



# Western UNITE HERE and Employers Pension Fund

Formerly Known as San Francisco Culinary, Bartenders & Service Employees Pension Trust Fund

**TO: PARTICIPANTS AND BENEFICIARIES OF THE FORMER SAN FRANCISCO CULINARY, BARTENDERS AND SERVICE EMPLOYEES PENSION TRUST FUND**

**DATE: JUNE 2024**

**RE: SUMMARY PLAN DESCRIPTION UPDATES**

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We previously notified you that on January 1, 2024, the San Francisco Culinary, Bartenders and Service Employees Pension Trust Fund merged with four other pension funds into the new Western UNITE HERE and Employers Pension Fund (the “Western Pension Fund”). The other funds involved in the merger were the Sacramento Independent Hotel, Restaurant and Tavern Employees Pension Trust, the San Diego UNITE-HERE Pension Fund, the Southern Nevada Culinary and Bartenders Pension Plan and the UNITE HERE Northwest Pension Trust Fund. We also previously notified you that your earned benefits were not changed because of the merger.

This notice is to inform you that, except for the updates below, the most recent Summary Plan Description (SPD), along with any modifications previously provided to you, for the San Francisco Culinary, Bartenders and Service Employees Pension Trust Fund still applies to your benefits under the Western Pension Fund. If you have any questions about this notice or would like another copy of the current SPD for the San Francisco Culinary, Bartenders and Service Employees Pension Trust Fund, please contact us at 1182 Market Street, Suite 320, San Francisco, CA 94102 or (844) 492-9157.

## **Western Pension Fund Updates – Effective January 1, 2024**

**Vesting:** As was the case before the merger, you must have 5 years of covered work to be vested and receive a benefit. The Western Pension Fund’s vesting rules will apply taking into account all your work, before and after the merger, that is covered by any of the pension plans that merged into the Western Pension Fund.

**Calendar Plan Year.** The Western Pension Fund operates on a calendar year basis for various purposes, such as whether you have enough work to earn vesting credit. Before the merger, the period used was April 1 through March 31.

**Hours for Vesting During Transition to Calendar Plan Year:** During the transition to the calendar plan year, certain periods will overlap for purposes of determining whether you meet the hours requirement to receive credit for vesting. Specifically, you will receive credit towards vesting if you meet the applicable hours requirement during the period April 1, 2023 through March 31, 2024. You will also receive credit if you meet the applicable hours requirement during the period January 1, 2024 through December 31, 2024.

**Area Six Participant Requirement for Benefits During Transition to Calendar Plan Year:** During the transition to the calendar plan year, certain periods will also overlap for purposes of determining whether participants who participate in the Western Pension Fund as a result of the

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2001 Marin and Oakland Plan merger (Area Six participants) have the required number of the shifts of covered employment to receive benefits. Specifically, Area Six participants will receive credit towards benefits if they have the required number of shifts of covered employment requirement during the period April 1, 2023 through March 31, 2024. They will also receive credit if they have the required number of shifts of covered employment during the period January 1, 2024 through December 31, 2024.

Appeals: Applications for benefits will be handled the same way as before the merger. However, if your application is denied and you submit an appeal, your appeal will be reviewed by the Trustees of the Western Pension Fund (or committee(s) designated by the Trustees to review appeals).

Filing a Lawsuit: If your appeal is denied and you choose to file a lawsuit, you must do so within 3 years after the Western Pension Fund notifies you of the denial. Any other lawsuit relating to a benefit or credited service must be filed within 3 years after you receive notice or the circumstances make it clear that you are not receiving benefits to which you believe you are entitled. The 3-year period does not apply to legal actions arising from breaches of fiduciary duties or any other violation of ERISA's general fiduciary and prohibited transaction provisions. If you live in California, Washington or Oregon, you must file your lawsuit in the United States District Court for the Northern District of California, and to the extent federal law does not apply, the laws of California will apply. If you live in any other state, you must file your lawsuit in the United States District Court for the state of Nevada, and to the extent federal law does not apply, the laws of Nevada will apply.

