



**University of Guam**  
**Unibetsedåt Guahan**  
**BOARD OF REGENTS**

**RESOLUTION NO. 03-08**  
**RELATIVE TO ADOPTING FURLOUGH AND LAYOFF POLICY**  
**AND APPROVING PROCEDURES FOR FURLOUGHS AND LAYOFFS**  
**FOR THE UNIVERSITY OF GUAM**

**WHEREAS**, the *Personnel Rules & Regulations for Classified Service Employees (PR&R)* at the University of Guam was last adopted in January 1984; and

**WHEREAS**, the *PR&R* is currently being amended and updated and the recent draft proposal of the *PR&R* must still be reviewed by Staff Council; and

**WHEREAS**, the financial instability caused by the continued cash shortfalls in allotment payments to the University by the Department of Administration may necessitate furloughing such as the current 32 hour work week beyond that authorized by Public Law 27-04; and

**WHEREAS**, the University does not have any furlough or lay-off policies or procedures in place; and

**WHEREAS**, the attached Classified Service Employee Furlough Procedures, including a policy, have been patterned after those approved by the Civil Service Commission for the Department of Administration and also includes the amendments for furlough in Public Law 27-05; and

**WHEREAS**, the attached Classified Service Employee Lay-off Procedures, including a policy, have been patterned after those approved by the Civil Service Commission for the Department of Administration and also includes the amendments for layoff in Public Law 27-05; and

**WHEREAS**, the Academic, Personnel and Tenure Committee of the Board of Regents has reviewed such policies and procedures and recommends their approval and adoption, respectively.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Regents hereby adopts the attached Classified Service Employee Furlough and Lay-off policies and approves the procedures, effective immediately.

**BE IT FURTHER RESOLVED**, that when the *PR&R for Classified Service Employees* is adopted, the Classified Service Employee Furlough Procedures shall be designated Appendix H and the Classified Service Employee Lay-off Procedures shall be designated Appendix B.

Adopted this 22nd of May, 2003

  
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Ronald Leach, Chairman

ATTESTED:

  
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Harold L. Allen, Executive Secretary

# UNIVERSITY OF GUAM CLASSIFIED SERVICE EMPLOYEE FURLOUGH PROCEDURES

## PURPOSE

To establish Furlough procedures as an option for the University of Guam to cut administrative and personnel costs and continue to provide vital public service to the people of Guam. In addition, furlough procedures shall be administered and coordinated with procedures for classified service employee layoff, priority placement, outside employment, and leave without pay policy. The Board may revise, change or add to the following policy and procedure, as appropriate.

## STATEMENT OF POLICY

It is the policy of the University of Guam to resort to employee furlough, only when necessary, to avoid layoff of employees and to ensure that the University meets its commitment to the people of Guam in the area of higher education. This procedure will be used only after all reasonable efforts have been explored by the administration to cut operating costs.

### A. *DEFINITION*

A furlough action is the placement of an employee in a temporary non-duty and non-pay status on a continuous basis (for example 10 consecutive days), or a non-continuous basis (for example one day a week). A furlough is not a layoff or reduction in force action.

### B. *REASONS FOR FURLOUGH*

Furlough is caused by any one of the following reasons:

1. Lack of work.
2. Shortage of funds.
3. Insufficient personnel authorization.
4. Reorganization.
5. Reclassification of an employee's position due to erosion of duties when such action will take effect after a formal announcement of a reduction in force.

**C. TIME LIMIT**

The appointing authority, as defined in 17 GCA §16108 may furlough an employee for a period of time listed below:

1. One to thirty (1 to 30) consecutive days on a continuous basis, or 22 work days if done on a non-continuous basis.
2. More than 30 consecutive days, or more than 22 work days to a maximum of one year. The one-year limit begins the day after the notice period ends and when the furlough begins.

**D. VOLUNTARY FURLOUGH**

Classified service employees who are interested in taking leave of absence without pay will be encouraged to voluntarily apply for a furlough. This opportunity is especially beneficial to employees who have outside part-time employment. Employees who volunteer for furlough, for a period not to exceed one year, will be allowed to work increased hours at their outside employment without regard to the scheduled hours of work with the University of Guam.

