

Name: _____

SSN: _____

WAGE ADVANCEMENT AGREEMENT

This agreement is made between the State of Ohio, the Agency _____ and the Employee _____ and provides the following:

The employee has filed an application with the Bureau of Workers' Compensation for lost time benefits as a result of an injury received on _____ 19 _____ in the course of and arising out of the employee's employment. The Employee has filed a request with the Agency to use paid leave for absences occurring during the period of time required for claim approval from Workers' Compensation.

For purposes of this agreement, paid leave is defined as accrued sick leave and any other paid leave which the Employee may use in lieu of sick leave.

The Agency agrees to pay an advancement of wages, not to exceed the Employee's accrued leave balances up to a maximum of twelve (12) weeks following the date of injury. Such advancement is made in order to provide the employee with the necessities of life.

When the Employee is paid lost time benefits from Workers' Compensation, the Employee promises to repay directly to the Agency all monies received by the Employee from the Bureau of Workers' Compensation for the same period of time for which wages were advanced. The Employee will not be responsible to reimburse to the Agency an amount higher than the Workers' Compensation amount received. However, the Employee may, at their option purchase up to the amount of leave used while awaiting the processing of the claim.

Upon repayment, the Agency agrees to restore paid leave balances that were used pending the claim approval up to the nearest one (1) hour increment for as many hours as repayment will restore. Sick leave will be restored first. The Employee shall notify the Agency of other types of paid leave to be restored to any leave type an amount more than the amount used during the period of advancement. The Agency will only restore vacation leave used in lieu of sick leave during the period of advancement; vacation leave used for vacation is not restorable.

The Agency shall notify the Employee when payment by Workers' Compensation is sent to the Agency directly. If the Employee receives payment from Workers'

Compensation, the Employee will repay the advancement within two (2) pay periods of receipt of payment.

If repayment is not made within the time limit above, the following action may be taken without further notice to the Employee:

- a. The Agency may begin taking deductions from the Employee's check and remaining leave balances to satisfy the amount owed.
- b. The Agency may notify Workers' Compensation that the amount of benefits paid to the Employee was excessive because of income paid to the Employee for the same weeks for which full benefits were paid as sick leave.
- c. Action may be initiated by the Office of the Attorney General to recover the monies advanced by the Agency. If this becomes necessary, the Employee agrees to pay reasonable attorney fees, interest, and court costs incurred in the course of recovering the overpayment.

This agreement shall be governed by the law of the State of Ohio and the collective bargaining agreement covering Agency and Employee, and it is made with the expressed understanding that if the Employee received final order from the Industrial Commission denying the workers' compensation claim, this agreement is null and void, relieving the Employee of any obligation for repayment of advanced wages and the Agency of any obligation to restore paid leave used. If entitlement to weekly wage benefits is approved, this agreement shall be the authority for the Bureau of Workers' Compensation to send all warrants for lost time wages for the period of advancement to the Employee in care of the Agency.

Date

Employee Signature

Agency Representative Signature

Agency Name

Agency Address
