

MERGER AGREEMENT Between UNITE HERE Locals 17 and 1481

In order to achieve greater efficiency and stability, to enhance the best interests of the membership, and to promote the general welfare, UNITE HERE Locals 17 and 1481 agree that their Local Unions shall merge into one Local Union on the terms and conditions set forth below.

1. Locals 17 and 1481 shall merge, effective February 1, 2019, and the newly merged Local Union shall be known as UNITE HERE Local 17.
2. Newly Merged Local 17 shall be governed by the UNITE HERE International Constitution, the Local Union's bylaws, attached as Appendix A, and this merger agreement. During the period ending November 1, 2019, 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 February 1, 2019, until October 31, 2020, the officers of the newly merged Local Union shall be as follows:

President: Christa Mello

Director of Organization/Senior Vice-President: Rosa Valenzuela

Financial Secretary-Treasurer: Sheigh Freeberg

Vice President: Uriel Perez

Recording Secretary: Wade Luneburg

Executive Board: Betelehem Ali

Executive Board: Michelle Williams

Executive Board: Veronica Perez Moreno

Executive Board: John Conliffe

Executive Board: *Spot intentionally left blank. To be filled per bylaws after merger.*

Executive Board: Teresa Arens

Trustee: Desiree King

Trustee: Jill Gegen

Trustee: Rosann Kasper

4. The officers and employees of Locals 17 and Local 1481, or any other person holding any assets or property of Local 17 and Local 1481, 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 Local 17, 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 17 in and to such assets or property.
5. The merged Local's headquarters shall be located in Minneapolis, MN or St. Paul, MN.
6. Local 17 shall also assume all obligations of Locals 17 and 1481 of every kind and character, including collective bargaining obligations, and shall succeed to every and all rights and privileges of Locals 17 and 1481 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.

7. On the effective date of this merger, the members in good standing of Locals 17 and 1481 shall become and remain members in good standing of Local 17 without payment of any initiation fee. The accumulated membership standings of the members of Local 17 and Local 1481 shall be considered, for Local Union purposes, the membership standings in Local 17 and shall be reflected in the membership records thereof.

8. The merger shall not be deemed to impair or otherwise affect any federal or state certification of Local 17 and Local 1481 as collective bargaining representatives or agent, or any right or obligation of Local 17 and Local 1481 under any collective bargaining agreement for checkoff authorizations; but, all rights, privileges, duties, and responsibilities vested in Local 17 and Local 1481, pursuant to such certifications, agreements or authorizations are to be deemed vested in Local 17.

9. Any health and welfare trust or pension trust to which Local 17 and Local 1481 are parties shall not be deemed to be altered by virtue of this merger. All rights, privileges and directions of powers of appointment vested in Local 17 and Local 1481 and relative to such trust shall become vested in and exercisable in Local 17 acting by and through its appropriate officers and executive board.

10. The officers of Local 17 and Local 1481 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.

11. The Executive Boards of Locals 1481 and 17 shall be combined as identified in paragraph 3 above.

12. All staff and office employees of Local 17 and Local 1481 shall, upon the effective date of the merger, be deemed to be employees of Local 17 without interruption of their employment status, and will be subject to the terms and conditions of employees of Local 17 staff and office employees unless represented by a Labor Union.

13. 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.

14. This merger agreement shall expire on November 1, 2019, and, subsequently, Local 17 shall continue to be governed by the UNITE HERE Constitution and Local 17's Bylaws. Said Bylaws are those in Exhibit A of this Merger Agreement.

15. This agreement has been approved by the respective Executive Boards of Locals 17 and 1481 and shall be submitted to a vote of the respective memberships of Locals 17 and 1481. Following approval by the membership, this agreement shall be submitted to the International President for its approval. If this agreement is not so approved, it shall be null and void and of no effect.

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.

Exhibit A: Post Merger Bylaws