

EDUCATION AND PUBLIC HEALTH.

(1949) Department.

(T)

IS SERIES.

G.O. NO.

2235 Education.

Dated

12-7-1949.

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Snpoll

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11705-67 m.A.
and
end 9-12 of.

(13)

[Despatch Abstract.]

GOVERNMENT PRESS - Establishment - Training of Lino Type Operators - Form of agreement.

Back Papers.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

Further Papers.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

No. T2A.S. & P. Madras, 9th April 1949.

FROM

THE ACCOUNTANT-GENERAL, MADRAS,

To The Secretary to Government,
Education and Public Health
Department,

Subject :- Fort St. George, Madras.

28759
Government Press - Establishment -
training of Linotype operators -
sanction.

Ref: G.O No. Mis. No. 618 Education dated
8-3-1949.

A reference is invited to para-
graph 1 of the G.O cited above, in which
the Government have stated that the
period of training of the permanent
compositors will be treated as one of
non-productive duty. The pay and allow-
ances to be allowed to the workers during
the period of training in terms of F.R.20
may please be communicated to this office
through the Finance Department.

Assistant Accounts Officer.

GM

2

1. The purpose of this document is to provide a clear and concise summary of the information provided in the attached documents.

2. The information provided in the attached documents is intended to be used for the purpose of the project.

3. The information provided in the attached documents is intended to be used for the purpose of the project.

4. The information provided in the attached documents is intended to be used for the purpose of the project.

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20. The information provided in the attached documents is intended to be used for the purpose of the project.

21. The information provided in the attached documents is intended to be used for the purpose of the project.

22. The information provided in the attached documents is intended to be used for the purpose of the project.

23. The information provided in the attached documents is intended to be used for the purpose of the project.

24. The information provided in the attached documents is intended to be used for the purpose of the project.

3 3

ETPH.
C2

Sub. Govt Pre- Estt - Training of Lins-type Operators.

✓
135 p/cf
18/4/49

Read again G.O. No. 618 Edn 8/ 8-3-1949
Ref From the Ag. No. T2 A. S+P/1157 8/ 9.4.49

Envt No: 28759 C2/49 - 1 Edn 20/4/49
Referred to the Spt. for

Remarks.

In
The Spt.
(with a copy
of p/cf.)

CSR.
18/4/49

JD
18/4/49

DM
18/4/49

1. The purpose of this document is to provide a clear and concise summary of the information provided in the attached documents.

194(c)4
Rs 80/. It is presumed that this represents
the pay due by the trainees before
being posted to the train. Anyhow,
the point may be cleared up by the
representative as per the above.

JD
18/4/49

DM
19/4/49



From
R. Siddique, Esq.,
Superintendent,
Government Press, Madras.

To
The Secretary to Government,
Education & P.H. Department,
Fort St. George, Madras.

Dated:- 25-4-1949.

No.65 Mis/L.O.

Sub:- Government Press - Establishment - Training of Linotype Operators -
Ref:- G.O.No.Mis.618 Edn., dated 8-3-1949.

With reference to para 3 of the G.O cited, I have to state that the draft
agreement form was again returned to the Government Solicitor on 19-4-1949 to
make further suitable amendments. On its receipt from the Government Solicitor, it
will be forwarded to Government for approval before final adoption.

R. Siddique
25.4.49
Superintendent.

L.S.

Copy to the Accountant-General, Madras for information with reference to
his No.T.2-A.S & P No.1157 dated 9th April 1949 to the Secretary to Government,
Education & P.H. Department, Madras (Copy endorsed to me).

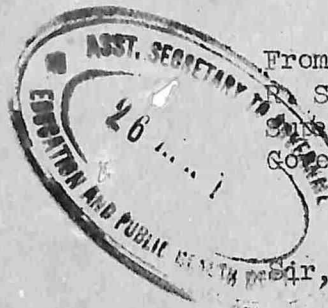
May be filed. (R.P.H. (C2))
27.4.49. DM
27/4/49

Sd/- R. Siddique,
Superintendent.

1944 (C) 4
 Rs 80/. It is found that this report
 has been drawn by the trainees before
 being sent for train. Anyhow,
 the form may be cleared up by
 reference to previous copies.

JD
 18/4/49

MM
 19/4/49



From
 R. Siddique, Esq.,
 Superintendent,
 Government Press, Madras.

To
 The Secretary to Government,
 Education & P.H. Department,
 Fort St. George, Madras.

