

**I MINA'TRENTA NA LIHESLATURAN GUAHAN**  
**2010 (SECOND) Regular Session**

469-30  
Bill No.      (COR)

Introduced by:

Committee on Rules, Natural  
Resources, Federal, Foreign,  
and Micronesian Affairs

By request of *I Maga'laha*  
*Guahan* in accordance with the  
Organic Act of *Guahan*

**AN ACT TO REPEAL, RE-ENACT AND AMEND PROVISIONS OF  
GUAHAN LAW TO IMPLEMENT A COMPENSATION POLICY  
CONSISTENT WITH THE GOVERNMENT-WIDE POSITION,  
CLASSIFICATION, COMPENSATION AND BENEFITS STUDY  
PLAN, RELATIVE TO *I GUBETNAMENTON GUAHAN*  
COMPETITIVE WAGE ACT OF 2011**

2010 OCT - 1 PM 4: 38

**BE IT ENACTED BY THE PEOPLE OF GUAHAN:**

1           **Section 1. Legislative History and Statement of Intent.** The Unified  
2 Pay Schedule pursuant to Public Law 21-59 has not been updated since its  
3 implementation in 1991. There have been piecemeal legislation and pay policies  
4 that created separate pay schedules for certain classes of positions such as nurses,  
5 pharmacists, teachers, and agency pay plans for *Guahan* Power Authority and  
6 *Guahan* Waterworks Authority, and the Port Authority of *Guahan*. By virtue of  
7 these piecemeal actions, pay disparities among government positions have  
8 occurred.

9           *I Gubetnamenton Guahan*, pursuant to Public Law 29-52 undertook a  
10 government-wide position classification, compensation and benefits study to

1 update our severely outdated pay plan.

2 In compliance with Public Law 29-52 the Department of Administration  
3 contracted the Hay Group Inc., to conduct a review of *I Gubetnamenton Guahan*  
4 positions and provide recommendations to update the current Unified Pay Plan  
5 based on U.S. national averages to address internal inequities and to try and restore  
6 external competitiveness.

7 Policy Advisory and Steering Committees were established to formulate a  
8 compensation philosophy, which provides the guiding principles and framework to  
9 serve as the foundation for the salary administration of *I Gubetnamenton Guahan*  
10 positions. A Job Evaluation Committee comprised of a cross section of  
11 government employees from different occupational groups were trained and tasked  
12 to conduct job evaluations of over 200 benchmark positions. Over 700 positions  
13 were reviewed potentially impacting over 9,000 *I Gubetnamenton Guahan*  
14 employees.

15 As a result of the study, it was found that on average the current Unified Pay  
16 Schedule is lagging by 59% from the U.S. market. In addition, it was determined  
17 that the current inequitable compensation environment was rooted in statutes that  
18 have allowed agencies to implement their own pay plans and was not consistent  
19 with the intent of the current compensation policy.

20 Therefore, it is the intent of *I Liheslaturån Guahan* to adopt an updated

1 compensation philosophy for *I Gubetnamenton Guahan* employees to reemphasize  
2 fiscal control, financial stability, administrative efficiency, and equity among the  
3 various position classifications, inclusive of all autonomous agencies, public  
4 instrumentalities, and the Judicial Branch.

5 In order to implement the Plan, *I Liheslaturån Guahan* finds that additional  
6 funding through supplemental appropriation is necessary for the full  
7 implementation of the Plan adopted by *I Maga'låhen Guahan* pursuant to *I*  
8 *Gubetnamenton Guahan* Competitive Wage Act of 2011. Therefore, \$5.5 Million  
9 is appropriated for the full implementation of the outcomes of the comprehensive  
10 Government-wide Position, Classification, Compensation and Benefits Study Plan  
11 conducted by Hay Group, Inc. The appropriation shall be used for the full  
12 implementation of the Government-wide Position, Classification, Compensation  
13 and Benefits Study Plan to include any and all unclassified positions and Executive  
14 positions consistent with the recommendations of Hay Group Inc.

15 **Section 2.** Article 1 of Chapter 6 of Title 4 of the *Guahan* Code Annotated  
16 is hereby *repealed and reenacted* to read as follows:

17 **“ARTICLE 1**

18 **GENERAL PROVISIONS**

19 **§ 6101. Title**

20 **§ 6102. Purpose**

1           **§ 6103       Scope**

2           **§ 6101. Title.**

3           This Chapter may be cited or referred to as *I Gubetnamenton Guahan*  
4 *Competitive Wage Act of 2011.*

5           **§ 6102. Purpose.**

6           The purpose of this Chapter is to provide a system of position classification  
7 and compensation for the Executive and Judicial Branches of *I Gubetnamenton*  
8 *Guahan*. The only exception is for academic personnel of the *Guahan* Community  
9 College and the University of *Guahan* which as institutions of higher education,  
10 must adhere to accreditation standards established by the appropriate accrediting  
11 bodies. The term *academic personnel* refers to the definitions provided in 17  
12 GCA § 31106 and § 16112, governing academic personnel of *Guahan*  
13 Community College and the University of *Guahan*.

14           **§ 6103. Scope.**

15           Unless otherwise specified, this Chapter shall apply to all positions, officers,  
16 and employees, classified and unclassified, as the case may be, inclusive of the  
17 Executive and Judicial Branches, autonomous and semi-autonomous agencies,  
18 public corporations, and other public instrumentalities of *I Gubetnamenton*  
19 *Guahan*. The provisions of this Chapter do not apply to academic personnel of the



- 1    § 6208.     **Firemen: Compensation; Annual and Sick Leave.**
- 2    § 6209.     **Customs and Quarantine Agency Officer: Compensation.**
- 3    § 6210.     **Interest on Late Overtime Payments.**
- 4    § 6211.     **Cause for Action for Overtime.**
- 5    § 6212.     **Employees: Compensation During Typhoons: Exceptions.**
- 6    § 6213.     **Police Officers/Police Officer Trainees – GPD FTE Positions.**
- 7    § 6214.     **Reimbursement of Cadet Training Costs.**
- 8    § 6215.     **Definition.**
- 9    § 6216.     **Recognition of *Guahan* Nurses Association Commission on**  
10               **Nursing Leadership.**
- 11   § 6217.     **Certification Pay Differential.**
- 12   § 6218.     **Work Compensation.**
- 13   § 6219.     **Flex-Time.**
- 14   § 6220.     **Job Sharing.**
- 15   § 6221.     **Job Incentives.**
- 16   § 6222.     **Classified Full-Time Nursing Positions.**
- 17   § 6223.     **Graduate Nurse Classification.**
- 18   § 6224.     **Developmental Promotions (“KPP”) Designation.**
- 19   § 6225.     **Recruitment Process.**
- 20   § 6226.     **Department of Revenue and Taxation Examiner: Compensation.**
- 21   § 6227.     **Firefighters – EMT-A Duty.**
- 22   § 6228.     **Correction Officers – Hazardous Pay.**
- 23   § 6229.     **Police Officers – Hazardous Pay.**
- 24   § 6230.     **Re-Employed Employees.**
- 25   § 6231.     **Prohibition Against Salary Increases for Unclassified Employees**  
26               **Following the Defeat of an Incumbent in an Election.**
- 27   § 6232.     **Prohibition Against Salary Increases for Unclassified Employees**

1                   **Employed by Incumbents *Not* Seeking Re-election.**

2

3                   **§ 6201. Compensation Policies and Procedures.**

4           (a)   Notwithstanding any other provisions of law, compensation policies  
5 and procedures for the Executive Branch shall be developed and administered by  
6 the Department of Administration and by the Judicial Council for the Judicial  
7 Branch as deemed appropriate.

8           (b)   The Director of Administration and the Judicial Council shall  
9 establish and amend when deemed appropriate the *I Gubetnamenton Guahan*  
10 *Compensation Policy* for implementing the provisions of this Article for their  
11 respective jurisdictions.

12           (c)   *I Gubetnamenton Guahan* Compensation Policy shall include rates  
13 and ranges of pay and criteria governing the hiring, promotion, performance  
14 evaluation, demotion, suspension, and other actions which impact compensation.

15           (d)   Employee organizations granted exclusive recognition for purposes of  
16 consultation and negotiations with government management officials are restricted  
17 from negotiating terms and conditions concerning compensation.

18           (e)   Offices and positions whose salaries are specifically set by statute  
19 may be converted to the appropriate plan if the salaries provided under the new  
20 policy is greater; provided, however, that no employee whose position is to be

1 converted to the new policy shall receive a salary reduction or be deprived of  
2 benefits. The Director of Administration shall determine the appropriate  
3 conversion methodology.

4 **§ 6202. Positions in Governor’s Office.**

5 *I Maga’låhen Guahan* is authorized to establish such positions as may be  
6 necessary for the operation of the Office of the Governor including off-island  
7 offices and Government House; provided, however, that no person shall be  
8 appointed to fill such a position in the absence of an appropriation to pay the  
9 salary set for such position. *I Maga’låhen Guahan* shall set the salaries for  
10 positions for which salaries are not set by law.

11 **§ 6202.1. Positions in Lieutenant Governor’s Office.**

12 *I Segundu Maga’låhen Guahan* is authorized to establish such positions as  
13 may be necessary for the operation of the Office of the Lieutenant Governor, the  
14 *Guahan* State Clearinghouse, and other offices that are established and placed  
15 under the purview or direction of *I Segundu Maga’låhen Guahan*; provided,  
16 however, that *no* person shall be appointed to fill such a position in the absence of  
17 an appropriation to pay the salary set for that position. *I Segundu Maga’låhen*  
18 *Guahan* shall set the salaries for positions for which salaries are not set by law.

19 **§ 6203. Professionals of Public Health and Social Services.**

20 (a) Within the Department of Public Health and Social Services the



1 following classified positions are created and given annual compensation as  
2 pursuant to *I Gubetnamenton Guahan* Compensation Policy pursuant to § 6201:

- 3 Position:
- 4 Physician Specialist (Board Certified)
- 5 Physician Specialist (Board Eligible)
- 6 General Practitioner
- 7 Chief Public Health Dental Officer
- 8 Dental Officer I
- 9 Dental Officer II

10 **§ 6204. Compensation for Elected Officials.**

11 (a) The salaries of the Governor and Lieutenant Governor shall be  
12 reviewed and recommended by the Director of Administration pursuant to § 6201.

13 (b) The salaries of Mayors, Vice Mayors, the Public Auditor and the  
14 Attorney General of *Guahan* shall be determined by the Director of Administration  
15 pursuant to § 6201.

16 **§ 6205. Hourly Rates of Pay.**

17 In the event it is desirable to establish hourly rates of pay for temporary,  
18 seasonal, intermittent, project or part-time employment in any class of position in  
19 the classified service, the Director of Administration shall determine such hourly  
20 rates by dividing by 2080 the annual pay rates in the range of pay established for

1 the class by or under this Chapter.

2 **§ 6206. Night Differential.**

3 All employees of *I Gubetnamenton Guahan*, except the department or  
4 agency heads and the Deputy Directors, shall be entitled to night differential pay,  
5 calculated at the regular rate of pay plus ten percent (10%), for all periods worked  
6 between the hours of 6:00 p.m. and 6:00 a.m.

7 **§ 6207. Conditions.**

8 (a) The rates and ranges of pay contained in the Compensation Policy  
9 established by the Director of Administration pursuant to § 6201 of this Title shall  
10 be considered to be gross compensation for full-time service and the value of  
11 maintenance in the form of meals, lodging and the like shall be deducted from the  
12 established rates of pay. The Director of Administration shall determine the values  
13 to be placed upon such maintenance, taking into consideration the costs of the  
14 maintenance provided and the convenience of the government served thereby.  
15 Maintenance shall not be considered to include the costs of travel incurred in  
16 connection with official duties.

17 (b) Any classified employee of *I Gubetnamenton Guahan*, who  
18 terminates such employment for the sole purpose of entering active duty in the  
19 Armed Forces of the United States, shall be entitled to limited military leave for  
20 such periods and under such conditions as may be from time to time determined by

1 the Director of Administration and upon termination under honorable conditions of  
2 such active duty, be entitled to reinstatement in his previous position or its  
3 equivalent, in the step within his former pay range, to which such employee would  
4 have been entitled but for his military service, provided that such employee, makes  
5 application for such reinstatement within ninety (90) days after discharge, and  
6 provided further that at the time of such application he shall be on military leave  
7 status with *I Gubetnamenton Guahan*.

8 **§ 6207.1. Prohibition on Retroactive Pay Raise.**

9 Whenever a classified or unclassified employee of *I Gubetnamenton*  
10 *Guahan*, including all departments, agencies and instrumentalities, whether or not  
11 autonomous, receives an increase in pay resulting from step increase, pay range  
12 increase, promotion or any other cause, such increase in pay shall not be  
13 retroactive from the date of its authorization, unless so specified by law. Any  
14 person who authorizes a pay raise which is retroactive in violation of this Section  
15 shall be guilty of a misdemeanor.

16 **§ 6208. Firemen: Compensation; Annual and Sick Leave.**

17 (a) Notwithstanding any other law, rule or regulation, firefighters within  
18 the *Guahan* Fire Department, *except* the Fire Chief, shall be compensated at the  
19 regular hourly rate of pay at one hundred six (106) hours, and shall be  
20 compensated at one and one-half (1½) times the regular hourly rate for hours

1 worked in *excess* of one hundred six (106) hours per pay period. Firefighters who  
2 are working administrative duty shall work eighty (80) hours per pay period at  
3 their regular rate of pay in the same manner as other *I Gubetnamenton Guahan*  
4 employees and one and one-half (1½) times their regular hourly rate only in the  
5 event that they work in *excess* of one hundred six (106) hours in a pay period.

6 (b) All hours of work performed by firefighters during a legal holiday  
7 shall be compensated at double the regular hourly rate, irrespective of work shifts,  
8 provided, however, that work performed on such a holiday in excess of nine (9)  
9 hours shall be compensated at the regular hourly rate.

10 (c) Firefighters shall be charged no more than nine (9) hours annual leave  
11 or sick leave for any given day on which such leave is taken.

12 (d) All other laws, rules, regulations applicable to firefighters not  
13 consistent with this Section shall remain in full force and effect.

14 **§ 6209. Customs and Quarantine Agency Officers: Compensation.**

15 Any Officer who has performed carrier off-duty services pursuant to this Act  
16 shall be compensated at the rate of three (3.0) times the officer's hourly wage rate  
17 for the first hour of service provided, and one and a half times (½) the officer's  
18 hourly wage rate after the first hour of said service; provided, that the officer shall  
19 perform no less than fifteen (15) minutes of service for the second hour, or each  
20 hour thereafter, before receiving credit and compensation for the full hour.

1           **§ 6210. Interest on Late Overtime Payments.**

2           Any overtime not paid an employee within fifteen (15) working days after a  
3 request for payment is submitted shall earn interest at the rate of ten percent (10%)  
4 per annum from the date due until the date paid the employee at the same time he  
5 receives his payment for overtime.

6           **§ 6211. Cause of Action for Overtime.**

7           It is the intent of *I Liheslaturån Guahan* that all overtime which has been  
8 approved be promptly paid. Therefore, any employee who is entitled to overtime  
9 may bring action in the Superior Court against *I Gubetnamenton Guahan* for  
10 payment of all back pay due as a result of overtime, in addition to all other  
11 remedies allowed at law or equity. In any such case, the Court may order pendente  
12 lite and permanently that the appropriate officer of officers of the Government pay  
13 such sums to the employee as may become due in the future on such terms as the  
14 Court deems just.

15           In any such case, ten (10) or more employees similarly situated may initiate  
16 and bring a class action on behalf of all employees similarly situated. In such case,  
17 the Court shall set reasonable attorney's fees upon conclusion of the case in an  
18 amount not to exceed ten percent (10%) of the recovery, to be paid by *I*  
19 *Gubetnamenton Guahan* if the employees prevail.

20           **§ 6212. Employees: Compensation During Typhoons: Exceptions.**

1 Employees, who work during typhoon emergency periods, defined as  
2 Condition of Readiness (COR) I and II or its equivalent, as declared by *I*  
3 *Maga'låhen Guahan*, shall be compensated in the following manner:

4 (a) Employees occupying permanent positions in the classified service or  
5 the unclassified service except for agency heads and their first assistants, by  
6 whatever title called, whose regularly scheduled hours of work fall within such an  
7 emergency period, but whose presence is not required at work, shall be granted  
8 administrative leave. Employees not occupying permanent positions are not  
9 eligible for administrative leave.

