

**EASTERN OKLAHOMA STATE COLLEGE
EMPLOYEE FINANCIAL OBLIGATIONS POLICY
POLICY AND PROCEDURES**

EMPLOYEE FINANCIAL OBLIGATIONS

Faculty, staff, and student employees of Eastern Oklahoma State College (College) shall be required to pay all outstanding financial obligations, including but not limited to overpayment of wages, due to the College in accordance with the following. Faculty, staff, and student employees shall be informed of this policy at the time of their appointment by receipt of Staff or Faculty Handbook. All current faculty, staff, and student employees shall be informed of the policy once it is approved and shall become effective to all employees at that time including current employee account balances.

A. Procedures for collection of student charges and other charges incurred during employment

An Employee's account will be handled according to the current Student Account Payment Policy.

Disputed Charges – If an employee disputes a charge, he/she must provide written notification, to originate the charge. Within 30 calendar days of receipt of the written notification, the person must verify the validity of the charge or issue appropriate adjusting transactions. If the department does not respond within 30 calendar days, the Business Office will process an adjusting transaction to remove the disputed charge from the employee's account and to charge it back to the selling department. Upon receipt of written notification from the charging department that the disputed charge is valid, the Business Office will pursue the collection of the debt in accordance with the procedures outlined above.

B. Procedure for Collection of Rent Due the College for Employee Housing

1. Every employee who rents housing from the College shall, prior to occupying the housing, enter into a lease with the college setting forth the term of the lease, the rental and any other conditions which are, in the sole discretion of the College, to be included in the lease.
2. If the employee fails to pay the rental according to the terms of the lease the employee shall have five days to reach an agreement with the College for payment due. The time and amount of payment shall be determined at the sole discretion of the College.
3. If the employee fails to pay the rental according to the terms of the lease, or by agreement as provided in Subsection (2) above, the College may take all actions allowed by law to collect the rent or terminate the employee's occupancy to be

determined at the sole discretion of the College, including but not limited to any action in any court of competent jurisdiction.

C. Procedure for Deductions from an Employees' Wages, Including Overpayment, During Employment Pursuant to the Rules of the Department of Labor OAC: 380: 30-1-1-30-1-11.

The College shall not deduct any amount from an employee's wages unless legislation for a court order mandates such or unless such deduction is pursuant to the provisions of (a) and (b) below.

1. Overpayment of wages.

- a. If an employer determines that an employee has been overpaid, the employer may recover the overpaid sum from the employee in one or two ways:
 1. Lump sum cash repayment; or
 2. Agreement for payroll deduction in a lump sum or in installments over a term not to exceed the length of the term in which the erroneous payments were made, provided that such agreement is made pursuant to the provisions of this subsection regarding deductions.
- b. The election as to which method is used, and the terms thereof, shall be made by the employee in writing, and shall be subject to all other provisions of law and which may apply. The employee may elect to use a combination of the above two methods, if the employer agrees.
- c. Upon termination of the employment agreement, any remaining balance of overpayment shall be considered an offset to any final wages otherwise due the employee.

2. Other permissible purposes.

It is permissible for an employer and employee to voluntarily enter into a payroll deduction agreement, including deductions for the following purposes:

- a. To allow the employee to repay a loan or advance with the employer made to the employee during the course of and within the scope of employment;
 - b. To compensate the employer for the value of the employer's merchandise or uniforms purchased by the employee;
 - c. To provide payment for medical, accident, disability, or retirement benefits, or insurance premiums, not including workers' compensation or unemployment;
 - d. To provide for contributions to a deferred compensation plan or other investment plan provided by the employer as a benefit to the employee
 - e. To compensate the employer for breakage or loss of merchandise, inventory shortage, or cash shortage caused by the employee; where the employee was the sole party responsible for the cash or items damaged or lost, at the time the damage or loss occurred.
3. Any payroll agreement made pursuant to section (c) must be in writing, and signed by the employer and employee. For purposes of these rules, the words "loan" and "advance" means a transfer of money with a provision for repayment.

D. Procedure for Payment Due from Employee upon Termination

1. Offsets and bona fide disagreements between the college and the employee as to wages at the time of the employee termination are governed by 40 O.S. Supp 2007 Section 165.3 as amended.
2. Whenever an employee's employment terminates, the employer shall pay the employee's wages in full, less offsets, including but not limited to those set forth in C. (1) (c) above, and less amount over which a bona fide disagreement exists as that term is defined by applicable statute.