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| DreamHost Network |
| Employee Handbook |

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# Introduction

Hi there! If you’re reading this, you have agreed to do things for DreamHost in exchange for money. This is commonly referred to as “Having a Job.” You’ve probably heard a lot of bad things about Having a Job. They’re all true, sadly. But at DreamHost, they’re significantly *less* true. DreamHost is a good place to work. We promise.

So, what does DreamHost do? Mainly, we provide web hosting services. If you don’t know what “web hosting services” are – great! Everything is going according to plan. We don’t want anyone to know what web hosting is. We just want to keep charging people fees and hope no one ever figures out that there’s no such thing. Please maintain secrecy on this matter. Your job truly depends on it.

Anyhow, this document is an Employee Handbook. You can go through the whole thing, if you like. We think it’s pretty funny and easy to read. Unfortunately, none of the important stuff is covered (e.g. How to Become CEO, How to Develop Super-Powers, How to Build a Robot to Do Your Job While You Pursue Your Favorite Hobbies, etc.). We do pledge, however, that if you read it, you’ll find at least one useful piece of information and feel only mild pangs of regret.

If you have any questions about the stuff in this document, please meditate on them. You’ll be overcome with deep fulfillment and realize that you don’t care about your question anymore. If the question is still with you after meditation, however, please feel free to bother HR. They wrote this thing, and should be held accountable for its many shortcomings.

One last thing before we dive in: this handbook can and will change, from time to time. Please don’t get any portions tattooed on your body unless you know a good coverup artist.

Welcome to DreamHost!

# What We’re All About

## The Mission Statement

“***DreamHost enables the world’s entrepreneurs and developers to create, share, and prosper on the Internet - and have fun while doing it.”***

What do you think? Sounds pretty cool, right? Right?

Okay, fine. You got us.

We only have one of these because other big corporations were teasing us about not having one. Apparently, you can’t be a “Big Boy” company without a mission statement, so we wrote one up. But it’s grown on us since then. This is actually what our company does, in a single sentence. Recite it mechanically if anyone asks you what you do.

## The DreamHost Way Values

We haven’t mentioned this yet, but DreamHost is employee-owned. Therefore, the core values below were created and adopted by employees, and reflect our actual culture.

If you’ve been hired, most of these values are probably a natural fit for you. If not, please let HR know and you will be fitted with a Thought Monitor. The Monitor will deliver progressive electric shocks to you whenever a deviation for core values is detected in your mind. As a result, you’ll either be 100% DreamHost-oriented or completely brain dead within a week. Either way, problem solved, right?

### Empower People

Our slogan is “Imagine the Web, Your Way.” We want our customers to feel free to shape the web as they see fit, and we want our team members to have some autonomy in how they go about their jobs. Feel free to be a human being and think for yourself.

### Practice Shameless Honesty

Seriously, just be up front about issues. Burying problems only makes them worse. When things go wrong, more communication is needed, not less. Take ownership of bad situations, be forthcoming, and then make things right. Being transparent with each other and with our customers is the best way to build trust, mutual respect, and, if we’ve had enough to drink, love.

### Give Everyone a Voice

We are a democratic workplace (it says so at this link: <http://www.worldblu.com/>, and you know no one has ever lied on the Internet). In order to stay that way, we need to hear from everyone on our team. So, if you have anything to say, please say it to someone. If you don’t, please just hum your favorite song to yourself to pass the time. Or you could, you know, do your job or something.

### Speak Hacker

At DreamHost we like to ask questions and then figure out the answers ourselves. We enjoy finding creative solutions through a combination of free thinking, free speech, and, of course, free software. Simply put, we speak hacker. That said, please don’t take this as an invitation to hack us. We’re just trying to tell people to tinker with computers and learn for themselves.

### Embrace Open Source

DreamHost understands that the world is embracing open source technology. From our infrastructure, to our software stack, to our product management tools, we believe that open source products enable us to do great things for ourselves and, more importantly, our customers. Open source creates opportunities for growth, criticism, and accountability. (Most companies only like the first one. We like all three). We also frequently contribute code back to larger projects that benefit all users - not just ourselves and our customers. That’s the beauty of the open source world.

