

The Cine-Workers And Cinema Theatre Workers (Regulation Of Employment) Rules, 1984

UNION OF INDIA

India

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Rule

THE-CINE-WORKERS-AND-CINEMA-THEATRE-WORKERS-REGULATION of 1984

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366.

In exercise of the powers conferred by section 23 read with section 3 of the Cine-Workers and Cinema Theatre Workers (Regulation of Employment) Act, 1981 (50 of 1981), the Central Government hereby makes the following rules, namely:-

Chapter I

Preliminary

1. Short title and commencement .-(1) These rules may be called The Cine-Workers and Cinema Theatre Workers (Regulation of Employment) Rules, 1984.

(2) They shall come into force on 1st day of October, 1984.

2. Definitions .-In these rules, unless the context otherwise requires,-

(1)"Act" means the Cine-Workers and Cinema Theatre Workers (Regulation of Employment) Act, 1981 (50 of 1981);(2)"tribunal" means a Cine-Workers tribunal constituted under section 7 of the Act;(3)"Forms" means a Form appended to these rules;(4)"section" means a section of the Act;(5)"leave" means earned leave, medical leave, casual leave, maternity leave;(6)"leave not due" means leave which is not due to the Cine-Worker but which may be granted to him in anticipation of it being earned subsequently;(7)"quarantine leave" means leave of absence from duty by reason of the presence of an infectious disease in the family or household of a Cine-Worker;(8)"study leave" means leave granted to a Cine-Worker to enable him to undergo any special course of training which may be of use to him in his career.

Chapter II

3. Form of agreement under section 3.-Agreement as envisaged in section 3 of the Act shall be as in Form "A".

Chapter III

Procedure For Reference Of Disputes To A Conciliation Officer Or A Tribunal

4. Applications .-An application under section 4 or section 7 for the reference of a dispute to a conciliation officer or a tribunal shall be made in Form "B" and shall be delivered personally or forwarded by registered post to the Secretary to the Government of India in the [Ministry of Labour] in triplicate. The application shall be accompanied by a statement setting forth the following information:-

(a)Name of the parties to the dispute;(b)the specific matters in dispute;(c)the total number of Cine-Workers employed in the establishment affected;(d)an estimate of the number of Cine-Workers affected or likely to be affected by the dispute; and(e)the efforts made by the parties themselves to adjust the dispute.

5. Attestation of application .-The application and the statement accompanying it shall be signed-

(a)in the case of a producer, by the producer himself;(b)in the case of Cine-Workers, either by the president and secretary of a trade union of the Cine-Workers or by five representatives of the Cine-Workers duly authorised in this behalf at a meeting of the Cine-Workers held for the purpose.(c)in the case of an individual Cine-Worker, by the Cine-Worker himself or by any officer of the trade union of which he is a member or by another Cine-Worker in the same establishment duly

authorised by him in this behalf provided that such Cine-Worker is not a member of a different trade union.

Chapter IV

Powers, Procedures And Duties Of The Conciliation Officer And The Tribunals

6. Conciliation officers .-(1) The conciliation officer on receipt of notice of the strike or lockout, shall forthwith arrange to interview both the producer and the Cine-Workers concerned with the dispute at such place and time as he may deem fit and shall endeavour to bring about a settlement of the dispute in question.

(2) Where the conciliation officer receives any information about an existing or apprehended disputes and he considers it necessary to intervene in the dispute, he shall give formal information in writing to the parties concerned declaring his intention to commence conciliation proceedings with effect from such date as may be specified therein.

7. Parties to submit statement .-The producers or the party representing Cine-Workers or in the case of the individual Cine-Worker, the Cine-Worker himself involved in a dispute, shall forward a statement setting forthwith the specific matter in the dispute to the conciliation officer concerned, whenever his intervention in the dispute is required.

8. The conciliation officer for resolving the dispute may hold a meeting of the representatives of both parties jointly or of each party separately.

