

A G R E E M E N T

BETWEEN

TRUCK DRIVERS UNION, LOCAL #170

and

ROSENFELD CONCRETE CORP.

MAY 1, 2006 - APRIL 30, 2011

AGREEMENT:

AGREEMENT entered into by and between *TRUCK DRIVERS UNION, LOCAL #170* of Worcester County, Massachusetts, affiliated with the International Brotherhood of Teamsters, and *ROSENFELD CONCRETE CORPORATION*.

WITNESSETH: This Agreement as to hours, wages, and working conditions is entered into by and shall be binding upon both parties hereto, their successors and assigns, until terminated as hereinafter provided.

ARTICLE 1 - UNION RECOGNITION:

1.1 The Employer recognizes and acknowledges that the Local Union is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purposes of collective bargaining as provided by the Labor Management Relations Act of 1947, as amended.

1.2 The Company recognizes the Union as the sole and exclusive bargaining agent for its employees at, from and to its plants in connection with the preparation of aggregate and the delivery of sand, gravel, and the maintenance of equipment, and such other duties as may be incidental to its concrete mix and bituminous mix business. This Agreement shall not, however, apply in any respect to any employee of the Company who is outside the bituminous mix, transit mix, and sand and gravel operation.

1.3 The execution of this Agreement by the Employer covers all operations of the Employer within, into and out of the territory described, which will be the following plant locations: *Hopedale, Walpole, Ashland, Dedham, Framingham, and Burrilville, Rhode Island*. Any and all operations and work covered herein shall be performed exclusively by the employees covered by this Agreement and Truck Drivers Union, Local #170 will have complete jurisdiction over these locations and plants, and the employees therein.

1.4 When an Employer needs additional men, he shall give the Union equal opportunity with all other sources to provide suitable applicants but the Employer shall not be required to hire those referred by the Union.

1.5 As a condition of employment, all such employees must be or become and remain members in good standing of the Truck Drivers Union, Local #170 during the life of this Agreement.

ARTICLE 6 - HEALTH & WELFARE FUND:

6.1 Commencing with the 1st day of May, 2006, and for the duration of the current collective bargaining agreement and any renewals or extensions thereof, the Employer agrees to make payments to the respective Health & Welfare Funds for each and every employee covered by this collective bargaining agreement for each hour for which said employee receives pay up to a maximum of 2,080 hours to be paid in any one calendar year, as follows:

6.2 Commencing with the 1st day of May 2006, the Employer shall contribute to the respective Health & Welfare Funds the sum of \$5.51¼ per hour figured to the nearest quarter hour for all hours worked.

6.3 Commencing with the 1st day of January 2007, the Employer shall contribute to the respective Health & Welfare Funds the sum of \$5.76¼ per hour figured to the nearest quarter hour for all hours worked.

6.4 Commencing with the 1st day of January 2008, the Employer shall contribute to the respective Health & Welfare Funds the sum of \$6.11¼* per hour figured to the nearest quarter hour for all hours worked.

6.5 Commencing with the 1st day of January 2009, the Employer shall contribute to the respective Health & Welfare Funds the sum of \$6.46¼* per hour figured to the nearest quarter hour for all hours worked.

6.6 Commencing with the 1st day of January 2010, the Employer shall contribute to the respective Health & Welfare Funds the sum of \$6.81¼* per hour figured to the nearest quarter hour for all hours worked.

***ONLY IF NEEDED, AND ONLY IF UNIFORMLY DEMANDED FROM ALL EMPLOYERS CONTRIBUTING TO THE FUND; OTHERWISE, THE INCREASED AMOUNTS REMAIN WITH THE RONSENFELD EMPLOYEES.**

6.7 For purposes of this Article, each hour paid for or any portion thereof, figured to the nearest quarter hour as well as hours of paid vacation, paid holidays, and other hours for which pay is received by the employee, shall be counted as hours for which contributions are payable.

6.8 If a regular employee (as defined in the collective bargaining agreement) is absent because of illness or off-the-job injury for more than one (1) week and notifies the Employer of such absence, the Employer shall continue to make the required contributions of thirty-two (32) hours for a period of not more than four (4) weeks. If such a regular employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions of thirty-two (32) hours shall not be paid for a period of more than twelve (12) months.

6.9 Hourly contributions to the Health & Welfare Fund must be made for each hour worked on each regular or extra employee even though such employee may work as a casual employee under the provisions of this contract, and although contributions may be made for those weeks into some other Health & Welfare Fund.

6.10 All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent

certified public accountant audit the payroll and wage records of the Employer for the purpose of determining all accuracy of contributions to the Welfare Fund.

6.11 If an Employer fails to make contributions to the Welfare Fund within seventy-two (72) hours after the notice of delinquency, the Local Union shall take whatever steps are necessary to secure compliance with this Article, any provisions of this Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorneys' fees and such penalties which may be assessed by the Trustees.

6.12 The Employer's liability for payment thereunder shall not be subject to the grievance procedure or arbitration provided under this Agreement.

6.13 The Employer and Union which are signators hereto ratify the designation of the Employer and the Employee Trustees under such Agreement, and ratify all action already taken, or to be taken by such Trustees within the scope of their authority.

6.14 All Employers contributing hereunder shall post each month at each terminal or other place of business where employees have easy access thereto an exact copy of the remittance report form of contributions sent to the Health & Welfare Fund.

