

Payment Upon Termination

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State	Statute
Alabama	<p>43-8-115 Discharge of debtor from liability for wages, etc., owed intestate former employee of another; status of funds paid under this section. (a) Whenever an employee of another shall die intestate and there shall be due him or her any sum as wages or salary the debtor may discharge himself from liability therefore by paying such amount to the surviving spouse of the deceased employee or, if there is no surviving spouse to the person having the legal custody and control of his or her minor child or children, or either as the case may be, who may commence an action for and recover the same as part of the property or allowance exempted to them. (b) Any sums paid in accordance with the provisions of subsection (a) of this section shall be considered as part of the exempt property, as defined in section 43-8-111; and, if the sums exceed &dollar;3,500.00 the excess shall be considered part of the family allowance, as defined in section 43-8-112.</p>
Alaska	<p>23.05.140. If the employment is terminated, all wages, salaries, or other compensation for labor or services become due immediately and shall be paid within the time required by this subsection at the place where the employee is usually paid or at a location agreed upon by the employer and employee. If the employment is terminated by the employer, regardless of the cause for the termination, payment is due within three working days after the termination. If the employment is terminated by the employee, payment is due at the next regular pay day that is at least three days after the employer received notice of the employee's termination of services.</p> <p>23.05.170 An employee who goes on strike, or is temporarily laid off or subjected to an employer lockout during a pay period shall receive the portion of compensation earned on or before the next regular payday established as required in this chapter.</p>
Arizona	<p>23-353. A. When an employee is discharged from the service of an employer, he shall be paid wages due him within three working days or the end of the next regular pay period, whichever is sooner. B. When an employee quits the service of an employer he shall be paid in the usual manner all wages due him no later than the regular payday for the pay period during which the termination occurred. If requested by the employee, such wages shall be paid by mail. C. Every employer, including the state and its political subdivisions, shall pay wages or compensation due an employee under this section in lawful money of the United States by negotiable check, draft, money order or warrant, in the case of the state or any political subdivision, which can be immediately redeemed in cash at a bank or other financial institution, payable on demand or by deposit in a financial institution of employee's choice and dated not later than the day upon which the check, draft, money order or warrant is given, and not otherwise. D. A person violating this section is guilty of a petty offense.</p> <p>14-3971. A. At any time after the death of a decedent, any employer owing wages, salary or other compensation for personal services of the decedent shall pay to the surviving spouse of the decedent the amount owing, not in excess of five thousand dollars, on being presented an affidavit made by or on behalf of the spouse stating that the affiant is the surviving spouse of the decedent, or is authorized to act on behalf of the spouse, and that no application or petition for the appointment of a personal</p>

	<p>representative is pending or has been granted in this state or, if granted, the personal representative has been discharged or more than one year has elapsed since a closing statement has been filed.</p> <p>23-350. "Wages" means non-discretionary compensation due an employee in return for labor or services rendered by an employee for which the employee has a reasonable expectation to be paid whether determined by a time, task, piece, commission or other method of calculation. Wages include sick pay, vacation pay, severance pay, commissions, bonuses and other amounts promised when the employer has a policy or a practice of making such payments.</p>
Arkansas	<p>11-4-405. (a)(1) Whenever any railroad company or corporation or any receiver operating any railroad engaged in the business of operating or constructing any railroad or railroad bridge shall discharge, with or without cause, or refuse to further employ any servant or employee thereof, the unpaid wages of the servant or employee then earned at the contract rate, without abatement or deduction, shall be and become due and payable on the day of the discharge or refusal to longer employ. (2) Any servant or employee may request of his foreman or the keeper of his time to have the money due him, or a valid check therefore, sent to any station where a regular agent is kept. If the money or a valid check therefore does not reach the station within seven (7) days from the date it is so requested, then, as a penalty for the nonpayment, the wages of the servant or employee shall continue from the date of the discharge or refusal to further employ at the same rate until paid. However, the wages shall not continue more than sixty (60) days unless an action therefore shall be commenced within that time. (b) This section shall apply to all companies and corporations doing business in this state and to all servants and employees thereof. Any servants or employees who shall hereafter be discharged or refused further employment may request or demand the payment of any wages due and, if not paid within seven (7) days from discharge or refusal to longer employ, then the penalties provided in subdivision (a)(2) of this section for railway employees shall attach. (c) Any servant or employee whose employment is for a definite period of time and who is discharged without cause before the expiration of that time may, in addition to the penalties prescribed by this section, have an action against any employer for any damages he may have sustained by reason of the wrongful discharge, and the action may be joined with an action for unpaid wages and penalty. (d) No servant or employee who secretes or absents himself to avoid payment to him, or refuses to receive payment when fully tendered, shall be entitled to any benefit under this section for the time as he so avoids payment.</p>
California	<p>201. (a) If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. An employer who lays off a group of employees by reason of the termination of seasonal employment in the curing, canning, or drying of any variety of perishable fruit, fish or vegetables, shall be deemed to have made immediate payment when the wages of said employees are paid within a reasonable time as necessary for computation and payment thereof; provided, however, that the reasonable time shall not exceed 72 hours, and further provided that payment shall be made by mail to any employee who so requests and designates a mailing address therefore.</p> <p>201.5. An employer who lays off an employee engaged in the production of motion pictures, whose unusual or uncertain terms of employment require special computation in order to ascertain the amount due, shall be deemed to have made immediate payment of wages within the meaning of Section 201 if the wages of the employee are paid by the next regular payday, as prescribed by Section 204, following the layoff. For purposes of this section, "layoff" means the termination of employment of an employee where the employee retains eligibility for reemployment with the</p>

employer. However, if an employee is discharged, payment of wages shall be made within 24 hours after discharge, excluding Saturdays, Sundays, and holidays. The Legislature finds and determines that special provision must be made for the payment of wages on layoff and discharge of persons engaged in the production of motion pictures because their employment at various locations is often far removed from the employer's principal administrative offices and the unusual hours of their employment in this industry is often geared to the completion of a portion of a picture, which time of completion may have no relation to normal working hours.

201.7. An employer who lays off an employee or a group of employees engaged in the business of oil drilling shall be deemed to have made immediate payment within the meaning of Section 201 if the wages of such employees are paid within such reasonable time as may be necessary for computation or payment thereof; provided, however, that such reasonable time shall not exceed 24 hours after discharge excluding Saturdays, Sundays, and holidays; and provided further, such payment may be mailed and the date of mailing is the date of payment. The Legislature finds and determines that special provision must be made for the payment of wages on discharge of employees engaged in oil drilling because their employment at various locations is often far removed from the employer's principal administrative offices, which makes the computation and payment of wages on an immediate basis unduly burdensome.

202. 202. (a) If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

There are situations where wages (i.e., some commissions) are not calculable until after termination and, thus, are not due until that time. The employer has an obligation to pay those wages as soon as the amount is ascertainable and failure to pay those wages at that time will result in imposition of waiting time penalties. (DLSE Enforcement Policies and Interpretations Manual, Sec. 4.6)

204.3. An employee who has accrued compensating time off authorized to be provided under subdivision (a) shall, upon termination of employment, be paid for the unused compensating time at a rate of compensation not less than the average regular rate received by the employee during the last three years of the employee's employment, or the final regular rate received by the employee, whichever is higher.

209. In the event of any strike, the unpaid wages earned by striking employees shall become due and payable on the next regular pay day, and the payment or settlement thereof shall include all amounts due the striking employees without abatement or reduction. The employer shall return to each striking employee any deposit, money, or other guaranty required by him from the employee for the faithful performance of the duties of the employment.

227.3. 227.3. Unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such

	<p>contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination. The Labor Commissioner or a designated representative, in the resolution of any dispute with regard to vested vacation time, shall apply the principles of equity and fairness.</p>
<p>Colorado</p>	<p>8-4-104. (1) (a) When an interruption in the employer-employee relationship by volition of the employer occurs, the wages or compensation for labor or service earned and unpaid at the time of such discharge is due and payable immediately. If at such time the employer's accounting unit, responsible for the drawing of payroll checks, is not regularly scheduled to be operational, then the wages due the separated employee shall be made available to the employee no later than six hours after the start of such employer's next regular workday; except that, if the accounting unit is located off the work site, the employer shall deliver the check for wages due the separated employee no later than twenty-four hours after the start of such employer's next regular workday to one of the following locations selected by the employer: (I) The work site; (II) The employer's local office; or (III) The employee's last-known mailing address. (b) When an employee quits or resigns such employee's employment, the wages or compensation shall become due and payable upon the next regular payday. When a separation of employment occurs, the employer shall make the separated employee's check for wages due available at one of the following locations selected by the employer: (I) The work site; (II) The employer's local office; or (III) The employee's last-known mailing address. (2) Nothing in subsection (1) of this section shall limit the right of an employer to set off any lawful charges or indebtedness owing by the employee to the employer or require the payment at the time employment is severed of compensation not yet fully earned under the compensation agreement between the employee and employer, whether written or oral. (3) If an employer refuses to pay wages or compensation in accordance with subsection (1) of this section upon request by the employee and without a good faith legal justification for such refusal, the employer is liable to the employee, in addition to the compensation legally proven to be due, as a penalty for such refusal the greater of an amount equal to fifty percent thereof or an amount equal to the amount of the wages payable per day to such employee not to exceed ten days. The wages payable per day shall be calculated at the same rate which the employee was receiving at the time of separation. The employee or his designated agent shall make a written demand for the payment within sixty days from the date of separation and shall state in the demand where such payment can be received. The daily wage penalty shall not be imposed until the employer receives such written demand. The employee or his designated agent may commence a civil action to recover such penalty. Any employee or his designated agent who has not made a written demand for the payment within sixty days from the date of separation or who has otherwise not been available to receive payment shall not be entitled to any such penalty under this subsection (3). A payment under this subsection (3) shall be made in the form of a check draft or voucher in the name of the employee.</p> <p>8-4-108. (1) Every employee who is discharged shall be paid at the place of discharge, and every employee who quits or resigns shall be paid at the office or agency of the employer in the county or city and county where such employee has been performing the labor or service for the employer. All payments of money or compensation shall be made in the manner provided by law. (2) In the event of any strike, the unpaid wages or compensation earned by such striking employee shall become due and payable on the employer's next regular payday, and the payment or settlement shall include all amounts due such striking employee without abatement or reduction. The employer shall return to each striking employee, upon request, any deposit or money or other guaranty required by the employer from the employee for the faithful performance of the duties of his employment.</p>

	<p>Colorado law neither prohibits nor requires the granting of vacation benefits. However, the Colorado Supreme Court has ruled that a vacation earned by an employee, in accordance with an employer's policy, must be paid as wages upon separation of employment. (Hartman v. Freedman, 591 P.2d 1318, 24 WH Cases 198 (Colo. 1979).</p> <p>8-4-101 (7.5). Deductions may be made from final paychecks for the following: (a) Deductions mandated by or in accordance with local, state, or federal law including, but not limited to, deductions for taxes, "Federal Insurance Contributions Act" ("FICA") requirements, garnishments, or any other court-ordered deduction; (b) Deductions for loans, advances, goods or services, and equipment or property provided by an employer to an employee pursuant to a written agreement between such employer and employee, so long as it is enforceable and not in violation of law; (c) Any deduction necessary to cover the replacement cost of a shortage due to theft by an employee if a report has been filed with the proper law enforcement agency in connection with such theft pending a final adjudication by a court of competent jurisdiction; except that if the accused employee is found not guilty in a court action or if criminal charges related to such theft are not filed against the accused employee within ninety days of the filing of the report with the proper law enforcement agency, or such charges are dismissed, the accused employee shall be entitled to recover any amount wrongfully withheld plus interest. In the event an employer acts without good faith, in addition to the amount wrongfully withheld and legally proven to be due, the accused employee may be awarded an amount not to exceed treble the amount wrongfully withheld. In any such action the prevailing party shall be entitled to reasonable costs related to the recovery of such amount including attorney fees and court costs. (d) Any deduction, not listed in paragraph (a), (b), or (c) of this subsection (7.5), which is authorized by an employee if such authorization is revocable including, but not limited to, deductions for hospitalization and medical insurance, other insurance, savings plans, stock purchases, voluntary pension plans, charities, and deposits to financial institutions.</p>
<p>Connecticut</p>	<p>31-71c. Payment of wages on termination of employment. (a) Whenever an employee voluntarily terminates his employment, the employer shall pay the employee's wages in full not later than the next regular pay day, as designated under section 31-71b, either through the regular payment channels or by mail. (b) Whenever an employer discharges an employee, the employer shall pay the employee's wages in full not later than the business day next succeeding the date of such discharge. (c) When work of any employee is suspended as a result of a labor dispute, or when an employee for any reason is laid off, the employer shall pay in full to such employee the wages earned by him not later than the next regular pay day, as designated under section 31-71b.</p> <p>31-76k. Payment of fringe benefits upon termination of employment. If an employer policy or collective bargaining agreement provides for the payment of accrued fringe benefits upon termination, including but not limited to paid vacations, holidays, sick days and earned leave, and an employee is terminated without having received such accrued fringe benefits, such employee shall be compensated for such accrued fringe benefits exclusive of normal pension benefits in the form of wages in accordance with such agreement or policy but in no case less than the earned average rate for the accrual period pursuant to sections 31-71a to 31-71i, inclusive.</p> <p>45a-273 . any unpaid wages due from any corporation, firm, individual, association or partnership located in this state paid to the surviving spouse of any person who dies, or if there is no surviving spouse, any of the next of kin of such decedent upon application. If there is no surviving spouse or next of kin of a person who dies leaving property , the funeral director who buried such decedent or any creditor to whom a</p>