**E. INVOLUNTARY FURLOUGH**

Where budget constraints are crucial, the appointing authority may resort to involuntary furloughs after it has been decided that the voluntary furlough has not meet the necessary cost reduction. Furloughed employees shall be furloughed, based on retention points, for the time limits authorized above. Furlough will be used to the maximum extent possible in order to reduce the necessity for layoffs. If applicable, the administration should work with the employee unions to explore all reasonable avenues to avert layoffs, and provide notice as required by law and/or any applicable collective bargaining agreement.

**F. RESTRICTIONS**

An appointing authority may not:

1. furlough any employee it does not intend to recall to duty in the same position within one year; or
2. separate an employee through layoff while an employee with lower retention points in the same competitive level is on furlough.

## G. **FURLOUGH IMPACT ON EMPLOYMENT BENEFITS**

Employees on furlough, voluntary or involuntary, will be covered for health benefits based on the following conditions:

1. The University of Guam will pay for both government and employee contributions during any period of furlough only when the employee is certified to have family income at or below the Department of Public Health and Social Services, Medically Indigent Program Income Eligibility Level for the specific household size.
2. Employees with some form of income (e.g., spouse's income, part-time or full-time job, etc.) during the furlough period shall be required to pay for the employee's contribution portion only, of the health plan premium provided this income is greater than the Department of Public Health and Social Services, Medically Indigent Program Income Eligibility Level for the specific household size.
3. Otherwise furloughed employees have the option of paying both the government and employee contributions for the group health plan during the furlough period.

Employees who wish to continue their life insurance benefits will be required to pay for the premium for supplemental plans only. The employee will continue to be fully covered for the basic life insurance while on furlough.

## H. **FURLOUGH RETENTION RIGHTS**

1. **Release by Furlough.** The action to release an employee scheduled for a furlough must be consistent with established layoff procedures. The University may furlough an employee under the layoff provisions only if the employee has no right of assignment or refuses an offer of assignment. A furloughed employee who accepts another offer of assignment, becomes the incumbent of the offered position unless the employee accepts an offer of recall to the position from which furloughed.
2. **Assignment Rights.** In determining whether a furloughed employee has assignment rights to another position, it is important for the University to consider whether the offer would result in undue disruption to the organization. Since a furlough anticipates an employee's recall to the same position, the college or division head should consider whether undue disruption would result from the displacement of a lower-standing employee, and from the recall of both employees to their positions of record at the end of the furlough period. The assignment right does not apply when all employees in the University are furloughed at the same time, or on the same basis. For example, if all employees in the University of Guam were furloughed one day a week (either the same day or different days) on a non-continuous basis for 28 weeks, none of the employees would have a right of

assignment to another position. If only some of the employees were furloughed one day a week for 28 weeks, and other employees were not furloughed, the furloughed employees would have a right of assignment to positions held by employees with lower retention standing, and not affected by the furlough only if there was no undue disruption.

#### **I. *RECALL FROM FURLOUGH***

If all employees furloughed from a competitive level cannot be recalled at the same time, the employees must be recalled according to their retention points beginning with the highest-standing employee.

#### **J. *SEPARATION IN LIEU OF RECALL***

1. **No Recall.** If the situation changes and the appointing authority determines that a furloughed employee cannot be recalled within the one year period, the employee must be separated unless the employee accepted an offer of assignment to another position. If some, but not all furloughed employees in a competitive level must be separated, employees are selected for separation by retention standing points beginning with the lowest-standing employee. A new layoff notice of separation must be given to the furloughed employee at least 60 days prior to the end of the one-year furlough period. The separation of a furloughed employee is a new layoff action. Separated employees are entitled to the same rights as those employees separated through regular layoff procedures.
2. **Failure to Return.** If a furloughed employee refuses or does not respond to a notice to return to duty, the appointing authority may separate the employee by layoff effective on the specified date of recall. A new layoff notice of separation is not required.

#### **K. *PROCEDURES***

When the administration determines that a furlough is necessary, the following procedures apply:

1. A written general notice of at least thirty (30) days that a furlough is planned must be issued to all employees (whether or not identified for furlough) in the University. The notice must include the following information:
  - a. The date the furlough will commence.
  - b. The period of furlough (i.e., 1-30 days continuous, 22 or more days non-continuous, or a maximum of one year).