6.15 Whenever an Employer signatory to this Agreement become delinquent in contributions owed to the Health & Welfare Fund and the Local Union serves seventy-two (72) hour notice of delinquency, such Employer after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent again, shall be required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Agreement.

***IF CONTRIBUTION PROJECTIONS PROVE TO BE INSUFFICIENT IN THE YEARS 2008, 2009 & 2010, CONSIDERATION FOR ANY INCREASES IN CONTRIBUTIONS WILL COME OUT OF WAGE ADJUSTMENTS.**

ARTICLE 7 - PENSION FUND:

7.1 This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this Agreement.

7.2 Commencing with the 1st day of May, 2006, and for the duration of the current collective bargaining agreement between Local Union #170 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payment to the New England Teamsters & Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement, as follows:

7.3 For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution \$4.89 to the New England Teamsters and Trucking Industry Pension Fund for all hours worked, up to a maximum of 2,080 hours in any one calendar year.

7.4 Commencing with the 1st day of May, 2007, the said hourly contribution rate shall be \$5.13 for all hours worked, up to a maximum of 2,080 hours in any one calendar year.

7.5 Commencing with the 1st day of May, 2008, the said hourly contribution rate shall be \$5.39 for all hours worked, up to a maximum of 2,080 hours in any one calendar year.

7.6 Commencing with the 1st day of May, 2009, the said hourly contribution rate shall be \$5.66 for all hours worked, up to a maximum of 2,080 hours in any one calendar year.

7.7 Commencing with the 1st day of May, 2010, the said hourly contribution rate shall be \$5.96 for all hours worked, up to a maximum of 2,080 hours in any one calendar year.

7.8 For purposes of this Section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

7.9 If a regular employee (as defined in the collective bargaining agreement) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, for forty (40) hours per week. If such a regular employee is injured on-the-job, the Employer shall continue to pay the required contributions at the rate of forty (40) hours for each such week until the employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

7.10 The Employer agrees to and has executed a copy of the New England Teamsters & Trucking Industry Pension Fund Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

7.11 The parties agree that the Pension Plan adopted by the Trustees of the New England Teamsters & Trucking Industry Pension Fund shall at all times conform to the requirements of the Internal Revenue Code as to enable the Employer at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

7.12 It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Pension Fund and adherence to the requirements of this section of the collective bargaining agreement regarding coverage and contributions, such audit may at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the New England Teamsters and Trucking Industry Pension Fund.

7.13 If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Fund have been under reported and/or underpaid, fails within twenty (20) days after such notification to make any

required self-audit and/or contributions found to be due, the Local Unions shall have the right, after an appropriate seventy-two (72) hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this Agreement, any provisions of this collective bargaining agreement to the contrary notwithstanding and the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all cost of collecting the payments due together with attorneys' fees and such interest, liquidation damages or penalties which the Trustees may access or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration's if such is provided in this Agreement.

7.14 It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the New England Teamsters and Trucking Industry Pension Fund and/or the Local Union, the Local Union and its Business Agents or Chief Executive Officer shall have no right to modify, reduce, or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages, or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

7.15 No oral or written modification of this Section regarding pensions and retirement shall be made by the Local Union or the Employer, and if made, such modification shall not be binding upon the employees performing work within the scope of this collective bargaining agreement and covered by this section or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

7.16 All Employers contributing hereunder shall post each month at each terminal or other place of business where employees have such access thereto an exact copy of the remittance report form of contributions sent to the Fund.

7.17 Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed to the Pension Fund and the Local Union serves seventy-two (72) hours notice of delinquency, such Employer after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent again, shall be required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Agreement.

7.18 It is the understanding of this Agreement that if the Pension rates are increased for added benefits, a vote shall be taken by the employees in the

bargaining unit to decide if the contribution should be increased. If so agreed by majority vote, such added contributions will be paid to the Pension Fund from the wages of the employees. This condition will show the increase needed and will automatically reduce the hourly rate of pay for the corrected amount during the life of this contract.

ARTICLE 17 – WAGES:

17.1 The rate for pay for all employees covered by this contract shall be as follows:

5/1/06	5/1/07	5/1/08	5/1/09	5/1/10
\$.51	\$.65	\$.65	\$.75	\$.95
\$19.50	\$20.15	\$20.80	\$21.55	\$22.50

ARTICLE 18 – TERMINATION:

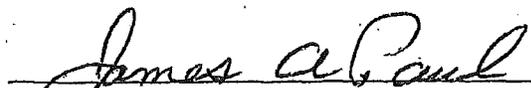
18.1 This Agreement shall take effect on and be retroactive from the 1st day of May, 2006 and shall remain in full force and effect until midnight, April 30, 2011, and shall renew itself from year to year unless either party to the Agreement gives written notice to the other party at least sixty (60) days prior to the expiration of this Agreement, of a desire to change, amend, or terminate this Agreement.

SIGNATURES:

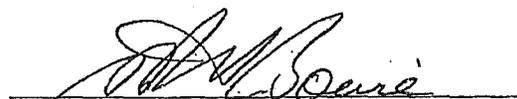
Truck Drivers Union, Local #170:


James R. Fiori, Business Agent

Date: June 13, 2006


James Paul, Steward

Rosenfeld Concrete Corporation:


Robert Bowie, General Manager

Date: 6/12/06