### Practice Flexibility

Be ready to change at any minute. If there’s any industry where rigidity is punished, it’s the Internet. Don’t get too attached to The Current Way of Doing Things. Before you know it, it will become The Way We Used to Do Things.

### ***Provide Superhero Service***

The goal is to make the customer go, “Wow! This company is amazing! Why would I use anyone else?” Anything less is just not the DreamHost way.

### Be Irreverent and Fun

People who take themselves too seriously don’t really understand what the trip to Earth is all about. A human life is full of embarrassments, missteps, and humiliations. If you forget that you are an animated bag of meat whose very existence is the definition of absurdity, you’re headed for a rude awakening. Therefore, please be ready to laugh at yourself.

The rest of us certainly will be.

### Special Bonus Value!

This value kind of encompasses all of the other values: **We Are Passionate People.** Dragging yourself out of bed and into work will not be a joyful experience every day, obviously. (If it is, you probably have lost your mind). But if you can’t get any energy or excitement going for the work you do, that’s a problem. Work done with passion is work done well, and it’s the key to this crazy thing called DreamHost.

The fire. Catch it!

That’s the DreamHost Way.

# Required Policies

## Anti-Harassment

Our stance on harassment boils down to this: please don’t be a jerk to anybody.

We could make a long list of the ways in which you could be a jerk, but that would be pointless. Jerks, unfortunately, are quite inventive. As soon as we got the list down in writing, some jerk would go and create a whole new way to disrespect and upset people. You see the problem we have, right?

Anyhow, people can be harassed on the basis of age, race, religion, sexual orientation, preference of video game system (“Hey Nintend-y, play any colorful, childish games lately? Bwahaha!”), and many other bases. If you’re wondering whether something is covered, just assume it is. There are also many forms of harassment, including nasty comments, unwanted touching, bullying texts, and the always-repugnant demands for sexual favors. Even jokes that may seem innocuous can be harassing in certain contexts.

*“What? We’re supposed to be a ‘cool’ company. Can’t we have any fun around here?”*

Yes. Totally. But if your fun makes someone feel bad, disrespected, uncomfortable, unwelcome, or some similarly “icky” way, you might run afoul of our anti-harassment policy. Try to keep things professional, and be sensitive to the way your behaviors make others feel.

As John Watson wrote, “Be kind, for everyone you meet is fighting a hard battle.”

**Making a complaint**

Yikes. Okay, so someone is treating you badly at work and you think it might be harassment. First off, we’re sorry to hear about that. We want that to stop right away.

**Step 1.** If you believe that you've been the subject of harassment or some other form of inappropriate conduct, bring your complaint to your supervisor, HR, or a company leader you feel comfortable with as soon as possible.

**Step 2.** The person you choose to speak to will listen to what happened, dig into the details to understand things thoroughly, and then figure out what comes next. If you have suggestions about what should be done, please share them during this conversation.

**Step 3.** An investigation will take place. It’s important to get facts straight before figuring out what to do. All appropriate precautions will be taken to protect those involved and avoid worsening the situation.

**Step 4.** After an investigation takes place, there may be disciplinary actions or even firings. Unfortunately, for legal reasons, we might not be able to get into the details of the discipline that is handed out, but we’ll tell you everything that the lawyers let us share.

**Also, most importantly, please remember this: you will never get in trouble for reporting harassment.** If you think that you’ve been adversely treated in connection with a harassment claim, you should let the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing know about it. They’ll sort things out.

## Nature of Business

DreamHost lives on the Internet. And as any Game of Thrones fan knows, the Internet is dark and full of terrors. More specifically, the Internet is full of porn and a simply breathtaking amount of disturbing material.

In the course of your work, and in dealing with our customers, you may come across some of this material. And though you may be shocked, it won’t be covered by the anti-harassment policy above. If you’re uncomfortable with something you see during the day (and any sane, decent person will be, if they surf the web long enough), and you think you might need to make some changes at work, please let your supervisor know and we’ll try to figure something out.

