

ARCELOR

27-05-2002



[translated from French]

ARCELOR EUROPEAN WORKS COUNCIL AGREEMENT

Between:

- The ARCELOR general management, of the first part,
 - The Special Negotiation Group, of the second part.
- it was explained as follows:

FUNDAMENTAL PRINCIPLES

With a view to ensuring better circulation of information within the ARCELOR group and to create the means for social dialogue at the highest level, the above-mentioned parties have decided to set up a European Works Council (EWC). This council will serve as a basis for reinforcing the identity of the Group in order to face new challenges.

The fundamental and original principles of the USINOR European Works Council and the ARBED-ACERALIA Consultative Committee are reaffirmed. The parties to the constitutive agreements of the said committees agree to set up a single committee to make it possible to take into account the community of interests arising from the new European dimension of ARCELOR.

In a spirit of continuity, the members of the ARCELOR EWC contribute to the development of European transnational social dialogue, enriching it with the manifestation of the different cultures that are expressed by the staff representatives. They reaffirm the need to capitalise on the collective experiences and skills acquired through the operation of the existing European committees. They consider social dialogue to be a key element in the success of the company in the context of European construction.

The ARCELOR EWC covers all of the fields of the above-mentioned committees and substitutes for them, resulting in the transfer to it of all of their competencies, as from the date of signature of the present agreement.

The prerogatives and competencies of the General Management and of the local management are not affected by setting up the ARCELOR EWC.

In the exercise of their missions, the workers' representatives participate in the better circulation of information by disseminating it to the workers' representatives at national level.

The present agreement is concluded in the context of the provisions of the Luxembourg law of 28 July 2000 concerning the setting up of an EWC or a procedure in Community-scale undertakings and Community-scale groups of undertakings for the purposes of informing and consulting employees.

It forms part of the perspective of the Council Directive 2001/86/EEC of 8 October 2001, complementing the European Company status in the field of worker involvement. The parties agree to integrate this European directive and to adapt the agreement in good time, in order to comply with



the provisions of the transposition of the said directive into Luxembourg law.

Article 1 - Field of application

The present agreement applies to all employees of companies in the ARCELOR group located in a European Union Member State. In these countries, the EWC covers all entities within the Group.

In each of these countries, all undertakings in which ARCELOR holds, directly or indirectly, the majority of the subscribed company capital or over which it exercises a dominant influence (see appendix 1) are taken into consideration.

In the interests of efficiency and in order to take into account past experience, the parties will define the scope of representation, including the Member States in which the ARCELOR group employs less than 1,200 workers.

For calculating the number of workers represented in the companies belonging to the ARCELOR group on the date of merger, the average staff numbers taken into account for the establishment of the EWC is that for the period from 1 January 2000 to 31 December 2000.

ARTICLE 2 - THE MISSION OF THE EWC

The ARCELOR EWC is an entity for information and consultation. It is intended to develop social dialogue between the General Management and staff representatives by means of representation, taking into account the interests of European employees. It aims to reinforce solidarity and the cohesion of the new unit in order to assume its full dimension and realise its ambitions.

ARTICLE 3 - COMPETENCIES OF THE EWC

3.1. Principle of subsidiarity and field of application of the EWC

By virtue of the European principle of subsidiarity, the competencies and attributions of the EWC and the national representation bodies have different natures and vocations. The expression of the interests represented shall be treated in a distinct and coherent manner in each of these bodies, in accordance with their respective competencies and their rules for intervention.

The general competency of the EWC is limited to providing information and consultation on economic and social issues of a strategic and transnational nature that concern the ARCELOR group as a whole or at least two undertakings located in two different European Union Member States, or that exceed the powers of the decision-making bodies in a single Member State and significantly affect the interests of employees. It will also be informed and consulted in exceptional circumstances.

The subjects to be treated include:

- health and safety at work
- the structure of the group of undertakings
- substantial changes to the shareholder structure of the group
- the economic, financial and social situation
- probable trends in production and sales
- investments
- substantial changes in the organisation
- the introduction of new working methods or new production processes
- transfers of production and relocation
- mergers, acquisitions and disposals with an international dimension or significant changes in the perimeter of the Group
- reductions in size or closures of undertakings, establishments or major parts of them
- mass redundancies
- environmental protection in the context of national and regional legislation
- the nature and status (qualitative and quantitative) of the employment situation and employment trends
- vocational training
- professional equality

The EWC does not have competence to deal with subjects that fall within the competence of the national staff representative bodies in each country.

3.2. Information/Consultation: guidelines and content

Information and consultation must take place in good time, firstly to allow the collective expression of the transnational interests of employees to be expressed in the decision-making process, on the basis of the available data that has been adequately presented, and secondly to ensure the effective functioning of the group.

The content of the information that is given to the employees' representatives sitting on the EWC must allow them to assess in depth the impact of any measure envisaged and to prepare for consultation where necessary.

Consultation takes the form of an exchange of views between the employees' representatives on the EWC and the General Management on the basis of the information provided. A dialogue is established to ensure that responses are provided to the questions posed. In this way, all of the necessary conditions are satisfied for members of the EWC employees' representatives to express their opinions at the end of the consultation prior to a definitive decision.

At the end of the information and consultation process, and in the event of the opinion expressed by the employees' representatives not being followed by the General Management, the Select Committee (SC) will meet at its request with the General Management in order to examine the modalities for implementation of the decisions taken, respecting the competencies of the national representative bodies.

ARTICLE 4 - INTERACTION WITH THE NATIONAL BODIES

The attributions and competencies of the national representative bodies shall be in no way affected by the exercise of the competencies of the EWC, except where there are express legal provisions.

In the case of the national application of a transnational decision, proper information and consultation with the staff representatives leads to the parties seeking concomitance with the submission of the national and European bodies, in the interests of coherence. The EWC shall keep the national bodies informed of the nature of its work in the exercise of its missions.

