accidental insurance to be continued.

# Demand No. 40: Recreational Activities:

Recreational activities such as indoor sports and gymnasium to be restarted.

# **Demand No. 41: Period of Settlement:**

It is demanded that the period of settlement shall be for three years from 01-01-2024.

#### **Demand No. 42: Retrospective Effect and Interest:**

- 1. All demands wherever not specifically mentioned shall be effective from 01-01-2024 onwards.
- 2. Interest will be paid at the rate of 10% per annum on all arrears and other payment paid later than 01-01-2024. The interest will be payable for the period starting from 01-01-2024 till actual payment is made as if the amount has become payable on monthly basis.
- 3. All workmen who are/were on rolls of the company on 01-01-2024 shall be paid arrears along with 10% interest.
- (2). If answer to issue No. (1) above is in negative then, what relief the workmen are entitled to?"
  - 1. Upon receipt of the reference, it was registered as it IT/17/2025 and registered A/D notices were issued to both the parties. Pursuant to service of notice, both the parties put in their appearance and jointly filed an application along with the memorandum of settlement at Exhibit 3 Colly submitting that the subject matter involved in the present reference has been conclusively settled in view of the settlement arrived between both the parties and prayed that an award be passed in terms of the said settlement.

The terms of settlement are as follows:

It is agreed and clearly understood by both the parties as follows:

# 1. Wage Structure

# 1.1 Consolidated Monthly Wage Grades

The following will be consolidated monthly wage grades [grade having monthlybasic wage plus the element of dearness allowance related to goa consumer price index No. of 100 (base 1982 = 100)]

Grade	Basic wages
W1	150-4-170-6-200-9-245-13-310
W2	175-10-225-12-285-16-365-20-465
W3	200-14-270-16-350-20-450-25-575
W4	270-20-370-25-495-30-645-35-820
W5	320-30-470-35-645-40-845-45-1070
W6	370-35-545-40-745-45-970-50-1220

- 1.1.1 Consolidated Wage Grades and Rate of yearly increments applicable to Workmen will be as per Clause 1.1.
- 1.1.2 For any computation or deduction of payment or unless otherwise specified the standard month will be of 26 days and a standard day of 8 hours duration.

#### 1.2 Dearness Allowance

- 1.2.1 The consolidated wage/wages grades referred to in this Agreement mean basic wage plus the element of Dearness Allowance referred to the Goa Consumer Price Index Number (Base 1982 = 100).
- 1.2.2 The payment of Dearness Allowance Goa Consumer Price Index shall be as per the Table given below:

Consolidated Wage Slab for Month in Rupees	Dearness Allowance rate per month in rupees for rise in each slab
150 – 175	4.5
176 – 250	5
251 – 300	5.3
301 – 375	5.8
376 – 450	6.3
451 – 550	6.8

551 – 650	7.3
651 – 800	7.8
801 - 950	8.3
Above 950	8.8

- 1.2.3 The Consolidated Wage/Wage Grades referred to in the Agreement means Basic Wage plus the element of Dearness Allowance referred to the Goa Consumer Price Index (Base 1982 = 100) Number of 100.
- 1.2.4 The Dearness Allowance shall be payable along with the wages on the basis of Goa Consumer Price Index Number (1982 Series) declared 2 months prior to the month for which payment is being made.

For e.g. CPI No. for Oct'2020 (Goa CPI 1982 Series) = 1995, then Dearness Allowance payable to the basic salary of Rs. 175/- in the month of Dec'2020 willbe Rs. 8977.5 ( $1995 \times 4.5 = 8977.5/-$ )

#### 1.2.5 Goa Consumer Price index for the month of October-2020

2016 series-CPI numbers-111.5 converted in to 2001 series by multiplying factor of 3.2 & turns further converted in to 1982 series by multiplying factor of 5.59.

# Working

October CPI number = 111.5 (2016 series) x 3.2 = 356.8 = 356.8 (2001 series) x 5.59 = 1994.51 (1982 Series)

Consumer price index to be consider for wages of Dec'20 =1995 (1982 Series)

#### 1.3 Fitment

- 1.3.1 It is agreed that all workmen will be fitted in Grade W1–Grade W3 as per "Annexure E" of this settlement and arrears if any shall be paid w.e.f 01-01-2025.
- 1.3.2 These arrears will be paid with July 2025 salary settlement for the 'Workmen' who will give undertaking as per Annexure 'I' before 10th June, 2025.
- 1.3.3 In case the fitment as per various provisions of this settlement results in existing wage differentials not being maintained, no grievance on this account either from the individual or from the Union, will be entertained.
- 1.3.4 As per Clause 6.10.1 of this Settlement it is agreed that all Workmen will be paid lump sum arrears arising out of this settlement for the period 01st January, 2024 to 31st December, 2024.

#### 1.4 Annual Increments

Workmen will be eligible to receive one normal Annual Increment in the irrespective grade on 1<sup>st</sup> October every year, provided they have been confirmed in service on or before 30<sup>th</sup> September.

#### 1.5 Service Increments

After the Workmen has reached the end of his grade or the wage grade as thecase maybe, he will normally be given one normal increment last drawn for everytwo years of subsequent service, unless in the opinion of the management his conduct or his efficiency in relation to his grade is not satisfactory. The Workman will be entitled to a maximum of four such increments.

# 1.6 Working System & Flexibility

- 1.6.1 The market environment of stiff competition and customer-oriented style/system of working demands total flexibility in Goa SI EA O PA, and SI EA O GIS hence shall be applicable and shall be continued in entire Goa SI EA O PA, and SI EAO GIS and any future manufacturing unit/s.
- 1.6.2 All the Workmen are doing and will continue to do all these jobs irrespective of their Trades, Grades (present and future) and Qualification etc. in entire Goa SIEA O PA and SI EA O GIS and any future manufacturing unit / s.

1.6.3 The Workmen will be shifted from one workplace to another purely based on business needs and on same occasion even for part of the day. The shifting of Workmen from one plant to another will also be done mutually based on business need.

# 1.7 Quantity Based Productivity Incentive Scheme

The Quantity based Productivity Incentive Scheme agreed for SI EA OPA and SIEA O GIS enshrined in "Annexure H". It has been agreed based on factory requirement which will be settled mutually.

# 2. Working Hours and Leave

#### 2.1 Working Hours

2.1.1 The Standard Working Hours for all the Workmen working at Goa Works will be as follows:

Shifts	Working Hours/Day in a Year
Shifts 1 <sup>st</sup> , 2 <sup>nd</sup> and General Shifts	52 Weeks of 48 Hours per Week (6 days per week)
3 <sup>rd</sup> Shift	52 Weeks of 39 Hours per Week (6 days per week)

- 2.1.2 Details of the working protocol as per Annexure 'B'
- 2.1.3 Total Hours per week exclude Lunch/Dinner breaks.
- 2.1.4 Workmen at Goa O PA and O GIS will be required to rotate between 1<sup>st</sup>, 2<sup>nd</sup>, General and 3<sup>rd</sup> Shift as per work requirements from time to time within legal frame work.

# 2.2 Holidays

2.2.1 There will be 9 paid holidays in a calendar year.

# 2.3 Weekly off Day

2.3.1 Weekly off Day for the factory would be mutually agreed upon between the Management and the Union.

# 2.3.2 Work on Weekly off and Non-Mandatory Paid Holiday

Work on Weekly off day will be as per Factory Act, 1948. Such working will be for a whole day. When Workmen are required to work on a weekly off day for a whole day, they will have a substitute weekly off day for a whole day on one of the three days immediately before or after the weekly off day in such a way that such substitute weekly off day does not result in any Workmen working for more than 10 days consecutively without a holiday. Weekly off day to be considered based on working schedule as per Clause 2.3.3 as mentioned below;

## 2.3.3 Staggered off

With the aim to improve utilisation of installed equipment to generate additional capacity and/ or meet surges in customer demand, it has been decided to start staggered working pattern from 01<sup>st</sup>March 2021. (Instead of Sunday as a common weekly off). The details of the system is as below.

- a. The weekly off day schedule will be displayed 2 weeks prior.
- b. It shall be Management endeavour to maintain paid off days as common off days.
- c. However, in case of business exigencies demanding otherwise, a working arrangement will be arrived upon discussing with union.
- d. Transport/Travel cost reimbursement and canteen arrangements on Weekly off/ Sunday/ Paid Holiday for Workmen will be provided to come to factory.

#### 2.4 Leave

# 2.4.1 Earned Leave

- 2.4.1.1 At the time of confirmation, unconsumed casual leave of the training period will be converted into Earned Leave.
- 2.4.1.2 Permanent Workmen shall be entitled to Earned Leave in the sub sequent calendar year, calculated at the rate of 7.5% of their working days in the previous calendar year. Earned Leave will be

granted in terms of full working days on the following basis:

- 2.4.1.3 In case a Workman has joined or gets confirmed in between a calendar year, Earned Leave will be calculated on pro-rata basis.
  - 2.4.1.4 'Works Working Days' in a year are defined as the number of days the works is actually open.
- 2.4.1.5 'Working Days' of a workman are defined as the number of days he actually attends work excluding his attendance on overtime. Paid or unpaid leave of all types authorized or unauthorized will be excluded. However, when works are open for half day or more than half day working it will be counted as full working day.
- 2.4.1.6 All actual closure days whether declared by the Company or otherwise, shall not be taken into account as working days for earning or availing of the Earned Leave.
- 2.4.1.7 Workman joining on probation, for the first year of his employment shall be credited leave on the basis of Clause 2.4.1.2, which they shall be entitled to avail of only after completion of one year of continuous service.
- 2.4.1.8The Earned Leave calculated as per Clause 2.4.1.2 will be rounded off to the nearest full day. For example 15.49 days will be rounded off to 15days and 15.50 days and above will be rounded off to 16 days.
- 2.4.1.9 Earned Leave can be accumulated for a maximum of 65 working days. Any leave in excess of 65 days will stand automatically lapsed.
  - 2.4.1.10 Earned Leave cannot be taken for more than 5 times in a year and or less than 3 days at a time.
- 2.4.1.11 For better planning of work of the factory throughout the year, every workman shall plan his Earned Leave at the beginning of the year and get it approved by his Supervisor/Head of the Department. Earned Leave (and any extension thereof) in all cases, must be applied for 10 days in advance, except in emergencies. The leave will be sanctioned subject to the exigencies of work.

#### 2.4.2 Casual Leave

- 2.4.2.1 Workmen will be entitled to Casual Leave with full Wages for 6 days in a Calendar Year. In case a Workman has joined or gets confirmed in between a Calendar year, Casual Leave will be calculated on prorata basis.
- 2.4.2.2 Casual leave can be availed of by a Workman in the first year, only on completion of 6 months continuous service or after confirmation whichever is earlier.
- 2.4.2.3 All Casual Leave must be applied for one day in advance and should get sanctioned in advance before proceeding on leave. Unless it is an exigency the Supervisor/Manager can approve the Casual leave as exception.
- 2.4.2.4 Casual Leave cannot be taken in conjunction with any other kind of leave, except half day casual leave prior to Earn Leave.
  - 2.4.2.5 Casual Leave cannot be taken for more than 3 days at a time.
- 2.4.2.6 The Company may give half day Casual Leave at its sole discretion in accordance with the convenience of the work. For this purpose, half day shall be half of the working hours (excluding break) of the concerned shift. The leave can be availed in any half of the shift, subject to pre-sanctioning for the 1<sup>st</sup>half and sanctioning for the 2<sup>nd</sup> half. For the 1<sup>st</sup>half of the leave, the normal concession of late coming will not be applicable.
- 2.4.2.7 Unconsumed Casual Leave shall be added to Earned Leave in the subsequent year in the form of working days. Half day unconsumed Casual Leave will lapse.

#### 2.4.3 Sick Leave

- 2.4.3.1 At the time of confirmation, unconsumed sick leave will carry forward all confirmed Workmen will be entitled to Sick Leave with full wages for 7Calendar days in a Calendar year. In case a Workman joins or gets confirmed in between a Calendar year, Sick Leave will be calculated on a pro-rata basis for the year of joining.
- 2.4.3.2 Whenever a Workman is absent on grounds of sickness, he must immediately and with full details intimate the Management about his absence due to sickness. On resumption of work after his sickness, the Workman must apply for sick leave and ensure that the same is sanctioned. In case a workman

is in 3<sup>rd</sup>shift, he should ensure that such sanction of his sick leave through application is obtained within a week.

Application made thereafter shall not be ordinarily entertained and sick leave may not be granted.

If a workman reports sick for more than 2 days at a time, he shall be required to produce a medical certificate from a panel Doctor/Regd. Medical Practitioner at the time of resuming the duty. The company shall have, at all times, a right to verify the medical certificate produced by the workman or to subject him to a medical examination by the Company's Medical Officer. If such verification does not satisfy the company that sick leave has been applied on proper grounds, the company may refuse to grant sick leave.

In exceptional circumstances, at its sole discretion, the company may grant sick leave in continuation of Earned Leave provided the workman concerned has exhausted all his Earned Leave.

- 2.4.3.3 Sick Leave can be accumulated up to 21 Calendar days. Any leave beyond this shall be automatically forfeited. The record of forfeited sick leave will be maintained to take care of the unforeseen circumstance.
- 2.4.3.4 The Company shall grant half day Sick Leave only for the 2<sup>nd</sup> half of the shift, at the discretion of the management. For this purpose half day shall be half of the working hours (excluding break) of the concerned shift.
- 2.4.3.5 All leave other than Earned Leave shall be based on Calendar days and any holidays, weekly offs or closure declared by the Company, shall be counted as part of such leave, if it falls in between the sanctioned leave.
- 2.4.3.6 In exceptional circumstances at its sole discretion of the Manager, the company may grant sick leave in continuation of earned leave provided the employee concerned has exhausted all his Earned Leave.
- 2.4.3.7 The system of leave applications shall be strictly followed. All other administrative procedure laid down for the leaves will be strictly followed.
  - 2.4.3.8 All the leave records shall be maintained on the basis of a Calendar Year.

# 2.5 Employment Injury Compensation

Applicable to all workmen whether covered under ESI or not.

- 2.5.1 Injury Pay will be granted to a Workmen if he is injured due to accident arising out of and in the course of employment. The workman shall be given Injury Pay on the following basis:
- 2.5.2 A Workman injured due to accident arising out of and in the course of employment shall be paid full day's Wages (Consolidated Wages + Dearness Allowance + Monthly Standard Allowances) for the days of accident if he has been permitted by the Company to leave the premises before completion of his shift.
- 2.5.3 If a Workman is required to remain away from work for 4 continuous days or less, after the day of injury he shall not be granted Injury Pay by the Company, for those four days of absence.
- 2.5.4 If the Workman is required to remain away from work for 5 continuous days, after the day of injury he shall be paid 2 full days wages (Consolidated Wage +Dearness Allowance + Monthly Standard Allowances) excluding the day of injury.
- 2.5.5 For every additional day above 5, for which the Workman is required to remain away from work, he will be paid half day's wages (Consolidated Wage + Dearness Allowance + Monthly Standard Allowances).
- 2.5.6 The total Injury Pay as per Clause 2.5.4 and 2.5.5 shall not exceed 14 days wages (Consolidated Wage + Dearness Allowance + Monthly Standard Allowances) in a Calendar year, in addition to the day of injury.
- 2.5.7 A Workman will be entitled to Injury Pay only if he remains under medical treatment at a hospital, clinic or such other institution. In case of non-admittance to a hospital or a clinic, a Workman shall be entitled to the above-mentioned Injury Pay, if a certificate to that effect has been given by the Company's Medical Officer or the Panel doctor as the case may be.

#### 2.5.8 Serious Employment Injury Compensation

Payment of Serious Employment Injury Compensation shall be governed by "Serious Employment Injury Compensation Scheme" as per Annexure 'A'

# 3. Allowances

#### 3.1 Education Allowance

3.1.1 All permanent workmen shall be paid Education Allowance with effect from 01.01.2025 as follows:

Basic Range	II4. 175	75 176-250	251 200	201 400	> 400
Years of Service	Upto 175	170-250	251-300	301-400	>400
Up to 4	4401	5062	5838	6716	7047
Above 4 - 6	5266	5928	6703	7581	7912
Above 6 - 8	5989	6650	7426	8303	8634
Above 8 - 10	6631	7292	8067	8945	9276
Above 10 - 12	7361	8022	8798	9676	10007
Above 12 - 15	8173	8836	9611	10488	10819
Above 15	8421	9084	9859	10736	11067

- 3.1.2 Any revision in Education Allowance, due to increase in Consolidated wage or number of years of service shall be determined with reference to consolidated wage and number of completed years of service and to be paid as and when such change in Basic and/or years of service takes place.
- 3.1.3 The Education Allowance shall be paid for the days a Workman is paid his normal consolidated wages and dearness allowance.
- 3.1.4 Education Allowance will not be paid on items like overtime wages, payment in lieu of un-availed earned leave or notice pay etc. However, it will be paid for the period for which worker is paid injury pay.
- 3.1.5 The Education Allowance is not to be considered wages for any purpose whatsoever and shall not attract Provident Fund, Gratuity, Bonus or any other direct/indirect or incidental payment/benefits or remunerations.