9. The conciliation officer shall conduct proceeding expeditiously and in such manner as he may deem fit.

10. Proceeding before the Tribunal .-(1) Where the Central Government refers any dispute for adjudication to a Tribunal within two weeks of the date of receipt of the order of reference, the party representing workmen or in the case of individual workman, the workman himself and the producer involved in the dispute shall file with the Tribunal a statement of demands relating to the issues as are included in the order of reference and shall also forward a copy of such statement to each one of the opposite parties involved in the said dispute:

Provided that where the Tribunal considers it necessary, it may, -(a) extend the time limit for filing of such statement; (b) reduce the time limit for filing of such statement to one week in emergent cases for reasons to be recorded in writing; (c) where both the parties agree, reduce the time limit for filing of each statement as per agreement; (d) where both the parties agree, dispense with the requirement of filing such statement altogether; (e) allow at any stage of the proceeding; amendments to such statement to the extent as may be necessary for the purpose of determining the real issues included in the order of reference. (2) Within two weeks of the receipt of the statement under sub-rule (1), the opposite party shall file its rejoinder with the Tribunal and simultaneously forward a copy thereof to the other party: - Provided that such rejoinder shall relate only to such of the issues as are included in the order of reference: - Provided further that where the Tribunal considers it necessary it may, -(a) extend the time limit for filing of such rejoinder; (b) reduce the time limit for filing of such rejoinder to one week in emergent cases for reasons to be recorded in writing; (c) where both the parties agree, reduce the time limit for filing of such rejoinder as per agreement; (d) where both the parties agree; dispense with the requirement of filing such rejoinder altogether; (e) allow at any stage of the proceedings amendments to such rejoinder to the extent as may be necessary for the purpose of determining the real issues included in the order of reference. (3) The tribunal shall ordinarily fix the date for the first hearing of the dispute within 6 weeks of the date on which it was referred for adjudication: Provided that the Tribunal may, for reasons to be recorded in writing, fix a later date for the first hearing of the dispute. (4) The hearing shall ordinarily be continued from day-to-day and arguments shall follow immediately after the closing of evidence. (5) The Tribunal shall ordinarily not grant any adjournment for a period exceeding a week at a time, not more than three adjournments in all at the instance of any one of the parties to the dispute: Provided that the Tribunal for reasons to be recorded in writing grant an adjournment exceeding a week or more than 3 adjournments at the instance of any one of the parties to the dispute; Provided further that the producer should deposit the disputed amount with the Tribunal pending finalisation of the dispute. (6) The Tribunal shall make a memorandum of the substance of evidence of each witness: Provided that the Tribunal may follow the procedure laid down in rule 5 of Order XVIII of the First Schedule to the Code of Civil Procedure, 1908 (5 of 1908), if it considers necessary so to do in view of the nature of the particular dispute pending before it.

11. Place and time of hearing .-Subject to the provisions contained in rules 6 and 7, the sittings of the Conciliation Officer and the tribunal shall be held at such times and places as the presiding officer may fix and Conciliation Officer or the presiding officer as the case may be, shall inform the parties of the same in such manner as he think fit.

12. Evidence .-The tribunal may accept, admit or call for evidence at any stage of the proceedings before it and in such manner as it may think fit.

13. A tribunal may grant to any party to any proceedings before it, such interim or other reliefs (whether subject to any conditions or not), including stay of any order, issue of any injunction or direction in regard to payment of

wages or other amounts payable under the agreement referred to in section 3, setting aside any unilateral termination of contract or the dismissal of a worker or reinstating a worker, as it deems just and proper in the circumstances of the case:

Provided that the tribunal shall not grant any such interim relief unless all the parties to the proceeding have been served with a notice on the application for such interim relief and have been given a reasonable opportunity of being heard: Provided further that the Tribunal may, having regard to the nature of the interim relief sought and the circumstances of the case, pass appropriate orders granting such interim relief as it deems just and proper in the circumstances of the case before the notice referred to in the proceeding proviso is served on the parties to the proceeding: Provided also that where the Tribunal makes any order under the proviso immediately proceeding, it shall record the reasons for making the order before complying with the requirements specified in the first proviso.

