



Eddie Baza Calvo
Governor
Ray Tenorio
Lieutenant Governor

GOVERNMENT OF GUÁHAN
(GUBETNAMENTON GUÁHAN)

DEPARTMENT OF ADMINISTRATION
(DIPATTAMENTON ATMENESTRASION)

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HRD NO.: OG-14-0207

14 FEB 2014

MEMORANDUM

To: Director, Department of Administration
From: Manager, Human Resources Division
Subject: Government of Guam Competitive Wage Act of 2014 -
Department of Administration Policies and Procedures

Buenas yan Hafa Adai! Attached herewith are the compensation policies and procedures for implementation purposes and guidance of the Government of Guam Competitive Wage Act of 2014 for your approval.

These policies and procedures provide detailed information on how the appropriate personnel offices are to carry out the pay plans under the Act and affect individual employees.

Should you have any questions, please call on me. *Dangkolo na agradestimiento!*


SHANE G. L. NGATA

/T approval
/ / disapproval



Benita A. Manglona, Director
Department of Administration

Date: 2/14/14

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DIRECTOR'S OFFICE



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GOVERNMENT OF GUAM COMPETITIVE WAGE ACT OF 2014

DEPARTMENT OF ADMINISTRATION

POLICIES AND PROCEDURES

The following policies and procedures are established to regulate the implementation and administration of the *Government of Guam Competitive Wage Act of 2014*, effective Fiscal Year 2014, pursuant to Public Law 32-068, Chapter XI, Miscellaneous Appropriations, Section 2.

These policies and procedures shall supersede all existing pay policies, rules, regulations and procedures that are inconsistent with these guidelines and may be amended as deemed appropriate by the Director of Administration.

The compensation program for Government of Guam employees in the Executive Branch is designed to support the mission of the Government of Guam. The foundation of the compensation program is to attract and retain quality employees with competitive total compensation based on relevant labor markets. The program and its component plans will be based upon principles of fairness and equity, and will be administered with sound fiscal discipline. The compensation program will reinforce a productive work climate, a culture of accountability and create the desire in employees to want to progress in their careers with the government.

These policies and procedures shall be utilized to implement the following pay plans:

1. General Pay Plan (GPP)
2. Nurse Pay Plan (NPP)
3. Educator Pay Plan (EDU)
4. Attorney Pay Plan (ATTY)
5. Executive Pay Plan (EXEC)

Note: "Rate of Pay" positions include the Governor, Lieutenant Governor,

Judges, Senators, Attorney General, Public Auditor, Mayors and Vice Mayors.
"Rate of Pay" position means that it shall not have a Grade or Salary Range.

Note: REFER TO THE DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM COMPETITIVE WAGE ACT OF 2014 PLAN FOR SPECIFIC DETAILS, AND POSITIONS COVERED. .

Transition to the New Pay Plans and Rates of Pay

I. Coverage:

- A. The *Government of Guam Competitive Wage Act of 2014* shall apply to all positions, officers and employees, classified and unclassified (where specified), inclusive of the Executive Branch, autonomous and semi-autonomous agencies, public corporations, and other public instrumentalities where applicable, of the Government of Guam.
- B. The salaries of the Governor, Lieutenant Governor, Senators, the Public Auditor and the Attorney General of Guam shall be reviewed and recommended by the Director of Administration.
- C. The salaries of the Mayors and Vice Mayors shall be determined by the Director of Administration.

II. Incumbent Positions:

No employee whose position is to be transitioned into the new pay plans and rates of pay shall receive a base salary reduction or deprived of benefits.

Incumbent employees under the General Pay Plan will be fully transitioned into the plan upon availability of funding. All other incumbents will receive full implementation in their respective pay plans.

From the time of implementation and until full implementation is granted, incumbents on the General Pay Plan for slotting purposes will receive salary increases calculated by the difference of their salary before transition (Unified Pay Plan) and their slotted salary (General Pay Plan) divided by two which is then added to their current salary before transition.

