



1           (1) In lawful money of the United States;

2           (2) By cash order as described and required in section four of this article;

3           (3) By deposit or electronic transfer of immediately available funds into an employee's

4 payroll card account in a federally insured depository institution. The term "payroll card account"

5 means an account in a federally insured depository institution that is directly or indirectly established

6 through an employer and to which electronic fund transfers of the employee's wages, salary,

7 commissions or other compensation are made on a recurring basis, whether the account is operated

8 or managed by the employer, a third-party payroll processor, a depository institution or another

9 person. "Payroll card" means a card, code or combination thereof or other means of access to an

10 employee's payroll card account, by which the employee may initiate electronic fund transfers or use

11 a payroll card to make purchases or payments. Payment of employee compensation by means of a

12 payroll card must be agreed upon in writing by both the person, firm or corporation paying the

13 compensation and the person being compensated; or

14           (4) By any method of depositing immediately available funds in an employee's demand or

15 time account in a bank, credit union or savings and loan institution that may be agreed upon in

16 writing between the employee and such person, firm or corporation, which agreement shall

17 specifically identify the employee, the financial institution, the type of account and the account

18 number: *Provided*, That nothing herein contained shall be construed in a manner to require any

19 person, firm or corporation to pay employees by depositing funds in a financial institution.

20           (c) If, at any time of payment, any employee shall be absent from his or her regular place of

21 labor and shall not receive his or her wages through a duly authorized representative, he or she shall

22 be entitled to payment at any time thereafter upon demand upon the proper paymaster at the place

1 where his or her wages are usually paid and where the next pay is due.

2 (d) Nothing herein contained shall affect the right of an employee to assign part of his or her  
3 claim against his or her employer except as in subsection (e) of this section.

4 (e) No assignment of or order for future wages shall be valid for a period exceeding one year  
5 from the date of the assignment or order. An assignment or order shall be acknowledged by the party  
6 making the same before a notary public or other officer authorized to take acknowledgments, and  
7 any order or assignment shall specify thereon the total amount due and collectible by virtue of the  
8 same and three fourths of the periodical earnings or wages of the assignor shall at all times be  
9 exempt from such assignment or order and no assignment or order shall be valid which does not so  
10 state upon its face: *Provided*, That no such order or assignment shall be valid unless the written  
11 acceptance of the employer of the assignor to the making thereof is endorsed thereon: *Provided*,  
12 *however*, That nothing herein contained shall be construed as affecting the right of employer and  
13 employees to agree between themselves as to deductions to be made from the payroll of employees.