

COVID-19 Safety Rider

This Rider must be signed and submitted by Employer with the SDC contract for each production prior to the SDC Member(s) providing *any* in-person services.

The following constitutes the agreement of Employer, SDC, and the SDC Member(s) regarding COVID-19 Safety Protocols in place for this production. SDC reserves all rights to modify or amend the protocols contained in this Rider at any time in response to changes in the pandemic. Notwithstanding the foregoing, Employer agrees that COVID-19 Safety Protocols shall at all times meet or exceed the terms and conditions herein set forth.

A. COVID-19 SUPERVISOR

There shall be at least one (1) designated COVID-19 Supervisor who shall enforce Employer's COVID-19 Safety Protocols. If not on site, the COVID-19 Supervisor shall be accessible for issues or questions that may arise.

- a. The COVID-19 Supervisor need not be a health professional but shall have training on COVID-19, controls required to mitigate risk, and time and authority to perform duties.
- b. Employer affirms that the COVID-19 Supervisor has completed the appropriate training prior to the start of in-person work.
- c. The COVID-19 Supervisor shall not be the SDC Member, stage manager, or production staff, but may be a staff member of Employer (e.g., company manager, etc.)

B. CURRENT GOVERNMENT POLICY

- a. All federal, state, and local orders must be followed.
- b. Employer shall review government policies to ensure they permit the gathering and activities being planned.

C. COVID-19 SAFETY TRAINING

- a. Employer shall provide its COVID-19 Safety Protocols to the SDC Member in advance of the first day of employment and shall review the Protocols with all employees at the first rehearsal.

D. SYMPTOM MONITORING, TESTING, AND MASKING

a. Symptom Monitoring

- i. Individuals with COVID-19 symptoms or high-risk exposure with a COVID-19 confirmed or assumed case shall test, mask, and/or isolate based on current CDC guidelines and until they receive a negative antigen or PCR test result or are cleared by a licensed health care provider.
- ii. When an SDC Member is required to isolate away from their home, Employer shall:
 1. Ensure delivery of all essential items and services, including but not limited to food, groceries, laundry, and medications. Employer shall pay one hundred (100%) percent of all delivery fees.
 2. If necessary, provide housing for the SDC Member to self-isolate.
- iii. Employer shall not reduce the SDC Member's contractual fee as a result of the Member taking leave to isolate.

b. Testing

- i. SDC recommends employers follow the below testing guidelines:
 1. For all community levels, Employer should provide or ensure free access to **Pre-Employment Testing** for all company members prior to in-person work.

2. Thereafter, for “high” community levels, Employer should provide or ensure free access to ongoing **Surveillance Testing** of all company members 2x per week.

c. Masking

- i. Company will adhere to SDC’s current masking guidelines, including the following:
 1. If local county is designated as “low” per the CDC, then company members may work without masks, including partnering for dancers.
 - a. It is recommended that company members remain masked if they will come into contact with high-risk or immunocompromised persons outside of the company.
 - b. It is highly recommended that SDC Members remain masked when attending preview performances where an audience is present (See Section G herein)
 2. If the local county is designated as “medium” or “high” per the [CDC’s Community Level](#), then company members should increase masking practices to include masking at all times when not actively eating, drinking, rehearsing, or performing.

E. VENTILATION FOR REHEARSAL AND PERFORMANCE SPACES

Employer shall make best efforts to comply with AIHA (American Industrial Hygiene Association) and ACGIH (American Conference of Governmental & Industrial Hygienists) recommendations, including:

- a. Suggested MERV 13 to 17 filters (or highest available MERV filter for current system).
 - i. Air filtration may include HEPA air purifiers with enough capacity to treat the square footage in each space.
- b. Suggested Air Changes per Hour (ACH) are between 6 and 12.
- c. The more outdoor air the better. Running at 100% outdoor air when the filter is less than MERV 11 is recommended.
- d. The demand-controlled ventilation (DCV) should be disabled.
- e. If possible, Employer agrees to keep systems running longer hours to enhance air exchanges in the building space which will also aid the cleansing of the air.

F. AUDIENCE AND PUBLIC INTERACTION

Employer and SDC are concerned for the health and safety of directors and choreographers who, as part of their regular job functions, must cross the “4th wall” between the backstage and public areas, maintaining close proximity to both the company and the public. To that end, Employer affirms the following:

- a. Employer shall offer SDC Members dedicated space in the theatre, at least six (6) feet from the audience, to keep them out of the “Close Contact” area as defined by the CDC.
- b. **If the audience is required to wear masks, the distance above may be reduced.**
- c. **If the audience is not required to wear masks, in addition to the six (6) feet distance above, it is recommended (but not required) that SDC Members remain masked while viewing performances from the house.**

G. VACCINATION POLICY

If Employer requires all employees to be fully vaccinated (primary course plus all recommended boosters) as a condition of employment, Employer acknowledges receipt of SDC’s [“Vaccination Policy Checklist”](#) and affirms compliance with all terms and conditions therein, including:

- a. Employer shall give SDC Members an opportunity to come into compliance if not already vaccinated.
- b. SDC Members must be allowed to appeal if they are unable to be vaccinated due to (1) disability; (2) sincerely held religious objection; or (3) for other personal circumstances that may warrant additional consideration.

- c. Employer must grant reasonable accommodation for disability, sincerely held religious objection, or for other personal circumstances that may warrant additional consideration (assuming accommodation does not present an undue hardship).
- d. Employer must comply with applicable federal, state, and local laws concerning the requirement to be vaccinated as a condition of employment (including legally mandated exemptions and reasonable accommodations (e.g., telework), assuming accommodation does not cause Producer an undue hardship).
- e. Producer shall not reduce an SDC Member's contractual fee as a result of SDC Member taking leave (1) to get the vaccine; (2) due to any side effects from the vaccine; or (3) if the Member is required to isolate.
- f. Where a question or dispute arises concerning an SDC Member's non-compliance with Employer's vaccination policy, Employer shall not terminate SDC Member before a designee from SDC and a designee of Employer meet to discuss potential solutions and/or reasonable accommodations.
- g. If adjustments in direction and choreography must be made to adhere to Employer's Vaccination Policy and/or COVID-19 Safety Plan, then Employer shall make reasonable efforts to ensure the SDC Members are informed and allowed to advise on the necessary adjustments.
- h. Any additional documents to be signed by Members must first be sent to the Union for review, comments, and if subject to mandatory bargaining, negotiation.

SDC Member may not work in person prior to the return of a fully executed copy of this RIDER.

The undersigned Employer affirms that its COVID-19 Safety Protocols shall at all times meet or exceed the terms and conditions herein. This Rider is hereby incorporated into and made a part of the SDC contract.

Affirmed:

Acknowledged:

EMPLOYER

SDC MEMBER

Print Name

Print Name

Date

Date