

**FIRST ADDENDUM TO  
COLLECTIVE BARGAINING AGREEMENT OF JANUARY 1, 2014  
Effective Date: September 21, 2015**

**The following Section 2 of Article XXX amends and replaces the corresponding Section of Article XXX as contained in the Collective Bargaining Agreement between Melwood Horticultural Training Center and District Lodge #4, International Association of Machinists and Aerospace Workers, AFL-CIO dated January 1, 2014:**

Section 2.     Health Insurance.

(1)     The Parties acknowledge that the CBA as initially ratified contained a provision that allowed for an Opt-Out Program to certain employees, and that this Opt-Out Program has been discontinued by agreement of the Parties as a result of the issuance of a new final Treasury regulation in late 2014. In order to minimize any negative consequences for employees who, during the period prior to December 31, 2014, had elected to receive, and who did not subsequently revoke and/or waive any such election to receive the Opt-Out Program, the Parties agree as follows:

- (a)     Employees who prior to January 1, 2015 had elected to receive from the Company the Opt-Out Program set forth in the CBA, and who inadvertently received both the Opt-Out Program and health care coverage under the Company-sponsored plan, will be forgiven for the overpayments that they have received as a result of this inadvertent error, and the Company will waive its right to recover from these employees the value of the excess payments/consideration made on their behalf.
- (b)     Employees who, prior to January 1, 2015, elected to receive and did not revoke and/or waive any such election to receive, the Opt-Out Program as set forth in the CBA ("Addendum Eligible Employee"), will continue their Opt-Out status through and until December 31, 2015. In addition, Addendum Eligible Employees will receive the following payments:
  - (i)     For calendar year 2016, Addendum Eligible Employees will receive a cash bonus in the total gross amount of \$1,500, less applicable federal and state withholdings. This bonus will be paid by way of four (4) quarterly payments in the gross amount of \$375.00 each (the "2016 Quarterly Payments"), which shall be made on or before the following dates: March 31, 2016; June 30, 2016; September 30, 2016; and December 31, 2016.
  - (ii)    In order to be eligible to receive a scheduled 2015 Quarterly Payment and/or a scheduled 2016 Quarterly Payment, the Addendum Eligible Employee must be employed on the date on which that particular quarterly payment is scheduled to be made.

(2)     Employees hired on or after January 1, 2015, were not eligible for the Opt-Out Program, nor are they eligible for any of the payments set forth in the preceding Paragraph (b) of Section 7.

of this Addendum.

(3) Effective January 1, 2016, all Addendum Eligible Employees will be required to elect health insurance coverage in accordance with the terms, conditions and requirements of any and all applicable plan documents governing insurance benefits for employees of the Company. If the Employee does not make such an election, then the Company will select Employee-only health care coverage that qualifies as minimum value coverage for purposes of employer shared responsibility provisions of the Affordable Care Act and any applicable law and/or regulations. The premiums for these health insurance benefits will be deducted from the fringe benefits described in in Article XXX, Section 1 of the CBA. Any fringe benefits balance remaining after deductions for health insurance coverage will be deposited in the employee's retirement account with the Company.

(4) The Company reserves the right to change insurance carriers, health maintenance organizations, plan administrators, or to self-insure, as it deems appropriate and shall have no obligation to bargain over such changes with the Union provided such changes apply to non-bargaining unit employees Company-wide.

(5) National Health Care Law. The Company may make changes to the benefits specified in this Article, provided that such changes apply to non-bargaining unit employees generally, to comply with the National Health Care law. For example, and notwithstanding any other provision in this Agreement, the Company has the right to make any changes, reductions, modifications, deletions, eliminations, additions, or improvements with respect to the health and welfare, life insurance, disability, retirement, and other benefit plans (including but not limited to the terms of the plans, the carriers, type of plan, benefit levels, deductibles, employee premium contribution levels, co-payment levels, opting for self-insurance, or provision of health insurance through private or public health insurance exchanges rather than through employer plans), provided that the changes, reductions, modifications, deletions, eliminations, additions, or improvements shall be the same as those applicable to non-bargaining unit employees Companywide. The Company shall have no duty to bargain with the Union over such changes. In the event of expiration of this Agreement, this Section shall remain in effect until the execution of a successor agreement.

(6) The extent of coverage under all Company insurance policies (including HMO) referred to in this Agreement will be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits there under will be resolved in accordance with the terms and conditions set forth in said policies or plans.

(7) The Employer/Employee split for the premiums for employee plus spouse, employee plus children, and family health insurance coverage, shall be as follows:

Effective January 2014:	<u>Employer</u>	<u>Employee</u>
Employee Only	100%	0
Employee plus spouse:	61%	39%
Employee plus child:	66%	34%
Employee plus family:	57%	43%

Effective January 2015:	<u>Employer</u>	<u>Employee</u>
Employee Only	100%	0
Employee plus spouse:	70%	30%
Employee plus child:	70%	30%
Employee plus family:	65%	35%

Effective January 2016:	<u>Employer</u>	<u>Employee</u>
Employee Only	100%	0
Employee plus spouse:	70%	30%
Employee plus child:	70%	30%
Employee plus family:	70%	30%

5. Effective September 21, 2015, the Parties have agreed to a revised subparagraph (d.) of Section 1 of Article XXX of the CBA, which will read as follows:

Section 2. Health Insurance.

(d) The Company will contribute to the Employee's 401(k) account the amount, if any, by which the health and welfare contribution amount set forth in (a) exceed the cost of the health and welfare benefits provided to such employee. Where the costs of health and welfare benefits provided to such Employee exceed the health and welfare contribution amount, no Company 401(k) contributions shall be made.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed on the date set forth below, and with an Effective Date of September 21, 2015.

18 Sept. 2015  
Date

Mark M. Howard  
Name

Business Rep. Dist 4  
Title IAMA W

September 24, 2015  
Date

Cari DeSantis  
Name

President + CEO  
Title