
Case Studies of Good Practice for the Prevention of Racial Discrimination and Xenophobia and the Promotion of Equal Treatment in the Workplace

Portugal

WP/97/45/EN



**EUROPEAN FOUNDATION
for the Improvement of Living and Working Conditions**

**CASE STUDIES OF GOOD PRACTICE
FOR THE PREVENTION OF RACIAL DISCRIMINATION
AND XENOPHOBIA AND THE PROMOTION OF EQUAL
TREATMENT IN THE WORKPLACE**

PORTUGAL

by

**Maria Leonor Palma Carlos
and
Carlos Dias da Silva**

**Instituto de Estudos para o Desenvolvimento (IED),
Lisbon**

Working Paper No.: WP/97/45/EN

BIOGRAPHICAL NOTE

PALMA CARLOS, Leonor - Lawyer, collaborator of the *Instituto de Estudos para o Desenvolvimento* [Institute of Development Studies] for the area of immigration. Expert of the European Commission Directorate General V Networks on Immigration, Third States and Free Movement. Project leader for the Report on the Prevention of Racism at the Workplace in Portugal for the European Foundation for the Improvement of Living and Working Conditions. Has participated in various national and international meetings on migration and has worked on two books on migration in Portugal.

SILVA, Carlos Dias - Sociologist at the *Instituto Superior de Ciências do Trabalho e da Empresa* [business school].

Instituto de Estudos para o Desenvolvimento (IED),
Rue de S. Domingos à Lapa, 111-3º,
P - 1200 Lisbon.

Telephone: + 351 1 60 96 38
Fascimile: + 351 1 395 15 70
E-mail: ied@mail.telepac.pt

TABLE OF CONTENTS

Introduction

Chapter 1 - Immigration In Portugal

- 1.1. Description
- 1.2. Legal Framework
 - 1.2.1. The Constitution of the Republic and International Conventions
 - 1.2.2. Ordinary Legislation
 - 1.2.2.1. Employed Work
 - 1.2.2.2. Public housing
- 1.3. The Labour Market

Chapter 2 - Cases of Good Practice

- 2.1. Expo 98
- 2.2. Projecto da Freguesia de Carnide [Carnide Project]

Chapter 3 - Description of Policies and Practice

- 3.1. Expo 98 - Description
- 3.2. Analysis of Principal Measures Negotiated
 - 3.2.1. Regular work
 - 3.2.2. Employment Exchange
 - 3.2.3. Safety, hygiene and health at work

Chapter 4 - Assessment of Policies and Practice

- 4.1. Summary Assessment of Principles
- 4.2. Regularity of Work
- 4.3. Hygiene and Safety at Work
- 4.4. Social Report
- 4.5. Employment Exchange and Vocational Training

Chapter 5 - Conclusions

Bibliography

Interviews

Annex I

Annex II

Annex III

List of Tables

- Table 1 Foreign population with resident permit (1995)
- Table 2 Foreign workers with resident permit, by region of origin (1995)
- Table 3 Foreign workers with resident permit, by professional situation (1995)

INTRODUCTION

It was very difficult to draw up this report because codes of good practice in Portugal are rarely used and not widely publicized.

Expo 98, a major civil engineering project employing a significant percentage of immigrants, was therefore taken as the subject of this study.

This choice was made because an agreement to be applied while the work was being carried out was negotiated by the social partners, and although it does not directly address the problem of preventing racism and xenophobia, it could have an impact in this area.

Only when nearing the deadline for producing this study did information come to light on a local development project in the Carnide district of Lisbon affecting the employment of ethnic minorities. Unfortunately lack of time precluded further research, but it is worthy of mention because it is a particularly relevant example that could encourage similar initiatives.

Maria Leonor Palma Carlos

CHAPTER 1

IMMIGRATION IN PORTUGAL

1.1. Description

Portuguese immigration is a recent phenomenon which developed in the 60s and expanded in particular after the decolonization following the 1974 Portuguese Revolution.

During the decolonization process there was a significant influx of people from the former colonies who were granted Portuguese nationality by means of exceptional legislation. Over 30,000 people benefited from this measure (Maria do Ceu Esteves - Coordinator - 1991), and because they had Portuguese nationality they and their descendants, members of ethnic minorities, are not included in the statistics. In general they are socially well integrated, working as civil servants, doctors, nurses, teachers, banking and insurance staff.

Immigration from the former colonies increased from the second half of the 70s due to economic or political factors. The official statistics do not reflect this development, however, because of the weight of illegal immigration, highlighted by the variation in foreigners with residence permits in 1993 (+ 8.3%) and 1994 (+ 19.4%). This is at least partly a result of the extraordinary regularization process begun in 1992, particularly since this figure fell again to 7.2% in 1995.

It should also be noted that this process was only partially successful, leading to a new process of extraordinary regularization in 1996 which, according to official figures released by the press, will cover over 30,000 people.

However, although noticeable where they are heavily concentrated, the weight of foreigners in the resident population in Portugal is not very significant.

Table 1 Foreign population with resident permit (1995)

Origin	Total	Men	%	Women	%
Total Portugal	9,862,540	4,754,632	48.2	5,107,908	51.8
Total	168,316	98,441	58.5	69,875	41.5
EC	41,534	22,414	54.0	19,120	46.0
Third Countries	126,504	75,872	60.0	50,632	40.0
Other European	3,333	1,767	53.0	1,566	47.0
Africa	79,231	49,182	62.1	30,049	37.9
PALOPs	75,316	46,753	62.1	28,563	37.9
Other African	3,915	2,429	62.0	1,486	38.0
Americas	36,720	20,722	56.4	15,998	43.6

Origin	Total	Men	%	Women	%
North America	10,853	6,199	57.1	4,654	42.9
Central/South America	25,867	14,523	56.1	11,344	43.9
Asia	6,730	3,938	58.5	2,792	41.5
Australasia	490	263	53.7	227	46.3
Expatriates	278	155	55.8	123	44.2

Source: INE, *Estatísticas Demográficas, 1994, 1995*

According to June 1996 data from the *Serviço de Estrangeiros e Fronteiras* [Immigration Service], the largest communities from the PALOPs (*Países Africanos de Língua Oficial Portuguesa* [Portuguese-Speaking African Countries]) are from Cape Verde (39,236 people), followed by Angola (16,172) and Guinea-Bissau (12,548).

The rate of employment of citizens from the PALOPs is over 50%.

Table 2 Foreign workers with resident permit, by region of origin (1995)

Origin	Total	Working	%	Variation 1994-95	%
Total Portugal	9,862,540	4,127,589	41.9	-	-
Total	168,316	84,383	50.1	6,784	8.7
EC	41534	22071	53.1	2,356	12.0
Third Countries	126,504	62,184	49.2	4,426	7.7
Other European	3,333	1,711	51.3	- 743	- 30.3
Africa	79,231	42,530	53.7	4,052	10.5
PALOPs	75,316	40,667	54.0	3,897	10.6
Other African	3,915	1,863	47.6	155	9.1
Americas	36,720	14,704	40.0	869	6.3
North America	10,853	3,590	33.1	137	4.0
Central/South America	25,867	11,114	43.0	732	7.1
Asia	6,730	3,047	45.3	248	8.9
Australasia	490	192	39.2	-	-
Expatriates	278	128	46.0	2	1.6

Source: INE, *Estatísticas Demográficas, 1994, 1995*

With respect to their occupational integration, the rate of paid employment is greater than 95%, and involves the least skilled and least sought after occupations in the Portuguese labour market - wage earners in industry and the building trade for men, cleaning and domestic work for women.

Table 3 Foreign workers with resident permit, by professional situation (1995)

Origin	Total	Employers / Individuals	%	Employed workers	%
Total Portugal 91	4,127,570	823,139	19.9	3,167,218	76.7
Total	84,383	16,619	19.7	67,764	80.3
EC	22,071	8,921	40.4	13,150	59.6
Third Countries	62,184	7,658	12.3	54,526	87.7
Europe	1,711	610	36.7	1,101	64.3
Africa	42,530	1,883	4.4	40,647	95.6
PALOPs	40,667	1,323	3.3	39,344	96.7
Other African	1,863	1,560	30.1	1,303	69.9
Americas	14,704	4,300	29.2	10,404	70.8
North America	3,590	1,457	40.6	2,133	59.4
Central/South America	11,114	2,843	25.6	8271	74.4
Asia	3,047	787	25.8	2,260	74.2
Australasia	192	78	40.6	114	59.4
Expatriates	128	40	31.3	88	68.8

Source: INE, *Estatísticas Demográficas, 1994, 1995*

There is also a rather significant influx of immigrants from Brazil (20,027 people in June 1996 - Immigration Service data), but this is not covered by this study, since those involved are mostly businessmen, skilled workers or students.

The communities from the PALOPs (Cape Verde, Guinea-Bissau, São Tomé, Angola and Mozambique) have therefore been included in the concept of ethnic minorities, as have Indians (particularly Hindus), Timorese and Travellers.

Each of these communities are different, not only because of their original culture, but also because of the reasons for their immigration - mostly economic or political deriving from the war in their home countries - and their integration in the host society (Bruta da Costa and Manuel Pimenta - co-ordinators - 1991).

They are all typified, however, by their status as a subordinate impoverished minority in the host society.

1.2. Legal Framework

1.2.1. The Constitution of the Republic and International Conventions

Portuguese legislation is guided by the principle of equality defined in article 15 of the Constitution of the Republic (1989, amended in 1992), according to which:

1. Foreigners and expatriates who are in or who live in Portugal enjoy the same rights and are subject to the same duties as Portuguese citizens.
2. Political rights, the exercise of not predominantly technical public functions and the rights and duties reserved by the Constitution and by Law exclusively for Portuguese citizens are excluded from the provisions in the preceding paragraph.
3. By means of international convention and subject to reciprocity, Portuguese-speaking citizens are granted rights not granted to foreign citizens, with the exception of holding posts in sovereign bodies and in the government of the Autonomous Regions.
4. Subject to reciprocity, the law may grant foreign citizens resident in national territory voting rights and eligibility for election to posts in basic local government units.

In the light of this principle the provisions of the Constitution relating to rights, freedoms and guarantees apply to foreigners, who therefore enjoy the rights of service enshrined in the Constitution.

In laying down the rights of workers the Constitution (art. 59(1)) grants them to everyone, “without any distinction on grounds of age, race, citizenship, country of origin, religion, politics or ideology”.