No. 65 Mis/L.O.

Dated:- 25-4-1949.

Sub:- Government Press - Establishment - Training of Linotype Operators -
 Ref:- G.O.No.Mis.618 Edn., dated 8-3-1949.

With reference to para 3 of the G.O cited, I have to state that the draft
 agreement form was again returned to the Government Solicitor on 19-4-1949 to
 make further suitable amendments. On its receipt from the Government Solicitor, it
 will be forwarded to Government for approval before final adoption.

L.S.

R. Siddique
 Superintendent.
 25-4-49

Copy to the Accountant-General, Madras for information with reference to
 his No.T.2-A.S & P No.1157 dated 9th April 1949 to the Secretary to Government,
 Education & P.H. Department, Madras (Copy endorsed to me).

E & P.H. (C2)

May be filed. (NR. 25.5.49)

Sd/- R. Siddique,
 Superintendent.

GR
 27-4-49

JD
 27/4/49

MM
 27/4/49

6

S.F. 32.

Department

From (Name) R. Siddique, Esq.,

Designation Superintendent,

Station Government Press, Madras.

Received.....Registered.....

To

The Secretary to Government,
Education & Public Health Department
Fort St. George, Madras.

Enclosures:

No. 65-Mis/L.O. dated 3rd May 1949.

Sir,

Sub: Government Press - Establishment - Training
of Lino Operators - Form of agreement -
Approval.



With reference to para 3 of G.O.No.Ms.618 Edn., dated 8-3-1949, I am forwarding herewith for approval before final adoption, a copy of the agreement to be executed by the selected permanent Compositors to be trained as Lino Operators, suitably amended in consultation with the Government Solicitor. The words "or any piece work pay" in para 7 of the agreement will be deleted as the piece work system of payment is no longer in vogue.

As

8
22
As the period of training will be treated as one of non-productive duty, the pay and allowances to be allowed to the selected trainees during training, has been fixed in the agreement keeping in view of the term of F.R. 20. This may be communicated to the Accountant-General, Madras through Finance Department as requested by him in his No. T2A. S&P/1157 dated 9-4-1949, copy forwarded to me for remarks with Government Endt. No. 28759 G2/49-1 Edn., dated 20th April, 1949.

RGM.

LME.

R. L. Digne
5.5.49
Superintendent.

9
MEMORANDUM OF AGREEMENT ^{entered into} [executed] this _____ day
of _____ One thousand nine hundred and _____ BETWEEN
HIS EXCELLENCY THE GOVERNOR OF MADRAS [hereinafter referred
to as "the Governor" which expression shall where the context
permits include his successors in office and assigns] of the
one part and _____ son
of _____ residing at
(hereinafter referred to as "the
Trainee" which expression shall where the context permits
include his heirs, executors, administrators, legal
representatives and assigns) of the other part:

WITNESSETH that it has been agreed by and between
the parties hereto as follows:-

(Government of Madras (hereinafter referred to as the Government))

1. The Governor shall have the Trainee trained as
a linotype operator in the linotype department of the Govern-
ment Press, Madras (hereinafter referred to as "the Press")
under the supervision of the Superintendent of the Press
(hereinafter referred to as "the Superintendent") and the
Trainee shall well and faithfully pursue his course of training
as a linotype operator in the press for a period of six weeks
in order to qualify ^{himself} as a linotype operator.

2. On completion of the said training the Trainee
shall, if considered suitable by the Superintendent, serve the
Government (of Madras) in the Press as linotype operator for a
period of not less than three years and during the whole of
that period shall diligently and efficiently do all acts
and discharge all duties which may be required to be done or
discharged by him in his capacity as a linotype operator. The
Governor ^{may} however, shall not be bound to employ the Trainee
in the Press on completion of the said training or for the
entire ^(aforesaid) said period of three years.