ARTICLE 5 - COMPOSITION

5.1. Members

The EWC is a committee with a mixed composition including an employers' group (comprising representatives of the General Management) and an employees' group (comprising employees' representatives).

5.1.1. Employers' group

The representatives of the General Management are given a mandate by the ARCELOR General Management.

The employers' group has 10 members:

- the Chairman of the ARCELOR General Management or his representative
- the seven General Managers
- the Director of Human Resources at ARCELOR
- the General Secretary.

5.1.2. The employees' group

The employees' group comprises the employees' representatives of the ARCELOR group. The distribution of seats is determined by the number of staff working in the European Union Member States with less than 1,200 employees, and the sectors of activity of ARCELOR.

5.1.2.1. Number of members in the employees' group

The number of employees' representatives per country, determined by applying the calculation formula (see Appendix II), is as follows:

Country	Number of representatives
Germany	6
Belgium	10
Spain	10
France	14
Italy	2
Luxembourg	5
	47

The members of the employees' group must be employees of the ARCELOR group, i.e. they must be associated with an undertaking of the group covered by the present agreement, with an indefinite employment contract or an employment contract for a period that exceeds that of the term of the EWC mandate.

5.1.2.2. Appointment of full members and alternates

Full members and alternates of the EWC employees' group are appointed according to the rules and national practices.

Their names are communicated by the trade unions representing them to the Human Resources Department at ARCELOR, which communicates to the management of the undertakings concerned the list of employee representatives that have been appointed for the subsidiaries.

The term of the mandate is a renewable period of four years. It terminates on voluntary renunciation or when the person concerned ceases to form part of the personnel of the group, or in the case of cancellation by the appointing bodies of a country. When a member of the employees' group leaves his post during the mandate, the previously appointed alternate member for his country terminates the mandate. In the absence of an alternate member, the seat remains unoccupied unless a new appointment is organised by the country concerned.

There are as many alternate members as there are full members. If a full member of the employees' group is prevented from attending a plenary meeting, an alternate member named in advance may replace him. The alternate member must satisfy the same appointment conditions. He shall attend the preparatory meeting.

Generally speaking, it is the responsibility of the full members of the employees' group to keep the alternate members informed of the works of the EWC. In order to ensure the broadest representation for the employees' group, the appointment of alternate members should cover the broadest possible cross-section of ARCELOR.

5.1.2.3. Election of the secretary and assistant secretary

The EWC employees' group elects from its ranks the secretary and assistant secretary. They are elected by a majority vote for a term of four years. In the event of a split vote, the oldest candidate shall be declared elected. The Secretary and the Assistant Secretary are amongst the 16 members of the Select Committee.

5.2. Invited guests

In order to ensure the European dimension of the employees' representation, a representative appointed by the European Federation of Metallurgists (FEM), with a four-year renewable mandate, shall be a permanent guest with a consultative voice in the plenary and preparatory meetings. He shall participate, where necessary, in meetings of the Select Committee (SC) and the Enlarged Select Committee (ESL). He shall be subject to the same rules of confidentiality as the members of the EWC.

5.3. Chairman of the EWC and the employees' group

The Chairman of the General Management of ARCELOR is the Chairman of the EWC.

The EWC employees' group elects from its ranks a Chairman, who is Vice-Chairman of the EWC and a member of the Select Committee. The chairmanship of the employees' group shall be ensured by rotation between the national delegations.

ARTICLE 6 - SELECT COMMITTEE (SC) AND ENLARGED SELECT COMMITTEE (ESL)

The SC is a body formed by the EWC employees' group, from which it receives its mandate for the exercise of its missions. It is elected by and from the ranks of its full members on the basis of proposals made by the delegations from each country.

The SC ensures the continuity of the work of the EWC and coordinates the activities of the EWC employees' group. The EWC ensures the circulation of information between the institutions that represent employees.

It is composed of 16 members, including a secretary and an assistant secretary and the chairman of the employees' group.

Its composition is as follows:

Country	Composition
Germany	2
Belgium	4
Spain	3
France	4
Italy	1
Luxembourg	2
	16

When the SC believes that new problems are arising, it can request a meeting with the General Management in order to obtain information and engage in dialogue with it.

The great diversity and complexity of transnational questions that may arise in ARCELOR requires social dialogue of a high quality. This assumes the possibility of giving information to the representatives of the employees' most directly concerned and consulting their opinions at near as possible to the place of the strategic decision.

In exceptional circumstances that considerably affect employees' interests, the SC, after exchanging views with the General Management and after having taken a decision by a majority of two-thirds, will assess:

whether there should be dialogue for the purposes of information and/or consultation

whether an enlarged meeting should take place for the purposes of information and/or consultation.

In this case, the members of the employees' group of the EWC directly concerned by the measure and the subject of the information shall participate in a meeting of the SC. Failing adequate representation at this level and after obtaining the agreement of the General Management, one or more members elected by the national representative institution directly concerned, representing the best interests of the employees, shall participate in the meeting. Similarly, the General Management will appoint one of its members or its representative.

whether it should call an extraordinary plenary meeting, if the circumstances of the information and consultation so require.

ARTICLE 7 - WORKING GROUPS

Ad hoc working groups may be set up within the EWC. They are composed of members chosen from the ranks of full members and alternate members of the EWC employees' group and meet at the time of the plenary meeting in the context of the EWC preparatory meeting.

The place, role and type of functioning of these working groups shall be defined in consultation with the General Management of the group and the members of the EWC employees' group.

Working under a mandate granted by the EWC, they shall in particular monitor the sectoral strategies of the Group. If they deem it necessary, at the request of the EWC employees' group they may request a meeting with the managements concerned to dialogue with them.

ARTICLE 8 - FUNCTIONING

The EWC has a set of internal regulations that appear in Appendix III. These internal regulations form an integral part of the agreement. Additions may be made to them if necessary by the EWC.

8.1. Location

The EWC is located at the registered office of the public limited company ARCELOR in Luxembourg.

