

**MANUAL OF STEEL:**  
**EMPLOYEE HANDBOOK AND CHECKLIST**

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Employee manuals and handbooks are one of the most ubiquitous documents in the workplace, yet they typically contain policies that are outdated, illegal, ignored or simply wrong.

Often the drafting or revising of handbooks is seen as a necessary chore that either does not get accomplished, or is handled by those with little experience to know how workplace policies can affect the workforce and help or hurt the employer.

The following is a general guide to aide in the process of creating or revising the employee manual.

## **A. MOST FREQUENTLY ASKED QUESTIONS**

### **1. Is an employer legally obligated to have an employee handbook?**

No. There is no statutory requirement that requires an employer to have an employee handbook. There are, however, statutes and regulations that require or compel an employer to publish certain policies.

### **2. Won't an employee handbook lock the employer into its published policies?**

Yes, but that's okay! Having published policies will protect an employer to a greater extent than not having published policies.

### **3. If not legally obligated, and it will lock in an employer, why have one?**

There are various and sound reasons for an employer to publish an employee handbook. Having an employee handbook:

- provides valuable legal protection
- gives managers and employees information they need to know
- consolidates policies since many need to be published anyway
- allows uniformity of treatment and message
- provides management with support for workplace decisions

- is a sign of a professional and well run organization
- may provide insurance premium savings

#### **4. Why don't you just give us a form handbook and we can all go home?**

Despite common beliefs of many business people, there is no “one size fits all” handbook. Although there are a handful of standard policies that can mostly be “cut and pasted,” the majority of policies need to be carefully reviewed and tailored to the individual business needs of the employer. Even the “standard” policies need to be individualized.

Employers routinely will adopt employee handbooks from other businesses or those they find on-line, not realizing there are provisions with which they need to comply, or provisions that do not apply which the employer may nonetheless obligate itself.

Along the same lines, there are many industry specific policies that may have to be included depending on the business of the employer and function of the employees. These include provisions specific to the company or industry, for example, policies concerning:

- Transportation/ Department of Transportation
- Sarbanes-Oxley guidance
- FDA regulations
- Customs issues
- Controlled substances
- High dangerous environment/OSHA
- And many more. . .

#### **6. What policies is an employer legally required to publish?**

A list of common handbook policies can be found in **Appendix “A.”** There is, however, some judgment involved in deciding what is legally required either by statute or case law, but they include policies on equal employment opportunity, sexual harassment, discrimination, retaliation, FMLA notices, at-will employment disclaimer.

#### **7. What policies are highly recommended for an employer to publish?**

They include at-will employment status, employee leave, discipline, addressing complaints, requests or issues, call out/sick procedures, drug testing, privacy, confidentiality of information and personal devices.

### **8. Are there policies that an employer should *leave out* of the handbook?**

Yes. Normally it is the intent of the employer that the handbook not create contractual rights with the employees. That said, there may be provision in the handbook the employer wants to enforce as a contract either during or after employment. These provisions should not be included in the handbook, but should be separate and free standing. Stated simply, the employer cannot have it both ways by stating the handbook is not a contract, but then expecting to enforce certain provisions as if they were binding contracts. Examples include:

- Employee contracts
- Non-compete provisions
- Non-solicitation provisions
- Inventions clauses
- Commission/compensation statements
- Confidentiality
- Arbitration
- Choice of law and jurisdiction provisions
- Set-off/repayment/return of wages or compensation of any kind

### **9. Are there policies that may actually be illegal?**

Yes. The following may be contrary to local, county, state or federal law:  
Recovery of company property:

- Setting off wages in violation of the FLSA, PMWA or WPCL
- Docking policies / “The company doesn’t pay for. . . .”
- Automatic termination after FMLA
- Mandatory retirement policies
- Some anti-fraternization / nepotism policies
- Incorrect statements of statutes (e.g. ADA)
- Also, see NLRB guidance . . .

### **10. NLRB Guidelines**

On March 18, 2015, the Office of the National Labor Relations Board General Counsel issued “Memorandum GC 15-04” with the stated objective to prevent policies that would violate National Labor Relations Act (“NLRA”).

In short, the NLRB has issued guidance to ensure employers don’t tread on the employees’ rights under Section 7 of the NLRA. **The NLRA applies equally to employers with and without unionized workforces.**

Section 7 allows employees the right to engage in “concerted activities for the purpose of collective bargaining or other mutual aid or protection.” The NLRB guidance does not have the force of law, however, it is clear that the Board attorneys, administrative law judges and even judges in civil courts will take their cue from the Memorandum.