debt is due for the last sickness of the decedent may file in such court of probate an affidavit as described in this section that such funeral director or any creditor to whom a debt is due for the last sickness of the decedent has a lawful preferred claim for funeral expenses or expenses for the decedent's last sickness. Thereupon such court may, in its discretion, authorize either the holder of such property or the registrant thereof, as aforesaid, to transfer the property or pay from the property the amount of such claim, or to pay proceeds from the sale of any such assets ordered sold by the court, to such funeral director or any creditor to whom a debt is due for the last sickness of the decedent, in satisfaction of the amount of the claim of each.

Public Act No. 05-166 Sec. 1 (1) "Commission" means compensation that accrues to a sales representative, for payment by a principal, at a rate expressed as a percentage of the dollar amount of sales, orders or profits or any other method of compensation agreed to between a sales representative and principal including, but not limited to, fees for services and retainers; (2) "Person" means an individual, corporation, limited liability company, partnership, unincorporated association, trust or estate; (3) "Principal" means a person who: (A) Manufactures, produces, imports, sells or distributes a product or service, (B) establishes a business relationship with a sales representative to solicit orders for a product or service, and (C) compensates a sales representative, in whole, or in part, by commission; (4) "Sales representative" means a person who: (A) Establishes a business relationship with a principal to solicit orders for products or services, and (B) is compensated in whole, or in part, by commission. "Sales representative" does not include an employee or a person who places orders or purchases on the person's own account or for resale or a seller, as defined in subsection (c) of section 42-134a of the general statutes; and (5) "Termination" means the end of the business relationship between a sales representative and a principal, whether by the principal or the sales representative, or by operation of the terms of a contract. Sec. 2. (a) In the event a contract between a principal and a sales representative is terminated, the principal shall pay to the sales representative all commissions (1) that are due on or before the effective date of such termination, by the date specified in the contract or thirty days after the effective date of termination, whichever is later, and (2) that are due after the effective day of such termination, by the date specified in the contract but not later than thirty days after such commission becomes due under the terms of such contract. (b) Any principal who wilfully, wantonly, recklessly or in bad faith fails to pay any commissions due in accordance with the provisions of subsection (a) of this section shall be liable in a civil action brought by a sales representative for twice the full amount of the commission owed to such sales representative. (c) The failure of a principal to respond to the written demand by a sales representative for commissions owed to the sales representative not later than thirty days after such principal receives such written demand shall create a rebuttable presumption that such principal acted wilfully and in bad faith provided such written demand is sent to such principal by certified mail. (d) The prevailing party in any action brought pursuant to subsection (b) of this section shall be entitled to reasonable attorney's fees and court costs. (e) Any principal who establishes a business relationship with a sales representative to solicit orders for products or services in this state shall be deemed to be doing business in this state for purposes of establishing jurisdiction over such principal in an action brought pursuant to subsection (b) of this section. Sec. 3. The acceptance by a sales representative of a partial commission payment from a principal shall not constitute a release by such sales representative of any other commissions which such sales representative claims are due except if such payment is made pursuant to a binding and final written settlement agreement and release. Any full release of all commissions claimed to be owed by a sales representative as a condition to a partial commission payment shall be null and void. Sec. 4. (a) Any provision in a contract between a sales representative and a principal that provides for the waiver of any provision of sections 2 and 3 of this

	<p>act shall be void. (b) Nothing in sections 2 and 3 of this act shall be construed to invalidate or restrict any right or remedy available to a sales representative or preclude a sales representative from seeking to recover in one action all claims against such principal. (c) Nothing in sections 2 and 3 of this act shall be construed to apply to an insurance producer or producer, as defined in section 38a-702a of the general statutes, or to an insurer, as defined in section 38a-1 of the general statutes. (d) Nothing in sections 2 and 3 of this act and this section shall be construed to apply to any person who holds a real estate salesperson's license and who has a claim for payment of a real estate commission or compensation against the real estate broker with whom such real estate salesperson is affiliated.</p>
<p>Delaware</p>	<p>1103. (a) Whenever an employee quits, resigns, is discharged, suspended or laid off, the wages earned by the employee shall become due and payable by the employer on the next regularly scheduled payday(s) either through the usual pay channels or by mail, if requested by the employee, as if the employment had not been suspended or terminated. (b) If an employer, without any reasonable grounds for dispute, fails to pay an employee wages, as required under this chapter, the employer shall, in addition, be liable to the employee for liquidated damages in the amount of 10 percent of the unpaid wages for each day, except Sunday and legal holidays, upon which such failure continues after the day upon which payment is required or in an amount equal to the unpaid wages, whichever is smaller, except that, for the purpose of such liquidated damages, such failure to pay shall not be deemed to continue after the date of the filing of a petition of bankruptcy with respect to the employer if the employer is adjudicated bankrupt thereupon. An employer who is unable to prepare the payroll due to a labor dispute, power failure, blizzard or like weather catastrophe, epidemic, fire or explosion shall not be deemed to have violated this chapter.</p> <p>1106. (a) In the event of the death of an employee the wages due the employee by an employer not in excess of \$300 may, upon proper demand, be paid in the absence of actual notice of the pendency of probate proceedings without requiring letters testamentary or of administration in the following order of preference to decedent's: (1) Surviving children under 21 years of age, to the parent, guardian or other person having custody of such child, in equal shares; (2) Surviving spouse; (3) Surviving children 21 years of age and over, in equal shares; (4) Parents, in equal shares or survivor. (b) Payments under this section shall be a release and discharge of the employer to the amount of such payment.</p> <p>1109. (a) Any employer who is party to an agreement to pay or provide benefits or wage supplements to any employee shall pay the amount or amounts necessary to provide such benefits or furnish such supplements within 30 days after such payments are required to be made; provided, however, that this section shall not apply to employers subject to Part I of the Interstate Commerce Act 49 U.S.C. § 10101 et seq. (b) As used herein, "benefits or wage supplements" means compensation for employment other than wages, including, but not limited to, reimbursement for expenses, health, welfare or retirement benefits, and vacation, separation or holiday pay, but not including disputed amounts of such compensation subject to handling under dispute procedures established by collective bargaining agreements.</p>
<p>District of Columbia</p>	<p>§ 32-1303. Unless otherwise specified in a collective agreement between an employer and a bona fide union representing his employees: (1) Whenever an employer discharges an employee, the employer shall pay the employee's wages earned not later than the working day following such discharge; provided, however, that in the instance of an employee who is responsible for monies belonging to the employer, the employer shall be allowed a period of 4 days from the date of discharge or resignation for the determination of the accuracy of the employee's accounts, at the end of which time all wages earned by the employee shall be paid. (2) Whenever an employee (not</p>

	<p>having a written contract of employment for a period in excess of 30 days) quits or resigns, the employer shall pay the employee's wages due upon the next regular payday or within 7 days from the date of quitting or resigning, whichever is earlier. (3) When work of an employee is suspended as a result of a labor dispute, the employer shall pay to such employee not later than the next regular payday, designated under § 32-1302, wages earned at the time of suspension. (4) If an employer fails to pay an employee wages earned as required under paragraphs (1), (2), and (3) of this section, such employer shall pay, or be additionally liable to, the employee, as liquidated damages, 10 per centum of the unpaid wages for each working day during which such failure shall continue after the day upon which payment is hereunder required, or an amount equal to the unpaid wages, whichever is smaller; provided, however, that for the purpose of such liquidated damages such failure shall not be deemed to continue after the date of the filing of a petition in bankruptcy with respect to the employer if he thereafter shall have been adjudicated bankrupt upon such petition.</p> <p>There is currently no law requiring payout of unused vacation in the District of Columbia, however the D.C. Court of Appeals have ruled in two different cases in 1970 and 1981 that unused vacation is deemed wages and therefore payable upon termination. (DC Ct App, 428 A.2d 816, 1981 and DC Ct App, 268 A.2d 860, 1970).</p>
Florida	<p>222.15. (1) It is lawful for any employer, in case of the death of an employee, to pay to the wife or husband, and in case there is no wife or husband, then to the child or children, provided the child or children are over the age of 18 years, and in case there is no child or children, then to the father or mother, any wages or travel expenses that may be due such employee at the time of his or her death.</p>
Georgia	<p>34-7-4. (a)(1) Upon the death of any person who was employed by any political subdivision of the state or by any railroad company or other corporation, individual, or partnership doing business in this state, if the deceased employee had wages or other moneys due from such employer, it shall be lawful for such employer to pay all of such sums if they do not exceed \$2,500.00, or to pay the sum of \$2,500.00 if such sums exceed \$2,500.00 or upon the death of any person who was employed by the state, if the deceased employee had wages or other moneys due from the state, it shall be lawful for the state to pay all of such sums, as follows: (A) In the absence of a beneficiary designated in writing by the employee, then to the employees surviving spouse; (B) In the absence of a beneficiary designated in writing by the employee and where the employee left no surviving spouse but left a surviving minor child or children, then to the duly qualified guardian of the minor child or children without any administration upon the estate of the employee; or (C) Where a beneficiary has been designated in writing by the employee to receive such sums and such beneficiary is under no legal incapacity to prevent him from receiving such sums, then to such beneficiary, or, if such beneficiary is under such legal incapacity, then to his duly qualified guardian. Such funds to the amount of \$2,500.00 shall be exempt from any and all process of garnishment.(2) It shall be the responsibility of the employee to provide and the responsibility of the employer to request the name and current address of the employees spouse or, if there is no spouse, the name and current address of each minor child of the employee. If the employee, at his election, designates a beneficiary to receive such sums, such designation shall be in writing, shall include the name and address of such beneficiary, and shall be signed by the employee. The employer shall inform the employee that any sums payable under this Code section may be paid pursuant to the designation made by the employee to a beneficiary, or to the employees spouse, or to the employees minor child or children as provided in this Code section and shall request the employee to furnish and keep any such information and designation current. The employer shall not be subject to any penalty for failure to inform and request that the employee furnish such information and designation, or for the failure of the employer to pay such sums in accordance with the provisions of this</p>