- c. Employees may volunteer to be furloughed.
  - d. Loss of some employment benefits for furloughed employees.
  - e. Employees under furlough are not restricted from seeking other employment during the furlough period. Those employees who already have part-time jobs while employed with the government, may opt to increase their hours of work up to a full-time basis during the furlough period.
  - f. Furloughed employees must report to work when recalled to duty.
  - g. Furlough will be conducted in accordance with employees' retention standing points.
  - h. Furloughed employees have the right to appeal to the Civil Service Commission.
2. Encourage the use of voluntary furlough to the extent reasonably possible before implementing involuntary furlough.
  3. Coordinate with the University of Guam, Human Resources Office, with regard to the feasibility of assigning employees involuntarily furloughed, to ensure fairness in the assignment and that the furlough poses no unnecessary disruption to the University's mission.
  4. Those employees who cannot be assigned to other positions within the University will receive an individual, written "Notice of Furlough." This final (or second notice) will also be a thirty (30) day notice and will again include the same information as the first notice. In addition, the furloughed employee shall be:
    - a. encouraged to continue his insurance coverage by personally paying for the premiums.
    - b. informed that his name will be retained in a "recall list" for one year, and must keep current address and telephone number at the Human Resources Office.
    - c. informed that if he fails to provide a current home address on record with his/her the Human Resources Office, will lose recall rights.
    - d. informed that he must respond to the recall notice within seven days of receipt or its attempted delivery, or lose his rights for reemployment.
    - e. notified that he must inform the appointing authority or Human Resources

Office if he becomes unavailable for recall.

- f. provided appeal rights to the Civil Service Commission.

**L. *RECALL***

Employees will be recalled according to need, classification, or ability to do the job based on retention standing points. The recall notice will be sent registered mail, return receipt requested, to the current home address furnished by the employee.

Returning employees will be paid the same salary as before they were furloughed. Any unused sick leave or annual leave accrued prior to the furlough will be reinstated. All employment benefits will be restored at the same rate as before the furlough.

**UNIVERSITY OF GUAM  
CLASSIFIED SERVICE EMPLOYEES PROCEDURES  
FOR LAYOFF, DEMOTION, OR SALARY REDUCTION**

**UOG-100 A. GROUNDINGS FOR LAYOFF**

The appointing authority may, acting in good faith, layoff any employee in the classified service holding a permanent appointment whenever it is necessary because of lack of work, or funds, or to promote efficiency, or in the interest of economy. The appointing authority shall exhaust all reasonable and available alternatives in relocating or reassigning employees before a layoff is initiated.

When a layoff is being planned, the appointing authority shall be required to freeze all non-essential personnel actions on positions substantially similar or closely related to those occupied by employees who are subject to layoff. For example, if the appointing authority decides to layoff an Accountant III, there shall be no recruitment, promotion, transfer, reclassification or related action to be taken on substantially similar or closely related positions such as Accountant I and II, Accounting Technician class series.

**B. DEFINITIONS**

1. **Class or Class of Positions:** The logical and reasonable grouping of duties and responsibilities with respect to the kind or subject matter of work, level of difficulty and responsibility, and qualification requirements of the work to warrant similar treatment in personnel and pay administration. (Examples: Clerk I, Clerk-Typist I, Planner IV, Painter II, Teacher IV, etc., are classes of positions.)
2. **Demotion (Voluntary):** The voluntary movement of an employee from a higher to a lower position with the same or lower salary in the same department/agency in order to retain employment when layoff from his position is forthcoming.
3. **University of Guam Employment Service:** All classified service employment (with pay) at the University of Guam.
4. **Layoff:** The involuntary termination of an employee for other than disciplinary reasons which does not reflect discredit on the service of the employee and includes a reduction-in-force for any of the reasons stated in UOG-100A.
5. **Performance Rating:** The appraisal or evaluation of the work



performance of an employee as required in the Personnel Rules and Regulations.

6. **Position:** The work, consisting of the duties, functions and responsibilities, assignable to an employee.
7. **Reduction in Salary:** The lowering of an employee's salary while continuing to occupy the same position in order to retain employment when layoff from his position is forthcoming and the action is voluntary on the part of the employee.
8. **Transfer (Voluntary):** The voluntary movement of an employee from one position to another in the same or to a different college/unit with the same pay grade and salary and to the same position title or to another position (with the same pay grade and salary) having substantially similar duties and responsibilities and qualification requirements in order to retain employment when layoff from his position is forthcoming.
9. **Transfer and Demotion (Voluntary):** The voluntary movement of an employee from a higher to a lower position and pay grade with the same or lower salary in the same or to a different college/unit in order to retain employment when layoff from his position is forthcoming.
10. **Transfer and Reduction in Salary (Voluntary):** The voluntary movement of an employee from one position to another in the same or to a different college/unit while retaining the same pay grade but to a lower pay step in the salary schedule in order to retain employment when layoff from his position is forthcoming.
11. **Vacancy:** An established, budgeted, and unencumbered position.

