



1 DECLARATION UNDER PENALTY OF PERJURY OF ERICKA REINKE

2 1. I make this declaration of facts and if called upon, would and could competently
3 testify thereto.

4 2. I am and at all relevant times herein have been an employee of the City of
5 Burbank. I work as an Administrative Analyst in the Management Services Department
6 and in that capacity provide various support functions related to the Department's
7 responsibilities.

8 3. In or around February of, 2011, I was requested by the Director of the
9 Department, Ms. Judie Wilke, to assist with the preparation of a report to the City
10 Council regarding the City's merit pay programs, their genesis and administration. I was
11 also requested to survey other cities in Southern California to determine whether they
12 have performance-based merit pay programs and if so, the general type, to which
13 employees it applied, etc.

14 4. I reviewed information on the official websites of the cities of Anaheim, Beverly
15 Hills, Costa Mesa, Culver City, Garden Grove, Glendale, Huntington Beach, Inglewood,
16 Long Beach, Pasadena, Riverside, Santa Ana, Santa Monica, Riverside and Torrance
17 to gather information about their merit plans. Typically I found the information in their
18 collective bargaining agreements, however, where there were ambiguities or I was
19 unclear, I telephoned and/or emailed the appropriate personnel of the cities for
20 clarification.

21 I summarized the information in a document entitled "Merit Pay Survey" which
22 was then attached to the memorandum from Ms. Wilke to City Manager Mike Flad, and
23 presented by Ms. Wilke to the City Council as part of a budget Study Session on March
24 3, 2011. A true and correct copy of the Merit Pay Survey that I conducted is attached to
25 Exhibit B.

26 I declare under penalty of perjury that the foregoing is true and correct and that this
27 declaration was executed on April 15, 2011 at Burbank, California.

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Ericka Reinke

1 DECLARATION OF TERI KACZMAREK

2 1. I make this declaration of facts within my knowledge and if called upon, would
3 and could competently testify thereto.

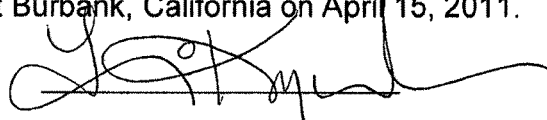
4 2. I am and for the past 22 years have been an employee of the City of Burbank.
5 My current position with the City is Manager, Customer Service Operations at Burbank
6 Water and Power. In addition, I am the President of the Burbank Management
7 Association (BMA), a recognized collective bargaining unit within the City of Burbank.
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9 3. Since about 1992, the BMA and the City of Burbank have agreed that BMA
10 employees shall be eligible to receive merit pay according to the terms of their
11 Memorandum of Understanding (MOU) and City's Administrative Procedure. In order to
12 be eligible for merit pay, BMA employees must meet with their supervisor and together
13 establish goals and objectives for the upcoming work year. They then discuss their
14 accomplishments in light of their established goals and objectives. The supervisor may
15 then recommend merit pay up to 5% to the Department executive and justify his or her
16 recommendation. Although all BMA represented employees are eligible for merit pay,
17 there is no guarantee that it will be given.
18

19 4. At all times since I have worked for the City of Burbank, it has been my
20 understanding and expectation that all employees' personnel files are confidential and
21 private and are kept so by the City. It is also my understanding that whether an
22 employee is awarded merit pay and the amount of any such award is also private and
23 confidential and known only to the employee and manager and the Human Resources
24 Division who administers the program. As President of the BMA, I do not have access to
25 any employee's performance evaluation or merit pay determination, except where the
26 employee voluntarily provides that information to me.
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1 5. I have been informed that the Burbank Leader newspaper has requested that the
2 City provide them with the name of all individuals who have received merit pay and the
3 amount received by each individual for the past three or more years. I have discussed
4 the newspaper's request with approximately 144 members of the BMA. They are
5 opposed to the disclosure of the merit pay information sought.
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7 I declare under Penalty of Perjury that the foregoing is true and correct and that this
8 declaration was executed at Burbank, California on April 15, 2011.