	<p>Code section. (b) Any employer described in subsection (a) of this Code section may pay over any sums due under subsection (a) of this Code section upon the demand of such designated beneficiary or guardian thereof, or, if no such beneficiary is designated, then upon the demand of the surviving spouse, or, if in the absence of such designated beneficiary and where there is no surviving spouse, upon the demand of the minor child or children or the guardian thereof. (c) The paying over of any sums due as permitted under subsections (a) and (b) of this Code section to the proper party or parties as set forth in this Code section shall operate as a release from all claims to such sums or as a release from all claims against the state, political subdivision thereof, railroad company, or other corporate, partnership, or individual employer by the estate of the employee, the creditors thereof, the surviving spouse or minor child or children or the guardian thereof, or any other person.</p>
<p>Hawaii</p>	<p>388-3. Employees who are separated from the payroll before paydays. (a) Whenever an employer discharges an employee either with or without cause, the employer shall pay the employee's wages in full at the time of discharge or if the discharge occurs at a time and under conditions which prevent an employer from making immediate payment, then not later than the working day following discharge. (b) Whenever an employee quits or resigns, the employer shall pay the employee's wages in full no later than the next regular payday, as provided under section 388-2, either through the regular pay channels or by mail if requested by the employee, except that if the employee gives at least one pay period's notice of intention to quit, the employer shall pay all wages earned by the employee at the time of quitting. (c) When work of an employee is suspended as a result of a labor dispute, or when an employee for any reason whatsoever is temporarily laid off, the employer shall pay in full to the employee not later than the next regular payday, as designated under section 388-2, either through the regular pay channels or by mail if requested by the employee, wages earned at the time of suspension or layoff.</p> <p>388-4. Payment of wages to relatives of deceased employees. Where an employee dies leaving any wages, vacation, or sick leave pay due the employee, the employer shall, within thirty days after such death, whether or not a personal representative has been appointed, pay the wages, vacation, or sick leave pay in an amount not exceeding \$2,000 to, and upon application by the surviving spouse or reciprocal beneficiary or, if none, by an adult child. The employer shall require the applicant to show proof of his or her relationship to the deceased by affidavit and to acknowledge receipt of the payment in writing. Any such payment shall discharge the employer to the extent thereof and the employer shall not be liable to the decedent's estate. Any person to whom payment is made shall be answerable therefore to anyone prejudiced by an improper distribution.</p> <p>388-41. Payment of wages to relatives of deceased employees. Where an employee dies leaving any wages, vacation, or sick leave pay due the employee, the employer shall, within thirty days after such death, whether or not a personal representative has been appointed, pay the wages, vacation, or sick leave pay in an amount not exceeding \$2,000 to, and upon application by the surviving spouse or reciprocal beneficiary or, if none, by an adult child. The employer shall require the applicant to show proof of his or her relationship to the deceased by affidavit and to acknowledge receipt of the payment in writing. Any such payment shall discharge the employer to the extent thereof and the employer shall not be liable to the decedent's estate. Any person to whom payment is made shall be answerable therefore to anyone prejudiced by an improper distribution.</p> <p>The Supreme court ruled to include vacation benefits in unpaid wages, when an employer's handbook provides for wages to be paid out in lieu of vacation benefits</p>

	upon an employee's termination. HI Int Ct App, 26 WH Cases 1549, 1984,
Idaho	<p>45-606. (1) Upon layoff, or upon termination of employment by either the employer or employee, the employer shall pay or make available at the usual place of payment all wages then due the employee by the earlier of the next regularly scheduled payday or within ten (10) days of such layoff or termination, weekends and holidays excluded. However, if the employee makes written request upon the employer for earlier payment of wages, all wages then due the employee shall be paid within forty-eight (48) hours of the receipt of such request, weekends and holidays excluded. (2) Unless exempt from the minimum wage requirements of chapter 15, title 44, Idaho Code, employees who are not being paid on an hourly or salary basis must be paid at least the applicable minimum wage for all hours worked in the pay period immediately preceding layoff or termination from employment. The minimum wage payment shall be made within the same time limitations provided for in subsection (1) of this section. Any additional wages owed to employees shall be paid by the next regularly schedule payday. (3) The director may, upon application showing good and sufficient reasons, grant an employer a temporary extension to any time limitation provided in this section.</p>
Illinois	<p>820 ILCS 115/5 . Every employer shall pay the final compensation of separated employees in full, at the time of separation, if possible, but in no case later than the next regularly scheduled payday for such employee. Where such employee requests in writing that his final compensation be paid by check and mailed to him, the employer shall comply with this request. Unless otherwise provided in a collective bargaining agreement, whenever a contract of employment or employment policy provides for paid vacations, and an employee resigns or is terminated without having taken all vacation time earned in accordance with such contract of employment or employment policy, the monetary equivalent of all earned vacation shall be paid to him or her as part of his or her final compensation at his or her final rate of pay and no employment contract or employment policy shall provide for forfeiture of earned vacation time upon separation.</p> <p>300.500 a). A claim for an earned bonus arises when an employee performs the requirements for a bonus set forth in a contract or an agreement between the parties. b) A former employee shall be entitled to a proportionate share of a bonus earned by length of service, regardless of any provision in the contract or agreement conditioning payment of the bonus upon employment on a particular date, when the employment relationship was terminated by mutual consent of the parties or by an act of the employer through no fault of the former employee.</p> <p>300.510. a) Absent an express agreement to the contrary, an employee who is the procuring cause of a sale or other transaction is entitled to commission, notwithstanding the fact that the sale or other transaction was consummated by the principal personally or through another agent. b) Where the employer and employee agree that the employee is to be advanced a commission in anticipation of a particular sale, and the sale is subsequently voided, the employer may not deduct from the employee's wages any amount greater than the amount of the commission previously advanced on that particular sale.</p> <p>300.520. a) Whenever an employment contract or an employment policy provides for paid vacation earned by length of service, vacation time is earned pro rata as the employee renders service to the employer. b) Oral promises, handbooks, memoranda, and uniform patterns of practice may create a duty to pay the monetary equivalent of earned vacation c) Claims for vacation pay must be brought to the Department within three years from the date the vacation is earned. d) Nothing in this provision shall be construed to reduce or impair the right of the claimant to maintain a civil action to</p>

recover additional vacation pay found due by such courts. e) An employment contract or an employer's policy may require an employee to take vacation by a certain date or lose the vacation, provided that the employee is given a reasonable opportunity to take the vacation. The employer must demonstrate that the employee had notice of the contract or policy provision. f) The Department recognizes provisions whereby: 1) no vacation is earned during a limited period at the commencement of employment. The employer must demonstrate that the provision is not a subterfuge to avoid payment of vacation actually earned by length of service and, in fact, no vacation is implicitly earned or accrued during that period. 2) vacation is earned and accrues at an accelerating rate during the year. The provision is acceptable when the acceleration period and the changes in accrual rates are reasonable, and the policy is uniformly applied. 3) the employer does not have separate arrangements for vacation and sick leave. Under the provision, employees earn a certain number of "paid days off" which they can use for any purpose, including vacation and sick leave. Because employees have an absolute right to take these days off (unlike traditional sick leave where using such sick leave is contingent upon illness), the Department shall treat "paid days off" as earned vacation days. g) Any employer that provides paid vacation to its employees must maintain true and accurate records of the number of vacation days earned for each year and the dates on which such vacation days were taken and paid.

300.830. In no case shall an employer withhold all or part of the final compensation due an employee while the employer awaits return of property in the possession of the employee unless the employee's express written consent is given freely at the time the deduction is made.

Indiana

22-2-9-2. (a) Whenever any employer separates any employee from the pay-roll, the unpaid wages or compensation of such employee shall become due and payable at regular pay day for pay period in which separation occurred: Provided, however, That this provision shall not apply to railroads in the payment by them to their employees. (b) In the event of the suspension of work, as the result of an industrial dispute, the wages and compensation earned and unpaid at the time of such suspension shall become due and payable at the next regular pay day, including, without abatement or reduction, all amounts due all persons whose work has been suspended as a result of such industrial dispute.

22-2-5-1. 1 (a) Every person, firm, corporation, limited liability company, or association, their trustees, lessees, or receivers appointed by any court, doing business in Indiana, shall pay each employee at least semimonthly or biweekly, if requested, the amount due the employee. The payment shall be made in lawful money of the United States, by negotiable check, draft, or money order, or by electronic transfer to the financial institution designated by the employee. Any contract in violation of this subsection is void. (b) Payment shall be made for all wages earned to a date not more than ten (10) days prior to the date of payment. However, this subsection does not prevent payments being made at shorter intervals than specified in this subsection, nor repeal any law providing for payments at shorter intervals. However, if an employee voluntarily leaves employment, either permanently or temporarily, the employer shall not be required to pay the employee an amount due the employee until the next usual and regular day for payment of wages, as established by the employer. If an employee leaves employment voluntarily, and without the employee's whereabouts or address being known to the employer, the employer is not subject to section 2 of this chapter until: (1) ten (10) days have elapsed after the employee has made a demand for the wages due the employee; or (2) the employee has furnished the employer with the employee's address where the wages may be sent or forwarded.

Indiana has no regulation requiring payout of unused vacation upon termination. The

	<p>state Appeals court ruled that when an employer agrees to provide vacation benefits at the time of hiring and if the employer has no policy in place for dealing with unused vacation benefits upon termination then the unused portion of vacation is payable upon termination. Ind. Ct. App., 1983, 448 N.E.2d 44; Ind App, 1986, 500 NE2d 243</p>
<p>Iowa</p>	<p>91A.4. When the employment of an employee is suspended or terminated, the employer shall pay all wages earned, less any lawful deductions specified in section 91A.5 by the employee up to the time of the suspension or termination not later than the next regular payday for the pay period in which the wages were earned as provided in section 91A.3. However, if any of these wages are the difference between a credit paid against wages determined on a commission basis and the wages actually earned on a commission basis, the employer shall pay the difference not more than thirty days after the date of suspension or termination. If vacations are due an employee under an agreement with the employer or a policy of the employer establishing pro rata vacation accrued, the increment shall be in proportion to the fraction of the year which the employee was actually employed.</p>
<p>Kansas</p>	<p>44-315. Separation prior to payday; damages for willful non-payment. (a) Whenever an employer discharges an employee or whenever an employee quits or resigns, the employer shall pay the employee's earned wages not later than the next regular payday upon which he or she would have been paid if still employed as provided under K.S.A. 44-314 either through the regular pay channels or by mail postmarked within the deadlines herein specified if requested by the employee. (b) If an employer willfully fails to pay an employee wages as required by K.S.A. 44-314, and amendments thereto, or as required under subsection (a) of this section, such employer shall be liable to the employee for the wages due and also shall be liable to the employee for a penalty in the fixed amount of 1% of the unpaid wages for each day, except Sunday and legal holidays, upon which such failure continues after the eighth day after the day upon which payment is required or in an amount equal to 100% of the unpaid wages, whichever is less. For the purpose of such additional damages, the failure to pay shall not be deemed to continue after the date of the filing of a petition in bankruptcy with respect to the employer if he or she is adjudicated bankrupt upon such petition nor shall it be deemed to continue after an appeal is filed under K.S.A. 44-322a, and amendments thereto, until the decision on appeal becomes final.</p> <p>44-342. (a) Subject to the provisions of subsection (d), whenever a principal discharges a commission salesperson or whenever a commission salesperson quits or resigns, the principal shall pay, at the usual place of payment, the commission salesperson's commissions earned through the last day of the contractual relationship not later than 30 days after the last day of the contractual relationship or by mail postmarked within that period. (b) If a principal knowingly fails to pay a commission salesperson any earned commission as required by subsection (a), such principal shall be liable therefore and shall be additionally liable for damages in the fixed amount of 1% of the unpaid earned commissions for each day, except Sunday and legal holidays, upon which such failure continues after the day upon which payment is required by subsection (a) or in an amount equal to the unpaid earned commissions, whichever is less. For the purpose of such additional damages, the failure to pay shall not be deemed to continue after the date of the filing of a petition in bankruptcy with respect to the principal if such principal is adjudicated bankrupt upon such petition. (c) If a principal fails to pay a commission salesperson any earned commission as required by subsection (a), such principal may be assessed interest as provided under K.S.A. 16-201 and amendments thereto on such commissions from the date such commissions are required to be paid pursuant to subsection (a). (d) Notwithstanding the provisions of subsection (a), if the terminated or resigning commission salesperson was entrusted with the collection, disbursement or handling of money or property during the contractual relationship, such person has 10 days after the termination of the</p>

