

AGREEMENT INSTITUTING CONSTELLIUM'S EWC

Agreement entered into _____ between _____

The European Group's Central Management of EU dimensions CONSTELLIUM

AND

The Special Negotiating Group as established during the meeting dated November 25, 2010 namely:

- 6 representatives for France, belonging to the trades unions CGT-Force Ouvrière, CFDT, CFE-CGC, CFTC and CGT, including Mr. Verdier, representing the *Fédération Européenne de la Métallurgie*,
- 2 representatives for Germany, belonging to I.G. Metal,
- 1 representatives for Suisse, belonging to UNIA,
- 1 representative for the Czech Republic, belonging to KOVO,

SUMMARY

PREAMBLE

1. SCOPE

- 1.1 Perimeter
- 1.2 Determining the reference law (French and European)

2. PREROGATIVES OF THE EWC

- 2.1 Annual information and exchange of views
- 2.2 Consultation in case of exceptional circumstances, scheme or decision likely to have a major impact on the workforce's interests
- 2.3 Articulating local and European consultation procedures

3. COMPOSITION OF THE EWC

- 3.1 Management's Representatives
- 3.2 Staff Representatives
- 3.3 Coordinator for the European Trade Unions
- 3.4 Chairmanship of the EWC

4. ARRANGEMENTS FOR APPOINTING MEMBERS AND RENEWING MANDATES

- 4.1 Appointment and replacement
- 4.2 Taking into account workforce size and date the mandates come into force
- 4.3 Representativity of the members
- 4.4 Adaptation to evolution of workforce strength or perimeter

5. ELECTION OF THE SECRETARY, THE DEPUTEE SECRETARY, COMPOSITION OF THE BUREAU

- 5.1 Composition of the Bureau
- 5.2 Election of the Secretary, the Deputee Secretary and of the Bureau

6. ORDINARY EWC SESSIONS

- 6.1 Frequency of ordinary sessions
- 6.2 Preparatory sessions
- 6.3 Summons and Agenda
- 6.4 Duration of sessions
- 6.5 Deliberations

7. EXTRAORDINARY EWC SESSIONS

- 7.1 Summons to the extraordinary sessions
- 7.2 Preparatory sessions
- 7.3 Summons and Agenda

8. BUREAU'S PREROGATIVES

- 8.1 Bureau Sessions
- 8.2 Information and consultation

9. ROLE OF THE BUREAU AND OF THE SECRETARY

10. WORKING LANGUAGE AND TRANSLATIONS

- 10.1 Working language
- 10.2 Translations

11. MEANS PLACED AT THE BODY'S DISPOSAL

- 11.1 Technical or economic Expertise
 - 11.1.a. Economic Expert
 - 11.1.b. Technical Experts
- 11.2 Translation and interpretation
- 11.3 Circulation of documents

12 MEANS PLACED AT THE DISPOSAL OF MEMBERS

- 12.1 Time spent in sessions
- 12.2 Dedicated time off
- 12.3 Travel time
- 12.4 Logistics

13. INFORMING THE WORKFORCE ON THE EWC's DELIBERATIONS

- 13.1 Circulating information to the workforce
- 13.2 Circulation of reports

14. TRAINING FOR MEMBERS

- 14.1 Initial training for EWC representatives
- 14.2 Extra training
- 14.3 Language courses
- 14.4 Status and responsibility for training costs

15. STATUS AND PROTECTION OF EWC STAFF REPRESENTATIVES

- 15.1 Arrangements designed to protect EWC members

16. CONFIDENTIALITY

- 16.1 Confidentiality Undertaking

17. DURATION/ AMENDMENT CLAUSES AND WITHDRAWAL FROM THE AGREEMENT

- 17.1 Term of the agreement
- 17.2 Amendment clauses
- 17.3 Withdrawal from the agreement

18 GOVERNING LAW

- 18.1 Applicable legal reference

The Parties**ANNEX 1****ANNEX 2****ANNEX 3****ANNEX 4****ANNEX 5****ANNEX 6**

PREAMBLE

On 5th January 2011, the RIO TINTO ALCAN Group sold its Engineered Products activity, leading to the formation of a new group of EU-wide dimensions called CONSTELLIUM.

In line with undertakings made during consultation of the RIO TINTO ALCAN's European Works Council on the sale, a Special Negotiating Group (SNG) met a first time on January 25, 2011, it being unanimously agreed that it would be comprised of the former members of the RIO TINTO ALCAN's European Works Council involved with the transferred Engineered Products activity.