It must also be pointed out that Portugal has ratified the principal international conventions on non-discrimination, with the exception of ILO Conventions 118 and 157.

Portugal has also signed many bilateral agreements, particularly with the PALOPs. In terms of their impact on the status of immigrants the most important are those affecting the status of citizens and the system of their assets, signed with Cape Verde (Decree Law 524-J/76 of 5 July) and Guinea-Bissau (Decree law 18/77 of 7 January). These provide for equal treatment for the professions and in the application of labour and social security legislation.

The Convention on Equal Rights and Duties between Brazilians and the Portuguese, governed by Decree Law 126/72, is also significant, laying down recognition for Brazilians resident in Portugal of both a general status of equality and a special status of equality of political rights in certain circumstances.

1.2.2. Ordinary Legislation

According to these principles ordinary Portuguese legislation is generally non-discriminatory.

In this respect, however, note should be taken of Decree Laws 97/77 of 17 March (employed work) and 797/76 of 6 November (access to public housing), whose implications have been stressed in particular by Manuel Correia of the *Frente Anti-Racial* [Anti-Racial Front].

1.2.2.1. Employed Work

The first of these laws stipulates that companies with more than five employees may not have foreign workers, even if unpaid, unless at least 90% of the labour force are Portuguese.

Although this provision does not apply to citizens of Brazil, Cape Verde and Guinea-Bissau because of the bilateral agreements referred to in 1.2.1, it is nevertheless a barrier against regularizing the work of most foreigners in the sectors in which they are most representative, such as building and civil engineering. Only the excessive deregulation of the labour market prevents the effect of this restriction being felt more strongly. This legislation is likely to change in the near future, however.

1.2.2.2. Public housing

Meanwhile Decree Law 797/76 stipulates that only nationals are eligible for public housing, which therefore restricts the right of immigrants to apply for it.

The Local Authorities responsible for administering public housing certainly apply this provision flexibly, particularly where rehousing is concerned.

This is a restriction on the constitutionally-guaranteed recognition of the right to housing, however. The effects of this are exacerbated by the shortage of rented accommodation, particularly for members of the ethnic minorities, and by the difficulties faced by workers who often do not have a stable job in obtaining credit to purchase their own housing.

A significant percentage of members of the ethnic minorities therefore have “a very poor quality of life, and because they are concentrated in peripheral areas segregated from the surrounding urban framework, ghettos tend to form whose residents become socially isolated” (Bruta da Costa and Manuel Pimenta - co-ordinators - 1991).

1.3. The Labour Market

As Maria João Rodrigues has pointed out (1992), there has been an increasing tendency towards deregulation and insecurity of work in Portugal.

On the one hand the number of SMEs has increased, with new practices of creating subsidiaries and subcontracting involving the characteristics of the unofficial economy. On the other hand increasing use is being made of highly flexible means of recruiting labour (not only by means of fixed term contracts but also by transferring workers and false self-employment - the worker declares to the tax and social security authorities that he is self-employed when in fact he works under the authority and management of an employer).

This increased insecurity of work leads to a reduction in vocational training, special skills and upward job mobility, and reduces social welfare and the weight of wages in the national economy.

According to recently published data (*Diário Público* of 3 March 1997) from a study undertaken in November last by a group of sociologists from the *Ministério da Qualificação e Emprego* [Ministry for Qualification and Employment], the flexibility of work is continuing to increase.

An analysis of the results of the survey on employment carried out from 1992 by the *Instituto Nacional de Estatística* [National Statistics Institute] by Isabel Faria Vaz of the Ministry for Qualification and Employment, showed that 1,832,000 people, i.e., around 43% of all employees in Portugal, were in a situation of “atypical” employment in 1995, a figure which had risen to almost 2 million in 1996, approximately 46% of employees. The same survey also shows that 1,200,000 workers did not make social security deductions and that, at a time when consideration was being given to reducing the working week to 40 hours, almost 900,000 people were working over 45 hours per week.

Recruitment is carried out by highly informal means which very rarely involve employment centres, while selection procedures vary but are generally discretionary.

Deregulation is particularly marked in the building and civil engineering sector, the highly competitive nature of which forces companies to seek the lowest costs, which includes reducing payroll costs.

The large companies have a reduced permanent staff, including senior and supervisory staff and skilled workers, among whom, according to a representative of the *Associação Nacional de Empreiteiros de Obras Públicas* [National Association of Civil Engineering Contractors], can be found some members of the ethnic minorities recruited before the drastic reduction in admissions to permanent staff. Other needs are covered by subcontracting and transferring workers by means of labour recruitment agents, many of whom are nationals of Cape Verde and Guinea-Bissau who used to work on the building sites and who act as intermediaries between the contractors and job-seeking residents in their neighbourhoods.

According to Joaquim Martins of the *Sindicato dos Trabalhadores da Construção* [Union of Building Workers] (UGT) (*Visão* magazine, October 1996), these are ‘real slave traders’ who exploit the workers, whom they do not pay or from whom they receive 100 to 200 escudos of the value of their pay for each hour’s work. Their activity has no special demands: those involved merely have to register as sole traders, a formality which is very often overlooked, as is employer’s liability insurance. If these labour subcontractors are required to have it they present an overall insurance policy covering far fewer workers than they actually hire.

The *Associação de Empresas de Construção Civil e Obras Públicas* [AECOPS - Association of Building and Civil Engineering Companies] (AECOPS Report on the Building Trade - 1995) also reports that 4% of workers in the associated companies originate from the PALOPs, though this only takes forms of regular contracting into account (permanent and fixed term or indefinite contracts of employment).

Compliance with hygiene and safety regulations at work is very weak. In 1995 133 workers were killed in the building trade alone, representing 32% of fatal accidents recorded throughout the country.

Social security obligations are also frequently overlooked, with workers not being registered or with wages lower than the real wages being declared, and moreover partially paid by means of allowances. This affects unemployment, sickness and retirement entitlements, with no objections from the workers, who do not expect to receive such payments when they have returned to their countries of origin.

Since piecework is the most common form of work, both the quality and restrictions on the duration of work are jeopardized. Carrying out the least skilled tasks and the speed of work demanded constrain improvement and consequent occupational progress. Employers' representatives cite illiteracy as a further obstacle barring a significant percentage of workers from performing more demanding functions. Members of ethnic minorities with good academic qualifications, including unrecognised university courses attended in the countries of origin or in Eastern Europe, are forced to work in the sector, however.

It should be mentioned that Portuguese legislation, which if applied would lay down guidelines for a true code of good practice, penalizes irregular work, entitling those involved to be admitted into the companies for which they provide work. This right is rarely exercised, however, even by the Portuguese, for fear of losing the job if legal action is unsuccessful.

Meanwhile the mobility of structures and human resources hinders effective control by the official competent body, the *Instituto de Desenvolvimento e Inspeção das Condições de Trabalho* [Institute for the Improvement and Monitoring of Working Conditions], which furthermore claims that it has insufficient resources to do its job. This whole underground economy therefore operates without restriction.

The two processes of extraordinary regularization of illegal immigrants could, however, create the conditions for greater regulation of the sector, to the extent that workers authorized to live in national territory feel less vulnerable in the host society and begin to defend their rights. Regularization of their work situation is moreover a requirement for the renewal of residence permits.

The information obtained shows that there is full employment in the building and civil engineering sector at the moment, with a shortage of specialized workers such as carpenters, electricians, etc.

This is because Portuguese workers continue to emigrate while the replacement labour (not only from the PALOPs but also internal immigrants) generally does not have special skills. Workers available in other areas of the country are recruited to carry out the most skilled tasks. There is a high turnover of members of the ethnic minorities in the building and civil engineering sector, but it is very easy for them to find work. As Arnaldo Andrade told us, they actually benefit from a certain positive (albeit perverse) discrimination, in that they may be preferred because they are docile and more readily accept the flexibility of employment.

The intensification of vocational training is extremely important, though some training, particularly improvement courses, could be carried out by a Training Centre created jointly by the *Instituto de Emprego e Formação Profissional* [Employment and Vocational Training Institute] and the employers' associations.

The development of vocational training is also constrained by the fact that there is full employment in the sector in the Lisbon metropolitan area, which has the largest concentration of ethnic minorities. Moreover, the second generation of ethnic minorities, although experiencing problems of academic failure and unemployment, are not attracted to the building trade, which they see as unskilled and dangerous. Because they have slightly higher levels of education they prefer to seek employment, even if irregular, in the restaurant business and in commerce.

The AECOPS representative interviewed also said that the vocational training courses run by the Association in the Alentejo and the Algarve are attended by many members of the ethnic minorities, including young people, but particularly first generation immigrants.

The Portuguese labour market could therefore be described as structurally discriminatory, with members of the ethnic minorities being restricted to performing less skilled tasks not offering much opportunity for occupational progress.

While there are companies that refuse outright to employ people from the ethnic minorities, racism at the workplace cannot be considered to be systematic, depending in particular on the more or less racist behaviour of senior staff (Freire - 1991). Clearly it is easy to dismiss a worker in an irregular situation for the slightest reason. It is also widely acknowledged that compliance with safety regulations is poor, which most seriously affects members of the ethnic minorities, who carry out the most hazardous tasks.

Meanwhile there is a division according to ethnic groups in the use of social facilities on building sites, although this may also be due to cultural similarities.

According to Fernando Ká, who as president of the *Associação Guineense de Solidariedade Social* [Guinea-Bissau Social Solidarity Association] is familiar with the problems of the Guinea-Bissau community, which includes a significant number of Muslims, there does not appear to be discrimination on religious grounds. Muslim workers bring their meals from home, which is actually cheaper for them, though when canteens do exist their prices are reasonable.

This is the situation reflecting the background of full employment in the building and civil engineering sector, in which immigrants represent replacement labour for Portuguese emigrants.

Problems will no doubt arise when the major projects under way come to an end, and as second generation immigrants with better academic qualifications and aspiring to more skilled work start to compete with the Portuguese.

CHAPTER 2

CASES OF GOOD PRACTICE

2.1. Expo 98

Examples of defining policies of good practice for preventing racism and xenophobia at the workplace are very rare and little known in Portugal.

We therefore focused on Expo 98 since a ‘Social Agreement’, widely reported in the media, was negotiated to provide a framework for carrying out the work on the site.

