



UNIVERSITY OF GUAM  
UNIBETSEDÁT GUÅHAN  
Board of Regents

Resolution No. 20-14

**RELATIVE TO ADOPTING THE SECOND REVISED UNIVERSITY OF GUAM COVID-19  
RESPONSE DIFFERENTIAL PAY POLICY & PROCEDURES TO REDUCE THE SPREAD OF  
COVID-19**

**WHEREAS**, the University of Guam (UOG) is the primary U.S. Land Grant institution accredited by the Western Association of Schools and Colleges Senior College and University Commission serving the post-secondary needs of the people of Guam and the Western Pacific region;

**WHEREAS**, the governance and well-being of UOG is vested in the Board of Regents (BOR);

**WHEREAS**, on April 5, 2020, the Governor of Guam signed Executive Order 2020-08: Relative to Establishing COVID-19 Differential Pay and Executive Order 2020-09 Relative to Additional Social Isolation Measures;

**WHEREAS**, UOG drafted Policies and Procedures for differential pay and additional social isolation measures in response to COVID-19 based on the recent executive orders signed by the Governor of Guam;

**WHEREAS**, the 35<sup>th</sup> Guam Legislature passed Bill 326-35 (COR) causing a change in the original draft for hazardous pay, double pay, and injury compensation which were duly updated in the First Revised UOG COVID-19 Response Differential Pay Policy & Procedures to Reduce the Spread of COVID-19, dated April 17, 2020;

**WHEREAS**, UOG anticipated that the Governor would sign Bill 326-35 (COR) into law;

**WHEREAS**, on April 23, 2020, the BOR passed Resolution Number 20-13, approving the First Revised UOG COVID-19 Response Differential Pay Policy & Procedures to Reduce the Spread of COVID-19;

**WHEREAS**, on April 27, 2020, the Governor vetoed Bill 326-35 (COR) resulting in the First Revised UOG COVID-19 Response Differential Pay Policy & Procedures to Reduce the Spread of COVID-19 requiring revision to remove the retroactive differential pay to comply with the prohibitions on retroactive pay set forth in 4 G.C.A. §6218.1, and removal of the provisions for double pay for UOG employees who qualify for the hazardous differential pay that was set forth in Bill 326-35 (COR);

**WHEREAS**, the President now seeks approval from the BOR to adopt the Second Revised UOG COVID-19 Response Differential Pay Policy & Procedures to Reduce the Spread of COVID-19 containing the aforementioned revisions; and

**WHEREAS**, these rules and regulations have been reviewed and endorsed by the Administrative Council, and reviewed by the BOR Committees on Academic, Personnel, and Tenure, and Budget, Finance, and Audit, recommends the enclosed documents to the BOR for approval.

**NOW, THEREFORE, BE IT RESOLVED**, the BOR hereby adopts the enclosed Second Amended UOG COVID 19 Response Differential Pay Policy & Procedures to Reduce the Spread of COVID-19.

Adopted this 14<sup>th</sup> day of May, 2020.



\_\_\_\_\_  
Elvin Y. Chiang, Chairperson

**ATTESTED:**



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Thomas W. Krise, Ph.D., Executive Secretary

<b>Policy Name</b>	University of Guam COVID 19 Response Differential Pay Policy & Procedures to Reduce the Spread of COVID-19				
<b>Article No.</b>	II	<b>Article Title</b>	Policies of the UOG Board of Regents		
<b>Approval Authority</b>	Board of Regents (BOR)	<b>Created/Adopted/Effective</b>		<b>Most Recent Review</b>	
<b>Responsible Executive</b>	Secretary of the Board of Regents	<b>Revision Tracking</b>			
<b>Responsible Office</b>	Office of the Secretary of the Board of Regents	<b>Policy/Procedure contact / website where document is maintained</b>	671.735.3000 <a href="mailto:boardJofJregents@triton.uog.edu">boardJofJregents@triton.uog.edu</a> www.PoliciesJProcedures.uog.edu		
<b>Initiation / Review / Consultation / Approval History</b>		BOR Resolution No. 20-14. Replaces BOR Resolution No. 20-13.			