#### 3.2 Conveyance Allowance

3.2.1 All permanent workmen shall be paid Conveyance Allowance with effect from 01-01-2025 as follows:

Basic Range					
Years of Service	Upto 175	176-250	251-300	301-400	>400
Up to 4	3135	3612	4170	4797	4962
Above 4-6	3647	4125	4683	5310	5476
Above 6-8	4117	4595	5153	5781	5946
Above 8-10	4570	5049	5607	6234	6399
<b>Above 10-12</b>	5091	5569	6127	6754	6920
<b>Above 12-15</b>	5676	6154	6712	7339	7500
Above 15	5800	6278	6836	7463	7628

- 3.2.2 Conveyance Allowance thus fixed will remain unchanged during the pendency of the Settlement.
- 3.2.3 The Conveyance Allowance shall be paid for the days a Workmen is paid his normal consolidated wages and dearness allowance.
- 3.2.4 Conveyance Allowance will not be paid on items like overtime wages, payment in lieu of un availed earned leave or notice pay etc. However, it will be paid for the period for which worker is paid injury pay.

3.2.5 The Conveyance Allowance is not to be considered wages for any purpose whatsoever and shall not attract Provident Fund, Gratuity, Bonus or any other direct/indirect or incidental payment/benefits or remunerations.

#### 3.3 House Rent Allowance

3.3.1 All permanent workmen shall be paid House Rent Allowance with effect from 01-01-2025 as follows:

Basic Range	II.4. 175	177. 250	251 200	201 400	>400
Years of Service	Upto 175	176-250	251-300	301-400	
Up to 4	4238	4874	5620	6465	6796
<b>Above 4 - 6</b>	5090	5726	6472	7317	7648
<b>Above 6 - 8</b>	5793	6429	7175	8019	8350
Above 8 - 10	6413	7048	7794	8639	8970
Above 10 - 12	7115	7751	8497	9342	9673
Above 12 - 15	7897	8534	9280	10124	10455
Above 15	8145	8782	9528	10372	10703

- 3.3.2 Any revision in House Rent Allowance, due to increase in Consolidated wage or number of years of service shall be determined with reference to consolidated wage and number of completed years of service and to be paid as and when such change in Basic and/or years of service takes place.
- 3.3.3 The House Rent Allowance shall be paid for the days a Workmen is paid his normal consolidated wages and dearness allowance.
- 3.3.4 House Rent Allowance will not be paid on items like overtime wages, payment in lieu of unavailed earned leave or notice pay etc. However, it will be paid for the period for which worker is paid injury pay. No deduction in House Rent Allowance shall be made where the worker has not earned wages up to a maximum of 4 days in a month. In case such days exceed 4, proportionate deduction shall be made for all the days he has not earned wages in the month, including the first 4 days.
- 3.3.5 The House Rent Allowance is not to be considered wages for any purpose whatsoever and shall not attract Provident Fund, Gratuity, Bonus or any other direct/indirect or incidental payment /benefits or remunerations.
- 3.4.1 All permanent workmen shall be paid Medical Benefit Advance with effect from 01-01-2025 as follows:

Basic Range					
Years of Service	Upto 175	176-250	251-300	301-400	>400
Up to 4	3135	3612	4170	4797	4962
<b>Above 4 - 6</b>	3647	4125	4683	5310	5476
<b>Above 6 - 8</b>	4117	4595	5153	5781	5946
Above 8 - 10	4570	5049	5607	6234	6399
<b>Above 10 - 12</b>	5091	5569	6127	6754	6920
<b>Above 12 - 15</b>	5676	6154	6712	7339	7500
Above 15	5800	6278	6836	7463	7628

**Employees covered under ESIC Scheme: Rs. 800/-:** 

- 3.4.2 The Medical Benefit Advance will be deducted on pro-rata basis for absence without pay. The Medical Benefit Advance will, however, not be deducted for absence without pay on medical grounds and duly supported medical certificate.
- 3.4.3 The Medical Benefit Advance shall not be taken in to account for the purpose of Provident Fund, Bonus, Dearness Allowance, Overtime, Gratuity, etc. or any other benefit or remuneration.
  - 3.4.4 The Medical Benefit Advance, as above, will be paid along with the monthly wages.
- 3.4.5 A workman who ceases to be covered under the ESI Scheme during course of the year will receive Medical Benefit Advance applicable to 'Employees not covered under ESI category' from the month in which he will cease to contribute towards ESIS.
- 3.4.6 In the event of any amendment to ESI Scheme or its application, to employees in Verna, Goa Industrial Area or otherwise non-ESIS Workmen who come within the purview of the scheme.
- 3.4.7 No other Medical Benefit in cash will be available to the Workmen who are being paid Medical Benefit Advance under this settlement for domiciliary treatment.
- 3.4.8 Medical Benefit Advance as shown in the above table will be fixed and remain unchanged during the pendency of the settlement.
- 3.4.9 The Union has announced its own "Siemens Workers' union Medical Reimbursement Scheme" for workmen. The same is in operation till now and will continue to be in operation in future. The Union shall extend benefits to the workmen under its scheme. No grievance dispute from workmen will been tertained by the Management. A sum of Rs.200/- per person per month will be paid to Siemens Workers' Union towards running of the "Siemens Workers' Union Medical Reimbursement Scheme".

# 3.5 Supplementary Allowance

3.5.1 Supplementary Allowance will continue for only those employees who have supplementary allowance in their salary structure. Supplementary allowance will not be considered as wages for the purpose of Provident Fund, Gratuity or Leave encashment etc.

#### 3.6 Leave Travel Assistance

3.6.1 All permanent workmen shall be paid Leave Travel Assistance with effect from 01-01-2025 as follows:

Basic Range					
Years of Service	Upto 175	176-250	251-300	301-400	>400
Up to 4	10463	11975	13775	15851	17171
<b>Above 4 - 6</b>	13306	14830	16630	18694	20014
<b>Above 6 - 8</b>	15364	16876	18676	20740	22072
Above 8 - 10	16918	18430	20230	22306	23626
Above 10 - 12	18652	20176	21964	24040	25360
Above 12 - 15	20530	22054	23710	25918	27358
Above 15	21526	23050	24850	26914	28234

- 3.6.2 Any revision in Leave Travel Assistance due to increase in the consolidated wage or number of completed years of service, shall be determined with reference to consolidated wages and number of years of service as on 1<sup>st</sup>April of every year. Any revision due to change in basic and years of service will be paid in October wages.
- 3.6.3 If the workman is confirmed in between the year, payment will be on pro-rata basis, w.e.f. the date of confirmation.
  - 3.6.4 The workman must proceed on Earned Leave for at least 5 working days to claim LTA.
- 3.6.5 The LTA is not to be considered 'Wages' for any purpose whatsoever and it shall not attract Provident Fund, Gratuity, Bonus or any other indirect/incidental payment, benefit or remuneration.

- 3.6.6 Normally Workman shall claim his LTA every year by proceeding on leave each year, as per clause 3.6.3. If he has not claimed his LTA in a particular year, the same must be claimed, along with the LTA of the following year. However, in such cases the workman must proceed on earned leave for at least 5 working days to claim LTA for both the years at one time. In any case LTA cannot be accumulated beyond two years.
- 3.6.7 The LTA will be paid through Wages. Workman wishing to avail of the LTA must plan & amp; give the intimation in Leave Form duly authorized to GW/HR before 15<sup>th</sup>day of the month in which he wishes to have his LTA payment through his wages.
- 3.6.8 L.T.A. will not be considered for payments like overtime, payment in lieu of unveiled EL or notice pay or leave encashment or injury pay etc.

#### 3.7 Leave Encashment

- 3.7.1 While claiming Leave Travel Assistance, a workman can surrender 5 working days leave and claim payment of Consolidated Wages + Dearness Allowance for 5 days only.
- 3.7.2 In case a Workman does not proceed on leave to claim LTA in a particular year, he cannot encash any leave.
- 3.7.3 This encashment of 5 working days Earned Leave will be allowed only if after such an encashment, there are a minimum of 10 days Earned Leave remaining in his account.
- 3.7.4 LTA is paid to cover traveling expenses for Workmen and his family while proceeding on leave in India.

#### 3.8 Shift Allowance

3.8.1 All workmen shall be paid Shift Allowance with effect from 01-01-2025 as follows:

1 <sup>st</sup> Shift	Rs. 6 per day
2 <sup>nd</sup> Shift	Rs. 9 per day
3 <sup>rd</sup> Shift	Rs. 11 per day

- 3.8.2 This shift allowance shall be paid subject to minimum attendance for ½ day shift working on a particular day i.e. at least 4 hours. (Excluding O.T. Working)
- 3.8.3 This Shift Allowance shall not be considered as "Wages" foe any purpose whatsoever and it shall not attract Provident Fund, Gratuity, Bonus, Overtime or any other indirect/incidental payment benefit of remuneration.

#### 3.9 Overtime

- 3.9.1 It is agreed that overtime wages will be paid as per existing practice and will be calculated as per the wages of December 2023. i.e. payment with double the rate of existing wage as on 31-12-2023 for the future OT hours put in by workman.
  - 3.9.2 The said topic will be reviewed within six months from the date of signing of this settlement.

# 3.10 Lunch/Dinner Allowance while away from establishment

- 3.10.1 Lunch/Dinner Allowance is basically payable to a workman to meet his extra cost of Lunch/Dinner (within reasonable limits) over and above his normal cost, when a workman is required to go for Company's work, away from the establishment of the Company to which he is attached. The existing rates areas per **Annexure 'D'**.
- 3.10.2 Where a workman goes for an official visit to another establishment of the Company and if he stays in that establishment over the lunch period, he will be provided with free lunch and will not be eligible for lunch/dinner allowance.

# 3.11 Local Travel

- 3.11.1 When a workman goes on outdoor duty on official business to nearby places/districts (from places where he is able to return on the same day) he will be entitled to reimbursement of actual conveyance expenses incurred by him.
  - 3.11.2 The local travel rules will be applicable as per **Annexure "D'**.

# 3.12 Outstation and Travelling Allowance

The present Short/Long Term Allowance, Temporary Transfer Allowance and Lunch Allowance applicable to Workmen grades are as per "Annexure 'D".

#### 3.13 Working on Sunday's/Paid Holidays

Special hardship allowance will be introduced only for the workmen working on Sunday's and Paid Holidays at the rate of Rs. 100/- per day for full day working.

# 3.14 Attendance And System of Payment/Deduction

- 3.14.1. All Workmen will be required to record their attendance for the 'INTIME' and 'OUTTIME' daily in accordance with the administrative procedure laid down for the same.
  - 3.14.2. All Workmen will attend to work on all working days except leave period.

All Workmen will make themselves available at their assigned workplace exactly at the starting of the shift, and start work, after having completed all formalities, such as putting on the uniform, the safety shoes, having the tea /breakfast, recording their attendance. For this purpose, they are expected to reach the factory at least 15 minutes before the schedule shift time.

They will stop the work and leave their workplace only after keeping the tools, materials at proper place and clean the workplace at the end of the shift.

- 3.14.3. For any computation/deduction in respect of all the above allowance and payments as per clauses 1 & amp; 3 i.e. Consolidated Monthly Wage, Dearness Allowance, Conveyance Allowance, House Rent Allowance, Education Allowance, Medical Benefit Advance, unless otherwise specified, in the standard month and day will be as per clause 1.1.2. The deduction on account of late coming will be rounded off to the nearest 15 minutes in respect of all payments as above except LTA and bonus.
- 3.14.4. All above payments as per clause 3.14.3, shall be paid for the days he has actually worked and was on authorized leave with pay.
- 3.14.5 Monthly Consolidated Wages and Dearness Allowance only are to be considered as "Wages" for the purpose of Provident Fund, Gratuity, and Bonus. In case of payments for overtime, payment in lieu of unavailed EL, notice pay, leave encashment, Additional Leave Travel Assistance, Injury Pay, only Monthly Consolidated Wages and Dearness Allowance shall be considered as "Wages".

#### 3.15 Payment of Wages, Allowances, Advances, Bonus etc. through bank transfer

- 3.15.1 All types of payments including Monthly Consolidated Wages, Dearness Allowance, Other Allowances, LTA, Overtime, Festival Advance, Advances, Occasional payments like Arrears, Adhoc etc., as and when applicable shall be remitted in individual bank account of the workman in Banks/Branches notified by the Company for this purpose.
- 3.15.2 Goa P& O will ensure that wages get credited to respective Bank Accounts of individual workman by 1st Working Day of the following month.
- 3.15.3 Pay slip and Tax report will be sent to personal e-mail id of the Workmen. Hardcopy pay-slips will be issued only for obtaining loan from external financial institutes or any other official purposes where company stamp and sign is required as earning proof.
- 3.15.4 Festival Advance of Rs. 15,000/- will also be paid through bank transfer only. The Workmen should intimate to P&O if they do not wish to avail Festival advance. One time once in a year Festival advance amount along with the wages will be credited to the bank account one month prior to the festival.

Christmas, Ramzan Eid, Diwali and Ganesh Chaturthi will be considered as festival for these advances.

This festival advance would be recovered in ten equal instalments of Rs. 1500/- each with effect from the month succeeding Festival.

3.14.5 The present Practice of Picnic/Family Day shall continue at the discretion of Management.

#### 4 Protocols/Procedures

# 4.1 Working Protocol

In order to ensure the effective utilization of time and in the interest of smooth and efficient working, a Working Protocol will be as per **Annexure 'B'**.

# 4.2 System of Wage Grade Promotion

With a view to reward workmen with a record of good performance and in appreciation of seniority and long years of service in the company, they shall be granted a higher wage grade promotion. A workmen will be entitled to Wage Grade Promotion on completion of 12 years of service in particular job level/grade.

# 4.3 Training Period of New Trainee Technician

It is agreed that the training period of new trainee technician will be of TWO years before confirmation.

# 5. Needs of the Organisation

# 5.1 Working System

In order to effectively utilize the manpower and machine resources and to meet customer demands it is necessary to have Work Practices to meet these requirements. The detailed working system is discussed and agreed as per 'Annexure-C'.

#### **5.2 Productivity Committee**

For accomplishing an improvement in Productivity/Performance it is agreed that the Productivity Committee at Unit level will do Productivity/Performance analysis and suggest corrective action. The details are given in **Annexure 'F"**.

# 5.3 Outsourcing of Non-Core Production Activities

- 5.3.1 It is agreed to outsource low skill production activities for SI EA O PA as mentioned below:
  - a. Depaneling of PCBA's
  - b. Component forming, Kitting
  - c. PCB Preparation in SMT
  - d. Display Mounting

Also, existing practice/past agreed practices of outsourcing will continue for activities like

- e. Product packing
- f. SMT / THT Table preparations.
- g. Material handling (Material handling comprises of material movements to and from stores and within shops)
- h. Loading/unloading
- i. Inbound/Outbound Warehouse operations.
- 5.3.2 It is agreed to outsource non-core production activities for O GIS as mentioned below:
  - a. Product packing
  - b. Cleaning
  - c. Material handling (Material handling comprises of material movements to and from stores and within shops)
  - d. Loading/unloading
  - e. Inbound/Outbound Warehouse
  - f. IQC (Incoming Quality Control) (out of presently three workmen two will be from third party workmen and one workman, in case of additional requirement fourth will be workmen and fifth will be from third party workmen)
  - g. In FAT/Finishing area the finishing activities will be carried out with 6 workmen and 6 outsourced personnel based on business needs.
- 5.3.3 It is agreed that the Workmen working in any of the above operations/jobs activity that got outsourced will be suitably re-deployed in other core activities within the plants in Goa. Permanent workmen from these areas will be deployed in the areas of high skill and high value activities such as plant engineering &quality, quality incoming inspection, machine-based operation and process planning etc. as applicable to the respective plants.

5.3.4 Existing outsource activities will continue as per present practice.

# 5.4 Operation of Critical Workplaces during Break Time

With the aim to improve utilisation of installed equipment to generate additional capacity and/ or meet surges in customer demand, union and Management agree to the basic principle that the machines should be running and should not be stopped during break time and the same will be achieved by having staggered break time.

#### 5.5 Work Measurement-Most

It is further agreed that study related to MOST will be completed within one year from the signing of the agreement and implementation will be reviewed.

#### 5.6 Multimachine

It is agreed between the parties that working on multimachine will be implemented mutually w.e.f. 01-01-2021.

