



**Actors' Equity Association /
The Off-Broadway League**

**Health & Safety Protocols:
Off-Broadway Productions and
Off-Broadway Development**

As of February 17, 2023

TABLE OF CONTENTS

INTRODUCTION	3
COMMUNICATION, TRAINING AND EDUCATION	3
INDIVIDUAL RESPONSIBILITY FOR COVID-19 PREVENTION AND MITIGATION	3
CDC COMMUNITY RISK LEVEL FRAMEWORK	4
MASKS	4
DISINFECTION AND MAINTENANCE	4
HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS	4
AUDIENCE RELATED	5
ESSENTIAL VISITORS	5
OVERSIGHT AND LEADERSHIP	5
TESTING	5
SYMPTOM MONITORING AND PROTOCOLS FOLLOWING A POSITIVE TEST	6
SICK LEAVE	8
VACCINATION	8
UNVACCINATED PERSONNEL IN THE WORKPLACE	9
ISSUE RESOLUTION	9
TERM OF THIS AGREEMENT	9
ACKNOWLEDGEMENT	11

INTRODUCTION

The protocols and guidelines in this document are based on the expectation that all actors, stage managers, and those that interact regularly and directly with them (“Employees”), have been fully vaccinated against COVID-19. “Fully vaccinated” shall mean the participant received an FDA authorized or approved vaccine or a WHO authorized or approved vaccine and the participant is more than 14 days following the final dose of a vaccine. The parties agree all eligible individuals should also be encouraged to receive all recommended COVID-19 boosters and remain up to date with their COVID-19 immunizations. Recommendations will be updated as often as necessary as more scientific knowledge about COVID-19, its variants, transmission, and vaccine information become available. The protocols and guidelines discussed are intended to provide an outline for health and safety for venues for covered productions (a “covered production” shall be an Off-Broadway production or Off-Broadway development covered by the parties’ collective bargaining agreement and side letter).

The parties recognize that the changing landscape of COVID-19 and its variants may require modifications in the safety protocols based on government regulations and local epidemiology. Responsive actions might impact:

- Vaccination guidelines
- Masking
- Frequency and type of COVID-19 testing
- Other aspects of these protocols.

Either party may reopen discussions on these protocols based on the adequacy of mitigation efforts and modified based on evolving circumstances and scientific knowledge regarding COVID-19 (e.g., recommendations from the CDC, NYS Department of Health, or NYC Department of Health).

COMMUNICATION, TRAINING AND EDUCATION

- Time spent in mandated COVID Safety Training will count towards rehearsal hours. Training time that is in excess of available rehearsal hours will be paid at the applicable rehearsal overtime rate.

INDIVIDUAL RESPONSIBILITY FOR COVID-19 PREVENTION AND MITIGATION

All Employees will attest in a form attached to this document that they read, understood, and will abide by the protocols herein.

- All Employees must adhere to all employer policies and procedures reasonably related to facilitate the execution of these protocols (i.e., adjustments to safety protocols based on local epidemiology and government regulations as detailed above.)
- All Equity members of the production must adhere to all venue policies and procedures reasonably related to facilitate COVID-19 safety of the venue worksite as they may be advised by the Employer and must take measures within their duties to promote a safe working environment.
- All Employees must adhere to all COVID-19 mitigation laws, regulations or guidelines issued by federal, state, and local government authorities both at and away from the venue, as communicated to the employee by the employer.
- These obligations apply both at and away from the venue.
- Actors and Stage Managers will not be assigned to be the designee for ensuring COVID-19 safety protocol compliance except as may be required in fulfilling their obligations herein.

CDC COMMUNITY RISK LEVEL FRAMEWORK

The CDC's Community Risk Level Framework will be used to help communities decide what prevention steps to take based on the latest data. The protocols below are based on this framework: <https://www.cdc.gov/coronavirus/2019-ncov/your-health/covid-by-county.html>.

MASKS

Individuals are not required to wear face masks per these protocols, except as required below, recommended or required by the CDC, OSHA, state and/or local DOH or otherwise directed by the Employer. Employees may continue to elect to wear a face mask, except when doing so is incompatible or interferes with their job responsibilities or part of the performance such as performing on stage or other instances discussed in this document.

