

Docket ID: OSHA-2025-0041

Comment on Proposed Rule: General Duty Clause and Inherently Risky Professional Activities

Submitted by: Utility Workers Union of America (UWUA)

The Utility Workers Union of America (UWUA), representing tens of thousands of workers in the electric, gas, water, and renewable energy sectors across the United States, submits the following comments in **strong opposition** to the proposed changes to the General Duty Clause under Docket ID OSHA-2025-0041.

1. Overbroad Language Undermines Worker Protection

The proposed amendment to §(b) that states:

“Such sectors may include, but are not limited to...”

is **vague and overly broad**, granting undue discretion to exclude entire industries—including utility workers—from General Duty Clause protections. This language introduces dangerous ambiguity into the application of the law, threatening to erode critical safeguards for workers performing inherently hazardous tasks that lack specific OSHA standards.

Utility workers often operate in uncontrolled environments — responding to emergencies, maintaining aging infrastructure, and working in extreme weather or disaster zones. These conditions frequently involve **serious hazards** that are **not currently covered** by specific OSHA standards. The General Duty Clause is often the **only mechanism available** for enforcing protections in these circumstances.

2. Utility Work Involves Unregulated High-Hazard Tasks

Many of the most dangerous tasks in the utility industry fall into regulatory gaps. A few examples include:

- **Exposure to energized conductors during storm restoration** – There are no comprehensive storm-specific standards, but these situations involve life-threatening electrical, structural, and fall hazards. OSHA has cited employers under the General Duty Clause when they failed to follow known industry practices in such situations.
- **Response to natural gas explosions or uncontrolled leaks** – Workers enter areas with potential secondary ignition sources, structural damage, or toxic atmospheres. When employers fail to provide adequate monitoring or evacuation protocols, the General Duty Clause is the only available enforcement tool.
- **High-heat exposure during prolonged mutual aid deployments** – While OSHA is developing a heat illness prevention standard, it remains in the rulemaking stage. In the meantime, utility workers performing restoration work in extreme heat are at significant risk of heat stroke and death without General Duty Clause protections.
- **Violence prevention in field operations** – There is no specific OSHA standard for workplace violence in the utility sector. When utility workers are threatened, harassed, or

assaulted during service calls, OSHA must retain the ability to act under the General Duty Clause to address inadequate employer protections.

3. The Clause Saves Lives and Promotes Accountability

The General Duty Clause has historically served as a **critical enforcement bridge** in the absence of specific standards. Diluting its reach undermines OSHA's foundational mission to ensure every worker has a safe and healthful workplace.

Rather than limiting the clause's application, OSHA should strengthen its guidance on enforcement criteria while **preserving broad eligibility**. Stripping protections from “inherently risky” sectors disregards the fundamental principle that **no job should come with an expectation of avoidable harm**.

4. Conclusion

The UWUA respectfully urges OSHA to withdraw or significantly revise this proposed rule. Utility workers are exposed daily to serious hazards, many of which fall outside the scope of existing standards. Weakening the General Duty Clause would directly compromise the safety and lives of the men and women who power, heat, and provide clean water to our nation.

All workers—regardless of industry—deserve full protection under the law.