10 (b) Employees not occupying permanent positions in the classified  
11 service, who were required to report to and did work during such an emergency  
12 period shall be entitled to overtime pay for all such hours worked.

13 (c) Employees occupying permanent positions in the classified service or  
14 the unclassified service except for agency heads and their first assistants, by  
15 whatever title called, whose regularly scheduled hours of work fall within such an  
16 emergency period and who are required to report for and be on duty during such  
17 emergency period shall be entitled to overtime pay for all such hours worked  
18 including overtime, in addition to full compensation for any administrative leave  
19 taken.

20 (d) Employees occupying permanent positions in the classified service or

1 the unclassified service except for agency heads and their first assistants, by  
2 whatever title called, whose regularly scheduled hours of work do not fall within  
3 such an emergency period, but who are required to report for and be on duty shall  
4 be entitled to overtime pay for all such hours worked including overtime, but not  
5 for administrative leave.

6 (e) In the event that a typhoon emergency period includes a legal holiday,  
7 then such employees required to report for and be on duty shall be entitled to  
8 overtime pay for all such hours worked including overtime, in addition to full  
9 compensation for holiday leave.

10 **§ 6213. Police Officers/Police Officer Trainees – GPD FTE Positions.**

11 Notwithstanding any other provision of law, only police officers or police  
12 officer trainees may fill police officer FTE positions in the *Guahan* Police  
13 Department.

14 **§ 6214. Reimbursement of Cadet Training Costs.**

15 Any cadet who successfully completes on-the-job training, and who is hired  
16 by the agency into an entry level position, may be reimbursed the cost of  
17 administrative and instructional fees paid to the *Guahan* Community College for  
18 completion of the academic portion of his or her training, provided the individual  
19 has not otherwise received a grant or other reimbursement of costs for the fees  
20 paid, and further provided that the individual remains employed with the initial

1 hiring agency for two (2) years from date of initial hire.

2 **§ 6215. Definition.**

3 As used in this Act the following words and phrases are defined to mean:

4 (a) Board means the *Guahan* Boards under the Healing Arts.

5 (b) Class Specification means official document which describes the  
6 general characteristics of a class, including the title; nature of work; summary  
7 statement of examples of typical duties performed; a statement of minimum  
8 qualifications; and the minimum knowledge, abilities and skills needed to perform  
9 the work which provides the criteria for placing each position in its proper class.

10 (c) HealthCare professional(s) means any employee in the government  
11 agencies who is essential to the delivery of patient/client care services, and as  
12 defined in § 10101 of Title 10 of the *Guahan* Code Annotated, and § 5 of Public  
13 Law 22-87.

14 (d) Known-Promotion-Potential (KPP) means an upward career mobility  
15 in a series of positions within an organization without competition, and where at an  
16 earlier date an employee was selected under a competitive examination.

17 (e) Nurse(s) means any person who is licensed by the *Guahan* Board of  
18 Nurse Examiners to practice as a licensed practical nurse, registered professional  
19 nurse, or as an advanced practice registered professional nurse on *Guahan*.



1           **(f) § 6216. Recognition of the *Guahan* Nurses Association**

2           **Commission on Nursing Leadership.**

3           The *Guahan* Nurses Association Commission on Nursing Leadership shall  
4 be recognized by *I Maga'låhen Guahan* and *I Liheslaturån Guahan* as the  
5 collective voice and advocate for nursing and the professional experts to address  
6 nursing shortage, health and nursing issues, recruitment and retention strategies,  
7 common problems in health and areas of concern.

8           **§ 6217. Certification Pay Differential.**

9           The Director of Administration shall implement a certification pay  
10 differential for all nursing and other healthcare professional positions in *I*  
11 *Gubetnamenton Guahan*. Nurses and other healthcare professionals who have a  
12 national or *Guahan* Board certification, and are practicing in their area of  
13 certification, shall be entitled to a minimum certification pay differential,  
14 calculated at the rate of their regular wage plus fifteen percent (15%) to rectify an  
15 inequity in certification pay.

16           **§ 6218. Work Compensation.**

17           The following work compensation shall apply to all nursing and other  
18 healthcare professionals essential to the delivery of patient care services:

19           (a) The workweek shall consist of any combination of straight time,  
20 overtime and holiday time to a total of forty (40) hours. All nursing and other

1 healthcare professionals essential to the delivery of patient care services are hereby  
2 exempted from those provisions of *I Gubetnamenton Guahan* compensation laws  
3 covering accumulated straight time hours required prior to compensation at  
4 overtime rates.

5 (b) All work performed between the hours of 12:00 midnight on any  
6 Friday and 12:00 midnight of the following Sunday night shall be compensated at  
7 the rate of one and one-half ( $1\frac{1}{2}$ ) times the regular straight time rate of the nurse or  
8 any employee who is responsible for direct delivery of patient services.

9 (c) All work performed on any legal holiday, in addition to the regular  
10 holiday pay, shall be compensated at a rate of one and one-half ( $1\frac{1}{2}$ ) times the  
11 nurse's and other healthcare professional's regular straight time rate.

12 (d) After a nurse and other healthcare professional have worked a  
13 complete shift in any given twenty-four (24) hour period, the next four (4) hours  
14 worked shall be at a rate of one and one-half ( $1\frac{1}{2}$ ) times the nurse's and other  
15 healthcare professional's regular straight time hourly rate. Any work in excess of  
16 the additional four (4) hours in the same twenty-four (24) hour period shall be  
17 compensated at two (2) times or double time the nurse's and other healthcare  
18 professional's regular straight time hourly rate.

19 (e) For the purpose of computing annual leave and sick leave for nurses  
20 and other healthcare professionals, any combination of eighty (80) hours of work,

1 inclusive of work at overtime or double time compensation, shall accrue sick leave  
2 at a rate of four (4) hours per pay period and annual leave at the rate the nurse and  
3 the other healthcare professional are entitled to because of time in service.

4 (f) Nurses and other healthcare professionals who are not allowed leave  
5 time due to shortage of staff shall be given monetary compensation at the end of  
6 each fiscal year.

7 **§ 6219. Flex-Time**

8 Nursing and other healthcare administrators shall be allowed the option to  
9 schedule nurses and other healthcare professionals on flex-time, which includes,  
10 but is not limited to ten (10) hour shifts.

11 **§ 6220. Job Sharing.**

12 Nursing and other healthcare administrators shall be allowed the flexibility  
13 to hire any number of nurses and other healthcare professionals, as long as the  
14 approved budget is not exceeded.

15 **§ 6221. Job Incentives.**

16 Whenever possible, nursing and other healthcare professionals shall be given  
17 job incentives, including, but not limited to, educational opportunities and  
18 improved work environment.

19 **§ 6222. Classified Full-Time Nursing Positions.**

20 No classified full-time nursing and other healthcare professional positions in

1 *I Gubetnamenton Guahan* shall be recruited as Temporary Appointments (TA) or  
2 Limited-Term Appointments (LTA), except as provided under Public Law 20-218  
3 § 11.

4 **§ 6223. Graduate Nurse Classification.**

5 A graduate nurse of a Board-approved *Guahan* or U.S. nursing program may  
6 be recruited by the government agencies as a graduate nurse. The graduate nurse  
7 must be a recent graduate with verification from the Board that he/she has  
8 submitted an application to take the national examination within six (6) months  
9 after graduation. The graduate nurse classification may be included in the “known-  
10 promotion-potential”, Nursing Series I and II classifications.

11 **§ 6224. Developmental Promotions (“KPP”) Designation.**

12 *I Gubetnamenton Guahan* agencies who recruit nurses shall be authorized to  
13 hire nurses and graduate nurses as “known-promotion-potential” on nursing  
14 classification series, as provided in *I Gubetnamenton Guahan* Personnel Rules and  
15 Regulations and Operations Procedure Manual.

16 **§ 6225. Recruitment Process.**

17 All *I Gubetnamenton Guahan* agencies shall be exempted from *I*  
18 *Gubetnamenton Guahan Dipattamenton Atmenestrasion* (Department of  
19 Administration) recruitment process for the hiring of nurses and other healthcare  
20 professional positions. All nursing and other healthcare professional applicants,

1 who have a license to practice on *Guahan* and meet the minimum requirements of  
2 the class specifications, may be scheduled for an interview and may be recruited,  
3 using the Director of Administration education/experience pay adjustment  
4 schedule. Any action taken to recruit an applicant who is not licensed, does not  
5 meet the minimum requirements, and/or did not comply with the Director of  
6 Administration education/experience pay adjustment schedule, shall be null and  
7 void by the Department of Administration.

8       **§ 6226. Department of Revenue and Taxation Examiner:**  
9 **Compensation.**

10       Any Examiner who has performed off-duty services pursuant to this Act  
11 shall be compensated at the rate of three (3) times the Examiner's hourly wage rate  
12 for the first hour of service provided, and one and a half times (1½) the Examiner's  
13 hourly wage rate after the first hour of said service; provided, that the Examiner  
14 shall perform no less than fifteen (15) minutes of service for the second hour, or  
15 each hour thereafter, before receiving credit and compensation for the full hour.

16       **§ 6227. Firefighters – EMT-A Duty.**

17       Notwithstanding any law to the contrary, a Firefighter in *Guahan* Fire  
18 Department who performs work as an Emergency Medical Technician –  
19 Ambulance (EMT-A) and is a certified EMT-A shall be entitled to differential pay  
20 calculated at the rate of his or her regular wage plus fifteen percent (15%) for all

1 periods he or she is assigned as an EMT-A and is a certified EMT-A.

2 **§ 6228. Correction Officers – Hazardous Pay.**

3 (a) A correction officer *or* parole officer *or* any employee of the  
4 government who performs the duty of guarding prisoners *or* supervising *or*  
5 counseling parolees, *shall* be entitled to hazardous pay, calculated at the rate of his  
6 or her regular wages plus ten percent (10%), for all periods he or she is on such  
7 duty. The differential *shall* be applicable *only* during time of exposure.

8 (1) A correction officer *or* parole officer who performs a duty  
9 outside of the direct supervision of the Department of Corrections, that *if*  
10 performed by another law enforcement *or* public safety officer would entitle such  
11 officer to hazardous pay, *shall* be entitled to hazardous pay calculated at the rate of  
12 his or her regular wage, plus ten percent (10%) for all periods he or she is on such  
13 duty. The differential *shall* be applicable *only* during time of exposure.

14 (b) Any marshal, probation officer or alternative sentencing officer of the  
15 Judiciary is eligible to receive hazardous pay for any duty considered to be under  
16 hazardous conditions as specified by the Superior Court of *Guahan's* Personnel  
17 Rules and Regulations, provided that “hazardous conditions” shall *not* include the  
18 customary, ordinary, or routine duties of marshals, probation officers and  
19 alternative sentencing officers, except for the following:

20 (1) providing security for a Justice, Judge or Referee so long as

1 such Justice, Judge or Referee and the Administrator of the Courts certify that such  
2 duty exposed the employee to potentially dangerous circumstances;

3 (2) providing security at a Family Visitation Center;

4 (3) performing work-related duties involving exigent circumstances  
5 resulting in (A) imminent danger of bodily injury to the employee or other; or (B)  
6 exposure to potentially dangerous circumstances. The existence of such  
7 circumstances must be certified by the Marshal of the Courts and the Administrator  
8 of the Courts as to Marshals or by the Chief of Probation Officer and the  
9 Administrator of the Courts as to Probation Officers and Alternative Sentencing  
10 Officers.

11 **§ 6229. Police Officers – Hazardous Pay.**

12 A police officer assigned to a hazardous duty position is entitled to  
13 hazardous duty pay calculated at the rate of such officer’s wage plus ten percent  
14 (10%).

15 **§ 6230. Re-Employed Employees.**

16 Former classified employees of *I Gubetnamenton Guahan* who were in good  
17 standing at the time of resignation may be hired at not less than the salary they  
18 earned at their last former position if they apply for the same or comparable job in  
19 the same department. This re-employment credit privilege must be exercised  
20 within a four (4) year period. The employee may waive this privilege.

1           **§ 6231. Prohibition Against Salary Increases for Unclassified**  
2 **Employees Following the Defeat of an Incumbent in an Election.**

3           No unclassified employees employed in the Executive Branch of  
4 government may receive a pay increase following the defeat of a sitting  
5 *Maga'låhen Guahan* in a primary election *or* general election until after such  
6 date that such *Maga'låhen Guahan* leaves office. No unclassified employees  
7 employed in any Legislative Office of a sitting Senator may receive a pay increase  
8 following the defeat of such Senator in a primary *or* general election. No  
9 unclassified employees employed in any Mayoral Office of a sitting Mayor may  
10 receive a pay increase following the defeat of such Mayor in a primary *or* general  
11 election. No contract workers *or* unclassified employees employed in the  
12 Department of Law *or* the Office of Public Accountability may receive a pay  
13 increase following the defeat of Attorney General *or* Public Auditor, respectively,  
14 in a primary *or* general election until that Attorney General *or* Public Auditor  
15 leaves office.

16           **§ 6232. Prohibition Against Salary Increases for Unclassified**  
17 **Employees Employed by Incumbents *Not* Seeking Re-election.**

18           No unclassified employees employed in the Executive Branch of  
19 government may receive a pay increase after October 1 st of the last year of office  
20 of a sitting *Maga'låhen Guåhan* who is *not* seeking re-election until after such date



1 that such *Maga'låhen Guåhan* leaves office. No unclassified employees employed  
2 in any Legislative Office of a sitting Senator, opting not to seek re-election, may  
3 receive a pay increase after October 1st of the last year in office of such Senator.  
4 No unclassified employees employed in any Mayoral Office of a sitting Mayor,  
5 opting not to seek re-election, may receive a pay increase after October 1 st of the  
6 last year in office of such Mayor. *If* an incumbent Attorney General *or* Public  
7 Auditor decides not to seek re-election, no contract workers *or* unclassified  
8 employees employed in the Department of Law *or* the Office of Public  
9 Accountability, respectively, may receive a pay increase after October 1 st of the  
10 respective official's last year in office."

11 **Section 4.** Article 3 of Chapter 6 of Title 4 of the *Guahan Code Annotated*  
12 is hereby repealed and re-enacted to read as follows:

13 **"ARTICLE 3**

14 **OTHER GENERAL COMPENSATION PROVISIONS**

15 **§ 6301. Compensation Philosophy.**

16 **§ 6302. Administration.**

17 **§ 6303. Creation of Positions.**

18 **§ 6303.1. Transparency and Disclosure.**

19 **§ 6301. Compensation Philosophy.**

20 The compensation program for *I Gubetnamenton Guahan* employees in the  
21 Executive and Judicial Branches is designed to support the mission of *I*

1 *Gubetnamenton Guahan*. The foundation of the compensation program is to  
2 attract and retain quality employees with competitive total compensation based on  
3 relevant labor markets. The program and its components plans will be based upon  
4 principles of fairness and equity and will be administered with sound fiscal  
5 discipline. The compensation program will reinforce a productive work climate, a  
6 culture of accountability and create the desire in employees to want to progress in  
7 their careers with the government.

8 The Legislature will be accountable for the adoption of the compensation  
9 philosophy and related funding. The Executive Branch through delegated  
10 authority from the Governor to the Department of Administration will be  
11 accountable for the consistent administration of the program throughout the  
12 Executive Branch, inclusive of autonomous, non-autonomous, semi-autonomous  
13 agencies, public corporations, instrumentalities, Office of the Public Auditor,  
14 Office of the Attorney General, and by the Judicial Council for the Judicial Branch.  
15 Academic personnel at the *Guahan* Community College and the University of  
16 *Guahan* are excluded. Agency Heads will be accountable for proper  
17 administration of the program within their Agencies. This will be based on the  
18 principle of “centralization of design and standards, and decentralized  
19 implementation”.

20 The compensation program will be based on consistent principles of fairness

1 throughout the government, yet will be flexible to meet changing needs. This will  
2 allow for multiple pay plans to address different occupational group needs. The  
3 Department of Administration will have accountability for the consistency of  
4 design of pay plans that shall be approved by the Governor. Through policy,  
5 Agency Heads will have flexibility to utilize compensation as a means to have the  
6 right employees in the right roles to meet their business and human resources  
7 needs.

8 Establishing the value of compensation will be based both on principles of  
9 internal equity as measured by a defensible method of job evaluation and external  
10 value as measured by competitive compensation in the relevant market.

11 All aspects of compensation (base salary, benefits, bonuses and cash  
12 allowances) will be considered as a total compensation package for Government  
13 employees. The Government's pay programs will utilize fixed cash compensation  
14 as well as non-cash reward and recognition programs.