14. The summons .-The summons issued by a tribunal shall be in Form "C" and may require any person to produce before it any books, papers or other documents and things in the possession of or under the control of such person in any way relating to the matter under investigation or adjudication by the tribunal which the tribunal thinks necessary for the purpose of such investigation or adjudication.

15. Service of summons or notice .-Subject to the provision contained in rule 18, any notice, summons, process or order issued by a tribunal shall be served either personally or by post. In the event of refusal by the party concerned to accept the said notice, summons, process or order, the same shall be sent by registered post.

16. Description of parties in certain cases .-Where in any proceeding before a tribunal, there are numerous persons arrayed on any side, such persons shall be described as follows:-

(1) all such persons as are members of any trade union or association shall be described by the name of such trade union or association; and (2) all such persons as are not member of any trade union or association shall be described in such manner as the tribunal may determine.

17. Manner of service in the case of numerous persons as parties to dispute .-(1) Where there are numerous persons as parties to any proceedings before a tribunal and such persons are members of any trade union or association, the service of notice on the secretary or where there is no secretary, on the

principal officer of the trade union or association shall be done deemed to be service on such persons.

(2)Where there are numerous persons as parties to any proceedings before a tribunal and such persons are not members of any trade union or association, the tribunal shall where personal service is not practicable, cause the service of any notice to be made by affixing the same at or near the main entrance of the establishment concerned.(3)A notice served in the manner specified in sub-rule (2) shall also be considered as sufficient service in the case of such workman who cannot be ascertained and found.

18. Procedure at the first sitting .-At the first sitting of a tribunal, the presiding officer shall call upon the parties in such order as he may think fit to state their case.

19. Tribunal may proceed ex parte .-If without sufficient cause being shown, any party to proceedings before a Tribunal fails to attend or to be represented, the Tribunal may proceed as if the party had duly attended or had been represented.

20. A Conciliation officer or a Tribunal may enter in any premises in occupation of the party to the dispute after giving a reasonable notice to the party concerned for the purpose of making enquiries under this Act.

21. Power of Tribunals .-Every Tribunal shall have the same powers as are vested in a civil Court under the Code of Civil Procedure, 1908 (5 of 1908) when trying a suit, in respect of the following matters, namely:-

(a)enforcing the attendance of any person and examining him on oath;(b)compelling the production of documents and material objects;(c)issuing commissions for the examination of witnesses;(d)discovery and inspection;(e)power of order-any point to be proved by affidavit.

22. Appointment of Assessors .-For any proceedings before the Tribunal, the Assessors may be appointed under sub-section (4) of section 7 of the Act, to advise the Tribunal.

23. The tribunal shall have power to award damages in and the cost of an incidental to any proceeding before it.

FORM A(See Rule 3)This agreement is made on this of20..... between Messers having office at (a sole proprietary concern/a firm

registered under the Partnership Act, 1932/a Company incorporated and registered under the Companies Act, 1956) (hereinafter referred to as the "Producer") on the first part and Shri/Smt/Kum son/daughter/wife of Shri residing at (hereinafter referred to as the "Cine Worker") on the second part. The terms 'Producer' and 'Cine Worker' shall include their heirs, successors, administrators and legal representatives:Whereas the Producer is engaged in the Production of a talkie film, his production No. tentatively titled as in..... language in 35 mm/16mm/70mm gauge/Cinemascope, in colour/black and white :Whereas the said producer is desirous to engage the Cine Worker in the capacity of a in the aforesaid film and the Cine Worker accepts the same :Now, therefore this agreement is made as follows:

