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National Committee of Asbestos Workers
Organ of the Professional Department of Construction and Furniture workers of C.N.T.I.

Rua Fernando de Barros, 648 – Cx. Postal 84 – CEP 13.360-000 – Capivari – SP
Phone (019) 491-2229 – Fax: (019) 491-3304

NATIONAL AGREEMENT FOR THE CONTROLLED AND RESPONSIBLE USE OF CHRYBOTILE ASBESTOS

By virtue of this instrument, on one hand, as the representative of the workers in the fiber cement industries, the CONFEDERAÇÃO NACIONAL DOS TRABALHADORES NAS INDÚSTRIAS – CNTI (National Confederation of Industry Workers), with headquarters in the City of Brasília, at Avenue W/3 – Quadra 505 – lote 01 – SEP/NORTE, Distrito Federal, in this act represented by Mr. José Calixto Ramos; (b) COMISSÃO NACIONAL DOS TRABALHADORES DO AMIANTO – CNTA (National Committee of Asbestos Workers), with headquarters in the City of Capivari, State of São Paulo, at Rua **Fernando de Barros, 648** – downtown, in this act represented by Mr. Emilio Alves Ferreira Junior; and (c) The FEDERATIONS and the UNIONS listed below; on the other hand, as representative of the employers of the fiber cement industries (d) Sindicato Nacional da Indústria de Produtos de Cimento-SINAPROCIM (National Union of the Cement Products Industry) and (e) SINPROCIM- Sindicato da Indústria de Produtos de Cimento do Estado de São Paulo (Union of the Cement Product Industry of the State of São Paulo), located at Av. Paulista, 1313, 10th floor, suite 10/70 – São Paulo-SP and as supporting institution (f) INSTITUTO BRASILEIRO DO CRISOTILA, with headquarters in the city of Goiânia, Goiás, at Av. Laurício Pedro Rasmussen, 2535, in this act represented by Ms. Marina Júlia de Aquino; and (g) CONFEDERAÇÃO NACIONAL DA INDÚSTRIA – CNI (National Confederation of the Industry), with headquarters in the City of Brasília, at Setor Bancário, Quadra 1, Bloco C, Edifício Roberto Simonsen, Distrito Federal, have agreed on the clauses contained in this 'NATIONAL AGREEMENT FOR THE CONTROLLED AND RESPONSIBLE USE OF CHRYBOTILE ASBESTOS' that will be legally bound by the pertinent legislation and by these clauses:

- **I - TERMINOLOGY**

Clause 1- For the purposes of this Agreement, the following definitions are put forth:

- a) **“ASBESTOS”** designates the fibrous form of the silicate mineral which belongs to the group of metamorphic rocks, the serpentine rocks, known as chrysotile (white asbestos), or any mixture that contains this mineral.
- b) **“Asbestos Dust”** designates suspended asbestos particles or deposited asbestos particles, that can become loose and remain suspended in the work environment.
- c) **“Respirable asbestos fibers”** means fibers longer than 5 (five) micrometers, with a diameter of less than 3 (three) micrometers and a length/diameter ratio higher than 3 (three).

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- d) **“Exposure to Asbestos”** means exposure to suspended respirable fibers in the work environment.
- e) **“Workers”**, as per the definition contained in the Consolidação das Leis de Trabalho (Consolidation of Labor Laws), Article No. 3, Title I.
- f) **“Worker Representatives”** designates the Directors of the Professional Organizations (Unions, Federations or Confederations) and the **National Committee of Asbestos Workers - CNTA**.
- g) **“Employers”** designates corporations dedicated to processing any product containing asbestos;
- h) **“Employers' Representatives”** designates Directors of the Unions of the corresponding industries and the Board of Directors of the companies; **or the representatives of the Confederação Nacional da Indústria – CNI (National Confederation of Industries)**;
- i) **“Comissão Nacional dos Trabalhadores do Amianto” – CNTA (National Committee of Asbestos Workers)** is the representative of the **Confederação dos Trabalhadores nas Indústrias – CNTI (National Confederation of Industry Workers)** in their relations with workers, Unions, Federations and Corporations, for any asbestos-related questions; and
- j) **“Instituto Brasileiro do Crisotila – Crisotila Brasil”**, is a non-profit privately-owned corporation, comprised of a maintaining body, entrepreneurs and asbestos workers, working in partnership with the government. Its purpose is to collaborate with public organs and private and public institutions by developing research and studies promoting economic and social development, aimed at improving technical and scientific knowledge, providing support for the adequate use of chrysotile asbestos fibers in the primary and secondary industries, defending and preserving the environment and generating sustainable development, in the search of knowledge on the Brazilian reality.
- k) **“Comissão Fiscalizadora para Uso Controlado e Responsável do Amianto Crisotila – Comissão Fiscalizadora” (Supervisory Committee for the Controlled and Responsible Use of Chrysotile Asbestos - Supervisory Committee)**, a committee created and maintained for the purpose of supervising the fulfillment of this agreement.
- l) **“Transportation Companies” – companies that transport the raw material in accordance with the pertinent legislation.**

