

**MEMORANDUM OF INTERPRETATION
PENSION AGREEMENT**

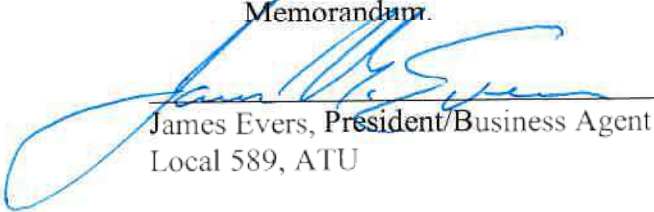
WHEREAS, the Massachusetts Bay Transportation Authority ("Authority") and Local 589, ATU, ("Union") are parties to an agreement over the terms and conditions of a Pension Agreement, dated July 1, 2014 ("Pension Agreement").

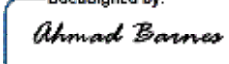
WHEREAS, the parties are in receipt of an interest arbitration award, pursuant to M.G.L. c.161A, from Arbitrator Elizabeth Neumeier, dated August 26, 2022 ("Award"), regarding the terms of the Pension Agreement.

WHEREAS, the parties agree that the following is necessary for the interpretation of the Award and its integration into the Pension Agreement.

THEREFORE, the parties hereto, in consideration of mutual promises and covenants, agree as follows:

1. The parties agree to the following interpretation(s) of the Award:
 - a. With reference to the ruling in the Award to add a new provision labeled Article IV(1)(e), as found on pages 2 and 27 of the Award, the parties agree that the final sentence of the new subparagraph (e) shall be interpreted to mean that the prescribed change is to only be applied prospectively to those Active Members who are both (i) under 60 year of age as of August 26, 2022, and (ii) more than five years of service from retirement eligibility, pursuant to Article IV(1)(c) and (d) of the Pension Agreement, as of August 26, 2022. More particularly, and restated, those Members who are (i) 60 years of age or older as of August 26, 2022, or (ii) who are five years of service or less from retirement eligibility, pursuant to Article IV(1)(c) and (d) of the Pension Agreement, as of August 26, 2022, are not affected by the addition of the new subparagraph (e).
 - b. Disability retirement allowances, pursuant to Article IV(2) of the Pension Agreement, are not affected by the addition of the new Article IV(1)(e), as (2) shall be interpreted as assuming the Member had reached their normal retirement date for the purposes of calculating such allowance.
2. Pursuant to this Memorandum of Interpretation, the parties agree to waive all rights to seek injunctive relief over any part of the Award.
3. Nothing within this agreement shall constitute a waiver of any other legal right of the parties as a result of the Award, except for matters specifically addressed in this Memorandum.


James Evers, President/Business Agent
Local 589, ATU

DocuSigned by:

Ahmad Barnes, Sr. Dir. of Labor Relations
MBTA