The Memorandum explained that even if a policy does not explicitly prohibit Section 7 activity, it still may be found unlawful if “employees would reasonably construe the rule’s language to prohibit Section 7 activity.”

The Memorandum covered a variety of topics, including confidential information, employee violations of work rules, restrictions on employees leaving work, employee communications with each other and with third parties, use of company logos, copyrights and trademarks, use of photography and recording devices, and conflicts of interest.

But in *The Boeing Co. and Society of Professional Engineering Employees in Aerospace IFPTE Local 2001*, 365 NLRB No. 154 (Dec. 14, 2017), the NLRB **overturned** its 2004 decision in *Lutheran Heritage Village-Livonia*, 343 NLRB 646 (2004), which held an employer’s policy, especially those in the handbook, is unlawful if an employee would “reasonably construe” the language to interfere with their Section 7 rights under the Act.

After *Lutheran*, the NLRB’s General Counsel published a Memorandum on March 18, 2015 setting forth in significant detail the distinction of between policies that were considered neutral and therefore acceptable, and those the NLRB considered to be intimidating, threatening, or would otherwise interfere with employees’ Section 7 rights. As a result, employers nationwide took a hard look at their employee handbooks, and many revised them accordingly.

Now, dividing questionable policies into three categories, the NLRB will determine (i) the nature and extent of the potential impact on NLRA rights, and (ii) legitimate justifications associated with the rule.

When drafting or revising an employee handbook, a decision will have to be made as to what extent the NLRB guidance be heeded, striking a balance between publishing policies to protect the company and employees, the employees' Section 7 rights, and the chance of the company facing an unfair labor practice. The chances of a claim against the company increases, of course, if the company has a unionized workforce.

### **11. How often should the handbook be reviewed?**

The employee handbook should be reviewed approximately every two years, or when there is a new case, regulation or statute that would change a policy. In addition, the employer should review the handbook as the number of employees increases or decreases above or below the number required for certain statutes. For example, employers with the following number of employees are subject to the listed statute:

- 4 Pennsylvania Human Relations Act
- 15 Title VII, ADA, GINA
- 20 ADEA, COBRA
- 50 FMLA, certain EEO regulations and government contracts
- 100 WARN

### **12. Should the employer provide a hard copy or electronic version?**

There is no specific requirement either way. If possible, electronic versions are considered easier as changes can be quickly made and the handbook is accessible on-line or on the company's intranet.

### **13. Should get the employees to sign an acknowledgment form?**

Yes. Either a hard copy signed acknowledgement form or an electronic response that the employee has received and/or reviewed the handbook.

**14. Should the employer follow-up with employee and/or manager training?**

Absolutely. Not only will training provide information in addition to what is contained in the handbook, but important policies and procedures will be reinforced. Furthermore, employees will have an opportunity ask questions.

**B. EMPLOYEE HANDBOOKS THAT CREATE CONTRACTUAL RIGHTS**

Without an employment agreement or contract, an employee is “at-will” meaning the employee is free to leave employment at their will, and the employer is free to terminate the employment relationship at any time absent an otherwise illegal reason. To overcome the at-will presumption, “there must be either an express contract between the parties, or an implied-in-fact contract plus consideration passing from the employee to the employer from which the court can infer the parties intended to overcome the at-will presumption.” *Sharp v. BW/IP Int’l, Inc.*, 991 F. Supp. 451, 459 (E.D. Pa. 1998) (citing *Anderson v. Haverford College*, 851 F. Supp. 179, 181 (E.D. Pa. 1994)).

The burden is on the employee to prove the parties intended to overcome the at-will presumption and that the parties intended to create an employment relationship different than employment at-will. *See DiBonaventura v. Consolidated Rail Corp.*, 539 A.2d 865, 867 (Pa. Super. 1988). The burden is “very great” and requires a showing of a “clear statement of an intent[ ] to so modify.” *Id.* at 868.

It is for the court to interpret a handbook, utilizing a reasonable person standard, to discern whether it contains evidence of the employer’s intention to be legally bound. *Anderson*, 851 F. Supp. at 181 (citing *Ruzicki v. Catholic Cemeteries, Inc.*, 610 A.2d 495, 497 (Pa. Super. 1992) (“Under the reasonable person standard, a handbook is only enforceable as a contract if a reasonable person in the same position as the employee would interpret its provisions as evidencing an intent by the employer to overcome the at-will presumption.”)); *Schoch v. First Fid. Bancorporation*, 912 F.2d 654, 660 (3d Cir. 1990) (court has duty to determine if evidence is sufficient to defeat at-will presumption).