8.2. Meetings

The ordinary and/or extraordinary plenary meetings attended by the full members are chaired by the Chairman of the General Management of ARCELOR as Chairman of the EWC. The Chairman of the employees' group acts as Vice-Chairman during EWC meetings.

The meetings take place in principle at the registered office of the public limited company ARCELOR in Luxembourg.

8.2.1. Ordinary and extraordinary plenary meetings of the EWC

The EWC meets during the fourth quarter at the statutory plenary meeting at the call of its Chairman and after consultation with the Secretary or the Assistant Secretary of the SC.

The EWC employees' group may, at the initiative of the majority of its full members, request an ordinary plenary meeting in the month of May or June on the basis of a proposed agenda.

Exceptionally, in 2002, the EWC shall meet twice, with a constitutive meeting in the spring of 2002 and an ordinary meeting at the end of 2002.

In addition, the EWC may hold extraordinary meetings between two ordinary meetings in exceptional circumstances seriously affecting the interests of employees:

- either at the call of the Chairman
- or at the request of the SC in accordance with article 6 of the agreement.

8.2.2. Meetings of the employees' group

In the light of the agenda of the EWC agenda, the employees' group may take the initiative to hold a preparatory meeting on the preceding day.

8.2.3. Select Committee

8.2.3.1. Meetings

The SC meets at an ordinary meeting at least once a quarter and holds a follow-up meeting as an extension of each plenary meeting. It may hold extraordinary meetings in accordance with article 6 of the agreement.

8.2.3.2. Missions

The SC is responsible for preparing the preparatory, ordinary and extraordinary meetings and associated agendas, in consultation with the general management through the secretary. It may request a meeting with the General Management or any other person appointed by it.

8.2.3.3. Role of the Secretary

The secretary is also the Secretary of the EWC employees' group. The secretary is responsible for the employees' group for the preparation of EWC and SC meetings. The secretary is responsible on behalf of these meetings for the implementation and monitoring of decisions taken concerning the functioning of the EWC and the SC. The secretary chairs meetings of the SC. The secretary is the interface between the General Management and the EWC employees' group representatives.

An invitation by the Secretary of the SC or the Assistant Secretary to a preparatory meeting shall be sent to the members of the employees' group by decision of the Director of Human Resources at ARCELOR. It must indicate the date, place and time of the meeting and give the agenda and any interventions that have been requested.

The preparatory meeting shall be conducted by the Chairman of the EWC employees' group and/or the Secretary of the SC.

8.2.3.4. Role of the Assistant Secretary

The Assistant Secretary exercises the same function as the Secretary and replaces the latter in the case of absence.

8.2.3.5. Role of the Chairman of the Employees' Group

The Chairman of the employees' group acts as Vice-Chairman at the EWC plenary meetings and also conducts the preparatory meeting with the Secretary of the SC.

8.3. Agenda

The agenda of ordinary and extraordinary plenary meetings of the EWC is decided by the EWC Chairman, in consultation with the Secretary of the SC.

The information necessary for the proper comprehension of the points on the agenda of the plenary meeting is communicated by the General Management, in writing, at least eight days before the preparatory meeting to all members of the EWC employees' group, in the languages concerned.

8.4. Calls to meetings

The date and time of ordinary and extraordinary plenary meetings are fixed by mutual agreement between the Chairman of the EWC and the Secretary of the SC.

The call to the meeting, accompanied by the agenda of the statutory and ordinary meeting, is signed by the Chairman of the EWC, translated into the languages used by the addressees (F, E, D, I, NL) and sent by the Human Resources Management at ARCELOR one month before the said meetings to all members of the EWC.

It is also sent to the managements of the undertakings to which the members of the employees' group belong, as well as to the managements of the sector of activity and the Managements of the national coordination units. Electronic means shall be used, as well as the official postal service, to send the information to the members of the EWC.

8.5. Physical resources for meetings

The physical resources required for holding EWC ordinary and extraordinary meetings, employees' group preparatory meetings and ordinary and extraordinary meetings of the SC, such as a meeting room, interpretation, translation of documents and video projection equipment shall be provided by the General Management. The physical organisation of meetings shall be carried out by the ARCELOR Human Resources Department (DRH).

The payment of costs is strictly limited to the above-mentioned measures necessary to allow the meetings to operate in an appropriate manner.

8.6. Time credits

For the members of the SC, the time required to exercise their tasks, as defined in this agreement, shall be added to the existing hours of delegation for the mandates governed by each national legislation, without exceeding full time. A personal credit shall therefore be assigned to each member of the SC. This credit is not transferable from one person to another.

8.7. Working languages

The EWC working languages are simultaneously French, Spanish, German, Italian and Dutch.

The draft minutes of plenary ordinary and/or extraordinary meetings of the EWC shall be drawn up jointly by the ARCELOR Human Resources Department and the Secretary of the SC. They must be submitted for approval to the Chairman of the EWC and to the members of the SC before distribution. The minutes must be signed by the Chairman of the EWC and the Secretary of the SC.

They will be written in French and translated into Spanish, German, Italian and Dutch. When signed, they will be distributed by the ARCELOR Human Resources Department to the full members and alternate members of the employees' group in the language that they desire. They will also be distributed to the managements of undertakings to which the members of the employees' group belong, to the managements of the sector of activity and the managements of the national coordination units.

8.8. Experts

8.8.1. Recourse to experts

In the light of the agenda and provided that it is necessary for its functioning, the EWC employees' group may call on the services of a person recognised for his expertise.

This person will be appointed by a vote of the members of the EWC employees' group, in agreement with the Chairman of the EWC.

8.8.2. Costs

The payment of costs is limited in principle to one expert. He must report on his work to the members of the EWC, the SC and the General Management.

The payment of costs for expertise shall be based on a letter stating the mission, defined in advance between the General Management and the Secretary of the SC (fees, travel and accommodation costs).