15 Total compensation, as defined above, will be targeted at a competitive level  
16 when compared to the appropriate labor markets to allow the Government to attract  
17 and retain quality and quantity of employees needed to fulfill its service  
18 commitments to its citizens.

19 Pay delivery mechanisms will be based on a combination of establishing and  
20 maintaining relativity to market, achievement of performance objectives,

1 recognition of differences in job content, service with the Government and the  
2 acquisition and application of further skill and education.

3 The Government is committed to ensuring that its salary structures and rates  
4 of pay are up to date through the conduct of market surveys at regular intervals, not  
5 less than once every three (3) years. There will be a planned approach to ensure  
6 that the classification of employees and allocation of grades based on principles of  
7 job evaluation is kept current.

8 The compensation programs will reinforce a work culture and climate where  
9 employees are recognized and rewarded competitively as compared to market for  
10 achievement of their expected level of contribution. Any changes to compensation  
11 must be reasonable and take into consideration both the needs of the Government  
12 as an employer and the citizens receiving services from the Government.

13 The compensation plan shall include a grade structure and appropriate salary  
14 plans as determined through policy developed by the Department of  
15 Administration.

16 **§ 6302. Administration.**

17 (a) The Director of Administration shall adopt and apply the currently  
18 used pay plans and rates of pay established in the Compensation Policy pursuant to  
19 § 6201 in this Title based on the Hay methodology or any other classification  
20 methods and salary administration to the extent he deems appropriate. The pay

1 plans and rates of pay, either by Hay Group or any other experts in classification  
2 and pay shall be administered by the Director of Administration and by the Judicial  
3 Council for the Judicial Branch

4 (b) The Director of Administration and the Judicial Council may reassign  
5 pay grades as they deem necessary. Reassignment shall be based upon the  
6 calculation of Hay points or points established by other experts and shall be  
7 performed by technical staff trained in the classification and compensation  
8 evaluation system for the sake of consistency and uniformity of results. The  
9 technical staffs of the Human Resources Division in the Executive Branch, and the  
10 Judiciary Human Resources Office, shall coordinate their efforts in implementing  
11 the Hay methodology or any other classification and pay system.

12 (c) In order that the new classification and compensation system be  
13 allowed to function effectively without external interference, and as a show of  
14 good faith on the part of *I Liheslaturån Guahan* to permit the system of work, *I*  
15 *Liheslaturån Guahan* hereby imposes a five (5) year moratorium on changes in the  
16 new classification and pay system unless the changes are recommended by the  
17 Department of Administration or the Judicial Council.

18 (d) Transition and conversion to the new pay plans and rates of pay shall  
19 become effective Fiscal Year 2011.

20 **§ 6303. Creation of Positions.**

1           (a)    Creation of Positions in the Judiciary. New positions may be created  
2 by the Administrator of the Courts for the Judicial Branch, when necessary for the  
3 efficient performance of the duties and functions of the Judiciary. The  
4 Administrator of the Courts shall submit to the Judicial Council the position  
5 descriptions for the positions within thirty (30) calendar days after creation and  
6 post the position descriptions on the Judiciary website. The positions shall be  
7 terminated unless approved by the Judicial Council within ninety (90) days after  
8 submission. No newly created position shall be filled in the absence of  
9 appropriations to pay the salary of the proposed position.

10           (b)   This Section shall not apply to positions required by law to be filled  
11 by persons confirmed by *I Liheslaturân Guahan*.

12           (c)   (1)   The petition of the head (Department Head) of a line agency or  
13 department to create a position shall include:

14                           (A)   the justification for the new position;

15                           (B)   the essential details concerning the creation of the  
16 position;

17                           (C)   an analysis of the similarities and differences between the  
18 position to be created and positions listed pursuant to 4 GCA § 4101.1(d);

19                           (D)   the position description;

20                           (E)   the proposed pay range and demonstration of compliance

1 with § 6301 of this Title;

2 (F) a fiscal note as that term is described in 2 GCA § 9101 et  
3 seq.; and any other pertinent information.

4 (2) The Department Head and the Director of Administration shall  
5 post the petition on their respective websites for ten (10) days (Saturdays, Sundays  
6 and *I Gubetnamenton Guahan* holidays excepted). After the posting, the Director  
7 of Administration shall forward the petition with his recommendation to *I*  
8 *Maga'lahi* who, if he approves the same, shall so indicate and file it for record with  
9 the Director of Administration and the Legislative Secretary.

10 (3) No new position may be filled until after compliance with the  
11 provisions of 4 GCA § 6303.1 and this Section and thirty (30) days have elapsed  
12 from the date of filing with the Legislative Secretary.

13 (d) Creation of Positions in the Autonomous Agencies and Public  
14 Corporations.

15 (1) The petition of the head of an agency, department or public  
16 corporation listed in § 4105(a) of this Title to create a position shall include:

17 (A) the justification for the new position;

18 (B) the essential details concerning the creation of the  
19 position;

20 (C) an analysis of the similarities and differences between the

1 position to be created and positions listed pursuant to 4 GCA § 4101.1(d);

2 (D) the position description;

3 (E) the proposed pay range and demonstration of compliance  
4 with § 6301 of this Title;

5 (F) a fiscal note as that term is described in 2 GCA § 9101 et  
6 seq.; and any other pertinent information.

7 (2) The petition shall be posted on the agency, department or public  
8 corporation's website for ten (10) days (Saturdays, Sundays and *I Gubetnamenton*  
9 *Guahan* holidays excepted). After the posting, the head shall forward the petition,  
10 along with evidence of his compliance with 5 GCA § 6303.1(a), to the governing  
11 board or commission who, if they approve the same, shall approve the petition by  
12 resolution and file the petition and resolution for record with the Director of  
13 Administration and the Legislative Secretary.

14 (3) No new position may be filled until after compliance with the  
15 provisions of this Section and thirty (30) days have elapsed from the date of filing  
16 with the Legislative Secretary.

17 **§ 6303.1. Transparency and Disclosure.**

18 (a) Prompt notice of the postings required by 4 GCA § 6303 shall be  
19 provided to each newspaper of general circulation and broadcasting station which  
20 airs a regular local news program within *Guahan* .



1 (b) The petitions required by 4 GCA § 6303 are public documents for the  
2 purposes of 5 GCA, Ch. 10, Art. 1 (the Sunshine Law).

3 (c) Any attempted creation of a position or above-step recruitment not in  
4 compliance with the provisions of 4 GCA § 6303 and 6303.1(a) is void.”

5 **Section 5.** 4 G.C.A. § 4101.1(d) is hereby *amended* to read as follows:

6 **“§ 4101.1. Responsibilities of the Director of Administration Regarding**  
7 **Personnel Policy of the Government.**

8 (d) Maintain, post and keep current on the Department’s website a list of all  
9 classified and unclassified positions in the executive branch, including autonomous  
10 agencies and public corporations, showing the job description ~~and pay range~~  
11 assigned to each position;”

12 **Section 6.** 4 G.C.A. § 4102(a)(16) is hereby *amended* to read as follows:

13 **“§ 4102. Classified and Unclassified Services.**

14 (a) The unclassified service shall include the positions of:

15 (16) ~~Property Management Officer at the Department of Corrections.~~

16 (17) persons employed on a seasonal basis.”

17 **Section 7.** 4 G.C.A. § 4103(g) is hereby amended to read as follows:

18 **“§ 4103. Additional Positions.**

19 (g) A person may be employed and occupy a ~~in the~~ classified service  
20 position on a temporary basis contingent upon the availability of a

1 grant, federal program or federal funds. ~~An~~ This type of appointment  
2 ~~in the classified service~~ may be commensurate with the duration of a  
3 grant, federal grant, federal program or federal funds including  
4 renewals and extensions thereof.”

5 **Section 8.** 4 G.C.A. § 4103(h) is hereby *amended* to read as follows:

6 **“§ 4103. Additional Positions.**

7 (h) A person may be employed and occupy in a professional level  
8 position ~~in the classified service~~ on a temporary basis for a specific project or  
9 program. ~~An~~ This type of appointment in the classified service may be  
10 commensurate with the duration of a specific project or program.”

11 **Section 9.** 4 G.C.A. § 4105(d)(1) is hereby *amended* to read as follows:

12 **“§ 4105. Departmental Rules.**

13 (d) For applicable positions such rules shall include the following  
14 provisions:

15 (1) that the hiring rate of each pay grade shall not be below the  
16 ~~minimum rate of each pay range shall be the normal rate for initial employment in~~  
17 ~~the positions and classes assigned thereto~~ as determined by the appropriate  
18 classification and salary administration methodology; provided, however, that the  
19 directors or other department heads may, in accordance with § ~~6205~~ 6201 of this  
20 Title, authorize initial employment in a position ~~at a higher step~~ from the

1 minimum to the midpoint or market policy position in the position’s salary range if  
2 ~~such action is warranted by recruitment difficulties or by the new employee’s~~  
3 ~~special or unusual qualifications, including experience.~~ Anything above the  
4 midpoint or market policy position must be approved by the Director of  
5 Administration for the line departments and agencies or by the appropriate  
6 governing authority based on § 6201;”

7 **Section 10.** 4 G.C.A. § 4109.2(b) is hereby *amended* to read as follows:

8 **“§ 4109.2. Leave Sharing Program.**

9 (b) **Voluntary Transfer of Sick Leave or Annual Leave.** *If a*  
10 *Gubetnamenton Guahan* employee desires to transfer a number of hours of earned  
11 sick leave *or* annual leave to another employee in any department *or* agency of the  
12 government, the recipient must first exhaust all his accrued annual and sick leave  
13 where appropriate and compensatory time for the purposes of a medical emergency  
14 *or* for personal reasons. Leave transferred from donors whose hourly rates of pay  
15 *or* salaries are lower than the recipient *shall* be paid at the hourly rate *or* salary of  
16 the donor. Leave transferred from donors whose hourly rates of pay *or* salaries are  
17 higher than the recipient, *shall* be paid at the hourly rate *or* salary of the recipient.  
18 A formal written request *shall* be made by the donor employee to that person’s  
19 payroll supervisor, stating the name of the recipient, the number of hours of leave  
20 to be transferred and the type of leave. No transfer may be made by any employee

1 to that person's supervisor, *or* to any person above that employee in the  
2 supervisory chain, *or* to a member of the supervisor's *or* such supervisory person's  
3 immediate family. *If* the donor has sufficient hours of leave accrued to cover the  
4 donation, the payroll supervisor *shall* notify the Payroll Division to transfer the  
5 approved number of hours to the recipient. Upon receipt of the notice of transfer,  
6 the receiving employee may then submit a leave request for the number of hours of  
7 leave, sick *or* annual, that the employee needs and the department head *shall* then  
8 approve the leave request. Leave may not be transferred to another employee *if* as  
9 a recipient that employee intends to use it for credit towards retirement *or*  
10 accumulated leave. This transfer of leave *shall* be strictly on a voluntary basis.  
11 Leave transferred *shall* be used as leave by the person whom it is transferred, and *if*  
12 it is not used in its entirety, it may be re-transferred to the person who originally  
13 earned it. In no event *shall* transferred leave be converted to cash *or* retirement  
14 credit by the person to whom it is transferred. Participation in the leave sharing  
15 program *shall* not exceed ninety (90) working days, *shall* require a certification  
16 from the attending medical doctor that the recipient of the leave needs additional  
17 time for medical treatment *or* recovery from a medical illness and is physically  
18 unable to return to work due to the medical illness. An additional ninety (90)  
19 working days may be granted upon similar certification from the attending medical  
20 doctor made within two (2) weeks of the first ninety (90) day period. A final

1 period of thirty (30) working days may be granted upon an additional certification  
2 from the attending medical doctor that additional time is needed for recovery.

3 (1) Employees of *I Gubetnamenton Guahan* shall not transfer their  
4 unused annual leave *or* sick leave to another employee in  
5 exchange for any money, favors, *or* items of value. Employees  
6 who transfer or receive annual *or* sick leave in violation of this  
7 provision shall be guilty of official misconduct pursuant to 9  
8 G.C.A. § 49.90.

9 (2) This provision shall apply to all government employees in the  
10 classified, appointed, elected, and unclassified positions, and all  
11 branches of *I Gubetnamenton Guahan*, including line  
12 departments and agencies, autonomous agencies, public  
13 corporations, and all other government instrumentalities.”

14 **Section 11.** 17 G.C.A. § 3104(d) is hereby *amended* to read as follows:

15 **“§ 3104. Qualifications for the Superintendent of Education and Deputy**

16 **Superintendent of Education.**

17 (d) In determining the salaries of the Superintendent and Deputy  
18 Superintendent, the Board in collaboration with the Department of Education  
19 Human Resources and the Department of Administration may consider: (1)  
20 salaries for similar positions in other United States school districts that have a

1 similar number of students; (2) the complexity, in terms of problem solving,  
2 accountability and expertise of the job compared to positions of a similar level in  
3 other government agencies; and (3) the complexity, in terms of the problem  
4 solving, accountability and expertise of the job compared to positions of a similar  
5 level in other education agencies within *I Gubetnamenton Guahan*.”

6 **Section 12.** 5 G.C.A. § 40109 is hereby *amended* to read as follows:

7 **“§ 40109. Compensation.**

8 (a) The compensation of the ~~Chief Mayor~~, Mayors and Vice-Mayors shall be  
9 that provided in 4 GCA ~~§6206~~ §6204.

10 ~~(b) From the date of enactment of this Subsection (b) and until the end of~~  
11 ~~Fiscal Year 2003, the Chief Mayor, Mayors, and Vice Mayors are authorized to~~  
12 ~~reduce their salaries down to eighty percent (80%) of the amount as computed~~  
13 ~~according to Subsection (a) of this Section, for a maximum reduction of twenty~~  
14 ~~percent (20%).~~

15 (e)(b) A village mayor or vice-mayor who has retired from *I Gubetnamenton*  
16 *Guahan* who is eligible to receive retirement benefits from *I Gubetnamenton*  
17 *Guahan* Retirement Fund under either the Defined Benefit Plan created by Title 4  
18 G.C.A. Chapter 8, Article One, or the Defined Contribution System created by  
19 Title 4 G.C.A. Chapter 8, Article Two, shall *not* relinquish, forfeit or have such  
20 benefits suspended during the periods said official holds his respective office;

1 provided, however, that such a mayor or vice-mayor, if he is a member of the  
2 Defined Benefit Plan, shall *not* be deemed an active member of that Plan during his  
3 service in that office, and shall be eligible to contribute to the Defined Contribution  
4 System.”

5 **Section 13.** Section 39 of Chapter XII of Public Law 29-113 is hereby  
6 *repealed*.

7 **Section 14.** 2 G.C.A. § 1106 is hereby *amended* to read as follows:

8 **“§1106. Legislative Compensation and Allowances.** (a) Compensation of  
9 each member of *I Liheslaturån Guahan* shall be paid in twenty-size (26) equal  
10 installments at the rate per annum of fifty percent (50%) of the annual salary of a  
11 judge of the Superior Court; the compensation of the Speaker of *I Liheslaturån*  
12 *Guahan* shall be paid in twenty-six (26) installments at the rate per annum of fifty  
13 percent (50%) of the annual salary of the presiding judge of the Superior Court.  
14 Such compensation shall be paid out of funds to be appropriated to *I Liheslaturån*  
15 *Guahan* and shall be effective upon enactment.

16 (b) From the date of enactment of this Subsection (b) and until the end of  
17 Fiscal Year 2003, the annual salary of Senators of *I Mina’Bente Siete Liheslaturan*  
18 *Guahan* shall be based on eighty percent (80%) of the amount as computed  
19 according to Subsection (a) of this Section, for a reduction of twenty percent  
20 (20%).

1           (c) The Director of Administration shall, every three years, provide I  
2 *Liheslaturan Guahan* with a recommendation to update and keep current  
3 compensation for the members of *I Liheslaturan Guahan*.”

4           **Section 15.** 7 G.C.A. § 3106 is hereby *amended* to read as follows:

5           “**§3106. Compensation.** Compensation for Associate Justice is pursuant to  
6 §6302 (a). ~~Until a specific salary is set for the Justices by another statute, the~~  
7 ~~annual salary of the Chief Justice shall be Three Thousand Dollars (\$3,000) higher~~  
8 ~~than the annual salary of the Presiding Judge of the Superior Court, and the annual~~  
9 ~~salary of each of the full-time Associate Justices shall be Two Thousand Dollar~~  
10 ~~(\$2,000) less than the annual salary of the Chief Justice.~~”

11           The hourly salary of a Justice pro tempore shall be the same as the hourly  
12 salary of a full-time Associate Justice; provided that:

13           (i) The total annual amount of salary may not exceed the annual salary of a full-  
14 time Justice;

15           (ii) No Justice pro tempore may be paid for more than forty (40) hours per  
16 week; and

17           (iii) No Justice pro tempore may be paid for more than eight (8) hours per  
18 day.”

