



புதுச்சேரி மாநில அரசிதழ்

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பொருளடக்கம்

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GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT

(G.O. Rt. No. 49/Lab./AIL/T/2018,
Puducherry, dated 9th April 2018)

NOTIFICATION

Whereas, an Award in I.D (L) No. 25/2016, dated 06-02-2018 of the Labour Court, Puducherry in respect of the industrial dispute between Management of M/s. Goutham Metals, Puducherry and Thiru S. Manohar, Puducherry over non-employment Award of the Labour Court, Puducherry has been received;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947) read with the notification issued in Labour Department's G.O. Ms. No. 20/91/Lab./L, dated 23-5-1991, it is hereby directed by the Secretary to Government (Labour), that the said Award shall be published in the Official Gazette, Puducherry.

(By order)

S. MOUTTOULINGAM,

Under Secretary to Government (Labour).

**BEFORE THE INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT AT PUDUCHERRY**

Present :Thiru G. THANENDRAN, B.COM.,M.L.,
Presiding Officer.

Tuesday, the 06th day of February 2018

I.D (L). No. 25/2016

S. Manohar,
No. 70, Malliga Theatre Street,
Samiyar Thope, Villianur,
Puducherry-605 110. . . Petitioner

Versus

The Managing Director,
M/s. Gouthan Metals,
R.S. No. 21/3, Next to Ponlait (Milk Dairy),
Kurumbapet,
Puducherry-605 110. . . Respondent

This industrial dispute coming on this day before Pre-negotiation sitting in the presence of Thiru Saravanan, Advocate for the petitioner and Thiru Mohan Ilayaraja, Advocate for the respondent, upon hearing both sides, upon perusing the case records, this Court passed the following:

AWARD

1. This industrial dispute has been referred by the Government as per the G.O. Rt. No. 106/AIL/Lab./T/2016, dated 25-11-2016 for adjudicating the following:-

(i) Whether the dispute raised by Thiru S. Manohar against the management of M/s. Goutham Metals, Kurumbapet, Puducherry, over his non-employment is justified? If justified what relief he is entitled to?

(ii) To compute the relief if any, awarded in terms of money, if it can be so computed?

2. It is to be decided that whether the industrial dispute raised by the petitioner against the respondent Management over his non-employment is justified or not. The petitioner claimant has filed a claim statement and the respondent has filed a Counter statement before this Court.

3. While the case was posted for cross examination of PW.1 the joint compromise memo has been filed by both the parties stating that the matter has been amicably settled between them. As per the settlement arrived at between the parties, a Demand Draft for a sum of ₹ 65,000 (Rupees sixty five thousand only) is paid to the petitioner by the respondent management. Since the parties reported that the matter is settled between them, the reference is closed and an Award has to be passed in terms of the settlement.

4. In the result, Award is passed as per the terms of the Joint compromise memo filed by the parties and it will form part of the Award. No cost.

Dictated to the Stenographer, transcribed by her, corrected and pronounced by me in the open Court on this the 06th day of February, 2018.

G. THANENDRAN,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.

**BEFORE THE HON'BLE LABOUR COURT,
PUDUCHERRY**

I.D(L). No. 25/2016

S. Manohar . . . Petitioner

Versus

The Managing Director,
Gouthan Industries. . . Respondent

GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT

(G.O. Rt. No. 50/Lab./AIL/T/2018,
Puducherry, dated 9th April 2018)

NOTIFICATION

Whereas, an Award in I.D (T) No. 04/2010, dated 21-02-2018 of the Industrial Tribunal-cum-Labour Court, Puducherry in respect of the industrial dispute between the Management of M/s. Vinayaka Missions Medical College and Hospital, Karaikal and Vinayaka Mission Thozhilalar Munnetra Sangam, Karaikal, over wage revision and other charter of demand such as basic pay, DA, HRA, risk allowance, transport allowance, washing allowance, *etc.*, on par with UGC employees/6th Central Pay Commission report has been received;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), read with the notification issued in Labour Department's G.O. Ms. No. 20/91/Lab./L, dated 23-5-1991, it is hereby directed by the Secretary to Government (Labour) that the said Award shall be published in the Official Gazette, Puducherry.