**C. COVERAGE**

This procedure covers all classified service employees.

**UOG-105 A. WRITTEN NOTICE**

Any employee, including casual or non-regular employee, in the classified service who is subject to layoff shall be given written notice of at least 30 calendar days prior to effective date of layoff.

1. In situations where for the convenience of the UOG it is necessary to

terminate an employment without giving the 30-calendar day notice, the employee shall be retained in pay status until the notice period shall have run. This provision shall not apply to a person whose employment is terminated for cause.

2. In instances where an employee has been continued in pay status but has been relieved of duties, the employee shall not be given a lump sum payment to which he is entitled for the period of notice but shall, instead, be paid on a biweekly basis and such payment shall continue only so long as the employee certifies under oath that he has not obtained new employment. The obtaining of new employment during the notice period shall constitute a waiver by the employee to any further claim for the pay to which he would otherwise be entitled.
3. An employee must immediately report to the appointing authority the effective date of his new employment obtained during the 30-calendar day notice period. A written certification from his new employer must be presented to the appointing authority, stating the effective date of his new employment.
4. An employee who continues to receive layoff payments from the UOG after becoming newly employed shall reimburse the UOG for all payments received from the effective date of his new employment to the expiration date of the 30-calendar day notice period.
5. The contents of the written notice of layoff shall include the following information:
  - a. The specific layoff action to be taken.
  - b. The effective date of the action.
  - c. The employee's retention standing.
  - d. The place where the employee may inspect the regulations and records pertinent to his case.
  - e. The written notice of layoff must include a provision that the employee has the right to appeal to the Civil Service Commission within 20 calendar days from either the date the notice was received, or the date of release, as provided in UOG-140 on appeal.
6. A copy of the layoff procedures shall be provided to each employee subject to layoff.

**UOG-110 A. ORDER OF LAYOFF**

The order of layoff shall be determined by each appointing authority in accordance with the following formula, and shall be applied on a University wide basis:

1. The appointing authority shall determine which position are subject to layoffs.
2. The appointing authority shall determine the position class(es) (e.g., Clerk-Typist I, II, and III) and the number of positions to be eliminated.
3. Affected employees of the University occupying the same position class(es) shall be released in the following order:
  - a. First - Part-time, short term or seasonal
  - b. Second - Provisional
  - c. Third - Temporary or limited-term
  - d. Fourth - Probationary (initial)
4. If additional layoffs are necessary, all employees not covered under UOG-110(A)(3) shall be subject to layoff based on the following procedures:
  - a. A combination of performance rating and seniority based on actual government of Guam employment service will be utilized in determining the order of layoff. For example, if an appointing authority decides to layoff a Clerk-Typist III, then the performance rating and seniority of service shall be based on the total actual government of Guam employment service, including services held by the employee in other position(s) within the government of Guam.
    1. One point shall be allowed for each complete month of actual government of Guam employment service.
    2. Two points shall be allowed for each satisfactory performance rating on the present position held.
    3. Four points shall be given for each outstanding performance rating on the present position held.
    4. One point shall be allowed for each satisfactory performance rating on all prior position(s) held.

5. Two points shall be allowed for each outstanding performance rating on all prior position(s) held.
  6. An employee, on pay status, who was (is) on in-service training during a performance rating period, who did not receive a performance rating shall be deemed to have performed satisfactorily during this period, provided he or she continuously participated in the in-service training program. Two points shall be given for the rating period in question if the present position was the position held during training, otherwise, only one point shall be given.
- b. Should a tie score occur in determining who shall be retained, the total points shall be broken in the following manner:
1. Each employee shall be awarded one point for each month of service in the class to which the employee has rights.
  2. If a tie still exists, the employee with the earliest date of employment with no break in government of Guam service shall be retained.
  3. If a tie still exists, the employee with the earliest date and time of receipt of employment application shall be retained.