19           **Section 16.** 7 G.C.A. § 3106.2 is hereby *repealed*.

20           **Section 17.** 5 G.C.A. § 30116 is hereby *repealed*.



1           **Section 18.** 1 G.C.A. §1907 is hereby *repealed and reenacted* to read as  
2 follows:

3           **“§ 1907.    Public Auditor and Staff, Compensation of.**

4           The salaries of the Public Auditor and staff shall be consistent with 6204.”

5           **Section 19.** 10 G.C.A. § 55102 is hereby *repealed*.

6           **Section 20.** Public Law 30-153 is hereby *repealed*.

7           **Section 21.** Section 7 of Chapter XI of Public Law 30-196 is hereby  
8 *amended* to replace all references to “*Unified Pay Structure*” with the “*I*  
9 *Gubetnamenton Guahan Compensation Plan*” where applicable.

10          **Section 22.** Section 7 (c) of Chapter XI of Public Law 30-196 is hereby  
11 *amended* to replace all references “*permanent classified personnel*” with  
12 “*permanent classified position*” where applicable.

13          **Section 23.** *I Liheslaturån Guahan* finds that supplemental appropriations  
14 must be made for full implementation of the plan adopted by *I Maga'låhen*  
15 *Guahan* pursuant to *I Gubetnamenton Guahan* Competitive Wage Act of 2011.  
16 Therefore, the amount of \$5.5 million is hereby appropriated from the Section 30  
17 Prior Year Reconciliation for the full implementation of the comprehensive  
18 Government-wide Position, Classification, Compensation and Benefits Study Plan  
19 conducted by Hay Group, Inc. and approved by *I Maga'låhen Guahan*. The  
20 appropriation shall be used for the full implementation of the Government-wide

1 Position, Classification, Compensation and Benefits Study Plan to include any and  
2 all unclassified positions and Executive positions consistent with the  
3 recommendations of Hay Group Inc., and for conducting a compensation study of  
4 the employee positions at *I Liheslaturån Guahan*.

5 **Section 24.** Any rule or regulation that is inconsistent with the provisions of  
6 this Act is hereby repealed to the extent of inconsistency. This includes provisions  
7 of law relating to contract employment.

8 **Section 25. Prior Conflicting Acts.** Notwithstanding any other provision  
9 of law, if a conflict arises between this Article and any other local law this Article  
10 shall control.

11 **Section 26. Effective Date.** This Act shall be effective upon enactment.

12 **Section 27. Severability.** If any provision of this Law or its application to  
13 any person or circumstances is found to be invalid or contrary to law, such  
14 invalidity shall not affect other provisions or applications of this Law which can be  
15 given effect without the invalid provisions or application, and to this end the  
16 provisions of this Law are severable.

September 23, 2010

Felix P. Camacho  
Governor of Guam  
Office of the Governor  
Ricardo J. Bordallo Governor's  
Complex, Adelup  
P.O. Box 2950  
Hagatna, GU 96932

Dear Governor Camacho:


Thank you for the opportunity to meet with you during my recent on island visit so that we had the opportunity to present to you the path to adoption and implementation of the new classification, job evaluation and compensation plans. More importantly, thank you for the level of understanding of the process and recommendations and commitment to adoption and implementation.

Part of the package of material that was presented to you at our meeting on August 30, 2010 was legislation, policies and procedures that have been developed by the DOA Personnel Services team and reviewed by Hay Group.

Hay Group endorses these policies and procedures as being a sound basis upon which to implement the plans that have been developed. We recognize that, given the length of time since the Unified Pay Plan had been reviewed, implementation of these new plans will take time and it is our opinion that the policies and procedures will provide a consistent basis for implementation and administration of the plans. We also recognize that complete and proper implementation requires that these policies, procedures, and plans replace all existing compensation-related statutes, policies, rules, and plans. Therefore, we recommend that these policies and procedures be implemented in whole for consistent application and administration of the Compensation Philosophy. They have been prepared with the aim of providing a consistent framework as developed by DOA and implementation within that framework within the Government of Guam.

We look forward to continuing to partner with the Government of Guam in ensuring these plans achieve their objectives and keeping the plans current and dynamic.

Kind regards,



Neville Kenning  
Vice President



OFFICE OF THE GOVERNOR  
HAGÁTÑA, GUAHAN 96932  
U. S. A.

**EXECUTIVE ORDER NO. 2010 - 24**

**RELATIVE TO ADOPTING THE GOVERNMENT-WIDE POSITION CLASSIFICATION, COMPENSATION AND BENEFITS STUDY PLAN PURSUANT TO PUBLIC LAW 30-196**

**WHEREAS**, the Unified Pay Schedule pursuant to Public Law 21-59 has not been updated since its implementation in 1991; and

**WHEREAS**, there have been piecemeal legislation and pay policies that created separate pay schedules for certain classes of positions and pay disparities among government employees; and

**WHEREAS**, pursuant to Public Law 29-52 and Executive Order No. 2006-21, the Director of Administration (DOA) was authorized to conduct a government-wide position classification, compensation and benefits study to update the government's outdated pay plan; and

**WHEREAS**, DOA hired Hay Group Inc. in March 2009 to conduct a review of *Gubetnamenton Guahan* positions and provide recommendations to update the current Unified Pay Plan based on U.S. national averages to address internal inequities and to try and restore external competitiveness; and

**WHEREAS**, Policy Advisory, Steering and Job Evaluation Committees, comprising a cross section of government employees, were established to formulate a compensation philosophy to conduct job evaluations of over 200 benchmark positions; and

**WHEREAS**, as a result of the study, it was found that on average, the U.S. market is ahead of the current Unified Pay Schedule by 59%. The preliminary Hay Report of May 2010 recommended six pay plans and an updated compensation philosophy and pay structure. The Hay Consultants presented the recommendations to the Administration. The Administration accepted the recommendations and commenced the development of implementation policies and procedures and a proposed bill; and

**WHEREAS**, the proposed bill introduces a compensation philosophy that will have the Legislature responsible for any compensation-related funding and have the Director of Administration establish and administer appropriate compensation policy and pay plans; and

**WHEREAS**, the Administration fully supports the Hay Consultant's August 2010 report entitled "Classification, Job Evaluation and Compensation Project - The Path to Adoption and Implementation" as amended; and

**WHEREAS**, Public Law 30-196 appropriated \$13.1 Million for the implementation of the government-wide Position Classification, Compensation, and Benefits Study Plan; and



**WHEREAS**, Public Law 30-196 appropriated \$13.1 Million for the implementation of the government-wide Position Classification, Compensation, and Benefits Study Plan; and

**WHEREAS**, an additional \$5.5 Million is necessary for the full implementation of the government-wide Position Classification, Compensation, and Benefits Study Plan to include all other *Gubetnamenton Guahan* employees; and

**WHEREAS**, due to insufficient funding, and to benefit all employees, the Administration recognizes the need to execute this comprehensive plan in its entirety contingent upon additional legislative appropriation of \$5.5 Million and availability of funding;

**NOW, THEREFORE, I FELIX P. CAMACHO**, *I Maga'låhen Guahan*, Governor of *Guahan*, by virtue of the authority vested in me pursuant to Public Law 30-196 and the Organic Act of *Guahan*, as amended, do order:

1. The adoption of the Government-wide Position Classification, Compensation and Benefits Study Plan and its policies and procedures attached to this Executive Order as Exhibit 1: *Gubetnamenton Guahan* Compensation Study Implementation Policies and Procedures Attachment and Exhibit 2: Department of Administration *Gubetnamenton Guahan* Compensation Study Implementation Policies and Procedures.
2. These policies and procedures shall supersede existing pay policies, rules, regulations and procedures that are inconsistent, notwithstanding any other provisions of law.
3. The Department of Administration shall assist the Judicial Branch of *Guahan* as they develop their own policies and procedures consistent with the Compensation Philosophy as stated in the Plan.
4. The Director of Administration to implement the government-wide Position Classification, Compensation, and Benefits Study Plan upon additional legislative appropriation of \$5.5 Million and availability of funding.

**SIGNED AND PROMULGATED** at Hagåtña, *Guahan* this 23 day of September, 2010.

**FELIX P. CAMACHO**  
*I Maga'låhen Guahan*  
Governor of *Guahan*

COUNTERSIGNATURE

**MICHAEL W. CRUZ, M.D.**  
*I Segundu Maga'låhen Guahan*  
Lieutenant Governor of *Guahan*

# *Gubetnamenton Guahan*

## Compensation Study Implementation Policies and Procedures Attachment

SEPTEMBER, 2010



EXHIBIT 1

# Compensation Philosophy

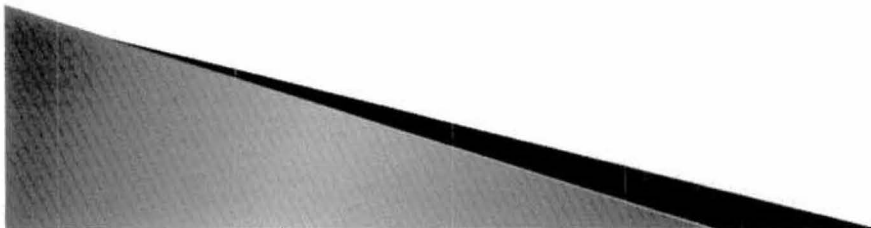
## STATEMENT OF COMPENSATION PHILOSOPHY

### **Umbrella Statement**

The compensation program for *Gubetnamenton Guahan* employees in the Executive and Judicial Branches is designed to support the mission of *I Gubetnamenton Guahan*. 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.

### **Component Statements**

The Legislature will be accountable for the adoption of the compensation philosophy and related funding. The Executive Branch through delegated authority from the Governor to the Department of Administration will be accountable for the consistent administration of the program throughout the Executive Branch, inclusive of autonomous, non-autonomous, semi-autonomous agencies, public corporations, instrumentalities, Office of the Public Auditor, Office of the Attorney General, and by the Judicial Council for the Judicial Branch. Academic personnel at the Guam Community College and the University of Guam are excluded. Agency Heads will be accountable for proper administration of the program within their Agencies. This will be based on the principle of “centralization of design and standards, and decentralized implementation”.



# Compensation Philosophy

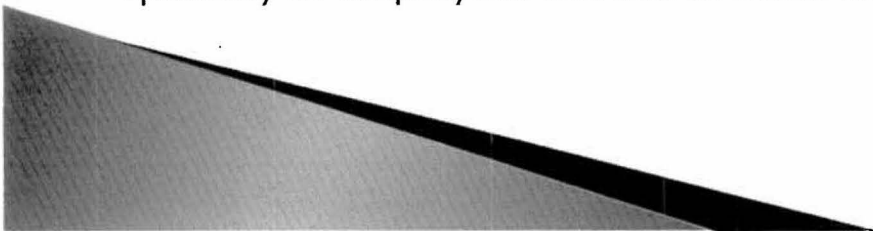
## Component Statements (cont'd)

The compensation program will be based on consistent principles of fairness throughout the government, yet will be flexible to meet changing needs. This will allow for multiple pay plans to address different occupational group needs. The Department of Administration will have accountability for the consistency of design of pay plans that shall be approved by the Governor. Through policy, Agency Heads will have flexibility to utilize compensation as a means to have the right employees in the right roles to meet their business and human resources needs.

Establishing the value of compensation will be based both on principles of internal equity as measured by a defensible method of job evaluation and external value as measured by competitive compensation in the relevant market.

All aspects of compensation (base salary, benefits, bonuses and cash allowances) will be considered as a total compensation package for Government employees. The Government's pay programs will utilize fixed cash compensation as well as non-cash reward and recognition programs.

Total compensation, as defined above, will be targeted at a competitive level when compared to the appropriate labor markets to allow the Government to attract and retain quality and quantity of employees needed to fulfill its service commitments to its citizens.





# Compensation Philosophy

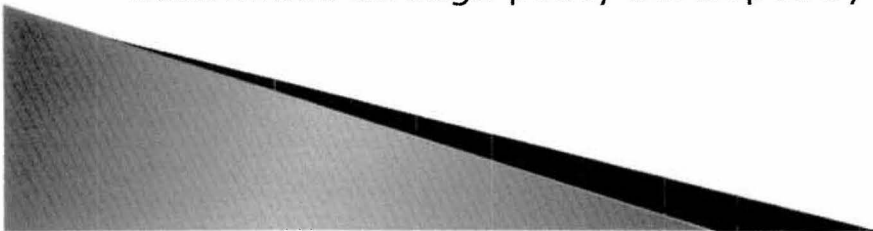
## Component Statements (cont'd)

Pay delivery mechanisms will be based on a combination of establishing and maintaining relativity to market, achievement of performance objectives, recognition of differences in job content, service with the Government and the acquisition and application of further skill and education.

The Government is committed to ensuring that its salary structures and rates of pay are up to date through the conduct of market surveys at regular intervals, not less than once every three (3) years. There will be a planned approach to ensure that the classification of employees and allocation of grades based on principles of job evaluation is kept current.

The compensation programs will reinforce a work culture and climate where employees are recognized and rewarded competitively as compared to market for achievement of their expected level of contribution. Any changes to compensation must be reasonable and take into consideration both the needs of the Government as an employer and the citizens receiving services from the Government.

The compensation plan shall include a grade structure and appropriate salary plans as determined through policy developed by the Department of Administration.

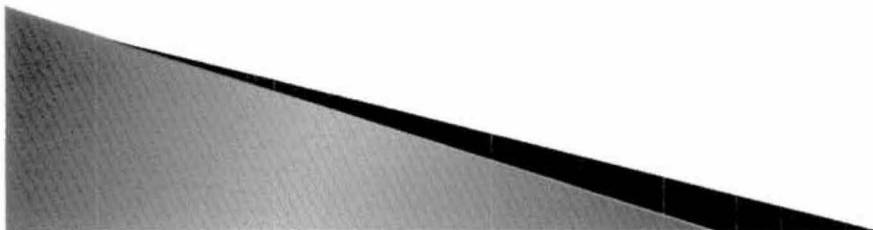


# Grade to Point Structure

PAY GRADE	HAY POINT RANGE		
	MIN	MED	MAX
X	1553	1669	1786
W	1350	1451	1553
V	1174	1262	1349
U	1021	1097	1173
T	888	954	1020
S	772	830	887
R	671	721	771
Q	584	627	670
P	508	546	583
O	442	475	507
N	384	413	441
M	334	359	383
L	291	312	333
K	253	272	290
J	219	236	252
I	190	204	218
H	165	177	189
G	144	154	164
F	125	134	143
E	108	116	124
D	94	101	107
C	82	88	93
B	72	77	81
A	62	67	71

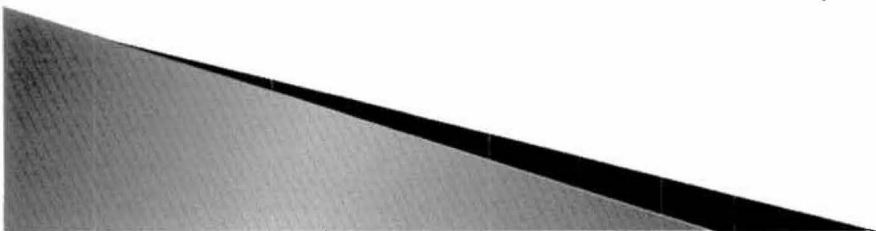
# *Gubetnamenton Guahan Pay Plans*

- Set out on the following pages are the six pay plans:
  - An Executive Pay Plan (EXEC);
  - A Nurses Pay Plan (NPP);
  - A Law Enforcement Officer Pay Plan (LEO);
  - An Educator Pay Plan (EDU);
  - An Attorney Pay Plan (ATTY); and
  - A General Pay Plan (GPP).
  
- Note: “Rate of Pay” positions include as the Governor, Lieutenant Governor and Judges, Attorney General, Public Auditors, Mayors and Vice Mayors. “Rate of pay” position means that it will not have a Grade or Salary Range.