(By order)

S. MOUTTOULINGAM,
Under Secretary to Government, (Labour).

BEFORE THE INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT AT PUDUCHERRY

Present :Thiru G. THANENDRAN, B.COM., M.L.,
Presiding Officer.

Wednesday, the 21st day of February, 2018

I.D. (T). No. 02/2010

The President/Secretary,
Vinayaka Mission Thozhilalar
Munnetra Sangam,
No. 10/36, Masthan Palli Street,
Karaikal.

.. Petitioner

Versus

The Management,
M/s. Vinayaka Missions Medical
College and Hospital,
Keezhakasakudymedu, Kottucherry (P.O),
Karaikal.

.. Respondent

This Industrial Dispute coming on 06-02-2017 before me for final hearing in the presence of Thiru R. Mugundhan, Counsel for the petitioner and Thiru R. Ilancheliyan, Counsel for the respondent, upon hearing both sides, upon perusing the case records, after having stood over for consideration till this day, this Court passed the following:

AWARD

1. This Industrial Dispute has been referred by the Government as per the G.O. Rt. No. 136/AIL/Lab./J/2010, dated 18-06-2010 for adjudicating the following:-

(i) Whether the dispute raised by the Vinayaka Mission Thozhilalar Munnetra Sangam, Karaikal against the management of M/s. Vinayaka Missions Medical College and Hospital, Karaikal, over wage revision and other charter of demands such as basic pay, DA, HRA, risk allowance, transport allowance, washing allowance *etc.*, on par with UGC employees/6th Central Pay Commission report is justified or not?

(ii) If justified, what relief the petitioner union is entitled to ?

(iii) To compute the relief if any, awarded in terms of money if, it can be so computed?

2. The averments in the claim statement of the petitioner, in brief, are as follows:

The petitioner union had entered into a settlement on 01-12-2005 for the period of three years with the respondent management. The settlement was approved by this Tribunal and passed an Award to that effect. The same was confirmed by the Hon'ble High Court, Chennai. The abovesaid settlement expired on 30-11-2008. The petitioner union is one of the major unions in the respondent College. After the expiry of the earlier settlement, they placed a charter of demands on 02-03-2009 before the Labour Officer, Karaikal seeking wage revision such as Basic Pay, DA, HRA, risk allowance, transport allowance, washing allowance *etc.*, on par with UGC employees and Central Pay Commission report. The management did not come forward to settle the matter, the conciliation ended in failure. The Labour Officer had given failure report on 02-03-2010. Thereafter, the Government referred the dispute to this Tribunal on 18-06-2010. The

respondent Medical College and Hospital is private institution with 600 beds and it is bigger than Government Hospital, Karaikal. The respondent institution is making profits through fees collected from the students apart from that getting fees from the patient and getting profits through "Kalaingar Kapeedu Thittam" and collecting charges from ESI for giving treatment to their patients. The respondent is having well financial capacity to pay the workers reasonable minimum wage but, the respondent is paying below the minimum wage is illegal under the Constitution of India. The Teaching Staffs are getting more wages. It is very settled principle that no industry has a right to exist unless it is able to pay its workmen at least a bare minimum wage, he would have no right to conduct his enterprise on such terms. The payment of minimum wages is statutory requirement and it should be paid to the workers. The respondent did not follow MCI regulations and also UGC prescribed scales. The petitioner union submitted charter of demands over revised pay should be granted to the employees with effect from 01-12-2008, Pay Fixation Formula, Annual Increment, House Rent Allowance, Deafness Allowance, Shift Allowance, Nursing Allowance, Dark Room Allowance, Chemical Handling Allowance, Emergency Call Duty Allowance, Operation Theatre Allowance, Vaccination Allowance, Festival Advances, Canteen Subsidy, Rest Room, Creches, Recreation Club, Uniform and Foot wear Allowance, Stitching Charge, Washing Allowance Transport Allowance, Transport Facilities, Leave Provisions, Earned Leave, Maternity Leave, Promotion Policy Pay Percentage, Electrical Licence Allowance, Funeral Expense and pending Demands. The respondent ought to grant the benefits given by Government to its employees doing a similar nature of work and on the basis of 6th CPC report. They ought to be a model employer as they are a University, they should grant benefits to its employees. The respondent should not evade its responsibility to pay the minimum wages to the non-teaching staffs. Dearness Allowance is not paid to the workers even though, it is part and parcel of cost of necessities. The minimum wage must provide not merely for the bare subsistence of life but, for the preservation of the efficiency of the worker. All the demands made by the Petitioner Union are Justifiable.

