

MERGER AGREEMENT

Between:

UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL NO. 649

And:

UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL NO. 1400

In order to achieve greater efficiency and stability, to enhance the best interests of the membership, and to promote the general welfare of members of both Locals, United Food and Commercial Workers Union Local No. 649 and United Food and Commercial Workers Union Local No. 1400 agree that their Local Unions shall merge into one Local Union on the terms and conditions set below.

1. Local Nos. 649 and 1400 shall merge, effective January 1, 2027, and the newly merged Local Union shall be known as United Food and Commercial Workers Union, Local No. 1400.
2. Local No. 1400 shall be governed by the UFCW International Constitution, the Local Union's bylaws attached as Appendix A, and this merger agreement. Appendix B shall also be part of this merger agreement. During the period ending March 2, 2027, in the event of any conflict between any provision of the International Constitution, the Local Union's bylaws, and any of the terms of this Merger Agreement, the terms of this Merger Agreement shall govern.
3. Two (2) Vice-Presidents, as stated in Appendix B, will be appointed to serve on the current Local 1400 Executive Board with the term expiring December 31, 2027.
4. The officers and employees of Local No. 649, or any other person holding any assets or property of Local No. 649, shall be empowered and authorized, as 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 Local No. 1400, 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 Local No. 1400 in and to such assets or property.
5. Local No. 1400 shall also assume all obligations of Local No. 649 of every kind and character, including collective bargaining obligations (as per Appendix B), and shall succeed to every and all rights and privileges of Local No. 649 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 Local Unions.

6. On the effective date of this merger, the members in good standing of Local No. 649 shall become and remain members in good standing of Local No. 1400 without payment of any initiation fee. The accumulated membership standings of the members of Local No. 649 shall be considered, for Local Union purposes, the membership standings in Local No. 1400 and shall be reflected in the membership records thereof.

Effective the date of merger the dues for the former Local No. 649 members will be as stated in Appendix B, paragraph #4, plus a deduction for the National Defense Fund (NDF) and any other assessments as described thereafter.

7. The merger shall not be deemed to impair or otherwise affect any federal or provincial certification of Local No. 649 as a collective bargaining representative or agent, or any right or obligation of Local No. 649 under any collective bargaining agreement for checkoff authorizations; but all rights, privileges, duties, and responsibilities vested in Local No. 649, pursuant to such certifications, agreements or authorizations are deemed to be vested in Local No. 1400.
8. Any health and welfare trust or pension trust to which Local No. 649 is party shall not be deemed to be altered by virtue of this merger. All rights, privileges, and directions of powers of appointment vested in Local No. 649 and relative to such trust shall become vested in and exercisable in Local No. 1400 acting by and through its appropriate officers or executive board.
9. The officers of Local No. 649 are directed and instructed to take any and all necessary and indicated steps to fulfil the provisions of this agreement and shall serve in their respective official capacities until the effective date of the merger, or as indicated in paragraph 11, at which time their official terms of office shall expire. Following the merger, the Unit Officers will be governed as per Appendix B.
10. Until such time as the merger between Local No. 1400 and Local No. 649 is fully, totally and legally completed, the term of office of all the Officers of Local 649 will be extended, if necessary, in order that the Officers of Local No. 649 may conduct the affairs of the Local Union and, specifically, look after certifications, negotiations, conciliations, and any other matters to effectuate collective bargaining rights and collective agreements.
11. 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.

12. This Merger Agreement shall expire on March 2, 2027, and, subsequently, Local No. 1400 shall continue to be governed by the UFCW Constitution and Local No. 1400's bylaws.
13. This agreement has been approved by each Local No. 649 and Local No. 1400's merger committees and shall be submitted to their respective Executive Board's for approval. Upon approval of each parties Executive Board, it shall be submitted to a vote of the respective memberships. 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.
14. In the event of any dispute or controversy arising out of, or under this Merger Agreement, such dispute or controversy shall be submitted to arbitration and the arbitrator will be National President Barry Sawyer, of the United Food and Commercial Workers International Union, or his designate. The decision of such arbitrator, or his designate, on the disputed matter shall be final and conclusive on all parties and may be enforced in any court of competent jurisdiction.
15. The arbitration process may be invoked solely by the Local Union President on behalf of Local No. 1400 or the President of former Local No. 649, or his designated successor on behalf of the former Local No. 649. The cost, if any, of the arbitration shall be borne by the merged Local No. 649.
16. 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.

Signed at the City of Saskatoon, Saskatchewan, this ____ day of _____, 2026.