	<p>contractual relationship to audit and adjust the accounts of such commission salesperson before the 30-day period required for payment of commissions earned through the last day of the contractual relationship begins. In such cases, the penalty provided in subsection (b) shall apply only after the expiration of the 10-day audit period and the 30-day period required under this subsection.</p> <p>44-318. 44-318. In the absence of actual notice of probate proceedings, the employer may pay, upon proper demand, wages due a deceased employee. Any such payment or payments shall be in the following order of preference: Spouse, children eighteen (18) years of age and over in equal shares, father, mother, sisters and brothers in equal shares, or the person to whom funeral expenses are due.</p> <p>Kansas does not have a regulation requiring payout of unused vacation however the Kansas court of Appeals has ruled that an employers failure to payout unused vacation when their is a policy or contract providing for such benefits will be issued a penalty for non-payment. In another case the Supreme court ruled that an employer who has a policy requiring notice of termination in order for vacation benefits to be paid out would not be required to make such payment for any portion of unused accrued time if the employee failed to give required notice in accordance with the employers policy. Kans Ct App, 3 K.A.2d 657, 600 P2d 148, 1979; Kans. Sup Ct, 647 P2d 1274, 1982</p>
Kentucky	<p>337.055. Any employee who leaves or is discharged from his employment shall be paid in full all wages or salary earned by him; not later than the next normal pay period following the date of dismissal or voluntary leaving or fourteen (14) days following such date of dismissal or voluntary leaving whichever last occurs. Any employee who is absent at the time fixed for payment by an employer, or who, for any other reason, is not paid at that time, shall be paid thereafter at any time or upon fourteen (14) days' demand. No employer shall, by any means, secure exemption from this section.</p> <p>337.010. "Wages" includes any compensation due to an employee by reason of his employment, including salaries, commissions, vested vacation pay, overtime pay, severance or dismissal pay, earned bonuses, and any other similar advantages agreed upon by the employer and the employee or provided to employees as an established policy. The wages shall be payable in legal tender of the United States or checks on banks convertible into cash on demand at full face value, subject to the allowances made in this chapter.</p> <p>161.155. After July 1, 1982, a district board of education may compensate, at the time of retirement or upon the death of a member in active contributing status at the time of death who was eligible to retire by reason of service, an employee or a teacher, or the estate of an employee or teacher, for each unused sick leave day. The rate of compensation for each unused sick leave day shall be based on a percentage of the daily salary rate calculated from the employee's or teacher's last annual salary, not to exceed thirty percent (30%). Payment for unused sick leave days shall be incorporated into the annual salary of the final year of service; provided that the member makes the regular retirement contribution for members on the sick leave payment. The accumulation of these days includes unused sick leave days held by the employee or teacher at the time of implementation of the program.</p>
Louisiana	<p>23:631. A.(1)(a) Upon the discharge of any laborer or other employee of any kind whatever, it shall be the duty of the person employing such laborer or other employee to pay the amount then due under the terms of employment, whether the employment is by the hour, day, week, or month, on or before the next regular payday or no later than fifteen days following the date of discharge, whichever occurs first. (b) Upon the resignation of any laborer or other employee of any kind whatever, it shall be the duty</p>

of the person employing such laborer or other employee to pay the amount then due under the terms of employment, whether the employment is by the hour, day, week, or month, on or before the next regular payday or no later than fifteen days following the date of resignation, whichever occurs first. (2) Payment shall be made at the place and in the manner which has been customary during the employment, except that payment may be made via United States mail to the laborer or other employee, provided postage has been prepaid and the envelope properly addressed with the employee's or laborer's current address as shown in the employer's records. In the event payment is made by mail the employer shall be deemed to have made such payment when it is mailed. The timeliness of the mailing may be shown by an official United States postmark or other official documentation from the United States Postal Service. (3) The provisions of this Subsection shall not apply when there is a collective bargaining agreement between the employer and the laborer or other employee which provides otherwise. B. In the event of a dispute as to the amount due under this Section, the employer shall pay the undisputed portion of the amount due as provided for in Subsection A of this Section. The employee shall have the right to file an action to enforce such a wage claim and proceed pursuant to Code of Civil Procedure Article 2592. C. With respect to interstate common carriers by rail, a legal holiday shall not be considered in computing the fifteen-day period provided for in Subsection A of this Section. D.(1) For purposes of this Section, vacation pay will be considered an amount then due only if, in accordance with the stated vacation policy of the person employing such laborer or other employee, both of the following apply: (a) The laborer or other employee is deemed eligible for and has accrued the right to take vacation time with pay. (b) The laborer or other employee has not taken or been compensated for the vacation time as of the date of the discharge or resignation. (2) The provisions of this Subsection shall not be interpreted to allow the forfeiture of any vacation pay actually earned by an employee pursuant to the employer's policy.

634. A. No person, acting either for himself or as agent or otherwise, shall require any of his employees to sign contracts by which the employees shall forfeit their wages if discharged before the contract is completed or if the employees resign their employment before the contract is completed; but in all such cases the employees shall be entitled to the wages actually earned up to the time of their discharge or resignation. B. Nothing in Subsection A of this Section or in R.S. 23:631(A) shall prohibit an employer from requiring an applicant for employment who becomes an employee or an employee, provided the employee is compensated at a rate equivalent to not less than one dollar above the existing federal minimum wage and is not a part-time or seasonal employee, to sign a contract providing that the costs of such individual's pre-employment medical examination or drug test may be withheld from his wages if he resigns within ninety working days from his first day of work, and, upon resignation, withholding such costs, unless such resignation is attributable to a substantial change made to the employment by the employer as applied in the Louisiana Employment Security Law.

1515 A. Any employer may pay to the surviving spouse of a deceased employee any wages, sick leave, annual leave, or other benefits due to a deceased employee, provided neither spouse has instituted a divorce proceeding. In the event the deceased employee leaves no surviving spouse or if either spouse has instituted a divorce proceeding, the employer may pay the last wages and other benefits to any major child of the deceased employee. B. Before making such payment to the person requesting same, the employer shall require such person to execute an instrument before two witnesses which shall give the name, address, date and place of death of the deceased employee, the relationship of the person requesting payment to said employee, the name and address of the surviving spouse, or children, if any, of said deceased employee and such other information as the employer may require. C. The employer

	<p>may make the payments referred to in this Section, without any court proceedings, order, or judgment authorizing the same and without determining whether or not any inheritance taxes may be due or whether the funds belong to the separate estate of decedent or to the community which existed between the decedent and the surviving spouse, but only if the employer forwards an affidavit stating the name of the deceased, the amount paid, the name of the recipient, and a copy of the release document substantiating the release to the secretary of the Department of Revenue within ten calendar days of the release of the funds.</p>
<p>Maine</p>	<p>26:625. Any person, firm or corporation engaged in any manufacturing or mechanical business may contract with adult or minor employees to give one week's notice of intention on such employee's part to quit such employment under a penalty of forfeiture of one week's wages. In such case, the employer shall be required to give a like notice of intention to discharge the employee, and on failure, shall pay to such employee a sum equal to one week's wages. No such forfeiture shall be enforced when the leaving or discharge of the employee is for a reasonable cause. The enforcement of the penalty shall not prevent either party from recovering damages for a breach of the contract of hire.</p> <p>26:626. An employee leaving employment must be paid in full within a reasonable time after demand at the office of the employer where payrolls are kept and wages are paid, provided that any overcompensation may be withheld if authorized under section 635 and any loan or advance against future earnings or wages may be deducted if evidenced by a statement in writing signed by the employee. Whenever the terms of employment include provisions for paid vacations, vacation pay on cessation of employment has the same status as wages earned. [1991, c. 162 (amd).] For purposes of this subchapter, a reasonable time means the earlier of either the next day on which employees would regularly be paid or a day not more than 2 weeks after the day on which the demand is made. [1991, c. 162 (amd).] In any action for unpaid wages brought under this subchapter, the employer may not deduct as a setoff or counterclaim any money allegedly due the employer as compensation for damages caused to the employer's property by the employee, or any money allegedly owed to the employer by the employee, notwithstanding any procedural rules regarding counteractions, provided that any overcompensation may be withheld if authorized under section 635 and any loan or advance against future earnings or wages may be deducted if evidenced by a statement in writing signed by the employee, and that nothing in this section may be construed to limit or restrict in any way any rights that the employer has to recover, by a separate legal action, any money owed the employer by the employee. [1991, c. 162 (amd).] An action for unpaid wages under this section may be brought by the affected employee or employees or by the Department of Labor on behalf of the employee or employees. An employer found in violation of this section is liable for the amount of unpaid wages and, in addition, the judgment rendered in favor of the employee or employees must include a reasonable rate of interest, an additional amount equal to twice the amount of those wages as liquidated damages and costs of suit, including a reasonable attorney's fee. [1991, c. 162 (amd).] Within 2 weeks after the sale of a business, the seller of the business shall pay employees of that business any wages earned while employed by the seller. If the terms of employment include provisions for paid vacations, vacation pay on cessation of employment has the same status as wages earned. The seller of a business may comply with the provisions of this paragraph through a specific agreement with the buyer in which the buyer agrees to pay any wages earned by employees through employment with the seller and to honor any paid vacation earned under the seller's vacation policy.</p>
<p>Maryland</p>	<p>3-505 LAB. & EMPL. Payment required after termination of employment. (a) <i>In general.</i> — Except as provided in subsection (b) of this section, each employer shall</p>

	<p>pay an employee or the authorized representative of an employee all wages due for work that the employee performed before the termination of employment, on or before the day on which the employee would have been paid the wages if the employment had not been terminated. (b) <i>Payment of accrued leave.</i> — An employer is not required to pay accrued leave to an employee if: (1) the employer has a written policy that limits the compensation of accrued leave to employees; (2) the employer notified the employee of the employer's leave benefits in accordance with § 3-504(a)(1) of this subtitle; and (3) the employee is not entitled to payment for accrued leave at termination under the terms of the employer's written policy.</p> <p>3-604. Each principal shall pay to a sales representative all commissions that are due under a contract that is terminated, within 45 days after payment would have been due if the contract had not terminated.</p> <p><i>[Editor's Note:]</i> Whether or not unused vacation time is payable upon termination depends on the employer's policy, and whether this policy was communicated to the employee in advance. For example, if an employer informs employees at hiring that unused vacation leave will be lost or forfeited when employment ends, then an employee will probably not be able to claim it. On the other hand, where no policy exists or was made known in advance to a terminated employee regarding forfeiture of accrued vacation, the employee may receive the cash value of whatever unused earned vacation leave was left -- provided it was otherwise usable.</p>
<p>Massachusetts</p>	<p>149: 148. Every person having employees in his service shall pay weekly or bi-weekly each such employee the wages earned by him to within six days of the termination of the pay period during which the wages were earned if employed for five or six days in a calendar week, or to within seven days of the termination of the pay period during which the wages were earned if such employee is employed seven days in a calendar week, or in the case of an employee who has worked for a period of less than five days, hereinafter called a casual employee, shall, within seven days after the termination of such period, pay the wages earned by such casual employee during such period, but any employee leaving his employment shall be paid in full on the following regular pay day, and, in the absence of a regular pay day, on the following Saturday; and any employee discharged from such employment shall be paid in full on the day of his discharge, or in Boston as soon as the laws requiring pay rolls, bills and accounts to be certified shall have been complied with. The word ""wages" shall include any holiday or vacation payments due an employee under an oral or written agreement.</p> <p>149:159. A person engaged in manufacturing who requires from his employees, under penalty or forfeiture of a part of the wages earned by them, a notice of intention to leave such employ shall be liable to a like forfeiture, if, without similar notice, he discharges an employee.</p> <p>104:8. The terms of the contract between a principal and a sales representative shall determine when a commission shall be due. If the time when such commission shall be due is not specified in a contract, the past practices between the parties shall control or, if there are no such past practices, the custom and usage prevalent in the commonwealth for the business that is the subject of the relationship between the parties shall control. All commissions that are due at the time of termination of a contract between a sales representative and principal shall be paid within fourteen days after the date of termination. Commissions that become due after the termination date shall be paid within fourteen days after the date on which the commissions became due.</p>
<p>Michigan</p>	<p>408.475 . (1) An employer shall pay to an employee voluntarily leaving employment</p>

all wages earned and due, as soon as the amount can with due diligence be determined. However, an employer shall pay all wages earned and due to an employee engaged in any phase of the hand harvesting of crops as soon as the amount can, with due diligence, be determined, but, in any event, not later than 3 days after the employee's voluntary termination of employment. (2) An employer shall immediately pay to an employee who has been discharged from employment all wages earned and due, as soon as the amount can with due diligence be determined. (3) This section shall not apply to an employee working under contract who either voluntarily leaves employment or is discharged from employment if the amount due cannot be determined until the termination of the contract. In such cases, the employer shall pay to the employee under the provisions of section 2 all wages earned by the employee as nearly as they can be estimated. Final payment shall be made in full at the termination of the contract.

408.473 . An employer shall pay fringe benefits to or on behalf of an employee in accordance with the terms set forth in the written contract or written policy.