- 1. That both the parties agree that the duration of this agreement shall be from the date hereof till the completion of the film and this period shall not exceed consecutive months.**
- 2. That the cine-worker agrees to attend studio, location or work place, as the case may be, subject to the requirement of his previous engagement and on his confirmation, to his respective job punctually as and when he shall be required by a written intimation by the Producer or the person duly authorised by him in writing.**
- 3. That inconsideration of the Cine-Workers' services, as aforesaid, the Producer agrees to pay and the Cine Worker agrees to receive a sum of Rs. (Rupees) payable as advance on signing of this agreement and the balance of Rs.payable in equal installments.**
- 4. That in the event of the film being not complete within the stipulated period and the Producer still needing the services of the Cine Worker to complete the film, the producer agrees to pay and the Cine Worker agrees to receive additional remuneration on pro-rata basis, payable in the same manner as stated in Clause 3 above, till the completion of the film.**
- 5. That in case the assignment of the Cine worker is completed earlier than the period stipulated in Clauses 1 and 4 above, the producer shall settle the account of the Cine Worker and pay the remaining balance of the agreement amount in full before the commencement of re-recording work/censor of the film, whichever is earlier.**

6. It is agreed by the Producer that for the purposes of this agreement,

(a)a working day shall mean a period not exceeding eight consecutive hours (to include one hours' break for rest and refreshments) ;(b)a working week shall mean a six-day week from Monday to Saturday, both inclusive, and the Cine Worker is not liable to work on Sundays and Public Holidays ;(c)the cine worker shall not be required to work for more than five consecutive hours without a break ; and(d)a period of not less than twelve hours shall elapse between the Cine-Worker's release from the studio/location/work-place and the next succeeding call.

7. That the Cine Worker shall, if so required,-

(a)attend the studios, location or work-place, as the case may be, earlier than the a scheduled time of the shift, for preparatory work, and in that case, he/she shall be paid by the Producer extra wages at the rate of Rs.per hour or part thereof for such early attendance.(b)continue to work beyond the working day, with one hour break and in that case, he/she shall be paid by the Producer extra wages at the rate of Rs. for the work during the extended hours and refreshments, and transport facilities.

8. That the Producer shall provide transport and food or pay travelling allowances to and fro to report to duty and food allowance while on duty as are customary or fixed by bilateral arrangements between the Producer's and Cine Worker's representative organisations.

9. That the Producer shall also pay for all travelling and accommodation expenses, fares, cost of food and such other allowances as are customary when the Cine Worker is required to work on location outdoors.

10. That the Producer shall get the Cine Worker insured for any injury or damage to his/her person including death caused by accident arising out of or in the course of his/her employment and/or during the period of his/her assignment under this agreement.

11. That where the Producer is prevented from proceeding with the production of the film by reason of fire, riot, natural calamity, order of the public authority or any other reason beyond his control :-

(a)he shall be entitled to suspend the operation of this agreement during the period of suspension of production in case the production is suspended. The producer shall serve notice in writing of such suspension on the Cine Worker and shall pay all his/her dues up to the date of service of such notice. Upon resumption of work on the film, this agreement shall revive and shall remain valid for the period stipulated in Clause I excluding the period of suspension therefrom ; or(b)he shall be

entitled to terminate this agreement as from the cessation of production, in case the production ceases completely. The producer shall serve a notice in writing of such cessation on the Cine-Worker and make payment of all the amount due to the Cine Worker at the time of termination.

12. That in case if the Producer desires to terminate this agreement before the expiry of its term for reasons other than misconduct in relation to performance of the Cine Worker's duties or of his/her unwillingness to perform the services required under this agreement, the producer shall be entitled to do so only upon payment of the balance of the stipulated amount of the agreement. Only after such payment to the Cine Worker, the Producer shall be titled to employ another Cine Worker in his/her place.

13. That the Producer shall have the right to terminate this agreement on ground of misconduct on the part of the Cine-worker in relation to performance of his/her duties or his/her unwillingness to perform the service required under the agreement, upon payment to the Cine-worker of the amount due at the time of termination, calculated taking into consideration the Cine-worker's total work in the film and the work he/she has completed till the date of termination of this agreement. Termination under this clause shall not be made unless the charges of the Producer against the Cine-worker are proved before a forum comprising equal number of representatives of the Producers' Organisation and the Cine-workers' Organisation to which the Producer and the Cine-worker respectively may belong. The decision of the forum shall be binding on both the parties. The producer can engage another cine-worker for the job towards this agreement only after the forum has given a decision in favour of such termination and the cine-worker has been paid all his dues.