This agreement was signed by most of the partners involved: the directors of Parque Expo 98, SA, the public sector company which is the client, the building and civil engineering sector employers’ associations and the trade unions representing the workers involved, except for members of the CGTP (*Confederação Geral dos Trabalhadores Portugueses* [Confederation of Portuguese Workers]). The latter did not sign because it disagreed with an annex to the association contract for the building and civil engineering sector negotiated for the Expo works (Annex 1), mainly because it introduced principles of flexibility with respect both to working time and annual leave, which the CGTP rejects.

It should be noted that the primary objective of the Social Agreement signed is not to introduce anti-discriminatory practice, though this could result from its application.

To study this example we obtained the text of the Social Agreement (Annex II) and gathered information on the resulting practice adopted. We interviewed a management representative of Parque Expo 98, SA, a representative of the Ministry for Qualification and Employment at the site, representatives of the signatory employers’ associations, with the exception of the *Associação dos Industriais de Construção de Edifícios* [Association of Building Constructors], which declined all contact, representatives of the trade union organizations in the building and civil engineering sector, both from the UGT (*União Geral dos Trabalhadores* [General Workers’ Union]), which signed the agreement, and the CGTP, which did not, and some representatives of immigrants and anti-racist associations.

We also tried to get workers to answer a questionnaire (Annex III). Because it would be very difficult to do this directly either at the workplace, a very large building site with many working fronts in full operation, or in their homes, which are peripheral and dispersed, we tried to channel it through the trade union and immigrants’ organizations. The latter would also be more acceptable to the interviewees, many of whom are in insecure employment and risk attracting unfavourable attention for divulging such information to strangers claiming to be carrying out a sociological study.

Some of the trade unions interviewed mentioned certain communication difficulties with workers who may not have regular contracts of employment and who might face dismissal if their employers knew they were publicizing their working conditions.

Since Expo 98 is a complex, large-scale undertaking involving very short deadlines it will be difficult to control the application of the Social Agreement, particularly during the final stage, with demands for more labour and increased rates of work.

Meanwhile this work is being carried out in the building and civil engineering sector, which is highly deregulated and has extremely flexible employment relationships, as stated above. This is obviously reflected in Expo 98, despite the aim of imposing respect for certain minimum rules of conduct, without having to interfere in the actual labour organization of each contractor or subcontractor, whose autonomy was respected. More time would be required to carry out an acceptably rigorous study, not only to look in more detail at practice adopted and its consequences, but also to monitor its development over time as the date of the official opening of the world exhibition approaches.

It would moreover be essential to identify the impact of the measures laid down on the social integration of the workers and therefore on non-discrimination against them after the work on Expo 98 has concluded.

2.2. Projecto da Freguesia de Carnide [Carnide Project]

Knowledge only came to light very recently of a project developing in the Carnide district of Lisbon, formally begun in 1992 as part of the anti-poverty programme launched by the charitable organization *Santa Casa da Misericórdia*.

Given the relevance of this integrated local development project, we believe the information obtained should be reported, although the time limits laid down for carrying out the work were prohibitive. This reference to the project is therefore based entirely on information provided by the tutor at the *Instituto Superior de Ciências do Trabalho e da Empresa*, a business school, responsible for co-ordinating technical assistance, assessment and the development of training initiatives.

As a result of action taken since 1992, particularly in the Horta Nova neighbourhood with a great deal of dilapidated housing occupied by many members of the ethnic minorities, a community group involving local institutions, associations and residents was set up to provide a focus not only for exchanging information but also for launching joint cultural actions, including a gastronomy project, and seeking to create jobs.

Contacts were set up with companies in the area, some of considerable size, including the Colombo, Carrefour and Feira Nova Shopping Centres, *EPUL*, *Empresa Pública de Urbanização de Lisboa* [Lisbon Development Company] and McDonalds in Telheiras, with a view to creating jobs. Some of these companies already employed members of the ethnic minorities, particularly from the PALOPs, and also some Travellers.

The current objectives are to establish formal partnerships with the companies, to create a cultural and gastronomy centre and to organise activities autonomously for providing domestic and security services. One aim in particular is for formerly marginalized members of the ethnic minorities to provide security for the new local school, under supervision.

The jobs created are certainly not skilled. In the Carrefour Shopping Centre, for example, the functions carried out are mostly shelf stacking and cleaning. They do, however, provide social integration as an alternative to marginalization.

These companies believe this is a positive policy, the manager of Mcdonalds claiming that it brings in more customers, including the friends of employees, and added security.

The project is being extended to another run-down neighbourhood in the Carnide district and is likely to be subsidized by the European Commission Directorate General V.

CHAPTER 3

DESCRIPTION OF POLICES AND PRACTICE

3.1. Expo 98 - Description

This undertaking, in parallel to preparation of the installations for the world exhibition planned for Lisbon in 1998, involves redeveloping a decayed industrial area spreading over some 33 ha, and includes the redevelopment of a railway station, construction of cultural, sporting, commercial, hotel and health facilities, residential areas, offices and a park.

Work began in 1995 and the first stage will last until the official opening of the exhibition, scheduled for May 1998. This will be followed by the construction of buildings by private individuals who purchased land in the area.

Over 5,000 people currently work on the site, a figure which is likely to exceed 6,000 next year. Parque Expo 98, SA, however, only employs 400 workers. As described above in the building and civil engineering sector, work is farmed out to contractors who in turn hire subcontractors and self-employed workers or adopt the system of transferring workers.

The objective of the Social Agreement for Expo 98 was to facilitate the recruitment of sufficient skilled workers and to ensure a climate of social harmony that would not jeopardize the rate of work.

In addition to creating an Assistance Fund to guarantee minimum earnings for a maximum of one year for workers employed by companies previously established on the site of Expo 98, the award of the benefit being conditional upon registration with the Employment Exchange, the most significant measures envisaged are:

- to avoid illegal work, which affects competition and is prejudicial to the social security system;
- to create an Employment and Vocational Training Exchange with a view to balancing the supply and demand for employment, facilitating recruitment, providing mobility, improving the vocational skills of workers and preventing illegal contracting (ANNEX II, Clause 1, of the Social Agreement);
- to promote safety, hygiene and health at work.

As regards working conditions and relationships, the collective labour agreements in force and an annex (referred to above) that will be valid temporarily for the site of Expo 98 will apply with the aim of allowing greater flexibility in employment relationships, which is why it was not signed by the CGTP.

The social partners have also undertaken to promote negotiations in collective labour disputes and to try to ensure that their associates use conciliation and arbitration to settle individual labour disputes.

A Monitoring and Assessment Committee formed by representatives of the employer organizations and trade unions was set up to monitor application of the measures provided for in the Social Agreement. Committee meetings may be attended by representatives of Parque Expo 98 and the Ministry for Qualification and Employment, which may form part of the Committee as the chair.

The Monitoring and Assessment Committee will operate in plenary session and through the following specialized sub-committees:

- the Sub-Committee for Employment and Vocational Training;
- the Sub-Committee for the Prevention of Occupational Risks;
- the Sub-Committee for the Prevention of Disputes.

The representative of Parque Expo 98 referred us to the decision to make the general contractor responsible for paying wages owed to subcontractors or suppliers of labour, who are dismissed if they fail to comply, as an example of a measure adopted to forestall labour disputes.

A monthly social report is prepared on the development of the labour force according to contracts and occupational categories. It also covers the distribution of tradesmen by occupation but does not contain any reference to the nationality or ethnic origin of workers.

This document may also record observations considered relevant in the areas of activity of each specialised Sub-Committee of the Monitoring and Assessment Committee.

3.2. Analysis of Principal Measures Negotiated

The principal measures negotiated, which do not directly aim to prevent racism and xenophobia at the workplace but which could have a positive impact in this area, will now be analysed in more detail.

3.2.1. Regular work

In order to enter the Expo 98 site a card has to be presented which is issued only to workers who have proved that they are legally resident in the country and are registered with the social security.

The regularity of the employment relationship in the light of labour legislation is not analyzed (unacceptable transfer of workers, self-employed status when work is actually carried out under the authority and management of a company), as this is considered to be the responsibility of the *Instituto para o Desenvolvimento e Inspeção das Condições do Trabalho*.

3.2.2. Employment Exchange

An Employment Exchange will be set up to be run by the *Centro Integrado* [Central Office] of the Ministry for Qualification and Employment, where both workers in the building and civil

engineering sector and other workers required for putting on the Exhibition and unemployed workers from companies that previously worked on the site of Expo 98 will be able to register.

Contractors who use the Employment Exchange must not discriminate against the workers recruited through it in favour of their own staff, unless the quality and quantity of work carried out justifies different treatment.

Workers registered with the Employment Exchange are expected to participate in vocational training initiatives, when they may receive training allowances or other incentives awarded under the Community Support Framework. Workers directed to attend training initiatives must comply with such directions.

The aim of vocational training is to provide workers with greater skills, “so as to promote their employability, develop the quality and productivity of their work and prevent occupational risks” (Point I of the Social Agreement).

Training should also be provided for workers registered with the Employment Exchange so that they get information on the project and the construction site and on the prevention of occupational risks before they begin to work there.

3.2.3. Safety, hygiene and health at work

Annex III of the Social Agreement defines the obligations largely falling upon contractors in complying with the legislation and regulations in force, with Directive 92/57/EEC, with the Safety and Health Plan and with the Construction Site Manual. It should be noted that this is the only undertaking for which the client draws up safety plans, thus complying with the Construction Site Directive.

The contractors are responsible for ensuring that the social facilities and sanitary equipment required are provided.

Both contractors and subcontractors are required to insure their personnel against accidents at work and to take steps to ensure that pieceworkers and self-employed workers are also covered. Parque Expo 98 in any event holds insurance that can be applied if the system fails.

If contractors, companies or their personnel fail to comply with the legal and contractual obligations or with the provisions in the “Safety and Health Plan” the client may suspend the works, the resulting delays and losses being attributed to the contractor responsible. The client will co-ordinate and monitor compliance with safety and health requirements, and if defects not corrected in due course are detected, the client may have them corrected at the contractor’s expense.

A first aid post operates permanently on the site.

There is no specific safety training, but steps have been taken to ensure that the general and specific rules for each trade are widely publicized.