A. Classified Employees:

- 1. **Transition:** The initial slotting of incumbents into the new pay plans or rates of pay shall be without loss in base pay. Incumbents whose salaries are below minimum shall be slotted at minimum. All incumbents regardless of Pay Plan whose salaries are below

minimum shall be slotted at minimum. All Incumbents regardless of Pay Plan whose salaries exceed the maximum of their respective pay grades shall receive adjustments of 3.1% added to the salary of Step 18 until the salary closest to but not less than the employee's current salary is reached. Incumbents under the NPP, EDU, and ATTY Pay Plans shall be slotted a the step in the grade assignment closest to and not less than their current rate of pay. Incumbents under the GPP shall be slotted according to the implementation step procedure under Section II, A.2. These transition procedures apply to positions which were evaluated and found to fall in the following categories:

- a. Status Quo Positions: No change in pay grade.
- b. Upgrade Positions: Upward change in pay grade.

Note: Upon implementation, the same or new pay grades shall be utilized when slotting as described above.

- c. Right-sized (Downgrade) Positions: Downward change in pay grade.

Note: Upon implementation, incumbents shall maintain their current pay grades. All new hires shall utilize the new pay grades to include those re-employed.

- d. Market Premium Positions: Those positions which the market demands a higher pay than others with similar job content (i.e. Pharmacists, Pay Grade N).
- e. Certification/Specialty Pay Positions:

Certification Pay Differential (currently Title 4 GCA, Ch. 6, §6229.6) - Upon implementation, incumbents receiving certification pay based on this subsection shall not be slotted with their certification pay.

Recruitment & Retention Policies: (i.e. Allied Health positions) - Upon implementation, incumbents receiving recruitment and retention pay shall be slotted with their specialty pay, thereafter recruitment and retention policies in place shall be reassessed.

- f. Attorneys:

Upon implementation incumbent Attorneys I through IV shall

be slotted at their current attorney levels within the new pay structure. A reclassification review shall be conducted to properly classify incumbent attorneys.

2. **Implementation Step:** A one-step adjustment after initial slotting shall be granted in the appropriate category as identified below for those incumbents on the General Pay Plan (GPP) only, if salary increase after initial slotting is less than 3.8%:

a. **At Minimum:** Incumbents receiving less than a 3.8% pay adjustment upon initial slotting at minimum, shall move to next higher step (No adjustment for incumbents who receive equal or more than a 3.8% increase upon initial slotting).

Employee "A-1" is an Automotive Mechanic I, currently at Step 6 of Pay Grade H, \$25,967. The initial slotting consideration shall therefore be at Step 1 of Pay Grade H, \$26,520 on the GPP. Employee "A-1" received a 2.13% increase and is entitled to an implementation step to Step 2, of Pay Grade H, at \$27,525 on the GPP.

b. **Between Step 2 and Step 17:** All incumbents shall move to the next higher step after initial slotting if increase is less than 3.8%.

c. **At Step 18:** All incumbents shall move to the next higher salary multiplied by 3.1% of Step 18, if their increase is less than 3.8%.

Employee "A-2" is an Automotive Mechanic Supervisor, currently beyond Step 20 of pay grade L on the Unified Pay Plan, at \$64,392 (This salary is derived by adding 3.5% to Step 20 and thereafter of pay grade L of the Unified Pay Plan consistent with the policy on increments to be granted upon satisfactory performance every 24 months). The initial slotting consideration shall be to Step 18 of pay grade L at \$65,389 on the GPP. Employee "A-2" received a 1.55% increase and is entitled to an implementation salary of \$67,416 which is derived as follows:

- >Initial slotting at L-18 \$65,389.
- >Calculation of the next higher salary from L-18
 $\$65,389 \times 3.1\%$ is \$67,416
- >Final Slotting shall be to \$67,416.

- d. Incumbents whose current salary on the Unified Pay Plan is above Step 18 on the GPP shall be slotted to the next higher salary multiplied by 3.1% of Step 18 until the salary closest to but not less than the employee's salary before implementation is reached. Incumbents shall receive the next highest salary if the increase upon initial slotting is less than 3.8%. See example below:

Employee "A-3" is an Automotive Mechanic I, currently at the salary of \$46,859 of the Unified Pay Plan (This salary is derived by adding 3.5% to Step 20 and thereafter of pay grade L of the Unified Pay Plan). The initial slotting consideration shall be beyond Step 18 of the GPP closest to but not less than the employees' current salary calculated as follows:

>Initial Slotting Calculation:
H-18 \$46,742 x 3.1%=\$48,191

Employee "A-3" received a 2.84% increase based upon initial slotting and is entitled to an implementation salary of \$49,685 which is derived as follows:

>\$48,191 x 3.1% = \$49,685

Final Slotting shall be to the salary above.

