

AMENDMENT NO. 6
TO THE SAN FRANCISCO CULINARY, BARTENDERS AND
SERVICE EMPLOYEES RESTATED PENSION PLAN

WHEREAS, Article 9, Section 9.01 of the San Francisco Culinary, Bartenders and Service Employees Pension Plan (“Plan”), permits the Trustees to amend or modify this Plan;

WHEREAS, the Trustees, upon discussion at their meeting on March 1, 2019, decided to amend the Plan with respect to new Permanent and Window benefits;

A. Effective April 1, 2019, a new Section 4.20 shall be added to the Plan and state as follows:

Section 4.20 – “Permanent \$45” Benefit.

In lieu of whatever Normal, Early or Disability Retirement Pension Benefits are due Participants for a Normal, Early or Disability Retirement Pension as provided for in sections 4.03, 4.05, 4.07 above, and providing the Participant meets the eligibility requirements for one of said benefits, effective April 1, 2019, all Participants who had three months of Credited Service with a Level VII Window Benefit Employer (as that term is defined in Section 4.21(4) below) during the 2018-2019 Plan Year (April 1, 2018 through March 31, 2019) or anytime thereafter and who retire (for the first time) on or after April 1, 2019 will be eligible for a benefit level of \$3.75 per month (\$45 annualized) for all years of Credited Service, except that the Participant will not be entitled to the “Permanent \$45” benefit level for periods of Credited Service earned via employment with a Contributing Employer who is not a Level VII Window Benefit Employer for hours worked after his or her last date of employment with a Level VII Window Benefit Employer.

Also, if a Pensioner retired prior to April 1, 2019 and is reemployed by a Contributing Employer on or after April 1, 2019, his or her pension benefit, upon re-retirement, shall be equal to the sum of his or her accrued pension benefit at the time of initial retirement plus any accrued benefit earned on or after April 1, 2019 (after any applicable adjustments based upon age at retirement and/or form of payment). Specifically, the portion of such Pensioner’s accrued benefit earned prior to his or her initial retirement (prior to April 1, 2019) shall not be subject to recalculation or benefit improvement based upon the Pensioner’s reemployment on or after April 1, 2019.

B. Effective April 1, 2019, a new Section 4.21 shall be added to the Plan and state as follows:

Section 4.21 – “4-Year \$50 Window VII” Benefit.

(1) In lieu of whatever Normal, Early or Disability Retirement Pension Benefits are due Participants for a Normal, Early or Disability Retirement

Pension as provided for in sections 4.03, 4.05, 4.07 above and providing the Participant meets the eligibility requirements for one of said benefits, effective April 1, 2019, all Participants who had three months of Credited Service with a “Level VII Window Benefit Employer” (as that term is defined in Section 4.21(4) below) in the 2018-2019 Plan Year (April 1, 2018 through March 31, 2019) or anytime thereafter and who Terminate from Covered Employment (as defined in Section 4.21(5) below) or retire between April 1, 2019, and March 31, 2023 (including applications made on or prior to March 31, 2023 for an April 1, 2023 retirement date), will be eligible for a special “4-Year \$50 Window VII” Benefit in the amount of \$50.00 per year (\$4.167 per month) for all years of Credited Service, provided such Participant meets the additional requirements set forth below. However, Participants will not be entitled to the “4-Year \$50 Window VII” Benefit for periods of Credited Service earned via employment with a Contributing Employer who is not a Level VII Window Benefit Employer for hours worked after their last date of employment with a Level VII Window Benefit Employer.

(2) For Participants returning to work after a Termination from Covered Employment, the “4-Year Window VII” Benefit shall only apply to Credited Service earned with a Level VII Employer during the period of re-employment if a subsequent Termination from Covered Employment occurs between April 1, 2019 and March 31, 2023 or if the Participant retires (for the first time) during such period. If the Participant returns to work and incurs a subsequent Termination from Covered Employment after March 31, 2023 or retires (for the first time) after March 31, 2023 or the period of Credited Service earned during re-employment is with an Employer other than a Level VII Window Benefit Employer, Credited Service earned during the period of re-employment shall be calculated in accordance with the applicable provisions of Article IV notwithstanding the provisions of Section 4.21 (1) above.

(3) For the purpose of establishing eligibility for the “4-Year \$50 Window VII” Benefit established by this Section 4.21, Participants referred to temporary jobs with Contributing Employers through the Union Hiring Hall must forfeit their position on all hiring hall job dispatch lists and must have given written notice of that fact to the Union and to the Plan.