In the event of recourse to an additional expert, the resulting costs shall be subject to a prior agreement between the expert concerned, the Secretary of the SC and the General Management.

8.9. Other costs

For the exercise of the missions defined in the present agreement, the costs incurred by the EWC representatives and the time spent at meetings, in preparation and follow-up shall be paid, after obtaining the agreement of the ARCELOR Human Resources Department, by the undertakings to which the representatives belong, in accordance with the legislation, agreements and practices in force.



The costs incurred by the FEM representatives (e.g. travel, accommodation) shall be paid after obtaining the agreement of the ARCELOR Human Resources Department.

Only the costs incurred by the meetings specified in the present agreement shall be reimbursed.

8.10. Training for the Employees' Group

8.10.1. Duration

This training is organised jointly by the ARCELOR Human Resources Department and the members of the SC. The arrangements will be defined in the internal regulations (Appendix III).

The members of the EWC employees' group (full members and alternates) benefit during the course of their mandate from economic, financial and social training, as well as language courses, including knowledge of the Group, for a period of 12 days, comprising:

- six days organised by the ARCELOR Human Resources Department,
- six days organised by the federations or trade organisations based on a programme that will be sent to the ARCELOR Human Resources Department for approval.

These 2 x 6 days shall be taken in a degressive manner over a four-year mandate.

This training forms an integral part of the mandate of the employees' representatives within the EWC and hence the participation of members is compulsory throughout the training period.

8.10.2. Training costs

Training costs (educational and logistical) shall be paid by the General Management.

The cost of travel, accommodation and meals shall be paid by the undertakings to which the representatives belong, in accordance with the legislation, agreements and practices in force.

8.11. External communication

EWC external communication shall be carried out by the Chairman of the EWC. The Secretary or the Chairman of the EWC employees' group is authorised to speak in its name.

8.12. Means of communication

8.12.1. To facilitate the exchange of information, it must be verified that each member of the EWC has access to the necessary IT services. The modalities for access shall be stipulated in the internal regulations (Appendix III) in accordance with the user rules.

8.12.2. A quarterly internal information bulletin covering the activities of the EWC shall be drawn up and distributed to the members of the SC, in agreement with the ARCELOR Human Resources Department.

8.13. Administrative resources of the SC

The ARCELOR Human Resources Department shall make available in Luxembourg the administrative resources required for the functioning of the EWC.

ARTICLE 9 - SECRECY - CONFIDENTIALITY

The full members and alternate members of the EWC, as well as guests invited to plenary ordinary and/or extraordinary meetings of the EWC or the SC undertake not to reveal to third parties any information that they have obtained through belonging to this body that has been classified as confidential by the General Management. Confidential information must not be transcribed into the minutes. This secrecy/confidentiality clause, which guarantees the quality of exchanges, may not act as a brake on the provision of proper information and consultation.

ARTICLE 10 - PROTECTION OF EMPLOYEES' REPRESENTATIVES WITHIN THE EWC

The members of the employees' group enjoy the same conditions of protection when carrying out their duties as the other employees' representatives in accordance with the national legal provisions and/or practices in the countries in which they are employed.

ARTICLE 11 - PREVAILING VERSION

In the event of differences between the different language versions, the French version shall prevail.

ARTICLE 12 - APPLICABLE LAW AND DISPUTES

12.1. Conciliation

12.1.1. A joint conciliation body shall be set up at the registered office of ARCELOR to arbitrate in the case of any dispute resulting from the execution of the present protocol agreement.

12.1.2. This conciliation body comprises the Chairman of the EWC and the Secretary of the employees' group, who appoint by mutual agreement a third neutral conciliator. In the event of disagreement concerning the third-party conciliator, conciliation will be deemed to have failed and article 12.2. of the present agreement will apply.

12.1.3. The conciliation body negotiates with a view to finding an agreed settlement.

12.2. Jurisdiction of the courts

All disputes that are not settled by the conciliation body fall under the exclusive jurisdiction of the Luxembourg courts and are governed by Luxembourg law.

ARTICLE 13 - OPERATIONAL REPORT

In the interests of development, the members of the EWC agree to draw up an operational report after two years of activity as follows:

The Chairman of the EWC and the Secretary of the EWC mutually agree to appoint and define the task of an independent person external to the activities of the EWC responsible for drawing up an operational report. This person shall be subject to the same rules of confidentiality and discretion as the members of the EWC.

When this report is issued, the agreement may be amended to take into account past operational experience, as well as developments in Community and national standards.

ARTICLE 14 - CLAUSES AMENDING THE AGREEMENT

14.1. Mandate for amending the agreement

The members of the employers' group and the employees' group and the representative of the European Metallurgists Federation (FEM), as stipulated in article 5.2., shall be expressly mandated by the parties signatory to the present agreement to make any amendments rendered necessary by developments in the composition of staff and the trade union representation in the Group, as well as legislative changes.

14.2. Changeover to the new EWC

In accordance with the constitutional principles in the foreword, the signatories to the present agreement (General Management and members of the Special Negotiation Group), as well as the trade union organisations that have signed agreements concerning the ARBED-ACERALIA European Consultative Committee and the USINOR European Group Committee, agree that the ARCELOR EWC shall substitute for the two existing committees, resulting in the transfer of all their competencies and all of their original and assigned prerogatives to the new EWC.

14.3. Changeover to the European Company

The present agreement incorporates, in anticipation, a part of the body of the Directive of 08 October 2001 on the involvement of employees in European Companies. When ARCELOR decides to adopt the status of a European Company, the agreement will be revised in line with the modalities stipulated in the Directive.

14.4. Changes in the staff and the perimeter of the company

The parties shall review, by mutual agreement, the composition of the EWC and the distribution of seats by country, if all new holdings acquired or disposals carried out by the ARCELOR Group result in a significant increase or reduction in the number of workers employed in a Member State covered by the present agreement.