3. As

3. As security for the due performance of his covenants under this agreement, the Trainee shall deposit in advance in the Post Office Savings Bank at Mint Buildings, Madras, a sum of Rupees one hundred ^{only} (Rs 100/-) in the name of the Superintendent and shall deliver to the Superintendent the ~~relative~~ Savings Bank Book or alternatively the Trainee shall deposit a sum of Rupees One hundred ^{only} (Rs 100/-) in the name of the Superintendent in any of the Central Co-operative Banks approved by the Registrar of Co-operative Societies, Madras and shall deliver to the Superintendent the relative Pass Book. The Trainee shall also hand over to the Superintendent a written undertaking accepting liability for all risks of loss in respect of the said deposit. The said deposit with interest, if any, accrued thereon shall be repaid to the Trainee by the Superintendent ~~on the due termination of his services~~ if he shall have duly performed all his obligation hereunder to the satisfaction of the Superintendent whose decision as to such performance shall be final and not open to question in any manner.

on the expiry of the period of training or where the Trainee is continued in service on the expiry of three years' service

See notes

4. During his training in the Press, the Trainee shall be instructed in all matters relating to the work of a linotype Operator and the Superintendent shall be responsible for his training but, if the Superintendent considers that the Trainee's rate of progress is below average for any reason not attributable to anyone other than the Trainee, the Trainee's training shall forthwith cease and he shall be discharged from his appointment and obligations hereunder and the said security deposit shall be refunded to him but he shall have no claim against the Governor ^{ment} or any officer of the Government of Madras in respect of his discharge or otherwise.

5. The Governor ^{ment} shall, during the said period of training, pay the Trainee a net monthly sum equal to that which for the time being is the average ^{of the scale of the pay and all allowances} pay of compositors employed in the Press or the same ^{at} sum which, ^{was} up to the commencement of his training hereunder, the Trainee shall have been earning in his employment in

See notes

B

in the Press, ~~whichever~~ sum shall be the larger. If the Trainee shall pass the preliminary test at the end of ~~his~~ ^{the} said period of training and be considered suitable for employment as a linotype operator in the Press, the Governor ^{ment} shall pay him the same rate of pay until the Trainee's general efficiency and speed in the performance of his work as a linotype operator shall, in the opinion of the Superintendent, warrant that his pay be increased to the rate prescribed for linotype operators under Rule 30 of the Fundamental Rules ~~of the Press~~ and not otherwise. Such remuneration ^{pay} shall be paid to the Trainee monthly ~~in arrears~~ on the last day of each calendar month of training or service and proportionately for any part of a month. In any event, ~~if~~ the Trainee shall always be subject to the rules relating to probation and confirmation and other rules of the Madras Government Press Subordinate Service as amended from time to time.

6. The Trainee shall bear the cost of any repairs and/or replacements whatsoever to any of the machines of the Press if such repairs and/or replacements are occasioned by the Trainee's neglect or carelessness or by his operating any such machine without the authority of the Superintendent.

7. Notwithstanding anything hereinbefore contained, the Governor ^{ment} or the Superintendent shall be entitled to terminate the training or service of the Trainee ^(after completion of the training) at any time without notice or compensation in lieu thereof and without any liability for payment of any further remuneration or any compensation ~~or any piece work pay~~ or otherwise and to hold the Trainee's deposit of Rupees one hundred ^{only} (Rs 100/-) as forfeited in the event of any misconduct of the Trainee by act or

in the linotype department

Ap 701

12
-2- -4-

or omission or if the Trainee shall become unable to perform his normal duties owing to illness or injury occasioned by his own neglect or misconduct and the decision of the Superintendent shall be final and not open to question in any manner.

IN WITNESS WHEREOF

the Superintendent, Government Press, Madras, acting for and on behalf and by the order and direction of His Excellency the Governor of Madras, and the Trainee, have hereunder subscribed their respective signatures. ~~the day month and year first above written.~~ See notes

SIGNED AND DELIVERED by the
abovenamed in the
presence of

SIGNED AND DELIVERED by the
abovenamed
in the presence
of:

Office of the Accountant General, Madras.
No. T.2.A.S & P.133. dated 24-5-1949. 13

To The Secretary to Government,
Education & Public Health Dept.,
40361 Fort St. George,
Madras-9. 8

Sub:- Government Press - Establishment - Training of Lino Type Operators - Pay and Allowances during the period of training.

Ref:- G.O. Ms.618.Edn. dated 8-3-49 and this Office letter No. T.2.A.S & P.1157 dated the 8th April 1949.

A reference is invited to this office letter No. T.2.A.S & P.1157 dated the 8th April 1949 on the subject indicated above and it is requested that a reply thereto may kindly be sent at an early date.

M. P. Mudaliar
Assistant Accounts Officer.

RJS.

Sir,
Sub: Government Press - Establishment - Training of
Lino Operators - Form of agreement - approval.
Ref: My letter No. 65-Mis/L.O., dated 3-5-1949.