• **II - THE EMPLOYEE-EMPLOYER RELATIONS**

Clause 2- The traffic of consultation and information between the employer and the corresponding employees will be carried out through the workers representatives.

Clause 3- Every worker who finds him/herself in a situation that might represent a risk to his/her health and safety can, if necessary, cause production activities to stop, along with the **Supervisory Committee** and remove him/herself from his/her place of work and communicate this fact to his/her immediate superior as per the company's hierarchy, and shall be protected

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against any disciplinary, or retaliatory measures, in keeping with the proportionality of his/her reaction.

Clause 4- Every employee, along with the Supervisory Committee, shall develop and maintain a prevention and control program against asbestos exposure for the employees. This program will be reviewed, supervised and evaluated every year by CNTA.

Clause 5- Every semester, the company will send **CNTA** the following information regarding existing or future industrial facilities:

- a) the type of asbestos being used and its classification, in terms of fiber length;
- b) prevention and protection measures put in place to fulfill the norms stipulated in this agreement;
- c) additional information, needed to safeguard workers' health.

Clause 6- Through general meetings and from information gathered among the workers and their organizations, employers will put into effect and enforce any and all adequate measures needed to prevent or control exposure to asbestos, that is, technical controls and working methods including sanitation measures in the workplace, to ensure maximum protection to the staff.

• **III - COLLECTIVE PROTECTION MEASURES.**

Clause 7- Current legislation **prohibits** the use of other **types of asbestos**, other than chrysotile asbestos, in processing plants.

Clause 8- **Current legislation prohibits minors less than 18 (eighteen) years** of age from working in the productive sectors.

Paragraph One of One - minors working under the apprenticeship program sponsored by **SENAI**, or other similar institutions, will receive orientation from the Supervisory Committee, which will ensure the apprenticeship program will be carried out in sites where they do not run the risk of being exposed to asbestos. Furthermore, this apprenticeship can not involve activities or operations for which there is a risk of exposure.

Clause 9- Employers can only use chrysotile asbestos, as long as it is provided in safe and appropriate packaging, with labels in the Portuguese language. The label must state that the package contains chrysotile asbestos, that inhaling the dust represents a health risk and that adequate protection measures must be taken.

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- a) manufacturers of products containing chrysotile asbestos should label the product adequately, in compliance with **NR 15**.

Clause 10- Appropriate technical and practical protection devices should be adopted with the aim to prevent asbestos dust from contaminating the air of the work place, even when the tolerance limits have been respected.

Clause 11- The list below includes specific measures that should be taken to prevent or control exposure to asbestos:

- a) Asbestos will be handled always, and permanently, under the most stringent security measures, as per all the stipulations of this agreement;
- b) Collective protection measures should be implemented (an exhaust system, sealing, etc.) during operations designed to use finished products (filler) as well as grinding operations;
- c) Installation of exhaust ventilation or the wet technology during cutting operations;
- d) Installation of collective protective measures (an exhaust system, sealing, etc.) in other operations not described in items b and c, and that can cause the environment to be filled with asbestos dust;
- e) Work sites, in which the use of asbestos can generate dust, should be sealed in order to prevent the possible exposure of other staff members;
- f) Every company should have a feeding system **in the filler and** in the automatic grinders. After the crushing operation the material should be transported using wet technology, thereby eliminating the use of plastic drums. Companies that have not adopted these procedures yet should implement them within **3 (three) months after the signature of this document**.
- g) Work sites where possible exposure to asbestos can take place should be clearly marked and indicated by appropriate warning signs. Non-authorized access to these sites must be restricted.

