

## COVID-19 Safety Plan Rider for Fully Vaccinated Companies

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

Theatre/Employer:	
Theatre Contact (Name/Email)	
Location (City/County/State)	
Production	
1st Rehearsal/1st Performance/Closing	
Name(s) of SDC Member(s)	

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. FULLY VACCINATED COMPANY

Use of this Rider requires that a company be fully vaccinated as defined by the CDC. If your company is not fully vaccinated, please contact SDC for the appropriate form.

#### a. "Fully vaccinated" defined.

- i. Currently, "fully vaccinated," as defined by the CDC is more than 14 days following receipt of both doses of the Pfizer BioNTech or Moderna two-dose vaccine or the Johnson & Johnson Janssen one-dose vaccine.

#### b. "Company" defined.

- i. For the purposes of this Rider, the "company" shall include the SDC Member(s) and every person that interacts with them who has been engaged by Employer and/or its agents. The "company" shall not include audience members. (See Section G herein for audience protocols).

### B. COVID-19 SUPERVISOR

There shall be at least one (1) designated COVID-19 Supervisor who shall be on site, and shall enforce Employer's COVID-19 Safety Protocols.

- 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.)

### C. 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.

#### **D. 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.

#### **E. 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 and quarantine 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 quarantined 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 quarantine.

##### **b. Testing**

- i. Company will adhere to the testing guidelines of the SDC-COVID-19 Special Guidance dated March 21, 2022, including the following:
  - 1. For all community levels, Employer shall provide **Pre-Employment Testing** for all company members prior to in-person work.
  - 2. Thereafter, for "medium" and "high" community levels only, Employer shall provide ongoing **Surveillance Testing** of all company members no less than 2x per week.

##### **c. Masking**

- i. Company will adhere to the masking guidelines of the SDC-COVID-19 Special Guidance dated March 21, 2022, including the following:
  - 1. If local county is designated as "low" per the CDC, then company members may work without masks and social distancing, including partnering for dancers.
    - a. It is recommended (but not required) that company members remain masked if they will come into contact with unvaccinated or immunocompromised persons outside of the company.
    - b. It is recommended (but not required) 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 COVID-19 Community Level, then company members will follow increased masking and social distancing.

#### **F. 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. MERV 13 to 17 filters should be used.
  - i. Air filtration may include HEPA air purifiers capturing 0.125 microns and covering the entire square footage in each space.
- b. Air Changes per Hour (ACH) should be between 6 and 12.
- c. The more outdoor air the better. Running at 100% outdoor air when the filter is less than MERV 17 is recommended.
- d. The demand-controlled ventilation (DCV) should be disabled.
- e. Employer agrees to keep systems running longer hours, 24/7 if possible, to enhance air exchanges in the building space which will also aid the cleansing of the air.

## G. 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.

## H. VACCINATION POLICY

If Employer requires all employees to be fully vaccinated 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 quarantine.
- 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:

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**EMPLOYER**

\_\_\_\_\_  
**SDC MEMBER**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**