408.474. An employer shall not withhold a payment of compensation due an employee as a fringe benefit to be paid at a termination date unless the withholding is agreed upon by written contract or a signed statement obtained with the full and free consent of the employee without intimidation or fear of discharge for refusing to agree to the withholding of the benefit.

Minnesota

181.11. When any such transitory employment as is described in section 181.10 which requires an employee to change the employee's place of abode while performing the service required by the employment is terminated, either by the completion of the work or by the discharge or quitting of the employee, the wages or earnings of such employee in such employment shall be paid within 24 hours and, if not then paid, the employer shall pay the employee's reasonable expenses of remaining in the camp or elsewhere away from home while awaiting the arrival of payment of wages or earnings and, if such wages or earnings are not paid within three days after the termination of such employment for any cause, the employer shall, in addition, pay to the employee the average amount of the employee's daily earnings in such employment from the time of the termination of the employment until payment has been made in full, but not for a longer period of time than 15 days.

181.13. (a) When any employer employing labor within this state discharges an employee, the wages or commissions actually earned and unpaid at the time of the discharge are immediately due and payable upon demand of the employee. If the employee's earned wages and commissions are not paid within 24 hours after demand, whether the employment was by the day, hour, week, month, or piece or by commissions, the employer is in default. (b) The wages and commissions must be paid at the usual place of payment unless the employee requests that the wages and commissions be sent through the mails. If, in accordance with a request by the employee, the employee's wages and commissions are sent to the employee through the mail, the wages and commissions are paid as of the date of their postmark.

181.14. (a) When any such employee quits or resigns employment, the wages or commissions earned and unpaid at the time the employee quits or resigns shall be paid in full not later than the first regularly scheduled payday following the employee's final day of employment, unless an employee is subject to a collective bargaining agreement with a different provision. If the first regularly scheduled payday is less than five calendar days following the employee's final day of employment, full payment may be delayed until the second regularly scheduled payday but shall not exceed a total of 20 calendar days following the employee's final day of employment.

	<p>(b) Notwithstanding the provisions of paragraph (a), in the case of migrant workers, as defined in section 181.85, the wages or commissions earned and unpaid at the time the employee quits or resigns shall become due and payable within five days thereafter. Wages or commissions not paid within the required time period shall become immediately payable upon the demand of the employee. If the employee's earned wages or commissions are not paid within 24 hours after the demand, the employer shall be liable to the employee for an additional sum equal to the amount of the employee's average daily earnings provided in the contract of employment, for every day, not exceeding 15 days in all, until such payment or other settlement satisfactory to the employee is made.</p> <p>181.15. When any number of employees enter upon a strike the wages due such striking employees at the time of entering upon such strike shall not become due until the next regular pay day after the commencement of such strike.</p> <p>181.58. If, at the time of the death of any person, an employer is indebted to the person for work, labor, or services performed, and no personal representative of the person's estate has been appointed, such employer shall, upon the request of the surviving spouse, forthwith pay this indebtedness, in such an amount as may be due, not exceeding the sum of \$10,000, to the surviving spouse. The employer may in the same manner provide for payment to the surviving spouse of accumulated credits under the vacation or overtime plan or system maintained by the employer. 514.59. Every employee has a lien upon all the property of that person's employer, as against any attachment or execution levied thereon, for the security of the employee's wages earned within the six months last preceding, to an amount not exceeding \$1,000 or five weeks net wages, whichever is greater, subject to a maximum of \$3,000. For purposes of this section, "wages" includes payments required to be made to a vacation or health, welfare, or pension fund on behalf of the employee.</p>
Mississippi	<p>91-7-323. When any person, male or female, shall die leaving wages, salary or other compensation due him, it shall be lawful for the debtor to pay said wages, salary or other compensation to the wife or husband, as the case may be, of said deceased creditor if he or she leaves a wife or husband, as the case may be, surviving him or her; and if he or she shall leave no wife or husband surviving him or her, then to his or her children if adults; and if he or she shall leave no children and no wife or husband surviving him or her, then to his or her mother; and if he or she shall leave no wife or husband or children or mother surviving him or her, then to his or her father; and if he or she shall leave no wife or children or husband or mother or father surviving him or her, then to his or her brothers and sisters if adults. If such creditor shall have left no wife, husband, children, nor brothers nor sisters, nor father nor mother surviving him or her, or if any of his or her children surviving him or her shall be minors, or if any of his or her brothers or sisters surviving him or her, entitled to inherit, shall be minors, then it shall be lawful for said debtor to pay said wages, salary or other compensation to the chancery clerk of the county in which said creditor resided at the time of his or her death, or of the county where he or she died.</p>
Missouri	<p>290.110. Whenever any person, firm or corporation doing business in this state shall discharge, with or without cause, or refuse to further employ any servant or employee thereof, the unpaid wages of the servant or employee then earned at the contract rate, without abatement or deduction, shall be and become due and payable on the day of the discharge or refusal to longer employ and the servant or employee may request in writing of his foreman or the keeper of his time to have the money due him, or a valid check therefore, sent to any station or office where a regular agent is kept; and if the money or a valid check therefore, does not reach the station or office within seven days from the date it is so requested, then as a penalty for such nonpayment the wages of the servant or employee shall continue from the date of the discharge or refusal to</p>

	<p>further employ, at the same rate until paid; provided, such wages shall not continue more than sixty days. This section shall not apply in the case of an employee whose remuneration for work is based primarily on commissions and whose duties include collection of accounts, care of a stock or merchandise and similar activities and where an audit is necessary or customary in order to determine the net amount due.</p>
<p>Montana</p>	<p>39-3-205. (1) Except as provided in subsections (2) and (3), when an employee is separated from the employ of any employer, all the unpaid wages of the employee are due and payable within 3 days, except for employees of the state of Montana and its political subdivisions who would be paid on the next regular payday for the pay period during which the employee was separated from employment or 15 days from the date of separation from employment, whichever occurs first, either through the regular pay channels or by mail if requested by the employee. However, if an employer's payroll checks originate at an office outside the state, the time provided in this section for payment of wages must be extended for 3 additional days. (2) Except as provided in subsection (3), if an employee is separated for cause from employment by the employer, all the unpaid wages of the employee are due and payable immediately upon the separation. (3) If an employee is separated from employment by the employer because the employee has committed the offense of theft of the employer's funds or property and criminal charges have been filed by the county attorney against the employee, the employer may apply to the district court for an order temporarily staying the payment of any unpaid wages due the employee and staying the running of the penalty provided for in 39-3-206 pending the final resolution of criminal proceedings against the employee. If the employee pleads or is found guilty of the criminal offense, the district court may order any wages due and owing to the employee by the employer to be offset against the amount the employee illegally obtained from the employer. If the employee is found not guilty of the criminal offense, the district court may order the employer to pay the employee any wages due, including interest.</p>
<p>Nebraska</p>	<p>48-1230. Except as otherwise provided in this section, each employer shall pay all wages due its employees on regular days designated by the employer or agreed upon by the employer and employee. Thirty days' written notice shall be given to an employee before regular paydays are altered by an employer. An employer may deduct, withhold, or divert a portion of an employee's wages only when the employer is required to or may do so by state or federal law or by order of a court of competent jurisdiction or the employer has written agreement with the employee to deduct, withhold, or divert. Whenever an employer, other than a political subdivision, separates an employee from the payroll, the unpaid wages shall become due on the next regular payday or within two weeks of the date of termination, whichever is sooner. Whenever a political subdivision separates an employee from the payroll, the unpaid wages shall become due within two weeks of the next regularly scheduled meeting of the governing body of the political subdivision if such employee is separated from the payroll at least one week prior to such meeting. When an employee of a political subdivision is separated from the payroll less than one week prior to the next regularly scheduled meeting of the governing body of the political subdivision, unpaid wages shall be due within two weeks of the following regularly scheduled meeting of the governing body of the political subdivision.</p> <p>48-1229. Fringe benefits includes sick and vacation leave plans, disability income protection plans, retirement, pension, or profit-sharing plans, health and accident benefit plans, and any other employee benefit plans or benefit programs regardless of whether the employee participates in such plans or programs; and Wages means compensation for labor or services rendered by an employee, including fringe benefits, when previously agreed to and conditions stipulated have been met by the employee, whether the amount is determined on a time, task, fee, commission, or other basis.</p>

	<p>Wages includes commissions on all orders delivered and all orders on file with the employer at the time of termination of employment less any orders returned or canceled at the time suit is filed.</p>
Nevada	<p>608.020. Whenever an employer discharges an employee, the wages and compensation earned and unpaid at the time of such discharge shall become due and payable immediately.</p> <p>608.030. Whenever an employee resigns or quits his employment, the wages and compensation earned and unpaid at the time of his resignation or quitting must be paid no later than: 1. The day on which he would have regularly been paid the wages or compensation; or 2. Seven days after he resigns or quits, whichever is earlier.</p> <p>146.080. Wages for deceased employees shall be paid within 40 days of death to surviving spouse or to decedent with affidavit provided estate is not valued over \$20,000.</p>
New Hampshire	<p>275:44. Whenever an employer discharges an employee, the employer shall pay the employee's wages in full within 72 hours. Whenever an employee quits or resigns, the employer shall pay the employee's wages no later than the next regular payday, as provided under RSA 275:43, either through the regular pay channels or by mail if requested by the employee, except that if the employee gives at least one pay period's notice of intention to quit the employer shall pay all wages earned by the employee within 72 hours. When work of an employee is suspended as a result of a labor dispute, or when an employee for any reason whatsoever is laid off, the employer shall pay in full to such employee not later than the next regular payday, as designated under RSA 275:43, either through the regular pay channels or by mail if requested by the employee, wages earned at the time of suspension or layoff. Regardless of the reason for an employee's termination of employment the employer shall pay to the appropriate administrator or other designated officials all wages in the nature of hourly health and welfare fund or pension fund contributions due with respect to such employee at the time of the next succeeding payment date applicable to such contributions.</p> <p>275:43. Vacation pay, severance pay, personal days, holiday pay, sick pay and payment of employee expenses, when such benefits are a matter of practice or policy, or both, shall be considered wages pursuant to RSA 275:42, III, when due.</p> <p>275:47 . In the event of the death of an employee, wages due him by an employer not in excess of \$300 may upon proper demand be paid, in the absence of actual notice of the pendency of probate proceedings, without requiring letters testamentary or of administration in the following order of preference to descendants: In accordance with the laws of intestacy for the state of New Hampshire.</p>
New Jersey	<p>34:11-4.3. Whenever an employer discharges an employee, or when the work of an employee is suspended as a result of a labor dispute, or when an employee for any reason whatsoever is laid off, or whenever an employee quits, resigns, or leaves employment for any reason, the employer shall pay the employee all wages due not later than the regular payday for the pay period during which the employee's termination, suspension or cessation of employment (whether temporary or permanent) took place, as established in accordance with section 2 of this act; or in the case of employees compensated in part or in full by an incentive system, a reasonable approximation of all wages due, until the exact amounts due can be computed; provided, however, that when any employee is suspended as a result of a labor dispute and such labor dispute involves those employees who make up payrolls, the employer may have an additional 10 days in which to pay such wages. Such payment may be</p>