# 5.7 Upskilling and Promotion Policy of Workmen

In the last agreement, it was decided to go in for a Job Classification. However, based on the rapid changes in the manufacturing technology, it was decided that instead of focusing on the classification of the existing role, we should motivate employees to acquire new skill and give them growth opportunities.

Based on this agreement, a comprehensive scheme is designed in **Annexure E**" and same will be implemented in a years' time from the date of signing of agreement.

Apart from upskilling, following criteria shall be applicable for Promotion of workmen as per the parameters set to become eligible for the promotion.

1.	PERFORMANCE	The performance in terms of the output should be consistent and up to the mark in last 12 months.
2.	BEHAVIOUR/ATTITUDE / CONDUCT	The behaviour of the workman with his colleagues and superiors should be normal and positive.  Any disciplinary action taken against the workman in last 12 months, the concerned workman shall not beeligible for promotion for next 12 months from the due date of promotion.
3.	ABSENTEEISM	If workman remains unauthorizedly absent for 10 or more days in the preceding 12 months from the due date of promotion, he will not be eligible for promotion for next 12 months from the due date of his promotion.

The Workmen who are failing in above category thereby their promotions are withheld for one year, their cases shall be reviewed after one year and if he fulfils the above criteria 1, 2 & amp; 3 he will be promoted to next grade effective from the date on which he completes withholding period of 12 months.

# 6. Miscellaneous

# 6.1 Protective Equipments (PE)

- 6.1.1 Protective Equipment are provided to Workman either for his physical protection or for the safety of his clothes against permanent damage or excessive wear and tear arising out of the nature of his duties.
- 6.1.2 The PE supplied for the physical protection of the Workmen shall continue to be supplied as per the present practice or according to any amendments from time to time in the relevant statutory enactments.
- 6.1.3. The Workmen issued with Uniforms and/or Protective Equipment's are required to wear/ use them at all times at work. Any employee, who fails to comply with the same, shall be liable for disciplinary action.
- 6.1.4 Workmen to be supplied with 3 sets of uniform T-shirt/Shirt/Apron and Trouser. Existing practice of washing of the uniforms to be continued.

6.1.5 The workmen who are required to use safety shoes, will be given safety shoes once in two year, badly damaged shoes which cannot be repaired will be exchanged with the new pair of shoes only against the surrendering of the damaged shoes.

# 6.2 Retirement Age

6.2.1 Sixty years (60) shall be normal retirement age for the Workmen.

#### **6.3** Provident Fund

The rate of Provident Fund contribution by the workman and the company shall be as per the applicable provisions of the Provident Fund Act, of the Consolidated Monthly Wage and Dearness Allowance. Other conditions governing the PF including entitlement to Company's share of contribution will be as per the Rules of the Company's PF Scheme.

# **6.4** Gratuity

Gratuity will be paid to the workmen or his heirs, executors or nominee (as the case may be) as per Gratuity rules of the Company, on the Workmen ceasing to be employee of the Company which are given below:

- 6.4.1 For the purpose of calculating Gratuity, a standard month will be of 26 days.
- 6.4.2 For the purpose of calculating completed years of service, continuous service of less than 6 months will be ignored and service of 6 months or more shall be considered as one year.
- 6.4.3 The expression 'Salary' used herein shall mean the rate of Consolidated Monthly Wages + Dearness Allowance last drawn.

**Event** Gratuity Payable

a)		orkmen while in service his physical or mental arther in service	15 days salary for each completed years of service.
b)	On Resignation/Volunta of the Workmen	ary Retirement	
	1)	Less than 10 completed years of service	As per the provisions of Payment of Gratuity Act, 1972, as amended from time to time.
	2)	After 10 completed years of service	15 days salary for each completed years of service under Siemens Gratuity Rules
c)	On termination of the s by the Company or on S	ervices of the Workmen Superannuation	
	1) Before completing 5 years of service		NIL
	2)	On or after completing 5 years of service	15 days salary for each completed years of service

#### 6.5 Canteen Facilities and Subsidized Food

The present quantity of foodstuffs provided in breakfast/lunch/dinner shall continue.

It is agreed to continue existing Meal Card practice.

# 6.6 Workmen Welfare Schemes

#### 6.6.1 Special Medical Relief Scheme

It is agreed to deduct an amount of Rupees 20/- per month per workman from the Monthly Wages payable to all workman and pay the same to the Siemens Workers Union Medical Scheme for the above scheme.

# 6.7 Union Monthly Levy

In order to encourage the welfare activities like computer awareness and education, career guidance, sports, learning through adventure camps for children and families, extension of scholarships for education for needy children, family gatherings to impart information and knowledge on social issues, training/seminars/Education &rehabilitation/workshops/for Workmen and or deprived strata of the society to improvise their skills and knowledge, counselling for marital disorders/conflicts, alcoholism, organizing/developing Holiday Homes in rural areas/small towns for recreation and to create opportunities for the Workmen and their families to experience and interact with the nature at very economical expenses and other lawful expenses etc. The deducted amount of Rs.150/- per month per Workmen from the Monthly Wages payable to all Workmen and pay the same to the Union for the above Scheme.

# **6.8 Existing Rights and Privileges**

All the existing rights, privileges and obligations of Workmen, unless modified in this Agreement, shall remain unchanged during the pendency of this Settlement.

# **6.9 Application of the Settlement**

- 6.9.1 The benefits flowing from this Settlement shall be applicable to those permanent Workmen who are on the rolls of the Company on 01-01-2025 and continue to be in the employment of the Company on the date hereof.
- 6.9.2 The benefits arising out of this Settlement shall be **effective from 01-01-2025** unless it is otherwise specified in respect of any item in the concerned Clause herein above. However, the Workmen shall start getting the allowances as per the revised table with effect from **01-01-2025**.

# 6.10.1 Payment of Arrears

6.10.2 The arrears arising out of this settlement for the period 1st Jan'2024 to 31st December, 2024 will be paid to all confirmed Workmen in lump sum as per table given below:

Basic Range					
Years of Service	Upto 175	176-250	251-300	301-400	>400
Up to 4	-	-	-	-	-
Above 4 - 6	-	-	-	-	-
Above 6 - 8	1,02,780	-	-	-	-
Above 8 - 10	1,11,900	1,20,432	-	-	-
Above 10 - 12	-	1,30,152	1,39,752	-	-
Above 12 - 15	-	-	1,49,832	1,61,232	1,75,152
Above 15	-	-	-	-	-

- 6.10.3 This payment will be made for the period for which a Workmen has been paid his normal salary. Pro rata deductions shall be made in case of leave without pay.
- 6.10.4 It is expressly agreed by the parties that this lump sum amount will not be considered as wage for any purpose whatsoever and it shall not attract Provident Fund, Gratuity, Pension, Bonus, Overtime, or any other indirect/incidental payment.
- 6.10.5 In respect of those workmen who are not in service on the date of signing of the settlement, arrears shall be paid on pro rata basis calculated with reference to his basic and years of service on the date of his leaving the service, within one month from the date of receipt of a written application from the concerned employees or their legal heirs in case of the deceased workmen. No such application received after a period of 6 months from the date of signing of this settlement will be entertained.
- 6.10.6 It is agreed that the payment of arrears as per clause 6.10.1 will be paid only through ECS to the respective salary accounts of the Workmen with their July-2025 salary.
- 6.10.7 If the Workmen who are extended the benefits under this settlement fail to adhere to the terms and conditions of the Settlement, and also the obligations and responsibility cast on the Workmen under the

Settlement, the Company shall be entitled to withdraw the benefits extended to such Workmen.

6.10.8 It is agreed to recover an amount equal to 3% from the arrears payable to all the Workmen and remit the same to the Siemens Workers' Union.

#### 6.11 Duration

- 6.11.1 This Agreement shall be deemed to have come into force from 01<sup>st</sup> January, 2025 and shall remain binding on the parties till 30<sup>th</sup> September 2027. And shall also continue to remain binding thereafter until terminated in accordance with the provisions of law.
- 6.11.2 All demands covered by COD dated 25<sup>th</sup>August, 2023 and Management needs dated 12<sup>th</sup> February 2024 which are not agreed to herein, or dealt with herein shall be deemed to have been settled as withdrawn and that Union shall not raise any financial demand on the Company during the pendency of the Settlement.

# 6.12 It is hereby made under:

- 6.12.1 That the various clauses of the settlement form one package settlement and none of the clauses of the settlement is separable from remaining clauses of the settlement.
- 6.12.2 If the Workmen who are extended the benefits under this settlement, fail to adhere to the terms and conditions of the settlement, and also the obligations and responsibility cast on the Workmen under this settlement, the company shall be entitled to withdraw the benefits extended to such workmen.
- 6.12.3 That in case, by legislation or otherwise identical or similar benefit accruing to employees under the Agreement are introduced by the 'State Government or the Central Government or any other Statutory Authority the Workmen shall be entitled to get either the benefit given under the Statute or under this Agreement, whichever is more favorable to the employees but not both.
- 3. I have gone through the application dated 11-08-2025 along with the Memorandum of Settlement at Exh. 3 Colly filed on record duly signed by both the Parties. The terms of settlement are acceptable to both the Parties which in my view, are just and fair to bring about harmony and industrial peace. As such the Settlement is accepted.

In view of above, I pass the following Order:

# **ORDER**

- (i) The reference at the instance of both the Parties stands disposed off in view of the Settlement arrived by both the Parties at Exhibit 3Colly.
- (ii) No order as to costs.
- (iii) Inform the Government accordingly.

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

#### Annexure A

#### **Serious Employment Injury Compensation**

Payment of Serious Employment Injury Compensation shall be governed by "Serious Employment Injury Compensation Scheme".

It has been felt that Injury Pay Scheme is adequate for non-serious accident but is not adequate for serious accidents. In view of this, whereas the non-serious accidents will continue to be handled, as per Injury Pay Scheme to provide for Payment to employees of benefits/compensation for serious employment injury by accidents will be as under:

- I. The Scheme may be named as "Siemens Ltd (Serious Employment Injury Compensation) Scheme".
- II. It extends to only employees of the Siemens Ltd Goa SI EA O PA and SI EA O GIS factory who are not covered by the Employees' State Insurance Act, 1948.

#### III. Definition

a. 'Benefit' means Sickness and/or medical benefits as provided under this Scheme.

- b. 'Compensation' means compensation as provided under this Scheme.
- c. 'Employee' means a person directly employed by Siemens Ltd, in its permanent / temporary employment and who is not covered by the provision of the Employees' State Insurance Act, 1948.
- d. 'Employment Injury' means a personal injury to an employee caused by accident arising out of and in the course of this employment, as defined in the Workmen Compensation Act, 1923.
- e. 'Family' means a spouse and minor legitimate and adopted children dependent upon the employee and his dependent parents.
  - f. 'Management' means the management of Siemens Ltd.
  - g. 'Medical Officer' means the Medical Officer appointed or recognized by the management for the purpose.
- h. 'Permanent Total Disablement' means disablement of a permanent nature, arising out of the serious employment injury specified in Part II of Schedule I appended to this Scheme.
- i. 'Permanent Total Disablement' means disablement of a permanent nature resulting from every injury specified in Part I of the Schedule I or from any combination of injuries specified in Part II thereof where the aggregate percentage of disablement as specified in the said Part II against these injuries amount to 100 percent or more.
- j. 'Serious Employment Injury' means an employment injury, which results in permanent partial or total disablement or proves to be fatal. It also includes:
  - i. Serious injuries produced by the application of flame, radiant heat or some heated solid substance like metal or glass to the surface of the body.
  - ii. Serious injuries caused by friction, lightening electricity, X-rays and corrosive chemical substance.
  - iii. Serious injuries resulting in multiple fractures.

#### Note:

- 1. The question whether an employment injury is serious or not, will bed etermined by the Medical Officer whose decision shall be final.
- 2. A serious employment injury happening while an employee is with the express or implied permission of the Management, traveling as a passenger by any vehicle to or from his place of work, shall be deemed to arise out of and in the course of his employment, at the time of the accident the vehicle is being operated by or on behalf of the Management or some other person by whom it is provided in pursuance of arrangements made with the management.
  - 3. For the purpose of this Clause "Vehicle" includes a vessel and an aircraft.
    - k. 'Sickness' means a condition arising out of serious employment injury which required medical treatment and attendance and necessitates abstention from work on medical grounds.
    - l. 'Wages' means last drawn Consolidated Wages, Dearness Allowance and Standard Monthly Allowances paid to an employee. It does not include:
      - i. any contribution paid by the employer to any pension fund or provident fund or any other fund.
      - ii. Any conveyance allowance or the value of traveling concession.
      - iii. Any sum paid to the persons employed to defray special expenses entailed on employment by the nature of the employment.
      - iv. Any gratuity payable under the gratuity scheme,
- **IV.** If a serious employment injury is caused to an employee by accident arising out of and in the course of employment, the Management shall pay benefits/compensation in accordance with the provisions of this scheme.

Provided that the Management shall not be held liable for any such payment in respect of any injury (not resulting in death), caused by an accident which is directly attributable to:

- a. the employee having been at the time thereof under the influence of drink, or
- b. failure to observe safety rules expressly framed for the purpose of securing the safety of employees, or
- c. the wilful removal or disregard by the employee to any safety guard or other devise whish is knew to have been provided for the purpose of securing the safety of employees.
  - V. Scale of Sickness Benefit and Conditions for payment:

The scale of sickness benefits (in lieu of wages), payable to person who sustainsserious employment injury shall be as under, subject to the provisions of the

Scheme:

For 1<sup>st</sup> 20 days 60% For next 21 days to 50 days 70%

For next 51 days to 70 days	80%
For next 70 days to 90 days	90%
For next 91 days to 120 days	100%
For next more than 121 days	NIL

#### Note:

The day of accident will be marked full present and shall earn full wages irrespective of the time at which the accident takes place.

#### VI. Scale of Medical Benefits:

A person who sustains serious employment injury shall be entitled to receiver imbursement of reasonable medical expenses actually incurred by him on his medical treatment. In this regard it is suggested to have area wise hospitals to which accident cases shall be referred.

#### VII. Conditions precedent for Payment of Benefit,

In order to qualify for the benefit, the injured person:

- a. Should have been hospitalized in a recognized hospital.
- b. Should be certified to be in such a condition as necessitates his abstention from work on medical grounds for a consecutive 28 days including the day of accident.

(In case the workman is away from work due to accident for less than 28 days, he will benefit under provisions of Injury Pay vide clause 2.5 of this settlement. However, if a workman has already exhausted his benefit, partial or total, under injury pay and has to remain away from work due to accident, he will be entitled to receive benefits under the said injury pay clause, for those many days i.e. at the rate of 50%, subject to the fulfilment of the provision of the E.S.I.S.).

- c. Should present himself for medical examination at the factory within 5 days from the date of the accident and thereafter at such interval as may be required by the Company's Medical Officer / recognized Doctor who is treating him, there after referred to as "the prescribed date".
- d. Must take the medical treatment as prescribed by the Medical Officer / Doctor who is treating him from the recognized hospital.
  - e. Shall not, while under treatment, do anything which might retard or prejudice his chances of recovery.
- f. Shall not leave the area in which prescribed medical treatment is being given to him, without the permission of the Medical Officer/Doctor who is treating him.

#### Note

- i. Failure to report for medical examination as required by the Medical Officer will disqualify the employee from receiving benefits and period commencing from the prescribed date shall be treated as unauthorized absence from duty, thereby making the concerned employee liable for disciplinary action.
- ii. Provided that the Management shall, in special case and on written application made by the employee concerned, or his relative and if so satisfied, waive the requirement of sub-clause C above. In that case, the injured employee shall produce satisfactory medical certificate from are cognized hospital for not reporting for medical examination at the factor.
- iii. The injured employee shall not be entitled to any normal wages for the day on which he reports for medical examination. For the purpose of this visit, the employee will be permitted to avail normal and convenient transport of the Company.

#### VIII. Payment of Disablement Compensation

The disablement compensation for permanent partial disablement or for partial total disablement, resulting from serious employment injury arising out of and during the course of employment, shall be as per the provisions of "Workmen's Compensation Act, 1923" and rules there under.

The amount of compensation will be calculated on the basis of actual monthly wages of the Workman on date of accident, subject to the maximum wages of Rs. 15,000/- per month. In other words, where the monthly wages of workman exceed Rs. 15,000/-, his monthly wages for the purpose of calculating disability compensation shall be deemed to be Rs. 15,000/- only. The employees' covered under the ESI Act are not eligible for such compensation.

#### IX. Benefits payable to family

Where death results from an employment injury, the family of the deceased employee shall receive the amount of compensation payable as per the provision of the Workmen's Compensation Act, 1923 and clause VIII above.