# *Gubetnamenton Guahan Pay Plans* (cont'd)

- While the current compensation philosophy sets the market policy position at the national average, the passage of time as referenced previously in this report and the extent to which the current Unified Pay structure lags the market means that, in the opinion of Hay Group, recommending pay plans that have their market policy position (the midpoint of the ranges) set at the market average would be unaffordable for the Government.
- The pay structures are set at a level which will close the gap between the current pay structures and the market average. Hay Group recommends that Executive and Legislative Branch leadership commit to planning for the continued closing of the gap to achieve the market average in its future budgeting processes.
- For the General Pay Plan, the Executive Pay Plan, Nursing Pay Plan and the Attorney Pay Plan, there will be steps between the range minimum and midpoint and an open range between the midpoint and range maximum.
- For the Educator and Law Enforcement Pay Plans, there are steps for the entire range, based on that being the most typical practice in the market for such Occupational Groups.
- Movement through steps and the part of the salary range that is an open range will be based on time and performance, with an increasing emphasis on performance. This is consistent with the compensation philosophy.



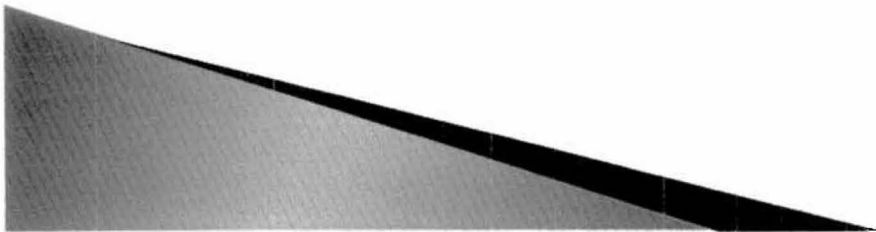
# General Pay Plan (GPP)

# General Pay Plan (GPP)

Grade	80% Minimum (Step 1)	Step 2	Step 3	Step 4	Step 5	Step 6	Midpoint	120% Maximum
X	\$96,175	\$99,819	\$103,601	\$107,527	\$111,601	\$115,830	\$120,219	\$144,263
W	\$91,595	\$95,066	\$98,668	\$102,407	\$106,287	\$110,314	\$114,494	\$137,393
V	\$86,820	\$90,110	\$93,524	\$97,068	\$100,746	\$104,563	\$108,525	\$130,230
U	\$81,521	\$84,610	\$87,816	\$91,144	\$94,597	\$98,181	\$101,902	\$122,282
T	\$76,188	\$79,075	\$82,071	\$85,181	\$88,409	\$91,758	\$95,235	\$114,282
S	\$70,873	\$73,558	\$76,345	\$79,238	\$82,240	\$85,357	\$88,591	\$106,309
R	\$65,623	\$68,109	\$70,690	\$73,369	\$76,149	\$79,034	\$82,029	\$98,434
Q	\$60,482	\$62,774	\$65,152	\$67,621	\$70,183	\$72,842	\$75,602	\$90,723
P	\$55,488	\$57,590	\$59,773	\$62,037	\$64,388	\$66,828	\$69,360	\$83,232
O	\$49,897	\$51,787	\$53,750	\$55,786	\$57,900	\$60,094	\$62,371	\$74,845
N	\$45,014	\$46,720	\$48,490	\$50,328	\$52,235	\$54,214	\$56,268	\$67,522
M	\$40,762	\$42,307	\$43,910	\$45,573	\$47,300	\$49,092	\$50,953	\$61,143
L	\$37,100	\$38,506	\$39,965	\$41,479	\$43,051	\$44,682	\$46,375	\$55,650
K	\$33,911	\$35,196	\$36,529	\$37,914	\$39,350	\$40,841	\$42,389	\$50,866
J	\$31,076	\$32,253	\$33,476	\$34,744	\$36,061	\$37,427	\$38,845	\$46,614
I	\$28,595	\$29,679	\$30,803	\$31,971	\$33,182	\$34,439	\$35,744	\$42,893
H	\$26,520	\$27,525	\$28,568	\$29,650	\$30,774	\$31,940	\$33,150	\$39,780
G	\$24,729	\$25,666	\$26,638	\$27,648	\$28,695	\$29,782	\$30,911	\$37,093
F	\$23,171	\$24,049	\$24,960	\$25,906	\$26,888	\$27,907	\$28,964	\$34,757
E	\$21,095	\$21,894	\$22,724	\$23,585	\$24,479	\$25,406	\$26,369	\$31,642
D	\$19,040	\$19,761	\$20,510	\$21,287	\$22,094	\$22,931	\$23,800	\$28,560
C	\$17,769	\$18,442	\$19,141	\$19,866	\$20,619	\$21,400	\$22,211	\$26,653
B	\$16,693	\$17,326	\$17,982	\$18,664	\$19,371	\$20,105	\$20,867	\$25,040
A	\$15,716	\$16,311	\$16,929	\$17,571	\$18,236	\$18,927	\$19,644	\$23,573

# General Pay Plan Information

- The positions that fall under the General Pay Plan (GPP) consists of all other positions that are not covered under the Executive (EXEC), Law Enforcement (LEO), Nurse (NPP), Educator (EDU), and Attorney Pay Plans (ATTY), and Rates of Pay positions.

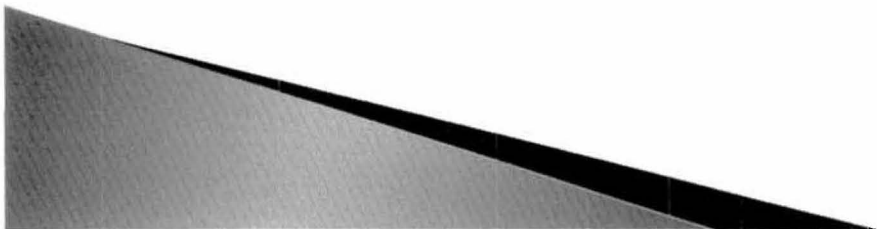


# Executive Pay Plan (EXEC)



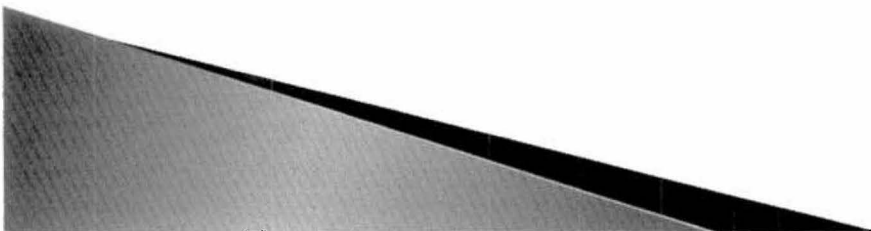
# Executive Pay Plan (EXEC)

Grade	80% Minimum (Step 1)	Step 2	Step 3	Step 4	Step 5	Step 6	Midpoint	120% Maximum
E-X	\$96,175	\$99,819	\$103,601	\$107,527	\$111,601	\$115,830	\$120,219	\$144,263
E-W	\$91,595	\$95,066	\$98,668	\$102,407	\$106,287	\$110,314	\$114,494	\$137,393
E-V	\$86,820	\$90,110	\$93,524	\$97,068	\$100,746	\$104,563	\$108,525	\$130,230
E-U	\$81,521	\$84,610	\$87,816	\$91,144	\$94,597	\$98,181	\$101,902	\$122,282
E-T	\$76,188	\$79,075	\$82,071	\$85,181	\$88,409	\$91,758	\$95,235	\$114,282
E-S	\$70,873	\$73,558	\$76,345	\$79,238	\$82,240	\$85,357	\$88,591	\$106,309
E-R	\$65,623	\$68,109	\$70,690	\$73,369	\$76,149	\$79,034	\$82,029	\$98,434
E-Q	\$60,482	\$62,774	\$65,152	\$67,621	\$70,183	\$72,842	\$75,602	\$90,723
E-P	\$55,488	\$57,590	\$59,773	\$62,037	\$64,388	\$66,828	\$69,360	\$83,232
E-O	\$49,897	\$51,787	\$53,750	\$55,786	\$57,900	\$60,094	\$62,371	\$74,845
E-N	\$45,014	\$46,720	\$48,490	\$50,328	\$52,235	\$54,214	\$56,268	\$67,522
E-M	\$40,762	\$42,307	\$43,910	\$45,573	\$47,300	\$49,092	\$50,953	\$61,143



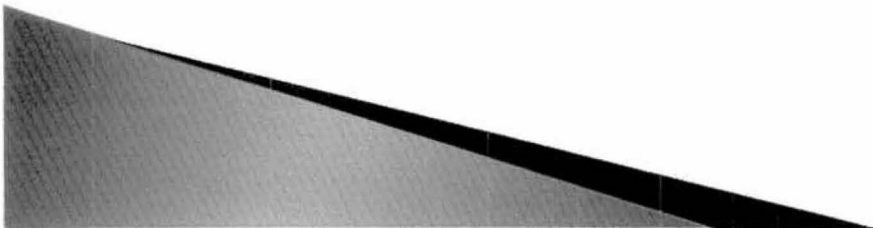
# Executive Pay Plan Positions

- ADJUTANT GENERAL
- ADMINISTRATIVE DIRECTOR OF THE COURTS
- ADMINISTRATOR (GMHA)
- ADMINISTRATOR (GEPA)
- ADMINISTRATOR (GEDA)
- ADMINISTRATOR (PUBLIC DEFENDER)
- ASSISTANT GENERAL MANAGER (KGTF)
- ASSISTANT GENERAL MANAGER (GRTA)
- ASSOCIATE ADMINISTRATOR (GMHA)
- CHIEF MEDICAL EXAMINER
- CHIEF OF POLICE
- DEPUTY ADMINISTRATIVE DIRECTOR OF THE COURTS
- DEPUTY ADMINISTRATOR (GEPA)
- DEPUTY CHIEF OF POLICE (GPD)
- DEPUTY DIRECTOR (AGRICULTURE)
- DEPUTY DIRECTOR (AHRD)
- DEPUTY DIRECTOR (ANCESTRAL LANDS COMMITTEE)
- DEPUTY DIRECTOR (BBMR)
- DEPUTY DIRECTOR (CAHA)
- DEPUTY DIRECTOR (CHAMORRO LAND TRUST)
- DEPUTY DIRECTOR (CORRECTIONS)
- DEPUTY DIRECTOR (DLM)
- DEPUTY DIRECTOR (DOA)
- DEPUTY DIRECTOR (DPW)
- DEPUTY DIRECTOR (DYA)
- DEPUTY DIRECTOR (GHURA)
- DEPUTY DIRECTOR (*GUAHAN* ELECTION COMMISSION)
- DEPUTY DIRECTOR (*GUAHAN* ENERGY OFFICE)
- DEPUTY DIRECTOR (LABOR)
- DEPUTY DIRECTOR (MHSA)
- DEPUTY DIRECTOR (PARKS AND RECREATION)



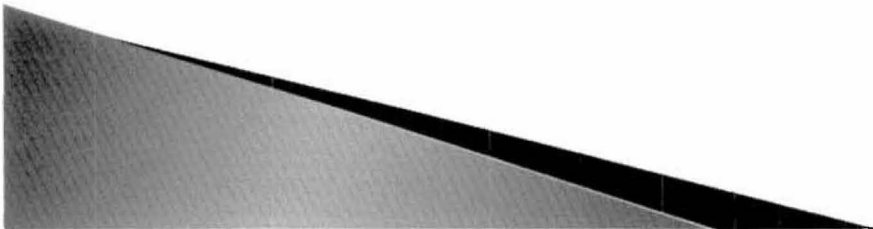
# Executive Pay Plan Positions

- DEPUTY DIRECTOR (PHSS)
- DEPUTY DIRECTOR (RETIREMENT)
- DEPUTY DIRECTOR (REVENUE AND TAXATION)
- DEPUTY FIRE CHIEF
- DEPUTY GENERAL MANAGER (GVB)
- DEPUTY SUPERINTENDENT -  
ASSESSMENT AND ACCOUNTABILITY
- DEPUTY SUPERINTENDENT -  
CURRICULUM AND INSTRUCTIONAL IMPROVEMENT
- DEPUTY SUPERINTENDENT -  
EDUCATIONAL SUPPORT AND COMMUNITY LEARNING
- DEPUTY SUPERINTENDENT -  
FINANCE AND ADMINISTRATIVE SERVICES
- DIRECTOR (GDDC)
- DIRECTOR (AGRICULTURE)
- DIRECTOR (AHRD)
- DIRECTOR (ANCESTRAL LANDS COMMISSION)
- DIRECTOR (BBMR)
- DIRECTOR (BOSP)
- DIRECTOR (CAHA)
- DIRECTOR (CHAMORRO LAND TRUST)
- DIRECTOR (COMMISSION ON PERSON WITH DISABILITIES)
- DIRECTOR (CORRECTIONS)
- DIRECTOR (CUSTOMS)
- DIRECTOR (DISID)
- DIRECTOR (DLM)
- DIRECTOR (DOA)
- DIRECTOR (DPW)
- DIRECTOR (DYA)
- DIRECTOR (*GUAHAN* ELECTION COMMISSION)
- DIRECTOR (*GUAHAN* ENERGY OFFICE)
- DIRECTOR (LABOR)
- DIRECTOR (LIBRARY)
- DIRECTOR (MHSA)
- DIRECTOR (PARKS AND RECREATION)
- DIRECTOR (PHSS)
- DIRECTOR (RETIREMENT)



# Executive Pay Plan Positions

- › DIRECTOR (REVENUE AND TAXATION)
- › EXECUTIVE DIRECTOR (CSC)
- › EXECUTIVE DIRECTOR (*GUAHAN* COMMISSION FOR EDUCATOR CERTIFICATION)
- › EXECUTIVE DIRECTOR (GHURA)
- › EXECUTIVE DIRECTOR (PUBLIC DEFENDER CORP.)
- › EXECUTIVE DIRECTOR (HAGATNA RESTORATION)
- › EXECUTIVE DIRECTOR (MAYOR'S COUNCIL)
- › EXECUTIVE MANAGER (GRTA)
- › EXECUTIVE SECRETARY REGISTRAR (CLB)
- › FIRE CHIEF (GFD)
- › GENERAL MANAGER (GVB)
- › GENERAL MANAGER (KGTF)
- › MANAGER (GHC)
- › PRESIDENT (GHC)
- › PRESIDENT (KUMISION I FINO CHAMORRO)
- › VICE PRESIDENT (KUMISION I FINO CHAMORRO)



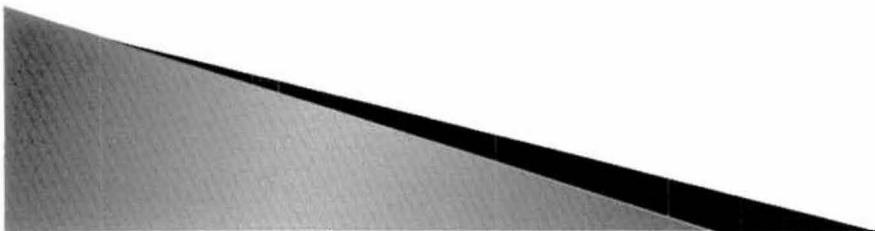
# Nurse Pay Plan (NPP)

# Nurse Pay Plan (NPP)

Grade	80% Minimum (Step 1)	Step 2	Step 3	Step 4	Step 5	Step 6	Midpoint	120% Maximum
N-U	\$86,317	\$89,587	\$92,982	\$96,505	\$100,162	\$103,957	\$107,896	\$129,475
N-T	\$80,670	\$83,726	\$86,899	\$90,192	\$93,609	\$97,156	\$100,837	\$121,005
N-S	\$75,042	\$77,885	\$80,836	\$83,899	\$87,078	\$90,378	\$93,802	\$112,563
N-R	\$69,483	\$72,116	\$74,848	\$77,684	\$80,628	\$83,683	\$86,854	\$104,225
N-Q	\$64,040	\$66,466	\$68,985	\$71,599	\$74,311	\$77,127	\$80,050	\$96,060
N-P	\$58,752	\$60,978	\$63,289	\$65,687	\$68,176	\$70,759	\$73,440	\$88,128
N-O	\$53,072	\$55,083	\$57,170	\$59,336	\$61,585	\$63,918	\$66,340	\$79,608
N-N	\$48,112	\$49,935	\$51,827	\$53,791	\$55,829	\$57,944	\$60,140	\$72,168
N-M	\$43,792	\$45,451	\$47,174	\$48,961	\$50,816	\$52,742	\$54,740	\$65,688
N-L	\$39,650	\$41,153	\$42,712	\$44,330	\$46,010	\$47,753	\$49,563	\$59,475
N-K	\$36,129	\$37,498	\$38,918	\$40,393	\$41,924	\$43,512	\$45,161	\$54,193
N-J	\$32,998	\$34,249	\$35,546	\$36,893	\$38,291	\$39,742	\$41,248	\$49,497
N-I	\$30,259	\$31,406	\$32,596	\$33,831	\$35,113	\$36,443	\$37,824	\$45,389
N-H	\$27,911	\$28,969	\$30,067	\$31,206	\$32,388	\$33,616	\$34,889	\$41,867
N-G	\$25,911	\$26,893	\$27,912	\$28,970	\$30,068	\$31,207	\$32,389	\$38,867
N-F	\$24,172	\$25,088	\$26,039	\$27,026	\$28,050	\$29,112	\$30,215	\$36,259