	<p>made either through the regular pay channels or by mail if requested by the employee.</p> <p>34:11-4.5. In the event of the death of an employee all wages due the deceased employee may, upon proper demand on the employer, be paid, in the absence of actual notice of the pendency of probate proceedings, without requiring letters testamentary or of administration in the following order of preference to decedent's: (1) surviving spouse, (2) children 18 years of age and over in equal shares, or to the guardian of children under 18 years of age, (3) father and mother or survivor, (4) sisters and brothers, or to the person who pays the funeral expenses. b. Payments under subsection a. of this section made after presentation of proof of relationship shall be a release and discharge of the employer to the amount of such payment.</p>
<p>New Mexico</p>	<p>50-4-4. A. Whenever an employer discharges an employee, the unpaid wages or compensation of such employee, if a fixed and definite amount, and not based on a task, piece, commission basis or other method of calculation, shall, upon demand become due immediately, and the employer shall pay such wages to the employee within five days of such discharge. B. In all other cases of discharged employees the settlement and payment of wages or compensation shall be made within ten days of such discharge. C. In case of failure to pay wages or compensation due an employee within the time hereinbefore fixed, the wages and compensation of the employee shall continue from the date of discharge until paid at the same rate the employee received at the time of discharge, and may be recovered in a civil action brought by the employee; provided that the employee shall not be entitled to recover any wages or compensation for any period subsequent to the date of discharge unless he pleads in his complaint and establishes that he made demand within a reasonable time upon his employer at the place designated for payment and payment was refused, provided further that the employee shall not be entitled to recover any wages or compensation for any period subsequent to the sixtieth day after the date of discharge.</p> <p>50-4-5. Whenever an employee (not having a written contract for a definite period) quits or resigns his employment, the wages or compensation shall become due and be payable at the next succeeding payday. Nothing in this section shall prohibit or restrict the right of the employer to make immediate payment at the time of quitting.</p> <p>50-4-6. In the event of the suspension of work as the result of an industrial dispute, the wages and compensation earned and unpaid at the time of such suspension shall become due and payable at the next payday as provided in Section 2 [50-4-2 NMSA 1978] of this act, including, without abatement or reduction, other than such deductions as may be required by law, or as may be specified in the contract of hiring, all amounts due to all persons whose work has been suspended as a result of such industrial dispute, together with any deposit or other guaranty held by the employer for the faithful performance of the duties of the employee.</p> <p>45-3-1301. The surviving spouse of a deceased person may, without procuring letters, collect any sum representing the final payment owed the decedent at the time of his death for wages, earnings, salary, commissions, travel or other reimbursement from the state or any of its political subdivisions or from any corporation, copartnership, association, individual, bank or trust company.</p>
<p>New York</p>	<p>191. If employment is terminated, the employer shall pay the wages not later than the regular pay day for the pay period during which the termination occurred, as established in accordance with the provisions of this section. If requested by the employee, such wages shall be paid by mail.</p> <p>191-c. 1. When a contract between a principal and a sales representative is terminated,</p>

all earned commissions shall be paid within five business days after termination or within five business days after they become due in the case of earned commissions not due when the contract is terminated. 2. The earned commission shall be paid to the sales representative at the usual place of payment unless the sales representative requests that the commission be sent to him or her through the mails. If the commissions are sent to the sales representative by mail, the earned commissions shall be deemed to have been paid as of the date of their postmark for purposes of this section.

198-c. 198-c. 1. In addition to any other penalty or punishment otherwise prescribed by law, any employer who is party to an agreement to pay or provide benefits or wage supplements to employees or to a third party or fund for the benefit of employees and who fails, neglects or refuses to pay the amount or amounts necessary to provide such benefits or furnish such supplements within thirty days after such payments are required to be made, shall be guilty of a misdemeanor, and upon conviction shall be punished as provided in section one hundred ninety-eight-a of this article. Where such employer is a corporation, the president, secretary, treasurer or officers exercising corresponding functions shall each be guilty of a misdemeanor. 2. As used in this section, the term "benefits or wage supplements" includes, but is not limited to, reimbursement for expenses; health, welfare and retirement benefits; and vacation, separation or holiday pay. 3. This section shall not apply to any person in a bona fide executive, administrative, or professional capacity whose earnings are in excess of nine hundred dollars a week.

§ 1310. Upon the death of an employee, unless otherwise provided by a designation of a beneficiary which is then in effect, it shall be lawful for the employer to pay to the surviving spouse of the decedent not more than thirty thousand dollars of the wages due, upon an affidavit made by the spouse showing that the payment and all other payments received by the spouse under this subdivision do not in the aggregate exceed thirty thousand dollars. Not less than thirty days after the death of an employee, unless otherwise provided by a designation of a beneficiary which is then in effect, it shall be lawful for the employer to pay not more than fifteen thousand dollars of the debt to (a) the surviving spouse, (b) one or more of the children eighteen years of age or older, (c) the father or mother, (d) the brother or sister (e) the niece or nephew of the decedent, preference being given in the order named if request for payment shall have been made by more than one such person, (f) a creditor of the decedent or to a person who has paid or incurred the funeral expense of the decedent, upon the request of the surviving spouse or of one of such relatives. Payment under this subdivision may be made upon an affidavit by the surviving spouse or relative to whom or at whose request the payment is made, showing (i) the date of the death of the decedent, (ii) the relationship of the affiant to the decedent, (iii) that no fiduciary has qualified or been appointed, (iv) the names and addresses of the persons entitled to and who will receive the money paid, and (v) that such payment and all other payments made under this section by all debtors, known to the affiant, after diligent inquiry do not in the aggregate exceed fifteen thousand dollars. This subdivision does not limit the right of an employer to make payment to a surviving spouse within less than thirty days after the death of the employee as provided in subdivision two. Not less than 6 months after the death of an employee, unless otherwise provided by a designation of a beneficiary which is then in effect, it shall be lawful for the debtor to pay a debt which does not exceed \$5,000, or any part of such debt, to a distributee or, to the extent that the funds are not exempt from claims of creditors, to a creditor or to a person who has paid or incurred the funeral expense upon an affidavit made by the person paid showing (a) the date of the death of the decedent, (b) that no fiduciary has qualified or been appointed, (c) that the decedent was not survived by a spouse or minor child, (d) that the affiant is entitled to the payment, and (e) that such payment and all other payments

	made under this section by all debtors, known to the affiant, after diligent inquiry, do not in the aggregate exceed \$5,000.
North Carolina	<p>§ 95-25.7. Employees whose employment is discontinued for any reason shall be paid all wages due on or before the next regular payday either through the regular pay channels or by mail if requested by the employee. Wages based on bonuses, commissions or other forms of calculation shall be paid on the first regular payday after the amount becomes calculable when a separation occurs. Such wages may not be forfeited unless the employee has been notified in accordance with G.S. 95-25.13 of the employer's policy or practice which results in forfeiture. Employees not so notified are not subject to such loss or forfeiture.</p> <p>95-25.2(16). "Wage" includes sick pay, vacation pay, severance pay, commissions, bonuses, and other amounts promised when the employer has apolicy or a practice of making such payments.</p> <p>§ 95-25.12. No employer is required to provide vacation for employees. However, if an employer provides vacation for employees, the employer shall give all vacation time off or payment in lieu of time off in accordance with the company policy or practice. Employees shall be notified in accordance with G.S. 95-25.13 of any policy or practice which requires or results in loss or forfeiture of vacation time or pay. Employees not so notified are not subject to such loss or forfeiture.</p>
North Dakota	<p>34-14 Limitations on accrued paid time off - Investigation . 1. If an employee separates from employment voluntarily, a private employer may withhold payment for accrued paid time off if: a. The employee has been employed by the employer for less than two years; and b. The employee gave the employer less than ten days' written or verbal notice. 2. As provided under section 34 - 14 - 05, an employee may report a violation under this section. If a report of violation is made within thirty days of the alleged violation, the labor commissioner shall hold a hearing on the merits of the claim. If a report is made more than thirty days following the alleged violation, the commissioner may hold a hearing on the merits of the claim.</p> <p>34-14-03. Employees who are separated from payroll before paydays. Whenever an employee is discharged or terminated from employment by an employer, separates from employment voluntarily, or is suspended from work as the result of an industrial dispute, the employee's unpaid wages or compensation becomes due and payable at the regular paydays established in advance by the employer for the periods worked by the employee. When an employer discharges or terminates an employee, the employer shall pay those wages to the employee by certified mail at an address designated by the employee or as otherwise agreed upon by both parties. If the employer fails to pay the wages within the stated time, the employee may charge and collect wages in the sum agreed upon in the contract of employment for each day the employer is in default until the employer has paid in full, without rendering any service therefore, except the employee shall cease to draw wages or salary thirty days after such default.</p> <p>34-01-12. If at the time of the death of any person, his employer is indebted to him for work, labor, or services performed, and no executor or administrator of his estate has been appointed, such employer, upon the request of the surviving spouse, or, if there is no surviving spouse, then upon the request of the person's next eligible heir or heirs as determined by section 30.1-04-03, forthwith shall pay said indebtedness to the said surviving spouse or heirs. The employer shall require proof of the claimant's or claimants' relationship to the decedent by affidavit and shall require claimant or claimants to acknowledge receipt of such payment in writing. Any payments made by an employer pursuant to the provisions of this section operate as a full and complete discharge of the employer's indebtedness to the extent of such payment, and no</p>

	<p>employer thereafter may be liable therefore to the decedent's estate or the decedent's executor or administrator thereafter appointed. Any amount so received by a spouse or heirs must be considered in diminution of the allowance provided for by section 30.1-07-02.</p> <p>46-02-07-02. Paid time off includes annual leave, earned time, personal days, or any other provisions of the employment relationship intended to provide compensation as vacation. Provisions where employees earn time off and the employees can use the days for any purpose, are paid time off unless separate arrangements are made for sick leave. Paid time off, once earned or awarded, is considered wages upon separation from employment. If the paid time off is available for use at the time of separation from employment, the employer must pay the employee for that time at the regular rate of pay earned by the employee prior to separation. No employment contract or policy may provide for forfeiture of earned paid time off upon separation. An employment contract or policy may require an employee to take vacation by a certain date or lose the vacation (use it or lose it), provided that the employee is given a reasonable opportunity to take the vacation. The employer must demonstrate that the employee had notice of such contract or policy provision.</p>
<p>Ohio</p>	<p>§ 2113.04. Any employer, including the state or a political subdivision, at any time after the death of his or its employee, may pay all wages or personal earnings due to the deceased employee to: (A) the surviving spouse; (B) any one or more of the children eighteen years of age or older; or (C) the father or mother of the deceased employee, preference being given in the order named, without requiring letters testamentary or letters of administration to be issued upon the estate of the deceased employee, and without requiring an Ohio estate tax release where the wages or personal earnings do not exceed two thousand five hundred dollars. The payment of wages or personal earnings is a full discharge and release to the employer from any claim for the wages or personal earnings. If letters testamentary or letters of administration are thereafter issued upon the estate of the deceased employee, any person receiving payment of wages or personal earnings under this section is liable to the executor or administrator for the sum received by him.</p> <p>124.13. Upon separation from state service, an employee shall be entitled to compensation at the employee's current rate of pay for all lawfully accrued and unused vacation leave to the employee's credit at the time of separation up to three years. In case of transfer of an employee from one state agency to another, or between a county and the state, the employee may elect to be compensated at the employee's current rate of pay for accrued and unused vacation leave at the time of transfer by the releasing agency or to retain the accrued and unused vacation leave. In case of death of an employee, such unused vacation leave shall be paid in accordance with section 2113.04 of the Revised Code, or to the employee's estate. Notwithstanding section 325.19 of the Revised Code, county department of job and family services employees shall receive vacation benefits as provided in this section.</p> <p>§ 4113.15. In the absence of a contest, court order or dispute, an employer who is party to an agreement to pay or provide fringe benefits to an employee or to make any employee authorized deduction becomes a trustee of any funds required by such agreement to be paid to any person, organization, or governmental agency from the time that the duty to make such payment arises. No person shall, without reasonable justification or excuse for such failure, knowingly fail or refuse to pay to the appropriate person, organization, or governmental agency the amount necessary to provide the benefits or accomplish the purpose of any employee authorized deduction, within thirty days after the close of the pay period during which the employee earned or had deducted the amount of money necessary to pay for the fringe benefit or make</p>

