

**LETTER OF UNDERSTANDING**  
between the  
**ANAHEIM MUNICIPAL EMPLOYEES ASSOCIATION**  
and the  
**CITY OF ANAHEIM**

The Anaheim Municipal Employees Association (AMEA) and the City of Anaheim (ANAHEIM) have met and conferred and agreed to certain provisions intended to mitigate the impact of the City's intent to restructure various Library services. The Parties hereby agree to the following special mitigation provisions:

1. ANAHEIM will offer the Accelerated Separation Program (ASP) as provided for in the Letter of Understanding entered into by the Parties on January 29, 2010, including provisions for contributions to post retirement medical benefits through the end of the 2012 calendar year, to classes of employees deemed eligible by the City Manager. The City Manager shall retain the sole discretion to approve or deny any application and to close the program at any time. Any decision by the City Manager to deny an application, or to close the application period with or without notification, shall not be subject to review through the grievance procedure.
2. ANAHEIM agrees to pay the COBRA costs associated with health benefit continuation for those qualified employees laid off from their position with ANAHEIM, including those qualified employees who convert from full-time status to part-time status. Such payments shall be made by ANAHEIM through the end of the current calendar year (2011). Effective January 1, 2012, COBRA costs associated with health benefit continuation shall be the responsibility of the individual COBRA participant.
3. ANAHEIM and AMEA agree that an employee who terminates his or her employment from the Anaheim Public Library in good standing between the effective date of this Letter of Understanding and December 31, 2011 and who is reinstated within one hundred eighty (180) days of his or her separation date shall be considered to have continuous service for the purpose of all employee benefits with the exception of FICA Medicare participation, shall not serve a new probationary period, and shall be credited with the amount of any sick leave forfeited at the time of separation from service. All other provisions of Article 31 – REINSTATEMENT of the Memorandum of Understanding dated January 8, 2010 through July 7, 2011 between the parties, extended at the option of the AMEA, shall remain in full force effect.
4. ANAHEIM and AMEA agree that regular full-time employees laid off in good standing from their position with the Anaheim Public Library shall be placed on a re-employment list, and that such list shall remain in effect for a period of two (2) years or until depleted, whichever occurs first.

The Parties agree that this Agreement is the result of extraordinary circumstances accruing from the decision by ANAHEIM to restructure specific functions pertaining to Library services,

and that this Agreement is intended solely to mitigate the impact of this decision on affected employees. The Parties further agree that this Agreement shall not bind ANAHEIM or serve as precedent in the event such a decision to restructure or otherwise modify any other services or functions currently provided by ANAHEIM.

Agreement to the foregoing by AMEA does not constitute a waiver and shall not in any way preclude AMEA from pursuing additional mitigation measures including, without limitation, the mitigation measures proposed in AMEA's letter to ANAHEIM dated October 12, 2011.

**STAFF OFFICIALS of the CITY OF ANAHEIM,  
a Municipal Corporation**

By:  \_\_\_\_\_

By:  \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: 10/18/2011

**ANAHEIM MUNICIPAL EMPLOYEES  
ASSOCIATION, General & Clerical Employees**

By:  \_\_\_\_\_

By:  \_\_\_\_\_

By:  \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: 10/18/2011