CHAPTER 4

ASSESSMENT OF POLICIES AND PRACTICE

4.1. Summary Assessment of Principles

While the Social Agreement, the first of its type in Portugal, does not have the direct objective of preventing racism and xenophobia at the workplace, it does embody principles that could have an influence in this area.

Firstly the rejection of unauthorized work and the monitoring of employment relationships, at least with regard to having them comply with the social security system, would immediately help to make everyone's conditions of work equal, reducing the vulnerability and acquiescence to their employers of workers in an irregular situation.

The operation of the Employment Exchange under the supervision of the Ministry for Qualification and Employment could avoid discrimination in access to employment and provide appropriate training for less skilled workers, many of whom are members of the ethnic minorities who would thus enjoy opportunities for vocational progress. Meanwhile application of the principle of "equal pay for equal work", accepted (albeit not very explicitly) in the Employment Exchange regulations, would attenuate discriminatory situations such as those arising from carrying out the more skilled tasks earning remuneration corresponding to undifferentiated work.

Other points would be relevant, such as ensuring that the mandatory insurance against accidents at work had been taken out and laying down the principle that the main contractors would replace subcontractors and suppliers of workers in paying wages in arrears, a phenomenon mainly affecting the most unprotected workers, many of whom are members of the ethnic minorities.

Publicizing and complying with the rules of safety, hygiene and health at work will also have the effect of reducing accidents, which will particularly affect the least skilled and least experienced workers, who are mostly immigrants.

4.2. Regularity of Work

Our interviews showed that the labour situation at Expo 98 is not substantially different from the national situation, which is arguably structurally racist, with immigrants generally performing the least skilled and consequently most poorly paid tasks.

Deregulation of the building and civil engineering sector has also been reflected in Expo 98, since the regularity of employment relationships is no longer monitored. On each site this leads to a succession of subcontracted labour, the transfer of workers and recruitment on a self-employed basis, so that the use of 'atypical' work is not excluded.

Efforts to ensure that the workers' situation is in order, both in terms of residence in the country and registration with the social security, are seen as positive. As some interviewees

pointed out, however, it is accepted that there are shortcomings that are not easily detected because of the structure of the sector and the turnover and mobility of less skilled labour. Meanwhile, while workers are granted access to the site according to their relationship with the contractors, cards are checked individually by presentation

Thus if workers without a card are identified at the entrance to the Expo site they can be replaced virtually immediately by other workers also not carrying a card, which takes around a month to issue. Registration and keeping up to date with the social security are similarly not subject to immediate or even short-term checks. We were told that mobile Immigration Service posts operated at the Expo at the time of the extraordinary regularization process, with trade unions even being asked to provide documents proving that workers performed a professional activity. It was accepted that this could replace the declarations from employers' organizations to substantiate the means of subsistence, which are essential for regularization.

4.3. Hygiene and Safety at Work

Although there is no training in hygiene and safety at work, the drafting and publication of a Safety and Health Plan, safety files by occupation, the mandatory periodic submission by contractors of reports in this area and the regular operation of the Sub-Committee for the Prevention of Occupational Risks are positive initiatives.

Like the trade union organizations, those responsible for Parque Expo 98 also seek to monitor application of the rules of hygiene and safety at work from the point of view of prevention, drawing attention to faults detected and trying to ensure that they are corrected. If risks are identified work can be suspended until they are eliminated, though this has rarely occurred. Luís Lopes, UGT representative on this Sub-Committee, told us that the level of accidents at Expo 98 is one of the lowest in Portugal and that the most serious accidents involved national specialist workers, though it must be acknowledged that there are fewer accident reports involving immigrants.

4.4. Social Report

The preparation of an albeit not very detailed monthly social report and the possibility that the signatory trade union organizations will monitor its application is also a positive measure.

4.5. Employment Exchange and Vocational Training

The failure of the Employment Exchange to function because the employer organizations do not use it, thus restricting the possibility of recruiting workers according to potentially more transparent rules valued by the trade union organizations, and restricting the access of those registered to vocational training initiatives is a serious shortcoming. Employer organizations prefer to use already specialized labour, even though it might come from other areas of the country where full employment does not exist in the sector. All the signs are that the most skilled work is and will continue to be carried out mainly by Portuguese nationals while the least skilled work will be done by members of the ethnic minorities.

Workers are recruited locally by delegates of the employer organizations or by the use of suppliers of labour.

In these circumstances the occupational progress of immigrants occurs by roundabout means, not by obtaining better vocational skills but by becoming recruiters of labour, and thus being involved in a highly deregulated system of work.

CHAPTER 5

CONCLUSIONS

This summary analysis highlights the difficulty of ensuring that good practice is respected on a given undertaking when it is not reflected in the surrounding society.

The great competitiveness between companies and the search for the lowest costs, using intensive unskilled labour, inevitably leads to unfavourable treatment of workers in the lowest socio-economic class, which includes members of the ethnic minorities.

This is exacerbated by the latter's weaker capacity to demand better conditions, if not their total acquiescence, since they are vulnerable in an alien society and are afraid to assert their rights, even when they are aware of them. It should also be noted that specific discriminatory attitudes depend in large measure on the behaviour of those who are most directly responsible for the situation of the workers - the supervisory staff.

The essential measure of regularizing the residence in Portugal of previously illegal immigrants, a basic condition for providing access to the regular labour market, has already been taken to bring an end to this arguably structural discrimination.

A second crucial step of restricting the use of 'atypical' work, which as stated in point 1.3 above covers 46% of the total employees in Portugal and therefore also the Portuguese, must now be taken. Certain measures have been defined in this respect, such as broader and more rigorous monitoring of the application of prevailing legislation. Even if they come to be adopted, however, the results will only be felt in the long term because of the scale of the problem in the country.

Only the correct functioning of the labour market, however, in which both employers and workers use the employment centres, where selection and promotion of workers is governed by objective transparent criteria, where vocational training complements academic training to promote integration into working life, and where schooling involves countering academic failure, will really make it possible to avoid discrimination and promote the effective adoption of codes of good practice.

Situations identified as discrimination will in fact only be detected sporadically if access to employment is provided by informal means through personal relationships, and if immigrants are barred from regular employment, which prevents their occupational advancement in a company from the outset.

This does not preclude challenging cases of discrimination, where the now legally accepted involvement of immigrants' and anti-racist associations could have a significant effect.

All these changes in the labour market involve progress in social consensus, including all the social partners, so as to obtain a strategic agreement which encourages the use of typical forms of work and helps eliminate the use of irregular work.

The current background of very widespread failure to respect labour legislation certainly hinders the work of the *Instituto para o Desenvolvimento e Inspeção das Condições do Trabalho*, which we were told is ineffective. Its capacity to act must therefore be strengthened, not only with repressive powers but particularly with pedagogical and preventive objectives.

These structural modifications, the results of which may only be felt in the medium term, highlight the importance of initiatives such as those implemented in Exp98 and Carnide.

Signature of the Expo 98 Social Agreement is a pioneering experience involving the social partners in preparing and monitoring the application of certain principles leading to more correct employment relationships.

However, because it only covers industrial relations and does not extend to other aspects of the life of workers, it is necessarily restricted in overall scope, and is exacerbated by the limited duration of the experience and by its involvement in a profoundly deregulated and substantially unchallenged labour market.

The experience taking shape in the district of Carnide, which unfortunately could not be studied in more detail, is more substantial since it covers the employment aspect without separating it from the social and cultural involvement of individuals integrated into the communities to which they belong.

Cooperation between the private social solidarity institutions, local authorities, institutions and companies can promote community development centres at local or regional level. Taking advantage of the potential identified, these can in turn foster integration and thus avoid marginalization, leading to positive results for all concerned, including employers, who will thus become more receptive to codes of good practice.

It will also be useful to have these initiatives monitored by the universities, which can provide technical assistance and scientific assessment and which can also administer the training deemed necessary.

The adoption of codes of good practice is therefore constrained in the first place by respect for minimum rules of labour protection, which is incompatible with deregulation of the labour market.

Secondly, if discrimination results in or is justified by low occupational skills, academic and vocational training must be improved for the ethnic minorities if they are not to remain in a situation of inferiority due to the shortcomings of such training.

Thirdly, experiences of good practice at company and community level must be augmented, analyzed and publicized so as to encourage other initiatives and provide relevant information for adopting increasingly concrete codes appropriate to the real situation.

BIBLIOGRAPHY

ALMEIDA, João Ramos - '*Metade dos Empregados em Regime Flexível*' [Half of all employees on flexible contracts] - Daily newspaper *O Público*, 3 March 1997 (approximately 70,000 copies).

COSTA, Alfredo Bruto da and **PIMENTA**, Manuel (Co-ordinators) - '*Minorias Étnicas Pobres em Lisboa*' [Poor Ethnic Minorities in Lisbon] - 1991 - study produced by the *Centro de Reflexão Cristã* [Centre for Christian Reflection], unpublished.

ESTEVES, Maria do Céu (organiser) - '*Portugal, País de Imigração*' [Portugal - A Country of Immigration] - *Instituto de Estudos para o Desenvolvimento* [Institute for Development Studies] (1991).

FRANÇA, Luís (Coordinator) - '*A Comunidade Caboverdiana em Portugal*' [The Cape Verde Community in Portugal] - (1993).

FREIRE, João - '*Imigrantes, Capatazes e Segurança no Trabalho da Construção Civil*' [Immigrants, Foremen and Safety in the Building Trade], Journal *Organizações e Trabalho* [Organizations and Work], nº 5/6 (December 1991).

RODRIGUES, Maria João - '*O Sistema de Emprego em Portugal - Crise e Mutações*' [The System of Employment in Portugal - Crisis and Change] - Dom Quixote (1992 - 2nd edition)

ROSÁRIO, João - '*A Preto e Branco*' [In Black and White] - '*Visão*' weekly magazine, 3 October 1997 (approximately 70,000 copies).

WRENCH, John - '*Preventing Racism at the Workplace*' - European Foundation for the Improvement of Living and Working Conditions (1996).

INTERVIEWS

AMARO, Rogério Roque - Professor at the *Instituto de Ciências do Trabalho e da Empresa* [business school].

ANDRADE, Arnaldo - Collaborator of the *União Geral de Trabalhadores* [General Workers Union] in the area of immigration and member of the management of the *Associação Caboverdiana* {Cape Verde Association}.