3. The brief averments in the counter filed by the respondent are as follows :

The respondent stated that the demands of the petitioner are quite arbitrary and not maintainable under the law and the petitioner claim of salary and other benefits on par with Government Servants and fixation of wages in respective Bands as recommended by the 6th Pay Commission are unjustified and further stated that the respondent Medical College and Hospital is private medical college run by the TKVTSSMEC trust and to impart education to the students it is running a hospital in Karaikal. The salary and other day to day expenses are met with the regulated fees collected from the students and it is not getting any grant from Government or any other authorities. The respondent institution is also not a 'state' within the meaning of the Constitution of India. The respondent herein have paid wages and extended other benefits taking into account the general nature of work and such wages and benefits are comparatively more than that of what is, being paid at various private medical colleges prevailing in Puducherry. While fixing wages the standard of living, the standard of employees, their educational background, experience, skill set and other parameters have been considered as yardstick. During the past several years, the respondent used to negotiate the salary and other benefits with the non-teaching staff union and entered into settlements under the Industrial Dispute Act 1947 and the last settlement was made on 24th May 2006. In pursuance of the abovesaid settlement, all the employees were given substantial pay hike. Subsequently, a promotion policy was also introduced and about fifty percent of the employees have been given general promotions with substantial monetary benefits. The respondent has also agreed to give five percent promotion to the employees every year. The Respondent management entered into Settlements/Memo of understanding with the Vinayaka Missions Medical College Hospital non-teaching staff union in which the petitioner union was also members. However, after enjoying all the benefits they have started a new union in the name and style of Vinayaka Mission Thozhilaalar Munnetra Sangam by isolating themselves from the Vinayaka Missions non-teaching staff union. Overruling all the above petitioner union have

demanding salary and other benefits on par with the recommendations made by the 6th Pay Commissions and also raised some fresh issues contrary to the terms already accepted. The respondent is a private establishment and the petitioner does not have any legal right to demand salary and other benefits on par with the Government institutions. As far as the 6th Pay Commission recommendations are concerned, it shall apply to persons appointed to civil services and posts in connection with the affairs of the union whose pay is debited to the civil establishments of the Government. The members of the petitioner union are coming under the category of non-teaching employees in the respondent Medical College and Hospital. The University Grants Commission has not fixed any norms for non-teaching categories of employees employed in the private medical colleges. Therefore, the petitioner's claim for revision of salary as per UGC & MCI norms does not arise. As far as the claim of the petitioner union for equal pay on par with Government Hospital/College or Government owned institutions is a question of law. Equal pay on par with Government or the Government institutions is a concept which requires its applicability and in the absence of the same the claim is not maintainable. In this case the very concept of the demand is contrary to law and applicability and therefore, the total claim of the petitioner is absolutely untenable. The members of the petitioner union are coming within the definition of "workman" under the Industrial Disputes Act and the very nature of employment, service conditions and other benefits are to be decided only by mutual negotiation under the collective bargaining mechanism available under the said Act. The service conditions of the petitioner union have already been regularized in terms of settlement entered in 2006. The above settlement was arrived at after protracted negotiations with the non-teaching staff union after discussing the pros and cons at all levels and therefore, it is quite unnecessary to review again. The petitioner union submitted a charter of demand, dated 02-03-2009 for which the respondent was prepared to go for further revision of wages to a reasonable level and gave a proposal for upward revision *vide* letter, dated 24-06-2009 before the Labour Officer (Conciliation). The respondent is having an open mind to negotiate the issue based on the proposal already submitted. However, the

petitioner's claim for revision of wages and other benefits on par with Government Servants or Government Institutions are quite arbitrary and there is no justification or justifiable ground in the claim. The petitioner has submitted demands for various benefits and also promotion and other benefits in respect of some individuals by para 6 of the claim statement. All the employees in the petitioner union are being paid more than the minimum wages fixed by the Government of Puducherry and also revising the wages and other benefits periodically and a promotion policy was also accepted. Hence, consideration of individual cases as claimed by the petitioner will not be conducive in the interest of other employees. Therefore, the contentions of the petitioners that the respondent is paying very low salary is absolutely false and what is already paid is reasonable comparing to similar private Medical Colleges existing in Puducherry and prayed to dismiss the claim petition.