#### X. Withdrawal of the Scheme

The applicability of the Scheme shall stand discontinued 2 days prior to the date on which the Employees' State Insurance Act, 1948, or the Workmen's Compensation Act, 1923 or any similar Act, is made applicable to the employee covered by this Scheme.

Sr. No.	Description of Injury	Percentage of full rate
	PART I  List of injuries deemed to result in permanent total disablement	100%
1.	Loss of Loss of both hands or amputation at higher sites.	
2.	Loss of hand and a foot	
3.	Double amputation through leg or thigh on one side and loss of other foot.	
4.	Loss of sight to such an extent as to render the claimant unable to perform any work for which eye site is essential.	
5.	Very severe facial disfigurement.	
6.	Absolute deafness or speechlessness.	

	PART II List of List of injuries deemed to result in permanent partial disablement Amputation—upper limbs (either arm)	
7.	Amputation through shoulder joint	90%
8.	Amputation below shoulder with stump less than 20.32 cm from tip of acromion	80%
9.	Amputation from 20.32 cm from tip of acromion to less than 11.43cm below tip of olecranon.	70%
10.	L Loss of a hand or of the thumb and four fingers of one hand or amputation from 11.43 cm. Below tip olecranon.	60%
11.	Loss of thumb	30%
12.	Loss of thumb and its metacarpal bone	40%
13.	Loss of four fingers of one hand	50%
14.	Loss of three fingers of one hand	30%
15.	Loss of two fingers of one hand	20%
16.	Loss of terminal phalanx of thumb	20%
	Amputation – Lower Limbs	
17.	Amputation of both feet resulting in and bearing stumps.	90%
18.	Amputation through both feet proximal to the matatareophalangeal joint	80%
19.	Loss of all toes of both feet proximal to the metatareophalangeal joint.	40%
20.	Loss of all toes of both feet proximal to proximal interphalangeal joint.	30%
21.	Loss of all toes of both feet distal to proximal interphalangeal joint.	20%
22.	Amputation of hip	90%
23.	Amputation below hip with stump not exceeding 12.70 cm in length measured from tip of great trenchanter.	80%
24.	Amputation below hip with stump not exceeding 12.70 cm. In length measured from tip of great trenchanter but not beyond middle thigh.	70%
25.	Amputation below middle thigh to 8.89 cm. Below knee.	60%
26.	Amputation below knee with stump 8.89 cm. Below knee but not exceeding 12.79 cm.	50%
27.	Amputation below knee with stump exceeding 12.79 cm.	40%
28.	Amputation of one foot resulting in end bearing.	30%
29.	Amputation through one foot proximal to the metatarsophalangeal joint.	30%

30.	Loss of all toes of one foot through metatarsophalangeal joint.	20%		
	Other Injuries			
31.	Loss of one eye, without complications, the other being normal	40%		
32.	Loss of vision of one eye without complications or disfigurement of eye-ball the other being normal	30%		
	A – fingers of right or left hand –			
	Index Finger			
33.	Whole	14%		
34.	Two phalanges	11%		
35.	One phalanx	9%		
36.	Guillotine amputation of tip without loss of bone.	5%		
	Middle finger			
37.	Whole	12%		
38.	Two phalanges	9%		
39.	One phalanx	7%		
40.	Guillotine amputation of tip without loss of bone.	4%		
	Ring or Little Finger			
41.	Whole	7%		
42.	Two phalanges	6%		
43.	One phalanx	5%		
44.	Guillotine amputation of tip without loss of bone.	2%		
B- Toes of right or left foot – Great Toe				
45.	Through metatarsophalangeal joint	14%		
46.	Part, with some loss of bone	3%		
	Any other Toe			
47.	Through metatarsophalangeal joint	3%		
48.	Part, with some loss of bone	1%		
	Two Toes of one foot, excluding Great Toe			
49.	Through metatarsophalangeal joint	5%		
50.	Part, with some loss of bone	2%		
	Three Toes of one foot, excluding Great Toe			
51.	Through metatarsophalangeal joint	6%		
52.	Part, with some loss of bone	3%		
	Four Toes of one foot, excluding Great Toe			
53.	Through metatarsophalangeal joint	9%		
54.	Part, with some loss of bone	3%		

*Note*: Complete and permanent loss of the use of any limb or member referred to in this Schedule shall be deemed to be the equivalent of the loss of that limb or member.

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

Panaji.

#### Annexure B

#### WORKING PROTOCOL

In the interest of smooth and efficient working and in order to utilize the working time fully, especially with the help of proper working systems and procedures, the following Working Protocol has been agreed to:

#### A. Shift Timings

In order that there is good work tempo, manageable pressure on the transport system and its optimum utilization and taking into account the arrangement of the services in the canteen, before the starting of the shift, the following shift schedules have been fixed, for Goa Location. The said timings include a 30minute lunch/dinner break time only with no additional break in order to ensure480 minutes productive timing. This is an indicative start & end time. However based on the evolving situations, the said timings will be revised.

Shift	Shift Start Time	Shift End Time
Ι	07.00 am	03.30 pm
II	03.30 pm	12.00 am
III	12.00 am	07.00 am
GEN	08.30 am	5.00 pm

It is agreed that the Workmen will rotate in all shifts.

# **B.** Reporting Time for Buses

The timings of the buses at starting point shall be so arranged as to reach Goa Location at least 20 minutes before the latest starting time of the shift that is on or before the following timings:

Shift	Time
I	06.40 am
II	03.10 pm
III	11.40 pm
GEN	08.10 am

In case the buses on any route reach the establishment later than the above timings quite frequently, on account of any reason whatsoever, Security/Transport in charge of the concerned establishment will take suitable steps and pre-pone or advance the timings of the bus/buses to ensure that the concerned bus/buses reach the establishment on or before the above timings. It will be the responsibility of Security/Transport in charge to intimate about such changes to the Union, in advance.

Starting timings of the buses will be subject to preponement of timing on all routes during monsoon season i.e. effective from  $2^{nd}$  Monday of June till  $30^{th}$ September. If there is an extended monsoon the same shall be extended. The extent of preponement will depend on arrival of buses in Goa Works. Buses coming early will be looked into.

#### **Employee Contribution:**

Fixed monthly transport charges of 50/- continue to be deducted irrespective of attendance and no refund or adjustment will be made.

# C. Registering Attendance

All Workmen should display their Identity-cum-Attendance Recording Card while on duty, and register their Attendance with the help of the Card.

Buses will terminate at Factory Gate and Workmen will go directly to the Canteen for having snacks and tea, change into uniform and proceed to register their attendance and report to their workplaces.

For return journey, buses will start from outside Factory Gate as at present.

The Workmen should begin their work at their respective workstation sharp at the Shift Start time and should work till the shift end time.

Shift	Latest Timefor Starting Work	Earliest Time for Stopping Work
I	07.00 am	03.30 pm

II	03.30 pm	12.00 am
III	12.00 am	07.00 am
GEN	08.30 am	5.00 pm

#### D. Breakfast

Snacks and tea services for I Shift & General Shift for all Workmen will be at the commencement of the respective Shifts, in the Canteen.

For the II & III Shift employees only tea service will also be in the canteen before commencement of the shift.

#### E. Lunch/Dinner Timings

All Workmen will go for lunch/dinner in the canteen as per their following lunch/dinner timing and report to their workplace punctually at the closing time of lunch/dinner timing. Relays will be introduced to ensure no delay in timings.

Shift	Lunch / Dinner break		
I	11:30 am	12:00 pm	
II	07:30 pm	8.00 pm	
III	02:30 am	3:00 am	
GEN	12:00 pm	12:30 pm	

#### F. Holidays

The Management and the Union shall jointly decide the days, which shall be observed as holidays of the year.

It is agreed that any loss in Working Days due to Bandhs/Calamity/any unforeseen circumstances whereby the establishment is required to remain closed for that day, will be made up by working on an alternative day i.e. Sunday/ Holiday in consultation with the Union.

It is agreed that for Elections to the Municipality, Legislative Assemblies & the Lok Sabha, will be a normal working day the practice of early going for the first shift & the General shift employees will be followed. This concession shall not be given to those in the second & third shift.

G. Works Committee of two Workmen representative will be appointed to discuss the menu of canteen and transport issues. This committee will discuss the issues of the canteen and issues arise out transport.

# H. Working and Leave days for present confirmed Workmen hereinafter:

It is agreed between the parties that working and leave days for all confirmed workmen will be as below: These workmen shall continue to observe following work and leave days,

Weekly off/Closed days	52
Paid Holiday	9
Earned Leave @ 7.5%	20
Sick Leave	7
Casual Leave	6
Total Leave & Offs	94
Total Working Days	271

Rules of general terms & amp; conditions applicable to Grade W1, W2, W3, W4, W5, W6 and any other grade which is part of this Agreement.

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

Panaji.

#### Annexure C

#### **WORKING SYSTEM (SI EA O GIS)**

To effectively utilize the manpower, machine & proper working system on the shop floor, it is hereby agreed as follows:

- 1. All existing work practices will continue.
- 2. There will be total flexibility in working. Workmen will continue to work flexibly across all departments and across grades.
- 3. Workmen will accept to be deployed from one cell/workstation to another or from one activity to another depending on business needs. In some cases, the product or work itself could be shifted. Such deployment could be for less than half day.
- 4. Workmen will whole heartedly participate in implementing Siemens Production System activities like 5S, Kaizen, etc. and will support in implementing continuous improvement activities.
- 5. All workmen will clean his workstation and equipment externally and also remove all swarf, broken materials, clips, raw material, scrap etc. and put the same in the Waste bins at the end of shift/work.
  - 6. Workmen will always follow golden rules of safety and will maintain 5S in his workstation/workplace.
- 7. All workmen will keep the tools, instruments, gauges, drawings, etc. after cleaning in proper places inside the cupboards, separators, boxes, racks, etc. provided near their workstation or workplace.
  - 8. All workmen/operators will first clean the tools/jigs/fixtures/before returning them to the Stores.
  - 9. Workmen will continue the jobs from where the earlier shift person has left so that there is continuity of work.
- 10. Workmen will carry out primary level maintenance activities at their respective workstations/Machines/ Tools/Jigs & Description of the Regular Control of th
- 11. Workmen will carry out any in-house modification of any raw material/bought out material/tools equipment's/ jigs & amp; fixtures as and when required.
- 12. Each workman will record/report the output as per the loading assigned, at the end of the shift as per present practices.
- 13. Workmen will whole heartedly support the changes/modifications in working practices which may be introduced to improve the status quo/to comply with ISO procedure or any other Statutory Regulatory Authorities
- 14. Workmen will operate Cranes, Stacker, High raise stacker Forklifts, JLG, Vertical Lifter and any other material handling equipment while carrying out the work. Necessary training for the same will be imparted.
- 15. Workmen should participate in development of new equipment's/tools/jigs/fixtures and do the necessary inspection as and when required.
- 16. Workmen should be giving information regarding use of spares and consumables to be given to supervisors for further procurement in advance as per the current process.
  - 17. Workmen will attend respective Design review meetings, Quality circle meetings, Safety rounds etc.
- 18. Workmen will fill the breakdown slip and handover the same to the maintenance department along with maintaining record of the same in the requisite file
  - 19. The workmen will accept day to day operational instructions from Siemens designated person.
  - 20. Workmen will continue to coordinate with vendor personnel for rectification work as per present practice.

- 21. Workmen will count all items (materials/sub-assemblies/finished products) to ascertain stock at their workplace or stores or shop as and when required.
- 22. Workmen will use appropriate PPE's and follow safety work instructions. Yellow/red card system introduced by Safety will be followed
  - 23. Workmen should report the unsafe act/unsafe condition/near misses to the concerned supervisor
- 24. Workmen will check and fill up Job checklists in all workstations irrespective of whether it is an individual or group activity. All Workmen will record necessary parameters on the relevant check lists before passing on to next stage of manufacturing depending on the work assigned to them and also put down start and end date/time, their Roll numbers, name, missing materials, incomplete work and sign on the check list (wherever applicable).
  - 25. Workmen will do the required quality checks at their end before sending the job to the next stage.
- 26. Workmen to attend and learn from Trainings on the job and classroom trainings as and when required for Skills enhancement and flexibility.
- 27. In case of business exigencies, repair, rectification modification of jigs/fixtures/raw material/ will be carried out by the workmen as the per the current practices. The estimated time consumed to perform the said activity to be considered for Incentive separately.
- 28. Unpacking and packing of received material is to be done by the workmen before inspection as per current practices.
- 29. No eatables are permitted on the all the areas of shop floor, stores, auxiliary yare as to protect plant machinery, equipment's, products, systems, etc. from the pest menace.
  - 30. Use of Mobile Phone will be allowed only in the designated places.
- 31. In view of changing customer requirements, technology and increased competitiveness in the market, it may be necessary to implement new processes, technologies, automation and layout changes, etc. the necessary information will be given to the union and any participation required from the workmen will be solicited.
- 32. Workmen will unload and verify the material as per LR details. After that material inside the boxes will be counted as per Invoice and purchase order. Any discrepancy in the physical receipt of material should be informed to respective supervisor on immediate basis.
- 33. Workmen should clear the quality inspection of parts immediately after receipt in factory and after quality clearance move the material inside the store to keep it on defined storage location in the stores.
- 34. Workmen should check and prepare kitting of parts as per plan provided to them and then feed the material on production line as per plan.
  - 35. All the accessories/spares packing as per input received from concerned department.
  - 36. Loading and unloading of Finished goods into and/or from racks and Vehicle.

#### Working System (O PA)

In order to effectively utilize the manpower machine resources and to have proper working system on the shop floor, it is hereby agreed as follows:

- 1. All existing Work Practices will continue.
- 2. There will be Total Flexibility in working. Workmen will continue to work flexibly across all departments and across grades.
- 3. Workmen will accept to be deployed from one product group to another or from one activity to another depending on business needs. In some cases, the product or work itself could be shifted. Such deployment could be for less than half day.

- 4. Workmen will whole heartedly participate in implementing Siemens Production System activities like 5S, EHS, Kaizen, etc. and will support in implementing continuous improvement activities.
- 5. Every workman will clean his work station and equipment externally and also remove all swarf, broken materials, clips, etc. and put the same in the Waste bin sat the end of shift/work. Each one will follow the line rejection clearance process for the disposal of components from line.
- 6. Workmen will dispose of leftover material and scrap appropriately. Unpacking and packing of raw material is to be done and scrap generated is to be stored properly at designated area. Golden rules of 5S & EHS to be followed.
- 7. All workmen will keep the tools, instruments, gauges, drawings, etc. after cleaning in Defined places inside the cupboards, separators, boxes, racks, etc. provided.
- 8. All workmen/operators will first clean the tools/jigs/fixtures/before use and clean up and store in defined place at the end of the assigned work.
  - 9. Workmen will continue the jobs from where the earlier shift person has left so that there is continuity of work.
- 10. Workmen will carry out primary level maintenance activities at their respective workstations/Machines/ Tools/Jigs & Tools/Jigs amp; Fixtures as and when required. For E.g. Basic machine cleaning, daily lubrication points, oil levels, abnormal noise, loosewires, consumable refilling like flux, paste glue etc.,
- 11. Workmen will perform outdoor duty at customers' sites/Vendors' Premises for attending customer complaints/ vendors for material follow up/inspection as and when required.
- 12. Workmen will carry out any in-house modification of any raw material/ bought out material/tools/ equipment's/jigs & tyres as and when required.
- 13. Workmen will always care for the product processed ensuring any component they use stays clean and fit with respect to quality guidelines.
- 14. Each workman will record/report the output as per the loading assigned, at the end of the shift as per present practices or as and when demanded by supervisor.
- 15. Workmen will whole heartedly support the changes/modifications in working practices which may be introduced to improve the status quo/to comply with ISO procedure or any other Statutory Regulatory Authorities.
- 16. Workmen will operate Cranes, Air casters, Stacker, High raise stacker Forklifts, JLG, Vertical Lifter and any other material handling equipment while carrying out the work. Necessary training for the same will be imparted.
- 17. Workmen should participate in continuous improvement activities like development of new equipment's/tools/jigs/fixtures, process modifications and do the necessary inspection as and when required for sustenance of the improvement.
- 18. Workmen should be giving information regarding use of spares and consumables to be given to supervisors for further procurement in advance as per the current process.
- 19. Workmen should check the material and sign the Pick list issued by stores before taking the hand over as per present practice.
  - 20. Workmen will attend respective Design review meetings, Quality corner/CFTmeetings, etc.
- 21. Workmen will fill the breakdown slip and handover the same to the maintenance department along with maintaining record of the same in the requisite file Workmen will attend the breakdown issues faced during the running of processes and if it cannot be rectified by them, then the required maintenance team to be called for rectification of fault by giving a breakdown slip.
- 22. Workmen will cover the component bins, WIP PCBAs and devices in appropriate ESD/moisture barrier sheets with due identification as and when required.