CORREIA, Manuel - Official of the *Confederação Geral dos Trabalhadores Portugueses* [Confederation of Portuguese Workers] and the *Frente Anti-Racista* [Anti-Racist Front].

FERREIRA, Dias - *Associação Nacional dos Empreiteiros de Obras Públicas* [National Association of Civil Engineering Contractors].

KA, Fernando - *Associação Guineense de Solidariedade Social* [Guinea-Bissau Social Solidarity Association].

LOPES, Luís - Representative of the *União Geral de Trabalhadores* [General Workers' Union] on the Subcommittee for Monitoring Occupational Risks at Expo98.

MONTE, Sérgio - *União Geral de Trabalhadores* [General Workers' Union].

OLIVEIRA, Guerra - Delegate of the *Ministério da Qualificação e Emprego* [Ministry for Qualification and Employment] at Expo98.

SEABRA, Jorge - Representative of Parque Expo 98, SA.

SERPA, João - *Sindicato dos Trabalhadores da Construção, Mármore e Madeiras de Lisboa* [Union of Building, Marble and Timber Workers of Lisbon] (CGTP).

TAVARES, Costa - *Associação de Empresas de Construção e Obras Públicas* [Association of Building and Civil Engineering Companies].

VEIGA, António - *Associação Guineense de Solidariedade Social*.

ANNEX I

Groups	Occupations and occupational categories	Occupational group	Minimum wage
XV	3rd year apprentice 17 year old messenger Trainee 4th year apprentice	CC Por. Hot. Mar.	39,000\$00
XVI	2nd year apprentice Junior assistant 3rd year operative 3rd year apprentice 16 year old messenger 3rd year apprentice 3rd year apprentice 3rd year apprentice	CC CC Com. El. Por. Mad. Mar. Met.	38,700\$00
XVII	1st year apprentice 2nd year operative 2nd year apprentice 15 year old messenger 2nd year apprentice 2nd year apprentice 2nd year apprentice	CC Com. El. Por. Mad. Mar. Met.	38,600\$00
XVIII	1st year operative 1st year apprentice 1st year apprentice 1st year apprentice 1st year apprentice	Com. El. Mad. Mar. Met.	38,500\$00

(*) The national minimum wage applies to professionals in group XVI of 18 years of age or over.

Notes

I - The figures set down in the minimum wages table take effect on 1 January 1995.

Abbreviations used

CC - building	Gar. - garages	Qui. - chemical
Cob. - [ticket] collectors	Hot. - hotels	Rod. - railway
Com. - commerce	Mad. - timber	TCC - builders
El. - electricians	Mar. - marble	TD - draughtspersons
Enf. - nurses	Met. - metallurgy	Tel. - telephonists
Esc. - clerical staff	Por. - factotums, messengers, doormen	Top. - printers
Fog. - firemen		

ANNEX V

1 - Clerks

	Number of clerks									
	1	2	3	4	5	5	7	8	9	10
First clerk	-	-	-	1	1	1	1	1	1	2
Second clerk	-	1	1	1	1	2	2	3	3	3
Third clerk	1	1	2	2	3	3	4	4	5	6

Note

When the number of employees exceeds 10 the proportions established in this basic table will be retained.

ANNEX VI

Pursuant to clause 1(3) of the CCT, this annex introduces the following adjustments to the general existing agreements:

A) General conditions of acceptance (clause 3)

1 - Only workers of 18 years of age or over who have complied with their obligations as regards social security may be admitted. The employer organization shall notify the *Centro Integrado* [Central Office] of the *MESS* [Ministry of Employment and Social Security] in writing of the commencement of activity within twenty-four hours of the contract beginning, without prejudice to delivery of the declaration of the [employment] relationship by the end of the month following that in which the beginning of work occurred.

2 - Workers shall preferably be admitted by means of the Employment Exchange, without prejudice to the company's right to define the job profile and skills demanded for the job and to decide on the selection of workers.

B) Normal period of work (clause 8)

The normal period of work will be as follows:

- a) Thirty-seven and a half hours for clerical staff, draughtspersons, collectors and telephonists, except for previously existing shorter timetables;
- b) Forty hours for the remaining workers.

2 - On the initiative of the employer organization the duration of work may be defined in average terms, except for the period of lowest duration in force. The daily maximum normal period of work may not be exceeded by more than two hours unless the weekly duration of

work exceeds 50 hours, including overtime worked in the week concerned, except when justified by *force majeure*.

3 - The average duration of the normal period of work is calculated by reference to the period of six months.

4 - When the system provided for in 2 and 3 is applied, companies shall keep an up-to-date record of workers who provide work according to that system.

5 - During the period of providing work according to the flexible system set down in 3 and 4 the worker may apply to use all or part of the credit hours already established, according to his needs and by agreement with the employer organization.

6 - As a rule the daily period of work shall be interrupted for a break which may not be shorter than one hour nor longer than two hours, so that workers do not work more than five consecutive hours, unless the work is done according to the system of continuous days with a maximum of six hours per day.

7 - Without prejudice to clause 8(10) of the CCT, the breaks laid down in the preceding number may be altered in the following cases:

- a) They may be reduced in the case of technical activities or activities related to organizational inter-dependence which cannot be interrupted for exceptional reasons;
- b) They may be reduced or overlooked when the prior agreement of the majority of workers to be covered and the authorisation of the Ministry of Employment and Social Security has been obtained, on the application of the employer organization.

8) Continuous working shifts may be established and may cover workers previously subject to a different system of work.

C) Provision of services not included in the object of the contract of employment (clause 17)

1 - Unless otherwise provided for, when the interests of the company so demand the employer organization may temporarily entrust the worker with services not included in the object of the contract, provided such a change does not involve a reduction in pay or a substantial change in the worker's position.

2 - When the services performed on a temporary basis pursuant to the preceding number involve more favourable treatment, the worker shall be entitled to that treatment.

D) Exercise of functions involved in various categories (clause 20)

1 - While maintaining his category and performing his own activity the worker may be entrusted with the performance of tasks of different categories or degrees, counting any event as working time, when:

- a) the tasks correspond to activity carried out in the same occupational area. If the worker does not have all the knowledge required to perform the new tasks he is given, or such tasks involve the use of new equipment and/or products or the adoption of new working procedures, appropriate vocational training shall be provided beforehand;
- b) they are ancillary tasks in relation to his job and are compatible with his skills, particularly:

Preparatory work or finishing off inherent in the activity corresponding to his job;
Cooperation in maintaining equipment and tools used thereby.

2 - A worker who carries out functions in different categories or degrees is entitled to the pay corresponding to the highest category or degree.

E) Duration of annual leave (clause 46)

1 - The employer organization may schedule annual leave, closing the company or establishment totally or in part in more than one period, provided it falls within the situations laid down in paragraphs 3 (a) to (d), and provided the closure occurs for at least two consecutive weeks in one of the periods.

2 - In the other cases annual leave shall be scheduled by mutual agreement between the employer organization and the worker, respecting the provision laid down in e) below with respect to scheduling annual leave on those days of the year.

3 - If there is no agreement on scheduling annual leave the employer organization shall be responsible for drawing up the schedule of annual leave after hearing the representative structures of the workers, if any, for this purpose; such scheduling may fall within the following periods:

- a) Between 1 May and 31 October;
- b) Between 15 and 31 December;
- c) For two weeks, including Carnival week;
- d) For two weeks, including Easter week;
- e) On the others days of the year, in which case granting entitlement to additional leave corresponding to 2 days' leave for each 10 working days' leave.

4 - In 1997 the employer may schedule annual leave after conclusion of the work, provided it does not go beyond the 1st quarter of 1998, additional annual leave being due, in accordance with the criteria laid down in e) above.

F) Hygiene and safety at work (clause 56)

1 - All employer organizations must observe the laws and stipulations laid down by the competent authorities in relation to safety, hygiene and health at work, including the "Construction Site Directive" (Directive No 92/57/EEC of 24 July 1992), or the legal system arising from its transposition into internal law. Works must be executed in appropriate safety conditions, and risk situations should be analysed during the design and planning stages with a view to introducing corrective measures to optimise safety indices.

FORMAL AGREEMENT

Relating to Clause 8 (normal period of work) applicable to workers at the service of single or joint companies affiliated to AICCOPN.

The shortest normal period of weekly work laid down in clause 8(11), applicable to clerical staff, collectors and telephonists working for single or joint companies affiliated to AICCOPN, is adjusted as follows:

The normal period of work for clerical staff will have a maximum weekly duration of thirty-nine hours, falling to thirty-eight hours from January 1996 and thirty-seven and a half hours from January 1997.

The normal period of work for collectors and telephonists has a maximum weekly duration of thirty-eight hours, falling to thirty-seven hours thirty minutes from January 1997.

Lisbon, 20 February 1995

For AICCOPN - *Associação dos Industriais da Construção Civil e Obras Públicas do Norte*
[Northern Association of Builders and Civil Engineers]

[signature illegible]

For SITESC - *Sindicato dos Trabalhadores de Escritório, Serviços e Comércio* [Union of Clerical, Services and Commerce Workers]

[signature illegible]

For FETESE - *Federação dos Sindicatos dos Trabalhadores de Escritórios e Serviços*
[Clerical and Services Workers Trade Union Federation]

[signature illegible]

For SETACOOP - *Sindicato dos Empregados, Técnicos e Assalariados da Construção Civil, Obras Públicas e Afins* [Union of Building and Civil Engineering Employees, Specialists and Salaried Staff]

[signature illegible]

Signatory employer associations

AECOPS - *Associação de Empresas de Construção e Obras Públicas* [Association of Building and Civil Engineering Companies]

José Costa Tavares

ANEAOP - *Associação Nacional de Empreiteiros de Obras Públicas* [National Association of Civil Engineering Contractors]

[signature illegible]

AICE - *Associação dos Industriais da Construção de Edifícios* [Association of Building Constructors]

[signature illegible]

AICCOPN - *Associação dos Industriais da Construção Civil e Obras Públicas do Norte* [Northern Association of Builders and Civil Engineers]

[signature illegible]

Signatory trade union associations

FETESE - *Federação dos Sindicatos dos Trabalhadores de Escritório e Serviços* [Clerical and Services Workers Trade Union Federation], representing the following affiliated trade unions:

SITese - *Sindicato dos Trabalhadores de Escritório, Comércio, Serviços e Novas Tecnologias* [Union of Clerical, Commerce, Services and New Technologies Staff]

