

Understanding OSHA's General Duty Clause and Ohio PERRP's General Duty Requirement

The Occupational Safety and Health Administration (OSHA) and Ohio's Public Employment Risk Reduction Program (PERRP) are widely known for their detailed safety standards covering hazards in the workplace. Such standards include fall protection, machine guarding, electrical safety, chemical handling, powered industrial vehicles and control of hazardous energy, to name a few. In Ohio, Federal OSHA enforces safety in the workplace for the private sector and the Public Employment Risk Reduction Program, or PERRP, enforces safety in the workplace for public employers such as state agencies, counties, cities, schools and townships. In most cases, both agencies use the OSHA regulations for enforcement (although PERRP does use some regulations found in Ohio Revised Code (ORC) and Ohio Administrative Code (OAC)).

Keep in mind though, that not every workplace risk is specifically addressed by a regulation. That's where OSHA and PERRP's General Duty Clause come into play. Although both agencies follow the same concept, the clause comes from different citations. OSHA's come from Section 5(a)(1) of the OSH Act of 1970, <https://www.osha.gov/laws-regs/oshact/section5-duties> and PERRP comes from the Ohio Revised Code ORC 4167.04(A)(1) <https://codes.findlaw.com/oh/title-xli-labor-and-industry/oh-rev-code-sect-4167-04/>.

The definition of the General Duty Clause (for both agencies) basically says:

Each employer shall furnish to their employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees.

To put the definition in other terms, if a hazard is known and can be fixed, it must be addressed, even if there is no standard. The General Duty Clause is typically used when:

- No specific OSHA or PERRP standard applies
- A recognized hazard is present
- A feasible solution exists
- The hazard can result in serious injury or death

If an OSHA or PERRP inspector identify a hazard without a specific standard, the general duty clause may be used as a citation. Here are just a few examples of workplace hazards that do not have a specific standard and may be cited by the general duty clause.

- Exposure to workplace violence risks without prevention measures.
- Heat stress without proper controls (hydration, breaks, monitoring).
- Poor ergonomics leading to musculoskeletal injuries.
- Unsafe work practices not covered by a specific OSHA standard.

So, what are some best practices employers can to do avoid citations from the general duty clause:

Conduct Regular Risk Assessments – this includes identifying hazards across all departments—especially non-traditional risks like violence and ergonomics.

Document Everything – Keep record of inspections, training, hazard corrections and injury investigations.

Follow Industry Guidance - Even when no rule exists, following other standards such as ANSI, NFPA, CDC, etc. can support your safety approach.

Train Supervisors and Staff - Ensure employees understand hazard recognition and reporting expectations.

Act Quickly on Known Hazards - Once a hazard is identified, failure to act increases both risk and liability.

Final Thoughts

The General Duty Clause—under both OSHA and PERRP—serves as a catch-all safeguard to ensure employers cannot overlook serious hazards simply because they are not specifically regulated. By proactively identifying and controlling risks, employers not only maintain compliance but also create safer, more productive workplaces. Creating a safe workplace is not just good business, it's a legal obligation. While many employers are familiar with specific safety standards, fewer fully understand the General Duty Clause.

If you would like to know more about Sedgwick's safety services or would like to schedule a confidential consultation, please contact Andy Sawan at andrew.sawan@sedgwick.com or 330-819-4728.