Moreover, the parties declare their desire to review the conditions for welcoming the representatives of undertakings in the ARCELOR group situated in a country that has become a member of the European Union and achieved the threshold of 1,200 employees.

Changes in the staff in a Member State, whether or not covered by the agreement, occurring during the last year of the mandate shall have no effect on the distribution and number of employees' representatives. They will be taken into account during the next appointment of employees' representatives.

ARTICLE 15 - TERM - TERMINATION

The present protocol agreement enters into force on signature for an indefinite term.

It may be terminated by either of the parties, giving three months' notice by registered letter sent to the Chairman of the EWC (in the case of termination by the employees' group) or to the Secretary of the employees' group (in the case of termination by the employers' group).

Any decision taken by the employees' group concerning termination must comply with the internal regulations (Appendix III).

In the event of a global or partial termination, the present protocol agreement shall continue to apply until agreement on a new protocol is found.



Drawn up in Luxembourg, in 30 original copies, on 27 May 2002.

The General Management
of the ARCELOR Group
Guy DOLLE
CEO



Annex I - TOTAL AVERAGE EMPLOYEE NUMBERS ARCELOR ON 31/12/2000

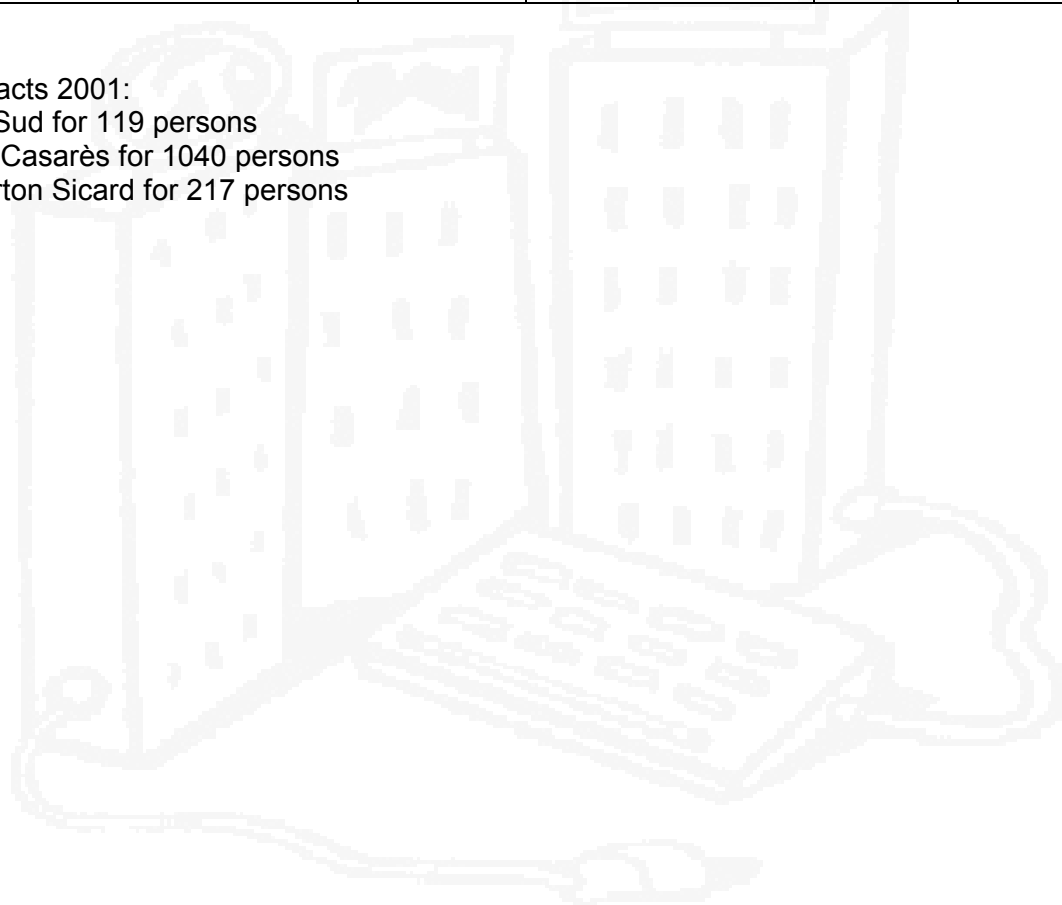
Basis brochure

ZOOM EWC ACCORDING TO COUNTRY (+ 1,000 employees)
(with integration of outstanding facts 2001)

country	USINOR	ARBED ACERALIA	total	proportion
Germany	4465	6009	10474	10,43%
Belgium	12872	9252	22124	22,02%
Spain	256	18468	18724	18,64%
France	36777	1937	38714	38,54%
Italy	1908	173	2081	2,07%
Luxembourg	0	7189	7189	7,16%
Netherlands	834	316	1150	1,14%
total	57112	43344	100456	100,00%

remarkable facts 2001:

- + Italy: Tubi Sud for 119 persons
- Spain: Ros Casarès for 1040 persons
- France: Berton Sicard for 217 persons





Annex I - Average Personnel of the Arcelor group according to EWC country + 1000 employees