4. In the course of enquiry on the side of the petitioner PW.1 was examined and Ex.P1 to Ex.P18 were marked and on the side of the respondent RW.1 was examined and Ex.R1 to Ex.R7 were marked. Both sides are heard. The pleadings of the parties, the evidence let in by either sides and the exhibits marked on both sides are carefully considered.

5. The point for consideration is:

Whether the dispute raised by the petitioner against the respondent management over wage revision and other charter of demands such as Basic Pay, DA, ERA, Risk Allowance, Transport Allowance, Washing Allowance *etc.*, on par with UGC employees/6th Central Pay Commission report is justified or not and if justified, what is the relief entitled to the petitioner union?

6. It is the dispute raised by the petitioner union over the charter of demands made by the workers for the pay revision on par with the University Grants Commission employees in the pay structure of the Sixth Pay Commission recommendations. In order to prove the case of the petitioner union the Secretary of the union was examined as PW.1 and it is the evidence of the PW.1 that the earlier settlement arrived at between the petitioner union and the respondent management was came to an end on 30-11-2008 and that therefore, the union has made a charter of demands

to the management on 02-03-2009 asking the management to revise the salary from 01-12-2008 for which the management has not given proper reply and that therefore, they raised the industrial dispute before the Conciliation Officer and even then that there was no amicable negotiation and hence, the failure report was, submitted by the Conciliation Officer to the Government on 02-03-2010 and the Government has referred the matter to this Court and that the respondent management has denied the request of the union to pay the wages to the employees as per recommendations of the Sixth Central Pay Commission and in the Pay Scale of University Grants Commission and that the respondent management had accepted the demand of the petitioner to pay ₹ 3,000 as interim relief to the employees and that the respondent management has entered the settlement with the another union which was in the hands of the management on 31-01-2012 and they compelled the members of the other union to accept the same and as the petitioner union is the majority union the settlement arrived at between the management and the puppet union could not bind the members of the petitioner union and that though the respondent management has agreed to negotiate the matter before this Court and it has not come forward to negotiate the same and that the respondent management as per the settlement arrived at between the puppet union on 31-01-2012 has given minimum enhancement of wages to the employees under which pay has not been properly revised by the management which could not be accepted by the members of the other union and the said settlement has also not been arrived by the acceptance of the members of the petitioner union and that the pay revision given by the management to the workers could not be accepted and it is the further evidence of PW.1 that their union alone has entered the 12(3) settlement with the management for the period 2005-2008 as per the order passed in I.D. No. 03/2005 by this Tribunal under which all the employees of the respondent establishment have enjoyed the benefits and thereafter, only in the year 2008 the said union have been divided into three and this petitioner union has named Vinayaga Mission Tholilalar Munnatra Sangam and that the petitioner union has raised the charter of demands for wage revision, increment, house rent allowance, dearness allowance, shift allowance, payment care allowance, nursing allowance, dark room allowance, chemical handling allowance, festival advance, canteen subsidy, rest room, child care facility, etc., and that the petitioners are entitled for revised pay as per the demands.

7. In support of their case the petitioner union has exhibited Ex.P1 to Ex.P18. Ex.P1 is the copy of 18(1) settlement. Ex.P2 is the copy of MOU between management and union. Ex.P3 is the copy of submission of Pay Anomalies for rectification. Ex.P4 is the copy of I.D. No. 3/2005. Ex.P5 is the copy of promotion policy. Ex.P6 is the copy of promotion request to the management. Ex.P7 is the copy of charter of demands. Ex.P8 is the copy of pay structure. Ex.P9 is the copy of minutes of the meeting. Ex.P10 is the copy of written reply to Labour Officer on 24-06-2009, Ex.P11 is the copy of complaint of unfair labour on 07-07-2009. Ex.P12 is the copy of release of interim relief. Ex.P13 is the copy of unfair labour practice. Ex.P14 is the copy of reply to Labour Officer. On 23-07-2009. Ex.P15 is the copy of failure report, dated 02-03-2010. Ex.P16 is the copy of reference, dated 25-06-2010. Ex.P17 is the copy of 18(1) settlement, dated 07.02.2012. Ex.P18 is the copy of receiving wages with objection.

