

**MERGER AGREEMENT BETWEEN UNITED FOOD AND
COMMERCIAL WORKERS INTERNATIONAL UNION, LOCAL NO. 1459
AND AMHERST COLLEGE COMMUNITY ADVISORS UNION**

In order to achieve greater efficiency and stability, to enhance the best interests of the membership, and to promote the general welfare, Amherst College Community Advisors Union (ACCAU) and United Food and Commercial Workers (UFCW) Local No. 1459 agree that their Unions shall merge into one Local Union on the terms and conditions set forth below.

1. UFCW Local No. 1459 and the ACCAU shall merge, effective **June 1, 2026**, and the newly merged Local Union shall be known as United Food and Commercial Workers Union, Local No. 1459.

2. UFCW Local No. 1459 shall be governed by the UFCW International Constitution, the Local Union's bylaws, attached as Appendix A, and this merger agreement. During the period ending **December 31, 2026**, in the event of any conflict between any provision of the International Constitution or the Local Union's bylaws and any of the terms of this merger agreement, the terms of this merger agreement shall govern.

3. From **June 1, 2026**, until **December 31, 2026**, the officers of the newly merged Local Union shall be as follows:

President	Jeff Jones, UFCW Local No. 1459
Secretary-Treasurer	Matthew Szulborski, UFCW Local No. 1459
Recorder	Susan Seitz, UFCW Local No. 1459
Vice Presidents	Panayota Stafilarakis, UFCW Local No. 1459 Cynthia Rhodes, UFCW Local No. 1459

Christopher Adams, UFCW Local No. 1459

Russell Cyr, UFCW Local No. 1459

Clifford Nurse, UFCW Local No. 1459

Nathan Bean, UFCW Local No. 1459

Cheryl Moore, UFCW Local No. 1459

Crystal Bouchie, UFCW Local No. 1459

Virgil Wetmore, UFCW Local No. 1459

Jose Matias, UFCW Local No. 1459

Zachary Venturini, UFCW Local No. 1459

Ian Kelly, UFCW Local No. 1459

4. The officers and employees of the ACCAU, or any other person holding any assets or property of the ACCAU, shall be empowered and authorized, and may be required from time to time, on and after the effective date of this merger, to execute and deliver, or cause to be executed and delivered, upon the request of UFCW Local No. 1459, all such deeds, documents, authorizations or instruments as may be necessary, appropriate, or indicated in order to convey, transfer, or confirm the right, title, and interest of UFCW Local No. 1459 in and to such assets or property.

5. UFCW Local No. 1459 shall also assume all obligations of the ACCAU of every kind and character, including collective bargaining obligations, and shall succeed to every and all rights and privileges of the ACCAU as of and subsequent to the effective date of the merger. The merger shall not be deemed to impair, alter, or otherwise affect any rights, privileges, duties, and responsibilities vested at the time of the merger in any of the unions.

6. On the effective date of this merger, the members in good standing of the ACCAU shall become and remain members in good standing of UFCW Local No. 1459 without payment of any initiation fee. The accumulated membership standings of the members of the ACCAU shall be considered, for Local Union purposes, the membership standings in UFCW Local No. 1459 and shall be reflected in the membership records thereof.

7. The merger shall not be deemed to impair or otherwise affect any federal or state certification of the ACCAU as a collective bargaining representative or agent, or any right or obligation of the ACCAU under any collective bargaining agreement for checkoff authorizations; but, all rights, privileges, duties, and responsibilities vested in the ACCAU, pursuant to such certifications, agreements or authorizations are to be deemed vested in UFCW Local No. 1459.

8. Any health and welfare trust or pension trust to which the ACCAU is a party shall not be deemed to be altered by virtue of this merger. All rights, privileges, and directions of powers of appointment vested in the ACCAU and relative to such trust shall become vested in and exercisable in UFCW Local No. 1459 acting by and through its appropriate officers or executive board.

9. The officers of the ACCAU are directed and instructed to take any and all necessary and indicated steps to fulfill the provisions of this agreement and shall serve in their respective official capacities until the effective date of the merger, at which time their official terms of office shall expire.

10. The parties to this agreement intend that the provisions of this agreement be separable. Should any provision or provisions of this agreement be held invalid by any court or agency of competent jurisdiction, such decision shall not affect the validity of

the remaining provisions of this agreement, and the remaining provisions shall continue in full force and effect.

11. This merger agreement shall expire on **December 31, 2026**, and, subsequently, UFCW Local No. 1459 shall continue to be governed by the UFCW Constitution and UFCW Local No. 1459's bylaws.

12. This agreement has been approved by the respective Executive Boards of the ACCAU and UFCW Local No. 1459 and shall be submitted to a vote of the respective memberships of the ACCAU and UFCW Local No. 1459. Following approval by the membership, this agreement shall be submitted to the International Executive Committee for its approval. If this agreement is not so approved, it shall be null and void and of no effect.

13. The parties hereto certify that they execute this agreement with the full authority to do so by their respective Local Unions, and that each of the merging Local Unions shall be fully and completely bound in accordance with the provisions herein contained.

President, Local No. 1459

Representative, ACCUA

Secretary-Treasurer, Local No. 1459

Representative, ACCUA