	<p>any employee authorized deduction. Wage" means the net amount of money payable to an employee, including any guaranteed pay or reimbursement for expenses, less any federal, state, or local taxes withheld; any deductions made pursuant to agreement for the purpose of providing the employee with any fringe benefits; and any employee authorized deduction.</p>
<p>Oklahoma</p>	<p>§40-165.3. Whenever an employee's employment terminates, the employer shall pay the employee's wages in full, less offsets, at the next regular designated payday established for the pay period in which the work was performed either through the regular pay channels or by certified mail postmarked within the deadlines herein specified if requested by the employee, unless provided otherwise by a collective bargaining agreement that covers the employee.</p> <p>§40-165.3a . Other than an employee provided with an option of beneficiary designation with respect to his wages and benefits by his employer, all wages earned by an employee, not exceeding Three Thousand Dollars (\$3,000.00), shall, upon the employee's death, become due and payable to the employee's surviving spouse, or if there is no surviving spouse, the dependent children, or their guardians or the conservators of their estates, in equal shares, without the necessity of a probate court action.</p> <p>380:30-1-5. For the purpose of clarification of § 165.1 (4) of Title 40 O.S., specifically, when accrued vacation pay, sick pay, severance pay or other similar advantages are payable as a wage upon termination of employment: (1) Vacation pay, sick pay, severance pay or other similar advantage is considered "wages" only if the payment of such is; (A) Agreed upon between the employer and the employee; or (B) It is provided by the employer to his employees in an established policy. (2) The Department will accept and process accrued leave claims only if: (A) The claims arise by virtue of express language in a written employment contract or policy manual which provides for the payment of cash in lieu of time-off; or (B) The claims arise by virtue of an "established policy" based upon a promise by the employer, either express or implied, and supported by a prior course of conduct by the employer where payment of cash in lieu of time-off was actually made to previous employees. (3) If payment of cash in lieu of time-off is provided in a written employment contract or policy manual, the employee must meet all conditions precedent set out in the contract or the manual before entitlement to payment to accrued leave vests in that employee. (4) The Department shall reject any claim if the written contract or policy manual or an established policy does not provide for the payment of cash in lieu of time-off or if the claimant has failed to meet all conditions precedent required for such payment.</p> <p>380:30-1-6. (a) A provision in a written employment contract or policy manual which requires the employee to be employed at the time the bonus is paid, is valid. Employees terminated, voluntarily or involuntarily, prior to the bonus payment date are not entitled to receive the bonus payment.(b) If there is no such provision requiring that the employee be employed at the time the bonus is paid and (i) the employer has declared its intertion to pay a bonus and (ii) the amount of the bonus has been made definite prior to payment, then the employee is entitled to receive the bonus even if involuntarily terminated prior to payment. In such a case, the bonus will be deemed earned and due and will be part of wages due the terminated employee.</p>
<p>Oregon</p>	<p>652.140. (1) Whenever an employer discharges an employee or where such employment is terminated by mutual agreement, all wages earned and unpaid at the time of such discharge or termination shall become due and payable not later than the end of the first business day after the discharge or termination.(2) When an employee who does not have a contract for a definite period quits employment, all wages earned and unpaid at the time of quitting become due and payable immediately if the</p>

employee has given to the employer not less than 48 hours' notice, excluding Saturdays, Sundays and holidays, of intention to quit employment. If notice is not given to the employer, the wages shall be due and payable within five days, excluding Saturdays, Sundays and holidays, after the employee has quit, or at the next regularly scheduled payday after the employee has quit, whichever event first occurs. (3) For the purpose of this section, if employment termination occurs on a Saturday, Sunday or holiday, all wages earned and unpaid shall be paid no later than the end of the first business day after the employment termination, except that if the employment is related to activities authorized under ORS chapter 565, all wages earned and unpaid shall be paid no later than the end of the second business day after the employment termination. (4) The employer shall forward such wages by mail to any address designated by the employee if the employee requests the employer so to do. An employer may deposit such wages without discount in the employee's account in a financial institution, as defined in ORS 706.008, in this state, provided the employee and the employer have agreed to such deposit. (5) This section does not apply to employment for which a collective bargaining agreement otherwise provides for the payment of wages upon termination of employment. (6) When a termination of employment results from the sale of a business or business property and the purchaser employs or continues the employment of an individual employed at the business, this section does not apply to the payment to such an individual of wages for earned but unused accrued holiday leave, sick leave, vacation leave or other leave benefits payable upon termination of employment pursuant to a collective bargaining or other employment agreement or employer policy, if the following conditions are met: (a) On the first day of such an individual's continued employment the purchaser of the business credits the individual with all such earned but unused accrued leave; and (b) The leave, when used, is paid at a rate not less than the rate at which the leave was earned or, if paid at a lesser rate, the number of hours credited is increased to compensate the individual for any difference.

652.145. Notwithstanding ORS 652.140, if an employee has worked for an employer as a seasonal farmworker, whenever the employment terminates, all wages earned and unpaid become due and payable immediately. However, if the employee quits without giving the employer at least 48 hours' notice, wages earned and unpaid are due and payable within 48 hours after the employee has quit, or at the next regularly scheduled payday after the employee has quit, whichever event first occurs. As used in this section, "seasonal farmworker" means an individual who, for an agreed remuneration or rate of pay, performs temporary labor for another in the production of farm products or in the planting, cultivating or harvesting of seasonal agricultural crops or in the forestation or reforestation of lands including, but not limited to, the planting, transplanting, tubing, precommercial thinning and thinning of trees and seedlings, the clearing, piling and disposal of brush and slash and other related activities.

652.170. When any number of employees enter upon a strike, the wages due such striking employees at the time of entering upon such strike shall not become due and payable until the next regular payday after the commencement of such strike, if the time between the commencement of the strike and the next regular payday does not exceed a period of 30 days. If the intervening time does exceed the period of 30 days, then the wages shall be due and payable 30 days after the commencement of the strike.

652.190. All wages earned by an employee, not exceeding \$10,000, shall, upon the employee's death, become due and payable to the employee's surviving spouse, or if there is no surviving spouse, the dependent children, or their guardians or the conservators of their estates, in equal shares, to the same extent as if the wages had been earned by such surviving spouse or dependent children. As used in this section, "wages" means compensation of employees based on time worked or output of

	<p>production and includes every form of remuneration payable for a given period to an individual for personal services.</p>
<p>Pennsylvania</p>	<p>§ 260.5. (a) Separated Employees. Whenever an employer separates an employee from the payroll, or whenever an employee quits or resigns his employment, the wages or compensation earned shall become due and payable not later than the next regular payday of his employer on which such wages would otherwise be due and payable. If requested by the employee, such payment shall be made by certified mail. (b) Industrial Disputes. In the event of the suspension of work as the result of an industrial dispute, the wages and compensation earned and unpaid at the time of said suspension shall become due and payable not later than the next regular payday of his employer on which such wages would otherwise be due and payable: Provided, That if the employer is unable to prepare the payroll due to industrial disputes or for other reasons beyond the control of the employer, the employer shall not be deemed in violation of section 3 of this act.</p> <p>260.2a. Wages." Includes all earnings of an employee, regardless of whether determined on time, task, piece, commission or other method of calculation. The term "wages" also includes fringe benefits or wage supplements whether payable by the employer from his funds or from amounts withheld from the employees' pay by the employer. "Fringe benefit or wage supplements." Includes all monetary employer payments to provide benefits under any employee benefit plan, as defined in section 3(3) of the Employee Retirement Income Security Act of 1974, 29 U.S.C. g 1001 et seq.;* as well as separation, vacation, holiday, or guaranteed pay; reimbursement for expenses; union dues withheld from the employees' pay by the employer; and any other amount to be paid pursuant to an agreement to the employee, a third party or fund for the benefit of employees.</p> <p>§ 291. If the employers policy requires an employee to provide notice of their intent to quit, under a penalty of forfeiture of wages, the employer must give the employee the same notice of their intent to discharge, or pay similar penalty, except in cases of discharge for misconduct or in case of a labor strike.</p> <p>§ 3101. (a) Wages, salary or employee benefits.--Any employer of a person domiciled in this Commonwealth at any time after the death of the employee, whether or not a personal representative has been appointed, may pay wages, salary or any employee benefits due the deceased in an amount not exceeding \$5,000 to the spouse, any child, the father or mother, or any sister or brother (preference being given in the order named) of the deceased employee. Any employer making such a payment shall be released to the same extent as if payment had been made to a duly appointed personal representative of the decedent and he shall not be required to see to the application thereof. Any person to whom payment is made shall be answerable therefore to anyone prejudiced by an improper distribution.</p>
<p>Rhode Island</p>	<p>§ 28-14-4. (a) Whenever an employer separates an employee from the payroll, the unpaid wages or compensation of the employee becomes due on the next regular payday and payable at the usual place of payment. (b) Whenever an employee is separated from the payroll of an employer after completing at least one year of service, any vacation pay accrued by collective bargaining, company policy, or other agreement between employer and employee becomes wages and is payable in full or on a prorated basis with all other due wages on the next regular payday for the employee. (c) Whenever an employer separates an employee from the payroll as a result of the employer liquidating the business, merging the business, disposing the business, or removing the business out of state, all wages become immediately due and payable within twenty-four (24) hours of the time of separation at the usual place of payment. If the employee has completed at least one year of service with the</p>

	<p>employer, holiday pay, vacation pay in full or on a prorated basis, and insurance benefits due the employee under a collective bargaining agreement, company policy, or other agreement between the employer and employee shall be considered as unpaid wages due and payable within twenty-four (24) hours of the time of separation at the usual place of payment.</p> <p>§ 28-14-5. In the event of the suspension of work as the result of an industrial dispute, the wages and compensation earned and unpaid at the time of the suspension, without abatement or reduction, shall become due and payable at the next regular payday.</p> <p>§ 28-14-6. (a) Any employer, including the state or a municipal corporation, may at any time after thirty (30) days from the death of an employee pay all wages or personal earnings due to the deceased employee, in order of preference, to: (1) the surviving husband or wife; (2) children eighteen (18) years of age or older in equal shares; (3) father and mother, or the survivor; (4) sisters and brothers in equal shares of the deceased employee; or (5) the person who has paid the funeral bill of the deceased employee; provided the employer has no actual notice of the issuance of any letters testamentary or letters of administration upon the estate of the deceased employee, or of the pendency of any petition for letters testamentary or letters of administration, if the wages or personal earnings do not exceed the sum of one hundred fifty dollars (\$150). (b) The payment of wages or personal earnings as provided in subsection (a) shall be a full discharge and release to the employer from any claim for those wages or personal earnings by the estate of the deceased employee or any other person. (c) As a condition of payment, the employer may require satisfactory proof by affidavit or otherwise as to the relationship of the parties and may also require proper receipts or releases for the payment or payments.</p>
<p>South Carolina</p>	<p>41.10.50. When an employer separates an employee from the payroll for any reason, the employer shall pay all wages due to the employee within forty-eight hours of the time of separation or the next regular payday which may not exceed thirty days.</p> <p>41.10.10. As used in this chapter: (2) "Wages" means all amounts at which labor rendered is recompensed, whether the amount is fixed or ascertained on a time, task, piece, or commission basis, or other method of calculating the amount and includes vacation, holiday, and sick leave payments which are due to an employee under any employer policy or employment contract. Funds placed in pension plans or profit sharing plans are not wages subject to this chapter.</p>
<p>South Dakota</p>	<p>60-11-10. Prompt payment of wages due on separation by employer -- Withholding for return of employer's property. Whenever an employer separates an employee from the payroll, the unpaid wages or compensation of such employee are due and payable not later than the next regular stated pay day for which those hours would have normally been paid or as soon thereafter as the employee returns to the employer all property of the employer in the employee's possession.</p> <p>60-11-11. Payment on regular pay day after resignation by employee -- Withholding for return of employer's property. Whenever an employee not having a written contract for a definite period quits or resigns that employment, the wages or compensation earned are due and payable not later than the next regular stated pay day for which those hours would have normally been paid or as soon thereafter as the employee returns to the employer all property of the employer in the employee's possession.</p> <p>60-11-12. Payment on regular pay day during labor dispute -- Return of deposit for faithful performance. In the event of the suspension of work as the result of a strike,</p>