It was moreover agreed that in the interim prior to agreement on setting up a European body on CONSTELLIUM group level but no later than April 30, 2011, the body to be informed and consulted, where needful, would be the SNG, as per the terms of the agreement on the European Works Council as that had applied to the RIO TINTO Group.

In that framework, negotiations for setting up a European information and consultation body went ahead, in order to ensure that the workforce be informed and consulted at that level.

The parties conducted the negotiations in the light of the principles defined by EU Directive 2009/38/EC dated 6th May 2009, in the light of French law and the spirit of the former "Alusuisse", "Péchiney", "ALCAN" and "RIO TINTO" agreements that have applied prior to the sale to different entities belonging to the scope of this agreement, the last applicable agreement on the EWC being the RIO TINTO's agreement.

The name of the body set up pursuant to the present agreement shall be « Comité d'Entreprise Européen » (referred to as « CEE » in the French text or « EBR » in the German translation, « EWC » in the English translation of the agreement).

The purpose of the EWC set up under the present agreement shall be to ensure the indispensable information and exchanges on transnational issues of concern to the group (as defined at chapter 2) and within the perimeter defined at section 1.1. Said information and the attendant exchanges shall contribute to properly informing the group's entire workforce in Europe and to ensuring that the policy of CONSTELLIUM tally with the actual reality as that is experienced by the workforce on their respective sites and in their activities.

Since this body shall enable the representatives of the various countries to meet, it promotes exchange of experiences between the various staff representatives of the European countries within the present agreement's perimeter.

Insofar as all these prerogatives are concerned, the parties hereto emphasise that the EWC is not a negotiating body, and that it operates in complementary fashion to the domestic and local bodies notably to facilitate the flow of EWC information and its circulation amongst the workforce, in line with EU Directive 2009/38 CE. Accordingly, the EWC shall neither replace the domestic and local bodies, nor shall it assume their prerogatives.

The intention of the parties hereto is that the agreement be an operational one; it has therefore been completed by internal regulations and 6 annexes, that shall specify the arrangements for applying certain provisions.

CHAPTER 1

SCOPE

1.1 PERIMETER

The present Agreement shall apply to the entire workforce of the companies in the EU Member states, the European Economic Area and in Switzerland, where CONSTELLIUM holds directly or indirectly over 50% of the capital or in which CONSTELLIUM (hereinafter the « Group ») has control within the meaning of Section L. 2331-1 of the French Labour Code.

The list of the companies that come within this definition as of the date of the present Agreement is attached. It shall be updated each time the EWC comes up for reappointment.

1.2 DETERMINATION OF REFERENCE LAW (FRENCH AND EUROPEAN)

The present Agreement comes within the purview of Directive 94/45/EC but also, and although it does not apply to the present Agreement signed before 30th June 2011, within the purview of EC Directive 2009/38 dated 6th May 2009, the new provisions of which the Parties intend to integrate.

France being the European country where the majority of the Group's staff members are located, the Parties have chosen to set up the EWC in France and to apply French law, notably Sections L. 2341-1 *et seq.* of the Labour Code. In the event of any difference between versions, it is the French-language version of the Present Agreement that shall prevail.

Should there be a change to European rules or to French law on the occasion of transposing the 2009/38 Directive, the management and the EWC members representing employees shall open negotiations, were such change to call for adapting one or more provisions of the present agreement (Cf. Chapter 17.2 of the present agreement). Management and the majority of the EWC members representing employees may decide to modify the parties to such negotiation.

<p>CHAPTER 2</p> <p>PREROGATIVES OF THE EWC</p>

At the outset, it should be emphasised that for the purposes of the present agreement, the meaning of information and consultation shall be as defined in Section 2 of EU Directive 2009/38/EC:

«**information**» shall mean: presentation to the staff representatives, by the employer, of information designed to enable those representatives to become acquainted with the matter at issue and to examine it; said information shall be presented at an appropriate point in time, in an appropriate manner and with appropriate contents, so as, in particular, to allow the staff representatives to make an in-depth assessment of the eventual impact, and where relevant to prepare consultations with the company's competent body of EU dimensions or with the Group of companies of EU dimensions;

«**consultation**» shall mean: establishing a dialogue and exchange of views between the staff representatives and central management or any other suitable management level, at a point in time, in a manner and with contents such as to allow the staff representatives to express, in the light of the information provided and within a reasonable timeframe, an opinion on the proposals that form the consultation's subject, without prejudice to management's responsibilities, which opinion may be taken into account within the company of EU dimensions or the Group of companies of EU dimensions.