Clause 12- It is **prohibited** to conduct **dry sanding** of the finished products.

Clause 13- All the facilities, ventilation systems, machinery and protection equipment used to control asbestos dust should be inspected on a regular basis, and these inspections will be observed by the Supervisory Committee.

Clause 14- Implementing a daily timetable for washing, humidifying and aspiration in the production sites.

14.1 The employer should provide, free of charge, to every employee working in the production area, regardless of his/her job, appropriate workwear, including a work jacket, which can not be worn outside the place of work.

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14.2 The employer will also be responsible for the cleaning, maintenance and storage of work clothing and for that purpose shall use either the company's laundry services or outsource this service from DRT-accredited companies. Work practices employed by these outsourced companies will be followed by the Supervisory Committee and inspected by **CNTA**.

14.3 Work clothing will be changed at least twice a week

• **IV – INDIVIDUAL PROTECTION EQUIPMENT – IPE**

Clause 15- Respiratory protection equipment should comply with standards established by the appropriate authority and will be worn only as a supplementary, occasional, emergency or exceptional measure, and not as an alternative to technical control.

15.1 Both employers and employees will be responsible for the proper storage and maintenance of these **IPEs**.

Clause 16- Should the need arise for a respiratory **IPE**, (emergency situation and maintenance work generating concentration of more than 0.20 fibers/cm³) the worker should spend an equal working time in a dust-free environment in a place where this equipment is not necessary.

• **V - ENVIRONMENTAL EVALUATION**

Clause 17- Employers will be responsible for paying the corresponding fees and for hiring asbestos dust concentration measurements in the air of the work places, on a regular basis, in periods which shall not exceed six months, as per norms issued by the **Associação Brasileira de Normas Técnicas – ABNT (Brazilian Association of Technical Norms)**. All the evaluation and measurements procedures should be carried out by companies accredited by the **Instituto Nacional de Metrologia – INMETRO (National Institute of Metrology)** and should be followed by the Supervisory Committee. This Committee will also indicate the places where these measurements have to be made.

Clause 18- Evaluation records on the work environment will be kept by the company for a period of 30 years, from the date they were produced.

Clause 19- Both **CNTA** and the Supervisory Committee will be granted unlimited access to the evaluation reports of the work environments and they should be analyzed in their entirety, when necessary.

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19.1 For the benefit of the workers, the employers must post these evaluation results in a Bulletin Board placed in plain sight.

19.2 All the institutions accredited by INMETRO, should submit to every manufacturer the result of the environmental evaluation carried out in their plants and send copies to **CNTA** and to the **Instituto Brasileiro do Crisotila**.

Clause 20- The representatives of the SINPROCIM Supervisory Committee, of **CNTA** and **Instituto Brasileiro do Crisotila** will have the right to request an evaluation of the work environment when necessary or challenge the results of evaluations carried out previously.

Clause 21- Should a given company terminate its activities, records from the measurements carried out as per this agreement will be forwarded to **CNTA**.

Clause 22- Employers agree to maintain concentrations in the work environments below the maximum limits listed below:

- In 85% of the sites, up to 0.10 f/cm³;
- In 15% of the sites, up to 0.20 f/cm³.

Clause 23- Uninterrupted shifts will not be allowed, even if an **IPE** is provided, in sites which may expose the worker to concentration levels of more than **0.20 fibers/cm³**.