- Actors and stage managers may elect to wear their own mask so long as such mask meets CDC recommendations and guidelines and/or stricter guidelines of Employer, and the stage manager or actor launders their mask as recommended by the CDC between uses.
- Should masking be recommended or required as detailed above, training on mask safety and disposable masks will be provided at no cost to stage managers and actors.
- In cases where a production employs actors or stage managers who are d/Deaf or hard of hearing, the Employer will engage in an interactive process to determine what accommodations may be required, including whether and in what circumstances the face masks for other Employees shall be the FDA approved transparent type.
- If masks are recommended or required as detailed above, the employer's COVID-19 designee will review and have the final determination if masks meet CDC safety standards and fit the individual company members properly.
- Masking, except when doing so is incompatible or interferes with their job responsibilities or part of the performance, shall be strongly encouraged when the CDC's "COVID-19 Community Level" for the county is Yellow (Medium) or is Red (High)

DISINFECTION AND MAINTENANCE

- Cleaning should continue to occur as described in the Off-Broadway Contract Rule 62, with enhanced cleaning as outlined in the CDC's recommendations for cleaning and disinfection if an individual is confirmed to have contracted COVID-19 and had a prolonged exposure (as defined by the CDC) to the workplace.
- When interacting with a Wardrobe representative, used tissue, lozenges, etc. must be discarded in trash receptacles rather than handing them to the wardrobe representative.

HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS

The Employer will utilize workplaces that will practice continuous assessment by qualified facilities personnel and, if necessary, outside contractors, of circulation-related building systems (e.g., ensuring HVAC systems use MERV-13 filters or better). Employers that have not yet updated HVAC systems (or are renting spaces where the HVAC system has not yet been updated) will provide portable HEPA air cleaners. In addition, Employers will provide portable HEPA air cleaners in spaces with poor ventilation or limited fresh air ability, such as the Orchestra Pit or unvented dressing rooms, with a goal of increasing outdoor air ventilation as much as possible. Assessments will include, but may not be limited to cleaning, repairing, replacing, and/or upgrading system components as necessary and, to the extent reasonable, as called for by best practices, CDC, OSHA, and State/Local DOH guidance and/or ASHRAE. For Employers that own their own venue, vendor generated system certification reports shall be provided to Equity upon request. For Employers that are renting space(s) whose venue owners have not conducted a

ventilation verification, mitigation as discussed elsewhere in this document will be required until such verification is provided.

AUDIENCE RELATED

- Autograph signings are prohibited when the Community Risk Level is Red. Meet-and-greets and backstage tours are prohibited when the Community Risk Level is Red or Yellow.
- Talkbacks may happen if the production participants remain onstage and the attending audience members remain in the house.
- When the audience is seated as to be immersed with the production design and/or the actors are staged to be interactive with the audience, then the production shall have a show-specific discussion with Equity to review if additional measures for actors' safety are appropriate in counties where the CDC Community Risk Level is Red.

ESSENTIAL VISITORS

- Essential visitors are persons working directly with the production. Essential Visitors must be fully vaccinated, as defined above, prior to interaction with the company.
- Essential visitors shall provide negative test results with the same requirements as the company, or if it not tested on the same basis as the company, then provide a negative FDA authorized or approved PCR test taken within 72 hours or antigen test taken within 24 hours prior to their backstage visit when the Community Risk Level is Red.
- Invited run throughs shall be permitted in the rehearsal studio provided that all invited individuals adhere to the protocols for visitors and the occupancy for the space is consistent with the occupancy requirement of federal, state and local authorities.

OVERSIGHT AND LEADERSHIP

The employer shall designate a representative with training in infection prevention and occupational health screening and surveillance to be responsible for COVID-19 safety compliance and enforcement. The name and contact information of the designee shall be made available to members of the Equity company, and the COVID-19 Safety designee will be readily accessible to all company members.