2.1 INFORMATION AND ANNUAL EXCHANGE OF VIEWS WITH THE EWC

Without prejudice to section 2.2, the EWC represents a complement to the domestic bodies; its purpose is to institute exchange and facilitate dialogue on transnational issues that concerns the entire Group of companies within the perimeter referred to in section 1.1. The EWC does not replace the staff representative bodies within each company, each of which shall retain its own prerogatives as those are defined by domestic law and regulations.

2.1 Information and annual exchange of views

Once a year, the EWC shall convene for an ordinary session, during which it shall be informed on trends in the Group's business within the perimeter referred to in section 1.1, which information shall pertain to:

- the Group's legal and organisational structure, including major evolution in CONSTELLIUM's capital distribution,
- Its the results and economic and financial situation of its activities,
- manufacturing and sales,
- investment,
- major changes to the organisation, introduction of new working methods or manufacturing processes,

- transfer of manufacturing,
- mergers,
- employment situation and expectable job trends,
- downsizing or closure of companies, establishments or major parts thereof,
- collective redundancy,
- the main directions of employment policy,
- security results and action plan in terms of security.

The information shall be based upon a report from Management, that shall include economic and financial information on the Group on a worldwide basis, to the extent this would afford a better grasp of the situation of the activities within the perimeter defined at section 1.1.

2.2. Consultation in case of exceptional circumstances, scheme or decision likely to have major impact on the workforce's interests

The Parties are agreed on the need to provide for a procedure for consulting the EWC in the event of any exceptional circumstance, scheme or decision likely to have a major impact on the workforce's interests. An exceptional circumstance, scheme or decision such as would justify consulting the EWC in this way shall mean a single event, scheme or decision likely to have a major impact on the workforce's interests (notably in the event of outsourcing, closure of companies or establishments, or collective redundancy, a transfer of business) in at least two member States, that come within the Present Agreement's purview.

In which case, the Chairman shall notify the Bureau. Depending on the nature of the circumstance, the Chairman and Bureau shall jointly decide whether consultation shall take place on bureau level (enlarged if relevant as mentioned in section 8.1 a), or shall rather be dealt with by the European Works Council in plenary session.

This information may be effected through any medium (e-mail, conference call or visio conferencing, session, etc...). It shall be followed up by a written report, so that the Bureau's members may assess the event's impact and decide whether or not the EC shall meet in plenary session rather than the Bureau (enlarged or not).

A session of the Bureau (enlarged if needed) or a meeting of the EWC shall then be held (depending on the decision taken).

At least one week prior to that session, the body that is to be consulted (Bureau - enlarged as the case may be - or EWC meeting in plenary session) shall receive a written memorandum on the matter at issue, which memorandum shall explain the reasons for the extraordinary sessions

Once the session shall have ended, the EWC (or the Bureau, enlarged if needed) that requests such may, if it wishes to, express its opinion. This process shall not affect Management's prerogatives.

2.3 Combining the European and local consultation process

Subject to due compliance with mandatory domestic provisions that may be incompatible with what follows here, consultation procedures on the European and local level shall be conducted in parallel and in accordance with the arrangements here below:

- Opening the consultation procedure (or equivalent) with the competent bodies in each country concerned,
- EWC session (or Bureau session enlarged if needed) to be convened without delay, further to the local sessions opening the procedure,
- procedure is pursued in the company or companies concerned, in accordance with the statutory deadlines or collective agreements that apply to those companies,
- if it is compulsory for the local body to give an opinion and should the EWC or Bureau (enlarged if needed) wish to issue an opinion, arrangements for these opinions to be given shall be organized concomitantly, without the local or European bodies being subordinated one to the other,
- should the EWC or its Bureau (enlarged if needed) and the local bodies concerned decide to rely upon an Expert for advice, a single Expertise may be arranged, through a single consultancy firm for all the various bodies, each of which shall define the section of specifications that concern it; the report shall be presented to the EWC Bureau and to the instances of the companies concerned, in accordance with their respective calendars.

