

Tentative Agreement By and Between Freightliner LLC and UAW for the Purpose of Establishing a Card Check Procedure

1. The UAW will designate the production and maintenance bargaining unit to be represented. Issues related to hourly employees not in production or maintenance will be resolved in advance by the Parties
2. For purposes of determining the number of employees that constitute a majority of the bargaining unit, the employee population will be composed of only those employees on the Company's active payroll at the time the bargaining unit is designated.
3. The demonstration of majority support within the proposed appropriate bargaining unit shall be by a card check procedure as described below.
4. If the card check verifies majority support, Freightliner will extend recognition voluntarily to the UAW without an NLRB election and will engage in good faith collective bargaining subject to the attached preconditions.
5. "Majority" is defined as support for the UAW by 50% + 1 of the employees within the unit.

Card Check Procedure

- A. Freightliner and the UAW will jointly develop a card that explicitly designates the UAW as the signer's bargaining representative at the specific location of the proposed unit. The employee's printed name and full signature will be required.
- B. Freightliner and the UAW will jointly present an initial information program that explains the card check procedure to employees. In advance of the meeting, a letter from Freightliner will be sent to all employees explaining the card check Agreement and process that will be used - including the date and time of meetings to be held in the Plant. Attendance at these meeting will be compulsory, with pay, during working hours. At the conclusion of the informational program, the designation cards will be distributed to the active employees of the designated bargaining unit.
- C. Freightliner and the UAW will designate a Neutral whose duties shall be:
 - (1) Collect signed cards completed by the employees
 - (2) Validate signatures against the employee's W-4 form
 - (3) Confirm from a list provided by Freightliner that employees were active at the time the bargaining unit was designated
 - (4) Count all valid cards and decide whether a 50% + 1 majority was reached

Card Check Procedure

Continued:

- D. During an organizing campaign, employee participation in on-site, mutually agreed upon UAW information meetings will be voluntary and without pay.
- E. Organization campaigns shall begin on a mutually agreed upon date and shall end two weeks thereafter with a card count event conducted by the Neutral.

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- 6. If a majority of 50% + 1 is not attained by the UAW as determined by the Neutral, the UAW agrees that it will not campaign again at that location until 12 months have lapsed.
 - 7. If employees from other Company locations are used to campaign, their absence from their normal job duties will be scheduled so as not to interfere with production at their home plant.
 - 8. During organizing campaigns, the UAW will have reasonable access to the employees during the workday in non-work areas, including parking lots, building entrances and exits, break areas, smoking areas, cafeterias, and hallways.
 - 9. The UAW agrees that it will make no public (written or verbal) negative comments about Freightliner or its management or its products. Management agrees that it will not make any negative comments (written or verbal) against the UAW.
 - 10. During organizing campaigns, neither Freightliner nor the UAW will make any statements to the press unless the text of such press statements is jointly agreed upon in advance.
 - 11. The provisions of the DaimlerChrysler Neutrality Agreement will remain in effect.
 - 12. During organizing campaigns, the UAW International and Local Union organizers will do their utmost to ensure there are no production interruptions related to the card check procedure.

Agreed:

 12/11/02  12/16/02
For Freightliner LLC For the UAW

Agreement on Preconditions to a Card Check Procedure Between Freightliner LLC and the UAW

The following commitment is given by the UAW in exchange for Freightliner's Agreement to enter into a card check recognition procedure which could require Freightliner to voluntarily recognize the UAW as exclusive representative of Production and Maintenance employees at certain Manufacturing Plants. Unless otherwise agreed to in advance by the Parties, this commitment shall remain in effect for a period of no less than five (5) years.


1. There will be separate consideration in terms and conditions of employment for each Business Unit because of industry differences (trucks, parts, busses, fire and rescue, chassis) including competitive wage and benefits packages within comparative product markets. Freightliner will provide proposals, as necessary, which reflect competitive analysis for each Business Unit's targeted market.
2. There shall be no guaranteed employment or transfer rights between Business Units or Plants.
3. There will be no provisions for severance pay or SUB in the event of a layoff or plant closure.
4. There will be no strikes during the term of any collectively bargained agreement. The standard language will be identical to that contained in the Mt. Holly Labor Agreement.
5. There are no future expectations that any Freightliner Business Unit will be required to meet "UAW pattern" Agreements.
6. There will be no subcontracting prohibitions, provided economics reflect non-competitiveness. To the extent required, however, management will share economic and non-competitive conditions with the Union before outsourcing or subcontracting.
7. All production standards, plant layout, and job qualifications shall remain at the Company's discretion.
8. There shall be no additional restrictions imposed against overtime scheduling.
9. There may be a maximum of one paid union representative per plant location with basic office space provided. Further, the Union will ensure that grievance handling and related contract administration activities by committee persons are expedited.


**Tentative Agreement on Preconditions to a Card Check Procedure
Between Freightliner LLC and the UAW**

Continued.

10. Future benefits cost increases, in excess of normal inflation, will be shared between the Company and the employees proportionately at a rate to be determined between the Company and its employees.
11. The UAW will not attempt to organize any of Freightliner's office or professional employees.
12. In consideration of Freightliner's financial turnaround objectives, there will be no wage adjustments provided at any newly organized manufacturing plant prior to mid-2003.
13. The UAW agrees that it will not require, or pressure, Freightliner or its Business Units to utilize suppliers strictly based upon their union representation status.

Agreed:

 12/11/02
For Freightliner LLC

 12/16/03
For the UAW