# Nurse Pay Plan (NPP) Positions

- COMMUNITY HEALTH & NURSING SERVICES ADMINISTRATOR
- COMMUNITY HEALTH & NURSING SERVICES ASSISTANT ADMINISTRATOR
- COMMUNITY HEALTH NURSE I
- COMMUNITY HEALTH NURSE II
- COMMUNITY HEALTH NURSE SUPERVISOR I
- COMMUNITY HEALTH NURSE SUPERVISOR II
- GRADUATE NURSE (NON-LICENSED)
- HOSPITAL ASSISTANT NURSE ADMINISTRATOR (DEPUTY ASSISTANT)
- HOSPITAL CHARGE NURSE
- HOSPITAL LICENSED PRACTICAL NURSE I
- HOSPITAL LICENSED PRACTICAL NURSE II
- HOSPITAL NURSE ADMINISTRATOR
- HOSPITAL NURSE QUALITY IMPROVEMENT SPECIALIST
- HOSPITAL NURSE RISK MANAGEMENT PROGRAM OFFICER
- HOSPITAL NURSE SUPERVISOR I
- HOSPITAL NURSE SUPERVISOR II
- HOSPITAL NURSE UTILIZATION REVIEW SPECIALIST
- HOSPITAL UNIT SUPERVISOR
- HEAD START HEALTH COORDINATOR
- INFECTION CONTROL PRACTITIONER
- LICENSED PRACTICAL NURSE I
- LICENSED PRACTICAL NURSE II
- NURSE AIDE I
- NURSE AIDE II
- NURSE ANESTHETIST (CRNA)
- NURSE MIDWIFE
- NURSE PRACTITIONER
- PSYCHIATRIC NURSE I
- PSYCHIATRIC NURSE II
- PSYCHIATRIC NURSE III
- PSYCHIATRIC NURSE SUPERVISOR
- PSYCHIATRIC NURSING ADMINISTRATOR
- SCHOOL HEALTH COUNSELOR I
- SCHOOL HEALTH COUNSELOR II
- SCHOOL HEALTH COUNSELOR III
- SCHOOL HEALTH PROGRAM COORDINATOR
- STAFF NURSE I
- STAFF NURSE II
- STAFF NURSE TRAINING OFFICER



# Educator Pay Plan (EDU)



# Educator Pay Plan (EDU)

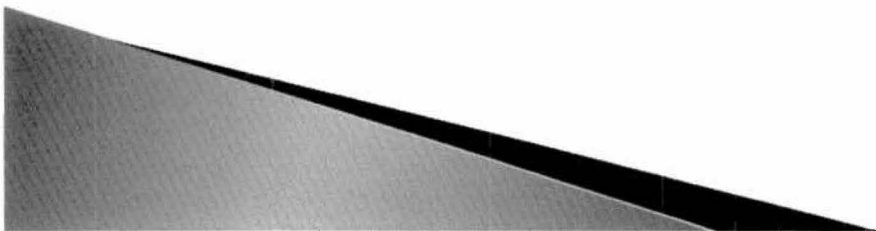
Educator Pay Plan – Steps included

- ⌘ Plan includes six steps between Minimum and Midpoint and six steps between the Midpoint and Maximum
- ⌘ Step increases between Minimum and Midpoint are a uniform 3.8%
- ⌘ Step increases between Midpoint and Maximum are a uniform 3.1%

Grade	Minimum (Step 1)	Step 2	Step 3	Step 4	Step 5	Step 6	Midpoint (Step 7)	Step 8	Step 9	Step 10	Step 11	Step 12	Maximum (Step 13)
Ed-12	\$74,669	\$77,498	\$80,435	\$83,483	\$86,646	\$89,929	\$93,336	\$96,216	\$99,185	\$102,245	\$105,399	\$108,651	\$112,004
Ed-11	\$67,881	\$70,453	\$73,123	\$75,893	\$78,769	\$81,754	\$84,851	\$87,469	\$90,168	\$92,950	\$95,818	\$98,774	\$101,822
Ed-10	\$61,710	\$64,048	\$66,475	\$68,994	\$71,608	\$74,321	\$77,138	\$79,517	\$81,971	\$84,500	\$87,107	\$89,795	\$92,565
Ed-9	\$56,100	\$58,226	\$60,432	\$62,722	\$65,098	\$67,565	\$70,125	\$72,289	\$74,519	\$76,818	\$79,188	\$81,631	\$84,150
Ed-8	\$51,000	\$52,932	\$54,938	\$57,020	\$59,180	\$61,423	\$63,750	\$65,717	\$67,744	\$69,835	\$71,989	\$74,210	\$76,500
Ed-7	\$45,939	\$47,680	\$49,487	\$51,362	\$53,308	\$55,328	\$57,424	\$59,196	\$61,022	\$62,905	\$64,846	\$66,847	\$68,909
Ed-6	\$43,752	\$45,410	\$47,130	\$48,916	\$50,769	\$52,693	\$54,690	\$56,377	\$58,117	\$59,910	\$61,758	\$63,663	\$65,628
Ed-5	\$40,699	\$42,241	\$43,842	\$45,503	\$47,227	\$49,017	\$50,874	\$52,444	\$54,062	\$55,730	\$57,449	\$59,222	\$61,049
Ed-4	\$38,761	\$40,230	\$41,754	\$43,336	\$44,978	\$46,683	\$48,452	\$49,946	\$51,488	\$53,076	\$54,714	\$56,402	\$58,142
Ed-3	\$36,057	\$37,423	\$38,841	\$40,313	\$41,840	\$43,426	\$45,071	\$46,462	\$47,895	\$49,373	\$50,896	\$52,467	\$54,086
Ed-2	\$34,383	\$35,686	\$37,038	\$38,441	\$39,898	\$41,410	\$42,979	\$44,305	\$45,672	\$47,081	\$48,533	\$50,031	\$51,575
Ed-1D	\$32,855	\$34,100	\$35,392	\$36,733	\$38,125	\$39,569	\$41,069	\$42,336	\$43,642	\$44,989	\$46,377	\$47,807	\$49,283
Ed-1C	\$31,395	\$32,585	\$33,819	\$35,101	\$36,431	\$37,811	\$39,244	\$40,455	\$41,703	\$42,989	\$44,316	\$45,683	\$47,093
Ed-1B	\$30,000	\$31,137	\$32,317	\$33,541	\$34,812	\$36,131	\$37,500	\$38,657	\$39,850	\$41,079	\$42,347	\$43,653	\$45,000
Ed-1A	\$28,667	\$29,754	\$30,881	\$32,051	\$33,266	\$34,526	\$35,834	\$36,940	\$38,080	\$39,255	\$40,466	\$41,714	\$43,001

# Educator Pay Plan (EDU) Positions

- ASSISTANT SUPERINTENDENT SPECIAL EDUCATION
- HIGH SCHOOL PRINCIPAL
- MIDDLE SCHOOL PRINCIPAL
- ELEMENTARY PRINCIPAL
- ASSISTANT PRINCIPAL
- SCHOOL PROGRAM CONSULTANT
- TEACHER VI
- TEACHER V
- TEACHER IV
- TEACHER III
- TEACHER II
- TEACHER I-D
- TEACHER I-C
- TEACHER I-B
- TEACHER I-A
- VOCATIONAL INSTRUCTOR
- HEAD START TEACHER
- HEAD START PROGRAM DIRECTOR
- HEAD START PROGRAM ASSISTANT DIRECTOR
- CHAMORRO STUDIES ADMINISTRATOR

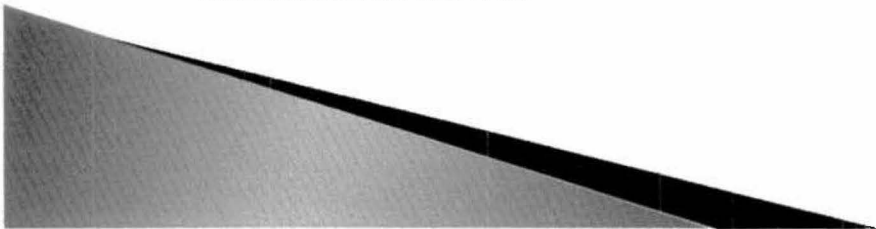


**Law Enforcement Officer (LEO)  
Pay Plan**



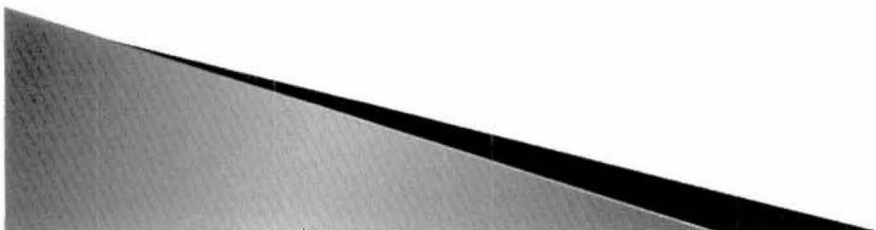
# Law Enforcement Officer (LEO) Pay Plan Positions

- AIRPORT POLICE OFFICER I
- AIRPORT POLICE OFFICER II
- AIRPORT POLICE RECRUIT
- AIRPORT POLICE OFFICER SUPERVISOR
- ASSISTANT CHIEF OF AIRPORT POLICE
- ASSISTANT CHIEF OF CUSTOMS & QUARANTINE
- ASSISTANT FIRE CHIEF
- ASSISTANT FIRE CHIEF (AIRFIELD)
- ASSISTANT TAX INVESTIGATOR
- CADET
- CHIEF INVESTIGATION AGENT (AG)
- CHIEF MARSHAL
- CHIEF OF AIRPORT POLICE
- CHIEF OF CUSTOMS & QUARANTINE (DEPUTY DIRECTOR)
- CHIEF OF SAFETY & SECURITY OPERATIONS
- CHIEF OF SECURITY
- CHIEF PAROLE OFFICER
- CHIEF PROBATION OFFICER
- COMPLIANCE INSPECTOR I
- COMPLIANCE INSPECTOR II
- COMPLIANCE INSPECTOR III
- COMPLIANCE INSPECTOR SUPERVISOR
- CONSERVATION CAPTAIN
- CONSERVATION LIEUTENANT
- CONSERVATION OFFICER I
- CONSERVATION OFFICER II
- CONSERVATION OFFICER III
- CONSERVATION RECRUIT
- CONSERVATION SERGEANT
- CORRECTION OFFICER I
- CORRECTION OFFICER II
- CORRECTION OFFICER III
- CORRECTION OFFICER SUPERVISOR I
- CORRECTION OFFICER SUPERVISOR II
- CORRECTIONAL FACILITY ASSISTANT SUPERINTENDENT
- CORRECTIONS FACILITY SUPERINTENDENT
- CORRECTIONS RECRUIT
- CRIMINAL INVESTIGATION SUPERVISOR
- CUSTOMS & QUARANTINE OFFICER I
- CUSTOMS & QUARANTINE OFFICER II
- CUSTOMS & QUARANTINE OFFICER III
- CUSTOMS & QUARANTINE OFFICER SUPERVISOR
- CUSTOM & QUARANTINE RECRUIT



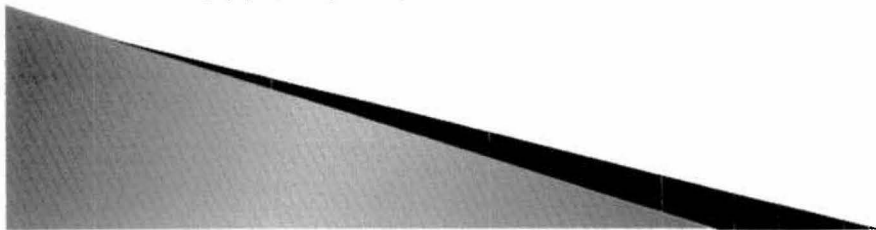
# Law Enforcement Officer (LEO) Pay Plan Positions

- DEPUTY CHIEF MARSHAL
- DEPUTY CHIEF PROBATION OFFICER
- DEPUTY FIRE CHIEF
- DEPUTY MARSHAL I
- DEPUTY MARSHAL II
- DEPUTY MARSHAL III
- DEPUTY MARSHAL RECRUIT
- DEPUTY MARSHAL SUPERVISOR
- DETENTION FACILITY GUARD
- DETENTION FACILITY GUARD LEADER
- DRIVER OPERATOR – AIRFIELD
- FIRE BATALLION CHIEF
- FIRE CAPTAIN
- FIRE CAPTAIN – AIRFIELD
- FIRE CHIEF – AIRFIELD
- FIREFIGHTER (APPRENTICE)
- FIRE SERVICE SPECIALIST
- FIREFIGHTER I
- FIREFIGHTER I – AIRFIELD
- FIREFIGHTER II
- FIREFIGHTER II – AIRFIELD
- FIREFIGHTER RECRUIT
- GUARD
- GUARD SUPERVISOR
- INTERNAL INVESTIGATION AGENT
- INVESTIGATOR I
- INVESTIGATOR II
- INVESTIGATOR III
- INVESTIGATOR IV
- MARSHAL OF COURTS
- PAROLE OFFICER I
- PAROLE OFFICER II
- PAROLE OFFICER III
- POLICE CAPTAIN
- POLICE COMMANDER
- POLICE LIEUTENANT
- POLICE MAJOR
- POLICE OFFICER I
- POLICE OFFICER II
- POLICE OFFICER III



# Law Enforcement Officer (LEO) Pay Plan Positions

- POLICE OFFICER TRAINEE
- POLICE SERGEANT I
- POLICE SERGEANT II
- PORT ASSISTANT POLICE CHIEF
- PORT POLICE CHIEF
- PORT POLICE I
- PORT POLICE II
- PORT POLICE SUPERVISOR
- PROBATION OFFICER I
- PROBATION OFFICER II
- PROBATION OFFICER SUPERVISOR
- SECURITY GUARD (ARMED)
- SECURITY GUARD SUPERVISOR
- SENIOR PROBATION OFFICER
- TERRITORIAL PARK PATROL OFFICER SUPERVISOR
- TERRITORIAL PARK PATROL OFFICER I
- TERRITORIAL PARK PATROL OFFICER II
- TERRITORIAL PARK PATROL RECRUIT
- TERRITORIAL PARK PATROL SUPERINTENDENT
- TAX INVESTIGATOR I
- TAX INVESTIGATOR II
- TAX ENFORCEMENT PROGRAM ADMINISTRATOR
- YOUTH CORRECTION SUPERINTENDENT
- YOUTH SERVICE SUPERVISOR
- YOUTH SERVICE WORKER ASSISTANT
- YOUTH SERVICE WORKER I
- YOUTH SERVICE WORKER II

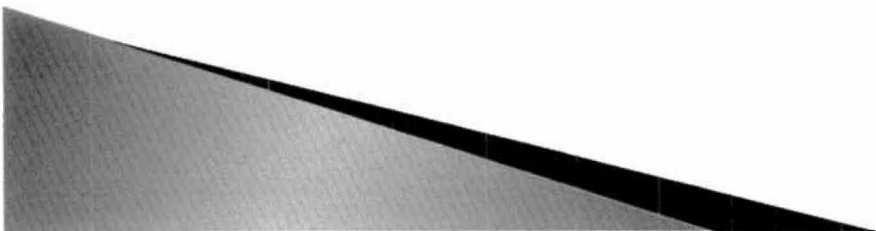


# Attorney Pay Plan (ATTY)



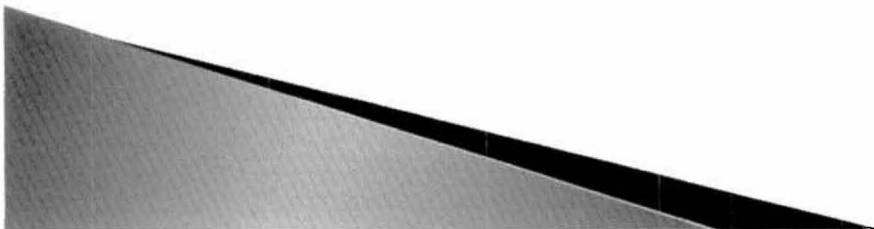
# Attorney Pay Plan (ATTY)