CHAPTER 3 COMPOSITION OF THE EWC

The EWC's composition shall be as follows:

3.1 MANAGEMENT'S REPRESENTATIVES

Management's delegation shall be comprised of the Group's Chairman or his representative, assisted by two individuals of his choice, and, where relevant, by senior executives (*cadres dirigeants*) of the B.U. concerned by the Agenda.

3.2 STAFF REPRESENTATIVES

The EWC that represents the staff members shall be selected from amongst the workforce in the perimeter defined at 1.1. and shall be appointed or elected in accordance with local law. These representatives are automatically members of the EWC and consequently are entitled to vote.

The number of representatives per country is determined as follow:

- a) one staff representative for each country where the Group has a workforce of 70 or more,
- b) additional members to be appointed as follows: one additional representative for each country where the workforce exceeds 10 % of the Group's European workforce, then one additional representative by country, for each entire bracket of 10 % of the workforce that said country represents or within the scope referred to in section 1.1.

Following this rule, the number of staff representatives is 13 at the date of signature of this agreement.

3.3 COORDINATOR OF EUROPEAN TRADES-UNION FEDERATIONS

The parties hereto acknowledge the need for constructive relations with the European trades-union federations and assert the need for existence of a role as coordinator to the EWC.

Consequently, European trades-union federations that would be representatives within CONSTELLIUM may jointly appoint this coordinator to the EWC. He shall be chosen from amongst the group's workforce, in the perimeter defined at section 1.1 and shall have a consultative role, without voting rights, at its sessions. As an exception, the coordinator may be chosen outside the group, but in such case, it is subject to the express approval of the group's management on the identity of the person.

3.4 EWC CHAIRMANSHIP

The EWC shall be chaired by the Group's Chairman or by his appointed representative.

CHAPTER 4**ARRANGEMENTS FOR APPOINTING AND RENEWING MANDATEES****4.1 APPOINTMENT AND REPLACEMENTS**

Representatives to the EWC shall be appointed for a two-year term, that may be renewed, or for the remainder of the term, where a representative must be replaced in the course of the two-year mandate.

They shall be appointed based on the breakdown of seats by country defined at section 2.2, fixing the number of representatives by country and pursuant to law and custom in force in their country. These arrangements and those that concern the requirements for replacements, shall be dealt with in an annexed inventory, that shall be integral to the Present Agreement.

Should a member be unable to fulfil his mandate or lose his mandate, should that mandate be withdrawn, or should an EWC representative cease to be part of the Group's workforce, the trades unions or the bodies that appointed him may appoint a replacement during said mandate.

4.2 TAKING INTO ACCOUNT WORKFORCE SIZE AND DATE THE MANDATEES COME INTO FORCE

The perimeter taken into account (list of companies) shall be that in force as of 5 January 2011 (for the first mandate) or 1st January of odd years (for renewals every two years).

Workforce members holding an employment contract taken into account in each company of the perimeter shall be as of 31st December 2010 (for the first mandate) or as of 31st December of even years (for renewals every two years), whatever the nature or the duration of the employment contract is.

For the purpose of designating EWC members, the initial mandate shall open on the first (1st) day of the second (2nd) month following signature of the present agreement. The mandate's term shall be two (2) years.

4.3 REPRESENTATIVITY of EWC MEMBERS

In countries with several seats on the EWC, those responsible for appointing them (trades unions, Subsidiaries CWC, etc....) shall take into account the representativeness of the various B.U.s and ensure, to the extent possible and for the purpose of distributing seats, that representation be properly balanced by gender and category of worker.

4.4 ADAPTATION TO EVOLUTION OF WORKFORCE SIZE OR PERIMETER

During the renewal of the mandates every two years, the workforce shall be consolidated in order to take into account the eventual impact of new countries or companies joining, and to redefine the breakdown of members by country.

Between two renewals it is decided the following :

- Should the Group acquire companies in a country not represented on the EWC, or should the European Union be enlarged to include a country outwith the scope of the Present Agreement, and provided that its workforce strength would warrant its having a seat on the EWC in accordance with section 2.2a, a representative of the new country shall be invited to attend the EWC sessions. It shall be appointed as per the arrangements defined at sections 3.2.a. and 4.1. without altering the make-up of the body as that had been defined when the mandate opened until the next renewal.
- Should the Group acquire a company within a country already represented on the EWC, this shall affect neither the number of EWC members or its make-up. No additional member may be appointed on that account.
- Should all the Group's companies within a single country be sold, said country shall cease to be represented on the EWC as of the day sale shall be effective, without, however, there being any change to the number of seats allotted to the other countries, until the EWC shall next come up for renewal.

