

# Ada and osha

Law



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ADA and OSHA ADA and OSHA The ADA directs employers and the courts to interpret the ADA to avail broad coverage. The amendment alters a number of definitions that widen the expression disability, and thus classify more employees as disabled. Although ADAAA does not change the definition of disability, it delineates the meaning of major life activity and redefines the term substantial limits (Goren, 2010). This means that employers can no longer cite mitigating measures when evaluating whether the worker's impairment substantially limits a major life activity. The ADAAA requires an employer to disregard mitigating measures and pay attention to the underlying untreated impairment.

Employers should review all existent policies on disabled employees and amend them to align with the ADAAA. This may require the employer to identify circumstances where the company denied a request for accommodation, or asserted that the worker is not disabled as per ADA. Supervisors and the HRM should be adequately trained in order to engage effectively with the detail-oriented interactive accommodation process mandated by ADAAA (Goren, 2010). Employers should be more flexible in implementing policies that pursue ADAAA broader coverage, and more relaxed standards for availing reasonable accommodations and reporting mechanisms.

The aim of ergonomics is to minimize stress and eliminate injuries and disorders associated with the overuse of muscles and repeated tasks. OSHA should develop an ergonomic standard that responds effectively to occupational safety and health, and ensure that all business owners have implemented an ergonomics program to prevent or control injuries and illnesses through the elimination of, or reduction of worker's exposure to

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musculoskeletal disorder risk factors (Twomey, 2010).

The General Clause imposes an obligation to employers to provide workplaces free of recognized hazards by furnishing their employees with employment conditions that are free from probable hazards that might yield death or severe physical harm, whether or not there is an OSHA standard. According to the General Clause, employers must take all available abatement actions that are feasible to eliminate these hazards (Twomey, 2010). In instances where an employer fails to adhere to do this, OSHA can inspect and issue a citation as stipulated by the General Duty Clause.

#### References

Goren, W. (2010). *Understanding the Americans with Disabilities Act*. Chicago, IL: ABA Publishing.

Twomey, D. (2010). *Labor & Employment Law: Text and cases*. Mason, OH: South-Western Cengage Learning.