• **VI - MEDICAL CONTROL**

Clause 24- Any worker who performs or has performed, jobs involving occupational exposure to asbestos, will have to undergo specific and periodic laboratory tests, as well as end of contract tests. These medical tests will necessarily include a clinical evaluation, teleradiography of the chest and pulmonary function test. The technique used in the chest teleradiographs should comply with the standard established by the International Labour Organization, as specified in the International Classification of Radiographs of Pneumoconioses (**ILO- Review 2000**). For the pulmonary function test, the companies must have adequate spirometry equipment, capable of evaluating forced vital capacity (**FVC**) and forced expiratory volume in one second (**VEF₁**). High resolution computerized tomography will be requested in every case in which there is a need to clarify an unclear diagnosis.

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24.1 Companies should provide workers whose contract has been rescinded the following documents, dully filled:

- a) INSS form, reference DSS-8012, List of Salary Base (2 copies).
- b) INSS form, reference DSS-8014, List of the items that comprise the Worker's Salary base for contribution (1 copy).
- c) INSS Form, reference DIRBEN-8030 and, Laudo Técnico Pericial Individual (Individual Technical Investigation Report), when and if a Group Report is not available until the time the contract is rescinded, until 12/31/2003. After that date this document will be replaced by a PPP (Perfil Profissiográfico Previdenciário - Workers working background information form).

Clause 25- The companies must inform the workers who underwent testing, of the results, by means of an appropriate form, within 10 days of the test date.

25.1 They should provide an Occupational Health Certificate - A.S.O., to every employee that has been fired.

25.2 They should forward a **CAT** to **INSS/INAMPS**, as a professional disease, for every worker with a medical indication or a suspicious diagnosis, of a disease acquired as a result of exposure to asbestos.

25.3 They should provide a full and detailed explanation of the objectives and results of the medical tests.

25.4 They should make sure test results are used solely to determine the employee's health status as regards to asbestos exposure and not as a means of discrimination.

Clause 26- Tests, proof and medical visits, as stipulated in this agreement shall always be carried out during working hours and should not represent any expense for the worker.

Clause 27- It is incumbent upon the employers, after the worker's contract has been rescinded, to make available to the worker periodical medical tests for control purposes, for a period of 30 years. These tests will be performed free of charge at regular intervals, as follows:

- a) Each two years for workers who worked in the production area from 0 to 10 years
- b) Every year, for workers who worked in production for a period of more than 10 years.

27.1 – When the contract is rescinded or when the medical tests listed in clause 27 are performed, the worker will receive, along with the ASO – Occupational Health Certificate, guidance, in writing, in two identical copies, indicating the time, place and the necessary procedures for the next medical evaluation. One of these documents will be made available to the corresponding workers union.

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27.2 – It is incumbent upon the worker and his/her legal representative to update his/her address, in the company records, in order to receive any communication that may be sent by the company.

27.3 – The undersigned will carry out a campaign aiming at fostering the medical tests listed in the *caput* of the clause.

Clause 28 - The company should make the necessary provision to ensure that workers with a diagnosis of asbestosis, a disorder or any other asbestos-related occupational disease, once this diagnosis is confirmed, and in compliance with the procedure stipulated in clause 30, regardless of fault, will be transferred to a site and/or job where the use of IPE for respiratory protection is not required. The company will also take the necessary measures to ensure that the worker's income will not be affected from this measure and that the worker will continue to receive his/her full salary during the time he/she is absent from work because of the aforementioned reason. Furthermore, the following guarantees are extended until the worker's retirement:

a- Guarantee of employment, save in the case rescission of contract by just cause.

b- Should the worker already belong to a health plan contracted by the employer, the company shall pay the monthly installments in full, as well as the user's co-participation fees, in addition to providing, free of charge, the necessary drugs for the treatment of the asbestos-related disease.

c- If the company does not have a health plan for the employees, or if the worker does not belong to the contracted plan, the company must pay all the inherent costs of the asbestos-related disease, as well as provide, free of charge, the necessary medication for treating the asbestos-related disease.