Employer ID Number (EIN): The Western Pension Fund's employer ID number is 93-4160766.

Name of the Plan Administrator: The Plan Administrator is the Board of Trustees of the Western Pension Fund. There is no change to day-to-day plan operations. Pension applications and all questions and other correspondence should still be directed to BeneSys Administrators, Inc., 1182 Market Street, Suite 320, San Francisco, CA 94102. The telephone number is (844) 492-9157.

Names, Titles and Addresses of Plan Trustees: The Board of Trustees consists of an equal number of union and employer Trustees. As of the date of this notice, the Trustees are:

| Union Trustees  | Employer Trustees  |
|---|--|
| Brigette Browning, President<br>UNITE HERE Local 30<br>1940 5th Avenue, Ste. 200<br>San Diego, CA 92101 | Doug Cornford<br>P.O. Box 32212<br>Las Vegas, NV 89173   |
| Mike Casey<br>UNITE HERE Local 2<br>209 Golden Gate Avenue<br>San Francisco, CA 94102                   | Michael D'Angelo, VP Labor Relations<br>Hyatt Hotels Corporation<br>4940 Merrick Road, #402<br>Massapequa Park, NY 11762 |
| Aamir Deen, President<br>UNITE HERE Local 49<br>3800 Watt Avenue, Ste. 210<br>Sacramento, CA 95821      | Michael Grey, SVP Finance Las Vegas<br>Region<br>Caesars Palace<br>3570 Las Vegas Blvd South<br>Las Vegas, NV 89109      |

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| Terry Greenwald, Secretary-Treasurer<br>UNITE HERE Bartenders Local 165<br>4825 West Nevso Drive<br>Las Vegas, NV 89103         | Price Karr, Sr., Sr. VP of Corporate<br>Finance/Treasurer<br>Wynn Resorts<br>3131 Las Vegas Blvd South<br>Las Vegas, NV 89109                      |
| Gwen Mills, President<br>UNITE HERE International<br>243 Golden Gate Avenue<br>San Francisco, CA 94102                          | Elvia Moreno, VP Labor Relations<br>Compass Group North America<br>8504 Firestone Blvd, #309<br>Downey, CA 90241                                   |
| Stefan Moritz, Secretary-Treasurer<br>UNITE HERE Local 8<br>5030 1 <sup>st</sup> Avenue S., Suite 201<br>Seattle, WA 98134      | Doug Sandoval, SVP & CFO Las Vegas<br>Portfolio Properties<br>MGM Resorts<br>3730 Las Vegas Blvd South<br>Las Vegas, NV 89158                      |
| Ted Pappageorge, Secretary-Treasurer<br>UNITE HERE Culinary Workers Local 226<br>1630 S. Commerce Street<br>Las Vegas, NV 89102 | Greg Talbot, Senior Vice President and<br>Associate General Counsel<br>Marriott International, Inc.<br>7750 Wisconsin Avenue<br>Bethesda, MD 20814 |
| Anand Singh, Secretary Treasurer<br>UNITE HERE International<br>209 Golden Gate Avenue<br>San Francisco, CA 94102               | Virginia Valentine, President<br>Nevada Resorts Association<br>10000 W. Charleston Blvd, Suite 165<br>Las Vegas, NV 89135                          |
| D. Taylor<br>UNITE HERE International Union<br>1630 S. Commerce Street<br>Las Vegas, NV 89102                                   | Adam Wit, VP & Sr. Counsel Labor<br>Relations<br>7930 Jones Branch Drive<br>McLean, VA 22102   |

*This communication is part of your Summary Plan Description (SPD). Please keep it with other important information regarding your pension benefits. This communication is also subject to the provisions of the Western Pension Fund Plan Document and Trust Agreement and cannot modify or affect the Plan Document or Trust Agreement in any way. In the event of any conflict between this Update and the Plan Document or the Trust Agreement, the Plan Document and Trust Agreement will control.*