

ARTICLE 3. Union Security

(a) All employees subject to the provisions of this Agreement shall, as a condition of employment, be or become members of the Union on and after the thirtieth day following the first day of employment or the effective date of this Agreement, whichever is later.

(b) The parties hereto agree that the above union security provision shall be interpreted and enforced in accordance with and subject to the provisions of the National Labor Relations Act, as amended in 1947, or subsequent amendments thereto, or any other applicable law. In case of repeal or amendment of the Labor Management Relations Act of 1947 or in case of new legislation rendering permissible any union security to the Union greater than those specified in this Article of this Agreement, then and in such event, such provisions shall automatically be deemed substituted in lieu hereof. In such event, and if permissible under law, the Union agrees to supply adequate, competent and qualified employees for the job requirements of the Producers in the crafts and classifications covered by this Agreement and, if the Union fails to do so, the Producer may secure such employees from any source.

(c) Notwithstanding anything to the contrary contained herein, the Producer may employ or continue to employ any such employee who does not become or is not a member of the Union as above required, until: (1) the Union first gives the Producer a written notice that such then-employed employee has not become or is not then a member of the Union as above required, because of such employee's failure to tender the periodic dues and the initiation fees uniformly required as a

condition of acquiring or retaining such membership, as the case may be; and (2) such employee fails to tender to the Union such required periodic dues or initiation fees, as the case may be, within three (3) days after Producer receives such notice, in which event Producer, upon receipt of written notice by the Union requesting the discharge of such employee for non-membership, as herein provided, shall discharge said employee at the close of the shift on which such employee is working at the time Producer receives this notice.

(d) Producer agrees to inform the Union, in writing, within seven (7) days (Saturdays, Sundays and holidays excluded) from the date of employment hereafter, of the name and first date of employment of any employee subject to this Agreement. Producer shall not be deemed to be in default under this subparagraph (d) until the Union has notified the Producer in writing of a violation hereof, and the Producer has not, within three (3) days, complied with such notice.

(e) The Union agrees that it shall indemnify and save the Producer harmless from and against all liability or damages awarded or assessed against said Producer by the National Labor Relations Board, or from and against any liability or damages awarded or assessed against said Producer by any court upon appeal from any action taken by the National Labor Relations Board, when such liability or damages are sustained by reason of, or arising from, or out of the discharge by Producer of any employee subject to this Agreement for non-membership in the Union, which discharge is based upon the written notification by the Union to Producer that such employee has not become or is not then a member of the Union because of such employee's failure to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, or because of such employee's failure or refusal to complete his membership.