R. L. Dine
Superintendent.
7/7/44

Sub: Govt. Press - Establishment - Training
of Lino. type operators - Form of agreement.
Read: G.O. 618 Edn of 8.3.49.
Ref: Form the S.G.P. No. 65 Mns / L.O. 8.3.49

378
125
+ 11 cb
+ 7 cb

ORDER (Ms) No. 2235 Edn of 12.7.49
after the draft
The Govt. accept the form of

for agreement, as annexed to these proceedings, for execution
by the permanent compositors, selected to for training
as Lino. operators.

10
~~The Govt. have accept to pay the trainee
only the pay and allowances he was drawing earning at
the commencement of the training~~

Annexure:

H.E. pp. 9-12 of. as amended.

2
Due S.G.P. / 9.7.49
A.G. the Finance. 9.7.49
2 Sec. 9.7.49

MS
11/7/49

10 11/7

ESP.H(C2)

Subm Govt Press Estt - Training of Linotype Operators - Form of Agreement.

© Read again: G.O. no 618 Edn. d 8.3.49

Ref From the Legal, 65 No/L.O. d 3.5.49.

p 11 of ©

W.v.C. para 3 of G.O. no 618 Edn.

d 8.3.49, the S.G.P. has forwarded a copy of the agreement to be executed by the selected permanent Compositors to be trained as Linotype-operators, amended suitably in consultation with the Govt. Solicitor.

Legal may see for remarks.

(over with refer. to A up 2 cr with the issue in return for legal)



CSR.
10.5.49.

JD
11/5/49

12/5/49

Legal

*
ESP.H.U.O. 28759.
34843 C2/49

12/5/49

Legal Department

A on page 10 c.f. The intention presumably is that the deposit should be refunded to the trainee on the expiry of the period of training or if he is serving as linotype operator, on the expiry of the three years of such service. If this is correct, for the words "on the due termination of his services", the following may be substituted:-

"on the expiry of the period of training where the trainee is continued in service on the expiry of three years' service".

B on page 10 c.f. The words "average pay of compositors employed in the Press" are not clear. If the average of the scale of pay of compositors is meant, those words may be altered into "average of the scale of pay of compositors".

It is presumed that "up to the commencement of his

training hereunder" is a mistake for "at the commencement of his training hereunder".

C on page 11 c.f. The necessity for the words "of the Press" after the words "Fundamental Rules" is not clear. The words may perhaps be omitted.

The other alterations indicated in red ink on the draft agreement may also be made. The words "the day, month and year first above written" should be omitted if both the parties cannot execute the agreement on the same day.



Legal U.O. 6064/49.1

19/5/49

Handwritten notes and signatures on the right page, including "Please see the note in legal on 14.2.3" and "The average pay of compositors employed in the Press" are not clear. If the average of the scale of pay of compositors is meant, those words may be altered into "average of the scale of pay of compositors".



E.P.H. V.O. 28759 C/49-3
6649

Handwritten signature and date: 11/6/49

Handwritten signature and date: 11/6/49

Handwritten signature and date: 11/6/49

Finance (C.S.R)

The position set out by Legal at Y

2. Please see Legal's note at Y on p.2

above and E.&P.H.'s remarks thereon at M on p.3

above. It is submitted that E.&P.H. have misread the amendment suggested by Legal viz. "average of the scale of pay of compositors" as "average scale of pay of compositors". The amendment suggested by Legal, which has been carried out in pencil at E on 10 C.F., appears to read all right. Finance may therefore advise that Legal's amendment at Y on p.2 above may be accepted.

This EWS

M on p.3 above

The expression "average

pay of Compositors" employed

in the Print ~~is not precise~~

is not precise. Evidently

what is meant is the average

of the ~~scale~~ of pay of Compositors.

It is not clear why

a compositor placed on training

should get the average

when he was earning at the

Commencement of the training, which is

larger. The S. G. 1's statement

at X on p.8 of is too laconic

and gives no justification for the

Conclusion. A compositor may be

in the lower steps of the scale

and be deputised for the training should

he be on an occasion to

give him increased pay. The

pay is at times he was earning

at the Commencement of the training may

be added for the period of the training

47892



21.6.49

See 1037515 sent 22.6.49 J. J. J. J. J.

Please see the note of Finance on p.4 ante. The suggestion at Z on p.4 ante may be accepted. Necessary alterations to the draft agreement have been made. The amendments suggested by Legal on pp.2-3 ante have also been incorporated in the draft agreement.

2 A draft order accepting the form of agreement is submitted for approval.

9.7.49

11/7/49

11/7

13