8. The documents Ex.P1 to Ex.P18 would go to show that there was memorandum of understanding arrived at between the management and the Non-teaching Staff Union on 27-04-2006 and the said settlement would evident that fixation of pay and increment will take effect from 01-12-2005 and that the petitioner union members are entitled for the arrears of wages for the period from 01-12-2005 to 31-03-2006 in four installments and before that the said Non-Teaching Staff Union has raised the industrial dispute before the Conciliation Officer which was failed and the same was referred by the Government to this Tribunal which was taken in I.D. No. 03/2005 against the management for the wage revision and while the said industrial dispute was pending that there was a settlement arrived at between the parties under section 18(1) of the Industrial Disputes Act and that therefore, the industrial dispute was closed and Award was passed in terms of the settlement arrived at under section 18(1) of the Industrial Disputes Act and that though the minority has objected for the same and prayed to implead them as party to the dispute which was rejected by this Tribunal and that the petitioner union has asked for promotion to some of the employees who have affected while considering promotion and thereafter, the petitioner union has submitted another charter of demand to the management on 02-03-2009 for revision of wages and allowances and also for other facilities and reliefs and

it is also learnt from the records that there was negotiation between the management and the petitioner union regarding pay anomaly and for promotion and the respondent management has submitted the reply to the Labour Officer (Conciliation) for the charter of demand raised by the petitioner union and on 23-07-2009 the petitioner union has also submitted a letter to the Conciliation Officer giving reply to the allegations of the management and while so on 06-08-2009 the respondent management has given interim relief of ₹ 3,000 to them per month with effect from December-2008 and the failure report was sent by the Conciliation Officer to the Government on 02-03-2010 and the management also has sent a intimation to the petitioner union on 07-02-2012 stating that there was a settlement arrived at between the Management and Non-Teaching Staff Union under section 18(1) of the Industrial Disputes Act alleging that the management was entered into settlement with the majority union and to intimate the members of the petitioner union to accept the same and to receive the enhanced salary for the month of January-2012 as per the terms of settlement arrived at between them for which the petitioner union has sent a letter to the management agreeing to receive the salary as per 18(1) settlement with their objection.

9. On the other hand, it is the contention of the respondent management that they are private Medical College running under the Trust to impart education to the students it is running a Hospital in Karaikal and salary and other day to day expenses are met with the regulated fees collected from the students and no grant from the Government or any other authorities are received by the respondent Institution and that the petitioner union is the minority union and they have entered into the settlement for wage revision with the majority union functioning in the name of Non-Teaching Staffs Employees union which have majority support of the employees and this petitioner union represented only a few employees and it is not supported by the employees of the respondent establishment and that the wages and benefits given by the respondent was comparatively more than that of what was being paid by various Medical Colleges and the petitioner union demanded salary and other benefits on par with the recommendations made by the Sixth Pay Commission and as the respondent institute is the private one it is impossible to accept their demands on par with the Government Institutions and that therefore, the petitioner union members are not entitle for any wage revision as claimed by them.

10. In order to prove their contention, the respondent has examined RW.1 and he has stated that petitioner union is the minority union and they have entered settlement with the majority union under section 18(1) of the Industrial Disputes Act for wage revision and all the demands of the petitioner union cannot be given to them since their institution is a private one and it has not received any grant from any University or any other Government Institution and is running only under fee received from the students and the demands of the petitioner union for salary and other benefits on par with the recommendations made by the Sixth Pay Commission is not possible since, it is the private establishment and it was highly impossible to accept the demand on par with the Government Institution and that the majority union has expressed their willingness to settle the issue by mutual negotiation in I.D. No. 11/2009 and accordingly, the settlement was arrived for revision of wages and other benefits and entered into settlement on 31-01-2012 under section 18(1) of the Industrial Disputes Act and the respondent management also has prepared to extend the benefits of the said settlement to all employees and the members of the this petitioner union have also accepted the monetary and other benefits and continue to enjoy till now and the said I.D. No. 11/2009 was closed on compromise memo and Award was passed in terms of settlement arrived at between the parties on 03-07-2013 and that the members of the petitioner union are also receiving all the monetary and other benefits has not come forward to withdraw the dispute and having been received all the benefits and hence, they are not having any right to continue the case and the claim made by the petitioner union is not sustainable.