CHAPTER 5**ELECTION OF THE SECRETARY, COMPOSITION AND ELECTION OF THE BUREAU****5.1 COMPOSITION OF THE BUREAU**

The EWC Bureau shall be comprised of a Secretary, a Deputy Secretary and three other members of the EWC representing employees as defined in section 3.2. The EWC Coordinator for the European federations shall have a seat on the Bureau, without, however, enjoying voting rights.

5.2 ELECTION OF THE SECRETARY, THE DEPUTEE SECRETARY AND OF THE BUREAU

At the next session following constitution or renewal of the EWC, and for the mandate's full term, the EWC shall elect the Secretary, a Deputy Secretary and the other Bureau members.

The EWC shall ensure that these appointments do indeed provide for representativity in terms of workforce, cultural areas and languages as well as of the B.U.s in Europe and, to the extent possible, that both men and women be represented.

During the mandate, should the Secretary's position fall vacant for any reason, his deputy shall replace him, for the mandate's remainder. Should there be vacant positions on the Bureau, the EWC shall hold a by-election to complete the Bureau for the mandate's remainder.

Said replacements shall be effected without delay at the next ordinary or extraordinary session, without such elections necessarily being an Agenda item.

<p style="text-align: center;">CHAPTER 6</p> <p style="text-align: center;">ORDINARY EWC SESSIONS</p>

6.1 ORDINARY SESSION

Further to a summons issued by its Chairman, the Group's EWC shall meet once a year for the purpose of an ordinary session. This session will be held in the Paris area, in a place that does not have to be the group's premises and that may be specifically rented to that purpose.

6.2 PREPARATORY SESSIONS

The staff representatives to the EWC may hold a preparatory session one month prior to an ordinary session, notably to work on the items proposed for the Agenda.

6.3 SUMMONS AND AGENDA

The Agenda shall jointly be defined by the Secretary and Chairman or his representative.

The summons and translated Agenda, along with any necessary documents, shall be forwarded to the EWC no later than two weeks prior to the ordinary session. The procedural arrangements for issuing the summons shall be defined by the Rules annexed to the present Agreement.

6.4 SESSION LENGTH

Each ordinary meeting shall have a duration of at least one full day. If circumstances require, these meetings may be extended into the following day.

Following this meeting, the time needed to draw up a summary of the work shall be granted to members of the EWC representing employees.

6.5 DELIBERATIONS

For all deliberations, the EWC's decisions shall be taken by simple majority of the members (within the meaning of section 3.2) attending. Before each vote, the EWC shall decide whether the vote shall be by show of hands or by secret ballot. If even one member asks for a secret ballot, the vote will be organised by secret ballot.

<p style="text-align: center;">CHAPTER 7</p> <p style="text-align: center;">EXTRAORDINARY EWC SESSIONS</p>
--

7.1 SUMMONS TO EXTRAORDINARY SESSIONS

Further to a summons issued by the Chairman, the EWC may meet under exceptional circumstances as defined at chapter 2, section 2.2; the Bureau may ask the Chairman to summon the session. This session will be held in the Paris area, in a place that does not have to not be the group's premises and that may be specifically rented to that purpose.

7.2 PREPARATORY SESSIONS

Prior to each extraordinary meeting, the members of the EWC representing employees shall have the right to hold a preparatory meeting, followed immediately by the extraordinary meeting. Similarly, following the meeting, they shall be given time to draw up a summary of the work.

7.3 SUMMONS AND AGENDA

The Chairman shall issue the summons along with the translated Agenda no later than one week ahead of time, as well as whatever documents may be needful.

CHAPTER 8 BUREAU MEETINGS
--

8.1 BUREAU MEETINGS

The EWC Bureau may convene:

- a) either for consultation in the event of an exceptional circumstance, scheme or decision likely to have a major impact on the workforce's interests in at least two countries within the scope referred to in section 1.1, notably in the event of outsourcing, closure of companies or establishments or collective redundancy or transfer of business,
- b) or else at the initiative of or with the agreement of Management, for information meetings and exchange of views, in order to complete or further explore or update issues examined in ordinary plenary session, on condition that the discussion concerns only one B.U. of the Group.

In the instance defined at (a), the EWC Bureau shall be expanded to members of the EWC who belong to companies or establishments concerned by the issues examined or by the measures or schemes under consideration.