[signature illegible]

STEIS - *Sindicato dos Trabalhadores de Escritório, Informática e Serviços da Região Sul* [Southern Region Union of Clerical, Computer and Services Workers]

[signature illegible]

SITEMAQ - *Sindicato da Mestranga e Marinhagem da Marinha Mercante e Fogueiros de Terra* [Union of Seamen and Stokers]:

[signature illegible]

SITAM - *Sindicato dos Trabalhadores de Escritório, Comércio e Serviços da Região Autónoma da Madeira* [Union of Clerical, Commerce and Services Workers of the Autonomous Region of Madeira]

[signature illegible]

STECAH - *Sindicato dos Trabalhadores de Escritório e Comércio de Angra do Heroísmo* [Union of Clerical and Services Workers of Angra do Heroísmo]

[signature illegible]

Sindicato dos Profissionais de Escritório e Vendas das Ilhas de São Miguel e Santa Maria [Union of Clerical and Sales Workers of the Islands of São Miguel e Santa Maria]:

[signature illegible]

STESCB - *Sindicato dos Trabalhadores de Escritório, Serviços e Comércio de Braga* [Union of Clerical, Commerce and Services Workers of Braga]:

[signature illegible]

SINDCES/C-N - *Sindicato Democrático do Comércio, Escritório e Serviços/Centro-Norte*
[Central-Northern Democratic Union of Commerce, Clerical and Services Workers]
[signature illegible]

For the *Sindicato dos Técnicos de Vendas* [Union of Sales Staff]:
[signature illegible]

SETACOOOP - *Sindicato dos Empregados, Técnicos e Assalariados da Construção Civil, Obras Públicas e Afins* [Union of Building and Civil Engineering Employees, Specialists and Salaried Staff]
[signature illegible]

SITESC - *Sindicato dos Trabalhadores de Escritório, Serviços e Comércio* [Union of Clerical, Services and Commerce Workers]
[signature illegible]

Entered on 21 February 1995.

Deposited on 21 February 1995 on page 101 of book no 7, against number 36/95, pursuant to article 24 of Decree Law 519-CI/79, in its current wording.

Bol. Trab. Emp. 1º serie, nº 8, 28/2/1995

ANNEX II

LISBON EXPO 98

SOCIAL AGREEMENT FOR EXPO 98

Whereas:

- Up to 1998 various building and civil engineering projects will be carried out in the Lisbon metropolitan area which will lead to a significant increase in employment in the sector;
- In this context the construction of EXPO 98 will require certain additional measures to stabilize the functioning of the job market, both with respect to the number of workers and with respect to their skills;
- For this purpose the establishment of a local employment exchange and vocational training initiatives are essential instruments for attaining the aforesaid stabilization in the functioning of the job market, and will also prevent trends and behaviour leading to deregulation of the labour market, particularly through the use of illegal workers, which affects competition between companies and leads to losses for the social security system;
- Meanwhile the quality and speed of execution of the project justifies adjusting the working conditions and relationships which the employer and trade union associations in the sector recognise must be appropriately developed in some respects in terms of collective bargaining;
- In addition to the responsibilities of the Client, contractors and subcontractors and all contracted and subcontracted workers, the prevention of occupational risks and health protection, both from the point of view of preventing accidents at work and the quality and productivity of providing work assumes effective mutual cooperation, particularly since this involves initiating an experience of applying new legislation for the sector, where all parties require technical and organizational enrichment;
- The complexity of labour relations exceeds the scale of the company and the respective workers, and also affects relations between the companies and between workers of different companies, causing tensions which must be defused by means of a spirit of negotiation and participation developed by a special institutional unit based on a commitment to social harmony, which all parties may benefit from;

- This commitment to social harmony is therefore justified by the aim of implementing EXPO 98 within the scheduled deadlines with a quality that will demonstrate the potential of Portugal and the Portuguese nation to a world able to appreciate the business acumen and ability of our companies and their employees,

PARQUE EXPO 98, S.A., and the employer and trade union associations indicated hereinafter:

- *AECOPS - Associação de Empresas de Construção Civil e Obras Públicas* [Association of Building and Civil Engineering Companies]
- *AICCOPN - Associação dos Industriais da Construção Civil e Obras Públicas do Norte* [Northern Association of Builders and Civil Engineers]
- *AICE - Associação dos Industriais da Construção de Edifícios* [Association of Building Constructors]
- *ANEOP - Associação Nacional de Empreiteiros de Obras Públicas* [National Association of Civil Engineering Contractors]
- *UGT - União Geral de Trabalhadores* [General Workers' Union]
- *FETESE - Federação dos Sindicatos dos Trabalhadores de Escritórios e Serviços* [Clerical and Services Workers Trade Union Federation]
- *SETACCOP - Sindicato dos Empregados Técnicos e Assalariados de Construção Civil e Obras Públicas* [Union of Building and Civil Engineering Employees, Specialists and Salaried Staff]
- *SITESC - Sindicato dos Trabalhadores de Secretário, Serviços e Comércio* [Union of Clerical, Services and Commerce Workers]

enter into this agreement, which may be signed by other organizations to implement the following measures:

I - EMPLOYMENT EXCHANGE AND VOCATIONAL TRAINING

1. An Employment Exchange shall be established with the aim of balancing the supply of and demand for employment, thereby facilitating recruitment and mobility and developing the skills of workers, in addition to preventing the illegal contracting of workers.
2. Workers registered with the Employment Exchange shall receive the unemployment benefit or unemployment assistance to which they are entitled by law, their participation in vocational training initiatives being promoted as far as is considered necessary. They may also receive a vocational training allowance and other incentives within the Community Support Framework.

3. The aim of vocational training is to provide appropriate skills for workers so as to promote their employability, develop the quality and productivity of their work and prevent occupational risks.
4. Training for workers registered with the Employment Exchange shall be organised so that they acquire information on the project, the construction site and the prevention of occupational risks before they begin work.
5. Workers registered with the Employment Exchange who are not available for work are required to attend the vocational training considered necessary for them, this being recorded in each worker's personal file.
6. Workers in companies which formerly worked on the Site of EXPO 98 who become unemployed without being entitled to unemployment benefit or unemployment assistance and who do not receive vocational training support are entitled to an assistance allowance during the period of involuntary activity, to be awarded by Parque EXPO 98, S.A. in accordance with the regulations set down in Annex I.
7. The Monitoring and Assessment Committee provided for in part IV shall draw up a report on the Employment Exchange Regulations and on the action programmes, and shall also assess their performance.

II - SAFETY, HYGIENE AND HEALTH AT WORK

1. The work must be organised and carried out in appropriate conditions of safety, hygiene and health, the provisions to be observed in these areas being laid down in the specifications and contracts.
2. All employer organizations shall observe the laws and directives laid down by the competent authorities on safety, hygiene and health at work, including the "Construction Site Directive" (Directive 92/57/EEC, 24 July 1992), or the legal system arising from its transposition into internal law.
3. Works must be carried out in appropriate safety conditions, with risk situations being analysed during the design and planning stages with a view to introducing corrective measures to optimise safety indices.
4. The safety measures adopted shall promote collective protection and shall respond appropriately to the specific risks occurring in the different stages of carrying out the works.
5. Individual protective equipment shall be supplied in emergencies and in very dangerous situations or when it is technically impossible to adopt collective protective measures.
6. When the special nature of the work to be provided so demands, the employer organization shall supply special clothing and other equipment suitable for carrying out the tasks allotted to workers.

7. The employer organization is responsible for damage to the special clothing and other equipment, tools or utensils supplied thereby and caused, by no fault of the worker, by accident or abnormal use, although inherent in the activity concerned.
8. The employer organization shall ensure that workplaces are provided with changing rooms, washbasins, showers and sanitary equipment, subject to the hygiene regulations in force.
9. Workers shall co-operate with the employer organization in the area of hygiene and safety and shall promptly identify any shortcomings through the safety committee or the safety officer.
10. The companies shall be covered by local services of safety, hygiene and health at work, as laid down in legislation in force.

The occupational health services shall carry out their functions with complete technical and moral independence both from the employer organization and the workers.

11. For the purposes of the preceding numbers the Client shall prepare and enforce the Safety and Health Plan and shall ensure that it is co-ordinated and monitored.
12. The Monitoring and Assessment Committee shall issue a report on the Safety and Health Plan, on the Works File and on the Emergency Plan and shall assess their execution.

III - CONDITIONS OF WORK AND LABOUR RELATIONS

1. The rights of workers registered with the Employment Exchange are acquired according to the periods of contracting and are binding on the respective contracting companies.
2. Conditions of work and labour relations are governed by the general law, collective labour agreements for the sector and the clauses in individual contracts of employment.
3. Through collective bargaining the signatory Employer and Trade Union Associations have negotiated an Annex to be applied temporarily on the Site of Expo 98 which introduces adaptations to the existing Collective Labour Agreement, of which it is an integral part, and which is thus binding upon both companies and workers.
4. The Employer and Trade Union Associations undertake to act and to ensure that their respective subsidiaries act according to principles of good faith and social harmony, reflected in particular by:
 - a) Participating constructively in the Monitoring and Assessment Committee and respective specialised Committees;
 - b) Promoting with their associates the use of conciliation and arbitration to settle individual labour disputes;

- c) Promoting negotiations to resolve collective labour disputes, seeking to support the parties in implementing negotiated solutions and exhausting the means of negotiation to settle disputes according to law and equity.
- 5. The Monitoring and Assessment Committee shall accept any information on the application of the regulations justifying taking action to prevent disputes.
- 6. Individual labour disputes shall be settled by means of arbitration by a single arbiter, the employer and the worker concerned being supported, on their initiative, by a member of the Monitoring and Assessment Committee.

IV - MONITORING AND ASSESSMENT

1. Formation:

A Monitoring and Assessment Committee shall be formed to monitor application of the measures laid down in this Social Agreement.

2. Composition:

The Monitoring and Assessment Committee shall be formed by four representatives of the employers and four representatives of the trade unions, nominated jointly by the signatory (majority) employer and (majority) trade union associations.

The Ministry of Employment and Social Security may attend the proceedings of the Committee, without prejudice to participating as a party thereto if it so wishes, in which case it shall chair the Committee through the Director of the C.I.M.E.S.S. [Central Office of the Ministry of Employment and Social Security].

Parque Expo 98 may also attend the proceedings of the Committee.