- 23. Workmen will ensure that they refer the updated drawings, BOM, Work instructions, Q alerts, GUI etc. all the time provided by the shop supervisor/referred in the production order.
- 24. Workmen from one workstation will assist the other workstation as and when required. For E.g. Forming, Feeding, final assembly, wiring etc.
- 25. Workmen will carry out the Work, Activities, Multi Machine operation, processes by single person wherever it is possible. i.e. PCBA testers, devices testers, SMT etc.

Workmen will conduct more than one process as an ongoing process wherever the cycle times are such that the operation of more than one process at the same time is feasible by one operator as per current practice and with improvements in layouts as and when done.

- 26. Workmen will count all items (materials/sub-assemblies/finished products) to as certain stock at their workplace or stores or shop as and when required as per present practice.
- 27. Workmen will use appropriate PPE's and follow safety working structions. Yellow/red card system introduced by Safety will be followed Guidelines.
- 28. Workmen should report the unsafe incidents/near misses to the concerned supervisor, everyone is expected to possess the Zero Harm Culture
- 29. Workmen will check and fill up Job checklists in all workstations irrespective of whether it is an individual or group activity. All Workmen will record necessary parameters on the relevant check lists before passing on to next stage of manufacturing depending on the work assigned to them and also put down start and end date/time, their Roll numbers, name, missing materials, incomplete work and sign on the check list.
  - 30. Workmen will do the required quality checks at their end before sending the job to the next stage.
- 31. Workmen to attend and learn from Trainings on the job and classroom trainings as and when required for Skills enhancement and flexibility. Workmen who have undergone specific/key trainings shall impart the same to his co-workers and implement the same in the shop.
- 32. In case of business exigencies, repair, rectification modification of jigs/fixtures/raw material/will be carried out by the workmen as the per the current practices.
- 33. Unpacking and packing of received material is to be done by the workmen before inspection as per current practices.
- 34. Workmen will put off lights/fans/air conditioners/exhaust fans etc. at the end of the shift and also during tea and Lunch Breaks.
- 35. No eatables are permitted on the all the areas of shop floor, stores, auxiliary yare as to protect plant machinery, equipment's, products, systems, etc. from the pest menace.
  - 36. Use of Mobile Phone will be banned effectively.
- 37. In view of changing customer requirements, technology and increased competitiveness in the market, it may be necessary to implement new processes, technologies, automation and layout changes, etc. the necessary information will be given to the union and any participation required from the workmen will be solicited.

#### **SMT**

1. Workmen engaged in SMT, will continue to carry out following process on need base.

Solder paste mixing in mixer, Stencil cleaning, Stringer setup & Deaning, Squeegee cleaning & Deaning, Squeegee cleaning, Squeegee cleaning, solvent loading & Deaning, Squeegee cleaning, solvent loading & Deaning, Squeegee cleaning, solvent loading & Deaning, Squeegee cleaning, Squeegee, Sque

#### THT

1. Workmen engaged in THT, will continue to carry out following process on need base. Pallet cleaning, flux change, daily dross & nozzle cleaning, solder bar change/add, solvent change, smoke absorber/exhaust filter cleaning/ changing, Fly tester calibration & pin change, torque setting & pin change, torq

#### Devices

1. Workmen engaged in Devices, shall carry out following process on need base

Torque settings verification of torque values, Label Cutting, Label, Ribbon Change, Label Printing, Issuing Material Note to Warehouse, checking of correctness of material received from warehouse etc. and estimated time consumed to perform these operations shall be considered for incentive scheme separately.

- 2. Workmen will attend the breakdown issues faced during the running of processes and if it cannot be rectified by them, then the required maintenance team to be called for rectification of fault by giving a breakdown slip.
- 3. When maintenance team is doing the plant maintenance/break down work necessary help & Damp; participation to identify the problem to be provided.
  - 4. Workmen will send the calibration equipment's for calibration on time.
  - 5. Workmen will inspect new equipment/repaired equipment in the factory as and when required.

#### **Quality & Testing**

1. Workmen will continue to co-ordinate with other departments during shifting and transition of jobs & Droduction during in process testing.

#### Stores

Workmen will unload consignments at all locations, put receipt date on consignments- If any damage consignment found, report to shift Engineer for photographs.

Workmen will count the quantity and give acknowledgement to supplier/transporter for receipt of consignment. In case the material is received in damaged conditions, he will mention the same on LR/Docket/ invoice copies with name & camp; sign of driver/delivery boy.

Workmen should make entries in excel of Daily goods receipts in common folderat the start of 1st shift.

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

Panaji.

Annexure D

# Lunch/Dinner Allowance, Local Travel, Outstation And

**Travelling Allowance** 

## Rules for Allowances while on Tour

(Applicable to Workmen at w.e.f. 01-01-2021)

#### 1. Daily Allowances

- 1.1 All workmen will be entitled for Rs. 1000/- as Daily Allowance while on tour for official purpose.
- 1.2 The company will arrange the accommodation for workmen. However in certain cases workmen may be required to arrange accommodation in Hotel/Lodging in such cases the reimbursement for the same will be done as per company policy.
- 1.3 Daily allowances is inclusive of all meals, lunch, dinner, break-fast, snacks &miscellaneous expense, clothes washing charges etc.

#### 2. Short Tours

For Short Tours of less than one day, where overnight outstation stay is not involved, an employee will be eligible to 100 % of Daily Allowance, if s/he....

Leaves her/his place of work or residence for official business and returns to his/her place of work or residence on the same day.

AND

Spends at least 12 hours (from the time of departure to time of arrival) of Tour duty on that day, excluding the working hours in her/his place of work before or after the Tour

AND

Visits to satellite towns or distant places of work or residence involving a minimum one-way travel of not less than 60 km from the place of work or residence. Any travel to his/her normal place of work or back which crosses the municipal limits will not be a short tour.

#### 3. Mode of travel:

- 3.1 Workmen are entitled to travel by Train in First Class, 3 Tier AC, or Chair Car.
- 3.2 In case of urgent assignments and with prior approval from the Work Manager workmen can travel by Air Economy class.

#### Note:

- 1) The existing practice of reimbursing actual lodging expenses in specified hotels willcontinue. List of approved hotels is available with Unit Personnel Department.
  - 2) Payment of daily allowance for day of arrival and day of departure will be as follows:

a) Departure	e	b) Arrival		
Upto 12.00 noon	100%	Upto 12.00 noon	30%	
Between 12.00 noon & 6.00 p.m.	60%	Between 12.00 noon & 6.00 p.m.	60%	
After 6.00 p.m.	30%	After 6.00 p.m.	100%	

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

Panaji.

#### Annexure E

# UPSKILLING OF WORKMEN AT SI EA O PA

#### **Preamble:**

Presently, the workers at O PA are engaged across multiple workplaces, performing jobs that are largely at a basic skill level. Recognizing the potential for growth and enhanced productivity, it is proposed to upskill interested candidates. The primary objective of this proposal is to elevate the skill levels of our workforce, enabling them to take on more complex and higher-level jobs. This will not only enhance their individual career growth but also contribute to the overall efficiency and success of SIEA O PA.

## **Proposal:**

We have identified potential "roles" in different functions (as identified in Annexure: Jobs in O PA Goa) which can be used for upskilling. Before we start the upskilling program, all existing confirmed employees will be fitted in W1–W3based on their date of seniority, aptitude, qualifications, experience, andperformance which is based on Quality, Attendance, Productivity, and Safety. Such fitment shall be done w.e.f. 01.10.2025.

## Fitment Criteria

Before we start the up-skilling program, all existing confirmed employees will be fitted in W1 - W3 based on Date of Seniority and satisfactory performance which is based on Discipline, Quality of work, Attendance, Productivity, and Safety. Such Fitment shall be done w.e.f. 01.10.2025. Accordingly, the wage structure will change from the said date.

#### **Illustrative Example:**

Workman with date of seniority 01.11.2013, having Grade W2 and basic Rs. 237/- he will be fitted into the Grade W3 w.e.f. 01.11.2022 as per the eligibility years mentioned in promotion criteria. However, the changes in wage structure according to the said fitment shall be done w.e.f. 01.10.2025. Then onwards for future promotion the \*date of fitment shall be considered.

So his basic as on 1.10.2025 will be Rs. 249/-. He will be fitted into W3 according to the promotion criteria and the seniority eligibility. Hence, he will be fitted on the basic with the fitment at Rs.256/ plus an increment of the promotion i.e. to Rs.270/-. It means his wage structure & allowances w.e.f. 01.10.2025 shall be in accordance with the years of service & amp; Basic of Rs.270/-.

The proposed up-skilling potential for each employee will be determined based on acomprehensive assessment conducted during Phase 1. This assessment will take into consideration the individual's current skill level, learning capabilities, and career aspirations. The objective is to ensure that every employee has a clear and achievable development path that aligns with both their personal goals and the strategic objectives of SI EA O PA.

Present Grade	Promotion Criteria	Promotion to	Comments
W1	Satisfactory performance # in W1 form in 4yrs	W2	

W2	Satisfactory performance # in W2 form in 3yrs + Imparting Training	W3	
W3	Successful Passing of Qualifying Test+ Satisfactory performance # in W3 form in 4yrs + Imparting Training	W4	W4 Category is special Up- skilling drive in the area of Production, Process Planning, Tool room, TCC, Quality, NPI, Maintenance.
W4	Successful Passing of Qualifying Test + Satisfactory performance # in W4 form in 4yrs + Imparting Training	W5	W5 Category is special upskilling drive in the area of Automation, Digitalization.
W5	Successful Passing of Qualifying Test + Satisfactory performance # in W5 form in 4yrs + Imparting Training	W6	

#### Note:

- 1. Workmen to complete minimum no. of years in each grade for next promotion and consistent satisfactory performance in Quality + Productivity + Attendance + Safety.
- 2. In general objective criteria for performance measurement will be used and in absence of data it will be decided mutually.
  - 3. Employees will have complete flexibility to work in all lower grades based on the business needs.

#### **Selection Criteria:**

The candidates for the up-skilling program will be selected based on the following criteria:

Criteria	Process			
Aptitude	Assessed through standardized tests and evaluations			
Qualification	Educational background and relevant certifications			
Experience	Previous work history and performance in current roles			
Performance	Measured through performance appraisals and feedback from supervisors			

**Training Program:** Selected candidates will undergo a comprehensive training program designed to equip them with the necessary skills and knowledge for higher-level jobs. The training will be provided by experts, both internal and external, ensuring blend of theoretical and practical learning.

**Internal Training**: Internal training sessions will be conducted by senior employees and experienced professionals within O PA. These sessions will focus on imparting organization-specific knowledge and skills, ensuring that the candidates are well-versed with the company's operations and standards.

**External Training:** Where necessary, external trainers will be brought in to provide specialized training in certain areas. This will include workshops, seminars, and certification courses conducted by industry experts.

**Implementation Plan**: The upskilling program will be implemented in a phased manner, ensuring minimal disruption to ongoing projects and operations. The phases will include:

Phase 1: Assessment and Selection
Phase 2: Development of Training Modules
Phase 3: Execution of Training Program
Phase 4: Evaluation and Feedback

All these activities for First batch will be completed within 1 year of signing the agreement. Thereon based on the "roles" and the "vacancy/positions" available, there will be list" open positions" published on notice board. Such list will be prepared annually based on the open positions. Based on the applications from the interested candidates, there will be transparent selection based on their aptitude, qualifications, experience, and performance.

## Handling of special cases:

In case of any non-availability of the open positions, Employees who are eligible and interested will get the opportunity for learning and officiating on need basis. Such employees who are ready for promotions on eligibility criteria, trained and have

experience based on officiating, there promotion criteria (period) will be relaxed to the extent of their seniority. Respective Department Heads will maintain records of officiating and copy of the monthly record of the said officiating shall be given to the respective workman.

For E.g. Employee in W3 for 4 years + Satisfactory performance # will be eligible for promotion. However, in absence of any "open positions" such eligible employees if interested will undergo training and will also do officiating on need basis.

If there is open position after six years in W3, and employee is ready based on the performance of training and officiating then their qualification for promotion from W4 to

W5 will be reduced from 4 years to 2 years. However, in any case such reduction will not be less than 2 years to ensure sufficient skill developments in W4.

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

# Annexure: Jobs in O PA Goa

Area	<b>Present Operation</b>	Proposed Up-skilling potential
Production	SMT Line Operation	OEE monitoring and Improving First level of maintenance activities related to errors Machine preventive maintenance
	SMT Manual Inspection	<ul> <li>Working with AOI operations</li> <li>Multi-machine operation</li> <li>First level program fine tuning based on failure Analysis</li> </ul>
	Wave , Selective soldering	<ul><li>Addressing machine errors ,</li><li>Machine preventive maintenance</li><li>Robotic soldering setting</li></ul>
	THT Manual Inspection	Working with AOI operations     Inspect, alignment with wave/assembly for FPY improvement     First level program fine tuning based on failure Analysis
	In Circuit Testing : MUMO	Multimachine Operation     Preventive Maintenance/Breakdown maintenance of ICT fixtures
	In Circuit Testing : Fly Testers	<ul><li> Fine tuning of testing parameters</li><li> Multi-machine operation</li></ul>
	Conformal Coating	<ul> <li>OEE monitoring and Improving ,</li> <li>Addressing machine errors ,</li> <li>Machine preventive maintenance</li> </ul>
	Device Assembly	Multimachine Operation     OEE Monitoring and Improvement     FPY monitoring and Basic Trouble shooting     Training
NPI	NPI	Working under Project Leaders of NPI to work on production prototype, pilot lot, change of components and so on
Toolroom	Toolroom	Working on machining center, any future machines, building workplaces as per design under guidance of Tool room Engineer. Basic and Advance levels based on Experience and performance

Note:

These workplaces are indicative based on the current technology available in the factory, however same will undergo change based on new technology adaptations, new production introductions and so on while maintaining the spirit of promoting Employees for performing high skill jobs.

#### UPSKILLING OF WORKMEN AT SI EA O GIS

**Preamble:** Presently, the workers at O GIS are engaged across multiple workplaces, performing jobs that are largely at a basic skill level. Recognizing the potential for growth and enhanced productivity, it is proposed to up-skill interested candidates. The primary objective of this proposal is to elevate the skill levels of our workforce, enabling them to take on more complex and higher-level jobs. This will not only enhance their individual career growth but also contribute to the overall efficiency and success of O GIS.

# **Objective:**

The primary objective of this proposal is to elevate the skill levels of our workforce, enabling them to take on more complex and higher-level jobs. This will not only enhance their individual monetary growth but also contribute to the overall efficiency and success of OGIS.

#### **Selection Criteria**

The candidates for the up-skilling program will be selected based on the following criteria:

Criteria	Process			
Aptitude	Assessed through standardized tests and evaluations			
Qualification	Educational background and relevant certifications			
Experience	Previous work history and performance in current roles			
Performance	Measured through performance appraisals and feedback from supervisors			

# **Training Program:**

Selected candidates will undergo a comprehensive training program designed to equip them with the necessary skills and knowledge for higher-level jobs. The training will be provided by experts, both internal and external, ensuring a blend of theoretical and practical learning.

# **Internal Training:**

Internal training sessions will be conducted by senior employees and experienced professionals within O GIS. These sessions will focus on imparting organization-specific knowledge and skills, ensuring that the candidates are well-versed with the company's operations and standards.

# **External Training:**

Where necessary, external trainers will be brought in to provide specialized training in certain areas. This will include workshops, seminars, and certification courses conducted by industry experts.

# **Implementation Plan:**

The up-skilling program will be implemented in a phased manner, ensuring minimal disruption to on-going projects and operations. The phases will include:

Phase 1: Assessment and Selection
Phase 2: Development of Training Modules
Phase 3: Execution of Training Program
Phase 4: Evaluation and Feedback

All these activities for first batch will be completed within 1 year of signing the agreement.

# SI EA O GIS Criteria

Before we start the up-skilling program, all existing confirmed employees will be fitted in W1 -W3 based on date of seniority and satisfactory performance # which is based on **Discipline**, **Quality of work**, **Attendance**, **Productivity**, **and Safety**. Such fitment shall bed one w.e.f. 01.10.2025.

# **Fitment Criteria**

Before we start the upskilling program, all existing confirmed employees will be fitted in W1 -W3 based on Date of Seniority and satisfactory performance which is based on Discipline, Quality of work, Attendance, Productivity, and Safety. Such Fitment shall be done w.e.f.01.10.2025. Accordingly, the wage structure will change from the said date.

