WAGE OVERPAYMENT/UNDERPAYMENT POLICY

Texas Orthopaedic Association takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled paydays.

In the unlikely event that there is an error in the amount of pay, employees should promptly bring the discrepancy to the attention of the Executive Director so that corrections can be made as quickly as possible. If an employee has been underpaid, TOA will pay the employee the difference as soon as possible. If an employee has been paid in excess of what he or she has earned, the employee will need to return the overpayment to TOA as soon as possible. No employee is entitled to retain any pay in excess of the amount he or she has earned according to the agreed-upon rate of pay. If a wage overpayment occurs, the overpayment will be regarded as an advance of future wages payable and will be deducted in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid. All employees will be expected to sign a wage deduction authorization agreement authorizing such a deduction.

We ask that employees realize that pay errors are not intentional and that employees be understanding if such an event occurs.

I understand and agree to this policy.

_____
Employee Signature

_____
Printed Name

_____
Date

WAGE DEDUCTION AUTHORIZATION AGREEMENT

I understand and agree that my employer, Texas Orthopaedic Association, may deduct money from my pay from time to time for reasons that fall into the following categories:

1. My share of the premiums for any TOA group medical/dental plan, if offered;
2. Any contributions I may make into a retirement or pension plan sponsored, controlled, or managed by TOA, if applicable;
3. Installment payments on loans, credit, or wage advances given to me by TOA, and if there is a balance remaining when I leave TOA, the balance of such loans, credit, or advances;
4. If I receive an overpayment of wages for any reason, repayment to TOA of such overpayments;
5. The cost to TOA of personal long-distance calls I may make on TOA phones or on TOA accounts, of personal faxes sent by me using TOA equipment or TOA accounts, or of non-work related access to the Internet or other computer networks by me using TOA equipment or TOA accounts;
6. The cost of repairing or replacing any TOA supplies, materials, equipment, money, or other property that I may damage (other than normal wear and tear), lose, fail to return, or take without appropriate authorization from TOA during my employment;
7. The reasonable cost or fair value, whichever is less, of meals, lodging, and other facilities furnished to me by TOA in connection with my employment;
8. Administrative fees in connection with court-ordered garnishments or legally-required wage attachments of my pay, limited in extent to the amount or amounts allowed under applicable laws;
9. If my employer pays any insurance premiums or retirement system contributions ("payments") on my behalf that I would normally make under the applicable TOA benefit plan, the amount of such payments made by TOA, such payments being an advance of future wages payable to me;
10. Any additional plan features such as data packages for internet services or equipment upgrades on TOA issued cell phones, as well as any amounts which exceeds established monthly usage limits;
12. Additional circumstances about which an employee will be notified in advance of deduction.

I agree that Texas Orthopaedic Association may deduct money from my pay under the above circumstances, or if any of the above situations occur.

_____ _____

Signature of Employee Date

_____

Employee's Name - Printed