**UOG-115 A. LAYOFF RECORDS**

Each appointing authority shall maintain records of layoff computations and each notice of layoff. A copy of which shall be furnished each employee who has been identified for layoff and the Civil Service Commission.

A copy of the University of Guam's layoff list of positions shall be posted on the University's Human Resources Office bulletin board and accessible to employees.

**UOG-120 A. TRANSFER**

In lieu of layoff, an employee may elect to transfer to another comparable vacant position within the University of Guam for which he is qualified with the same or lower salary, provided that the salary shall not be greater than the maximum step of any pay schedule and provided funds are available.

**UOG-125 A. REDUCTION IN SALARY/DEMOTION**

In lieu of layoff, an employee may elect reduction in salary and/or demotion to a lower vacant position class for which he is qualified, provided funds are available. Employees voluntarily demoted and/or reduced in salary shall retain promotion rights to their former position or salary for a period of two calendar years conditioned upon availability of funds. After two calendar years, subject employee may be given priority consideration upon applying and meeting the current minimum qualification requirements of the position.

When an employee is offered his promotion rights during the two-year calendar period, he is entitled to no further promotion rights if he accepts an offer, rejects an offer, or fails to reply to an offer within five working days following receipt of offer. An acceptance or reply communicated through the postal system will be deemed timely if postmarked within the five day period (it is recommended that the acceptance or reply be sent through certified mail) and if received within 10 calendar days of the postmarked date.

**UOG-130 A. RIGHTS TO OTHER POSITIONS**

If there are no vacant positions available to permit a transfer or voluntary demotion under Rules UOG-120 and 125, or if an employee refuses transfer or demotion, the employee shall have the right to displace (bump) another employee in the same or lower class series with less retention points, as calculated under Rule UOG-110(A)(4) -- (For example a Clerk III may bump a Clerk III, Clerk II, or Clerk I with lesser retention points). A bumped (displaced) employee may then resort to Rules UOG-120(A), UOG-125(A) and UOG-130(A) to determine his layoff status.

If a transfer, demotion, or bumping is unavailable the employee will be subject to layoff, subject to UOG-110(A)(4). Employees have the right to examine the order of layoffs established to determine where he falls with respect to the layoff.

**UOG-135 A. LAYOFF REINSTATEMENT LIST**

Permanent and probationary employees subjected to layoff shall be placed on the department's/unit's Layoff Reinstatement List for the position class involved in the layoff for a period of two calendar years and may be reinstated by the department/unit initiating the layoff. The names of permanent and probationary employees who have been released or voluntarily demoted who have served at least three months of consecutive

satisfactory service shall be placed on the Layoff Reinstatement List for the class of position at the time of layoff in reverse order of layoff. Each person on such a list shall retain eligibility for appointment there from for a period of two calendar years from the date of his layoff. A permanent employee who had been released and is being reinstated in the same department/unit shall have permanent status restored. Probationary employees who are on the Layoff Reinstatement List and are reinstated shall be given full credit for the probationary time already served.

The University Layoff Reinstatement List established as a result of a layoff, shall take priority over the normal reemployment or employment eligibility lists. Employees reinstated to the same class of position held at the time of layoff, shall be paid at the rate to which he is entitled had he remained in service, but that no credit shall be given toward progressive salary step increases within any pay schedule.

When an employee is offered his reinstatement rights during the two-year calendar period, his name shall be removed from the Layoff Reinstatement List, if he accepts a reinstatement, rejects a reinstatement, or fails to reply to an offer of reinstatement within five working days following receipt of offer. An acceptance or reply communicated through the postal system will be deemed timely if postmarked within the five day period (it is recommended that the acceptance or reply be sent through certified mail) and if received within 10 calendar days of the postmarked date.

**UOG-140 A. APPEAL**

An employee who is given a written notice of layoff or who is released pursuant to a layoff, has 20 calendar days to appeal to the Civil Service Commission from the date of receipt of the notice of layoff, or the date released (if no notice was given) when he believes that the appointing authority incorrectly applied the layoff procedure or when the action of the appointing authority was taken in bad faith.

The appeal must be in writing and must state specifically what provisions of the layoff procedures were incorrectly applied, if such is alleged, and/or the reasons or actions constituting bad faith, if bad faith is alleged.

An employee subject to layoff, may appeal only once as a matter of right under either a release or written notice, so that if, prior to release, an employee appeals upon a written notice of layoff, he or she may not appeal again upon being released.