3. **Market Premium Position:**

Incumbent employees occupying positions considered as "Market Premium" will be initially transitioned into their respective pay grades under the new pay plans at the salary closest to but not less than. Should an employee's salary prior to transition exceed Step 18 of their respective pay grades, adjustments of 3.1% shall be added to the salary of Step 18 until the salary closest to but not less than the employee's salary is reached.

A list of Market Premium positions will be issued identifying those positions, which the market demands a higher pay than others with similar job content (i.e., Pharmacists, Therapists, etc.). Any further pay adjustments will be determined upon issuance of this list. Any amendments to the list will be made upon determination by the Director of Administration as required.

Note: The guidelines above are applicable only to those positions which fall under the GPP. Positions which fall under the EDU, ATTY, NPP, and EXEC pay plans shall not receive an implementation step upon initial slotting for implementation purposes. These exemptions are done on the basis that the individualized pay plans for those positions are closer to actual market pay than the GPP.

4. **Salary Increment Conversion (A):** Upon implementation of the new pay plans, incumbents whose salary increment anniversary dates were effective between 01/26/13 and 01/25/14 shall be converted to the associated waiting period of the pay grade and step upon implementation with credit granted for time served prior to implementation.

Employee "A-1" is an Employment Development Worker II, currently at Step 11 of Pay Grade I, \$33,206. Initial slotting shall therefore be at Pay Grade I, Step 6 \$34,439 on the GPP. Employee "A-1" received a 3.7% increase and is entitled to an implementation step on the GPP to Step 7, \$35,744. Prior to implementation his salary increment was received on 03/01/13 to Step 11 based on a 24-month waiting period and would have received the next increment on 03/01/15. Credit shall be granted from 03/01/13 to 01/25/14 and as a result of the conversion, the next salary increment to Pay Grade I Step 8 on the GPP shall be due on 09/01/14.

Salary Increment Conversion (B): Upon implementation into the new pay plans, incumbents whose salary increment anniversary dates are due on 01/26/14 or after shall maintain their previous salary increment anniversary dates upon transition into the new pay grade and step, and shall receive their increments as scheduled based on a satisfactory or higher rating, and then the new waiting period shall commence thereafter.

Employee "A-2" is Planner III, currently at Step 13 of Pay Grade M, \$47,695. Slotting shall therefore be at Pay Grade M, Step 6 \$49,093 on the GPP. Employee "A-2" received a 2.9% increase and is entitled to an implementation step on the General Pay Plan to Pay Grade M, Step 7 \$50,953. Prior to implementation his salary increment was received on 12/23/12 to Step 13 based on a 24-month waiting period. The next salary increment to Pay Grade M Step 8 on the GPP shall be due on 12/23/14, thereafter an 18-month waiting period shall commence.

B. Unclassified Employees:

1. **Department/Agency Heads**

Incumbents shall be slotted at the step in the grade assignment at least closest to and not less than the current rate of pay at the discretion of the Governor. Any further pay adjustments after implementation shall be at the discretion of the Governor.

2. **Contract Hires**

Existing, renewal, amended, or new contracts executed on or before the implementation of the new pay plans or rates of pay, shall not be impacted by the requirements of the *Government of Guam Competitive Wage Act of 2014* unless mutually agreed upon

3. **Limited Term/Temporary/Part-time Employment**

- a. Incumbents shall be slotted at the step in the grade assignment closest to and not less than their current rate of pay.
- b. Incumbents currently earning below the minimum of the range shall be slotted at Step 1 upon implementation.

4. **All Other Unclassified Employees and Elected Officials**

- a. The slotting of incumbents into the new pay plans shall be closest to and not less than their current rate of pay.
- b. Elected officials shall receive the new rates identified under the Rate of Pay Schedule.