**Section 1. Effective Date**

**1.000. Effective Date.** Notwithstanding any other University of Guam rule, regulation, or procedure, the COVID-19 Response Differential Pay Policy & Procedures to Reduce the Spread of COVID-19 shall be effective as of Sunday, April 5, 2020 in accordance with Executive Order No. 2020-08, and shall remain in effect through the duration of the COVID-19 pandemic emergency that was declared on March 14, 2020 by the Governor of Guam which is hereafter referred to as “Pandemic Emergency.”

**Section 2. COVID-19 Response Differential Pay Policy**

**2.000. Application.** The COVID-19 Response Differential Pay Policy shall be applicable to all University of Guam (UOG) employees regardless of their Fair Labor Standards Act (FLSA) exempt or non-exempt status, and regardless of whether the UOG employees are occupying permanent or limited term appointment positions in the classified or unclassified services. However, the UOG President, Vice-Presidents, and Administrators designated by the UOG Board of Regents are excluded from this differential pay policy except for instances where their assigned duties require an exposure level of risk defined in Categories 1 and 2 as set forth below.

**2.200. COVID-19 Hazardous Pay Differential.** During a public health emergency and in response to COVID-19, any UOG employee who, in the line or scope of his or her employment, constitutes an essential employee within any of the following categories shall be entitled to a COVID-19 hazardous pay differential as follows:

**A. CATEGORY 1.** A twenty-five percent (25%) hazardous pay differential shall be paid to essential UOG employees, who, in the course of their duties are in direct contact or in close physical proximity to a population infected with or reasonably suspected to be infected with COVID-19, and this hazardous pay differential shall be calculated at the rate of the UOG employee’s regular wage plus twenty-five percent (25%) for all periods worked while such conditions exist; or

**B. CATEGORY 2.** A fifteen percent (15%) hazardous pay differential shall be paid to essential UOG employees who, in the course of their duties, may incidentally come into contact with or be in close physical proximity to a population infected with or reasonably suspected to be infected with COVID-19, and this hazardous pay differential shall be calculated at the rate of the UOG employee's regular wage plus fifteen percent (15%) for all periods worked while such conditions exist; or

**C. CATEGORY 3.** A ten percent (10%) hazardous pay differential shall be paid to essential UOG employees whose positions do not allow them to perform Remote Work and who are mandated by UOG's administration to perform their job duties at physical worksites pre-determined by their supervisors to be required for the Government of Guam and UOG's response to the Pandemic Emergency, and this hazardous pay differential shall be calculated at the rate of the UOG employee's regular wage plus ten percent (10%) for all periods worked at such physical worksites.

**D. Multiple Hazardous Pay Differential Prohibited.** No UOG employee shall be entitled to multiple hazardous differential rates of pay for the same period. In the event a UOG employee is entitled to varying types or amounts of hazardous pay differentials, the highest authorized pay differential shall be used.

**E. Injury Compensation.** Regardless of whether a worksite is owned or operated by the Government of Guam or the University of Guam, a UOG employee entitled to a COVID-19 hazardous pay differential under this section shall not be eligible for compensation as provided in 10 G.C.A. §32114.

**2.300. Essential Employees.** The UOG President shall determine which UOG employees are essential under each hazardous pay differential categories set forth in section 2.200 herein, and how such essential employees will report to work in response to the Pandemic Emergency.

**2.400. Retroactive Application.** The COVID-19 Response Differential Pay shall be applied retroactive to March 14, 2020 if a law is enacted authorizing such retroactive pay, and if such a law is enacted, the President may authorize such retroactive pay for the UOG employees who qualify for it.

**2.500. Payment.** The COVID-19 Response Differential Pay shall be paid prospectively after these rules are passed.

### **Section 3. Procedures to Minimize the Risk of Spreading COVID-19**

**3.000. Remote Work.** For the duration of the Pandemic Emergency, to the greatest reasonable extent possible, UOG's administrators, faculty, and staff shall work remotely from their residences or some other suitable location, to enforce social distancing.