11. In support of their case the respondent management has exhibited Ex.R1 to Ex.R7. Ex.R1 is the photocopy of memorandum of understanding, dated 27-04-2006. Ex.R2 is the photocopy of memorandum of settlement, dated 24-05-2006. Ex.R3 is the photocopy of memorandum of understanding, dated 08-08-2008. Ex.R4 is the photocopy of memorandum of settlement, dated 31-01-2012. Ex.R5 is the photocopy of memorandum of settlement, dated 06-04-2015. Ex.R6 is the photocopy of Award passed in I.D(T). 11/2009, dated 03-07-2013. Ex.R7 is the photocopy of office memorandum 6th Pay Commission, dated 29-08-2008.

12. From the pleadings and evidence let in by either sides it can be inferred that following facts are admitted by either sides that the members of the petitioner union are working at the respondent

establishment and the respondent establishment is having three unions and the majority union has entered into settlement with the respondent management and the benefits of the said settlement was also received by the members of the petitioner union and the dispute raised by the majority union I.D. No. 11/2009 was disposed by accepting the settlement arrived at between the respondent management and the majority union who have raised the industrial dispute in I.D. No. 11/2009 and thereafter, the petitioner union has raised the industrial dispute. It is also learnt from Ex.R6 copy of the Gazette publication wherein, Award passed by this court I.D. No. 11/2009 was published would reveal that on 03-07-2013 the said I.D. was disposed by this Tribunal and it also would evident that there was 18(1) settlement arrived at between the union and the respondent management and as per the terms of the said settlement Award was passed and the copy of the 18(1) settlement would form part of the said Award and it is also learnt from Ex.P18 the letter given by the petitioner union to the management that the members of the petitioner union have accepted the benefits and pay revision given by the management to the employees under section 18(1) of the Act. It is also not in dispute that the members of the petitioner union has availed the benefits as per the settlement.

13. The petitioner union has claimed revision of wages to its members on par with the University Grants Commission in the pay structure of Sixth Pay Commission report. Though, the petitioner has claimed the wage no evidence has been let in by the petitioner union the PW1 that how they are entitled to get the pay revision on par with the employees in the pay structure of Sixth Pay Commission and they did not also produced any documents how they are entitled for the pay on par with the employees of the UGC scale in the pay structure of Sixth Pay Commission. The petitioner union has filed the claim petition sought for an Award directing the management to pay wage revision in the tune with UGC scale line and on par with the employees of the Medical College in the revised pay structure of the Sixth Pay Commission recommendations. The petitioner has not at all submitted any document to prove the claim that the respondent management is liable to give pay revision on par with the employees of the Medical Colleges in the revised pay structure of Sixth Pay Commission *i.e.*, the petitioner union has not adduced any evidence that how they are entitled for the pay revision on par with the employees of the medical Colleges under University Grants Commission in the

pay structure of Sixth Pay Commission. They have not adduced any evidence that how they are entitled for UGC wages on par with the UGC employees or Sixth Pay Commission recommendations. However, the petitioner union has asked to revise their salary on par with the employees of the Medical Colleges in the pay structure of Sixth Pay Commission. It is not supported with any documents to show that how they are entitled for Sixth Pay Commission recommendations.

14. As rightly pointed out by the respondent management that no evidence has been adduced by the petitioner union that how much pay has been fixed for the non teaching staffs of the Medical colleges in the pay structure of Sixth Pay Commission and that therefore as the petitioners have failed to establish that they are entitled for the pay revision on par with the employees of the Medical College in the revised pay structure of sixth pay commission and hence it is to be held that the industrial dispute raised by the petitioner union against the respondent management over charter of demands and pay revision on par with employees of Medical Colleges in the revised pay structure of 6th Central Pay Commission is not sustainable and that therefore, the claim of the petitioner union for revision of pay on par with the employees of the Medical Colleges in the pay structure of the sixth pay commission recommendations is rejected and the claim petition in respect of the same is liable to be dismissed and the petitioners are not entitled for such wage revision on par with the employees of the Medical Colleges in the pay structure of Sixth Pay Commission recommendations.