## At-Will Employment Status

Being an at-will employee is all about freedom. You’re not locked in to working here, and we’re not obligated to keep you on. We’re hoping, of course, that we will all become a big happy family and live in unending joy for the rest of time. But, as everyone knows, it doesn’t always work out like that. In fact, some marriages go stale before the cake does. So, when it’s time for us to part ways, either one of us can make the call without any notice whatsoever. There are a few folks at DreamHost who this doesn’t apply to because they work under contracts, but you’ll know if this applies to you.

## Equal Employment Opportunity

Being an equal opportunity employer means that, at DreamHost, the only things that should generally keep people from getting hired or advancing should be incompetency, laziness, or a comprehensive lack of personal hygiene. Things like gender, ethnicity, marital status, genetic information (Woah! Scientists have invented a new form of discrimination!) and similarly non-relevant qualities should never be the basis of an employment decision.

If you believe you've been subjected to any form of inappropriate discrimination, please talk to your supervisor, HR, or a company leader you feel comfortable with. A process similar to that laid out under “Anti-Harassment,” above, will take place while we get to the bottom of things and figure out the best course of action.

Also, if you become disabled, please let your supervisor know (and please know that we are quite bummed out to hear that – life on “hard mode” is not something we wish on anyone). We may be able to figure out some reasonable accommodations that will make your job easier.

## Right to Revise

Sometimes, the policies in this handbook will change and supersede old versions. If so, we’ll get everyone new copies ASAP. In the meanwhile, if you have a question about a policy, always check with HR. They know what’s up.

## Choice of Law

In the unlikely event that DreamHost winds up in a suit regarding the things in this handbook, California courts will generally apply California law to the matter. But because some employees are elsewhere, and some issues are controlled by other laws, that may not always be the case. Chances are, if you’re in a lawsuit, your attorney will know more about these things. And if not, you should probably get a new attorney.

# Benefits

## Benefits Eligibility

**The good news:** salaried employees at DreamHost employees get medical, vision, and dental coverage, and may also participate in our 401(k) plan!

**The bad news:** these benefits don’t kick in until you’ve been here for 30 days, and you’ve completed the ancient black magic ritual known as *The Turning in of the Benefits Enrollment Forms*. Also, the benefits don’t actually start until the first of the month after the 30-day period has run. (Our Head HR Warlock tells us that the omens simply don’t favor any other timing scheme. Take it up with him.)

## External Employee Education

We know. The day you graduated, you swore you’d never listen to anyone or learn another thing ever again. But here’s what’s different this time around: you can get expense reimbursements!

Here’s how it works: from time to time, your supervisor may recommend that you attend some form of training or professional development. In exchange for reliving the nightmare that is school, you’ll get paid as if you were at work, and your customary and reasonable expenses will be reimbursed (these generally include registration fees, materials, meals, transportation, and parking). These expenses need to be pre-approved, however, and you’ll need to keep your receipts for submission afterwards. Requests are quite the pain in the butt, too. You’ll need to provide the date, hours, location, cost, and anticipated expenses in your request, as well as the nature, purpose, and justification for attendance.

You’re allowed, no *encouraged*, to grumble about this the entire time while you’re writing up your request.

Also, if you find an educational opportunity on your own, it generally won’t be a reimbursable experience, but it couldn’t hurt to submit a pre-approval request, anyway. When you submit it, be sure to tell your supervisor that you, “Long to enrich your mind and expand your intellectual horizons.” They should be sufficiently creeped out enough to sign anything you put in front of them, just to get you out of their office.

## Holidays

We will pay you *not* to work on the following days:

January 1 (New Year’s Day)

Martin Luther King Jr.’s Birthday

Presidents’ Day

Memorial Day

July 4th (Independence Day)

Labor Day

~~Monday~~ (dare to dream)

Thanksgiving Day and the Friday after

Christmas Eve

Christmas Day

In addition, if you’re an hourly employee and you wind up working on one of these days, we’ll pay you time-and-a-half. If this occurs, we also promise to feel really badly about it.

Sometimes, these holidays are tricky and happen on weekends. We won’t let them get away with that. If the Holiday falls on a Saturday, it will be observed on the preceding Friday. If a Holiday falls on a Sunday, it will be observed on the following Monday. Or maybe we’ll just pick a random day to take off because we’re irritated by all of this scheduling nonsense. No matter what, we’ll announce our plan in advance.