#### **Illustrative Example:**

Workman with date of seniority 01.11.2013, having Grade W2 and basic Rs. 237/- he will befitted into the Grade W3 w.e.f. 01.11.2022 as per the eligibility years mentioned in promotion criteria. However, the changes in wage structure according to the said fitment shall be done w.e.f. 01.10.2025. Then onwards for future promotion the \*date of fitment shall be considered.

So his basic as on 1.10.2025 will be Rs. 249/-. He will be fitted into W3 according to the promotion criteria and the seniority eligibility. Hence, he will be fitted on the basic with the fitment at Rs. 256/ plus an increment of the promotion i.e. to Rs. 270/-. It means his wage structure & allowances w.e.f. 01.10.2025 shall be in accordance with the years of service & amp; Basic of Rs. 270/-.

The proposed up-skilling potential for each employee will be determined based on a comprehensive assessment conducted during Phase 1. This assessment will take into consideration the individual's current skill level, learning capabilities, and career aspirations. The objective is to ensure that every employee has a clear and achievable development path that aligns with both their personal goals and the strategic objectives of OGIS Goa.

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

#### **ANNEXURE**

Present Grade	Promotion Criteria	Promotion to	Remarks
W1	Satisfactory performance # in W1 for min 4 yrs	W2	
W2	Satisfactory performance # in W2 for min 3 yrs	W3	
W3	Successful Passing of Qualifying Test + Satisfactory performance # in W3 for min 4 yrs + Imparting Training	W4	At least 2x B-Category Jobs & At least 1x  A-Category Job OR At least 3x  B-Category Jobs (Refer Annexure–Jobs in O GIS Goa)
W4	Successful Passing of Qualifying Test + Satisfactory performance # in W4 for min 4yrs + Imparting Training	W5 (max cap of 15 workmen)	(Machine/Fixture/Equipment Setting)/ Robot Setting/ Basic Maintenance (3 positions each on RMU main line, Core Part line, P-GIS line, Sub assembly area, Welding)
W5	Successful Passing of Qualifying Test + Satisfactory performance # in W5 for min 4yrs + Imparting Training	W6 (max cap of 10 workmen)	Participation in Problem solving/CAPA Analysis/Implementation of projects in Digitalization and Automation. (2 positions each on RMU main line, Core Part line, P-GIS line, Sub-assembly area, Welding)
Exceptions for below jobs			
Maintenance	Satisfactory performance # in eac	h From grades	As the workers working in these
R&D area	0 1	us   W1 to W6	departments are already performing jobs of
Final Testing (RMU & GIS)	imparting Training		higher skills and intricacy, they will be promoted to the next higher grade after completing the qualifying years of
Incoming Quality Inspection			service and for particular grade.

# Note#

- 1. Workmen to complete minimum no. of years in each grade for next promotion and consistent satisfactory performance in Quality + Productivity + Attendance + Safety.
- 2. In general objective criteria for performance measurement will be used and in absence of data it will be decided mutually.
- 3. Employees will have complete flexibility to work in all lower grades based on the business needs.

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

#### Annexure-Jobs In O GI

Category A		Category B			Category C			
Sr. No.	Dept	Jobs	Sr. No.	Dept	Jobs	Sr. No.	Dept	Jobs
1.	RMU	5 SIDE ROBOT WELDING	1.	RMU	5 SIDE ROBOT WELDING	1.	RMU	SPOT WELDIN
2.	RMU	6 ™ SIDE ROBOT WELDING	2.	RMU	6 TM SIDE ROBOT WELDING	2.	RMU	FRONT/F AR SHEET TAGGING
3.	RMU	SEILER	3.	RMU	CRP- DRIVE MOUNTIN G	3.	RMU	FRONT/F AR SHEET WELDIN
4.	RMU	HVPD	4.	RMU	CRP- SWITCHIN G DEVICE MOUNTIN G	4.	RMU	STUD WELDIN G
5.	RMU	TESTING	5.	RMU	CRP- FUNTION AL TEST	5.	RMU	S SDIE MANUAL TAGGINO
6.	GIS	GAS WORK (LEAKAGE & PUIRTY)	6.	RMU	COREPART MOUNTIN G	6.	RMU	6 <sup>TM</sup> SIE MANUAI TAGGINO
7.	GIS	HVPD	7.	RMU	ACCESSO RIES FITTING (DOOR, ROOF FITTING V BRACKET)	7.	RMU	CP- VESSEL MOUNTI G
8.	GIS	TESTING	8.	RMU	WIRING & INTERLOC K	8.	RMU	CRP- BUSING BUSHING MOUNTI
9.	MAINT.	MAINTEN ACE	9.	RMU	CT MOUNTIN G	9.	RMU	CRP-BYS BAR MOUNTI G
			10.	GIS	HVPD PREPARAT ION	10.	RMU	SEILER PREPARA ION

					7 111 110 / 1	
	11.	GIS	LV MOUNTIN G	11.	RMU	CRIMPING
	12.	GIS	WIRING INTERPAN EL, MODIFICA TION	12.	RMU	HVPD PREPARAT ION
	13.	RMU	VI BOX FULL (FINAL+T ESTING)	13.	RMU	FININSHIN G
	14.	SUB ASS	VI BOX FULL EXPORT (FINAL+T ESTING)	14.	RMU	FAT
	15.	SUB ASS	DRIVE FULL	15.	GIS	WIRING (CT, PT, COMPONE T)
	16.	SUB ASS	LINEEAR DRIVE FULL	16.	GIS	ENCLOSU RE ASSEMBL Y
	17.	SUB ASS	CONTACT BLADE ROBOT	17.	GIS	ENCLOSU RE MOUNTIN G
	18.	R&D	R&D	18.	GIS	FINIHING
	19.	IQI	IQI	19.	RMU	VI BOX (UPTO SUBASSE MBLY) (3 STATIONS)
				20.	RMU	LBS (LOAD BEARING SWITCH)
				21.	SUB ASS	VI BOX ( UPTO SUBASSE MBLY) (3 STATIONS)
				22.	SUB ASS	PRESS & REVETING
				23.	SUB ASS	CONTACT BLADE MANUAL
				24.	SUB ASS	CONTACT BLADE TESTING

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

#### Annexure F

# **Productivity Committee**

In order to create a climate that is conducive to higher productivity and performance levels. Productivity Committee will be involved in productivity and performance analysis and corrective actions.

There will be three representatives each from Management and Union on this Committee.

This Committee shall meet twice a month and the Union representatives on this committee will be provided necessary training inputs in Method Study & Work Measurement.

The Productivity Committee shall:

- 1. Analyse productivity and performance of the Unit, Department wise and where possible individual-wise.
- 2. Isolate cases of low productivity and performance (i.e. Wherever monthly Productivity is lower than group average, unit average, etc.).
  - 3. Investigate causes of low productivity and performance and ascertain whether it is due to

Method/process difficulties

Working conditions

Lack of training

Age/health of workman

Other reasons

- 4. Formulate and implement a time-bound action plan for correcting low productivity and performance.
- 5. Report and actions planned for review in Unit level monthly meetings.

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

Panaji.

# Annexure G

# **Work Measurement Using Most**

Work measurement has an important place in productivity improvement. Productivity can be maximized only when there exists a standard method of accomplishing a task and the time to perform a task according to a standard method can be measured.

# MOST will be used for computing all Work Standards or Time Standards.

MOST is an "activity based' work measurement system that enables us to calculate the length of time required to perform a task.

# Benefits of the MOST Technique

- 1. Can be applied to any type of manual work for which a method can be defined and described.
- 2. Can be applied in a fraction of time it takes to perform traditional time study.
- 3. Is 'method sensitive' and the outcome of the analysis provides cues as to where there are opportunities for saving time, money, and energy.
- 4. Provides consistent and fair standards without having to rate performance of the workers Revision of Time Standards

All time study-based time standards will be revised by application of the MOST technique.

The Management for the following reasons will change the time standards:

- 1. When the work content of the operation is affected which can be due to changes in the working condition, plant and equipment, product specifications, material or methods, workplace layout and redeployment of work force etc.
  - 2. In case of any error in calculations.

It should be the endeavor of Management and Union to finalize the Standards in shortest possible time in order to gain the results of rationalization.

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

Panaji.

## Annexure H

**Enclosure 1** 

#### Special allowance for Trainee Technicians – SI EA O PA & Samp; SI EA O GIS

#### **Background:**

Presently only confirmed employees are eligible for quantity linked Production Incentive. To simply our Qty linked incentive and make it wider based/inclusive it is proposed to have special allowance for Trainee Technicians. Payout of the same will be in line with attendance.

However, since there are multiple machines and multiple product lines, we will be rotating them. Considering the time required to acquire skills for these Trainee Technicians following formula will be used to calculate Input

Head Count and Output Qty.

Joining Period	HC consideration	Special allowance for Trainee Technicians will be in line with attendance, Quality formula
0-3 months	0	0
3 – 6 months	25%	25% of average achievement
6 – 9 months	50%	50% of average achievement
9 – 12 months	75%	75% of average achievement
12 months and above	100 %	100 % of average achievement

Payout to the Trainee Technicians will be 60% of the Incentive payout corresponding to Quantity and/or Quality Linked Incentive achievement of confirmed employees in line with attendance and Quality formula.

While Management is willing to extend financial gains to the Trainee Technicians, It is expected that all trainee technicians will give their best to reach target level of production.

Management reserves right to stop this special allowance to Trainee Technicians in case his/her performance is not found up to the mark on account of productivity, quality.

**Enclosure 2** 

## Quantity Linked Incentive Scheme: SI EA O PA Factory

The objective of the scheme is:

- 1. To increase the earnings of workmen through their efforts, leading to better standard of living.
- 2. To have a simplified Quantity linked scheme to cover all workmen with common goal.
- 3. To increase quality production and reduce rejection/rework and related cost.

#### **Salient Points:**

- 1. The Scheme covers direct Workmen and Service Workman.
- 2. Quantity will be planned based on existing estimated time, available HC, number of working days, allowance of 9%, efficiency factor for machine-based operations. SWU accepts the starting quantity and target quantity proposal of Management.
  - 3. Incentive amount for Target qty will be Rs. 4,500/-
  - 4. Achievement Quantity will be based on SAP system confirmation.
- 5. The base target quantity and weightage factor can be changed/modified altered in case of change in working days, change in resources, introduction of new processes modernization, automation, addition /reduction of lines and manpower in the group, time study through MOST for the new processes/products. It will be settled manually and amicably with local council members Branch Secretary at Goa in time bound manner (Max 1 week).
- 6. In case of any disagreement on quantity achievement, joint working group will observe for 1 week and mutually agreed quantity will be considered. Till such time management proposal will be applicable.
- 7. In case of absenteeism of employees, if the present employees ensure achievement of the Target qty, then present employees get higher benefits.
- 8. Based on the business demands if there is need of higher output and employees can contribute to exceed the target quantity in any product group, pay out will be calculated on pro rata basis of the achievement factor.

- 9. SWU will wholeheartedly support (adherence to defined process, instructions from supervisors, staggered breaktime at critical machines, discipline related to work time, avoidance of non-availability from workplace, unauthorized absenteeism) in achieving the targeted quantity.
- 10. Cross functional Teams will be formed in all product groups to closely monitor the challenges and resolve the same on highest priority.
- 11. If there is "no failure in quantity achievement, then the same will be "accepted" as standard norm and would undergo change when there is any change in process or capacity enhancement.
  - 12. Monthly updating of quantity plan based on business demand will continue as planned.

#### = Payout(A)\* Total

Incentive number of employees

Payment(B) x Present days of employee (D)

Total actual man days

In that month (C)

Payout (A)=Rs. 4500/-

Total number of Employees (B) = Number of Workmen in the Unit

Actual Man days (C)= No of employees attended (in days)

## Payout calculation simulation

Product Group	Weightage	Starting Qty	Target	Achieved Qty	Achievement	Payout
PCBA	50%	84856	95039	95039	100%	2,250
DA	25%	5334	5974	5974	100%	1,125
Automation	20%	19110	21403	21403	100%	900
PQ	2.50%	1061	1188	1188	100%	113
EMA/SDA	2.50%	4508	5049	5049	100%	113
	4,500					
Payout (A)						
No. of Employees (B)						
Total Incentive		738000				
No of working days						24
Absenteeism		10%				
Actual Man days (C) = No of employees attended in days						3542
Per Day Incentive						208

Distribution	Present Days (D)	Incentive Amount		
Employee X	22	4583		
Employee Y	24	5000		
Employee Z	15	3125		

#### **Definition**

- 1. Direct Workmen: Direct Workmen be defined as Workmen who are working in the Works on productive jobs covered by time standards.
- 2. Service Workmen: Service Workmen are defined as Workmen who are working in the Works on jobs not covered by time standards e.g. Quality, Maintenance (Plant Engineering), Stores, Tool Room, repair work, etc.

## **Concept and Basis:**

- 1. Quantity linked Incentive is applicable for Direct Workmen and Service Workmen.
- 2. The 'period' consists of current month only. This is based on the quantity achievement factor of individual product group.

#### **General Rules**

- 1. No Workman will be entitled for Productivity Incentive for the period he is absent from work/duty for any reason except training hours.
  - 2. Each workman will be guaranteed his normal wages for Normal Output.
  - 3. A Calendar month shall mean the period between first and the last day of the same month.
  - 4. No Incentive will be paid if the Quantity achievement factor is less than starting point.
  - 5. No productivity Incentive shall be paid to the following categories of

Workmen – Apprentice, contract workmen.

- 6. In case of any error in calculation Incentive amount, the same will be rectified by re-calculation and adjusted in next month's payment.
  - 7. Quantity produced during Overtime shall be considered for Incentive.

**Enclosure 3** 

#### **Quality Linked Incentive (O PA):**

Objective: To build and sustain Quality Culture by providing Positive motivation for Employees to deliver 100% Quality. Here only errors made by the employees due to wrong workmanship of individuals will be considered. However, it is expected that there will complete transparency maintained and support given by employees to monitor the same.

It is decided to pay amount of Rs. 500/- as Quality linked Incentive Amount.

#### Illustration of manual errors

Quality Gate	Some Examples of manual errors.	
AOI/MI of SMT	Wrong splicing, any other manual errors causing quality issues	
AOI/MI of THT	Wrong assembly of THT components	
In Circuit Testing of Boards	Wrong Assembly of THT components Wrong selection of Program/variant     Eailure on account of missing inspection	
Final Packing	Failure on account of missing inspection     Missing Testing or	
Device Testing/UQT/ Customer Return	Wrong assembly     Failure on account of missing inspection     Missing Testing	

# Payout concept

- Special Incentive will be paid for 100% Quality performance.
- Quality incentive will be in proportion to the attendance.

Quality Incentive : Present Days Working days \* Quality linked Incentive Amount

Example 1 : Quality performance is 100%

Assuming that Incentive amount is : 100

No of working days : 26

Employee present days : 20

Quality Incentive : 77

Example 2 : Quality performance is < 100% . Quality Incentive : 0

**Enclosure 4** 

## Quantity Linked Incentive Scheme - SI EA O GIS GOI MV Plant

#### The objective of the scheme is:

- 1. To increase the earnings of workmen through their efforts, leading to better standard of living.
- 2. To have a simplified Quantity linked scheme to cover all workmen with common goal.
- 3. To increase quality production and reduce rejection/rework and related cost.

### **Salient points:**

- 1. The scheme covers direct workmen and service workmen.
- 2. Starting point i.e. base quantity of the quantity plan is derived based on following factors:
- o 480 minutes of shift working.
  - o 9% relaxation allowance and estimated cycle time for all operations.
  - o Other mutually agreed allowances like machine efficiency, training, rejection etc.
  - o Paid holiday and leaves as per company policy.
- o SWU accepts the starting quantity and target quantity proposal of management.
  - 3. Incentive amount for Target qty. will be Rs.5000/-
  - 4. Achievement quantity will be based on the actuals, reported at the finishing station of each product line, same will be confirmed through SAP.
  - 5. The base, target quantity and weightage factor can be changed/modified, altered in case of change in number of working days, change in resources, introduction of new processes modernization (for e.g. introduction of laser welding, etc.), automation, digitalization, during new product introduction and/or value add change in existing product, addition/reduction of lines and manpower in the group, it will be settled mutually and amicably with local council members Branch Secretary at Goa in time bound manner (maximum lweek).
  - 6. In case of any disagreement on qty. achievement in case of new/change in process. Such changes will be tried and tested before proposal after the same joint working group will observe for 1 week and mutually agreed qty. will be considered. Till such time Management proposal will be applicable.
  - 7. Based on business needs, incentive weightage factor on each product group will vary considering factors like manpower allocation in the product group, resulting to revision in starting and target quantity, same shall be agreed mutually.
  - 8. For internal movement (within the factory between production lines/workstations), revision in base quantity shall be considered immediately (to be settled mutually depending on manpower and similarity of job).
  - 9. SWU will wholeheartedly support (adherence to defined process, instructions from supervisors, staggered break time at critical machines, discipline related to work time, avoidance of non-availability from workplace, unauthorized absenteeism) in achieving the Target Qty.
  - 10. In case of absence of employees, if the present employees ensure achievement of the Target quantity, then present employees get higher benefits.
    - 11. Monthly updating of qty. plan based on business demand will be discussed 15days in advance.
  - 12. Based on the business demands, if there is need of higher output and employees can contribute to exceed the target quantity in any product group, payout will be calculated on pro rata basis of the achievement factor.
  - 13. In case of business needs, over time spent by workmen on other activities like rectification of site return panels, R&D development, rework if any etc. shall be considered separately and will not impact the incentive amount.
    - 14. In case of no load/below base quantity, minimum weightage incentive to be given.

