


| OREGON ACCOUNTING MANUAL  |   |                                |
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| <br>STATEWIDE POLICY | NUMBER<br>45.55.00                                    | SUPERSEDES<br>N/A – New Policy |
|   | EFFECTIVE DATE<br>MM/DD/YYYY                          | PAGE NUMBER<br>Pages 1 of 5    |
| Division<br><b>Chief Financial Office</b>   | REFERENCE/AUTHORITY<br><br>ORS 292.024<br>ORS 292.063 |                                |
| Policy Owner<br>Office of the State Controller   Oregon<br>Statewide Payroll Services (OSPS)          |   |                                |
| SUBJECT<br>Payroll – Collection of Employee Benefit<br>Payment Amounts Paid by the Employer           | APPROVED SIGNATURE                                    |                                |

### **PURPOSE**

This policy provides guidance on accounting, collection and notification requirements related to the payments of employee benefits by the employer agency.

### **APPLICABILITY**

This policy applies to all state agencies that are subject to the Oregon Accounting Manual (OAM), as outlined in [OAM 01.05.00](#) *Introduction: Scope and Applicability*.

### **FORMS/EXHIBITS/INSTRUCTIONS**

Letter of Notice is included on page 5

### **DEFINITIONS**

**Employer agency:** The state agency who employs staff in the exempt, unclassified, classified, and management service providing personal services to the employer.

**Joint payroll account:** The account in the State Treasury established by statute for the purpose of funding payroll expenses of agencies whose payrolls are processed by Oregon Statewide Payroll Services (OSPS). Agencies must reimburse this account for those expenses.

Refer to [OAM 65.00.00](#) *Glossary* for definitions.

### **EXCLUSIONS AND SPECIAL SITUATIONS**

None

**POLICY:**

101. By submitting time in the **employer agency's** time-tracking system, an employee attests to the accuracy and truthfulness of the report.
102. When an employee does not have sufficient wages in a payroll period to cover their elected benefit premiums, and the **joint payroll account** pays the employee portion of the benefit amounts on behalf of the employee, the **employer agency** shall recoup those benefit premiums from the employee when allowed under this policy.
103. Although what's described in paragraph 102 of this document actually represents an "under deduction" of the employee's portion of their benefit premiums, for purposes of this policy and related collections, these are considered and identified as "overpayments".
104. After payroll processes are completed, the **employer agency** or its agency payroll provider will run reports to identify the employee benefit deductions that were not withheld.
105. **Employer agencies** may not collect an overpayment from an employee if the overpayment occurred more than 364 days prior to the notification prescribed in paragraph 106.
106. When an overpayment occurs, the **employer agency** must ensure the following notice is provided in writing to the employee at least 10 calendar days before making a deduction to recoup the overpayment:
  - a. A statement itemizing the overpayment amount and the purpose of each deduction;
  - b. A statement that in no event may the total amount of the deduction exceed 5% of the employee's gross wages each pay period, unless the employee otherwise requests and specifies that a greater percentage or amount be deducted; and
  - c. A statement informing the employee that, if they are terminated or otherwise separate from the **employer agency**, the employer agency can recoup the balance owed from the employee's final paycheck.
107. Except as provided in a valid collective bargaining agreement, before beginning the withholding of wages to recoup overpayments in the current month, the **employer agency** must provide notice described in paragraph 106 to employees no later than the 10<sup>th</sup> calendar day of the month. This allows employees 10 calendar days to review and respond with questions of accuracy or to request an alternative payment plan, and allows the employer agency enough time to make updates to the deductions within the payroll system prior to payroll processing for that month. The following are examples applying the requirements of this paragraph:
  - a. Notice of overpayment provided to an employee on July 7, 20XX. The recoupment of the overpayment begins with the August 1, 20XX pay date.
  - b. Notice of overpayment provided to an employee on July 11, 20XX. The recoupment of the overpayment cannot begin with the August 1, 20XX pay date, instead it begins with the next pay date, which would include any wages paid mid-month (if applicable) on August 15, 20XX.

