

AMENDMENT NO. 8  
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 meetings on October 4, 2021 and November 29, 2021, decided to amend the Plan;

**A. Effective October 1, 2021, a new Section 4.20 of the Plan shall be added and read as follows:**

Section 4.20 – “Special Permanent \$40” 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 October 1, 2021, all Participants who had a minimum of three cumulative months of Credited Service with a Special Level VI Window Benefit Employer (as that term is defined in Section 4.21(4) below) over a period of two (2) Plan Years effective with the 2019-2020 Plan Year (April 1, 2019 through March 31, 2020) or any Plan Year thereafter and who retire (for the first time) on or after October 1, 2021 will be eligible for a benefit level of \$3.33 per month (\$40 annualized) for all years of Credited Service, except that the Participant will not be entitled to the “Permanent \$40” benefit level for periods of Credited Service earned via employment with a Contributing Employer who is not a Special Level VI Window Benefit Employer or Level VI Benefit Employer (as defined in Section 4.19 (4) above) for hours worked after his or her last date of employment with a Special Level VI Window Benefit Employer.

Also, if a Pensioner retired prior to October 1, 2021 and is reemployed by a Contributing Employer on or after October 1, 2021, 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 October 1, 2021 (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 October 1, 2021) shall not be subject to recalculation or benefit improvement based upon the Pensioner’s reemployment on or after October 1, 2021.

**B Effective October 1, 2021, a new Section 4.21 of the Plan shall be added and read as follows:**

Section 4.21 – “5-Year \$45 Special Window VI” 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 October 1, 2021, all Participants who had a minimum of three cumulative

months of Credited Service with a “Special Level VI Window Benefit Employer” (as that term is defined in Section 4.21(4) below) over a period of two (2) Plan Years effective with the 2019-2020 Plan Year (April 1, 2019 through March 31, 2020) or any Plan Year thereafter and who either Terminate from Covered Employment (as defined in Section 4.21(5) below) or retire between October 1, 2021, and October 1, 2026, will be eligible for a 5-Year \$45 Special Window VI” Benefit in the amount of \$45.00 per year (\$3.75 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 “5-Year \$45 Special Window VI” Benefit for periods of Credited Service earned via employment with a Contributing Employer who is not a Special Level VI Window Benefit Employer for hours worked after their last date of employment with a Special Level VI Window Benefit Employer.

(2) For Participants returning to work after a Termination from Covered Employment, the “5-Year Special Window VI” Benefit shall only apply to Credited Service earned with a Special Level VI Employer during the period of re-employment if a subsequent Termination from Covered Employment occurs between October 1, 2021 and October 1, 2026 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 October 1, 2026 or retires (for the first time) after October 1, 2026 or the period of Credited Service earned during re-employment is with an Employer other than a Special Level VI 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 “5-Year \$45 Special Window VI” 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 “Special Level VI Window Benefit Employer” is a Contributing Employer who did not adopt a collective bargaining agreement with UNITE HERE Local 2 between August 14, 2013 and December 31, 2018 which reflects a monthly contribution of \$365.14 in effect by no later than the end of the agreement but did adopt a collective bargaining agreement which reflects a monthly contribution of at least \$400.00 in effect by the earlier of a) April 1, 2024 or b) 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 “5-Year \$45 Special Window VI” 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 “5-Year \$45 Special Window VI” Benefit period shall not be deemed eligible for the “5-Year \$45 Special Window

VI” Benefit as a result of a mandatory distribution required pursuant to Section 7.05 (f) below. However, Participants who did Terminate Service during the “5-Year \$45 Special Window VI” Benefit period and for which 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 “5-Year \$45 Special Window VI” Benefit rate.

**C. Effective October 1, 2021, current Section 4.20 and 4.21 of the Plan shall be renumbered as Sections 4.22 and 4.23.**

**D. Effective October 1, 2021, current Section 4.22 of the Plan shall be renumbered as Section 4.24, amended and read as follows:**

Section 4.24 – Level V/VI/VII Window Benefit Employers or Special Level VI Window Benefit Employers - Retroactive Benefit Increases.

A Contributing Employer’s status as a Level V Window Benefit Employer, Level VI Window Benefit Employer, Special 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, Special 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 – 4.23 as described herein provided the eligibility requirements under said section have been satisfied.

**E. Effective October 1, 2021, current Section 4.23 of the Plan shall be renumbered as Section 4.25.**

IN WITNESS WHEREOF, this Amendment has been executed by the Trustees on this 29th day of November 2021.

**UNION TRUSTEES:**

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Michael Casey

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Kim Wirshing

Tina Chen

**EMPLOYER TRUSTEES**

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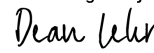
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VI” Benefit as a result of a mandatory distribution required pursuant to Section 7.05 (f) below. However, Participants who did Terminate Service during the “5-Year \$45 Special Window VI” Benefit period and for which a benefit is commencing as a result of a mandatory distribution shall be entitled to a distribution, required pursuant to Section 7.05 below, at the “5-Year \$45 Special Window VI” Benefit rate.

**C. Effective October 1, 2021, current Section 4.20 and 4.21 of the Plan shall be renumbered as Sections 4.22 and 4.23.**

**D. Effective October 1, 2021, current Section 4.22 of the Plan shall be renumbered as Section 4.24, amended and read as follows:**

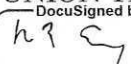
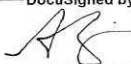
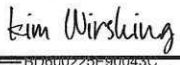

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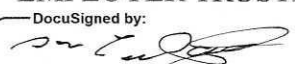
**E. Effective October 1, 2021, current Section 4.23 of the Plan shall be renumbered as Section 4.25.**

IN WITNESS WHEREOF, this Amendment has been executed by the Trustees on this 29th day of November 2021.

**UNION TRUSTEES:**

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Michael Casey  
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