If the M.E.S.S. does not form part of the Committee as a party the Committee may be chaired either by the M.E.S.S. or by Parque Expo 98, in the terms of the Rules of Procedure of the Committee, but without voting rights.

3. Responsibilities:

The Monitoring and Assessment Committee shall have the following responsibilities:

- Assessing the development prospects of the Expo 98 project, particularly with regard to forecast qualitative and quantitative employment and vocational training needs;
- Issuing a report on the action programmes on employment and vocational training, the Safety and Health Plan, the Works File and the Emergency Plan;
- Together with its associates, promoting cooperation with the Central Office of the Ministry of Employment and Social Security;

- Assessing the execution of this Social Agreement;
- Monitoring the social atmosphere of the construction site and application of the collective labour agreements so as to act in good time to prevent disputes and promote negotiation;
- Issuing recommendations on the application of this Social Agreement;
- Interpreting the Social Agreement;
- Approving the Rules of Procedure.

4. Functioning

The Monitoring and Assessment Committee shall function in plenary session and in specialised Sub-Committees, i.e.:

- the Sub-Committee for Employment and Vocational Training;
- the Sub-Committee for the Prevention of Occupational Risks;
- the Sub-Committee for the Prevention of Disputes.

Only the plenary session of the Monitoring and Assessment Committee may issue recommendations, the presence of at least two members of each party being required to form a quorum, with decisions being taken by a majority of votes cast.

In principle the Sub-Committees prepare the work of the plenary session. The Committee and the Sub-Committees shall function according to the Rules of Procedure.

Parque Expo 98 shall provide logistical support for the Monitoring and Assessment Committee, particularly with regard to premises, equipment and an administrative employee who shall, according to needs, exclusively or together with other administrative duties, ensure the administration of the Committee and Sub-Committees.

The following documents, which together with the Collective Labour Agreement form the framework making the signing of this Agreement possible, are appended to this Agreement.

Annex I - Assistance Fund Regulations

Annex II - Employment Exchange Regulations

Annex III - Safety, Hygiene and Health at Work

Lisbon, 22 February 1995.

The signatories accept that this Social Agreement may be signed by other bodies. Being aware of and agreeing with its terms, the following shall sign hereinafter:

PARQUE EXPO 98 S.A.

[signature]

- *AECOPS - Associação de Empresas de Construção Civil e Obras Públicas* [Association of Building and Civil Engineering Companies]

[signature]

- *AICCOPN - Associação dos Industriais da Construção Civil e Obras Públicas do Norte* [Northern Association of Builders and Civil Engineers]

[signature]

- *AICE - Associação dos Industriais da Construção de Edifícios* [Association of Building Constructors]

[signature]

- *ANEOP - Associação Nacional de Empreiteiros de Obras Públicas* [National Association of Civil Engineering Contractors]

[signature]

- *UGT - União Geral de Trabalhadores* [General Workers' Union]

[signature]

- *FETESE - Federação dos Sindicatos dos Trabalhadores de Escritórios e Serviços* [Clerical and Services Workers Trade Union Federation]

[signature]

- *SETACCOP - Sindicato dos Empregados Técnicos e Assalariados de Construção Civil e Obras Públicas* [Union of Building and Civil Engineering Employees, Specialists and Salaried Staff]

[signature]

- *SITESC - Sindicato dos Trabalhadores de Secretário, Serviços e Comércio* [Union of Clerical, Services and Commerce Workers]

[signature]

ANNEX I - ASSISTANCE FUND REGULATIONS

Clause 1

Objective and scope

1. The Assistance Fund is designed to provide a welfare payment in the form of a non-reimbursable financial allowance paid to workers who worked for companies previously established on the Site of EXPO 98 who become involuntarily unemployed, with no entitlement to unemployment benefit or unemployment assistance.
2. For the purposes of these Regulations the concepts and systems referred to are those laid down in the law.

Clause 2

Conditions of award

Assistance Fund income support is awarded when the beneficiary:

- a) Has been bound by an individual contract of employment to a company previously established on the Site of EXPO 98;
- b) Works on the Site of EXPO 98;
- c) Is involuntarily unemployed while capable of and available for work;
- d) Is registered with the Employment Exchange to which this Agreement relates;
- e) Is not entitled to unemployment benefit or unemployment assistance;
- f) Is part of a family unit with a per capita income below the statutory minimum monthly wage.

Clause 3

Amount

1. The daily amount of income support is indexed to the value of the highest statutory minimum monthly wage, calculated on the basis of thirty days per month, in the following terms:
 - a) 100% for beneficiaries whose family unit includes at least four people;
 - b) 90% for beneficiaries whose family unit includes less than four people;
 - c) 70% for individual beneficiaries.
2. Whenever application of the percentages established in the preceding number produces a value greater than the beneficiary's average wage, it shall be reduced to the level of that wage.
3. During the period in which income support is awarded the amount of such support shall be adapted to changes in the number of persons in the beneficiary's family unit.
4. Changes in the amount of benefit arising from the situations laid down in the preceding number come into force from the month following that in which the Assistance Fund became aware of them.

Clause 4
Beginning of payment

1. Income support is payable from the date of delivery of the application.
2. Income support payable subsequent to the end of the period of granting unemployment benefit or unemployment assistance shall be payable from the day immediately following the latter, if the application is received before the end of the period of award.

Clause 5
Period of payment

1. Income support shall be payable for a period not exceeding 12 months.
2. Payment of income support shall be suspended in the following cases:
 - a) The exercise of self-employed or employed professional activity;
 - b) Attendance on a vocational training course with the award of a financial payment or training allowance;
 - c) The provision of military service, or community service in the case of conscientious objectors;
 - d) The serving of a prison sentence.
3. Whenever the value of the payment referred to in b) above is less than the amount of benefit to which the beneficiary is entitled the suspension shall cover only the value equivalent to that payment.
4. When the causes of the suspension referred to in 2 no longer apply the beneficiary shall again receive income support until the period of award has expired, until no later than October 1998.

Clause 6
Cessation of income support

Entitlement to income support shall cease in the following cases:

- a) End of the period of payment;
- b) The beneficiary becoming a pensioner because of disability;
- c) Reaching the legal age for receiving the old age pension, if the beneficiary is entitled;
- d) Cessation of registration with the Employment Exchange;
- e) Refusal of suitable employment or work;
- f) Refusal of vocational training;
- g) The beneficiary's second unjustified failure to attend the Employment Exchange when asked to do so;
- h) The use of fraudulent means, by action or omission, causing an irregularity in relation to the award of the sum and the period of awarding the benefit.

Clause 7
Procedure

1. Applications for income support shall be made to Parque EXPO 98 and shall be delivered to the Centre established to manage the Employment Exchange.
2. The application shall be accompanied by the following documentary proof concerning:
 - a) Company, workplace and remuneration;
 - b) Declaration proving that the applicant is unemployed;
 - c) Sworn declaration attesting to the composition of the family unit;
 - d) Declaration that the applicant is not entitled to unemployment benefit or unemployment assistance.
3. Having been notified of registration with the Employment Exchange and the situation of unemployment, the adjudication decision will be made within two weeks.

ANNEX II - EMPLOYMENT EXCHANGE REGULATIONS

Clause 1

Objective

The Employment Exchange is designed to be an instrument for managing and promoting employment, stimulating the balance between the supply of and demand for employment, facilitating recruitment and mobility, developing the skills of workers and preventing the illegal contracting of workers.

Clause 2

Scope

1. The Employment Exchange shall cover the occupations set down in the occupational annexes of the Collective Labour Agreements applicable to the building and civil engineering sector.
2. The Employment Exchange may cover other occupations identified as necessary from analyzing the supply of employment and forward management of human resources.
3. The Employment Exchange may also cover the occupations required to carry out the activities inherent in running the Exhibition.
4. A forecast of labour requirements shall be made for the purposes of the preceding numbers.

Clause 3

Registration

1. The following may be registered with the Employment Exchange:
 - a) Workers who comply with the general and specific, legal and conventional conditions of admission in the building and civil engineering sector, on their own initiative or on the initiative of the Employment Centres;
 - b) On their own initiative or on the initiative of the Employment Centres and also the employer organizations themselves, workers in companies that have pursued business on the Site of EXPO 98 who become unemployed;
 - c) Other workers of sufficient age, qualifications and skills for the occupations considered necessary.
2. The workers shall be registered for the occupation or occupations they prove they can perform, bearing in mind:
 - a) The appropriate occupational title, whenever exercise of the occupation is legally conditional upon this requirement;
 - b) Certified vocational training for exercising the occupation;

- c) Occupation specified on the pay slips for calculating social security contributions;
 - d) Certification of occupational aptitude;
 - e) Registration in other cases only for unskilled occupations.
3. If doubts arise concerning the facts referred to in the preceding number the worker may be registered on a provisional basis, this registration expiring if proof is not submitted within eight days.
 4. In cases where registration with the Employment Exchange is not accepted the procedure shall be referred to the respective Employment Centre for due steps to be taken.
 5. The transfer of workers between companies, regulated in the collective agreements for the sector, may be carried out via the Employment Exchange.

Clause 4

Selection and recruitment

1. Companies which need to engage workers shall address their applications to CIMESS - EXPO 98.
2. The company shall immediately be provided with a list of workers registered in the occupations requested and not yet allocated so as to ensure selection and recruitment for the company.
3. CIMESS - EXPO 98 shall affix a list of offers of employment arising in the companies working in EXPO 98.
4. The company shall immediately communicate the decision to recruit to the Employment Exchange, with an indication of the likely duration of the contract.

Clause 5

Workers' rights and duties

1. During the period of contracting the rights and duties of workers are those which arise from the legal system governing the individual contract of employment, applicable collective agreements and individual contracts of employment.
2. When the transfer of workers provided for in the collective agreements for the sector is done through the Employment Exchange, the system established in those agreements shall be observed.

3. Registration with the Employment Exchange does not guarantee the worker the right to occupy a position or to earn a particular remuneration, though when they are unemployed workers registered with the Employment Exchange retain one of the following minimum earnings, when entitled thereto:
 - a) Unemployment benefit;
 - b) Unemployment assistance;
 - c) Back to work benefit;
 - d) Training allowance;
 - e) Assistance Fund income support, to be paid by Parque Expo 98 in the terms of the respective regulations.
4. In the case provided for in the preceding number the worker's rights and duties are those established in the laws and regulations laying down the respective systems for granting each benefit.
5. Workers are required to accept placements or to attend the vocational training deemed necessary for them, in the terms and with the consequences laid down in the law.
6. Workers are entitled to personal accident insurance during the period in which they attend vocational training.