28.1 - After retirement, for employees who meet the criteria found in clause 28, letter "b", and for the time said employee continues to belong to the health plan, as per article 31 of the Federal Law No. 9,656, the company must provide immediate reimbursement to the retired employee of all the costs related to the installments and co-participation paid. The company shall also provide free of charge the necessary medication for the treatment of the asbestos-related disease. Once the period guaranteed in the aforementioned article 31 of the Federal Law No. 9,656 has expired, the retired worker will take the necessary measures to join a health plan, as per Resolution - RDC – No. 68, of 05-07-01 of the Joint Board of Directors at the Agência Nacional de Saúde Suplementar, with the same coverage of the previous plan. The company is hereby under the obligation to reimburse, immediately, all costs related to the monthly payments and the employees' participation as well as the cost of all the medication needed for the treatment of the asbestos-related disease. During the suspension period as stipulated in the ANSS resolution, the company will bear the costs related to the treatment of the asbestos-related disease.

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28.2 - After retirement, for employees who meet the criteria found in clause 28, letter "c", the company must pay in full all costs related to the treatment of the asbestos-related disease, including medication.

28.3 - In the event that the retired employee is not able to enroll in a health plan, as per the terms stipulated in sub-clause 28.1, the stipulations found in sub-clause 28.2 shall apply.

28.4- The guarantees found in sub-subsections 28.1, 28.2 and 28.3, should prevail as long as the diagnosis of asbestos-related pleuro-pulmonary changes prevail.

28.5- The company shall make available to former workers who have a diagnosis of asbestos-related disease, on the occasion of the post-rescission medical tests, stipulated in Edict 3214/78, NR-15, Annex 12, an Instrumento de Transação (Transaction Instrument), which will be made know to CNTA, that guarantees the same medical treatment and medication, current workers receive.

Clause 29- Every fiber cement plant must employ a physician who is qualified in occupational medicine, who will coordinate and be responsible for carrying out the Programa de Controle Médico de Saúde Ocupacional (Program for a Medical Control of Occupational Health) as stipulated in the **NR 7**. The sole responsibility for all the medical tests stipulated in this agreement, as well as all the actions and acts resulting from their interpretation, falls exclusively on the physician coordinating the program. Companies should send to CNTA the physician's name and qualifications by July 31st, 2005.

29.1 The minimum time needed by the physician to perform his duties of controlling the health of workers who are exposed to asbestos should be established in accordance to the number of workers in each plant and should never be **less than 2h/worker/year**.

Clause 30- As per this document, a committee composed of three physicians, with a specialization in pulmonary diseases and imaging interpretation, according to ILO's International Classification of Radiographs of Pneumoconioses - **Review 2000**, is created so that it can issue a joint statement after analyzing unclear cases. The nomination of these physicians will be made according to this order: one physician will be nominated by Instituto Brasileiro do Crisotila, one by **CNTA** (or if not possible, by the corresponding Union) and the other by the company where the employee works or used to work.

30.1 The companies will hand to the workers the results of the periodical medical tests, of the tests performed at the time the contract is rescinded as well as the results of subsequent control tests, including an occupational history and the clinical examination, through the ASO – Atestado de Saúde Ocupacional (Occupational Health Certificate). When asked, and provided the worker being evaluated authorizes it, the companies **should** provide CNTA with a copy of the ASO, as well as provide, in the medical facilities, the opportunity for any physician assisting a worker to see the medical tests.

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VII - INDUSTRIAL RESIDUES

Clause 31- As a measure to eliminate humid and dry asbestos-containing residues and waste, in order not to subject workers to any health hazard or risk, and also as a means to preserve an uncompromised environment, employers must install in their companies a recycling process for waste material and residues. The recycled product should be reused as raw material (**ZERO WASTE**).

- 31.1-** The sale of empty asbestos bags, filters and filtering bag felts is strictly forbidden and these materials should be incorporated into the production process.
- 31.2-** Considering the inapplicability of the ZERO WASTE process, with regards to the felts and filtering bags, the procedure established in the applicable legislation should be adopted.

Clause 32 - The employers will adopt appropriate measures so that the general environment does not become polluted by asbestos dust released from the work sites, as per the norms stipulated by the regional environmental control agency.

VIII - THE SUPERVISORY COMMITTEE FOR THE CONTROLLED AND RESPONSIBLE USE OF CHRYSOTILE ASBESTOS

Clause 33- A Committee will be created to supervise the fulfillment of this agreement and it will be composed of:

- a) Two members for a staff of up to 50 employees;
- b) Three members when the staff is comprised of 51 to 150 people;
- c) Four members, when the company has a staff of more than 150 employees.