	Min	Step 2	Step 3	MPP	Open Range (Performance Increases)	Max
<b>Chief Deputy Attorney General</b>	\$97,470	\$100,954	\$104,563	\$108,300	<----->	\$129,960
<b>Attorney Level 5</b>	\$85,950	\$89,022	\$92,204	\$95,500	<----->	\$114,600
<b>Attorney Level 4</b>	\$75,780	\$78,489	\$81,294	\$84,200	<----->	\$101,040
<b>Attorney Level 3</b>	\$66,600	\$68,981	\$71,446	\$74,000	<----->	\$88,800
<b>Attorney Level 2</b>	\$57,375	\$59,426	\$61,550	\$63,750	<----->	\$70,125
<b>Attorney Level 1</b>	\$50,825	-	-	\$53,500		\$56,175



# Attorney Pay Plan (ATTY) Positions

- ADMINISTRATIVE COUNSEL (CSC)
- ASSISTANT PRINCIPAL TAX ATTORNEY
- ATTORNEY I
- ATTORNEY II
- ATTORNEY III
- ATTORNEY IV
- ATTORNEY V
- CHIEF DEPUTY ATTORNEY GENERAL
- STAFF ATTORNEY (JUDICIAL)
- TERRITORIAL PRINCIPAL TAX ATTORNEY
- COMPILER OF LAWS
- CHIEF ASSISTANT TO COMPILER OF LAWS
- PUBLIC GUARDIAN
- ETHICS PROSECUTOR



# Attorney Pay Plan (ATTY) Positions

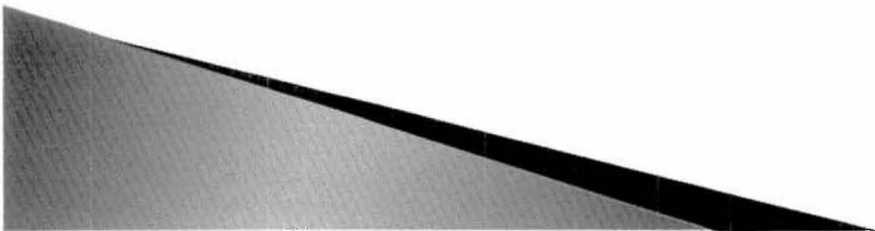
Attorney Level	Years	Description of Work
<b>Attorney Level 5 (Managing Attorney)</b>	<b>8+ years</b>	<p>Able to handle all levels of core assignments of that of a level 1-4 attorney; manages attorneys in a section or manages a legal program. Manages, advises, trains and mentors attorneys, interns, and other employees. Handles internal personnel and administration issues, resource management and case flow, and to an extent, budgetary issues for the division, section or legal program. Provides key input into the development of policies and procedures for the management of the office.</p> <p>Provides management, guidance and mentoring to attorneys and employees in section or program on all matters including complex legal matters. Plays key role in development of Agency strategy, policy and plans for improvement.</p>
<b>Attorney Level 4</b>	<b>8+ years</b>	<p>Handles core assignments at a complex level, and critically analyzes and handles complex legal matters. Responsible for preparing complex cases for litigation, initiating and challenging legal policies; counseling high level client, leadership on complex cases and legal issues.</p> <p>Leads, guides and mentors attorneys on all matters including more complex legal matters; is a resource in specialized matters.</p>

# Attorney Pay Plan (ATTY) Positions

Attorney Level	Years	Description of Work
Attorney Level 3	4-8 years	<p>Handles core assignments at a more complex level and is an expert in one or more areas of law; primary responsibility for development of legal strategy; may provide day-to-day legal advice to elected officials; may advise legislative committees and/or individual legislators to provide written or oral advice and assistance as requested which may include bill drafting advice or appearances before legislative committees as deemed appropriate by the agency head.</p> <p>Provides guidance and mentoring to Level 1 and 2 Attorneys. Conducts in-house training for all attorneys. Provides input to Managing Attorney on Level 1 and 2 Attorneys' development and performance.</p>
Attorney Level 2	2-4 years	<p>Handles a variety of moderate to serious legal matters and ability to resolve moderate cases with general supervision; assist in preparation of more complex legal matters.</p> <p>Provides some guidance and mentoring to Level 1 attorneys, interns, and externs. Provides guidance and mentoring to Level 1 attorneys and at times other Level 2 Attorneys.</p>
Attorney Level 1	0-2 years	<p>Handles basic core assignments: rule making, contracts, document review, client counseling, legal research for higher level Attorneys, basic legal memoranda, legal research and writing for draft briefs, opinion writing, appellate briefs, oral arguments in non-complex cases, settlements, client counseling.</p>

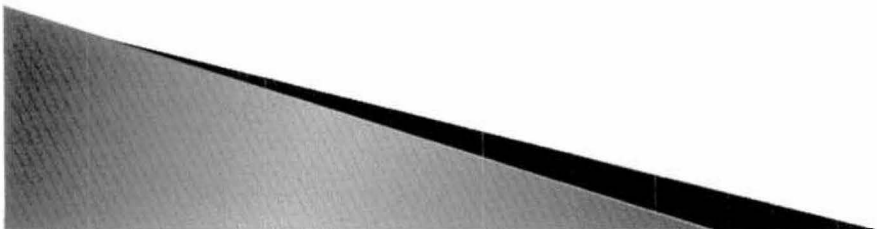
# Attorney Pay Plan (ATTY) Positions

- ▶ Any attorney holding the unclassified position of Chief Deputy Attorney General shall be paid at the appropriate salary as identified in the Attorney Pay Plan.
- ▶ Any attorney holding the unclassified position of the Deputy Attorney General shall earn the salary of an Attorney Level 5.
- ▶ Upon termination of appointment as the Chief Deputy Attorney General or Deputy Attorney General, the attorney shall be reappointed to his former Attorney Level position pursuant to 5 GCA, Chapter 30, §30106 if the attorney original held a classified position prior to the unclassified appointment.
- ▶ Performance pay adjustments for attorneys under classified status shall be in accordance with DOA Implementation Policy, IV. A. Performance pay adjustments for attorneys appointed to the unclassified positions of Chief Deputy Attorney General and Deputy Attorney General shall be in accordance with DOA Implementation Policy, III.B.4 and IV. B.



# Rate of Pay Positions – Elected and Appointed Positions

- There are certain positions for which it is typical market practice not to have a grade and salary range. These are known as “rate of pay” positions.
- These positions are not included in any of the other six pay plans.
- Recommendations for these positions have been developed based on the following:
  - Comparison to 50 States and 4 Territories
  - Analysis of the length of time since the rate of pay was last adjusted for these positions
  - Relativity of pay for these positions within *Gubetnamenton Guahan*
- Based on the above, set out on the following page are the “rate of pay positions.”



# Rate of Pay Positions – Elected and Appointed Positions (cont'd)

Position	Current Pay	New Pay
Governor	\$ 90,000	\$ 110,000
Lieutenant Governor	\$ 85,000	\$ 100,000
Supreme - Chief Justice	\$ 133,000	\$ 138,320
Supreme Court - Associate Justice	\$ 131,000	\$ 136,240
Superior Court - Presiding Judge	\$ 130,000	\$ 135,200
Superior Court - Judge	\$ 116,985	\$ 128,685
Superior Court - Magistrate Judge	\$ 105,287	\$ 109,499
Attorney General	\$ 101,287	\$ 128,685
Public Auditor	\$ 100,000	\$ 105,000
Mayor	\$ 46,062	\$ 55,488
Vice Mayor	\$ 42,264	\$ 49,897



**Felix P. Camacho**  
Governor  
**Michael W. Cruz, M.D.**  
Lieutenant Governor

GOVERNMENT OF GUÅHAN  
(GUBETNAMENTON GUÅHAN)

DEPARTMENT OF ADMINISTRATION  
(DIPATTAMENTON ATMENESTRASION)

**DIRECTOR'S OFFICE**  
(Ufisinan Direktot)  
Post Office Box 884 \* Hagåtña, Guam 96932  
TEL: (671) 475-1101/1250 \* FAX: (671) 477-6788



**Lourdes M. Perez**  
Director  
**Joseph C. Manibusan**  
Deputy Director

## DEPARTMENT OF ADMINISTRATION

### GUBETNAMENTON GUAHAN COMPENSATION STUDY IMPLEMENTATION

#### POLICIES AND PROCEDURES

The following policies and procedures are established to regulate the implementation and administration of the *Gubetnamenton Guahan Competitive Wage Act of 2011*, effective Fiscal Year 2011, pursuant to Public Law 30-196, Chapter XI, Miscellaneous Appropriations, Section 7.

These policies and procedures, and attachments 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.

These guidelines are consistent with the new Compensation Philosophy as recommended by Hay Group Inc., which provides the framework and serves as the foundation for the salary administration of *Gubetnamenton Guahan* positions. The new Compensation Philosophy as recommended by Hay Group Inc. follows the principles of fairness and equity for the same or similar work and provides a level of flexibility to meet the needs of departments and agencies with respect to recruitment and retention issues and overall performance management following sound fiscal discipline.

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

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



Note: "Rate of Pay" positions include as the Governor, Lieutenant Governor and Judges, Attorney General, Public Auditors, Mayors and Vice Mayors. "Rate of Pay" position means that it shall not have a Grade or Salary Range.

**Note: REFER TO COMPENSATION STUDY IMPLEMENTATION POLICIES AND PROCEDURES ATTACHMENT FOR THE COMPENSATION PHILOSOPHY, SPECIFIC PLAN DETAILS, AND POSITIONS COVERED UNDER EACH PLAN.**

## **Transition to the New Pay Plans and Rates of Pay**

### **I. Coverage:**

- A. The *Gubetnamenton Guahan* Competitive Wage Act of 2011 shall apply to all positions, officers and employees, classified and unclassified (where specified), inclusive of the Executive and Judicial Branches, autonomous and semi-autonomous agencies, public corporations, and other public instrumentalities of *Gubetnamenton Guahan*.
- B. The salaries of the Governor and Lieutenant Governor shall be reviewed and recommended by the Director of Administration.
- C. The salaries of the Mayors, Vice Mayors, the Public Auditor, and the Attorney General of *Guahan* 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.

#### **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. Incumbents whose salaries are slotted between step 2 and midpoint or market policy position shall be slotted closest to but not less than, with a possibility of an implementation step as identified in Section II, A 2 (with the exception of those incumbents covered on the LEO and EDU Pay Plans shall be slotted at the step closest to but not less than their current base salary). Incumbents whose salaries exceed midpoint of their ranges shall retain their current rates of pay upon implementation. Incumbents whose salaries exceed the maximum of their respective range shall retain their

current rates of pay upon implementation. 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, the incumbents shall maintain their current pay grades. All new hires shall utilize the new pay grades with the exception of those eligible for re-employment.*

- 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). Salaries for those positions shall be administered at a higher pay grade identified with a parenthesis ().
- e. Certification 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 certification pay, thereafter recruitment and retention policies in place shall be repealed.

**EMT – A Pay Differential (currently Title 4 GCA, Ch. 6, §6223)** - Upon implementation, incumbents receiving certification pay based on this subsection shall not be slotted with their certification pay.

- f. Attorneys:

Upon implementation attorneys shall be slotted at their current attorney levels within the new pay structure. A reclassification review shall be conducted to properly classify incumbent attorneys. The Department of Administration shall be responsible for conducting this review and making recommendations for reclassifications to the appropriate department / agency heads.

2. **Implementation Step**: A one-step adjustment after initial slotting shall be granted in the appropriate category as identified below:

- a. At Minimum: No adjustment for incumbents who receive equal or more than a 3.8% increase upon initial slotting. For incumbents receiving less than a 3.8% pay adjustment upon initial slotting shall move to the next higher step.

**Example: Slotted to Steps.**

Employee "A-1" is a Personnel Officer, currently at Step 7 of Pay Grade L, \$35,802. The initial slotting consideration shall therefore be at Step 1 of Pay Grade L, \$37,100 on the General Pay Plan (GPP). Employee "A-1" received a 3.63% increase and is entitled to an implementation step to Step 2, Pay Grade L, \$38,506.

- b. Between Step 2 to Step 6 (Step 3 for Attorney Pay Plan): All incumbents shall move to the next higher step after initial slotting if increase is less than 3.8%.

**Example: Slotted to Steps.**

Employee "A-1" is a Personnel Officer, currently at Step 9 of Pay Grade L, \$38,454. The initial slotting consideration shall therefore be at Step 2 of Pay Grade L, \$38,506 on the General Pay Plan (GPP). Employee "A-1" received a .14% increase and is entitled to an implementation step to Step 3, Pay Grade L, \$39,965.

- c. At the Range (Inclusive of Midpoint or Market Policy Position): No implementation step.
- d. At or above Maximum: No implementation step.
- e. Market Premium Position: No implementation step.

*Note: The guidelines above are applicable only to those positions which fall under the GPP. Positions which fall under the EDU, LEO, 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.*

3. **Salary Increment Conversion (A):** Incumbents who have received or are due salary increments between 10/01/2009 and 09/30/2010 shall be converted to a one-year waiting period, thereafter upon implementation of the new plans.
  - a. Slotted to Steps. Employee "A-1" is a Personnel Officer, currently at Step 9 of Pay Grade L, \$38,454. The initial slotting consideration shall therefore be at Step 2 of Pay Grade L, \$38,506 on the General Pay Plan (GPP). Employee "A-1" received a 0.14% increase and is entitled to an implementation step to Step 3, Pay Grade L, \$39,965. Prior to implementation his salary increment was received on December 22, 2009 to Step 9 based on an 18-month waiting period. The next salary increment to Step 4 shall now be due on December 22, 2010 based on the new 12-month waiting period.
  - b. Placed into Ranges. Employee "A-2" is a Personnel Officer, currently at Step 15 of Pay Grade L, \$47,246. The initial slotting consideration shall therefore be in the **RANGE** of Pay Grade L, \$47,246 on the GPP. Prior to implementation his salary increment was received on March 23, 2010 to Step 15 based on a 24-month waiting period. The next pay adjustment of either 3% or 5% shall now be due on March 23, 2011 based on the new 12-month waiting period.
  - c. Slotted Above the Maximum. Employee "A-3" is an Automotive Mechanic I, currently at Step 19 of Pay Grade H, \$40,835. The initial slotting consideration shall be **BEYOND THE MAXIMUM** of Pay Grade H on the GPP. Prior to implementation his salary increment was received on November 19, 2009 to Step 19 based on a 24-month waiting period. Employee "A-3" shall remain status quo at \$40,835 until his next scheduled evaluation on November 19, 2010 at which time he may receive a lump sum payment of either 3% or 5% of his base salary.
4. **Salary Increment Conversion (B):** Upon implementation of the new pay plans, incumbents whose salary increments are due between 10/01/2010 and 09/30/2011 shall retain and receive their increment based on a satisfactory or higher rating as scheduled and converted to a one-year waiting period thereafter.

- a. Slotted to Steps. Employee "B-1" is a Personnel Officer, currently at Step 9 of Pay Grade L, \$38,454. The initial slotting consideration shall therefore be at Step 2 of Pay Grade L, \$38,506 of the GPP. Employee "B-1" received a 0.14% increase and is entitled to an implementation step to Step 3, Pay Grade L, \$39,965. Prior to implementation his salary increment was received on March 22, 2009 to Step 9 based on an 18-month waiting period. His next increment to Step 4 of Pay Grade L is due on November 22, 2010 and shall continue on a 12-month waiting period thereafter.
- b. Placed into Ranges. Employee "B-2" is a Personnel Officer, currently at Step 15 of Pay Grade L, \$47,246. The initial slotting consideration shall therefore be in the **RANGE** of Pay Grade L, \$47,246 on the GPP. Prior to implementation his salary increment was received on March 23, 2010 to Step 15 based on a 24-month waiting period. The next pay adjustment of either 3% or 5% shall now be due on March 23, 2011 based on the new 12-month waiting period.
- c. Slotted Above the Maximum. Employee "B-3" is an Automotive Mechanic I, currently at Step 19 of Pay Grade H, \$40,835. The initial slotting consideration shall be **BEYOND THE MAXIMUM** of Pay Grade H on the GPP. Prior to implementation his salary increment was received on June 19, 2009 to Step 19 based on a 24-month waiting period. Employee "B-3" shall remain status quo at \$40,835 until his next scheduled evaluation on June 19, 2011 at which time he may receive a lump sum payment of either 3% or 5% of his base salary.