III. New Appointments:

New employees hired after implementation under the General Pay Plan will be fully transitioned into the plan upon availability of funding. From the time of hiring and until full implementation is granted, new hires on the General Pay Plan will receive the salary calculated by the difference of the salaries under the Unified Pay Plan and the new salaries on the General Pay Plan divided by two then that result is subtracted from the new salaries under the General Pay Plan.

A. Classified Positions:

The determination of hiring rates shall be as follows:

1. Step 1 of the Pay Grade assigned to a classified position should be the regular rate of initial employment in any department or agency.
2. Hiring above Step 1 shall be approved by the appropriate governing authority.

B. Unclassified Positions:

1. **Department/Agency Heads**

The Executive Pay Plan shall be utilized to determine compensation for new appointments and slotting shall be determined by the Governor.

2. **Contractual Appointments**

The Director of Administration or the governing authority shall review new employment contracts and recommend appropriate salary rates consistent with the new pay plans.

3. **Limited Term/Temporary/Part-time Employment**

Step 1 of the Pay Grade assigned to a classified position on a temporary basis should be the regular rate for initial employment in any department or agency. Hiring above Step 1 shall be approved by the appropriate governing authority.

4. **All Other Unclassified Positions and Elected Officials**

a. All other unclassified positions not addressed above may be hired, (or receive a pay adjustment after hire) between the minimum and Step 7 of the assigned pay grade at the discretion of the appointing authority.

b. Step 7 shall be the maximum step for slotting. Further adjustments beyond Step 7 at the discretion of the appointing authority (in reference to pay adjustments), shall require a performance evaluation pursuant to Section IV of these Policies and Procedures for unclassified employees.

- c. Elected officials shall receive the new rates identified under the Rate of Pay Schedule.

IV. Performance Based Pay Adjustments

A. Classified Employees

1. Every classified employee within the GPP, NPP, and EDU plans shall be compensated based on satisfactory or outstanding performance. Employees shall be entitled to a one-step salary increment between Steps 1 through 7 after twelve (12) months, between Steps 7 through 9 after eighteen (18) months, and between Steps 10 through 18 after 24 (twenty-four) months of satisfactory or outstanding performance in the appropriate pay plan. A 3.1% pay adjustment will be added beyond Step 18 based on a satisfactory or outstanding performance.
2. Every classified employee within the ATTY Pay Plan shall be compensated based on satisfactory or outstanding performance. Employees shall be entitled to a one-step salary increment between Steps 1 through 7 after twelve (12) months, between 7 through 9 after eighteen (18) months, and Step 10 and beyond after 24 (twenty-four) months of satisfactory or outstanding performance. A 3.1% pay adjustment will be added beyond Step 10 based on a satisfactory or outstanding performance.

B. Unclassified Employees

1. Pay adjustments beyond Step 7 may be granted at the discretion of the appointing authority and shall require a performance evaluation every 24 months of satisfactory performance

V. Promotion - A promotion is a move from one position to another which is evaluated at a higher MAXIMUM salary rate than the previous position. This also applies when moving between other pay plans that do not have pay grades (i.e. EDU and ATTY plans).

Employees promoted after implementation under the General Pay Plan will receive the fully promoted salary upon availability of funding. From the time of promotion and until the full promoted salary is implemented, promotions on the General Pay Plan will be calculated by the difference of the salary prior to promotion and the target salary (derived from the two-step adjustment) divided by two, added to the salary prior to promotion.

- A. **Promotion:** In a promotion, the incumbent's salary shall be increased by two steps within their current pay range and then slotted closest to but not less than the salary within the target pay range.

Example:

An Accounting Technician I at pay grade H, Step 4 at \$29,650 in the GPP accepts a promotion to an Accounting Technician II at pay grade I. Calculation of the employee's salary plus the two steps shall be to Step 6, of pay grade H at \$31,940. Promotional Slotting shall result at pay grade I, Step 4 at \$31,970.

- B. Promotions beyond Step 18:** In a promotion, the incumbent's salary shall be calculated at (2) two adjustments of 3.1% from the incumbent's salary prior to promotion and then slotted closest to but not less than the salary within the target pay range. If slotting occurs beyond Step 18 of the target pay range, slot to the next higher salary multiplied by 3.1% of Step 18 closest to but not less than.