Base	Company	country	sector	Eff 31/12/00
arbed aceralia	Bre.M.A	DE	Flat carbon	497
arbed aceralia	Bregal GmbH	DE	Flat carbon	156
arbed aceralia	Flachformstahl	DE	Flat carbon	125
arbed aceralia	Sidstahl Deutschland GmbH	DE	Flat carbon	82
arbed aceralia	Stahlwerk Bremen	DE	Flat carbon	4061
arbed aceralia	Tailorsteelgmbh & Cokg	DE	Flat carbon	36
arbed aceralia	Afdg	DE	Long carbon	2
arbed aceralia	Europrofil (D)	DE	Long carbon	15
arbed aceralia	Stahlwerk Thueringen GmbH	DE	Long carbon	695
arbed aceralia	Weha Edelstahl Werner Huch	DE	Stainless	85
arbed aceralia	A+R Flammstahl	DE	Distribution, trading and transformation	13
arbed aceralia	A+R Profilstahl	DE	Distribution, trading and transformation	90
arbed aceralia	Euco-Stahl	DE	Distribution, trading and transformation	5
arbed aceralia	Flamm-Stahl Ratingen	DE	Distribution, trading and transformation	69
arbed aceralia	Flamm-Stahl Thueringen	DE	Distribution, trading and transformation	26
arbed aceralia	Montana Walzstahl	DE	Distribution, trading and transformation	4
arbed aceralia	Possehl	DE	Distribution, trading and transformation	28
arbed aceralia	Profilarbed Distribution Deutschland	DE	Distribution, trading and transformation	5
arbed aceralia	Usb Thueringen	DE	Distribution, trading and transformation	15
usino	Bsg Bandstahl GmbH	DE	Flat carbon	6
usino	Cockerill Stahl Service-Essen	DE	Distribution, trading and transformation	51
usino	Cockerill-Sambre Stahl	DE	other	5
usino	Eko Feinblechhandel GmbH	DE	Flat carbon	25
usino	Eko Handelsunion GmbH	DE	Flat carbon	18
usino	Eko Stahl	DE	Flat carbon	2962
usino	Feinblechhandel GmbH	DE	Flat carbon	42
usino	Monteferro Stahl Service	DE	Distribution, trading and transformation	48
usino	Nft Neue Fugetechnik GmbH	DE	Flat carbon	52
usino	Rostfrei Coil Center	DE	Stainless	93
usino	Sar Stahlservice GmbH	DE	Distribution, trading and transformation	57
usino	Schwarzwaldeler Rohrenwerk	DE	Distribution, trading and transformation	76

usinator	Sprint Metal Edelstahl	DE	Stainless	198
usinator	Sps Alstensteig	DE	Distribution, trading and transformation	45
usinator	Sps Liechtenstein	DE	Distribution, trading and transformation	28
usinator	Srw Sps	DE	Distribution, trading and transformation	18
usinator	Stahl Handel Burg GmbH	DE	Flat carbon	15
usinator	Südband Ludwigshafen	DE	Distribution, trading and transformation	33
usinator	Ugine Edelstahl .	DE	Stainless	110
usinator	Ugine Savole Rostfrei	DE	Stainless	48
usinator	Usinator Bauteile GmbH	DE	Distribution, trading and transformation	191
usinator	Usinator Stahl Gmbb	DE	Flat carbon	113
usinator	Vulkan	DE	Other	231
subtotal		DE		10474
arbed aceralia	Decosteel	BE	Flat carbon	72
arbed aceralia	Esp Nv	BE	Flat carbon	158
arbed aceralia	Gal Tec	BE	Flat carbon	61
arbed aceralia	Ocas	BE	Flat carbon	47
arbed aceralia	Sidcenter Nv	BE	Flat carbon	31
arbed aceralia	Sidgal Esv	BE	Flat carbon	101
arbed aceralia	Sidmar Nv	BE	Flat carbon	6102
arbed aceralia	Sidstahl Nv	BE	Flat carbon	80
arbed aceralia	Sikel Nv	BE	Flat carbon	155
arbed aceralia	Tailor Steel Nv	BE	Flat carbon	94
arbed aceralia	Segal	BE	Flat carbon	164
arbed aceralia	Armasteel Sa	BE	Long carbon	48
arbed aceralia	Lam. Ruau	BE	Long carbon	166
arbed aceralia	Al-Center	BE	Stainless	17
arbed aceralia	ALZ	BE	Stainless	1491
arbed aceralia	Sunbrite	BE	Stainless	32
arbed aceralia	Almetal Beheer	BE	Distribution, trading and transformation	14
arbed aceralia	Profilarbed Staalhandel	BE	Distribution, trading and transformation	325
arbed aceralia	Van Heyghen Recycling	BE	Distribution, trading and transformation	46
arbed aceralia	Brussimmo	BE	other	2
arbed aceralia	Finindus	BE	other	1
arbed aceralia	Sidinvest	BE	other	4
arbed aceralia	Haven Genk	BE	other	41
usinator	Carlam	BE	Flat carbon	547
usinator	CFR	BE	other	94
usinator	Cockerill Mécanique Prestation	BE	Flat carbon	12
usinator	Cockerill Mechanical Industries	BE	other	1098
usinator	Cockerill Sambre sa	BE	Flat carbon	8191
usinator	CSFS	BE	other	29
usinator	CSI Maintenance	BE	other	110
usinator	CSTB	BE	Flat carbon	66
usinator	Delloye-Mathieu	BE	Flat carbon	303



