

SPECIAL Report



NATIONAL ROOFING CONTRACTORS ASSOCIATION

March, 1995

Dear Member:

I am pleased to report that we have successfully negotiated a settlement agreement with the Occupational Safety and Health Administration (OSHA), and will soon be withdrawing our legal challenge of OSHA's asbestos standard.

The settlement agreement, which is in effect immediately, still provides for OSHA's regulation of asbestos-containing roofing materials (ACRM), but under conditions we believe are much more reasonable than as the standard was originally written, and much more consistent with the requirements of the Environmental Protection Agency (EPA).

There are two key ingredients in the settlement agreement, from NRCA's perspective.

First, OSHA agreed to treat "incidental" asbestos-containing roofing materials -- which are defined as roof coatings, mastics, cements and flashings -- differently from asbestos-containing built-up roof membranes and asbestos-containing shingles. There are some training and work practice requirements for handling incidental ACRM, but these are different from, and less stringent than, those required for non-incidental materials.

Second, OSHA agreed that a roofing contractor may rely on the data submitted by NRCA ("NRCA's Objective Data Submission," and other data submitted for the record) for the purpose of making a negative exposure assessment. This means that unless the job contains ACRM that is "non-intact" (the definition of which resembles EPA's definition of "friable") you will generally not need to provide respiratory and personal protective equipment protection. In addition, while we believe that initial air monitoring is a prudent and conservative business practice, it will generally not be required if the ACRM is intact, the work practices are followed, and the training requirements are met.

Instead, the Settlement Agreement relies on worker training and certain work practices to satisfy the goal of reducing the potential for asbestos fiber release. For asbestos-containing BUR and shingle projects, the job will need to be treated as a "regulated area," with access limited to "authorized persons" -- those who have had an eight-hour training program. A "competent person" -- one who has had the equivalent of a five-day asbestos training program -- must oversee the project, but need not be present at all times.

When removing an asbestos-containing built-up roof with a power roof cutter, the acceptable work practices include wetting the material (where feasible), HEPA vacuuming and bagging dust generated by the roof cutting machine, and lowering the material carefully to the ground via hoist, crane or enclosed chute by the end of the work day.

We are in the process of developing a much more comprehensive informational document to assist you in complying with the standard. In addition, we will be developing a video-based training program to satisfy the "authorized person" and general awareness training requirements of the rule. In the meantime, we have enclosed a summary of the compliance steps required for handling "incidental" ACRM, so that you can proceed to actively engage in projects where the only asbestos present is in incidental ACRM.

Furthermore, OSHA has postponed until July 10, 1995 the effective date of many of the standard's provisions, and our Settlement Agreement stipulates that the worker training requirements are not in effect until September 30, 1995. The following provisions of the standard are, however, in effect as of today:

- o The requirement for ensuring, by initial exposure assessment, that the permissible exposure limit (PEL) will not be exceeded.
- o The requirement that you establish a regulated area for projects involving non-incidental ACRM.
- o Requirements for notification of other employers on multi-employer worksites.

In our Settlement Agreement, OSHA has allowed for an exemption from the standard for small repairs or test cuts when the total roof area to be disturbed is less than 25 square feet.

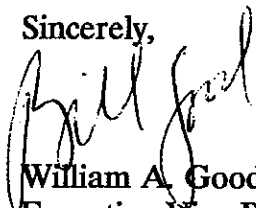
This Settlement Agreement will take effect immediately in those states where federal OSHA has jurisdiction. In addition, OSHA will be communicating to administrators of state plans approved by OSHA that they will be required to submit program change supplements to take into account the provisions of the Agreement. We encourage members in states with state plans to take an active role to see that this happens, and we will be working with our affiliate associations in those states as well.

We encourage you, as always, to call with questions. This report is necessarily brief, because we wanted to get information to you as quickly as possible.

We believe the Settlement Agreement will allow for reasonable regulation of ACRM, and will enable our members to continue to perform virtually all roof removal work.

The Agreement would not have been possible without the remarkable efforts of some key people, notably including Asbestos Committee Chairman Jamie McAdam, Vice President Bill Steinmetz, Associate Executive Director Carl Good, and our counsel Art Sampson. The collective effort took over six months, and required several hundred thousand dollars. We believe it was a worthwhile effort, and hope you find the results to be satisfactory.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Good", written over a circular stamp or seal.

William A. Good, CAE
Executive Vice President