TESTING

- The Employer shall provide, at no cost to the Actors and Stage Managers (including no upfront/out of pocket costs), FDA authorized or approved PCR or Antigen tests, with minimum frequency determined by the CDC COVID-19 Community Risk Level.
- After the first day of in-person work, FDA authorized or approved PCR or antigen tests should be administered no less as follows:
 - Red (High): No less than one (1) time per week
 - Green (Low) and Yellow (Medium): testing required only when the employee is exposed to COVID-19 (as defined by the CDC) in the workplace or has symptoms of COVID-19.
- If an individual tests positive with the Antigen test, then, consistent with SYMPTOM MONITORING, below, that result will be confirmed with a follow-up FDA authorized or approved PCR test.
- Testing time shall be counted as follows:
 - Testing connected to a call: Equity members may be called up to 30 minutes early to a rehearsal and/or performance call to accommodate for required COVID-19 testing without additional payments or time calculated towards rehearsal hours based on the minimum testing frequency determined by the CDC Risk Level above or as otherwise required by these protocols. For clarification, when the CDC risk level is Red (High) they

may be called in no more than one (1) time per week, and daily if required by these protocols. Such testing may occur at the venue or an offsite facility within a reasonable distance from the venue.

- o Additional testing, beyond the requirements above, either earlier testing in the day, or testing at a facility further from the venue than provided for above, shall be counted towards rehearsal hours in fifteen-minute increments based on time spent at the testing location.
- o At-home testing: Should the Employer provide at-home test kits, such time will not be counted into rehearsal hours so long as the deadline for submitting proof of tests is no sooner than 12 hours from the end of the prior call, except for days with matinee performances, in which case the deadline for submitting proof is no sooner than 10 hours from the end of the prior call.
 - Should the employer require an earlier deadline, such time shall be counted as 15 minutes per test of rehearsal time.
 - Individuals shall write their name and the date on the test for submission to the employer.
- o Should additional testing or at-home testing trigger overtime for weekly rehearsals, such overtime may be calculated in 15-minute increments.
- An individual who returns to work following a confirmed positive COVID-19 diagnosis (consistent with the return-to-work language in the section “Symptom Monitoring” below), the individual will not require routine COVID-19 testing for a period of 90 days following their initial diagnosis unless they have developed symptoms for COVID-19, distinct from their usual state of health, in which case an FDA authorized or approved antigen test shall be used. Thereafter they shall resume testing on the same frequency as the rest of the company.
- Reporting of test results to employers will be done in a confidential manner consistent with state, city and federal regulations. Notification of exposed co-workers shall occur in a way as to protect the confidentiality of the person with COVID-19 and in accordance with statutory confidentiality requirements, unless the individual gives written permission to disclose their name. Should there be a confirmed positive test result, the Union will be informed as soon as practicable, in no event later than 24 hours, and in a manner consistent with legal confidentiality requirements.
 - o The following information will be reported to the union:
 - If it is an Equity member, or role in the production if not an actor or stage manager
 - Whether this individual is masked or unmasked in the workplace
 - Last day worked
 - Date of confirming positive test
 - Date expected to return
- If within five (5) consecutive days, there are five (5) confirmed new COVID-19 positive cases within the regular full-time company (Equity company, crew and musicians), then for a period of fourteen (14) calendar days starting with the day of the fifth confirmed COVID-19 case the employer will: move to testing on each workday (with either an antigen or PCR test) and require KN95 or KF94 masks at all times, regardless of Community Risk Level, except when doing so is incompatible or interferes with their job responsibilities or part of the performance. If Equity, the League, or the Production believe that additional steps may be appropriate, the parties agree to discuss within 24 hours of request.

SYMPTOM MONITORING AND PROTOCOLS FOLLOWING A POSITIVE TEST

- Anyone who develops symptoms consistent with COVID-19 as defined by the CDC must self-

report to the employer's COVID-19 Safety designee, test for COVID-19 and isolate pending the results of a COVID-19 test.