usiner	Disteel	BE	Distribution, trading and transformation	259
usiner	Disteel Cold	BE	Distribution, trading and transformation	146
usiner	Espace Mobile International	BE	other	103
usiner	Eurogal	BE	Flat carbon	83
usiner	Haironville Metal Profil	BE	Distribution, trading and transformation	112
usiner	Heurbel	BE	other	46
usiner	Laminoirs De Longtain	BE	Distribution, trading and transformation	154
usiner	Maison Mathieu	BE	Flat carbon	35
usiner	Mosacier	BE	Distribution, trading and transformation	52
usiner	Oxybel	BE	Distribution, trading and transformation	144
usiner	Profilsteel	BE	Distribution, trading and transformation	36
usiner	RDCS	BE	other	62
usiner	Somef	BE	other	99
usiner	Usiner Industeel Belgique	BE	Stainless	1091
sous-total		BE		22124
arbed aceralia	Aceralia Planos	ES	Flat carbon	8908
arbed aceralia	Aceralia Transformados	ES	Distribution, trading and transformation	2057
arbed aceralia	Aceralia CS Planos	ES	Flat carbon	300
arbed aceralia	Aceralia Transformados	ES	Distribution, trading and transformation	28
arbed aceralia	Aceralia Largos Perfiles	ES	Long carbon	1395
arbed aceralia	Aceralia Largos Redondos	ES	Long carbon	1166
arbed aceralia	Aceralia Largos Verina (Heavy)	ES	Long carbon	787
arbed aceralia	Aceralia Largos Verina (Light)	ES	Long carbon	812
arbed aceralia	Aceralia Largos Perfiles	ES	Long carbon	103
arbed aceralia	Laminados Velasco	ES	Distribution, trading and transformation	788
arbed aceralia	Gonvarri & Gallardo	ES	Flat carbon	2093
arbed aceralia	Laminados Velasco	ES	Distribution, trading and transformation	31
usiner	Desesa	ES	Distribution, trading and transformation	33
usiner	Europerfil	ES	Distribution, trading and transformation	38
usiner	Sollac Mediterraneo	ES	Flat carbon	19
usiner	Solmed	ES	Flat carbon	58
usiner	Ugine Iberica	ES	Stainless	108
sous-total		ES		18724
arbed aceralia	Cofrafer	FR	Flat carbon	204
arbed aceralia	Sidstahl France SA	FR	Flat carbon	38
arbed aceralia	R.Bourgeois	FR	Flat carbon	469
arbed aceralia	Acierie de l'Atlantique	FR	Long carbon	241
arbed aceralia	Europrofil (F)	FR	Long carbon	14
arbed aceralia	Stul	FR	Long carbon	333

arbed aceralia	LME	FR	Long carbon	468
arbed aceralia	Profilarbed Distribution France	FR	Distribution, trading and transformation	148
arbed aceralia	Arbed (Mines Françaises)	FR	other	22
usiner	Alfred André	FR	Distribution, trading and transformation	27
usiner	Baechler	FR	Distribution, trading and transformation	29
usiner	Bail Industrie	FR	other	27
usiner	Beautor	FR	Flat carbon	342
usiner	Berton-Sicard	FR	Distribution, trading and transformation	44
usiner	Canaple	FR	Distribution, trading and transformation	23
usiner	Chaillous	FR	Distribution, trading and transformation	324
usiner	Cima	FR	Distribution, trading and transformation	34
usiner	Cisatol	FR	Distribution, trading and transformation	340
usiner	CLI/Fafer	FR	Distribution, trading and transformation	8
usiner	CML	FR	Distribution, trading and transformation	34
usiner	CPI	FR	Distribution, trading and transformation	16
usiner	Delta Zinc	FR	Distribution, trading and transformation	49
usiner	Deville	FR	Distribution, trading and transformation	36
usiner	d'Huart et Cie	FR	Distribution, trading and transformation	132
usiner	DPI	FR	Distribution, trading and transformation	32
usiner	Etilam	FR	Distribution, trading and transformation	409
usiner	Eurinter France	FR	Distribution, trading and transformation	85
usiner	Exma	FR	Distribution, trading and transformation	173
usiner	Fermatec	FR	Distribution, trading and transformation	20
usiner	Guille	FR	Distribution, trading and transformation	31
usiner	Guillot	FR	Distribution, trading and transformation	90
usiner	Haironville	FR	Distribution, trading and transformation	772
usiner	Haironville Guyanne	FR	Distribution, trading and transformation	10
usiner	Imphy Ugine Précision	FR	Stainless	1437
usiner	IRSID	FR	other	472
usiner	Lardier	FR	Distribution, trading and transformation	43

usiner	Letierce	FR	Distribution, trading and transformation	21
usiner	Lille Aciers	FR	Distribution, trading and transformation	119
usiner	Lopez	FR	Distribution, trading and transformation	87
usiner	Mecagis	FR	Stainless	206
usiner	Meusienne de Construction	FR	Stainless	246
usiner	Mirouze	FR	Distribution, trading and transformation	65
usiner	P.U.M.	FR	Distribution, trading and transformation	1198
usiner	PAB Est	FR	Distribution, trading and transformation	197
usiner	PAB Nord	FR	Distribution, trading and transformation	257
usiner	PAB Sud	FR	Distribution, trading and transformation	88
usiner	PFF	FR	Distribution, trading and transformation	37
usiner	PMA (Parement Métallique d'Architecture)	FR	Distribution, trading and transformation	87
usiner	PMSO	FR	Distribution, trading and transformation	192
usiner	Produits Métallurgiques Ardennes	FR	Distribution, trading and transformation	23
usiner	Produits Métallurgiques de l'Orléanais PMO	FR	Distribution, trading and transformation	35
usiner	Profil du Futur	FR	Distribution, trading and transformation	70
usiner	Profilage de la Guadeloupe	FR	Distribution, trading and transformation	14
usiner	Profilage de la Réunion	FR	Distribution, trading and transformation	54
usiner	Proximo	FR	Distribution, trading and transformation	121
usiner	PUM Paris Normandie	FR	Distribution, trading and transformation	152
usiner	PUM Plastiques Cie	FR	Distribution, trading and transformation	457
usiner	Quicanor	FR	Distribution, trading and transformation	38
usiner	S.L.P.M.	FR	Distribution, trading and transformation	358
usiner	SAR	FR	Distribution, trading and transformation	136
usiner	Savoie Métal	FR	Distribution, trading and transformation	65
usiner	Sideco	FR	other	9
usiner	SIME	FR	Distribution, trading and transformation	55
usiner	Solblank	FR	Flat carbon	107
usiner	Sollac Atlantique	FR	Flat carbon	7067
usiner	Sollac Lorraine	FR	Flat carbon	4687