## Insurance Benefits

### Medical Insurance

Full-timers (and their dependents) get medical coverage at DreamHost. We’ll cover the premiums, but the co-pays are up to you. If premiums suddenly go up, however, we might have to share the cost.

How do you get coverage started? Turn in your enrollment forms ASAP after getting hired! If you don’t, you’ll have to wait until the next “open enrollment” period to get in on the health care plan. And while you wait, you’ll have to scratch at the window of the doctor’s office and watch other people get all kinds of vaccinations and tonsillectomies and colonoscopies, and you won’t get a single one.

Don’t let it happen to you!

Also, if your address changes, you have a child, or you get married or divorced, please let HR know within 31 days, or bad things may happen to those you love. Seriously.

### Disability Insurance

If something horrific (or just mildly bad) happens to you that interferes with your ability to work, please contact HR to find out if disability payments are available. Also, if you need to take care of a newborn or an aging family member, check in with HR again, because there are Paid Family Leave partial wage replacement payments that you might be eligible for.

### Unemployment Compensation

We hope that you never need to apply for unemployment compensation. If you do, however, the funds are there. You don’t have to pay into this. DreamHost takes care of it.

### Social Security

Some of your paycheck goes to social security. Live long enough and you just might get it back!

### Workers' Compensation

If you get hurt at work, please let us know. You might be eligible for payments from the California Workers Compensation Insurance fund that we pay into. If you get workers’ compensation, however, please note that additional compensation from DreamHost is not possible.

### Retirement Plan

Many people don’t have the foresight to avoid biting into scalding hot pizza, let alone plan for their retirement expenses 40 years from now. For the chosen few that have the sense and the means to contribute to a retirement plan, however, we have set up a 401(k). Check in with HR to learn more.

## Lactation Policy

If you’ve just given birth and you need a place to pump milk, please contact HR and we’ll set up something appropriate. (Congratulations, by the way! Please bring pictures to work and demand that everyone tell you that your baby is “adorable,” “precious,” or “just too darn cute,” as applicable.)

If you’re lactating and you’re a guy, please make an appointment with a doctor. That probably shouldn’t be happening.

## Workers' Compensation

If you’ve been injured at work, you can get paid workers’ compensation benefits while you recover. These can include medical care, tax-free benefits to replace lost wages, and assistance with returning to work when you’re ready. If you are going to seek workers’ compensation, please take the following steps to keep the bureaucracy from shutting you out:

* **Report.** Report your injury to HR.
* **Doctor.** Get medical care ASAP and, for once, actually do what your doctor tells you to do.
* **Form.** Complete the aptly titled “Employee’s Claim for Workers Compensation Benefits” form (aka “DWC Form 1”), and return it to Human Resources.
* **Certification.** Provide HR with a certification from your doctor that lets us know that you require workers’ compensation disability leave, as well as your estimated return date.
* **Recovery.** Please try to get well. We’re sorry that you’re dealing with this stuff.

Most of the time, when you come back, you can return to your old position. It’s not ironclad in every situation, but we’ll try to make it happen for you. If you’ve become disabled, we’ll also try to make reasonable accommodations so that you can get back to work. If this isn’t possible, we may have to discuss transitions. Yes, this is code for what you think it is. Please work safe so we don’t have to deal with this extremely unpleasant stuff.

### DreamHost-Provided Doctors

We have these! Contact HR and you can get a referral to a specialist who knows all about workplace injuries, and who can help you out.

### Eligibility for Workers’ Compensation and FMLA/CFRA Leave

When you're disabled as a result of a work-related incident, and you're also eligible for leave under the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) at the same time, we will place you on a combined FMLA/CFRA leave during the time you're disabled, and not released to return to work by your doctor. This combined leave can cover a maximum of 12 weeks in a 12-month period. The leave is generally unpaid, but if you have accrued sick or vacation time or time, you can use it to get paid during the leave.

### Paid Sick Leave and Workers’ Compensation

Workers’ compensation generally doesn’t cover your lost pay while you initially seek medical treatment, but we’ll cover that as Paid Sick Leave. Follow-up treatments, physical therapy, and prescribed appointments, however, aren’t covered. For those, you’ll need to resort to FMLA/CFRA leave, or your accrued unpaid sick leave (that’s what it’s there for, after all). If you’d rather keep payments coming, though, you can use accrued sick time, and then dip into vacation or paid time off when that runs out.