Clause 34 - The members of the **Supervisory Committee** will be elected by a secret vote by workers employed in the production sector. They will serve a 2-year term and may be re-elected and reinstated, by mutual agreement among the parties. Only workers employed in the production area **who are union members and** who do not have temporary job stability can be elected, re-elected or reinstated. In the event that not all the members of the **Supervisory Committee** are reinstated, the vacant posts will only be filled by elections.

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34.1- Any time a new worker is hired, a member of the **Supervisory Committee** will take part in the orientation program and will be responsible for providing the basic guidelines on the Safe Use of Asbestos.

34.2- The members of the former **Supervisory Committee** will be reinstated by mutual agreement among the parties and will serve a 2 (two)-year term, from the date this agreement is signed. These members are barred from participating in any other internal committees in their companies.

34.3- The members of the **Supervisory Committee** will be granted temporary job stability during their term and for up to 6 (six) months after the end of their term, after which time job stability will be extinguished, a fact that will not generate the right to receive any indemnity.

Clause 35- The electoral process, including candidate registration, election and ballot counting will be coordinated by the corresponding Union, Federation or Confederation, and will be followed by the employing company and by a representative of the **Supervisory Committee**. The elected members of the committee will take office in a session presided by the regional representative of **CNTA**, and the minutes of that session shall be sent to the national coordinator's office.

Clause 36- The non-elected candidates will be considered as substitutes, according to the voting results. These substitutes will take office if the office holder becomes permanently absent and will enjoy temporary job stability, as per this agreement, as soon as they take office.

Clause 37 The members of the **Supervisory Committee** will have to attend yearly Qualification Courses coordinated by **CNTA**, comprising of at least 24 hours of classroom instruction. The company shall pay for any travel and hotel expense incurred by virtue of this clause. The companies shall also enroll work safety technicians in these courses.

Clause 38- Each member of the **Supervisory Committee** will be exempted from work for a total of 3 hours a week to perform his/her duties. The **Supervisory Committee** should be given a room and the company should give the committee members the opportunity to meet on a monthly basis for 3 hours, in their Union, to discuss issues pertinent to their objectives.

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Clause 39- The members of the Committee for the Control of the Safe Use of Asbestos:

- a) Follow and supervise the fulfillment of this agreement, and notify the employer of flaws that may be detected;
- b) Follow the environmental evaluations carried out in the work environment and the implementation of collective and individual protection measures;
- c) Provide guidance to workers on Safety and Health Measures as per this agreement;
- d) Take the necessary measures to ensure that the obligations regarding the use of asbestos as per this agreement and the pertinent legislation are fulfilled by everyone, including the employees;
- e) Draw up a monthly supervisory report that should be sent to **CNTA** and to the corresponding Union.
- f) **CNTA**, along with the Union can depose the members of the **Supervisory Committee** that are not fulfilling their obligations, in keeping with the objectives of this agreement, **and the member so deposed, as a consequence, will lose the job stability given him/her as per sub-clause 34.3.**

IX - RESPONSIBILITIES AND PENALTIES

Clause 40- It is incumbent upon the employers to comply with all the safety and health procedures prescribed in the pertinent legislation and in the agreement, in every aspect to which they are responsible for.

Clause 41- It is incumbent upon employees to comply with all the safety and health procedures prescribed in the pertinent legislation and in this agreement, within the limits of their duties and responsibilities.

Clause 42- Employers, workers, and their corresponding representatives, will establish a close working cooperation, at all levels, in applying the measures prescribed in this agreement.

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X - FINAL CONDITIONS

Clause 43- It is strictly prohibited to contract third party companies to perform storage and preparation of raw material, production and product cutting operations, filler and residue grinding, permanent maintenance work on the production line, mechanical, electrical and hydraulic work, as well as finishing, storage and product loading.

- a) If it becomes necessary to outsource third parties for temporary activities (civil construction, maintenance of specific equipment and installation of new equipment) regular and periodical control of exposure to asbestos and to the safety norms contained in this agreement will fall under the responsibility of the fiber cement company outsourcing these services;
- b) the company is under the obligation to send a copy of the contractors' contract to **CNTA**.