The following shall be deemed to be concerned:

- companies or establishments that are directly concerned ;
- companies or establishments that are directly concerned, owing to having products, markets or legal structure in common.

The following individuals shall attend the sessions as well:

- at least one member of the EWC who has been elected or appointed in each country where the sites that are directly concerned are located (should that country not already be represented on the Bureau) ;
- where relevant, by Agreement between the Chairman and Secretary, a representative who is not a member of the EWC, from each country where the sites that are directly concerned are located.

In the instance defined at (b), the Bureau shall be expanded as per arrangements to be agreed at the plenary session of the EWC where the decision to convene the Bureau shall be made.

For information purposes, the summons to Bureau meetings along with the Agenda, shall be circulated to all EWC members at the same time as it is circulated to the members summoned to attend, no later than one week ahead of time.

The Bureau shall have time to prepare before the meeting with Management, and time to conclude once the meeting have taken place. The vote shall be held as per the same rules as those for an EWC session.

8.2 TIMEFRAME FOR IMPLEMENTING THE INFORMATION / CONSULTATION PROCESS

Insofar as all these sessions are concerned, the information, notably in the event of the exceptional circumstances, schemes or decisions referred to at section 2.2, shall be issued within a timeframe such as to enable:

- true cooperation between Management and the workforce representatives on the relevant issues;
- expression of a reasoned opinion and its consideration by Management, in good time, and within the framework of the company's decision-marking process, which process shall not however be subject to unnecessary delays.

CHAPTER 9
ROLE OF THE BUREAU AND OF THE SECRETARY

The EWC Bureau shall deal with issues relating to the body's operations and organisation. It shall, in that context, ensure that the rules on how it operates shall be properly applied and complied with.

The Secretary shall be Management's principal interlocutor on such issues, and shall to that end, communicate with the Bureau and the body as such.

CHAPTER 10
WORKING LANGUAGE AND TRANSLATIONS

10.1 WORKING LANGUAGE

As the EWC's official language is French, the authentic documents shall be deemed those drafted in the French language.

Management's presentations may be made in French, in English or in German. For ordinary sessions, the documents presented shall be made available to the session in no less than three versions (French, English and German) and, for the members speaking other languages, in their own language provided that they have confirmed their participation in the meeting at least 5 days before the meeting and that they have asked such communication at the beginning of their mandate.

For extraordinary sessions and Expanded Bureau sessions, a summary of the file, in three versions and in the languages of the country or countries directly concerned, shall be forwarded ahead of time or shall be made available to the preparatory session, at the latest, while the full documents shall be translated after the session.

10.2 TRANSLATIONS

Exchanges during the sessions shall be translated simultaneously into the languages of the participants who shall have confirmed their attendance at the session.

The documents sent to members, notably those presented to the session, shall be translated into the languages of EWC representatives.

CHAPTER 11**MEANS PLACED AT THE BODY'S DISPOSAL****11.1 TECHNICAL OR ECONOMIC EXPERTISE**

The EWC may call upon technical or economic Expert advice.

The Experts shall be chosen, and the assignments defined, by the EWC in cooperation with Management.

The Experts' remuneration shall be negotiated between themselves and the Group's Management, and the outcome of said negotiations shall be presented to the EWC.

The Experts may attend the sessions or part of the preparatory or plenary sessions where they shall report on their assignment. Their reports shall be presented to Management at the same time as to the EWC's staff representatives.

11.1.a. Economic Expert

A Chartered Accountant, appointed at the first session of each EWC mandate and for that mandate's term, shall help the EWC analyse the annual report presented by Management, before an ordinary session.

Management shall ensure that the Chartered Accountant have access to all data necessary to his assignment, as defined in ANNEX 5.

The Chartered Accountant shall draft a written report on his assignment, which shall be given to each EWC member and presented to the preparatory session. The Expert may, at the EWC's request, present, a synthesis of his report to a plenary session.

11.1.b. Technical Experts

The EWC may call upon other individuals with Expertise in specific technical areas (safety, environment, health, working conditions, training).

11.2 TRANSLATION AND INTERPRETATION

On an annual basis, the EWC shall be entitled to translation services, corresponding to twenty (20) pages in 6 languages, in order to facilitate communication between members, as well as the translation and interpretation facilities otherwise provided for the body's operational sessions. The aforesaid services may be adapted in the light of needs. The Secretary shall be responsible for ensuring that reliance upon said services be strictly in line with internal regulations.

