

STATE OF INDIANA)	MONROE CIRCUIT COURT
) SS:	
COUNTY OF MONROE)	CAUSE NO. 53C06-2201-PL-000018
THE BLOOMINGTON METROPOLITAN)	
INTERNATIONAL ASSOCIATION)	
OF FIREFIGHTERS, LOCAL 586, and)	
AFSCME LOCAL 2487,)	
)	
<i>Plaintiffs,</i>)	
)	
v.)	
)	
CITY OF BLOOMINGTON,)	
)	
<i>Defendant.</i>)	

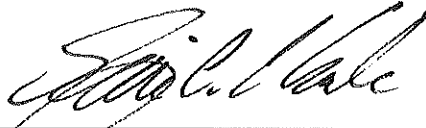
MEDIATED SETTLEMENT AGREEMENT

As a result of the mediation held on June 28, 2022, the Plaintiffs, Bloomington Metropolitan International Association of Firefighters, Local 586 and AFSCME Local 2487 (hereafter "Unions") and the Defendant, City of Bloomington (hereafter "City") agree to settle any and all claims, whether known or unknown, arising out of the above-captioned matter as follows:

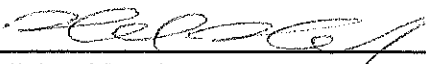
- (1) The Unions agree to file an unopposed motion to dismiss without prejudice to the Court. Said motion shall be filed within fifteen (15) days of the execution of this Agreement.
- (2) The City agrees to reimburse any AFSCME Local 2487 or IAFF Local 586 employee for pay lost as a consequence of discipline for violating the City's COVID-19 vaccination and testing protocol between January 4, 2022, and April 4, 2022.
- (3) The City agrees to expunge from employees' disciplinary records any disciplinary actions taken between January 4, 2022, and April 4, 2022, for violations of the City's COVID-19 vaccination and testing protocols.
- (4) The City and the Unions agree that future changes to health insurance policies, subsidies, incentives, and premiums are permissible issues for discussion at labor management meetings. In the event the necessity arises for the City to reimplement its suspended COVID-19 vaccination and testing protocol, the City agrees to meet with AFSCME Local 2487 and to meet with IAFF Local 586 prior the reimplementation.

- (5) The Parties agree to split mediation costs as follows: Defendant City of Bloomington shall pay \$200 per hour toward mediation costs and the Plaintiffs shall cover any remaining balance.
- (6) The undersigned represent and warrant that they are duly authorized and have the legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
- (7) This Agreement sets forth the entire agreement between the Parties, and supersedes any and all prior agreements or understanding between the Parties pertaining to the subject matter hereof.

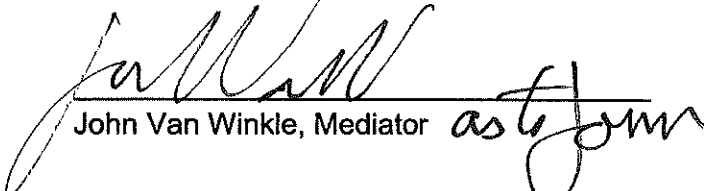
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed this 28th day of June, 2022, intending to be bound thereby.



Eric Koch, Attorney for Plaintiffs



Michael Rouker, Attorney for Defendant



John Van Winkle, Mediator *astjohn*