- If a symptomatic individual tests negative for COVID-19, then the individual may return to the workplace if they are well enough to do so and do not have any symptoms indicative of another infectious disease:
 - If the initial test is an antigen test, then they shall take a PCR test. If the PCR test is negative, the individual may return to the workplace.
 - If the initial test is a PCR test, then the individual may return to the workplace per these protocols.
 - For Rules governing illness and sick leave in circumstances other than COVID-19 see Off-Broadway Contract Rule 33.
- If an asymptomatic individual tests positive:
 - If the initial test is an antigen test, then they shall take a PCR test. If the PCR test is negative, the individual may return to the workplace.
 - If the initial test is a PCR test, the initial result shall be deemed to be a positive for the purpose of these Protocols.
- PCR tests shall be considered valid and conclusory unless there is a reasonable basis to believe there was an error in the administration or processing of the test. In which case, a supplemental lab-based PCR test may be administered.
- All individuals who are confirmed to have tested positive for COVID-19 shall isolate consistent with applicable CDC guidance (current guidance noted below) and are recommended to receive an evaluation from a licensed health care provider.
- The employer will provide COVID-19 testing as soon as possible to all individuals in the production who have been in close contact with the individual that contracted COVID-19 regardless of Community Risk Level or vaccination status.
- Should an employee or contractor that closely and regularly interacts with the production develop a symptom-profile consistent with COVID-19 or test positive for COVID-19, and those individuals had a prolonged exposure (as defined by the CDC) to the workplace, enhanced cleaning shall be performed as outlined in the CDC's recommendations for cleaning and disinfection.
- CDC, OSHA, Federal, state and local public health departments' requirements and guidelines for COVID-19 exposures will be followed.
- A person may return to work consistent with up-to-date public health guidance, including using the CDC's symptoms-based strategy if symptomatic and time-based strategy if asymptomatic. The parties will update return to work protocols consistent with updates to the CDC guidance. As of February 13, 2023, the return-to-work guidelines as confirmed by the parties are:
 - Equity members must isolate, irrespective of whether they are symptomatic, if they contract COVID-19. The period of isolation is calculated as follows:
 - Day 0 is the first day of symptoms
 - If no symptoms, Day 0 is the date of the initial positive test. If symptoms develop after the positive test the clock resets and Day 0 is the first day of symptoms
 - Day 1 is the first full day following Day 0
 - They may leave isolation after Day 5 and resume activity (no sooner than Day 6) if:
 1. The employee can wear a mask at all times:
 - a. Their COVID-19 symptoms (based on the CDC COVID-19 symptoms list) are improving and they are fever free for 24 hours without the usage of fever-reducing medications; AND

- b. They test negative on an antigen test taken on or after Day 5. A negative antigen test is required if returning to work before Day 10 (in lieu of a negative antigen test, clearance by a medical professional may be provided, or they are asymptomatic for five consecutive days); AND
 - c. For the subsequent remainder of the 10-day period following Day 0 they must, at all times, be able to wear a well-fitting KN95 or KF94 mask.
 2. If the employee cannot wear a mask in performing their job duties:
 - a. COVID-19 symptoms are improving (based on the CDC COVID-19 symptoms list) and they are fever-free for 24 hours without the usage of fever reducing medications; AND
 - b. They test negative on antigen tests administered on Day 5 and Day 7, then the employee can return as of Day 8.
- If a person does not meet the criteria above, they must continue to isolate through Day 10. After Day 10, the person may return to work only if their symptoms are improving and they are fever-free for 24 hours (based on the CDC COVID-19 symptoms list).

SICK LEAVE

Actors and Stage Managers who contract COVID-19 and are required to isolate in accordance with these Protocols shall receive sick pay for the number of performances required to be missed in compliance in these Protocols (up to a total of twelve (12) performances per occurrence) or as may be required by applicable law, if greater. Sick pay under this provision is to be paid at contractual salary for the duration required by New York State Department of Labor under the COVID-19 Paid Leave provisions, after which, such salary will be capped at \$1750. Actors and Stage Managers shall be entitled to sick pay for subsequent occurrences in accordance with applicable law subject to the provisions of this paragraph. Sick pay under these protocols shall not be banked or carried over for any other purpose and Employees shall return to work consistent with the return-to-work provisions in the SYMPTOM MONITORING section of this document.