Example:

An Employment Development Worker II at pay grade I, Step 18, \$50,399 on the GPP is promoted to a Customer Service Supervisor at pay grade J. Calculation of the incumbent's salary shall be derived as follows:

Calculation 1: $\$50,399 \times 3.1\% = \$51,961$

Calculation 2: $\$51,961 \times 3.1\% = \$53,572$

Slot from the calculated salary of \$53,572 into the target pay range of J, closest to but not less than. Final Promotional slotting shall be at Step 18, \$54,771 of pay grade J.

VI. Demotion

Voluntary Demotion is a move from one position to another which has a MAXIMUM salary rate or pay range that is lower than the previous position.

Demotions from Step 1 through Step 18: In a demotion, the incumbent's salary shall be slotted within the target pay range closest to but not more than the incumbent's salary prior to demotion.

Example: A Communicable Disease Control Coordinator III (Supervisor) at pay grade N, Step 4 at \$50,328 accepts a voluntary demotion to a Communicable Disease Control Coordinator II at pay grade M. Slotting shall result at pay grade M, step 6, at \$49,093.

Demotions from above Step 18: If demoting by one pay grade slot closest to but not more than. If demoting by two or more pay grades, slot to maximum salary of the demoted position.

Involuntary Demotion is a move from one position to another, which is evaluated at a lower pay grade than the previous position for cause.

Employees involuntarily demoted after implementation under the General Pay Plan will receive the fully involuntary demoted salary in August 2014. From the time of involuntary demotion and until the full involuntary demoted salary is implemented, involuntary demotions on the General Pay Plan will be calculated by the difference of the salary prior to demotion (based upon the options selected below) and the target salary divided by two, added to the salary prior to the voluntary demotion.

In an involuntary demotion, the incumbent's salary shall be reduced (A) at least (1) one step; or (B) no more than (2) two steps of the current position within their current pay range; and then slotted closest to but not more than the salary within the target pay range; or (C) to the lowest step of the demoted position (at the discretion of the appointing authority).

- A. Example: A Management Analyst III at pay grade M, Step 5 at \$47,301 is involuntarily demoted to a Management Analyst II at pay grade L. Move one step down in the current pay grade M, Step 4 at \$45,574, then slot to pay grade L, Step 6 at \$44,682.
- B. Example: A Management Analyst III at pay grade M, Step 5 at \$47,301 is involuntarily demoted to a Management Analyst II at pay grade L. Move two steps down in the current pay grade M, Step 3 at \$43,901, then slot to pay grade L, Step 5 at \$43,051.
- C. Example: A Management Analyst III at pay grade M, Step 5 at \$47,301 is involuntarily demoted to a Management Analyst II at pay grade L. Slot to Step 1 of pay grade L at \$37,100.

VII. Transfers between Pay Plans not including the Law Enforcement Pay Plan

A. General Pay Plan (GPP) Transfers:

- 1. Lateral Transfers (Same Pay Grade and Title)
- 2. Transfer – Change of Position Title (Same Pay Grade)

B. Different Pay Plan (EDU, NPP, ATTY) Transfers:

- 1. Transfer – Promotion (Refer to Section V)

2. **Transfer – Demotion (Refer to Section VI)**

Note: Pay Grades are not considered when determining movement between different pay plans. The maximum salary of the target position is the driving factor for determination. Please see Promotion and Demotion guidelines.

VIII. Transfers from External Pay Plans

Employees transferred after implementation under the General Pay Plan will be fully transitioned into the plan upon availability of funding. From the time of transfer and until full implementation is granted, transfers on the General Pay Plan will receive the salary calculated by the difference of the salaries of the External Pay Plan and the salaries on the General Pay Plan divided by two added to the External Pay Plan salary, as applicable.

