RESOLUTION R2022-109

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAPA, STATE OF CALIFORNIA, APPROVING REVISIONS TO COMPENSATION AND BENEFITS FOR CITY UNREPRESENTED MANAGEMENT STAFF, CONSISTENT WITH THAT IMPLEMENTED FOR THE ADMINISTRATIVE, MANAGERIAL, AND PROFESSIONAL EMPLOYEES (AMP) PER THEIR MEMORANDUM OF UNDERSTANDING FOR THE TERM JANUARY 1, 2023 THROUGH DECEMBER 31, 2024

WHEREAS, on November 20, 2012, the City Council adopted Resolution R2012-142 tying the compensation and benefits for Unrepresented Management Staff to the Administrative, Managerial, and Professional (AMP) employees Memorandum of Understanding for the term July 1, 2012 through December 31, 2013; and

WHEREAS, on April 1, 2014, the City Council adopted Resolution R 2014-35 tying the compensation and benefits for Unrepresented Management Staff to the Administrative, Managerial, and Professional (AMP) employees Memorandum of Understanding for the term January 1, 2014 through December 31, 2015; and

WHEREAS, on January 16, 2016, the City Council adopted Resolution R 2016-1 tying the compensation and benefits for Unrepresented Management Staff to the Administrative, Managerial, and Professional (AMP) employees Memorandum of Understanding for the term January 1, 2016 through December 31, 2017; and

WHEREAS, on December 19, 2017, the City Council adopted Resolution R 2017-176 tying the compensation and benefits for Unrepresented Management Staff to the Administrative, Managerial, and Professional (AMP) employees Memorandum of Understanding for the term January 1, 2018 through December 31, 2019; and

WHEREAS, on January 21, 2020, the City Council adopted Resolution R 2020-008 tying the compensation and benefits for Unrepresented Management Staff to the Administrative, Managerial, and Professional (AMP) employees Memorandum of Understanding for the term January 1, 2020 through December 31, 2022; and

WHEREAS, on December 7, 2022 the City and AMP reached a Tentative Agreement on a Successor Memorandum of Understanding for the term of January 1, 2023 through December 31, 2023; and

WHEREAS, on December 15, 2022, the AMP membership ratified the Tentative Agreement; and
WHEREAS, on December 20, 2023, the City Council adopted the AMP Tentative Agreement for a Successor Memorandum of Understanding for the term January 1, 2023 through December 31, 2024, and authorized the City Manager to finalize a successor Memorandum of Understanding ("MOU") to implement the terms of the Tentative Agreement; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City staff, and any information provided during public meetings.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Napa, as follows:

1. The City Council hereby finds that the facts set forth in the recitals to this resolution are true and correct, and establish the factual basis for the City Council's adoption of this resolution.

2. The compensation and benefits previously provided to the City Unrepresented Management Staff, pursuant to Resolution R 2020-008 is hereby repealed and replaced with the compensation and benefits set forth herein.

3. The City Council hereby approves a one-time lump sum payment for City Unrepresented Management Staff in the amount of $3500 to be paid on the paycheck issued January 27, 2023; and

4. "City Unrepresented Management Staff" (as used in this Resolution), shall include each of the following positions: Assistant City Attorney, Legal Analyst, Deputy City Manager, Risk Manager, Community Relations and Media Manager, and Management Analyst I/II under the City Manager's Office.

5. Members of the City Unrepresented Management Staff shall receive compensation and benefits pursuant to the terms of the AMP MOU as modified by the Tentative Agreement referenced in the recitals to this resolution, for the term of January 1, 2023 through December 31, 2024, with the specific exception of the grievance procedure. The Tentative Agreement is attached hereto as Exhibit "A", and incorporated herein by reference.

6. The City will apply salary equity adjustments effective the pay period beginning December 24, 2022, for each employee in the following classifications and in the following amounts: 0.2% to the Assistant City Attorney classification, and 4.07% to the Community Relations and Media Manager classification. These adjustments are consistent with section 3.4 of the AMP MOU.

7. This Resolution shall take effect immediately upon its adoption.
I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Napa at a public meeting of said City Council held on the 20th day of December 2022, by the following vote:

AYES: Alessio, Narvaez, Painter, Luros, Sedgley

NOES: None

ABSENT: None

ABSTAIN: None

ATTEST: 
Tiffany Carranza
City Clerk

Approved as to form:

Michael W. Barrett
City Attorney
EXHIBIT A TO RESOLUTION

City Total Tentative Agreement Package Proposal
For AMP MOU Negotiations
December 7, 2022

The parties agree that a total tentative agreement for a successor Memorandum of Understanding (MOU) has been reached on the below items. This total tentative agreement is contingent upon ratification by the bargaining unit and approval by the City Council. All items in the current MOU not identified in this total tentative agreement shall remain the same.

