Written Authorization for Wage Advances

This form is a template an employer may use to obtain written authorization to make payroll deductions for a wage advance provided to an employee.

An advance is money provided by the employer to the employee based on the employee’s future wage earnings. An advance cannot include interest or fees or any repayment that does not match the terms of the Written Authorization for Wage Advances.

I ___________________________ (Employer) agree to advance to ___________________________ (Employee) $______________, which will be repaid through wage deductions, according to the terms of this written agreement.

Advance amount $ ________________  
Date of advance ________________  
Total amount to be deducted $ ________________  
Amount of each deduction $ ________________
Total number of deductions ________________
Dates of each deduction:  
__________________________________________  
__________________________________________  
__________________________________________
Method of repayment  
☐ Direct deduction from wages  
☐ Separate transaction/payment

Limitations  
Once an advance is given, no further advance may be given or deducted until any existing advance has been repaid in full.

Wage deductions may not occur more than once per pay period.

If the employee’s employment ends prior to full repayment of the advance per this agreement, the employer may deduct the entire remaining balance of the unpaid advance from the employee’s final wage payment.

Notice to employee  
You may contest any deduction that is not in accordance with the terms of this agreement. Please read the terms and provide your signature indicating that you have read and understand the terms of the Dispute Procedure.

Employee name ___________________________  
Employee address ________________________________________________  
Employee telephone number ________________________________________  
Employee email address __________________________________________  
Employee signature & date __________________________________________
__________________________________________ (Date)

Employer name ___________________________  
Employer address ________________________________________________  
Employer telephone number ________________________________________  
Employer email address __________________________________________  
Employer signature & date __________________________________________
__________________________________________ (Date)
Overview of Dispute Process

- Step 1 - Employee submits written objection notice to employer
- Step 2 - Employer stops deductions
- Step 3 - Employer provides written response to employee
- Step 4 - Employer & employee dispute resolution meeting
- Step 5 - Employer’s written final determination notice

Terms of Dispute Procedure

**Employee’s written objection** - the employee may dispute any deduction that is not in accordance with the terms of this agreement. The employee has only one week to submit his or her written objection to the employer.

**Deductions stop** - the employer may not make any deductions during the dispute process. Depending on the result, the employer may not start making the deductions until three weeks after issuing the final determination to the employee.

**Employer’s written response** - the employer must address the employee’s concerns, in writing, within one week. The employer’s response must explain whether or not he or she agrees with the employee and explain why. The employer must invite the employee, in writing, to a resolution meeting within one week of providing the written response to the worker.

**Resolution meeting** - the employer and employee may discuss any remaining issues at an in-person meeting. The employer must address the matter in a written, final determination within one week of the meeting date.

**Employer’s final determination** - the employer must consider all of the employee’s concerns in the final, written decision. The employer must wait three weeks to begin making deductions, or must repay all deductions to the employee as soon as possible or in the next paycheck.

I, ____________________________________________________________ (Employee,) have read, understand and agree to the terms of the dispute procedure and I understand that I may contest any deduction that is not in accordance with the terms of this agreement.

________________________________________________________________________  __________________________________________________________________________

Employee signature                                      Date

________________________________________________________________________  __________________________________________________________________________

Employer signature                                      Date

I, ____________________________________________________________ (Employee,) have read, understand and agree to the terms of the dispute procedure and I understand that I may contest any deduction that is not in accordance with the terms of this agreement.

________________________________________________________________________  __________________________________________________________________________

Employee signature                                      Date

________________________________________________________________________  __________________________________________________________________________

Employer signature                                      Date