11.3 CIRCULATION OF DOCUMENTS

Management shall forward to the EWC all documents concerning the body's operations, translated into the respective languages, within one month after the session, save for the report, which shall be issued within two weeks, once the Secretary and the Chairman shall have agreed on the draft.

However, after the extraordinary sessions, the deadline shall not be protracted beyond the mechanical constraints imposed for translation.

CHAPTER 12 MEANS PLACED AT THE MEMBERS DISPOSAL
--

Without prejudice to the prerogatives of other staff representative bodies or trades unions that may be represented within CONSTELLIUM, there shall be made available to the EWC members all means required for them to exercise their rights under the present agreement.

To that effect the following means shall be placed at the disposal of the EWC members, and shall be afforded by the establishments that employ them.

12.1 TIME SPENT IN SESSION

Time spent by the EWC in plenary, preparatory or conclusive sessions shall count as working hours and shall be paid accordingly.

12.2 DEDICATED TIME OFF

The Group's Management shall grant the EWC dedicated time off to deal with the responsibilities the mandate entails. Said time off shall be no less than an annual credit (leaving out of account travel and session-time) of :

- 30 hours for the EWC members,
- 80 hours for the Bureau members,
- 200 hours for the Secretary.

12.3 TRAVEL

Travel time for the purpose of discharging EWC responsibilities shall not count towards the dedicated time off. It shall count as working hours, and shall be covered according to customary rules, or rules to be defined in the companies or establishments to which the EWC members concerned belong.

Travel and hotel costs incurred by the EWC for the purpose of the body's operations shall be refunded according to customary rules, or rules to be defined in the companies or establishments to which the EWC members concerned belong.

The rules shall be made known to the representatives on their appointment to the EWC.

12.4 LOGISTICS

The EWC shall be afforded all logistical means necessary for its members to communicate (international telephone and telecopy lines, computer, e-mail and postal address). In each establishment to which the respective members belong, they shall have access to premises which ensure that their communications remain confidential.

The EWC may visit the Group's establishments in their own country or those within the B.U. they present, subject to permission from the Group's Personnel Management. Travel costs shall be covered as per the conditions defined at 12.3.

12.5 MEANS AVAILABLE TO THE EWC COORDINATOR FOR THE EUROPEAN TRADE-UNIONS FEDERATIONS

The coordinator shall be provided with means identical to those available to the EWC's Bureau. His travel entitlement shall extend to whatever trips may be called for, in order for him to properly discharge the mandate with which the European federations have entrusted him.

CHAPTER 13**INFORMING THE WORKFORCE OF EWC DELIBERATIONS****13.1 ENSURING THAT THE WORKFORCE BE KEPT INFORMED**

The EWC's assignment implies exchanging with the workforce they represent, in order to prepare the sessions and to report back satisfactorily on EWC deliberations.

The means and practical arrangements needed to pursue said assignment shall be determined further to consultation, by country, between the staff representatives and the relevant management in each country. The means shall take into account workforce size, the number of establishments, and diversity of the B.U.

13.2 CIRCULATION OF REPORTS

Written, translated reports on EWC deliberations shall be presented to each establishment's Management, with the address of the EWC's domestic members, in order that one copy be given to the establishment's staff representative body, if one exist. This forwarding shall occur the moment the translations into different languages shall be available.

CHAPTER 14 TRAINING

14.1 INITIAL TRAINING FOR EWC MEMBERS

On taking up their first mandate, all EWC members shall receive a copy of the present Agreement translated into their own language and shall be afforded a one day training course to familiarise them with the Group and its *modus operandi*. Management shall be responsible for this part of training.

After the renewal of the mandates, new members who have not already have received the training course will be entitled to it.

14.2 FURTHER TRAINING COURSES

Another two day module may pertain to the EWC's prerogatives and operations or to any other matter that is relevant to the EWC's properly performing its assignment. The service provider will be chosen by a majority vote of the EWC members.

EWC members may, following two EWC mandates, take a refresher course.

In addition, each member may sign up, at his or her own initiative, for meetings, training and seminars on European and international topics within his or her time allocation defined in 12.2.

14.3 LANGUAGE COURSES

The sites to which the EWC representatives belong shall be responsible for ensuring that those representatives have access to suitable language courses.