There shall be no retroactivity for any proposed enhancement in this total tentative agreement. The effective date of any proposed enhancement in this total tentative agreement shall be the date identified in the tentative agreement, or the date the City Council approves the enhancement in a successor MOU, whichever is later. Accordingly, to the extent this total tentative agreement identifies a date that is prior to the Council’s approval of a successor MOU, those dates shall be revised to the effective date of the successor MOU.

Section 2. Term
The term of this MOU shall be January 1, 2023 – December 31, 2024.

Section 3. Compensation
3.1 The City hereby approves the salary increase for each position identified in Exhibit “A” in the percentage amounts of 3.5% (effective with the pay period that begins January 25, December 24, 2022), and 3.0% (effective the pay period that begins on December 26, 2022) and 3.0% (effective the pay period that begins on December 25, 2021). After these salary increases are implemented on their respective effective date (January 25, 2023, December 26, 2023 and December 25, 2021), the top of the salary range for each position is as identified in Exhibit “A,” attached hereto and incorporated herein by reference.

3.23.1 Members will receive a one-time lump sum payment of $263,500.00, to be issued on their paycheck dated January 3, 2023.

3.33.2 Survey Cities. It is the desire of the City to have a competitive compensation plan to maintain salaries and benefits at a level that attracts and retains quality employees. The Parties agree that surveys of the salaries and benefits of employees performing comparable work for comparable agencies provide information useful in ensuring that the City continues to meet this goal.

Historically, the survey universe included the following cities: Brentwood, Concord, Fairfield, Hayward, Livermore, Pleasanton, NewarkMartinez, Napa County, Petaluma, Pleasanton, Richmond, Santa Rosa, Vacaville, and Vallejo, and in the event both Livermore and Pleasanton did not have
EXHIBIT A TO RESOLUTION

the classification to be surveyed, the jurisdiction that had the comparable classification was the one surveyed. The listed survey cities may also be used for preparing recommendations on setting salaries for AMP reclassifications or the creation of new AMP classifications. Benchmark classifications and internal relationships are noted in Exhibit B. The historical benchmarks (Exhibit B) and any surveys performed by the Parties will be informational only.

3.43.3 Employment transactions which effect a Member’s pay or retirement contributions (such as merit increases, promotions, transfers, reclassifications, starting and ending specialty pays, and acting assignments) shall be effective the beginning of the pay period in which the transaction occurs.

3.4 Compensation Survey. The parties agree that surveys of wages and benefits of employees performing comparable work for comparable agencies provide information useful in evaluating whether salaries and benefits are at a level that attracts and retains quality employees. The City agrees to conduct an external compensation study, which includes retiree medical, using benchmark classifications. The parties will meet on or before March 1, 2022 to determine benchmark classifications to be surveyed along with the process and methodology for gathering data for the survey classifications. A report will be issued no later than September 1, 2022. The survey results will be informational only. The City conducted a survey in 2022, and based upon the results of that survey, recommends salary equity adjustments, as identified in Exhibit B, and are effective the pay period beginning December 24, 2022. These adjustments align the benchmark classification to within 5% of the market median, after the 5.0% salary increase in section 3.1 is applied. Additionally, the classifications tied to that benchmark are adjusted accordingly.

3.5 The parties agree that, within twelve (12) months of City Council adoption of the MOU, the parties will meet to confer over the issue of benchmark Compensation Survey with the goal of addressing any inaccuracies or deficiencies in the 2019 survey. Any changes to compensation will be by mutual agreement only.

Section 4. Health and Welfare
4.1 During the term of this MOU, the City will continue to offer the Kaiser HMO, Deductible HMO and High Deductible Health Plan and Western Health Advantage HMO and High Deductible Health Plan medical plans.

For Members enrolled in a City medical plan, the City will contribute either eighty-five percent (85%)
EXHIBIT A TO RESOLUTION

of the Kaiser HMO monthly premium, or the following amounts, whichever is greater, based on the Member’s enrollment status:

<table>
<thead>
<tr>
<th>Enrollment Status</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Employee only</td>
<td>$675.00</td>
</tr>
<tr>
<td>Employee plus one</td>
<td>$1,350.00</td>
</tr>
<tr>
<td>Family</td>
<td>$1,795.00</td>
</tr>
</tbody>
</table>

For employees participating in an optional health care plan that includes a Health Savings Account (HSA), any premium savings between the above described City contribution and the premium for the selected HSA compliant plan will be contributed into the employees’ HSA account. This employer HSA contribution will be based on the member’s enrollment status (i.e. employee only, employee plus one, family).