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10 Teri Kaczmarek
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1 DECLARATION UNDER PENALTY OF PERJURY OF KENET ROBERTSON

2 1. I make this declaration of facts within my knowledge and if called upon, would
3 and could competently testify thereto.

4 2. I am and for the past 23 years have been an employee of the City of Burbank.
5 My current position with the City is Battalion Chief with the Burbank Fire Department. In
6 addition, I am the Lead Representative of the Burbank Fire Fighters Chief Officers Unit
7 (BFF-COU), a recognized collective bargaining unit within the City of Burbank.

9 3. According to the terms of the Memorandum of Understanding (MOU) agreed to
10 by the BFF-COU and the City of Burbank in or around 1992, the BFF-COU employees
11 shall be eligible to receive merit pay according to the terms of the Memorandum of
12 Understanding (MOU) and City's Administrative Procedure. In order to be eligible for
13 merit pay, BFF-COU employees must meet with their supervisor and together establish
14 goals and objectives for the upcoming work year. They then discuss their
15 accomplishments in light of their established goals and objectives. The supervisor may
16 then recommend merit pay up to 5% to the Department executive and justify his or her
17 recommendation. Although all BFF-COU represented employees are eligible for merit
18 pay, there is no guarantee that it will be given.

20 4. At all times since I have worked for the City of Burbank, it has been my
21 understanding and expectation that all employees' personnel files are confidential and
22 private and are kept so by the City. It is also my understanding that whether an
23 employee is awarded merit pay and the amount of any such award is also private and
24 confidential and known only to the employee and manager and the Human Resources
25 Division who administers the program. As Lead Representative of the BFF-COU, I do
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1 not have access to any employee's performance evaluation or merit pay determination,
2 except where the employee voluntarily provides that information to me.

3 5. I have been informed that the Burbank Leader newspaper has requested that the
4 City provide them with the name of all individuals who have received merit pay and the
5 amount received by each individual for the past three or more years. I have discussed
6 the newspaper's request with the five members of the BFF-COU. They all oppose
7 disclosure of the merit pay information sought.

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9 I declare under Penalty of Perjury that the foregoing is true and correct and that this
10 declaration was executed at Burbank, California on April 15, 2011.

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12 KENET ROBERTSON
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1 DECLARATION UNDER PENALTY OF PERJURY OF MIKE CASTRO

2 1. I make this declaration of facts within my knowledge and if called upon, would
3 and could competently testify thereto.

4 2. I am and for the past 33 years have been an employee of the City of Burbank. I
5 am the President of the Burbank City Employees Association (BCEA), a recognized
6 collective bargaining unit within the City of Burbank.

7 3. The Memorandum of Understanding (MOU) agreed to by the BCEA and the City
8 of Burbank provides for BCEA employees to receive merit pay according to the terms of
9 the MOU and City's Administrative Procedure. Prior to 1999, merit pay was the tenth
10 "step" of the salary schedule and required only an "Above satisfactory" rating in an
11 employee's performance evaluation to receive it. The BCEA and the City agreed in
12 negotiations for the 1999-2002 MOU to remove the merit tenth "step" and instead
13 institute a merit pay plan that would require an employee to receive an "Exceptional"
14 rating, the highest possible. In addition, a "spot" award program was agreed to for
15 employees who demonstrated exceptional service beyond their normal job duties ,
16 special projects, etc.. The budget for the merit pay pool is comprised of the equivalent of
17 2.5% of the salary of all eligible employees. An employee can receive a spot or merit
18 pay award of up to a total of 5% of their salary in a 12 month period.

19 4. At all times since I have worked for the City of Burbank, it has been my
20 understanding and expectation that all employees' personnel files are confidential and
21 private and are kept so by the City. It is also my understanding that whether an
22 employee is awarded merit pay and the amount of any such award is also private and
23 confidential and known only to the employee and manager and the Human Resources
24 Division who administers the program. As President of the BCEA, I do not have access
25 to any employee's performance evaluation or merit pay determination, except where the
26 employee voluntarily provides that information to me.

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I declare under Penalty of Perjury that the foregoing is true and correct and that this declaration was executed at Burbank, California on April 15, 2011.



Mike Castro