Each EWC member may ask his local management to provide him with English, German or French lessons, in line with the terms of local statute law and the Collective Bargaining Agreement.

14.4 STATUS AND RESPONSIBILITY FOR TRAINING COSTS

These courses are integral to the EWC members' mandate. Consequently, members' attendance shall be remunerated like working hours, while costs for transport, hotels and meals shall be covered by the company that employs them as per the conditions at 12.3.

CHAPTER 15**STATUS AND PROTECTION OF STAFF REPRESENTATIVES****15.1 PROVISIONS DESIGNED TO PROTECT THE EWC**

In the course of their duties, the EWC is entitled to the same forms of protection as other workforce representatives under the domestic law and/or customs of country where they are employed. Their superiors shall ensure that their tasks at work be arranged in such a manner that EWC members may duly and properly discharge their mandate.

<p style="text-align: center;">CHAPTER 16</p> <p style="text-align: center;">CONFIDENTIALITY</p>
--

16.1 CONFIDENTIALITY UNDERTAKING

The parties hereby acknowledge that the EWC is entitled to provide information to workers who come within the perimeter of section 1.1 of the present agreement.

Staff representatives on the EWC, invited guests and Experts shall nevertheless disclose nothing whatsoever, in respect of information that may come to their notice through their participation in said body, wherever such disclosure would be a criminal offence in any country in which the group operates (including outside the perimeter defined at section 1.1) or where disclosure would likely cause substantial harm to the company's business (such as disclosing the profit margins). In that framework, Management shall take care to properly identify the information which would qualify as confidential in nature.

CHAPTER 17**DURATION/ AMENDMENT CLAUSES AND WITHDRAWAL FROM THE AGREEMENT****17.1 TERM OF THE AGREEMENT**

The Term should be an indefinite one. On expiry of the first mandate and at four-year intervals thereafter, Management and the staff representatives to the EWC shall jointly evaluate how the agreement shall have been applied,

17.2 AMENDING THE AGREEMENT

Should there be a change to EU or French law concerning the EWC (NB : the Directive dated 6th May 2009 was taken into account as of the day the present agreement was signed) or should a company or business be sold or acquired resulting in a +/- 25% increase or decrease in the workforce within the perimeter defined at section 1.1 (that comparison shall be made relative to workforce strength on 31st December of the year prior to the sale or acquisition) or in case of integration of companies having an European Body, Management and the EWC's staff representatives shall, meet within a reasonable timeframe in order to renegotiate the provision(s) of the present agreement that would then need redrafting; however, the parties shall be under no duty to ensure that the negotiations be successful.

Quite independently of the duty to renegotiate under the three exceptional sets of circumstances mentioned above, either Party (i.e. Management or a majority of the EWC's staff representatives) may put forward a request for an amendment to be made, which request shall be set down in writing, and include, as an annex, a fresh draft for the provision(s) at issue. Within three months of the request being filed, the addressee of the request shall express an opinion as to whether negotiations to amend the provision(s) would be appropriate.

17.3 WITHDRAWAL FROM THE AGREEMENT

The Agreement may be terminated at three months' notice, by the Group's Management on the one hand, or by a majority of the EWC Members, on the other. In which case, renegotiation shall be launched before the notice period shall expire. The agreement shall continue to apply until such time as a Rider or fresh Agreement shall come into force or, failing that, for one year from the date on which the notice period shall expire. Should no agreement be reached at the end of this fifteen months period of time, French legal rules governing the setting up of a EWC shall be applicable.

<p style="text-align: center;">CHAPTER 18</p> <p style="text-align: center;">GOVERNING LAW</p>
--

18.1 APPLICABLE LEGAL REFERENCE

Should dispute arise and no internal solution be found, said dispute shall come before the French Courts alone, save for disputes pertaining to appointment of non-French representatives, the which shall come before the Courts of the relevant country.

LIST OF ANNEXES:**ANNEX 1**

EWC Internal Rules

ANNEX 2

List of Group companies and establishments that form the EWC's perimeter. Workforce at December 31, 2010. Presentation of the organization per Business Units.

ANNEX 3

State of the workforce, Minutes approving the assessment of workforce strength and breakdown of members by country.

ANNEX 4:

Process for appointing EWC members, and rules or customs for their appointment in each country.

ANNEX 5:

List of documents and information placed at the Chartered Accountant's disposal.

ANNEX 6

List of documents and information placed at the EWC disposal (workforce size, data concerning the labour force)