4.2 The City will contribute the following amounts for dental benefits:

<table>
<thead>
<tr>
<th>Enrollment Status</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee only</td>
<td>$53.00</td>
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<tr>
<td>Employee plus one</td>
<td>$90.00</td>
</tr>
<tr>
<td>Family</td>
<td>$138.00</td>
</tr>
</tbody>
</table>

In the event, the City participates in an optional health care plan that includes a Health Saving Account (HSA), premium savings between the City Kaiser HMO contribution and the optional HSA compliant plan, will be contributed into the employee HSA account.

The City will continue to provide the plan known as "Delta Care" as an alternative dental plan. In the event that there are rate increases during the term of this MOU, Members will contribute through payroll deduction the amount of the premium, if any, which exceeds the City’s contributions.

Section 5. Tuition Reimbursement

Members shall be eligible for tuition reimbursement as provided in Policy Resolution 26. The maximum reimbursement that may be received by a Member in one fiscal year shall be $1,200. Payment will be made in the fiscal year that the course is completed.

Section 7. Safety Shoe Allowance

The City will provide an annual allowance of one hundred ninety dollars two hundred and ten dollars ($190210) for purchase of safety footwear to members identified by the City’s Safety Program Manager. The allowance will be provided annually in March through a voucher system. Newly hired Members will receive a pro-rated amount based on hire date (for example, an employee hired on
EXHIBIT A TO RESOLUTION

September 1 would receive 50% of the allowance ($95).

Section 11. Vacation
Vacation shall be accrued as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrual Hours/Year</th>
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</thead>
<tbody>
<tr>
<td>0-4</td>
<td>120.00</td>
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<tr>
<td>5-9</td>
<td>138.74</td>
</tr>
<tr>
<td>10-12</td>
<td>154.28</td>
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<tr>
<td>13-16</td>
<td>172.43</td>
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<tr>
<td>17-19</td>
<td>189.57</td>
</tr>
<tr>
<td>20+</td>
<td>206.74</td>
</tr>
</tbody>
</table>

Accrual hours will be proportionally applied for work schedules other than forty (40) hours a week.

Effective April 2, 2022, City may utilize the Recruitment and Hiring Incentives Program for vacation accrual credit, at the sole discretion of the City, as implemented by the City Manager, as a hiring incentive when needed to attract candidates for hard to fill positions. This incentive will be offered in accordance with the approved Program, at the time of hire. Qualifying candidates’ previous years of experience as defined in the approved Program will be incorporated into the chart in section 11 for vacation accrual as if those years were in service with the City of Napa.

11.1 Vacation Accrual Cap

a. The maximum annual carry-over of accrued vacation will be two hundred eighty (280) three hundred and twenty (320) hours (as of the last day of the pay period containing December 31 of each year).

i. Bargaining unit employees may accrue more than two hundred eighty (280) three hundred and twenty (320) hours of vacation during the calendar year, but vacation hours in excess of 280-320 ("excess hours") are not vested and may not be carried over into subsequent years.

ii. During the month of December, bargaining unit members will have the opportunity to donate any excess hours to the City’s catastrophic leave bank.
iii. Except as provided in 11.1(b), below, all bargaining unit members with excess hours as of the last day of the pay period containing December 31 will have their accruals adjusted to 280-320 hours.

b. The City Manager may approve an additional forty (40) hours of carryover accrued vacation hours for special purposes.

Section 13. Bereavement Leave
In the event of a death in the immediate family of a Member, the Member shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three-five (35) regularly scheduled work days per occurrence. Such bereavement leave shall not be deducted from any accrued leaves including vacation, management leave, and/or sick leave. The member may use five (5) days of sick leave in addition to bereavement leave, consistent with the time limitations for sick leave in the event of the death of an immediate family member.

Section 15. Deferred Compensation
15.1 A 457 Deferred Compensation Plan is available to all Members of AMP. The City of Napa will also make available a 401(a) Plan for AMP Members.

15.2 The City shall contribute one hundred dollars ($100.00) per month for each Member to a City-provided 401(a) Plan. Contributions to a 457 Deferred Compensation Plan are made voluntarily by the Member. Effective the first pay period of each January, the City will make a lump sum payment of $144 to the 401(a) deferred compensation account of each AMP bargaining unit member.

