

ARTICLE 6 - Payroll Deductions

6.1 The ESD agrees to deduct the employees' group medical/dental/vision premium contribution, in accordance with Article 17 – Insurance Benefits, from the employees' salary. Upon written authorization from the employee, the ESD shall deduct from the salary of the employee and make appropriate remittance for the following approved deductions:

~~(a) United Way~~

(b) Tax-sheltered annuity plans

(c) Employee optional insurance approved by the ESD

(d) Flexible Spending Accounts

(e) Garnishments

(f) PERS

~~(g) Other Charitable organizations approved by the ESD Northwest Regional ESD Education Foundation~~

These deductions will be made monthly as certified by the employee and shall continue for the duration of this Agreement or until such time as the ESD is notified in writing that the employee has made other arrangements. The ESD Fiscal Services office must receive the notification no later than the 15th of the month.

6.2 ~~Employees may choose, at their sole discretion, to receive their pay through Direct deposit to a bank or credit union financial institution or check. is available to any member.~~

6.3 Payroll Itemization

~~(a) Employees shall receive a monthly itemization of pay and payroll deductions at the time payment is made. Every attempt will be made to notify the eEmployees shall be notified of adjustments in payroll (e.g., over expenditure of accrued leave, reduction in hours, change in classification, etc.) on or ten (10) days before the pay date.~~

~~(b) When an employee's accrued sick leave balance falls below two (2) days, the ESD shall provide written notice to the employee. Notice shall be provided sufficiently in advance to allow the employee an opportunity to address the anticipated leave deficit prior to any deduction or placement in unpaid status. In addition, the notice shall inform employees of their right to take FMLA/PLO or other such protected leaves.~~

~~(c) The ESD shall maintain an accurate and real-time accounting of leave balances available to each employee in the absence management system. No employee shall be placed in unpaid status or have wages deducted due to insufficient leave~~

balances due to inaccurate accounting of leave status in the absence management system.

6.4 Overpayment / Payroll Errors

- (a) Prior to the deduction of any overpayment, the ESD shall provide a written statement itemizing the overpayment amounts and purpose of the deduction in accordance with state and federal law to the subject employee at least ten (10) business days prior to the deduction. This notice shall include the employee's right to request an extension pursuant to subsequent provisions.
 - (i) Should an employee dispute the deduction through the grievance process prior to the deduction, no deduction shall be made until the grievance is resolved.
- (b) Minor errors, which are defined as payroll errors that result in gross pay being incorrect by less than five percent (5%) of normal correct gross pay, may generally be paid or repaid with the next paycheck following discovery. Upon request and notice prior to deduction, the employee shall receive two (2) additional months for repayment. Upon mutual agreement, and under extenuating circumstances, other payment plans may be reached.
- (c) When major errors occur, which are defined as payroll errors that result in gross pay being five percent (5%) or greater than normal correct gross pay or accumulates to more than five percent (5%) of a single month's normal gross pay, the employee will be notified immediately upon discovery if the ESD intends to recover the major error. Repayment terms will be mutually agreed upon between the ESD and the employee. Such repayment terms shall not exceed monthly amounts larger than specified in provision 'b' above, unless mutually agreed.
- (d) Payroll errors will not require repayment if they occurred more than one hundred twenty (120) calendar days prior to discovery. Recurring errors will only require repayment for the one hundred twenty-(120)-calendar day period preceding discovery.
- (e) The above does not apply to acts of fraud or acts of commission.