Clause 44- After the end of each work shift, employers should provide facilities for a shower, as well as sufficient time for one, as per ILO norms, to all the workers in the productive sectors, and provide towels, soap and slippers, free of charge.

44.1- This clause does not apply to commercial or industrial associations which may exist, among the employers who undersign this agreement.

Clause 45- Fiber cement companies must provide an appropriate place (a dining room) where workers can have their meals, as per pertinent legislation.

45.1- Additionally, the companies should continue to provide meals to all their workers in the fiber cement sector, by means of the Programa de Alimentação do Trabalhador - PAT (Worker Food Program).

45.2- The company that has not implemented yet a service to provide meals to its employees, should have fully operational service by July 1st, 2005.

45.3- The obligations found in sub-subsections 45.1 and 45.2 can be replaced by food tickets which shall be give to the employees, provided that company already provides this benefit to its employees, as stipulated by an agreement signed with the corresponding workers union.

Clause 46- **CNTA** should offer, with the support of employers and of **Instituto Brasileiro do Crisotila**, a yearly education and awareness program geared towards the workers. The **Supervisory Committee** of each company shall follow and participate in this program, which will contain information and instructions, in a language that is easy to understand, on:

- a) Effects on the health caused by exposure to asbestos;

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- b) Prevention and control measures for exposure to asbestos; and
- c) Correct work practices, use of collective and individual protection equipment made available to the workers;
- g) Risks caused by smoking associated to exposure to asbestos.

Clause 47- The role of the **Instituto Brasileiro do Crisotila** is to assist the members companies with technical questions involving control and establishment of prevention programs in which exposure to asbestos may take place, after previous consultation with the **Supervisory Committee**.

Clause 48- **CNTA** will have free access to plant facilities for the purpose of carrying out supervisory actions and, if necessary, bring production to a halt.

Clause 49- The union that represents the company's employees, will be granted access to the plants to follow the inspection visits carried out by the **Supervisory Committee** providing the company is advised of this visit at least two hours before it is to take place.

Clause 50- The companies shall send to **CNTA** a copy of the registration required by **article 7**, of the **NR 15 - Annex 12, of Edict 3,214** of the Ministry of Labor, as per Law No. 9,055 of 06/01/96, and Decree No. 2,350 of 10/15/97.

Clause 51- The **Supervisory Committee** can participate in the **CIPA** meetings any time this participation is considered convenient, as long as the scheduled time is established as in clause 38.

Clause 52 The companies that jointly undersign this agreement with the corresponding **Supervisory Committees**, become responsible for publishing and distributing a procedure manual for emergency situations (repair) and equipment maintenance (contingency plan). This activity will be followed and supervised by **CNTA**.

Clause 53- For the purpose of this agreement and the applicable legislation, especially articles 2, 3, 4 and 5 of Decree No. 2,350, of 10/15/97, the importing company is considered comparable to a domestic Brazilian extraction, processing, trade or transportation company, as the case may be.

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Clause 54- The companies hired to transport chrysotile asbestos in Brazil, should provide **CNTA** with a copy of the safety norms and procedures as per the pertinent legislation, as well as manual containing the measures that must be taken in case a traffic accident happens.

Clause 55- Failure to comply with the terms and conditions of this agreement can be punished by measures aiming at ceasing delivery to the company at fault of domestic or imported chrysotile asbestos as raw material, (article 6, Law No. 9,055, of 06.01.95).

55.1 – When **CNTA**, verifies that there is a breach of this agreement, which is not rectified by the company within 30 days, it will request the **Ministry of Labor** the suspension of the license for using asbestos, according to article 7 of the N.R. 15 annex 12 of Edict No. 3,214 of the M.T.E.

Clause 56- If one or more clauses of this agreement are considered incompatible with or contrary to the current legislation, they will be considered null and void and will not affect the other clauses.

Clause 57 – Natural and artificial fibers that can be used in cement and asbestos products should have proof of their health hazard status to workers evaluated and certified by the Ministry of Health.