VACCINATION

Subject to the exceptions set forth below, and except as prohibited by applicable law, the Employer will require all Employees to be “fully vaccinated,” in accordance with the definition above. As noted previously, it strongly recommended that Employees also receive a booster vaccine.

Employees must provide the Employer with proof of vaccination at a date established by the Employer, but in no event later than the first day of rehearsal.

Employees who cannot receive a COVID-19 vaccination because of a qualifying disability or a sincerely held religious belief must contact the Employer at a date established by the Employer to request an accommodation. The Employer will decide whether to provide a reasonable accommodation in accordance with applicable law.

UNVACCINATED PERSONNEL IN THE WORKPLACE

Unvaccinated personnel in the workplace include juveniles currently ineligible to receive an FDA or WHO authorized or approved vaccine, or individuals that receive reasonable accommodation as detailed in the VACCINATION section above.

Unvaccinated individuals will be required to adhere to all sections of this document.

ISSUE RESOLUTION

As a mechanism for resolving concerns about application of prevention efforts contained in these Protocols, the following process shall apply:

Any alleged non-compliance with the safety protocols must be promptly addressed.

Should a non-compliance issue not be promptly addressed, notice must be provided to Producer and to the Actors' Equity Business Representative by the COVID-19 Safety designee. The actors and stage managers must continue to be paid during the entire Issue Resolution process but no longer than their individual contract. Producer will be permitted the rest of the business day and the next business day to resolve the issue (if it cannot be resolved in such time, a request to Actors' Equity to extend the period will be sought and which approval will not be unreasonably denied).

If Producer and Union disagree about whether there is compliance issue, the following process will be employed:

If the required meeting does not result in a resolution the parties' health and safety experts ("The HSE") shall meet and confer within 24 hours and attempt to reach a resolution. The HSE will be required to render either a joint, agreed upon written opinion, or separate, individual written opinions. The HSE shall set forth the basis for their opinion in reasonable detail. The HSE shall not refuse to render an opinion or refer the issue(s) back to the union and the League.

In the event the HSE's do not agree, the issue will be presented to and resolved by the "Health & Safety H&S Arbitrator" ("H&S Arbitrator") within 24 hours after the HSE's issue their opinions.

The parties will jointly select a panel of third-party neutrals who will be designated to hear and determine disputes under this Agreement as the H&S Arbitrator (a list to be attached to this Agreement). An H&S Arbitrator shall be a qualified individual in epidemiology, infectious disease, or industrial hygiene and able to render judgment on the health and safety compliance matters herein.

For each dispute, one panelist will be jointly selected by the parties to serve as the H&S Arbitrator. If the parties cannot agree on a H&S Arbitrator from the panel, the neutral will be selected based on a rotational basis.

The H&S Arbitrator must resolve the issue(s) only by accepting one of the two HSE opinions rendered. The H&S Arbitrator is not authorized to craft resolutions and remedies different from those contained in the HSE opinion adopted.

TERM OF THIS AGREEMENT

This Plan is proposed under the assumption that it and the procedures it describes will expire, and its requirements will cease to apply as of the earlier of either April 9, 2023 or either party reopening

discussions on these protocols based on the adequacy of mitigation efforts and modified based on evolving circumstances and scientific knowledge regarding COVID-19 (as described in "Introduction"). The parties will meet no later than April 2, 2023, to review the science and make reasonable determinations as to whether and to what extent, if any, the procedures in this Plan should be extended based on the state of the virus and the risk to the employees at that time.

The protocols within this Plan shall not be cited as precedent in any future union negotiations.

ACKNOWLEDGEMENT

I hereby acknowledge that I have read and agree to abide by the terms and conditions of these Health

And Safety Protocols, dated February ____,2023 for _____
INSERT SHOW NAME OR THEATRE NAME

Employee Name (Please Print clearly)

Union Affiliation

Employee Signature

Date: _____

To be executed in quadruplicate and attached to each copy of each contract entered into between Actor or Stage Manager and Producer.