14. That in case of premature termination of this agreement, it shall be the option of the Producer whether or not to retain the work of the Cine worker in the film and at the same time, it shall be option of the cine-worker whether or not to allow his/her name to go on the credit titles of the film.

15. That the Producer shall have the right to decide the manner of representing the Cine Worker's personality on the screen, his/her clothes, make-up and hair-style and the Cine Worker shall fully and willingly comply with the direction of the Producer in this regard, provided that the requirements of the Producer in this respect have been notified to the Cine

Worker and accepted by him/her.

16. That the Cine Worker agrees that he/she shall render his/her services to the best of his/her ability in such manner as the Producer or, at his instance, the Director of the film may direct and shall comply with all reasonable instructions that he may give for the production of the film.

17. That the Cine-worker shall comply with all the regulations of the studio, location or work place as the case may be.

18. That the Producer shall not without the consent in writing of the Cine-Worker, assign or transfer the benefit of this agreement to any other person.

19. That the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 shall be applicable to this agreement.

20. That the Producer shall not utilise the work of the Cine-worker in any film, other than the film under this agreement, without prior permission of the cine-worker.

The parties have put their hands to this agreement on the date, month and year said above in the presence of each other and in the presence of the witnesses.

1. Witness Producer

Name

Address

2. Witness Cine Worker

Name

Address

FORM B(See Rule 4)Form Of Application For Reference Of A Dispute To A Conviliation Officer/tribunal Under Section 4 Or Section 7 Of The Cine-Workers And Cinema Theatre Workers (Regulation And Employment) Act, 1981FORM B(See Rule 4)Form Of Application For Reference Of A Dispute To A Conviliation Officer/tribunal Under Section 4 Or Section 7 Of The Cine-Workers And Cinema Theatre Workers (Regulation And Employment) Act, 1981Whereas a dispute is apprehended between exists between.....and and it is expedient that the matters specified in the enclosed statement which are connected/the dispute investigation and settlement relevant to the disputeshould be referred for adjudication by a Conciliation Officer Tribunal.....an application is hereby made under Section 4 or 7 of the Cine-workers and Cinema Theatre Workers (Regulation of Employment) Act, 1981 that the said

matters should be said dispute referred to a Conciliation Officer, Tribunal. This application is made by the undersigned who has been duly authorised to do so by virtue of a resolution (copy enclosed) adopted by a majority of the members present at a meeting of the..... held on the20..... A statement giving the particulars required under Rule 4 of the Cine-Workers and Cinema Theatre Workers (Regulation of Employment) Rules, 1984 is enclosed. Signature of employer..... or agent..... or Signature of the President of the Trade Union Secretary to the Trade union or Signature of five representatives duly authorised (vide resolution enclosed)..... * or Signature of the Cine-Worker(s) or Signature of the Cine-Worker in the same establishment duly authorised (vide authorisation enclosed)..... To, The Secretary to the Government of India, [Ministry of Labour], New Delhi. Statement required under Rule 4 of the Cine-Workers and Cinema Theatre Workers (Regulation of Employment) Rules, 1984; (a) Parties to the dispute including the name and address of the establishment involved. (b) Specific matters in dispute. (c) Total number of cine-workers employed in the establishment affected. (d) Estimated number of cine-workers affected or likely to be affected by the dispute (e) Efforts made by the parties themselves to adjust the dispute. FORM C (See Rule 14) Whereas a dispute between and for investigation and settlement has been referred to this Tribunal for adjudication under section 7 of the Cine-workers and Cinema Theatre Workers (Regulation of Employment) Act, 1981, you are hereby summoned to appear before the Tribunal in person on the day of at o'clock in the noon to answer all material questions relating to the said dispute and you are directed to produce on that day all the books, papers and other documents and things in your possession or under your control in any way to the matter under investigation by this Tribunal. Presiding Officer, Tribunal. Dated.....