108. Unless caused by administrative action or administrative error, overpayments are recovered in one lump sum, except as provided in paragraphs 109 or 110, following.
109. Except as provided in a valid collective bargaining agreement, the employee has the right to make alternate arrangements to return an overpayment in monthly amounts provided that the following conditions apply:
- a. The amount of the overpayment exceeds 5% of the employee's monthly gross wages.
  - b. The employee has submitted accurate time and attendance information for the pay period in which the overpayment occurred; and either:
    - The employee demonstrates that an economic hardship would result for the employee if a lump sum repayment were to occur; or
    - Overpayment occurred through no fault of the employee over two or more pay periods.
110. This policy does not prevent employees from agreeing to immediate repayment paid directly to their **employing agency**, provided the other requirements of this policy are met.
111. If an overpayment is not fully repaid within the tax year that the overpayment occurred, or if the overpayment is "forgiven" and not to be repaid, the **employer agency** will gross up the amount that has not been repaid to ensure that the employee is correctly taxed on the wages received during the tax year. Grossing up the unpaid amount will account for the additional wages and employee portion of the Social Security and Medicare taxes on the unrecovered portion of the overpayment. OSPS shall provide resources to employer agencies on how to accomplish this.
- a. When this occurs on overpayments that are not forgiven, the overpayment is still considered to be uncollected, and the **employer agency** must continue to pursue repayment.
112. The **employer agency** shall record the receivable for the overpayment in their accounting records. Additionally, the employer agency must ensure full repayment to the **joint payroll account** per ORS Chapter 292, which must occur by state warrant or balance transfer (BT). Refer to [OAM 45.15.00.PO](#) and [OAM 45.15.00.PR](#) *Payroll: Payroll Accounts Reimbursement* for the state policy and procedure on repayment to the joint payroll account for payroll and payroll-related disbursements.

#### **PROCEDURES:**

113. When an overpayment is discovered, and before funds can be recouped, the **employer agency** shall first determine whether there been less than 364 days between when the overpayment occurred and when the employee would be notified in writing of the overpayment, as required by paragraphs 105 and 106.

If the answer is "no", then the funds cannot be recouped from the employee, and the debt is to be forgiven. An **employer agency** can only recoup funds if the answer is "yes".

114. The **employer agency** will document the amount of the overpayment and send the employee a letter of notice using Letter of Notice example on page 5 of this policy, or a similar notice developed by the employer agency. The contents of the notice must be in compliance with paragraph 106.

DRAFT

DATE:

TO:

FROM:

SUBJECT: Notice of Action to Recover Outstanding Employee Benefit Payment Amounts

Dear [Employee],

On [date] it was determined that the department has paid the employee portion of your insurance benefit premiums on your behalf, and repayment is owed by you to the department. The total amount owed is \$[amount] for the payroll period ending [date] due to [reason]. Below is an itemization of the employee benefit premium amounts that were paid by the department and purpose of each deduction:

- [Itemized list of employee insurance benefit premiums were paid by the department and amounts]

The department must collect the outstanding employee benefit payment amounts from you. In no event may the total amount of a deduction exceed 5% of your gross wages each pay period, unless you request otherwise and specify a greater percentage be deducted. The simplest way to return the money is to sign the form below which authorizes us to deduct the outstanding employee benefit payment amounts from your next paycheck. Once completed, send the signed form to [Payroll Partner], which must be received by [date 10 days after employee is notified]. [Payroll Partner] also can explain other possible options for returning the money.

If you believe this action is in error, please send a written explanation to [Appropriate Person].

If the written acknowledgement of receipt of this notice is not received within 10 calendar days of receipt, we will begin withholding no more than 5% of your monthly gross pay, beginning with your next scheduled pay period on [Next Pay Date].

Please note that if the outstanding employee benefit payment amounts are not repaid in full, and within the same tax year that the employee benefits were paid by the employer, any portion that has not been recovered will be added to your taxable wages for that tax year. If you are terminated, or otherwise separate from employment, the department can recoup the balance owed from your final paycheck.

We apologize for the inconvenience of this situation, but we are here to help you through it. Please contact our office for additional information.

Regards,

[Appropriate Person]

Authorization For Payroll Deduction:

This is my authorization to have the [Agency Name] deduct overpayment in the amount of \$ \_\_\_\_\_ from my next paycheck.

Employee signature \_\_\_\_\_ Date \_\_\_\_\_

Note: If you have made arrangements with the payroll manager to repay in installments, please indicate below the amounts and dates the repayment will occur by payroll deductions per your approval.