In *Luteran v. Loral Fairchild Corp.*, 688 A.2d 211 (Pa. Super.), *allocatur denied*, 701 A.2d 578 (Pa. 1997), Luteran challenged a Court of Common Pleas

determination that he was an at-will employee who was properly discharged. Luteran contended the employee handbook contained clear and unequivocal language which established he could only be fired for just cause. The handbook set forth details regarding the employer's numerous policies and included the following provision:

You may only be discharged for cause. Some examples of just cause are excessive tardiness, absenteeism, insubordination, dishonesty, pilferage, incompetence, inefficiency, intoxication, use of drugs on the job, attempting to influence fellow employees to limit production and deliberately damaging company property or injuring a co-worker.

*Id.* at 213.

The *Luteran* court rejected the employee's assertion that the provision evidenced an intent by the employer to create an implied contract whereby he could only be discharged for objective cause only. The court determined "the list of actions set forth in the handbook which call for discharge are nothing more than common sense enumerations of actions that any reasonable at-will employee would understand to call generally for discharge." *Id.* at 215. The court stated the list was nothing more than an "aspirational statement by the employer listing actions that generally will not be tolerated" and that the list served merely an "information function." *Id.* The court held, therefore, the provision did not create the contractual relationship so asserted by the employee.

In *Preobrazhenskaya v. Mercy Hall Infirmary*, No. CIV.A.02-3190, 2003 WL 21877711, at \*3 (3d Cir. July 30, 2003), *cert. denied*, 540 U.S. 1150 (2004), the Third Circuit rejected an employee's argument that the provisions of an employee manual stating that "permanent" employment begins after a 90-day probationary period and which provided a list of reasons why an employee may be dismissed from employment constituted a contract for employment. The Third Circuit adopted the Magistrate Judge's finding that "in order for an employee handbook to constitute a contract, it must contain a clear indication that the employer intends to overcome the at-will presumption" and refused to overturn the Magistrate Judge's finding that the employee manual served an informational, rather than a contractual, purpose. *Id.*

Pennsylvania courts agree that an appropriate disclaimer is sufficient to overcome an employee's argument that the handbook creates a contract for

employment. Thus, an employer may issue statements in an employee handbook that are not contractually binding, so long as such statements are accompanied with an “appropriate, conspicuous disclaimer.” *Martin v. Capital Cities Media, Inc.*, 511 A.2d 830, 840 (Pa. Super. 1986), *allocatur denied*, 523 A.2d 1132 (Pa. 1987); *see Scott v. Extracorporeal, Inc.*, 545 A.2d 334, 338 (Pa. Super. 1988) (“great clarity is necessary to contract away the at-will presumption”); *see also Anderson*, 851 F. Supp. at 182 (“Courts have held that provisions in employee handbooks which contain disclaimers or state there is no intent to create an employment contract are sufficient to retain the at-will presumption”); *Lynady v. Community Med. Ctr.*, 49 Pa. D.&C.4th 391 (Pa. Com. Pl. 2000) (letter notifying plaintiff of his termination along with the defendant’s human resources policy and procedure manual, from which the letter was based, did not create an implied employment contract sufficient to negate the at-will presumption). In *Ruzicki*, the court found where the handbook disclaimer stated its purpose is “not intended to give rise to any contractual obligations or to establish an exception to the employment at-will doctrine,” there was no contract sufficient to defeat the at-will presumption. *Ruzicki*, 610 A.2d at 496.

One commentator has suggested the following language as examples of handbook disclaimers sufficient to disclaim a contractual relationship between the employer and the employee and to preserve the at-will employment relationship. Such language should appear prominently in the front of the handbook:

*This is not a contract of employment. Any individual may voluntarily leave employment upon proper notice, and may be terminated by the employer at any time for any reason. Any oral or written statements or promises to the contrary are hereby expressly disavowed and should not be relied upon by any prospective or existing employee. The contents of this handbook are subject to change at any time at the discretion of the employer.*

-or-

*The foregoing personnel policies are not a binding contract, but a set of guidelines for the implementation of personnel policies. The Company explicitly reserves the right to modify any of the provisions of these policies at any time and without notice. Notwithstanding any of the provisions of these policies, employment may be*