Clause 58 - This agreement acknowledges the legitimacy of the **National Committee of Asbestos Workers** to:

- a) File a class action in the Labor Court and in any Civil Court on behalf of the workers, should there be a breach in any clause in this agreement; and
- b) File to file a lawsuit in the Labor Court on behalf of the workers to compel compliance with any clause contained in this document.

Clause 59 - **Instituto Brasileiro do Crisotila** should provide support to **CNTA**, including financial support, aiming at developing actions related to the dissemination and promotion of the controlled and responsible use of chrysotile asbestos, as well as the courses and training sessions referred to in clause 37.

Clause 60- This contract is in effect for two years, from the date it is signed and it can be renewed, for successive periods of two years, should both parties so desire.

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Clause 61- The terms of this agreement can be revised at any time, by unanimous decision of the parties, on the basis of technical legal or scientific recommendations and conclusions.

Clause 62- It is agreed and accepted by both parties that any doubts arising from this contract shall be settled according to the laws of the county where the company headquarters is located.

And, furthermore, it is also agreed and intended by all the parties that the terms and conditions as set forth herein are the total terms of this contract, which is signed in 3 (three) identical copies, in the presence of witnesses, who are named below.

Brasília, June 2, 2005

National Confederation of Industry Workers – CNTI
José Calixto Ramos- President

National Committee of Asbestos Workers
Emílio Alves Ferreira Júnior

National Confederation of Industries –CNI

Sindicato Nacional da Indústria de Produtos de Cimento-SINAPROCIM
Sindicato da Indústria de Produtos de Cimento do Estado de São Paulo - SINPROCIM
José Carlos de Oliveira Lima

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Instituto Brasileiro do Crisotila
Marina Júlia de Aquino - President

Eternit S/A

Infibra Ltda

Precon Goiás Industrial Ltda

Permatex Ltda.

Isdralit S/A Indústria e Comércio

Multilit Fibrocimento Ltda.

Precon Industrial S/A

Casalite Ind. e Comércio Mat. Construção Ltda.

Confibra Indústria e Comércio Ltda.

Decorlit Ind. e Com. Ltda.

Vasoleme Ind. e Com. Ltda.

Imbralit Ind. e Com. de Artefatos de Fib. Ltda

Rápido 900

Transportadora São Expedito

Sindicato dos Trabalhadores nas Indústrias da Construção, Mobiliário, Ceramistas, Ladrilhos
Hidráulicos e Produtos de Cimento de Capivari-SP

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Sindicato dos Trabalhadores nas Indústrias da Construção Civil e Mobiliário de Duque de Caxias-RJ

Sindicato dos Trabalhadores nas Indústrias da Construção Civil e Mobiliário de Esteio-RS

Sindicato dos Trabalhadores nas Indústrias de Ladrilhos Hidráulicos, Produtos de Cimento e Artefatos de Cimento Armado de Curitiba - PR

Sindicato dos Trabalhadores nas Indústrias de Ladrilhos Hidráulicos, Produtos de Cimento, Mármore, Granito, Artefatos de Cimento Armado, Olaria e Cerâmica para a Construção de Salvador- BA

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Regional Coordinator Office CNTA – Paraná

Wilson Geraldo Salles
Regional Coordinator Office CNTA – Minas Gerais

Alberto Alexandre dos Santos
Regional Coordinator Office CNTA - North / Northeast

Itaci de Sá
Regional Coordinator Office CNTA - Santa Catarina

Adilson Conceição Santana
Regional Coordinator Office CNTA - Center-West / Mining

José Sirlon de Oliveira Sobrinho
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Luis Lopes de Lima
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João Reinaldo dos Santos
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Patrocínio Braz Concentino
President of FETICOM/GO/TO

José Sebastião dos Santos
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Aroldo Pinto da Silva Garcia
President of FETICOM/RS

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President of FETICOM/SC

Luiz Antonio Rodrigues
President of FETICOM/RJ

Aguinaldo do Carmo Alcântara
President of FETRACOMPA/AP

Geraldo Ramthun
President of FETRACONSPAR

Luiz Lopes de Lima
President of FTI/GO/DF/TOCANTINS

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