15.3 Effective the pay period beginning December 23, 2023, the City shall contribute one hundred and forty-two dollars ($142.00) per month for each Member to a City-provided 401(a) Plan. Contributions to a 457 Deferred Compensation Plan are made voluntarily by the member.

Working hours - Section 16.3
16.1 The City agrees to consider implementing modified work schedules (i.e., 4-10, 9-80) at the request of Member(s) or at the initiative of the City. Requests made by Members shall not be binding upon other Members. Flexible or modified work schedules may be piloted on a trial basis to determine workplace impacts, and then implemented as a regular schedule, upon approval of the Department Director. Modified work schedules are subject to the approval of the Department Director and the City Manager, with the needs of the City, service to the public and the needs of the Member(s) being considered. Modified work schedules are described and administered in accordance...
EXHIBIT A TO RESOLUTION

with City Administrative Regulation 3.06.001-Alternate Workweek Program.

16.4 The parties agree to meet and discuss in good faith potential changes to allow AMP members to receive Overtime pay during a declared emergency. The parties agree that if no resolution to these discussions is reached by March 31, 2023, the all obligations under this section shall cease, unless extended by mutual agreement prior to this date.

Section 20. Holidays
20.1 The recognized holidays for all Members shall be:

- Martin Luther King’s Birthday
- Presidents Day
- Veterans Day
- Indigenous Peoples Day (previously Columbus Day)
- Labor Day
- New Year’s Day
- Memorial Day
- Independence Day

and observed with the following provisions:

1. When a holiday falls on Sunday, the following Monday shall be observed.

2. When a holiday falls on Saturday, the preceding Friday shall be observed.

3. When a Member’s regular day off falls on the regular day granted as a holiday, another day between the holiday and the end of the year shall be granted on an individual basis. Department Directors shall have the authority to schedule such “floating” days according to the needs of the service and the wishes of the Member in that order.

4. The Member Birthday Holiday two floating holidays may be taken at a time mutually agreeable between the Member and the Member’s Department Director at any time during the calendar year, consistent with the provisions for a floating holiday noted below in Section 20.1(5).
EXHIBIT A TO RESOLUTION

(5) In lieu of the Admission Day Holiday, Members will be entitled to a Floating Holiday, scheduled by mutual agreement between the Member and the Department Director. The Floating Holiday must be used as a day off with pay, and Members will not be granted a day's pay in lieu of time off. Floating Holidays may not be carried over into a succeeding calendar year.

(6) A holiday is defined as eight hours. Members on an alternative work schedule whose regular scheduled working hours on the date of a holiday exceed eight hours; will take eligible paid leave for the remainder of their shift.

NEW SECTION Commercial License Pay
California Class A or B Driver’s License. An employee who possesses a valid Class A or Class B driver’s license and who is in a classification which is periodically assigned to drive vehicles requiring a Class A or Class B license, but which does not require a Class A or B license as part of its minimum qualifications, will be paid a premium of $18.27 per pay period ($475/year) for the possession and use of the license. Members shall be enrolled in the City’s DOT Drug and Alcohol Testing Program to be eligible to drive commercial vehicles requiring a California Class A license or Class B license.

NEW SECTION Service Recognition Program
Effective the first full pay period in February 2023 following Council adoption of the MOU, every bargaining unit member that has reached one of the below service milestones will be given a one-time lump sum payment in recognition of their service. Then each year thereafter, in the first full pay period following December 31st, the City will credit bargaining unit members who have reached a milestone identified below in that year with a one-time lump sum payment in recognition of service milestones with the City of Napa, as follows:

- $600 for employees who have completed 10 years of service in the twelve months prior,
- $1,200 for employees who have completed 15 years of service in the twelve months prior,
- $1,800 for employees who have completed 20 years of service in the twelve months prior, and
- $2,400 for employees who have completed 25 years of service in the twelve months prior.

