



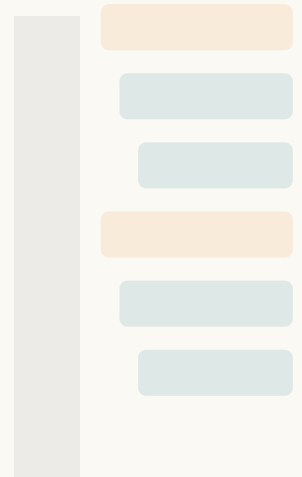
ARDENT WORKSHOP

A FREE ARDENT WORKSHOP STARTER

Handbook Decision Worksheet

Twelve decisions your first handbook can't skip — with a worked example.

12 KEY DECISIONS · 1 WORKED EXAMPLE · FREE



Twelve decisions before you draft a word

What stalls a first handbook is usually not the writing. It is a decision nobody has made yet. Someone discovers halfway down page four that nobody ever decided whether unused time off gets paid out, and the document waits three weeks for an answer that takes ten minutes to give out loud.

So make the decisions first, in one sitting, with whoever can actually decide — before a single section gets drafted. The twelve on the next few pages are the ones that can turn into an implied contract, an unpaid-out balance, or a complaint with nowhere else to go if nobody settles them up front. A couple of sentences is enough for each answer; the full wording comes later, in the section itself.

NOT LEGAL ADVICE

This worksheet does not state the law of any state, and answering it does not make a handbook compliant or lawful. Where a decision genuinely turns on where your employees work, say so in your answer and take it to counsel rather than guessing.

THE TWELVE DECISIONS

Answer these in one sitting

02. Employment Basics & At-Will

1. How will you state the at-will relationship, and where else in the handbook does it need to be echoed?

An at-will statement that appears once and is contradicted twenty pages later leaves a reader two statements to reconcile. Which one governs is exactly the kind of question to put to counsel.

2. Will the handbook itself be treated as a contract, or explicitly disclaimed as one?

A disclaimer of that kind is easy to leave out of a friendly-sounding template, and it is one to raise with counsel before you issue anything.

03. Employee Classifications

3. How will exempt versus nonexempt be decided for a given role — by title, by duties, by pay?

Deciding it by job title alone is a classification error to avoid, because the title and the actual duties can diverge over time.

04. Hours, Timekeeping & Overtime

4. Who has to approve overtime before it happens, and what happens if it happens without approval anyway?

Requiring approval controls cost; it does not change whether hours actually worked have to be paid.

05. Pay Periods & Expense Reimbursement

5. What is your pay frequency and pay date, and what happens when a payday falls on a weekend or holiday?

A stated fallback rule, such as paid the prior business day, avoids a scramble every time it happens.

07. Time Off & Leave

6. What happens to accrued but unused time off when someone leaves the company?

Whether this is paid out is one of the most locally variable rules in the entire handbook.

7. At your current size, which specific protected leaves are you covered by, and does this section name them or point to the Applicability Engine instead?

Naming a specific leave you're not actually covered by can create an obligation you didn't mean to take on; pointing to the engine keeps this section accurate as headcount changes.

09. Conduct & Professionalism

8. How does this section connect to the harassment and complaint sections — does it name the same reporting routes, or is conduct handled separately from harassment?

Two different reporting paths for what's functionally the same problem confuses the person trying to report something.

11. Harassment & Complaint Routes

9. What are the reporting routes, and is there a genuine second option if the complaint is about the primary contact?

This is the single most consequential decision in this section — see the language trap below.

10. What's the stated protection against retaliation for reporting in good faith?

This needs to be a clear prohibition on retaliation, stated as something the company will act on, not phrased as a blanket guarantee about the future.

15. Discipline & Separation Practice

11. Will you describe discipline as a flexible set of options or a fixed sequence of steps?

This is the single most consequential wording decision in this section — see the language trap below.

16. Acknowledgment of Receipt

12. Does the acknowledgment restate that the handbook is not a contract and doesn't change at-will status?

This is the sentence this page most needs and most commonly lacks — signing 'I agree' to a document full of policies can read as agreeing to terms.

WORKED EXAMPLE

The same twelve, answered

Every box on the previous pages ships empty, which is right for a worksheet and no help at all when you are deciding how much detail is enough. So here are the same twelve, answered for an 18-person bakery with a second location in another state — invented, but the same invented business the paid Applicability Engine runs its own worked example through.