# **Incentive payout calculation:**

Incentive Payout: = (A) Payout x (B) Total number of employees x Present days of the month x
(C) Total actual man days of that month

- (A) \*Payout = Rs. 5000
- (B) Total number of employees = No of technicians eligible for incentive scheme in the unit
- (C) Total actual man days of that month = Nos. of actual working days

(D) Present days of the month = Nos. of actual/present working days.

# **Payout Calculation Simulation:**

Product Group	Incentive weightage %	No of employees	Starting quantity	Target quantity	Achieved quantity	Incentive achievement %	Incentive payout	Base qty. per employee per month
Secondary GIS (8DJH ST)	34%	125	2000	2100	2100	100%	1700	16
Primary GIS (8DA/B equivalent)	34%	25	100	110	110	100%	1700	4
NAR Drive (24 & 36kV)	10%	10	1050	1125	1150	100%	500	105
VI Box (12 & 24kV)	10%	14	1150	1200	1200	100%	500	82.14
Linear Drive	10%	4	1160	1260	1260	100%	500	290
Contact Blade	2%	2	3500	3750	3750	100%	100	1750
Contact Pressure	-	-	600	672	672	100%	-	
Total	100%	180*	Total **Pay	out Amount	(INR)			5,000

# \*Planned headcount \*\* For illustration

A	**Payout (INR)	5,000
В	Total No of employees (incl service)	190
AxB	Total Incentive Amount to be distributed (5,000 x 190)	9,50,000
	Nos. of working days	25
	Attendance % (10% Absenteeism)	90%
С	Total actual man days of the month (190 x 25 x 90%)	4275
	Incentive Amount per day (9,50,000 / 4275 in Rs.)	222.11

D	No. of Days Present	Incentive Amount (INR)
Employee X	25	5555.5
Employee Y	20	4444.4
Employee Z	15	3333.3

# **Definition**

- 1. Direct Workmen: Direct Workmen be defined as Workmen who are working in the Works on productive jobs covered by time standards.
- 2. Service Workmen: Service Workmen are defined as Workmen who are working in the Works on jobs not covered by time standards e.g. Quality, Maintenance(Plant Engineering), Stores, Tool Room, repair work, etc.
  - 3. Employees includes workmen and trainee technicians.

# **Concept and Basis:**

- 1. Quantity linked incentive is applicable for Direct Workmen and Service Workmen.
- 2. The 'period' consists of current month only. This is based on the qty. achievement factor of individual product group.

#### **General Rules**

- 1. No Workmen will be entitled for quantity linked incentive for the period he is absent from work/duty for any reason (except training hours).
  - 2. Each workman will be guaranteed his normal wages for normal output.
  - 3. Each workman shall plan leave properly.
- 4. In case of compensatory off due to Over Time working on weekly/paid holiday, incentive payment will be considered for the overtime day.
  - 5. A Calendar month shall mean the period between first and the last day of the same month.
  - 6. No Incentive will be paid if the quantity achievement factor is less than starting point.
  - 7. No Incentive shall be paid to the following categories of Workmen -Apprentice, contract workmen.
- 8. In case of any error in calculation Incentive amount, the same will be rectified by re-calculation and adjusted in next month's payment.
  - 9. Quantity produced during overtime shall be considered for incentive.

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

Panaji.

# Annexure - I UNDERTAKING

To,

M/s SIEMENS LTD

Sir,

I have read/understood the Workmen settlement dated 04<sup>th</sup>June, 2025, signed between the Management of Siemens Ltd and the Siemens Workers' Union undersection 2(p) read with 18(1) of the Industrial Disputes Act 1947. The Settlement has also been read /explained to me, and I have understood the contents of the same.

I hereby accept the said Settlement and declare that the same shall be binding on me in its entirety. I further declare that I accept the gains flowing out of this Settlement and shall be bound by the various obligations and responsibilities as embodied in the various Clauses/Annexure of the Settlement dated04<sup>th</sup>June, 2025 and will follow the same in its letter and spirit.

Yours faithfully

Signature:

Date:

Name:

Token No:

Unit/Dept:

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

Panaji.

Date: 17-Nov-2025

Date: 31-Oct-2025

# **Department of Law & Judiciary**

Law (Establishment) Division

#### Order

No. 5/40/2000-LD(Estt.)/3029

Whomas the Covernment vide Notification No. 5.40.2000/LD/Estt.) deted 20.06.2000 empirited Shri

Whereas, the Government vide Notification No. 5-40-2000/LD(Estt.) dated 29-06-2000, appointed Shri Prakash Babal Corgaonkar, Advocate (hereinafter referred as the "Applicant") as a Notary for period of five years with effect from 30-08-1999, for Bardez Taluka;

And whereas, the Government vide Certificate of Practice dated 29-06-2000 has certified that the Applicant is authorized to practice as a Notary for a period of five years from 29-06-2000, for Bardez Taluka;

And whereas, the Government on the request of the Applicant had renewed his Certificate of Practice as a Notary for subsequent 04 terms and the period of validity of the Certificate of Practice expires on 29-06-2025 in the Endorsement dated 09-10-2020 issued to the Applicant. However, it is found that the above applicant Shri Prakash Babal Corgaonkar, Advocate who was practicing as a Notary expired on 08-10-2021;

And whereas, the validity of the Endorsement dated 09-10-2020 to the Certificate of Practice issued to Shri Prakash Babal Corgaonkar stands withdrawn and cancelled, as per the Notaries Act, 1952 (Central Act 53 of 1952) and Notaries Rules, 1956 (hereinafter referred as the "said Act" and "said Rule"), since the said Advocate expired on 08-10-2021.

Now therefore, in pursuance of Clause (f) of Section 10 of the said Act, the Government of Goa hereby removes the name of Applicant entered as a Notary from the Register maintained by it under Section 4 of the said Act.

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

Gajanan X. Bhonsle, Under Secretary (Estt.), Law.

Porvorim.

#### Order

No. 22/2/2009/LD (Estt.)/LC/Part/2869

In supersession of the Government Order No. 9/5/2008-LA/100 dated 20-01-2009 and the Government Order No. 22-2-2009/LD (Estt)/LC/Part/1190 dated 28-05-2012, the Government of Goa is pleased to reconstitute the Law Commission for the State of Goa consisting of the Chairperson and two members, as nominated by the Government.

- 2. The Commission shall study, review and analyze existing laws, recommend amendments wherever necessary, and propose new legislations in public interest.
- 3. The Commission shall function in accordance with the Terms of Reference specified in Annexure appended hereto.
- 4. The Chairman and Members shall be entitled to remuneration, allowances and facilities as decided by the Government.
  - 5. This Order shall come into force with immediate effect.

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

Arvind Vasant Bugde, Joint Secretary (Estt.), Law.

Porvorim.

# **ANNEXURE**

#### TERMS OF REFERENCE

- 1) To review/repeal obsolete laws in force.
- 2) To rectify defects in the existing laws.
- 3) To identify laws which require changes or amendments and to make suitable modifications or amendments to the existing laws.
- 4) To consolidate, modify, simplify and reform the existing laws.
- 5) To study the violations caused by the rules, regulations, etc. to constitutional and legal provisions and principles.
- 6) To detect unpermitted use of delegated legislative powers.
- 7) To identify the provisions which are ultra vires the scope of the main Acts.
- 8) To study the impact of the laws on effective implementation of the Legislative intent behind the Acts as well as on good governance.
- 9) To generally examine the existing laws in the light of the directive principles of State policy and suggest ways of improvement and reform.
- 10) To review various laws in the light of the decisions of the Supreme Court and Bombay High Court.
- 11) Terms and conditions of appointment of Government pleaders in District Courts and subordinate Courts, Government and Additional Government Advocates including District and High Court and Public Prosecutors in High Court.

# Department of Personnel

### Order

No. 6/11/2017-PER/3473

Read: 1. Order No. 6/11/2017-PER/2616 dated 23-10-2018.

- 2. Order No. 6/11/2017-PER/1662 dated 14-06-2019.
  - 3. Order No. 6/11/2017-PER/1169 dated 15-05-2020.
  - 4. Order No. 6/11/2017-PER/5323 dated 07-12-2020.
  - 5. Order No. 6/11/2017-PER/2328 dated 17-09-2021.
  - 6. Order No. 6/11/2017-PER (Part)/1952 dated 25-06-2025.

Whereas, on the recommendation of the Departmental Promotion Committee held on 15-10-2018, as conveyed by Goa Public Service Commission vide letter No. COM/II/11/42(3)/2011/226 dated 16-10-2018, the Senior Scale Officers were promoted to Junior Administrative Grade of Goa Civil Service, in Level 12 of CCS (Revised Pay) Rules, 2016 vide Order dated 23/10/2018 read at Sr. No. 1 in the preamble;

And whereas, the DPC held on 15-10-2018 was reviewed on 29-05-2019, 11-05-2020 and 23-05-2025 and vide recommendations of the Review DPC meeting held on 29-05-2019, 11-05-2020 and 23-05-2025 conveyed by the Commission, four additional Senior Scale Officers viz. Shri Dipak Desai, Shri Prashant Shirodkar, Shri Shivaji Dessai and Shri Siddhivinayak S. Naik were promoted to Junior Administrative Grade of Goa Civil Service, in the order of their merit with due regard to the seniority within their respective grading as on 15/10/2018 vide order dated 14-06-2019, 15-05-2020 and 25-06-2025 read at Sr. Nos. 2, 3 & 6 in the preamble respectively;

And whereas, the recommendations in respect of Smt. Meena Naik Goltekar and Shri Gopal Parsekar which were kept in sealed cover in the original DPC were opened and the officers were promoted to Junior

Date: 13-Nov-2025

Administrative Grade vide order dated 07-12-2020 and 17-09-2021 read at Sr. Nos. 4 & 5 in the preamble respectively;

And whereas, in view of Order dated 01/09/2021 of the Hon'ble High Court of Bombay at Goa passed in W.P. No. 350/2021 and Order dated 05/09/2023 passed in the Contempt Petition No. 19/2023 filed by Shri Mahesh Corjuenkar, the Goa Public Service Commission had conducted review of regular DPC for promotion of Junior Scale Officers dated 07-09-2006 of 01:00 p.m. on 05-12-2023 and vide order No. 5/21/2020-PER/Vol.I(A)/5026 dated 14-12-2023, additional officers were promoted to Junior Scale of Goa Civil Service on regular basis with retrospective effect from 12-09-2006;

And whereas, a review DPC was held by Goa Public Service Commission on 17-10-2025 to review the DPC held on 15-10-2018 which was reviewed on 29-05-2019, 11-05-2020 & 23-05-2025 to consider eligibility of additional officers for promotion to Junior Administrative Grade;

Now therefore, on the recommendation of the review Departmental Promotion Committee held on 17-10-2025, as conveyed by the Commission vide letter No. COM/II/11/42(1)/2021/283 dated 21-10-2025, the Governor of Goa is pleased to promote the following Senior Scale Officers of Goa Civil Service in terms of Rule 32 of Goa Civil Service Rules, 2016 to the post of Junior Administrative Grade, in Level 12 of CCS (Revised Pay) Rules, 2016 w.e.f. 23-10-2018 with consequential monetary benefits and in the following order of their merit with due regard to the seniority within their respective grading as on 23-10-2018 as under:

- 1. Shri Gopal Parsekar
- 2. Shri Siddhivinayak S. Naik
- 3. Shri Gurudas P. Pilarnekar
- 4. Smt. Shabari Manjrekar @ Ruhi Redkar
- 5. Shri Meghanath P. Porob
- 6. Shri Venancio Furtado
- 7. Shri Narayan V. Prabhudessai
- 8. Shri Derrick P. Neto
- 9. Shri Srinet N. Kotwale
- 10. Shri Dipak Desai
- 11. Shri V. P. Dangui
- 12. Shri Dipak M. Bandekar
- 13. Shri Vikas S. N. Gaunekar
- 14. Smt. Deepali D. Naik
- 15. Shri Raju V. Gawas
- 16. Shri Anthony J. D'Souza
- 17. Smt. Sandhya S. Kamat
- 18. Shri Damodar S. Morajkar
- 19. Smt. Meena H. Naik Goltekar
- 20. Smt. Laura Britto e Madre Deus
- 21. Smt. Irene Vitoria Sequeira
- 22. Shri Shivaji Dessai

- 23. Shri Vassudev N. Shetye
- 24. Shri Rajendra D. Mirajkar
- 25. Shri R. K. Satardekar
- 26. Smt. Sneha S. Morajkar
- 27. Shri Pravin M. S. Barad
- 28. Shri Ashok V. Rane
- 29. Smt. Upasana Mazgaonkar
- 30. Shri Prashant Shirodkar
- 31. Shri Sanjeev C. Gauns Dessai
- 32. Ms. Biju Naik
- 33. Shri Mahesh Corjuenkar
- 34. Shri Surendra Naik
- 35. Shri Johnson Fernandes
- 36. Shri Ajit Panchwadkar
- 37. Shri Agnelo A. Fernandes

On promotion, the officers shall continue to hold the post presently held by them.

The officers from Sr. Nos. 32-37 shall exercise option for fixation of pay in promotional grade in terms of F. R. 22(I)a(I), within a period of one month from the date of issue of the order. The option once exercised shall be final.

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

Raghuraj A. Faldesai, Under Secretary (Personnel-I).

Porvorim.

Order

22/10/2018-PER/3521

The Governor of Goa is pleased to order the transfer and posting of the following Senior Scale Officer (Superintendent of Police), Goa Police Service, with immediate effect in public interest:-

S/N	Name of the Officer	Present posting	Posted as
01.	Shri Harischandra V. Madkaikar	Superintendent of Police (Konkan Railway)	Superintendent of Police (North)

Shri Tikam Singh Verma, IPS, Superintendent of Police (South), shall hold the charge of Superintendent of Police (Konkan Railway), in addition to his duties.

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

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

Porvorim.

Date: 20-Nov-2025

Date: 12-Nov-2025

# **Department of Public Works**

# **Notification**

No. 16-26/PWD/PCE-EO/2025-26/42

Read: 1) Notification S.O.1774 (E) dated 02-06-2017 issued u/s 3A of N. H. Act.1956.

- 2) Notification S.O. 2113(E) dated 25.05.2018 issued u/s 3D of N.H. Act.1956.
- 3) Award/Order No. SLAO-NH-17-PWD/6/2017-18 dated 15-05-2019.
- 4) High Court Order dated 13-03-2019 in WP No. 1200/2018.
- 5) Order No. 164766/2022 dated 14-11-2022 passed by the Hon'ble Supreme Court of India in SLP(C) No. 13962/2019 by virtue of Consent Terms.

Whereas, the Central Government through the Ministry of Road Transport & Highways, New Delhi, in terms of Notification SO 1774 (E) dt. 02-06-2017 issued under Section 3A of National Highways Act, 1956, had proposed for acquisition of land admeasuring an area of 2,92,968 square meters, comprising of revenue villages Mapusa, Guirim, Socorro, Salvador-Do-Mundo, Pilerne, Penha-De-Franca & Bastora of Bardez Taluka and revenue villages Morombi-O-Pequeno, Murda, Calapor & Cujira of Tiswadi Taluka.

And whereas, the Central Government in terms of Notification S.O.2113 (E) dated 25-05-2018 was pleased to make a declaration under Section 3D of National Highways Act, 1956, for acquisition of land, admeasuring an area of 1,22,566 square meters, forming part of the revenue villages Mapusa, Guirim, Socorro, Salvador-Do-Mundo, Pilerne, Penha-De-Franca & Bastora of Bardez Taluka and revenue villages Morombi-O-Pequeno, Murda, Calapor & Cujira of Tiswadi Taluka.

And whereas, residents of Porvorim/Petitioners, who were affected by said Land Acquisition process had challenged the land acquisition proceedings before the Hon'ble High Court of Bombay at Goa in Writ Petition No. 1200/2018.

And whereas, said Writ Petition No. 1200/2018 came to be disposed off by the Hon'ble High Court of Bombay at Goa in terms of Order dated 13-03-2019.