**A. Remote Work Plans.** Supervisors shall develop and implement Remote Work Plans for their employees that permits them to effectively perform their job duties outside of UOG's campus. Remote Work Plans shall conform with applicable regulations,

policies, and collective bargaining agreements and shall give UOG employees the:

- (1). Ability to meet deadlines.
- (2). Ability to perform job duties.
- (3). Ability to communicate effectively with students, customers, stakeholders, and other team members.
- (4). Ability to manage their work time effectively.

**B. Americans with Disabilities Act Compliance.** All Remote Work Plans shall comply with UOG's Americans with Disabilities Act Policy and Supervisors shall work with UOG's EEO & Title IX/ADA Office to develop reasonable accommodations for UOG who may need them to work remotely.

**C. Remote Work Plan Monitoring.** Supervisors shall monitor their employees to ensure they are complying with the Remote Work Plans and shall ensure their employees are:

- (1). Following a work schedule that is equivalent to full-time status which is a minimum of forty (40) hours a week.
- (2). Communicating with their Supervisors and Team Members at least once per hour during Remote Work hours only if requested by the Supervisor, and with responses to work requests being made by the employee in at least a one-hour period from the work request being made, during Remote Work hours only, via electronic means such as Zoom, Skype, email, or via telephone and the employees must perform their assigned tasks in a timely manner.
- (3). Using a secured local area network or Wi-Fi network for performing their work duties.
- (4). Available between the hours of 8:00 a.m. to 5:00 p.m. weekdays exclusive of holidays and weekends to perform their work duties, unless other Remote Work hours are approved in advance by the Supervisor.
- (5). Any exceptions to these requirements must be approved by the employee's supervisor in advance.
- (6). A UOG Employee's failure to adhere to these requirements may subject them to disciplinary action.

**D. Use of University Property and Equipment.** Should UOG equipment be used

during a remote work, such equipment shall be assigned to the employee using it, and shall be tagged to identify it as property of the University of Guam and be signed for by the employee using it. Such equipment shall be serviced by UOG, as required. Employees using UOG equipment for Remote Work shall properly secure such equipment and shall be liable to any loss or damage to such equipment arising from their failure to secure and safeguard such equipment.

**3.100. Flexible Work Schedules.** When work must be performed on UOG's Campus, Supervisors may implement Flexible Work Schedules to ensure proper social distancing is enforced in UOG's work places.

**A. Flexible Work Week.** A Flexible Work Week is defined as a regular recurring period of 168 consecutive hours – seven (7) consecutive 24-hour periods. The workweek need not coincide with the calendar week. It may begin any day of the week and any hour of the day, but it must in each case, be established by the Supervisor in advance. Supervisors shall arrange Flexible Work Weeks to avoid, to the greatest extent possible, the payment of overtime pay, night-differential pay, and holiday pay. A Flexible Work Week shall not be less than a forty (40) hour work week, except when combined with Remote Work hours, or when an employee is a part-time employee.

**B. On Campus Work.** A Flexible Work Week shall be used to perform work on UOG's Campus that cannot be performed via Remote Work, and may be based on a designated shift to operate offices or perform duties on Campus. Such on campus work may be performed via designated office hours or designated shifts, or with such flexible or variable hours as are approved and implemented by the Supervisor.

**C. Flexible Work Schedule.** The Supervisor shall give at least twenty-four-hours advance notice of any Flexible Work Schedule or a change to a Flexible Work Schedule so that employees can be adequately informed of the requirement they work on campus or work remotely.

**D. Holidays.** Whenever possible, work schedules should permit employees to have holidays on the days such holidays are observed.

**E. Masks.** In accordance with Executive Order 2020-09, Para. 4, all UOG employees that are working on UOG's Campus and all UOG patrons on Campus shall wear facemasks while they are on UOG's Campus.