Liz Habkir, Assistant City Manager,
City of Napa

Heather Ruiz, Human Resources Director, City of Napa

Gus Uloth, President
Administrative Managerial and Professional Employees

Stephanie Gaul, Vice President
Administrative Managerial and Professional Employees
Job Classifications
ACCOUNTANT I
ACCOUNTANT II
ACCOUNTING SUPERVISOR
ADMIN SERVICES MANAGER
ADMINISTRATIVE ASSISTANT
AFFORDABLE HOUSING REP
ASSET MANAGEMENT SYSTEMS COORD
ASSISTANT CITY ATTORNEY
ASSISTANT ENGINEER
ASSISTANT HOUSING MANAGER
ASSOCIATE CIVIL ENGINEER
ASSOCIATE PLANNER
BUDGET ANALYST I
BUDGET ANALYST II
BUDGET OFFICER
CHIEF BUILDING OFFICIAL
COMMUNICATIONS MANAGER
COMMUNITY RELATIONS/MEDIA MGR
CONSTRUCTION MANAGER
CONSTRUCTION MANAGER - PE
CONTROL SYSTEMS ADMINISTRATOR
CONTROL SYSTEMS ANALYST
DEPUTY CHIEF BUILDING OFFICIAL
DEPUTY CITY ATTORNEY
DEPUTY CITY CLERK
DEPUTY CITY MANAGER
DEPUTY FINANCE DIRECTOR
DEPUTY PUB WKS DIRECTOR - ENG
DEPUTY UTILITIES DIRECTOR
DEVELOPMENT PROJECT COORDINATOR
ECO DEVELOPMENT MGR
FIRE MARSHAL
GIS COORDINATOR
HOUSING MANAGER
HOUSING REHAB PROGRAM SUPV
HUMAN RESOURCES MANAGER
INFORMATION TECHNOLOGY MANAGER
JUNIOR ENGINEER
LEGAL ANALYST
MAINTENANCE SUPERINTENDENT
MANAGEMENT ANALYST I
MANAGEMENT ANALYST II
Exhibit A
AMP Job Classifications

MATERIALS DIVERSION ANALYST
MATERIALS DIVERSN ADMINISTRATOR
PARKING PROGRAMS MANAGER
PARKS URBAN FORESTRY MANAGER
PLANNING MANAGER
POLICE RECORDS BUREAU ADMIN
PROPERTY MANAGER
PUBLIC WORKS OPERATIONS MGR
PURCHASING SERVICES MANAGER
RECORDS ANALYST
RECREATION MANAGER
RECREATION SUPERVISOR
RENTAL ASSIST PROGRAM SUPV
RISK MANAGER
SENIOR ACCOUNTANT
SENIOR BUDGET ANALYST
SENIOR CIVIL ENGINEER
SENIOR DEVELOPMENT PROJ COORD
SENIOR PLANNER
SYSTEMS ADMINISTRATOR
SYSTEMS ANALYST
TRANSPORTATION PLANNER I
TRANSPORTATION PLANNER II
WATER CONTROL SYSTEM SUPERINTENDENT
WATER CONTROL SYSTEMS ANALYST
WATER DISTRIBUTION MANAGER
WATER DISTRIBUTION SUPERINTENDENT
WATER PLANT MAINT SUPERINTENDENT
WATER QUALITY LAB SUPERVISOR
WATER QUALITY MANAGER
WATER RESOURCES ANALYST
WATER TREATMENT MANAGER
### Exhibit B
AMC Salary Equity Adjustments
December 2022

<table>
<thead>
<tr>
<th>Job Title</th>
<th>% Increase</th>
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<tbody>
<tr>
<td>DEPUTY FINANCE DIRECTOR</td>
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<td>DEPUTY UTILITIES DIRECTOR</td>
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<tr>
<td>WATER RESOURCES ANALYST</td>
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<tr>
<td>ECON DEVELOPMENT MGR</td>
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<tr>
<td>SENIOR DEVELOPMENT PROJ COORD</td>
<td>6.07%</td>
</tr>
<tr>
<td>DEVELOPMENT PROJECT COORDINATOR</td>
<td>6.10%</td>
</tr>
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</table>
## Exhibit B
### AMP Salary Equity Adjustments
#### December 2022

<table>
<thead>
<tr>
<th>Position</th>
<th>Adjustment Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRE MARSHAL</td>
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<tr>
<td>INFORMATION TECHNOLOGY MANAGER</td>
<td>1.23%</td>
</tr>
<tr>
<td>MANAGEMENT ANALYST II</td>
<td>1.37%</td>
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<tr>
<td>MANAGEMENT ANALYST I</td>
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<tr>
<td>MATERIALS DIVERSION ANALYST</td>
<td>1.37%</td>
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<tr>
<td>HUMAN RESOURCES MANAGER</td>
<td>19.49%</td>
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<td>TRANSPORTATION PLANNER II</td>
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<tr>
<td>TRANSPORTATION PLANNER I</td>
<td>3.05%</td>
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