(4) For purpose of this Plan, a “Level VII Window Benefit Employer” is a Contributing Employer who has adopted a collective bargaining agreement with UNITE HERE Local 2 between August 14, 2018 and March 31, 2023 which reflects a monthly contribution of \$558.12 in effect by no later than the end of the agreement. As additional newly organized Employers begin to participate in and contribute to the Plan, the Trustees, at their discretion, may further amend this subsection.

(5) “Terminate from Covered Employment”, “Termination from Covered Employment” or “Terminate Service”, as utilized in Section 4.21, shall occur in any Plan Year in which a Participant earns no Credited Service or

Future Service Pension Credit.

(6) The “4-Year \$50 Window VII” Benefit provided by this Section 4.21 for Participants eligible for an Early Retirement Pension under Section 4.04 of the Plan will be reduced by the same actuarial factors that apply to Early Retirement Pensions, as provided for in Section 4.05.

(7) Participants receiving distributions required by Section 7.05(f) below, (i.e., “Age 70 ½ mandatory distributions”), who did not Terminate Service during the “4-Year \$50 Window VII Benefit period shall not be deemed eligible for the “4-Year \$50 Window VII” Benefit as a result of a mandatory distribution required pursuant to Section 7.05 (f) below. However, Participants aged 70 ½ or older who (1) retired from employment or (2) Terminate Service during the “4-Year \$50 Window VII” Benefit period and for whom a benefit is commencing as a result of a mandatory distribution shall be entitled to a distribution, required pursuant to Section 7.05 below, at the “4-Year \$50 Window VII” Benefit rate.

(8) The foregoing benefit shall also be available to Participants who meet the following requirements:

- a) The Participant had three months of Credited Service during the 2013-2014 Plan Year (April 1, 2013 through March 31, 2014) with a Level VI Window Benefit Employer;
- b) The Participant suffered a Total Disability (as defined in Section 4.08 above) prior to April 1, 2019 and was therefore unable to perform bargaining unit work at any time on or after April 1, 2019;
- c) The Participant otherwise meets the requirements for a Disability Retirement Pension (as provided for in Section 4.07 above); and
- d) The Participant applies for disability and retires on or after April 1, 2019.

C. Effective April 1, 2019, current Section 4.20 of the Plan shall be renumbered as Section 4.22, amended and state as follows:

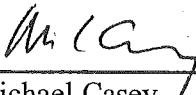
Section 4.22 – Level V/VI/VII Window Benefit Employers - Retroactive Benefit Increases.

A Contributing Employer’s status as a Level V Window Benefit Employer, Level VI Window Benefit Employer or Level VII Window Benefit Employer shall be determined at the time of a Participant’s actual retirement or termination date, whichever is applicable. However, in the event a Contributing Employer becomes a Level V Window Benefit Employer, Level VI Window Benefit Employer or Level VII Window Benefit Employer after a Participant’s retirement or Termination from Covered Employment, whichever is applicable, the Participant’s benefit will be retroactively increased to reflect the applicable benefit payable under Sections 4.16 – 4.21 as described herein provided the eligibility requirements under said section have been satisfied.

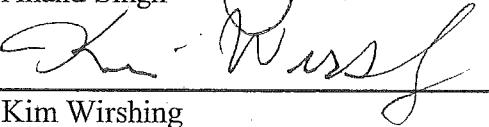
D. Effective April 1, 2019, current Section 4.21 of the Plan shall be renumbered as Section 4.23.

IN WITNESS WHEREOF, this Amendment has been executed by the Trustees on this 16th day of March 2019.

UNION TRUSTEES:

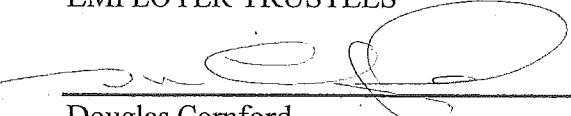

Michael Casey

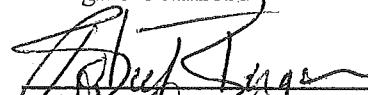

Anand Singh

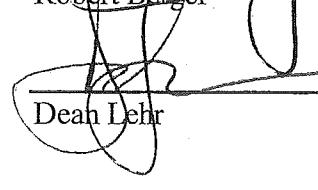

Kim Wirshing


Tina Chen

EMPLOYER TRUSTEES


Douglas Cornford


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