Clause 6

Rights and duties of employers using the Employment Exchange

1. Companies are entitled to recruit any worker registered with the Employment Exchange, provided he is available for work.
2. During the probation period the company may decide that the worker should return to the Employment Exchange.
3. The company may adopt the system provided for in clause 3 (5) whenever there is a reduction in activity.
4. The employer organization may not treat workers recruited from the Employment Exchange less favourably than their permanent staff, unless justified on the grounds of the quality and quantity of work carried out.

ANNEX III - SAFETY, HYGIENE AND HEALTH AT WORK

1 - Contractor's Obligations

- 1.1 - The Contractor is required to comply with and to ensure that the individuals or companies contracted thereby, including subcontractors and self-employed workers, comply with the regulations relating to safety, hygiene and health at work, namely:
- a) Those laid down in the appended rulings and regulations;
 - b) The minimum provisions laid down in Annexes II and IV of Council Directive no 92/57/EEC of 24/06/92, as applicable to the works to be carried out;
 - c) The Safety and Health Plan, including any adaptations introduced and previously accepted by the Client;
 - d) The Construction Site Manual.
- 1.2 - The Contractor shall integrate the general principles of prevention into the technical and organizational planning options of the different works, stages and performance times so as to eliminate risks, favouring collective prevention over individual protection as a means of controlling the consequences of risks.
- 1.3 - The Contractor is required to supply the Client with information concerning:
- a) Planning, commencement and stages of performance of the work and the form of implementing measures relating to safety, hygiene and health at work;
 - b) The data necessary for updating the works file;
 - c) The identity of the staff responsible for supervising the works and for safety, including those representing the Safety Committee;
 - d) The recommendations and determinations laid down by the public authorities with respect to situations to be corrected or new measures to be adopted to safeguard the legality and effectiveness of the prevention of occupational risks and the protection of health.
- 1.4 - The Contractor shall organise activities relating to safety and health at work, including appropriate medical protection, on the basis of his own or common locally established services.
- 1.5 - Before beginning the works constituting the principal object of the contract the Contractor undertakes to set up canteens, changing rooms, sanitary equipment and other supporting facilities and to keep them well maintained and clean, allowing the Client to inspect them on request and guaranteeing that they are of sufficient capacity for the staff employed in the various stages of the works.

1.6 - The Contractor and subcontractors are required to ensure that their personnel are insured against accidents at work, and also to guarantee that pieceworkers and self-employed workers are covered by accident insurance, the Client being entitled to demand proof of such insurance. All accidents shall be immediately notified to the Client, without prejudice to the statutory communications.

1.7 - Non-compliance by the Contractor and by the organizations and persons contracted thereby with the legal and contractual obligations and the provisions laid down in the "Safety and Health Plan" and any alterations thereto accepted by the Client shall entitle the latter to suspend the work, all resulting delays and losses being attributable to the Contractor with the respective consequences according to the contractual conditions.

The Client may also carry out the work necessary to correct faults detected and not corrected in the time considered necessary, using the most appropriate resources for this purpose and debiting the respective costs from the Contractor.

1.8 - To ensure compliance with the provisions in the preceding numbers the Client shall appoint the staff necessary to carry out coordination and monitoring on his behalf, and shall ensure that:

- a) application of the general principle of prevention is integrated into the architectural, technical and organizational planning options of the different works, stages and performance times;
- b) a Safety and Health Plan is prepared before the site is opened, with possible adaptations according to the progress of the work;
- c) cooperation and coordination of activities is carried out in the area of safety and health among the various companies, including self-employed workers, with a view to preventing accidents and occupational risks in general, establishing one or more Safety Committees for this purpose;
- d) the information necessary for the cooperation and coordination referred to in the preceding paragraph is provided;
- e) correct application of the regulations and methods of work is monitored;
- f) a 'work file' is drawn up with information relevant to safety and health, with a view to the action and works occurring after conclusion of the works;
- g) measures are taken to restrict access to the site to authorised personnel only.

1.9 - The Contractor shall co-operate with the personnel appointed by the Client and is required to adopt the measures and organize the means necessary to execute the project according to his statutory or contractual responsibilities.

GENERAL SAFETY AND HEALTH REGULATIONS

General legal framework relating to safety, hygiene and health at work.	D.L. 441/91, 14-11
System of organization and operation of safety, hygiene and health at work	D.L. 26/94, 01-02
Manhandling of loads	D.L. 330/93, 25-08
Use of work equipment	D.L. 331/93, 25-08
Exposure to noise	D.L. 72/92, 28-04
Standards of protection against exposure to noise	Reg. Dec. 9/92, 28-04
Exposure to lead	D.L. 274/89, 21-08
Exposure to carcinogens - establishment of carcinogens	D.L. 479/85, 13-11
Special preventive measures	D.L. 275/91, 07-08
Minimum provisions	D.L. 390/93, 20-11
Exposure to asbestos	D.L. 284/89, 24-08
	D.L. 389/93, 20-11
Regulations concerning protection against asbestos	Rul. 1057/89, 07-12
Labelling and packaging of hazardous substances	D.L. 280-A/87, 17-07
Labelling and packaging of hazardous preparations	D.L. 120/92, 30-06
Regulations for the classification, packaging and labelling of hazardous preparations	Rul. 1164/92, 18-12
Individual protective equipment [IPE] - minimum provisions	D.L. 348/93, 01-10
Technical provisions of the IPE	Rul. 988/93, 06-10
Technical requirements of the IPE	D.L. 128/93, 12-04
Safety signs at the workplace	Rul. 434/83, 15-04
	D.L. 310/86, 23-09
Occupational diseases	
Coded index and list of occupational diseases	Reg. Dec. 12/80
	Norm. Dir. 253/82
Reporting to the CNSDP	D.L. 2/82, 05-01
Accidents at work	
Reporting	Dec. 360/71, 21-08
Statistical information	D.L. 362/93, 15-10

SPECIFIC REGULATIONS CONCERNING SAFETY IN THE BUILDING TRADE

Directive on temporary or mobile construction sites	Directive 92/57/EEC, 24-06-92
Safety Regulations for Building Work	D.L. 41820, 11-08-58 Dec. 41821, 11-08-58
Regulations on Temporary Installations for Personnel Employed on Building Sites	Dec. 46427, 10-07-65
Protection of operators and users of site machinery and materials	D.L. 105/91, 08-03
ROPS - Protection against overturning	Rul. 933/91, 13-09
FOPS - Protection against falling objects	Rul. 934/91, 13-09
Safety of building materials	D.L. 113/93, 10-04
Noise emitted by building site machinery	Rul. 879/90, 20-09
Directive concerning the limitation of noise emitted by building site machinery	Directive 86/662/EEC

SPECIFIC SAFETY REGULATIONS ACCORDING TO TYPE OF PROJECT

General Regulations on Safety and Hygiene at Work in Industrial Establishments	Rul. 53/71, 03-02
(alterations)	Rul. 702/80, 22-09
Safety Regulations for Installations Using Electric Power and Joint Installations of Buildings and Entrances	D.L. 740/74, 26-12
(alterations)	D.L. 303/76, 26-04

SIGNATORIES OF THE EXPO 98 SOCIAL AGREEMENT

Parque EXPO 98

Signature: *Engº Cardoso e Cunha*

AECOPS

Signature: *Engº Rui Nogueira Simões*

AICCOPN

Signature: *Dra. Ana Paula Mesquita*

AICE

Signature: *Engº Aníbal Ferreira Lopes*

ANEOP

Signature: *Dr. Fernando Manuel Lima de Valadas Fernandes*

UGT

Signature: *Engº João Proença*

FETESE

Signature: *Mr. Luís Manuel Belmonte Azinheira*

SETACCOP

Signature: *Mr. Joaquim Martins*

SITESC

Signature: *Mr. Manuel Ferreira Martins*

ANNEX III

STUDY OF WORKING PROCEDURES AND CONDITIONS ON THE CONSTRUCTION SITE

1	2	3	4	5
Disagree completely	Disagree	Neither agree nor disagree	Agree	Agree completely

How far do you agree with the following statements?

(Mark the corresponding number before each statement, according to the following scale)

- 1 - My work is repetitive.
- 2 - The supervisor talks to me about problems concerning the job.
- 3 - The wage I earn takes my effort into account.
- 4 - The company takes the measures necessary to ensure workers' safety.
- 5 - When I need help it is easy to find people to support me.
- 6 - When they give me a task they take my professional category into account.
- 7 - The quality of my work may significantly affect the final quality of the job.
- 8 - My workmates encourage camaraderie and team spirit.
- 9 - The supervisor listens to my personal problems.
- 10 - The wage I earn takes my length of service into account.
- 11 - The company is concerned about the effects of working conditions on my health.
- 12 - My workmates consider my opinions.
- 13 - The supervisor protects my interests against those responsible for the job.
- 14 - The wage I earn takes my vocational training into account.
- 15 - There are rules and regulations on the site that no-one explains.

- 16 - Any of my workmates will help me when necessary.
- 17 - The wage I earn takes the degree of responsibility of my work into account.
- 18 - I get on well with my workmates, whatever their race.
- 19 - My workmates respect my habits.
- 20 - Workers on the site obey the safety regulations.
- 21 - The wage I earn is that established by law.
- 22 - The supervisor of the job gets on well with the workers, whatever their race.
- 23 - The wage I earn is the same as that received by everyone who does the same work as me.
- 24 - I am never given tasks I am not trained to do.
- 25 - When I have a suggestion I know who to give it to.
- 26 - I am given appropriate training before I am given a more difficult task or a task I have not carried out before.

According to the same scale, say how far you agree with the following statements:

I do not feel I am discriminated against on the site because of my race.

I feel I am well integrated into the city where I work.

I get on well with all my workmates, whatever their nationality.

I believe everyone gets on well with me, despite my nationality.

Description

Sex M F Do you carry out supervisory tasks? Yes No

Nationality _____ Age _____

Up to what age did you live in the country where you were born? _____

How long have you lived in the country where you work? _____

THANK YOU VERY MUCH FOR YOUR COOPERATION