

AGREEMENT

BETWEEN

NAPA CITY EMPLOYEES ASSOCIATION

AND

CITY OF NAPA

AGREEMENT REGARDING JULY 2007 LAYOFFS

1. This Agreement concerns the layoffs of NCEA bargaining unit members scheduled for July 2007. Four positions filled by members of the NCEA bargaining unit have been slated for elimination as of August 1, 2007.
2. The City intends to issue Notices of Layoff on Thursday, June 28, 2007. Layoffs would be effective 11:59 p.m. on July 31. The first day of layoff would be August 1, 2007.
3. The following describes the parties' understanding of the status of the four bargaining unit members subject to layoff pursuant to Rule 9 of the Civil Service Commission's Rules.
 - a. Ophelia Hernandez:
 - o Current Position: Housing Services Technician
 - o No bumping rights
 - o Has interviewed for Office Assistant and Police Records Assistant positions (either of which would constitute a transfer to a lower-paid position)
 - o Hernandez has not completed a probationary period in either classification and would be required to serve a probationary period in either classification
 - o The Police Department is currently in the process of completing a required background investigation for the position of Police Records Assistant
 - o If Hernandez accepts an Office Assistant position pending the completion of her background investigation, she will be allowed to transfer to the Police Records Assistant position (if offered) during her probationary period
 - o If Hernandez (1) submits her background paperwork on or before July 13, 2007 and (2) indicates in writing by July 6, 2007 that she desires to accept the Police Records Assistant position pending successful completion of the background investigation, she will be placed on temporary layoff status until the Department hires someone for that position (at which point, she will either be hired or permanently laid off)
 - i. The parties agree to waive the timelines for notification of temporary layoff in this case
 - o There is no commitment from any Department to offer Hernandez a job.
 - b. Greg Kleist
 - o Current Position: Telephony Technician (single position classification)
 - o No bumping rights
 - o Has interviewed for Park Maintenance Worker position (which would constitute a transfer to a lower-paid position)
 - o Kleist has not completed a probationary period in this classification and would be required to serve a probationary period in this classification
 - o The parties have agreed to modify the MOU in terms of the requirements for the Park Maintenance Worker classification
 - o The position of Park Maintenance Worker requires a physical examination

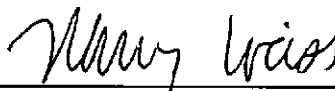
Agreement Between NCEA and the City of Napa

Re: July 2007 Layoffs

- o There is a commitment from the Department to offer Kleist a job if he passes his physical exam.
- c. Nora Morazon
- o Current Position: Office Assistant II
 - o Could bump to a less senior Office Assistant
 - o Has interviewed for Office Assistant II at the Materials Diversion and Recycling Facility (Public Works Department)
 - o This position would not be a change in classification or a change in pay (Morazon would be able to maintain her bilingual pay as well)
 - o Morazon has completed a probationary period in Office Assistant II classification and would not be required to serve a second probationary period in that classification
 - o The Department has committed to offer Morazon a job.
- d. Shelly Engleman
- o Current Position: Fire Education Specialist
 - o Could bump to her previously held classification of Secretary
 - o Has interviewed for Secretary in the Community Resources Department
 - o Engleman has completed a probationary period in the Secretary classification and would not be required to serve a second probationary period in that classification
 - o The Department has tentatively committed to offer Engleman a job.
4. All of these individuals will be placed on a re-employment list pursuant to Civil Service Commission Rule 5(b)(1) regardless of whether they accept a voluntary transfer in lieu of layoff.
5. 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: July 2, 2007

By:



Nancy Weiss, Assistant City Manager
City of Napa

Dated: July 2, 2007

By:



Steve Crego, President
Napa City Employees Association