And whereas, the residents of Porvorim/Petitioners being aggrieved had challenged above Order dated 13-03-2019 in Writ Petition No. 1200/2018, before the Supreme Court of India in Special Leave to Appeal (Civil) No. 13962/2019.

And whereas, the Government after considering delay in execution of Highways project work, i.e. Construction of Elevated Corridor at Porvorim due to pendency of above Special Leave Petition, it has decided to settle the issue with the Petitioners through amicable settlement. Accordingly, the Government and the Petitioners have amicably settled issue pending in the above Special Leave Petition by filing the 'Consent Terms'.

And whereas, as per Consent Terms, it is agreed between the Government and the Petitioners as appeared in below:-

- A. The Respondents shall construct an "Elevated Corridor" road on National Highway No. 17 (New NH-66) with Center Pier Design, as per the condition of the agreement of project work on the stretch of land from chainage 508.570 to chainage 512.425, forming part of the project from Kms. 500.500 to 512.930 (Existing Chainage 502.500 to 514.830 Kms.) Karaswada to Porvorim and 517.880 to 522.790 Kms. The 'Elevated Corridor/Road' will be constructed with minimum vertical clearance of 5.50 meters, as per IRC Standards depending upon vertical gradient of the said road.
- B. The width of the Right of Way (ROW) for above stretch is 25 meters and building set-back line is 3 meters from the edge of acquisition. However, existing structures within the set-back line will not be demolished and setback shall be applicable and maintained at the time of re-development of the property. A Plan 7-1-MISC-DSLR-2020-10 showing ROW width marked in blue for Elevated Section from Chainage 508.570 to Chainage 512.425 is annexed hereto and marked as "Annexure-1".
- C. The Government of Goa shall increase the FAR for the Porvorim stretch from Chainage 508.570 to Chainage 512.425 of the acquisition from 0.8 to 1.5 with Transfer of Development Right (TDR), which will be calculated on the plot size prior to the acquisition. This increase in FAR is only in respect of lands, which are subject matter of the acquisition. This increase in FAR is in lieu of compensation and

as such, no compensation towards the Land Acquisition shall be payable to the persons availing benefit of such increased FAR. The residents who do not wish to avail the benefit of increased FAR shall be eligible to claim the compensation as determined under the RIGHT TO FAIR COMPENSATION AND TRANSPARENCY IN LAND ACQUISITION, REHABILITATION AND SETTLEMENT ACT, 2013 with respect to the land acquired under the National Highways Act, 1956.

- D. Under the Goa Land Development and Building Construction Regulation 2010, the Petitioners/plot owners shall be entitled to avail maximum height of 20.50 meters to utilize FAR 1.5, with maximum permissible coverage of 40%. The same was decided on the basis of corresponding height permissible for FAR 1.5 as provided under the said Regulation.
- E. If the Petitioners/residents of Porvorim wish to avail the benefit of the increased FAR shall apply to the Competent Authority (CALA), for Land Loser's Certificate. The CALA will issue the said certificate to the Petitioners/residents, upon such application being made within 30 days. In the event that the certificate is not issued for causes not attributable to the Petitioners/residents it shall be deemed that the same is granted.
- F. It is agreed between the parties that the increase in FAR with TDR benefit to the Petitioners on account of undertaking given by the Petitioners that they will not raise any further grievance against the construction of 'Elevated Corridor/Road at Porvorim stretch'.
- G. There will be no further acquisition of land in the proposed elevated corridor for a period of 5 years, and which 5 years period will commence from the date of completion of the said elevated corridor project.

The 'Land Loser's Certificate', as per the agreed terms will be issued only to the affected parties, who have not availed compensation towards the acquisition of land.

The 'Land Loser's Certificate' will be issued only by the Competent Authority of Land Acquisition. (CALA).

The Town & Country Planning Department will process the request for aforesaid benefits only on production of the 'Land Loser's Certificate' issued by the Competent Authority of Land Acquisition.

And whereas, in order to provide benefits of increase in FAR with Transfer of Development Right (TDR) to the Petitioners from the office of the Town & Country Planning Department in a hassle-free manner, the Government has decided to notify the affected Survey Numbers, for which benefits of increase in FAR with TDR is applicable. The details are as under:

		Area declared for acquisition
		Under Notification
Sr. No.	Survey Nos.	SO 2113 (E) dt. 25.05.2018
		issued u/s 3D of NH Act, 1956.
		(In sq. mtrs.)
	R	EVENUE VILLAGE : SOCORRO
1	20/2	53
2	21/4	160
3	21/5	148
4	22/2	32
5	22/8	71
6	24/0	277
7	51/53	34
8	53/1	2
9	57/1	186

SERIES II NO. 3	J	2/111 NOVEMBER, 2023
10	57/3	146
11	57/4	126
12	57/5	109
13	57/6	192
14	57/7	196
15	57/8	378
16	57/10	220
17	57/11	244
18	57/12	437
19	57/13	306
20	57/14	32
21	78/0	218
22	79/0	220
23	80/1	143
24	80/2	122
25	80/3	128
26	80/4	124
27	80/5	111
28	80/6	121
29	80/7	122
30	80/9	129
31	80/10	128
32	80/11	270
33	80/12	500
34	82/1	376
35	82/2	443
36	83/9	87
37	83/16	77
38	83/17	246
39	83/18	180
40	83/19	234
41	83/20	197
42	83/21	191
43	83/22	200

SEKIES II NO. 3	) )	2/1H NOVEMBER, 202.
44	83/23	193
45	83/24	196
46	83/25	102
47	84/1	33
48	84/11	273
49	84/13	398
50	84/14	191
51	85/2	384
52	85/3	433
53	85/4	86
54	85/6	107
55	85/7	200
56	85/9	404
57	85/12	378
58	85/14	200
59	85/16	142
60	85/18	148
61	85/20	146
62	85/21	293
63	85/23	164
64	365/16	2
65	372/8	100
66	372/10	93
67	373/1	108
68	373/4	68
69	373/7	33
70	373/7-A	31
71	373/7-B	44
72	374/2	95
73	374/2-A	45
74	374/4	59
75	374/4-B	19
76	374/5	111
77	374/7	104

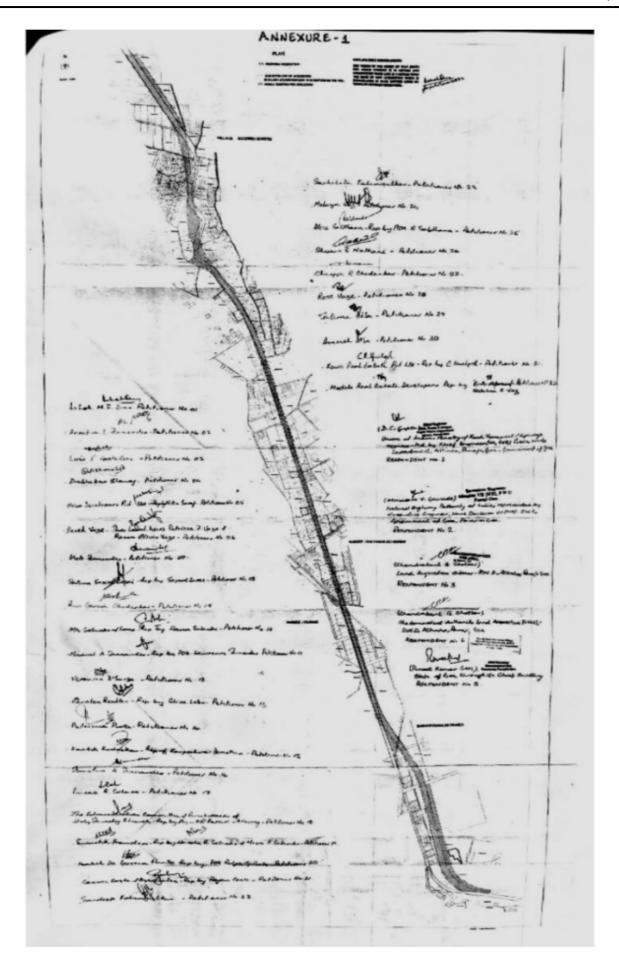
SERIES II IVO.		271111(C) BIIBER, 2023
78	375/3	130
79	375/5	90
80	375/8	84
81	377/1	137
82	377/1-A	114
83	377/4	104
84	381/3	196
85	381/8	127
86	381/14	154
87	381/16	195
88	383/3	77
89	383/5	22
90	383/7	94
91	385/3	69
92	385/6-A	77
93	385/7	10
94	385/11	128
95	386/2	655
96	386/7	113
97	392/1	919
98	392/2	192
99	392/3	183
100	392/9	249
101	392/12	200
102	393/3	107
103	394/2	151
104	394/8	201
105	97/1	841
	REVENU	JE VILLAGE : SALVADOR-DO-MUNDO
106	97/2	36
107	97/6	8
108	97/10	60
109	97/13	46
110	98/1	9
-		

111	98/2	26			
112	98/5	397			
113	98/6	182			
114	98/6-A	95			
115	98/6-B	209			
116	98/15	21			
	REVENUE VILLAGE : PILERNE				
117	73/0	320			
	REVENUE VILLAGE: PENHA-DE-FRANCA				
118	106/1	2414			
119	129/1	1775			

This issues with the approval of the Government vide U. O. No. 5309/F dated 26-08-2025.

By order and in the name of Governor of Goa.

U. P. Parsekar, Principal Chief Engineer (Public Works Department)/ex officio Addl. Secretary. Panaji.



Date: 28-Oct-2025

Date: 28-Oct-2025

# **Department of Science, Technology and Waste Management**

#### Order

No. 1-23-2025/S&T&WM/849

On the recommendation of the Goa Public Service Commission vide their letter No. COM/I/5/90(4)/2023/188 dated 21-08-2025, Shri. Vivek Dayanand Phadte, is hereby appointed as Technical Officer, 'Group A' Gazetted in this Department under General Category in the Pay Matrix of Level-10 (15,600-39,100+5400 G.P) as per VII<sup>th</sup> Pay Commission and posted in the Department of Science and Technology and Waste Management, Porvorim against newly created vacant post of Technical Officer. He is entitled to draw all allowances admissible as per rules.

Shri Vivek Dayanand Phadte, will be on probation for a period of two years.

The appointment is subject to the fulfilling of all the conditions stipulated in the Memorandum No. 3-88-2025/S&T&WM/731 dated 22-09-2025.

Shri Vivek Dayanand Phadte, shall draw his pay and allowances under the Budget head 3425—Other Scientific Research, 60—Others, 800—Other Expenditure, 01—Sponsored Science and Technology Programme, 00—General, 01—Salaries under Demand No. 72 (Science and Technology).

This issues with the Government approval vide U. O. 24720/F dated 16-09-2025.

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

Ankita Mishra, IAS, Director (S&T&WM)/ex officio Jt. Secretary.

Porvorim.

# **Order**

No. 1-24-2025/S&T&WM/850

On the recommendation of the Goa Public Service Commission vide their letter No. COM/I/5/90(4)/2023/188 dated 21-08-2025, Mr. Aayesh Pundolica Tari, is hereby appointed as Technical Officer, 'Group A' Gazetted in this Department under General Category in the Pay Matrix of Level—10 (15,600-39,100+5400 G.P) as per VII<sup>th</sup> Pay Commission and posted in the Department of Science and Technology and Waste Management, Porvorim against newly created vacant post of Technical Officer. He is entitled to draw all allowances admissible as per rules.

Mr. Aayesh Pundolica Tari, will be on probation for a period of two years.

The appointment is subject to the fulfilling of all the conditions stipulated in the Memorandum No. 3-88-2025/S&T&WM/732 dated 22-09-2025.

Mr. Aayesh Pundolica Tari, shall draw his pay and allowances under the Budget head 3425—Other Scientific Research, 60—Others, 800—Other Expenditure, 01—Sponsored Science and Technology Programme, 00—General, 01—Salaries under Demand No. 72 (Science and Technology).

This issues with the Government approval vide U. O. 24720/F dated 16-09-2025.

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

Ankita Mishra, IAS, Director (S&T&WM)/ex officio Jt. Secretary.

Porvorim.

Date: 26-Nov-2025

# **Department of Town and Country Planning**

# **Notification**

No. 36/18/39A/Notification (20F)/TCP/2025/734

Whereas, the Town and Country Planning Department of the Government of Goa received applications under sub-section (1) of Section 39A of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) for change of zones in the Regional Plan for Goa 2021 in respect of the plots of land as specified in detail in column Nos. (2) to (7) of the Table below (hereinafter referred to as "the said Proposals");

# **TABLE**

Sr. No.	Name of the Applicant	Survey No./ Sub Division No./P.T. Sheet No./Chalta No.	Name of Village and Taluka	Published land use as per RPG-2021/ODP (Total Area) in m2	Proposed land use	Area proposed in sq. mts.	Decision of the Government
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Krishna Purushottam Prabhu Dessai	191/1-A99	Raia, Salcete	Partly Settlement (6093m2), Partly Natural Cover (284m2), Partly Natural Cover with No Development Slope (417m2) Total Area (6794)	Settlement Zone	701	Approved for change of zone an area of 245m2 from Natural Cover with No Development Slope to Settlement Zone being within permissible gradient.
2.	Emberstone Builders LLP rep. by Anshu Goel	178/14	Assagao, Bardez	Partly Settlement (1632m2), Partly Natural Cover with Irrigation Command Area (793m2) Total Area (2425)	Settlement Zone	793	Approved for change of zone an area of 793m2 from Natural Cover with Irrigation Command Area to Settlement zone with Irrigation Command Area.
3.	Crasto and Associates rep. by Mr. Ali Bagash	181/1 (Part)	Soccoro, Bardez	Partly Settlement (4232m2), Partly Orchard with No Development Slope (2768m2) Total Area (7000)	Settlement Zone	1200	Approved for change of zone an area of 1200m2 from Orchard with No Development Slope to Settlement Zone being within permissible gradient.

And whereas, in terms of sub-rule (1) of Rule 4 of the Goa Town and Country Planning (Change of zone of land in the Regional Plan or the Outline Development Plan) Rules, 2024 (hereinafter referred to as the "said Rules"), the Town and Country Planning Department after scrutinizing the said proposals placed such proposals alongwith its scrutiny reports before the Goa Town and Country Planning Board for its recommendations/approval/decision;

And whereas, the Goa Town and Country Planning Board approved the said proposals as specified in column No. 8 of the above Table;

And whereas, notices as required by sub-rule (2) of Rule 4 of the said Rules were published,—

- (i) vide Notification No. 36/18/39A/Notification(25)/TCP/2025/282 dated 02-07-2025, published in the Official Gazette, Series III No. 14 dated 03-07-2025 (as regards proposals at Sr. No. 1 & 2);
- (ii) vide Notification No. 36/18/39A/Notification (33)/TCP/2025/574 dated 08-10-2025, published in the Official Gazette, Series III No. 28 dated 09-10-2025 (as regards proposals at Sr. No. 3); and suggestions were invited from the public within a period of thirty days from the date of publication to the said Notifications in the Official Gazette.

And whereas, suggestions received from public were placed before the Goa Town and Country Planning Board in terms of sub-rule (3) of Rule 4 for its recommendation/approval and the Goa Town and Country Planning Board after due consideration of the suggestions received from the public recommended the proposals for change of zone as regards to Sr. No. 1 in its 218<sup>th</sup> meeting held on 11-09-2025, Sr. No. 2 in its 223<sup>rd</sup> Meeting held on 06-11-2025 and Sr. No. 3 in its 224<sup>th</sup> meeting held on 13-11-2025, and directed to take further action as per sub-rule (4) of Rule 4 of the said Rules;

And whereas, as required by sub-rule (4) of Rule 4 of the said Rules, the recommendation/approval/decision of the Goa Town and Country Planning Board along with the said proposals were placed before the Government for its decision and the Government has approved the same;

Now, therefore, in view of the recommendation of the Goa Town and Country Planning Board being approved by the Government and in exercise of the powers conferred by Section 39A of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) read with sub-rule (5) of Rule 4 of the Goa Town and Country Planning (Change of zone of land in the Regional Plan or the Outline Development Plan) Rules, 2024, the Regional Plan and the Outline Development Plan is hereby altered and modified as specified in column No. (8) of above Table and as directed by the Government for carrying out change of zone of land in respect of the plots of land as specified in detail in column Nos. (2) to (7) of above Table.

The alteration and modification of the Regional Plan and the Outline Development Plan as notified in this Notification shall be subject to the outcome of the PIL Writ Petition Nos. 53 of 2024 and 54 of 2024 which are pending final disposal before the Hon'ble High Court of Bombay at Goa.

Vertika Dagur, Chief Town Planner (Planning). Panaji.

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