usino	Sollac Méditerranée	FR	Flat carbon	3840
usino	Solvi	FR	Flat carbon	88
usino	Sotracier	FR	Distribution, trading and transformation	50
usino	Sprint Métal	FR	Stainless	360
usino	Suchail	FR	Distribution, trading and transformation	22
usino	Thionville Acier-Lorac	FR	Distribution, trading and transformation	4
usino	Transpum	FR	Distribution, trading and transformation	9
usino	Tubeurop France	FR	Distribution, trading and transformation	568
usino	Ugine	FR	Stainless	3740
usino	Ugine France Service	FR	Stainless	222
usino	Ugine Savoie France	FR	Stainless	106
usino	Ugine Savoie Imphy	FR	Stainless	1622
usino	Usino	FR	other	925
usino	Usino et Cie	FR	other	48
usino	Usino Industeel France	FR	Stainless	1614
usino	Usino Packaging	FR	Distribution, trading and transformation	2193
usino	Wannifroid	FR	Distribution, trading and transformation	79
subtotal		FR		38714
arbed aceralia	F.M.S.	IT	Flat carbon	130
arbed aceralia	F.M.S. Div.Commerciale	IT	Distribution, trading and transformation	43
usino	Alessio Tubi	IT	Distribution, trading and transformation	255
usino	CSAR	IT	Flat carbon	53
usino	Franchini	IT	Distribution, trading and transformation	44
usino	Frateli Canessa	IT	Distribution, trading and transformation	24
usino	La Magona	IT	Flat carbon	991
usino	Meusienne d'Italia	IT	Stainless	31
usino	Tubisud	IT	Flat carbon	119
usino	Trafilerie Bedini	IT	Stainless	164
usino	Ugine Savoie Italia	IT	Stainless	28
usino	Ugine Srl	IT	Stainless	148
usino	Usino Italia	IT	Flat carbon	45
usino	Usino Packaging d'Italia	IT	Distribution, trading and transformation	6
subtotal		IT		2081
arbed aceralia	LDD	LU	Flat carbon	333
arbed aceralia	Sidstahl Luxembourg Sa	LU	Flat carbon	11
arbed aceralia	Tuberie de Differdange	LU	Flat carbon	214
arbed aceralia	E.Giebel	LU	Flat carbon	164
arbed aceralia	Galvalange	LU	Flat carbon	193
arbed aceralia	Ares Light	LU	Long carbon	170
arbed aceralia	Ares Sa	LU	Long carbon	659
arbed aceralia	Europrofil (L)	LU	Long carbon	86
arbed aceralia	I.S.P.C.	LU	Long carbon	57



arbed aceralia	Mecanarbed Dommeldange	LU	Long carbon	159
arbed aceralia	Profilarbed Sa	LU	Long carbon	2603
arbed aceralia	Trefilarbed Bettembourg	LU	Long carbon	410
arbed aceralia	Trefilarbed Bissen	LU	Long carbon	520
arbed aceralia	TLM	LU	Long carbon	143
arbed aceralia	ALZ Luxembourg	LU	Stainless	42
arbed aceralia	e-ARBED Distribution	LU	Distribution, trading and transformation	5
arbed aceralia	Eucosider Commercial SA (Ex Socam)	LU	Distribution, trading and transformation	6
arbed aceralia	Profilarbed Distribution	LU	Distribution, trading and transformation	8
arbed aceralia	Profilarbed Distribution Luxembourg	LU	Distribution, trading and transformation	87
arbed aceralia	Tradearbed Export Luxembourg	LU	Distribution, trading and transformation	35
arbed aceralia	Tradearbed Luxembourg	LU	Distribution, trading and transformation	52
arbed aceralia	Arbed Intl Insurance Consult. (AIC)	LU	other	8
arbed aceralia	Arbed Sa	LU	other	253
arbed aceralia	Circuit Foil Luxembourg Trading	LU	other	388
arbed aceralia	Paul Würth	LU	other	553
arbed aceralia	Sotel	LU	other	12
arbed aceralia	Soteg	LU	other	18
subtotal		LU		7189
arbed aceralia	Profilarbed Staalhandel Cons.	NL	Distribution, trading and transformation	316
usino	Groupe Dikema & Chabot	NL	Distribution, trading and transformation	827
usino	Haironville Nederland	NL	Distribution, trading and transformation	7
subtotal		NL		1150
total arcelor	PER COUNTRY(+over 1000 employees)			100456

Annex II - rule of calculation – seat distribution at EWC Arcelor

COUNTRY

				France	Belgium	Spain	Germany	Luxembourg	Italy	Netherlands
				38714	22124	18724	10474	7189	2081	1150
300	800	1200	2000	1	1	1	1	1	1	0
	1100	2000	3100	2	1	1	1	1	1	
	1400	3100	4500	3	1	1	1	1		
	1700	4500	6200	4	1	1	1	1		
	2000	6200	8200	5	1	1	1	1		
	2300	8200	10500	6	1	1	1			
	2600	10500	13100	7	1	1	1			
	2900	13100	16000	8	1	1	1			
	3200	16000	19200	9	1	1	1			
	3500	19200	22700	10	1	1	1			
	3800	22700	26500	11	1					
	4100	26500	30600	12	1					
	4400	30600	35000	13	1					
	4700	35000	39700	14	1					
	5000	39700	44700	15						
	5300	44700	50000	16						
	5600	50000	55600	17						
	5900	55600	61500							
	6200	61500	67700							
	6500	67700	74200							
TOTAL				14	10	9	6	5	2	0 47

Note: the figure for Spain has been lowered to be in line with the last calculation. The result of the formula is 9 in stead of the 10 negotiated. (cf. Annex 1 – evolution of the perimeter because of decrease employees)

Annex III - Interior regulation of the EWC

SUMMARY

Article 1 – Voting procedure within the EWC employees' group

- 1.1 Election of the Select Committee
- 1.2 Election of the president, secretary and assistant secretary
- 1.3 Voting procedure
- 1.4 Proceedings of the employees' group and the select committee

Article 2 – General Information

Article 3 – Training

- 3.1 Trainings organized by ARCELOR
- 3.2 Trainings organized by the trade union federations

Article 4 – Modes of usage of computer-based information tools

Article 5 – Secretarial assistance of the Select Committee

Article 6 – Framework of implementation or modification of interior regulations