The intake answer	Value
Employees on your payroll	18
Most employees at any ONE worksite	18
How many states your employees work in	2
Full-time-equivalent count	16
Do you hold a federal contract? (Yes / No)	No
Do you employ anyone under 18? (Yes / No)	No
Do you offer health benefits? (Yes / No)	Yes
Does anyone work remotely or hybrid? (Yes / No)	Yes

02. Employment Basics & At-Will

1. How will you state the at-will relationship, and where else in the handbook does it need to be echoed?

Stated once, as the flagship paragraph in Section 02, then echoed on the Acknowledgment page — nowhere else in the draft promises a step, a for-cause standard, or job security.

2. Will the handbook itself be treated as a contract, or explicitly disclaimed as one?

Explicitly disclaimed: "This handbook is not a contract of employment and does not create one. It describes current practice and can be changed at any time," printed in Section 02 and repeated on the Acknowledgment page.

03. Employee Classifications

3. How will exempt versus nonexempt be decided for a given role — by title, by duties, by pay?

By duties, reviewed role by role with the bookkeeper and the two shift leads — not by title alone, since "baker" covers both an hourly production role and a salaried lead.

04. Hours, Timekeeping & Overtime

4. Who has to approve overtime before it happens, and what happens if it happens without approval anyway?

The shift lead approves overtime before it happens. If it happens anyway, the hours worked are still paid, and the missed approval is a separate conversation with that shift lead.

05. Pay Periods & Expense Reimbursement

5. What is your pay frequency and pay date, and what happens when a payday falls on a weekend or holiday?

Biweekly, direct deposit, paid on alternating Fridays. If a payday lands on a bank holiday, pay moves to the prior business day.

07. Time Off & Leave

6. What happens to accrued but unused time off when someone leaves the company?

Handled according to whichever state's rule actually governs the departing employee — the flagship location and the second location may not land the same way, so this line is flagged rather than answered once for the whole company.

7. At your current size, which specific protected leaves are you covered by, and does this section name them or point to the Applicability Engine instead?

Points to the Applicability Engine's own output rather than naming a leave by name, since hiring past the next headcount threshold, or opening a third location, would change the answer without anyone remembering to edit this page.

09. Conduct & Professionalism

8. How does this section connect to the harassment and complaint sections — does it name the same reporting routes, or is conduct handled separately from harassment?

Same two routes as Harassment & Complaint Routes — the shift lead, or the owner directly if the complaint is about the shift lead — named once and cross-referenced, not restated with different wording.

11. Harassment & Complaint Routes

9. What are the reporting routes, and is there a genuine second option if the complaint is about the primary contact?

Report to your shift lead, or — for any reason, including if the complaint concerns the shift lead — directly to the owner, who is reachable by phone or in person at either location.

10. What's the stated protection against retaliation for reporting in good faith?

Retaliation for a good-faith report is not permitted, and the owner will act on it. The draft states what is prohibited rather than promising an outcome for every future case.

15. Discipline & Separation Practice

11. Will you describe discipline as a flexible set of options or a fixed sequence of steps?

Flexible: coaching, a verbal warning, a written warning, suspension, or dismissal, in any order and not necessarily all of them, depending on what actually happened — not a fixed four-step ladder.

16. Acknowledgment of Receipt

12. Does the acknowledgment restate that the handbook is not a contract and doesn't change at-will status?

Yes. The acknowledgment page repeats, in one sentence, that the handbook is not a contract and does not change at-will status, directly above the signature line.

This example is illustrative. The business and every answer on this page are invented, and nothing here states what any law actually requires.

You've made the twelve that matter most

The other decisions in a first handbook tend to follow once these twelve are settled — but settling them isn't the same as drafting them, and a drafted handbook isn't the same as one a lawyer has actually read.

THE FULL STARTER KIT

This worksheet is twelve of the 98 decisions the full sixteen-section kit walks through — the ones most likely to become an implied contract, an unpaid-out balance, or a complaint with nowhere else to go. The full **Employee Handbook Starter Kit** adds the **Applicability Engine**, which computes which federal employment laws and which of the sixteen section shells actually reach a business your size; the **Language Risk Screener & Counsel-Review Packet**, which scores your drafted wording against the phrasings that turn a handbook into an implied contract and turns a lawyer review into a scoped, bounded brief instead of the whole document; the sixteen fillable **section shells** themselves, each with what other small employers choose and where local law decides instead of you; and the **Handbook Update Log**, which tracks every version and every re-acknowledgment.

[Get the full Employee Handbook Starter Kit >](#)

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