

1946-47

44-630

G. PHOTOS -

Microfilm

630

CONTRACT

between

Mr. G. Panos.....Manager. System.....Theatre

and

Montreal Moving Picture  
Projectionists' Union ...Local No. 262...of the International Alliance

of Theatrical Stage Employes and Moving Picture

Machine Operators

of the United States and Canada

Effective from April 1.....1948..to March....31....1949.

ENDORSED BY

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYES AND  
MOVING PICTURE MACHINE OPERATORS OF THE  
UNITED STATES AND CANADA.

On date.of.....19.....

By.....

Microfilm

19/1827

CONTRACT

This Agreement, made this I day of April....1948 by  
 and between Mr. G. Panos.....Manager of the System.....  
 Theatre, hereinafter referred to as the party of the first part of Montreal,  
 .....city, ~~state~~ of Province of Quebec.....and Montreal  
 Moving Picture Projectionists ' Union..Local No 262 of International Alliance  
 of Theatrical Stage Employes and Moving Picture Machine Operators of the  
 United States and Canada, hereinafter referred to as the party of the second  
 part,

WITNESSETH : (1) The party of the first part agrees to employ only ( stage employes  
 ( moving picture  
 ( machine operators  
 supplied by the party of the second part.

(2) The party of the first part agrees to pay to the men so furnished  
 by the party of the second part not less than following schedule of prices for  
 the work performed :

|  | Per week | Per performance                          | Per Hour |
|--|----------|--|----------|
| Carpenter _____  | \$ _____ | \$ _____                                 | \$ _____ |
| Propertyman _____  | _____    | _____                                    | _____    |
| Electrician _____  | _____    | _____                                    | _____    |
| Moving Picture Machine Operator _____  | _____    | _____                                    | _____    |
| Assistant Moving Picture<br>Machine Operator _____   | _____    | _____                                    | _____    |
| Head Flyman _____  | _____    | _____                                    | _____    |
| Grips _____  | _____    | _____                                    | _____    |
| Extra Flymen _____   | _____    | _____                                    | _____    |
| Lamp Operators _____   | _____    | _____                                    | _____    |
| Assistant Propertymen _____  | _____    | _____                                    | _____    |
| Assistant Electricians _____   | _____    | _____                                    | _____    |
| All extra work, per hour \$ _____  |          |  |          |
| Day Work, such as preparing the theatre for opening, per day of not more than eight<br>hours : |          |  |          |
| Carpenter _____ \$ _____   |          | Moving Picture Machine Operator \$ _____ |          |
| Propertyman _____ \$ _____   |          | All others _____ \$ _____                |          |
| Electrician _____ \$ _____   |          |  |          |

(3) The party of the first part agrees that when desiring to dispose of the  
 services of a member of the party of the second part who is employed on weekly salary  
 he will give such member two weeks' notice or pay two weeks' salary in lieu thereof  
 (except in case of drunkenness or dishonesty, in which case no notice shall be required).

(4) The party of the first part shall have the right to make such rules and  
 regulations as may be deemed necessary for the conduct and management of the per-  
 formances and working conditions, and the party of the second part agrees that its  
 members shall obey all rules and directions of any authorized representative of the

party of the first part insofar as they do not conflict with the terms of this contract, with the By-Laws and Working Rules now in force of the party of the second part, or with the rules and regulations of the International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the United States and Canada.

(5) The party of the second part agrees to furnish competent men to perform work as required by the party of the first part under the provisions of this contract.

(6) The party of the second part agrees that such of its members as are employed by the week shall give the party of the first part two weeks' notice in case they desire to leave the employment of the party of the first part (except in case of non-payment of salaries when due, which shall be sufficient cause for immediate cancellation of relations ).

(7) As the party of the second part is a member of the International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the United States and Canada, nothing in this contract shall ever be construed to interfere with any obligation the party of the second part owes to such international Alliance by reason of a prior obligation.

It is further mutually agreed :

(8) Any projectionist required to do work other than Operating a Moving Picture Machine or the caring for "minor mechanisms " must be paid extra at the prevailing rate. By "minor mechanisms " we mean that Projectionists must endeavour to prevent accidents occurring to motors or fans, provided they are located within the Projection Room or otherwise directly connected with or a part of his Moving Picture Equipment ; also all electrical equipment pertaining to his machine, so far as possible, Provided that in so doing he is not trespassing on or violating rules of any other local.

(9) Any difference between Manager and Projectionist must be immediately reported to the Business Agent of the Local for adjustment. Also the Projectionist must continue to work until such matter has been adjusted. Any Projectionist neglecting to report within 48 hours will be fined or suspended.

(10) It is further understood and agreed that the party of the first part, or his manager, will recognize the following hours, as set forth to be regular working hours, and payable at the hereinafter set forth rates.

(11) The normal work week shall consist of 40 hours per week divided among 6 consecutive working days. There shall be 1 day rest after 6 consecutive working days.

(12) The salary shall be \$40.00 per week.

(13) Overtime shall be paid after 40 hours per week at the rate of \$2.00 per hour.

(14) Screenings and rehearsals shall be paid for at the pro rata overtime rate from the time called for.

(15) Rates of wages and overtime rates shall be minimum wages and rates. Wages shall be paid weekly and in full.

(16) This contract to be in force in all Theatres operated by or to be operated by the party of the first part, within the jurisdiction of local 262.

(17) Where the party of the first part sublets or loans his Theatre, the party of the second part, will hold the party of the first part responsible for the payment for all work performed by the party of the second part.

(18) It is also agreed that unless the party of the first part of the party of the second part give notice of cancellation 30 days previous to the expiration of this contract, same shall be in force for the ensuing year.

(19) With a change of policy, a change of contract may be negotiated.

(20) Only apprentices recognized by this Union are to be allowed in the Projection Room.

(21) Each Projectionist covered by this contract will be granted 2 weeks vacation with pay annually.

(22) Revivals shall be included in the 40 hour working week.

(23) The Projectionist will not be responsible for the carrying of film to or from the Projection Room.

(24) Inspection, repair, or other work on any equipment shall be performed in the Booth without the presence of an Operator, who shall in each instance be an employee ( other than Supervisor ) of the Theatre in which work is performed that is not inconsistent with conditions hereto for prevailing. All Projection and other Booth Equipment shall be manned only by Projectionists of this Union.

This contract to be in force and binding from the....1 day.....  
of April....1948. to the 31 day of March...1949.

(Signed) ( SYSTEM THEATRE OPERATING CO. LTD

( George Panos

Signed) ( Party of the First Part

( Walter Hoffman

( Chrs. Galarneau

( Party of the Second Part.

(LOCAL SEAL)