	<p>lockout, or other labor dispute, the wages and compensation earned and unpaid at the time of said suspension shall become due and payable at the next regular pay day, as provided in § 60-11-9, including, without abatement or reduction, all amounts due all persons whose work has been suspended as a result of such industrial dispute, together with any deposit or other guaranty held by the employer for the faithful performance of the duties of the employment.</p>
<p>Tennessee</p>	<p>50-2-103. (a) All wages or compensation of employees in private employments shall be due and payable as follows: (1) All such wages or compensation earned and unpaid prior to the first day of any month shall be due and payable not later than the twentieth day of the month following the one in which such wages were earned; (2) All wages or compensation earned and unpaid prior to the sixteenth day of any month shall be due and payable not later than the fifth day of the succeeding month; and (3) For the purposes of this subsection (a), the final wages of an employee who quits or is discharged shall include any vacation pay or other compensatory time that is owed to the employee by virtue of company policy or labor agreement. This subdivision (a)(3) does not mandate employers to provide vacations, either paid or unpaid, nor does it require that employers establish written vacation pay policies. (b) "Private employment," as used in subsection (a), means and includes all employments in concerns where five (5) or more employees are employed, except those under the direct management, supervision and control of the United States, of the state of Tennessee, any county, incorporated city or town, or other municipal corporation or political subdivision of the state, or any office or department of the state or general government. (c) Nothing contained in this section shall be construed as prohibiting the payment of wages at more frequent periods than semimonthly. (d) Every employer shall establish and maintain regular pay days as provided in this section, and shall post and maintain notices, printed or written in plain type or script, in at least two (2) conspicuous places where such notices can be seen by the employees as they go to and from work, setting forth the regular pay day as prescribed in subsection (a). (e) The payment of wages or compensation of employees in the employments defined in this section shall be made in lawful money of the United States or by a good and valid negotiable check or draft, payable, on presentation thereof, at some bank or other established place of business, without discount, exchange or cost of collection, in lawful money of the United States, and not otherwise. (f) In case an employee in any such employment shall be absent from the usual place of employment at the time such payment shall be due and payable, such employee shall be paid the wages or compensation within a reasonable time after making a demand therefor. (g) Any employee who leaves or is discharged from employment shall be paid in full all wages or salary earned by such employee no later than the next regular pay day following the date of dismissal or voluntary leaving, or twenty-one (21) days following the date of discharge or voluntary leaving, whichever occurs last. No employer shall, by any means, secure an exemption from this subsection (g). (h) Each employee must have a thirty (30) minute unpaid rest break or meal period if scheduled to work six (6) hours consecutively, except in workplace environments that by their nature of business provide for ample opportunity to rest or take an appropriate break. Such break shall not be scheduled during or before the first hour of scheduled work activity. (i) A violation of this section is a Class B misdemeanor, punishable by a fine of not less than one hundred dollars (\$100) nor more than five hundred dollars (\$500). Further, every employer, partnership or corporation willfully violating any provision contained in subsections (a)-(h) is subject to a civil penalty of not less than five hundred dollars (\$500) nor more than one thousand dollars (\$1,000) at the discretion of the commissioner, or the commissioner's designated representative. Each and every infraction constitutes a separate and distinct offense. If the commissioner, or the commissioner's designated representative, determines that the violation was unintentional, there shall be a warning, in lieu of a penalty, on the first offense. On second or subsequent violations, the civil penalty is applicable and may be assessed at</p>

	<p>the discretion of the commissioner, or the commissioner's designated representative. It shall be at the sole discretion of the commissioner to elect to proceed either civilly or criminally upon any violation of this part; however, the employer shall not be charged both civilly and criminally for the same violation. (j) The department of labor and workforce development shall enforce the provisions of this section. Each employer, during normal business hours, shall make available to inspectors of the department specific wage and payroll records of its employees maintained on the premises that are pertinent to a written complaint. Records that are maintained off the premises or inaccessible shall be made available to the inspectors on a timely basis as agreed upon by the inspector and the employer.</p> <p>30-2-103. .(a) (1) An employee may designate a beneficiary to receive payment for any wages or salary due such employee at the time of the employee's death. (2) The employer is encouraged to inform the employee of this right at the time the employee is hired. (3) If the employee fails to designate such beneficiary as provided for in subdivision (a)(1), the employer shall pay out such wages and salary according to subsection (b). (b) A sum not exceeding ten thousand dollars (\$10,000) is authorized to be paid directly to the surviving spouse of a decedent, but if none, then to the surviving children of the decedent as tenants in common, as follows: (1) By an employer any wages or other compensation owed a deceased employee at the time of the employee's death; (2) By any other person owing, or holding funds for, a decedent if six (6) months have passed since the decedent's death without application having been made for the appointment of a personal representative. However, if such funds exceed ten thousand dollars (\$10,000), the excess shall be paid to the personal representative or as otherwise ordered by the court; and (3) All sums paid pursuant to this subsection shall be charged against the elective share, homestead allowance, and year's support allowance as applicable. If one entitled to receive payment hereunder is a minor, the sum shall be paid to the guardian or custodian for the minor's benefit.</p>
<p>Texas</p>	<p>§ 61.014. (a) An employer shall pay in full an employee who is discharged from employment not later than the sixth day after the date the employee is discharged.(b) An employer shall pay in full an employee who leaves employment other than by discharge not later than the next regularly scheduled payday.</p> <p>§ 61.015. (a) Wages paid on commission and bonuses are due according to the terms of:(1) an agreement between the employee and employer; or(2) an applicable collective bargaining agreement.(b) An employer shall pay wages paid on commission and bonuses to an employee in a timely manner as required for the payment of other wages under this chapter.</p> <p>§61.001. "Wages" means compensation owed by an employer for: (A) labor or services rendered by an employee, whether computed on a time, task, piece, commission, or other basis; and (B) vacation pay, holiday pay, sick leave pay, parental leave pay, or severance pay owed to an employee under a written agreement with the employer or under a written policy of the employer.</p>
<p>Utah</p>	<p>34-28-5. (1) (a) Whenever an employer separates an employee from the employer's payroll the unpaid wages of the employee become due immediately, and the employer shall pay the wages to the employee within 24 hours of the time of separation at the specified place of payment.(2) If an employee does not have a written contract for a definite period and resigns the employee's employment, the wages earned and unpaid together with any deposit held by the employer and properly belonging to the resigned employee for the performance of the employee's employment duties become due and payable on the next regular payday. (3) If work ceases as the result of an industrial dispute, the wages earned and unpaid at the time of this cessation become due and payable at the next regular payday, as provided in Section 34-28-3, including, without</p>

	<p>abatement or reduction, all amounts due all persons whose work has been suspended as a result of the industrial dispute, together with any deposit or other guaranty held by the employer for the faithful performance of the duties of the employment. (4) This section does not apply to the earnings of a sales agent employed on a commission basis who has custody of accounts, money, or goods of the sales agent's principal if the net amount due the agent is determined only after an audit or verification of sales, accounts, funds, or stocks.</p>
Vermont	<p>§ 342. c)(1) An employee who voluntarily leaves his employment shall be paid on the last regular pay day, or if there is no regular pay day, on the following Friday. (2) An employee who is discharged from employment shall be paid within 72 hours of his discharge.</p> <p>§ 345a. In addition to any other penalty or punishment otherwise prescribed by law, any employer who is party to a written agreement to provide fringe benefits or wage supplements, and who fails to pay the amount required by the agreement:(1) shall be liable to the employee for actual damages caused by the failure to pay.</p>
Virginia	<p>§ 40.1-29 A. Upon termination of employment an employee shall be paid all wages or salaries due him for work performed prior thereto; such payment shall be made on or before the date on which he would have been paid for such work had his employment not been terminated.</p>
Washington	<p>49.48.10. When any employee shall cease to work for an employer, whether by discharge or by voluntary withdrawal, the wages due him on account of his employment shall be paid to him at the end of the established pay period: PROVIDED, HOWEVER, That this paragraph shall not apply when workers are engaged in an employment that normally involves working for several employers in the same industry interchangeably, and the several employers or some of them cooperate to establish a plan for the weekly payment of wages at a central place or places and in accordance with a unified schedule of paydays providing for at least one payday each week; but this subsection shall not apply to any such plan until ten days after notice of their intention to set up such a plan shall have been given to the director of labor and industries by the employers who cooperate to establish the plan; and having once been established, no such plan can be abandoned except after notice of their intention to abandon such plan has been given to the director of labor and industries by the employers intending to abandon the plan: PROVIDED FURTHER, That the duty to pay an employee forthwith shall not apply if the labor-management agreement under which the employee has been employed provides otherwise. It shall be unlawful for any employer to withhold or divert any portion of an employee's wages unless the deduction is:(1) Required by state or federal law; or(2) Specifically agreed upon orally or in writing by the employee and employer; or(3) For medical, surgical or hospital care or service, pursuant to any rule or regulation: PROVIDED, HOWEVER, That the deduction is openly, clearly and in due course recorded in the employer's books and records. Paragraph *three of this section shall not be construed to affect the right of any employer or former employer to sue upon or collect any debt owed to said employer or former employer by his employees or former employees.</p> <p>49.48.120 If at the time of the death of any person, his employer is indebted to him for work, labor, and services performed, and no executor or administrator of his estate has been appointed, such employer shall upon the request of the surviving spouse forthwith pay said indebtedness, in such an amount as may be due not exceeding the sum of two thousand five hundred dollars, to the said surviving spouse or if the decedent leaves no surviving spouse, then to the child or children, or if no children, then to the father or mother of said decedent: PROVIDED, HOWEVER, That if by virtue of a community property agreement between the decedent and the surviving spouse, which meets the requirements of RCW 26.16.120, the right to such</p>

	<p>indebtedness became the sole property of the surviving spouse upon the death of the decedent, the employer shall pay to the surviving spouse the total of such indebtedness or that portion which is governed by the community property agreement upon presentation of said agreement accompanied by affidavit of the surviving spouse stating that such agreement was executed in good faith between the parties thereto and had not been rescinded by the parties prior to the death of the decedent: PROVIDED FURTHER, That in all cases the employer shall require proof of claimant's relationship to decedent by affidavit, and shall require claimant to acknowledge receipt of such payment in writing. Any payments made by an employer pursuant to the provisions of RCW 49.48.115 and 49.48.120 shall operate as a full and complete discharge of the employer's indebtedness to the extent of said payment, and no employer shall thereafter be liable therefor to the decedent's estate, or the decedent's executor or administrator thereafter appointed. The employer may also pay the indebtedness upon presentation of an affidavit as provided in RCW 11.62.010.</p>
<p>West Virginia</p>	<p>§21-5-4. (a) In lieu of lawful money of the United States, any person, firm or corporation may compensate employees for services by cash order which may include checks or money orders on banks convenient to the place of employment where suitable arrangements have been made for the cashing of such checks by employees for the full amount of wages. (b) Whenever a person, firm or corporation discharges an employee, such person, firm or corporation shall pay the employee's wages in full within seventy-two hours. (c) Whenever an employee quits or resigns, the person, firm or corporation shall pay the employee's wages no later than the next regular payday, either through the regular pay channels or by mail if requested by the employee, except that if the employee gives at least one pay period's notice of intention to quit the person, firm or corporation shall pay all wages earned by the employee at the time of quitting. (d) When work of any employee is suspended as a result of a labor dispute, or when an employee for any reason whatsoever is laid off, the person, firm or corporation shall pay in full to such employee not later than the next regular payday, either through the regular pay channels or by mail if requested by the employee, wages earned at the time of suspension or layoff. The term "wages" includes "fringe benefits," which means any benefit provided to an employee by an employer, including regular or graduated vacation.</p>
<p>Wisconsin</p>	<p>109.03 Any employee, except a sales agent employed on a commission basis, not having a written contract for a definite period, who quits employment or who is discharged from employment shall be paid in full by no later than the date on which the employee regularly would have been paid under the employer's established payroll schedule or the date of payment required under sub. (1), whichever schedule or the date of payment required under sub. (1), whichever is earlier. "Wage" or "wages" mean remuneration payable to an employee for personal services, including salaries, commissions, holiday and vacation pay, overtime pay, severance pay or dismissal supplemental unemployment benefit plan payments when required under a binding collective bargaining agreement, bonuses and any other similar advantages agreed upon between the employer and the employee or provided by the employer to the employees as an established policy. In case of the death of an employee to whom wages are due, the full amount of the wages due shall upon demand be paid by the employer to the spouse, children, or other dependent living with the employee at the time of death. An employer may, not less than 5 days after the death of an employee and before the filing of a petition or application for administration of the decedent's estate, make payments of the wage due the deceased employee to the spouse, children, parents, or siblings of the decedent, giving preference in the order listed. If none of the relatives listed in par. (b) survives, the employer may apply the payment of the wage or so much of the wage as may be necessary to paying creditors of the decedent in the order of preference prescribed in s. 859.25 for satisfaction of debts by personal representatives.</p>

Wyoming

27-4-104(a) Whenever an employee quits the service or is discharged, the employee shall be paid whatever wages are due him in lawful money of the United States of America, or by check or draft which can be cashed at a bank, within five (5) working days of the date of termination of employment. The employer may offset from any monies due the employee as wages, any sums due the employer from the employee which have been incurred by the employee during his employment. This section does not apply to the earnings of a sales agent employed on a commission basis and having custody of accounts, money or goods of his principal where the net amount due the agent may not be determinable except after an audit or verification of sales, accounts, funds or stocks.

27-4-501. (a) Whenever used in this act: (iii) "Wages" means compensation, including fringe benefits, for labor or services rendered by an employee, whether the amount is determined on a time, task, piece, commission, or other basis.