

## SECTION 11—NO STRIKE OR LOCKOUT

(a) During the term of this Agreement there shall be no cessation of work, whether by strike, walkout or lockout, and there shall likewise be no boycott or other interference by the Union, within the control of the Union, or with the Union's consent or approval, with the sale or distribution of any product or products sold, distributed or marketed by DiGiorgio Corporation, including products of any of said corporation's divisions or subsidiaries.

(b) If any violation of the foregoing is charged, the parties will proceed forthwith to final and binding arbitration, and in no event will either party violate the provisions of this Section during or after the arbitration. The arbitrator will be Sam Kagel, or, if he cannot so act, the arbitrator will be chosen in the manner provided in Section 37(e) hereof, but no other provision of Section 37 shall be applicable to any arbitration under this Section.

## \* \* \* SECTION 12—PICKET LINES

(a) Refusal to cross a legitimate and bona fide picket line as defined in this Section shall not be deemed a violation of this Agreement. Such a picket line is one established and maintained by a Union, acting independently of the Union party to this Agreement at or about the premises of an employer with whom it is engaged in a bona fide dispute over wages, hours or working conditions of employees of said Employer, a majority of which employees it represents as their collective bargaining agency. Collusive picket lines, jurisdictional picket lines, hot cargo picket lines, secondary boycott picket lines, and informational picket lines, demonstration picket lines are not legitimate and bona fide picket lines within the meaning of this Agreement. Any alleged violation of this provision shall proceed forthwith to final and binding arbitration as provided in Section 11 (b).

## SECTION 13—UNION SECURITY AND CHECK-OFF

(a) Employees within the bargaining unit who are members of the Union or who have authorized the Union in writing to represent them shall maintain such membership during the term of this Agreement. All employees hired after January 23, 1967, shall not later than the 10th day following commencement of their employment, become and remain members of the Union in good standing. The Union shall be the sole judge of the good standing of its members. Any of the above-mentioned employees who fail to become a member of the Union within the time limit set forth herein, or who fail to pay the required initiation fees, periodic dues and regularly authorized assessments as prescribed by the Union shall be immediately discharged upon written notice and from the Union to the Employer.

(b) All employees within the bargaining unit who are not members of the Union, shall as a condition of continued employment after January 23, 1967, pay to the Union each month a service charge as a contribution toward the administration of this Agreement. The service charge shall be in an amount equal to the Union's regular initiation fee and monthly dues.

(c) The Employer agrees to deduct said initiation fees, dues and service charges and remit the monies to the Union not later than the 15th day of the following month. Vacation pay is subject to such deduction.

(d) Union shall provide Employer with written authorization forms authorizing the above deductions, and Employer shall use its best efforts, in cooperation with Union, to assure that employees within the bargaining unit execute such authorizations. Said authorizations shall be valid for the term of this Agreement. Employer shall not be required to make any deductions from the wages of employees who have not executed authorizations, but deliberate refusal to execute such an authorization shall be reason for discharge, as above provided.

(e) The Employer agrees to furnish the Union in writing, the names of employees, addresses, Social Security numbers and type of job classifications on a quarterly basis.

## \* \* \* SECTION 14—HIRING HALL

(a) Whenever employees are needed by Employer to perform any work covered by this Agreement, Employer shall notify the Union in writing stating the number of employees needed, the type of work to be performed, the starting date of the work and the approximate duration of the job or jobs.