

**AGREEMENT IMPLEMENTING PROCEDURES IN RESPONSE TO COVID-19
PUBLIC HEALTH EMERGENCY**

This Agreement is made this 7 day of April, 2020 between the Metropolitan Atlanta Rapid Transit Authority ("MARTA" or "Company") and the Amalgamated Transit Union Local 732 ("ATU 732" or "the Union").

WITNESSETH

WHEREAS, on March 14, 2020, Governor Kemp issued an Executive Order declaring a Public Health Emergency and State of Emergency in Georgia as a result of the COVID-19 virus; and

WHEREAS, the U.S. Department of Homeland Security's March 19, 2020 Memorandum on Identification of Essential Critical Infrastructure Workers During COVID-19 defined mass public transportation as an essential critical infrastructure service; and

WHEREAS, MARTA currently provides employees covered by the collective bargaining agreement with 12 days of sick leave per year and additionally provides for vacation time of one to six weeks per year based on seniority; and

WHEREAS, the Families First Coronavirus Response Act (FFCRA), was enacted in response to the Covid-19 pandemic and the Emergency Paid Leave Sick Act (EPSLA) and the Emergency Family and Medical Leave Expansion Act (EFMLEA) were enacted as part of the FFCRA and the provisions of such Act are applicable to MARTA; and

WHEREAS, MARTA wants to modify its attendance policy and provide additional leave benefits for employees impacted by COVID-19 to protect the health and safety of our employees and our customers; and

WHEREAS, to provide these additional benefits, MARTA will require employees to provide reasonable notification and documentation from medical personnel; and

WHEREAS, MARTA has made operational and service changes to accommodate the practice of social distancing for employees and customers, including teleworking, prohibiting gatherings of more than 10 people and rear-door boarding on all buses; and

WHEREAS, it is incumbent on all MARTA employees to abide by the limit on group gatherings and maintain a distance of six (6) feet between employees.

NOW, THEREFORE, MARTA and ATU 732 hereby covenant and agree as follows:

1. MARTA is establishing Emergency Paid Sick Leave (EPSL) to provide 80 hours of a new type of administrative paid leave for the following qualifying reasons relating to absences caused by COVID-19. This allows an employee to take leave due to an inability to work or telework because the employee is:
 - A. Advised by a health care provider to self-quarantine due to concerns related to COVID-19;
 - B. Experiencing COVID-19 symptoms and seeking medical diagnosis;
 - C. Advised by MARTA to self-quarantine due to risk of exposure to COVID-19 as a result of close contact with a COVID-19 affected co-worker;
 - D. Advised by a health care professional to self-quarantine due to underlying personal health conditions or other personal reasons;
 - E. Caring for an individual who is subject to "A" above;
 - F. Caring for the employee's dependent child if the child's school or place of care is closed or the child's care provider is unavailable due to public health emergency; or
2. The 80 hours of emergency paid sick leave will be provided at the employee's regular rate of pay for reasons A, B, C, D and E listed above and at 2/3rds the employee's regular rate of pay for reason F.
 - A. Any MARTA employee needing to be out of work due to caring for a dependent child whose school is closed due to COVID-19 may elect to use accrued vacation or sick leave time to cover the remaining 1/3 of their salary.
3. If any MARTA employee receives a confirmed diagnosis of COVID-19, the employee will receive eight (8) hours straight time for each regularly scheduled day of work missed while out of work due to his/her COVID-19 diagnosis.
 - A. The employee must provide written documentation to MARTA's HR Department from a local, state, or federal government agency, a medical professional or hospital verifying the diagnosis via email to hrcovid19@itsmarta.com or via fax to (404) 848-4150.
 - B. The employee must provide periodic updates as to their condition and expected date of return to work to MARTA's HR Department by telephone at (404) 848-4516 or email hrcovid19@itsmarta.com no less than once every seven (7) days;
4. For any employee covered under Section 1: A-E or who were diagnosed or directed to self-quarantine before the effective date of this Agreement, the benefits agreed herein shall apply retroactively.
5. Once an employee has utilized the 80 hours of emergency sick leave provided then such employee shall be entitled to use any existing sick leave and or vacation time.
6. MARTA will provide up to 12 workweeks of Emergency FMLA ("EFMLA") leave if an employee is unable to work or telework due to caring for a child whose school or place of

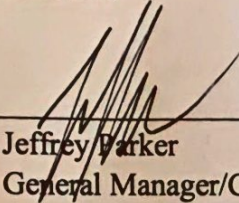
care has been closed, or whose childcare provider is unavailable, due to reasons related to COVID-19.

7. Employees are eligible for EFMLA if they have worked for MARTA for at least thirty (30) calendar days.
8. EFMLA leave will be counted as FMLA leave and will reduce the 12 workweeks of FMLA leave otherwise available under MARTA's FMLA policy. If an employee already has exhausted their 12 workweeks of leave under MARTA's FMLA policy, they will not be eligible for an additional 12 workweeks of leave in the applicable 12-month period.
9. The first two weeks of EFMLA are unpaid. An employee may elect to substitute EPSL for the first two weeks of unpaid EFMLA. If an employee does not elect to substitute EPSL for the first two weeks of unpaid EFMLA (or if they have exhausted the EPSL entitlement) an employee may use any available accrued paid leave for the first two weeks of unpaid time.
10. After the first two weeks of EFMLA, any additional EFMLA needed will be paid at two-thirds (2/3rds) an employee's regular rate of pay up to a maximum of \$200.00 per day for up to a ten week period for leave taken pursuant to Section 1F.
11. For any employees who have reached the requisite occurrence limit leading to termination before the effective date of this Agreement, when that employee has asserted that they were absent from work due to COVID-19 illness or suspected COVID-19 illness, MARTA and ATU 732 agree to implement a temporary moratorium on the *final processing* of terminations.
 - A. This precautionary measure will allow MARTA and ATU 732 time to fully investigate the situation to determine whether termination is appropriate.
12. Employees' continuing cooperation with MARTA's HR Department and the provisions of this Agreement, including notice and documentation provisions, are conditions precedent to the benefits and terms of this Agreement. Failure to cooperate will result in the application of the regular provisions of the Collective Bargaining Contract and release MARTA from any obligation to comply with the terms of this Agreement as to the non-cooperative employee.
13. The terms of this Agreement shall continue in accordance with the effective time set out in the FFCRA.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date below and have affirmed that each person signing this Agreement has been fully empowered and authorized by his respective body to execute this Agreement.

MARTA

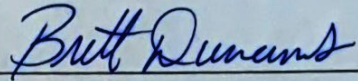
By: _____


Jeffrey Parker
General Manager/CEO

Date: _____

4/8/20

ATU Local 732



Britt Dunams
President

4/8/2020