



INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS,  
ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA

October 21, 2025

Affiliated with  
the AFL-CIO, CLC

207 West 25th Street  
4th Floor  
New York, NY 10001  
Tel: 212-730-1770  
Fax: 212-730-7809

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**VIA E-FILING**

Honorable David Keeling  
Assistant Secretary of Labor  
U.S. Department of Labor  
200 Constitution Avenue  
Washington, D.C. 20210

**RE: Occupational Safety and Health Administration ("OSHA")  
Docket No. OSHA-2025-0041**

Dear Assistant Secretary Keeling:

This letter is the response of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, ("IATSE") AFL-CIO to OSHA's notice of proposed rulemaking issued on July 1, 2025, titled, "Interpretation of the General Duty Clause: Limitation for Inherently Risky Professional Activities." Founded in 1893, the IATSE is an international labor union representing over 170,000 workers in virtually every sector of the entertainment industry. Accordingly, the organization has gained significant familiarity with the challenges faced by workers in all forms of live theater, motion picture and television production, trade shows, exhibitions, television broadcasting, and the ancillary supporting entities that sustain these enterprises.

A significant portion of our Union's work is covered by OSHA's General Industry and Construction standards, but the dynamic nature of our work and vast scope of the entertainment industry makes the General Duty Clause a necessity. Our industry is small compared to other major industries like manufacturing and construction, and not much attention is paid to writing rules for our unique work processes. Consequently, we often rely on qualified industry experts to assess the hazards associated with a specific job task and come up with reasonable methods for controlling the risks. When tasks are not covered by other standards, the General Duty Clause ensures our employers are responsible for maintaining a safe working environment. We offer the following examples for context:

- **Inspection: 316844711 - Cirque Du Soleil Nevada, Inc:** Cirque du Soleil, an employer in a non-unionized workplace, received a Nevada General Duty Clause citation after a fatal accident involving a flying performer occurred during a live performance of their KÀ show at the MGM Grand. The flying performer wore a twist disk metal harness attached to a wire rope connected to an overhead winch to ascend and descend. A stagehand who was a rigger was assigned to push the wire rope away from the grid to be sure that the performer did not strike against the grid over the stage while ascending. Nonetheless, the performer struck the grid after ascending too quickly, and the impact caused the wire rope to break resulting in a fatal fall. OSHA ruled that the performers were not adequately protected or prevented from striking the overhead grid as they used wire rope, controllers and winches to ascend to the catwalk.

- **Inspection: 959753.015 - Film Allman, LLC:** Sarah Jones, a 27-year-old IATSE camera assistant was killed, and eight other coworkers were injured while trying to escape an oncoming freight train during filming for the movie "Midnight Rider." OSHA found that the employer willfully violated the General Duty Clause by failing to implement safety procedures for filming on an active railroad trestle and thereby exposing its employees to the hazard of being struck by a train.
- **Inspection: 1560072.015 - Rust Movie Productions, LLC:** The producers of the movie "Rust" were cited under OSHA's General Duty Clause in a firearms incident where IATSE member Cinematographer Halyna Hutchins was killed, and a coworker was severely injured after being struck by a projectile discharged from a firearm used on set. No projectile was supposed to be in the firearm, which should have only contained a dummy round with no gunpowder. The investigation is ongoing to determine how live rounds ended up in the firearm. There are no OSHA standards that cover the use of firearms at work let alone in theatres or on motion picture sets. Obviously, firearms can be dangerous when used incorrectly or without proper training and oversight. Many productions follow industry safety protocols and use theatrical firearms without incident. However, this was not the case on the set of "Rust." The General Duty Clause was key to holding this employer accountable.
- **Mystery Symptoms Reported by an IATSE Local Union:** IATSE represented workers in a costume shop began experiencing physical symptoms including headaches, dermatological issues, and in some cases severe respiratory distress while working on a newly delivered set of costumes. The costumes were rented from an outside company and had previously been used in another production. The affected workers dutifully reported their symptoms to the union, the employer, and onsite medical staff. The employer agreed to test the costumes for mold after speaking to the union representative. When the tests came back negative for mold, the employer instructed workers to fix the issue themselves or continue using the costumes as is. Citing the employer's responsibility to provide a safe workplace under OSHA's General Duty Clause, the union representative demanded the employer mitigate the issue because the costumes were causing symptoms, even if mold was not present. This argument took place on several occasions as the employer repeatedly attempted – and failed – to correct the hazard. Ultimately, some of the costumes were deemed usable after a thorough cleaning. Un-washable costumes affected by this issue were discarded and replaced. The symptoms stopped as a result. The exact cause of the symptoms remains unknown.

As demonstrated above, the General Duty Clause covers many aspects of entertainment industry work, and the IATSE opposes any rollback that threatens to erode this longstanding protection. We especially take issue with the vague use of the phrase "*inherently risky professional activities*" as outlined in the proposed rulemaking. One can argue that using theatrical firearms, flying performers, or filming on train tracks are "*inherently risky professional activities*," and yet these tasks are regularly performed without incident when safety protocols are followed. Serious and fatal accidents occur when employers neglect their duty to maintain a safe workplace, as shown in our examples.

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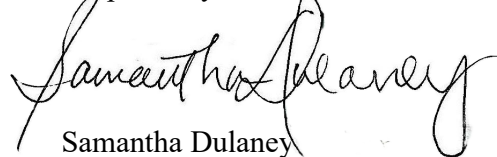
Further, the very fact that the General Duty Clause applies to IATSE work enables workers to demand that their employers comply with OSHA and provide a safe and healthy workplace. Merely citing the law causes employers to change behavior. Indeed, the General Duty Clause has prevented illness and injury and continues to do so. The General Duty Clause is essential to holding negligent employers accountable.

While it does not mention our industry by name, the article “*Dangerous Jobs*,” by Guy A. Toscano published in the Summer 1997 issue of the Bureau of Labor Statistics’ Compensation and Working Conditions publication, lists many characteristics of dangerous work that apply to the entertainment and exhibition industries including: working outdoors, exposure to severe weather conditions, fall and struck-by hazards, working late at night, working alone, handling money, and overexertion from lifting objects. Several of these hazards fall under the General Duty Clause, and we question whether the proposed rulemaking would also limit the protection of those who work under these conditions.

Employer-provided training is another key factor in maintaining a safe working environment that is tied to the General Duty Cause. Would the new proposed rule absolve employers from providing adequate training for those employees who fall under the new interpretation? If workers are not adequately trained, they not only pose a risk to themselves, but also their coworkers and members of the audience.

All workers – regardless of the “inherently risky” nature of their work – deserve the fundamental right to a workplace *free from recognized hazards* as outlined in OSHA’s General Duty Clause. Relieving employers of their duty to provide a safe working environment could lead to catastrophic outcomes, especially for workers whose jobs already put them at a greater risk of death or serious physical harm. An inherently risky professional activity should require more employer oversight, not less. The IATSE does not believe this new interpretation, this amended rule sufficiently protects workers in our industry, and we urge OSHA to reconsider its implementation.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Samantha Dulaney". The signature is fluid and cursive, with the first name being more prominent.

Samantha Dulaney  
I.A.T.S.E. General Counsel