**B. Unclassified Employees:**

**1. Department/Agency Heads and Elected Officials**

- a. Incumbents shall be slotted at the step in the grade assignment closest to and not less than the rate of pay in effect as of Fiscal Year 2011. For incumbents whose salaries exceed midpoint and maximum of their ranges, shall retain their current rates of pay upon implementation.
- b. Incumbents currently earning below the minimum of the range shall be slotted at Step 1 upon implementation.

**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 *Gubetnamenton Guahan* Competitive Wage Act of 2011 unless mutually agreed upon by all parties through an amended contract.

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 the rate of pay in effect as of Fiscal Year 2011. For incumbents whose salaries exceed midpoint and maximum of their ranges, shall retain their current rates of pay upon implementation.
- b. Incumbents currently earning below the minimum of the range shall be slotted at Step 1 upon implementation.

4. **All Other Unclassified Employees**

- a. The slotting of incumbents into the new pay plans shall be closest to and not less than the rate of pay in effect in Fiscal Year 2011.
- b. For incumbents whose salaries exceed midpoint and maximum of their ranges, shall retain their current rates of pay upon implementation.

*Note: Henceforth, in order to maintain the integrity of all the pay structures, all subsequent pay adjustments cannot be below the minimum of the target pay ranges.*

**III. New Appointments:**

**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. However, the appointing authority or the head of an agency, department or public corporation listed in 4 GCA §4105(a) may hire a new employee anywhere between the minimum and midpoint or market policy position of the respective pay grades taking into consideration the following criteria:
  - a. Applicant's education, training and/or work experience

related to the position;

- b. Specialized/technical training and/or experience related to the position;
  - c. Internal equity – agency average of actual pay for same class; the employee's current salary and pay levels of other employees in the same class being filled; average pay for same class outside of agency; and recruiting problems associated with filling the position.
2. Hiring above midpoint must be approved by the appropriate governing authority (i.e. Director of Administration, Boards and Commissions).
  3. An agency head or designee shall not increase salaries of existing employees if the hiring rate of a new employee creates salary inequities with existing employees.

**B. Unclassified Positions:**

1. **Department/Agency Heads and Elected Officials**

The Executive Pay Plan shall be utilized to determine compensation for new appointments from Step 1 to Midpoint for these positions subject to criteria established by the Office of the Governor. Further adjustments beyond Midpoint shall require a performance evaluation pursuant to Section IV for unclassified employees, at the discretion of the appointing authority.

2. **Contractual Appointments**

The Director of Administration and 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**

- a. 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. However, the appointing authority or the head of any agency, department or public corporation listed in 4 GCA §4105(a) may hire a new employee anywhere between the minimum and midpoint or market policy position of the respective pay grades taking into consideration the following criteria:

- i. Applicant's education, training and/or work experience related to the position;
  - ii. Specialized/technical training and/or experience related to the position;
  - iii. Internal equity – agency average of actual pay for same class; the employee's current salary and pay levels of other employees in the same class being filled; average pay for same class outside of agency; and recruiting problems associated with filling the position.
- b. Any agency head or designee shall not increase salaries of existing employees if the hiring rate of a new employee creates salary inequities with existing employees.

4. **All Other Unclassified Positions**

- a. All other unclassified positions not addressed above may be hired, (or receive a pay adjustment after hire) between the minimum and the midpoint of the assigned pay grade at the discretion of the appointing authority.
- b. The midpoint or market policy position shall be the maximum step for slotting. Further adjustments beyond Midpoint shall require a performance evaluation pursuant to Section IV for unclassified employees, at the discretion of the appointing authority.

**IV. Performance Based Pay Adjustments**

**A. Classified Employees**

- 1. Every classified employee within the GPP, LEO, NPP, EDU and ATTY plans shall be compensated based on satisfactory or outstanding performance. Employees shall be entitled to a one-step salary increment between Steps 1 through 4, Steps 1 through 7, and Steps 1 through 13 in the appropriate pay plan after twelve (12) months of satisfactory or outstanding performance. In addition, employees on the GPP, NPP, LEO, and EDU plans who are slotted between Steps 1 through 7, and those on the ATTY plan who are slotted between Steps 1 through 4, and who receive an outstanding performance evaluation shall be paid a 1.2% lump sum payment calculated from the salary of the earned



increment. Employees who are on the LEO/EDU from Steps 7 through 13 and receive an outstanding performance evaluation shall receive a 1.9% lump sum payment calculated from the salary of the earned increment. Employees beyond the midpoint and within the maximum range shall be entitled to a pay adjustment of a 3% increase for a satisfactory rating and a 5% increase for an outstanding rating after twelve (12) months of performance added to their base salary.

2. Every classified employee between the midpoint and the maximum of the range shall receive a pay adjustment of 3% or 5% based on a satisfactory or outstanding performance evaluation respectively.
3. Every classified employee who is slotted at the time of implementation beyond the maximum of the range shall be entitled to a lump sum payment of 3% of their base salary for a satisfactory rating and a 5% of their base salary for an outstanding rating after 12 months of performance when due. All other classified employees who reach the maximum rate thereafter, shall receive a lump sum payment and/or pay adjustment equivalent to 3% of their current salary rate for a satisfactory rating and a 5% of their current salary rate for an outstanding rating after 12 months of performance. When a pay adjustment is effectuated and results in exceeding the maximum salary range, the employee shall be slotted to the maximum salary of the target position with the difference being paid as a lump sum.

#### **B. Unclassified Employees**

1. Annual increments beyond Midpoint shall require a performance evaluation pursuant to Section IV (A), Subsections 1 and 2 above, at the discretion of the appointing authority.

**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 Hay plans that do not have pay grades (i.e. EDU and ATTY plans).

- A. **Step to Step 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.

1. Example: A Management Analyst III at pay grade M, Step 4 at \$45,573 accepts a promotion to a Management Analyst IV at pay grade N. Calculation of the employee's salary plus the two steps shall be \$49,092. Slotting shall result at pay grade N, step 4 at \$50,328.
- B. **Range to Range Promotion:** In a promotion, the incumbent's salary shall be slotted within the target pay range plus 10%.
1. Example: A Management Analyst III at pay grade M, in the range at \$52,482 accepts a promotion to a Management Analyst IV at pay grade N. Calculation of the employee's salary plus 10% shall be \$57,730. Slotting shall result at pay grade N, in the range at \$57,730.
- C. **Step to Range Promotion:** In a promotion, the incumbent's salary shall be slotted within the target pay range plus 10%.
1. Example: A License Officer I at pay grade G, step 7(midpoint) \$30,911 accepts a promotion to a Revenue Officer I at pay grade H. Calculation of the employee's salary plus 10% shall be \$34,002. Slotting shall result at pay grade H, in the range at \$34,002.
- D. **Max to Max Promotion:** In a promotion, the incumbent's salary shall be slotted at the calculated pay range of their current salary plus 10%.
1. Example: A Police Officer I at pay grade I-LEO, at a Maximum salary of \$43,465 accepts a promotion to Police Officer II at pay grade a J-LEO. The Maximum salary of J-LEO is \$47,443 Calculation of the employee's salary plus 10% shall be \$47,812. Slotting shall result in a salary of \$47,812 in pay grade J-LEO which is above the Maximum.
- E. **Above Maximum to Above Maximum Promotion:** Incumbents who are above Maximum when a promotion is effectuated and their current salary is greater than the Maximum of the new salary range, they shall maintain their current salary.
1. Example: A Police Officer I at pay grade I-LEO, at a salary of \$48,983 accepts a promotion to Police Officer II at pay grade of J-LEO. The Maximum of J-LEO is \$47,443. The incumbent shall be slotted with their current salary of \$48,983.

F. **Range to Max (or above Max) Promotion:** In a promotion, the incumbent's salary may be slotted at the Maximum of the target pay range, or higher. When a promotion is effectuated and results in exceeding the maximum salary range, the employee shall be slotted with their current salary plus 10%.

1. Example: A Plumber II at pay grade I, at a salary of \$42,680 accepts a promotion to a Plumber Leader at pay grade J. Calculation of the employee's salary plus 10% shall be \$46,948. The Maximum salary of pay grade J is \$46,614. The employee shall be slotted at \$46,948 in the new salary range.

G. **Range to Step Promotion:** In a promotion, the incumbent's salary plus 10% shall be slotted within the target pay range in the step that is closest to but not less than the calculated salary.

1. Example: An Engineer Technician II at pay grade J, at a salary of \$40,010 accepts a promotion to an Engineer I at pay grade L. Calculation of the employee's salary plus 10% shall be \$44,011. Slotting shall result in the salary of grade L step 6, \$44,682.

*Note: A promotion may actually result in either a greater or less than 10% increase in pay due to slotting. "Range to Range" and "Step to Range" slotting may not be possible when moving to the LEO and EDU plans.*

## VI. Demotion

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

A. **Step to Step Demotion:** In a demotion, the incumbent's salary shall be slotted within the target pay range at not more than their current salary.

1. Example: A Management Analyst III at pay grade M, Step 4 at \$45,573 accepts a voluntary demotion to a Management Analyst II at pay grade L. Slotting shall result at pay grade L, step 6 at \$44,682.

B. **Range to Range Demotion:** In a demotion, the incumbent's salary shall be slotted at the calculated pay range of their current salary minus 3%.

1. Example: A Management Analyst III at pay grade M, in the range at \$52,482 accepts a voluntary demotion to a Management Analyst II at pay grade L. Calculation of the employee's salary minus 3% shall be \$50,908. Slotting shall result at pay grade L, in the range at \$50,908.
- C. **Step to Range Demotion:** In a demotion, the incumbent's salary shall be slotted at the calculated pay range of their current salary minus 3%.
1. Example: A Management Analyst IV at pay grade N, step 6 \$54,214 accepts a voluntary demotion to a Management Analyst II at pay grade L. Calculation of the employee's salary minus 3% shall be \$52,588. Slotting shall result at pay grade L, in the range at \$52,588.
- D. **Max to Above Max Demotion:** In a demotion, the incumbent's salary shall be slotted at the calculated pay range of their current salary minus 3%.
1. Example: A Management Analyst IV at pay grade N, at Maximum salary of \$67,522 accepts a voluntary demotion to a Management Analyst II at pay grade L. Calculation of the employee's salary minus 3% shall be \$65,496. Slotting shall result at a salary of pay grade L, \$65,496. This slotting is above Maximum of the new pay range.
- E. **Range to Above Max Demotion:** In a demotion, the incumbent's salary shall be slotted at the calculated pay range of their current salary minus 3%.
1. Example: A Management Analyst IV at pay grade N, at Range salary of \$59,644 accepts a voluntary demotion to a Management Analyst II at pay grade L. Calculation of the employee's salary minus 3% shall be \$57,855. Slotting shall result with a salary of pay grade L, \$57,855. This slotting is above Maximum of the new pay range.
- F. **Range to Step Demotion:** In a demotion, the incumbent's salary shall be slotted at the step within the target pay range minus 3%, closest to and not more than the calculated salary.
1. Example: A Management Analyst III at pay grade M, at Range salary of \$52,482 accepts a voluntary demotion to an Investigator I at pay grade K-LEO. Calculation of the employee's salary minus 3% shall be \$50,908. Slotting shall

result at Step 12 (\$50,441) of the LEO pay plan which is closest to, but not more than the calculated reduction.

*Note: A demotion may actually result in either a greater or less than 3% decrease in pay due to slotting. "Range to Range" and "Step to Range" slotting may not be possible when moving to the LEO and EDU plans.*

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

- A. **Step to Step:** In an involuntary demotion, the incumbent's salary shall be reduced at least one step and no more than two steps (at the discretion of the appointing authority) within their current pay range and then slotted closest to but not more than the salary within the target pay range.
1. Example: A Management Analyst III at pay grade M, Step 5 at \$47,300 is involuntarily demoted to a Management Analyst II at pay grade L. Move one step down in current pay grade M at Step 4 at \$45,573. You then slot to pay grade L, step 6 at \$44,682.
  2. Example: A Management Analyst III at pay grade M, Step 5 at \$47,300 is involuntarily demoted to a Management Analyst II at pay grade L. Move two steps down in current pay grade M at Step 3 at \$43,910. You then slot to pay grade L, step 5 at \$43,051.
- B. **Range to Range:** In an involuntary demotion, the incumbent's salary shall be slotted within the target pay range minus 7% or 10%.
1. Example: A Management Analyst III at pay grade M, in the range at \$52,482 is involuntarily demoted to a Management Analyst II at pay grade L. Calculation of the employee's salary minus 7% shall be \$48,808. Slotting shall result at pay grade L, in the range at \$48,808.
- C. **Step to Range:** In an involuntary demotion, the incumbent's salary shall be slotted within the target pay range minus 7% or 10%.
1. Example: A Management Analyst IV at pay grade N, step 6 \$54,214 is involuntarily demoted to a Management Analyst II at pay grade L. Calculation of the employee's salary minus 10% shall be \$48,793. Slotting shall result at pay grade L, in the range at \$48,793.

D. **Max to Max:** In an involuntary demotion, the incumbent's salary shall be slotted at the Maximum of the target pay range.

1. Example: A Management Analyst IV at pay grade N, at Maximum salary of \$67,522 is involuntarily demoted to a Management Analyst II at pay grade L. Calculation of the employee's salary minus 7% shall be \$62,795. Slotting shall result in the Maximum salary of pay grade L at \$55,650.

E. **Range to Max:** In an involuntary demotion, the incumbent's salary shall be slotted at the Maximum of the target pay range.

1. Example: A Personnel Specialist IV at pay grade O, within the range at a salary of \$67,985 is involuntarily demoted to a Management Analyst II at pay grade L. Calculation of the employee's salary minus 10% shall be \$61,187. Slotting shall result in the Maximum salary of pay grade L at \$55,650.

*Note: An involuntary demotion may actually result in either a greater or less than 7 or 10% decrease in pay due to slotting. "Range to Range" and "Step to Range" slotting may not be possible when moving to the LEO and EDU plans.*

## VII. Transfers – Hay Pay Plan

### A. General Pay Plan (GPP) Transfers:

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

### B. Different Pay Plan (LEO, 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 Non-Hay Pay Plans**

### **A. Transfers**

1. Transfers from non-Hay pay plans shall be straight slotted (closest to and not less than) or placed into the assigned grades and ranges of positions within the Hay plans.
2. Section III of this policy may be considered in slotting or placing an incumbent as stated above.

## **IX. Salary Protection Due to a 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.

### **A. Compensation Following a Service-Connected Disability (Medical Condition)**

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 *Gubetnamenton Guahan* who were in good standing at the time of resignation 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, Section II 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, Section II 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 30 consecutive calendar days in a detail.
- B. Employees detailed to an unclassified position may be compensated between Step 1 and Midpoint at the discretion of the appointing authority. If an incumbent's salary is above the midpoint of the detail position, 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 the salary paid the director or deputy head's position for that department or the other non-classified positions, 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 Rule 5.012(B) of the Department of Administration's Personnel Rules and Regulations.
1. The salary in the new grade that is closest to and not more than the incumbent's salary shall be identified as the incumbent's step in the new pay grade.
  2. Implementation of the reclassification in terms of position title shall be made upon approval of the reclassification determination by the appropriate officials.
  3. The incumbent of the position designated for downgrade shall not have his current salary reduced. Salary adjustment in the reclassified position shall be suspended until the incumbent's salary increment in the new grade is granted.

4. The salary increment anniversary date before the reclassification determination shall be used to determine the appropriate salary increment date in the new pay grade.

## **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**

- 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. If slotting is into the "range" or above maximum of the new pay grade, the previous salary shall be retained.
- 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 incumbents' salary increment in the new grade are granted. If slotting is into the "range", the previous salary shall be retained. If slotting is above maximum, the incumbent's salary shall be slotted at the maximum of the target pay range.

## **XVII. General Provisions Relating to Salary Increment Increases**

- A. Salary increment increases shall be granted through the Compensation Policy.
- 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.
- 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.
9. Other situations as may be determined by the Director of Administration.

E. Creditable Service Upon Re-Employment:

Permanent classified employees who leave *Gubetnamenton Guahan* 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 pay adjustment pursuant to the following:

- A. Within Steps: A one step pay adjustment.
- B. Within the Range: A 3.8% pay adjustment added to the base salary. When a pay adjustment is effectuated and results in exceeding the

maximum salary range, the employee shall be slotted to the maximum salary of the target position with the difference being paid as a lump sum.

- C. At Max: A 3.8% lump sum payment of the base salary.