15. However, the petitioner union has asked for the pay revision on par with the UGC scale. On this aspect Medical College Regulations Part II of the regulation has been referred which runs as follows:

“man power programme : including department-wise requirements of teaching staff (full-time), technical, administrative and ancillary staff, category-wise recruitment criteria and salary structure, *etc.*, (minimum as per UGC scale)”

From the above regulation, it is clear that whenever new colleges are opened they have to pay minimum scale, if, University Grants Commission has fixed any pay for any category of non-teaching staffs. The learned Counsel for the respondent management has argued that no such pay has been fixed by the University Grants Commission for the non-teaching

staffs of the Medical Colleges. The petitioner union also has not filed any document to prove that what the pay is fixed by the University Grants Commission for the non-teaching staffs of the Medical Colleges as per the Regulations, 1993 and no pay structure is produced by the petitioner union under UGC scale. Hence, an Award can be passed directing the respondent management to give pay revision under UGC scale to the members of the petitioner union.

16. In the result, petition is partly allowed and the industrial dispute raised by the petitioner union against the respondent management over wage revision and other charter of demands such as Basic Pay, DA, HRA, risk allowance, transport allowance, washing allowance *etc.*, on par with UGC employees/6th Central Pay Commission report is not justified and the petitioners are not entitled for the pay revision on par with the employees who were given pay in pay structure of Sixth Pay Commission and however, Award is passed directing the respondent management to give wage revision to the members of the petitioner union on par with the minimum UGC scale if any, fixed by the University Grants Commission from the date of dispute raised by the petitioner union. No cost.

Dictated to the Stenographer, transcribed by her, corrected and pronounced by me in the open Court on this the 21st day of February, 2018.

G. THANENDRAN,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.

List of petitioner's witness:

PW.1 — 07-11-2017 Vengatesan

List of petitioner's exhibits:

Ex.P1 — 16-04-2005 Copy of 18(1) settlement.
Ex.P2 — 27-04-2006 Copy of MOU between management and union.
Ex.P3 — 30-06-2006 Copy of submission of Pay Anomalies for rectification.
Ex.P4 — 29-03-2007 Copy of I.D. No. 3/2005.
Ex.P5 — 08-08-2008 Copy of promotion policy.
Ex.P6 — 07-01-2009 Copy of promotion request to the management.

Ex.P7 — 02-03-2009 Copy of charter of demands.
Ex.P8 — 13-03-2009 Copy of pay structure.
Ex.P9 — 21-03-2009 Copy of minutes of the meeting.
Ex.P10 — 24-06-2009 Copy of written reply to Labour Officer.
Ex.P11 — 07-07-2009 Copy of complaint of unfair labour.
Ex.P12 — 06-08-2009 Copy of release of interim relief.
Ex.P13 — 23-07-2009 Copy of unfair labour practice.
Ex.P14 — 23-07-2009 Copy of reply to Labour Officer.
Ex.P15 — 02-03-2010 Copy of failure report.
Ex.P16 — 25-06-2010 Copy of reference.
Ex.P17 — 07-02-2012 Copy of 18(1) settlement.
Ex.P18 — 10-02-2012 Copy of receiving wages with objection.

List of respondent's witness:

RW.1 — 19-12-2017 S. Mohan

List of respondent's exhibits:

Ex.R1 — 27-04-2006 Photocopy of memorandum of understanding.
Ex.R2 — 24-05-2006 Photocopy of memorandum of settlement.
Ex.R3 — 08-08-2008 Photocopy of memorandum of understanding.
Ex.R4 — 31-01-2012 Photocopy of memorandum of settlement.
Ex.R5 — 06-04-2015 Photocopy of memorandum of settlement.
Ex.R6 — 03-07-2013 Photocopy of Award passed in I.D (T). 11/2009.
Ex.R7 — 29-08-2008 Photocopy of office memorandum (6th Pay Commission).

G. THANENDRAN,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.