

WORK PERMIT APPLICATION FOR NON-CANADIANS

I hereby apply for a work permit from the DGC Ontario (the "District Council") subject to the terms below and of the 2010 – 2012 DGC/CMPA Standard Agreement to which the District Council is a party (the "Collective Agreement"). I hereby of my own free will authorize, designate, and choose the District Council to negotiate, bargain collectively for minimum terms and conditions of engagement, and present and discuss grievances with the Producer as my exclusive collective bargaining agent and representative.

If the District Council accepts this application, I agree to be bound by and observe the Collective Agreement, the District Council's Constitution, by-laws, working conditions, rules, regulations, orders, the trust agreement and plan rules of the Directors Guild of Canada Health and Welfare Plan Trust (the "H&W Plan") as they now exist or may hereafter be amended, and decisions of the District Council's executive board, committees, its membership and/or the Trustees (the "Trustees") of the H&W Plan. I base my application for a work permit on the following facts which I affirm to be true:

I, _____, wish to be engaged by _____ as a
(PRINT NAME OF PRODUCTION COMPANY)
 _____, on the Motion Picture currently known as and entitled:
 " _____ " on episode number(s) _____ (if applicable)
(A copy of the Applicant's resume must be attached to this Application.)

I DECLARE AND AFFIRM THAT:

- I am a member in good standing of the Directors Guild of America, Inc. (the "DGA") and request that my engagement be subject to the current DGA collective bargaining agreement; OR
- I am a member in good standing of a local in the United States of America of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada ("U.S. IATSE") and request that my engagement be subject to the current collective bargaining agreement of Local _____ (please complete) of U.S. IATSE; OR
- I am not a member in good standing of either the DGA or U.S. IATSE. and request that my engagement be subject to the terms and conditions of the 2010-2012 DGC/CMPA Standard Agreement.

I understand that the Guild may require me to present documented proof of coverage and of my membership in the DGA or U.S. IATSE. if I so elect to be engaged subject to the terms and conditions of the collective bargaining agreement of such organization. In that regard, I also understand and agree that I shall neither be subject to the grievance and arbitration procedures provided in the collective agreement of the District Council nor have recourse to the bond held by the District Council.

IN CONSIDERATION OF RECEIVING A PERMIT TO WORK, I AUTHORIZE THE FOLLOWING ACTIONS AND AGREE THAT:

- (a) The Producer will deduct from my Gross Remuneration the District Council administration charge of 2% and a permit fee of \$50.00 per day to a cap of \$200.00 per week of my engagement, plus HST, and will remit the same to the District Council weekly.
- (b) A percentage based on the applicable tier of the Production, as set forth in article ON5.07, of my Gross Remuneration, subject to article ON5.03(b) will be remitted by the Producer to the District Council for use in the District Council's discretion, but not deducted from Gross Remuneration.
- (c) Any required Producer contributions to the District Council's group retirement plan ("CEIRP") will be paid to me directly, not to DGC Ontario, as part of my Gross Remuneration.
- (d) I am not entitled to, waive all rights to, and will not receive any benefits from the CEIRP nor any health, life, dental or related benefits from the H&W Plan, and the delivery of those benefits is strictly governed by the applicable plan documents and trust agreement.
- (e) I hereby waive, release, and forever discharge any claims in respect of the H&W Plan and the CEIRP ("Claims") which I may have against the Trustees of the H&W Plan, the Directors Guild of Canada or any of its District Councils, the District Council and its Members, the Producer and the CMPA or any of the officers, directors, employees or agents of any of them.
- (f) I will not commence any legal proceedings before any court, labour board, arbitrator, administrative tribunal or other body whatsoever, in respect of Claims, monies remitted as equalization payments by the Producer, or deducted from my Gross Remuneration, which have been applied to District Council administration and permit fees or otherwise used in the District Council's discretion, and any benefits from or contributions to the H&W Plan or the CEIRP.
- (g) Should any declaration above prove to be false, the District Council may unilaterally refuse to grant me a permit or may revoke such permit without notice once granted.

DATED AT _____, THIS _____ DAY OF _____, 20 _____

PRINT NAME _____ PHONE # (INCLUDE PAGER OR CELL) _____

ADDRESS _____

SIGNATURE OF APPLICANT _____ DATE OF BIRTH _____

SIGNATURE OF PRODUCER _____

The District Council confirms that the above named person is permitted to work, at the sole discretion of the District Council on all or part of the motion picture currently known as and entitled: " _____ "

AUTHORIZED BY _____
SIGNATURE ON BEHALF OF DISTRICT COUNCIL (PRINT NAME & TITLE)