

AMENDMENT 1 TO JULY 2007 LAYOFFS AGREEMENT  
BETWEEN  
NAPA CITY EMPLOYEES ASSOCIATION  
AND  
CITY OF NAPA

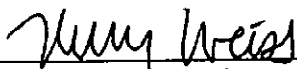
**AMENDMENT TO AGREEMENT REGARDING JULY 2007 LAYOFFS**

1. This Agreement amends and describes the current understanding of the status of the bargaining member Greg Kleist subject to layoff pursuant to Rule 9 of the Civil Service Commission's Rules.
  - a. On July 9, 2007, Greg Kleist was given a conditional offer for the position of Park Maintenance Worker I subject to a physical examination.
  - b. Occumed, the City's, Occupational Medical Evaluator issued a "recommendation of delay for qualifications". The Personnel Office reported this to Kleist on July 24, 2007. Kleist was cleared with conditions to begin work on August 2, 2007.
  
2. Upon signing the conditional qualification notice, Kleist will be able to begin work as a Park Maintenance Worker I under the conditions as set forth in a separate agreement (Sideletter No. 8 To Agreement No. 6711c Between Napa City Employees Association and the City of Napa executed on June 26, 2007) in which the parties agreed to modify the MOU in terms of the requirements for the Park Maintenance Worker classification.
  - a. For purposes of City seniority and employment status, the time between Kleist's layoff on July 31 and his August 6 start date as a Park Maintenance Worker I will be considered a temporary layoff.
    - i. The parties agree to waive the timelines for notification of temporary layoff in this case.
  - b. Kleist's temporary layoff will not be considered a break in service for seniority or other purposes. However, he will not earn vacation or other leave time during his temporary layoff.
  - c. Kleist's leave balances will remain at the same level in effect as of the date of temporary layoff (July 31, 2007) and will be reinstated at the same rate at the start of his new position.
  - d. Kleist's medical and dental coverage will continue without break during the period of his temporary layoff. Further, the parties agree that the premium payments will not change during this period (i.e., Kleist will not be required to COBRA and the City and Kleist will continue to pay the same share of medical and dental premiums.
  
3. The parties specifically acknowledge and agree that this settlement is a compromise of a unique situation which shall not operate as, nor be considered as evidence of a practice or past practice of the City or of a precedent in the future, nor shall it operate explicitly or implicitly to alter or modify any part of the MOU

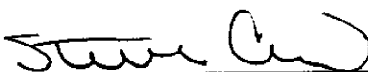
between the City and NCEA. This Agreement shall be entered into evidence in a judicial proceeding only for the purpose of proving that a settlement was reached.

4. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements between the parties, written or oral, pertaining to the subject matter of this Agreement. It is hereby understood and agreed that, other than those that are expressly contained herein, no party has made any promises, representations, understandings or warranties. The terms of this Agreement are contractual and not a mere recital.

Dated: August 3, 2007

By:   
Nancy Weiss, Assistant City Manager,  
City of Napa

Dated: August 3, 2007

By:   
Steve Crego, President Napa City Employees Association