*terminated at any time, either by the employer or by the Company, with or without cause.*

-or-

*These are statements of policy which the Company fully expects to follow. However, they are subject to change from time to time, do not confer any obligation on the Company or right to employment. While we hope in general that everyone's employment is long-lasting, employees are free to resign at any time just as the Company may terminate employees at any time for any reason not prohibited by law.*

Kurt H. Decker, *Handbooks and Employment Policies as Express or Implied Guarantees of Employment -- Employer Beware!*, 5 J.L. & Com. 207, 223-24 (1984); see also *Legal Aspects of Employee Handbooks and Policies*, Business Laws, Inc., § 1.001 (1998 & Supp. 2005); Alan D. Berkowitz, *Employment Law - West's Pennsylvania Forms*, § 2.6 (1998 & Supp. 2004).<sup>1</sup>

Even in the absence of an explicit statement as in *Ruzicki* or the above examples, the at-will presumption is not easily defeated. In *Rutherford v. Presbyterian Univ.*, 612 A.2d 500 (Pa. Super. 1992), the court determined a disclaimer in an employee manual was sufficient to overcome an employee's assertions that a contract for employment had been created by the employee manual. The employee manual stated the guidelines found therein were "a summary of the [Hospital Manual] and group benefits policies with insurance companies, and are not intended to be a legal contract." *Id.* The *Rutherford* court held that this disclaimer clearly indicated the employer's intent not to confer any rights upon its employees. *Id.* at 504.

The foregoing, however, does *not* stand for the proposition that an employer cannot create a legally binding contract with its employees via an employee handbook. See *Martin*, 511 A.2d at 841. The *Martin* court stated:

It is for the court to interpret the handbook to discern whether it contains evidence of the employer's intention to be legally bound and to convert an at-will employee into an employee who cannot be fired without objective just cause. A reasonable employee may be presumed to

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<sup>1</sup> These are two excellent sources generally for a wide variety of employment law topics.

regard such handbooks as having legally binding contractual significance when the handbook, or oral representations about the handbook, in some way clearly state that it is to have such effect.

*Id.* at 841-42. In fact, there have been several times when courts have strayed from the narrow interpretation of the handbook language.<sup>2</sup>

In *Bauer v. Pottsville Area Emergency Med. Servs., Inc.*, 758 A.2d 1265 (Pa. Super. 2000), the Superior Court interpreted a provision in an employee handbook that stated “[a]ny employee scheduled for at least 36 hours per week for a period of 90 consecutive days will be treated as a full time employee.” In addition, the handbook enumerated several benefits provided to full-time employees.

Bauer worked the requisite hours for the requisite number of days and, therefore, believed he was entitled to full-time wages, health insurance and other benefits provided to full-time employees as set forth in the handbook. The employer, however, argued that its employee handbook specifically states it is an “employer at will” and that it reserves the right to terminate employment at any time, thus the employee handbook did not create a binding contract.

The court found for Bauer and reversed the lower court determination. The court held a reasonable person in Bauer’s position “would understand that his continued performance would bear fruits of his employer’s policies.” *Id.* at 1269. The court, however, narrowed the implications of its holding by emphasizing the public policy concerning emergency medical service personnel that made this case unique. “To the extent the service provided is not fully funded by government or is created as a specific arm of a mandated public service, subject to contract or even union-negotiated agreements, there exists wide flexibility in the operative arrangement of the employment relationship.” *Id.* at 1270.

In light of *Martin* and *Bauer*, there is real a question whether an employer should be able to selectively enforce certain provisions in a handbook. For example, can an employer enforce an arbitration provision (as if it were contractually binding on both parties) but then hide behind the disclaimers and not conform to the provisions in its disciplinary policy requiring the employer to

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<sup>2</sup> Be wary of the somewhat anomalous case of *Niehaus v. Delaware Valley Med. Ctr.*, 631 A.2d 1314 (Pa. Super. 1993) in which the Superior Court determined an employer, by approving an at-will employee’s leave of absence in accordance with the guarantee contained in the employee handbook, impliedly agreed to rehire the employee at the end of her leave of absence for at least a reasonable period of time unless she was then unable to satisfactorily perform the duties of her employment. The following year, this holding was reversed without opinion by the Supreme Court of Pennsylvania. See *Delaware Valley Med. Ctr. v. Niehaus*, 649 A.2d 433 (Pa. 1994).

provide written warnings prior to termination or disciplinary action? What about the sexual harassment and discrimination policy that promises “a prompt and thorough investigation” when that may not, in reality, occur?