Transfers

1. Same position transfers from External pay plans shall be straight slotted (closest to and not less than) or placed into the assigned grades/levels and ranges of positions within the GPP, EDU, NPP, ATTY pay plans.
2. Position transfers between the Law Enforcement and Public Safety Pay Plan, GPP, NPP, and the EDU with the same pay grades/levels shall be straight slotted.
3. Transfers from External pay plans that result in a promotion shall be straight slotted (closest to and not less than) or placed into the assigned grades/levels and ranges of the positions within the GPP, EDU, NPP, ATTY pay plans. However, for movement from the Law Enforcement and Public Safety Pay Plan, Section V. Promotion shall be followed.
4. Transfers from External pay plans that result in a demotion shall be straight slotted (closest to and not more than) or placed into the assigned grades/levels and ranges of the positions within the GPP, EDU, NPP, ATTY pay plans. However, for movement from the Law Enforcement and Public Safety Pay Plan, Section VI. Voluntary Demotion shall be followed.

Note: Pay Grades are not considered when determining movement between different pay plans (i.e., pay plans from autonomous agencies, public corporations, etc.). Maximum salary of the target position is the driving factor for determination of salary adjustments. External pay plans include the Law Enforcement Pay Plan, pay plans from autonomous agencies, public corporations, etc.

IX. Salary Due to a Medical Condition

A. Compensation Following a Service-Connected Disability (Medical Condition)- It is the desire of the government to provide salary protection to employees injured, through no fault of their own, while performing their assigned duties and responsibilities, and provided that the injury was not the result of their own negligence or intentional act.

1. Employees who are unfit to perform the duties and responsibilities of their original positions due to a medical condition shall retain their present pay range and salary until they receive medical retirement.
2. Employees who request for transfer to another class of position with the same pay grade, due to a medical condition, and the transfer is approved by the Director, shall retain their present pay grade and salary.
3. Employees who are transferred to another class of position at a lower pay grade, due to a medical condition, shall retain their present pay grade and salary.

B. Compensation Following a Non-Service Connected Disability Demotion (Medical Condition)

Employees who are unfit to perform the duties and responsibilities of their position, due to a medical condition, may be voluntarily demoted pursuant to Section VI of this policy.

X. Compensation Adjustment Following Re-Employment

Former classified employees of *Government of Guam* who were in good standing at the time of separation may be hired at not less than the salary they earned at their **last** former position if they apply for the same or comparable job in the same department. This re-employment credit privilege must be exercised within a four (4) year period. The employee may waive this privilege. If an employee separated prior to implementation of the new pay plans, Section II A. 1 of this Policy shall be applied to determine pay.

XI. Compensation Adjustment Following Re-Appointment

Former employees who are re-appointed may be hired at the salary that they held prior to their separation. If an employee separated prior to implementation of the new pay plans, Section II A. 1 of this Policy shall be applied to determine pay.

XII. Compensation Following a Detail Appointment

- A. Employees serving a detail appointment, consistent with Rule 4.506 of the Department of Administration's Personnel Rules and Regulations, in excess of 30 consecutive calendar days in a position having a higher pay grade than his regular position, shall be consistent with Section V of this Policy. Payment of the differential shall be deferred until the employee has served at least 31 consecutive calendar days in a detail. Similar Rules as adopted by other entities shall be affected.

- B. Employees detailed to an unclassified position may be compensated between Step 1 and Step 7, at the discretion of the appointing authority provided that compensation is closest to but not less than the employee's current rate of pay. If an incumbent's salary is above Step 7 of the detailed position, the employee's salary is retained.

XIII. Compensation Following Appointment in an Acting Capacity

An employee who is appointed by a cognizant authority to serve temporarily in an acting capacity as head or deputy head of a department or agency, or to other non-classified appointments, shall be compensated during the period of such services by a payment differential to be added to his base rate of pay, measured by the difference in amount between his current salary and no higher than Step 7 of the salary ranges on the Executive Pay Plan (EPP)(Refer to Section III B. 4) provided that:

- A. For positions which require the advice and consent of the Legislature, no person may serve in such an acting capacity for a total of more than 90 days.
 - 1. Any employee so appointed, shall have the right to return to the position the employee held immediately before the appointment to serve in an acting capacity after the 90 day period is exhausted. The time limitation of this section may not be circumvented by an interruption on the appointment to an acting capacity, or by transfer back to the position the employee held immediately before the

appointment for a period of less than 30 days, or by a temporary transfer to any other position.