Practice Tip: Employers are advised to have qualifying language in all handbooks and statements of policy. To determine whether a contract for employment has been established by an employee handbook, a court will undertake an examination of the handbook’s language, utilizing a reasonable person standard, to determine whether the employer’s policies supplant the at-will presumption.

# APPENDIX “A”

CLIENT \_\_\_\_\_ DATE \_\_\_\_\_

## EMPLOYEE HANDBOOK AND POLICIES CHECKLIST (Non-union; Non-government)

<u>Include</u>	<u>Don't Include</u>	<u>Revise</u>	<u>N/A</u>	<u>Provision</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Absentee/Call out procedure
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Acknowledgment Form (to sign and return)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Americans with Disabilities Act (ADA)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Applying for job within company
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Arbitration Clauses
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	At-will disclaimer
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Authority to bind company
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bereavement/Funeral Policy
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bonus Programs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Braille or audio version of handbook needed?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bring Your Own Device (BYOD)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bulletin Board/intranet use
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bullying
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cell phone usage/restriction
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	COBRA
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Commission payments
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Company Directory
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Company vehicles
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Complimentary services/discounts
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Computer Software
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Confidential Information
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Conflicts of Interest
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contacting Authorities
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Credit cards and expenses
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dating co-workers

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Direct Deposit
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Disability Insurance
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Disaster Plan
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Disclaimer, no contract
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Disciplinary Policies
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Discrimination
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dress Code
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drug and Alcohol Abuse Policies
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Educational Assistance
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	EEO/Discrimination Policy
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	E-mail and Technology in the Workplace
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Emergency Closings
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Emergency/Evacuation Procedures
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Employee Assistance Programs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Employee Codes of Conduct
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Employment References
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Environmental Policy Statements
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ethics Policy
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Exempt/Non-exempt Employees
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Expenses reports/reimbursement
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Family and Medical Leave Act (FMLA)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fraternizing (Anti) (no dating, marriage)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Gifts and gratuities
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Government Investigations
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Grievance Procedures
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Harassment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Health Benefits
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hiring Procedures
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	History of the company
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Holidays
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Housekeeping

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Identify Theft Policy
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Immigration Reform and Control Act
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Independent Contractors
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intellectual Property
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Introductory Period
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Inventions
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Job Descriptions
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Jury Duty
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Life Insurance
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Loans from the company
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Locking Up/Security
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Long Term Disability
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Meal Periods
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Media and the press
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mediation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Medical Emergencies
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Military Leave and Rehiring Veterans
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Minimum Wage
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mission Statement
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Moonlighting
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Nepotism (Anti) policy (hiring relatives)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No Retaliation Policy
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No-Solicitation Policies
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Off-Duty Behavior
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Open door policy
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	OSHA compliance
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Outside of work activities
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Overtime Rules/Making up time
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Paid Time Off
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Parking
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Paydays

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pay deductions
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Payroll Information
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pension/Retirement Benefits
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Performance Evaluations
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Personal Days
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Personal Property and Inspections
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Personal Use of Office Equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Personnel Files/Records
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Prescription Plan
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Press (communicating with media)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Privacy Policies
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Probationary Period
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Profit Sharing
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Promotions
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Radios, televisions, music
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Record Retention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Religious displays and clothing
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Resignation (notice)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Rest Periods
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Retaliation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Retirement Plan
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Safety Policies/OSHA
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Savings Plan
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Security Procedures
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Seniority rights
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Severance Pay Plans
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sexual Harassment Policy
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Short Term Disability
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sick Days
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoking Policy
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Snow Days

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Social Media Policy
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Software licensing (unauthorized)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Soliciting at work
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Spanish or other translation needed?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Supersedes all prior handbooks and policies
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Technology Policy
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Telecommuting Policies and Procedures
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Telephone Use
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Termination Procedures
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Timekeeping
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Time Clock
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Secrets and Confidential Information
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Travel Policy
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Unpaid Time Off
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vacation Policy
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Visitors in the workplace
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Voting – time off
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wage Payment and Collection Law
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	WARN Act
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Weapons at work
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Whistleblowing
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Workers’ Compensation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Working Hours
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Workplace Violence
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Workweek Defined
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____