2. Pending completion of the confirmation process, the deputy position, if such exists, may assume the position in an acting capacity for the maximum term provided by this provision.
- B. Positions that do not require the advice and consent of the Legislature shall not be less than 30 days and not to exceed one year. Payment differential shall be deferred until the employee has served 30 calendar days in an acting capacity.

XIV. Compensation Following Reclassification/Reallocation of Position

- A. When a position is reallocated to a class of a higher pay grade, the employee shall receive a salary increase consistent with Section V of this policy.
- B. When a position is reallocated to another class of the same pay grade, the salary of the incumbent shall remain unchanged.
- C. When a position is reallocated to a class of a lower pay grade, the implementation shall not be effected until the expiration of the two year waiver, as provided for in Rules 5.004(B) and 5.012(B) of the Department of Administration's Personnel Rules and Regulations. Similar Rules as adopted by other entities shall be affected.

Note: Rule 5.013 D of the Department of Administration's Personnel Rules and Regulations is null and void.

XV. Pay Grade Reassignment

An appointing authority, or employee, may initiate a written request for consideration of an amendment to the pay grade allocation for a class of position with justification to the Director. If the findings of the Director indicate the need to amend the pay grade allocation, he shall submit a written request with justification to the Director of Administration in accordance with the Director's policies and procedures. Changes adopted shall become effective as directed by the Director.

XVI. Pay Adjustment Following Pay Grade Reassignment (Post-implementation)

- A. When a pay grade for any class is reassigned to a higher pay grade, the current salary shall be slotted closest to but not less than the previous salary in the new pay range.
- B. When a pay grade for any class is reassigned to a lower pay grade, the current salary shall be slotted closest to but not more than the previous salary in the new pay range. Incumbents of the position designated for downgrade shall not have their current salaries reduced until the expiration of two years from the date of the reassignment.

XVII. General Provisions Relating to Salary Increment Increases

- A. Salary increment increases shall be granted through the Compensation Policy in Section IV of these Policies and Procedures.
- B. Increment Status Upon Demotion Due to Position Reclassification: The salary increment anniversary date before the reclassification determination shall be used to determine the appropriate salary increment date in the new pay grade. Where there is no change in the waiting period, the salary increment date in the pay grade before the reclassification shall be maintained. Where there is a change to a shorter waiting period (Steps 1 through 7), the salary increment date before the reclassification shall be maintained. Where there is a change to a longer waiting period (Steps 8 through 10, 11 through 18), the new waiting period shall be applied.
- C. Personnel Actions Not Affecting Increment Anniversary Dates:

The following personnel actions shall not change increment anniversary dates:

1. Reassignment of pay grade for a class or classes of positions.
2. Pay adjustments from statutory amendments to the pay plans.
3. Detail appointment.
4. Transfer from one position to another of the same or related class of position while retaining the same salary rate upon transfer.
5. Involuntary demotion for other than adverse or disciplinary action.
6. Reclassification to a class of the same pay grade or lower while the employee retains the same salary rate.

7. Salary increment freeze.
8. Voluntary demotions within the same class provided that the work performed prior to demotion is satisfactory.
9. Merit-step increases pursuant to Subsection (e) of §15906, Article 9, Chapter 15, Title 17 Guam Code Annotated.
10. Other situations as may be determined by the Director of Administration.

D. Creditable Service Upon Re-Employment:

Permanent classified employees who separate from the *Government of Guam* in good standing shall be credited for time served in the position held prior to separation when exercising their re-employment rights.

XVIII. Other Pay Policies

Pedro "Doc" Sanchez Scholarship Program (Subsection (e) of §15906, Article 9, Chapter 15, Title 17, Guam 17 Code Annotated)

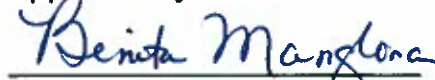
An employee shall be granted a one step pay adjustment upon meeting the requirements of Subsection (e) of §15906, Article 9, Chapter 15, Title 17, Guam 17 Code Annotated

Note: Salary increases affecting the General Pay Plan in any of the preceding sections will be fully implemented upon availability of funding.

XIX. Miscellaneous

Separate pay policies specific to each Pay Plan will be issued.

Approved by:



Benita A. Manglona, Director
Department of Administration

Date: 2/14/14