# Leaves from Work

## Leave of Absence

If you need a leave of absence for any reason, please request approval from your supervisor with as much advance notice as possible. Also, a word of warning: even at a place as good to work as DreamHost, not working can become addictive after a while.

## Coming Back from Leave

While on leave, if your anticipated return date changes, please submit an extension request to HR for approval so that you don’t come back and find that we’ve packed our tent and stolen off into the night. Also, if you rack up nine months of total leave in a calendar year, or don’t come back within a year of leaving, we’re moving on without you.

## Bereavement Leave

If a close family member has passed away and you need some time off from work, please let your supervisor know. We can offer up to 10 days of paid leave, and can also approve unpaid leave in certain cases.

## Civil Air Patrol Leave

If you’re in the California Civil Air Patrol, and you need some emergency mission leave, please let your supervisor know. 10 days of [paid/unpaid?] leave each year are available to employees who have been with us for 90 days or more, provided that each emergency mission is 3 days or less. Good luck!

## Domestic Violence and Sexual Assault Leave

If you need to take a leave of absence for reasons related to violence at home, or because you are a victim of a sexual assault, please request it. This type of unpaid leave can also be granted for involvement in a related judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your health, safety, or welfare, or that of your child.

Please submit a certification along with your request, such as a police report, court documents, or documentation from a medical professional, counselor, or similar person.

Even if you wind up needing a few months, we may be able to approve your request. Also, we’ll keep all such requests confidential.

There is also an additional 12 weeks of unpaid leave that can be granted if you need treatment related to your incident. Treatment includes a wide variety of things such as medical care, counseling, obtaining the support of a shelter or other program, or even safety planning.

Let’s hope you never need it.

## Extended Medical Leave (EML)

If you have a non-work related temporary disability that isn’t related to pregnancy or childbirth (there are other forms of leave for that), we can provide you with up to four months of leave. When you request the leave, please provide a certification from your doctor that states 1) when the issue began, 2) when it is expected to be healed, and 3) that you won’t be able to work while healing. This leave is generally unpaid, but you can use accumulated sick, vacation, or paid time off if you choose.

The dates matter, when it comes to EML. The leave starts when a doctor certifies your disability (we have a form for you to bring to the doctor for completion), and ends when he/she says you’re fit to return, or when four months have passed, whichever comes first. When you come back, please also bring a certification from the doctor showing that you’re fit to return.

We just can’t get enough certifications from doctors. It’s like candy to us HR people.

As with other forms of leave, when you return, we’ll try and give you your old position back, but it doesn’t always work out that way. The best thing to do is to keep in touch with us so that there are no surprises.

## Family School Partnership Act Leave

If you need to take unpaid leave to participate in your children or grandchildren’s school activities, please submit a request to your supervisor for approval. You can get up to 8 hours per month (a total of 40 hours per year) for children that are in 12th grade or less. Past that grade, you don’t have to care anymore. Also, please bring back documentation from the event for our recordkeeping purposes, and so we can snicker at whatever it was the school forced you to do.

Lastly, if you need to bolt in the middle of the day to deal with a child that has been suspended, that’s ok. Just bring back some documentation. And good luck with that.

## Family/Medical Leave (50 or More Employees)

The Federal Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and certain provisions of California’s Fair Employment and Housing Act (FEHA) were enacted to help employees balance their work and family responsibilities. As a result, you're eligible for up to 12 workweeks of unpaid, job-protected FMLA and/or CFRA leave within a 12-month period, under the following conditions:

You’ve been with us for at least year (for FMLA only, your 12 months of service have to have been in the past 7 years).

You've worked at least 1,250 hours during the previous 12-months; and

You're employed at a location where there are 50 or more employees within a 75-mile radius.

FMLA and/or CFRA leave can be taken for one or more of the following reasons:

The birth of your child, or placement of a child with you for adoption or foster care;

To care for your spouse, child, or parent who has a serious health condition;

For a serious health condition that makes you unable to perform your job;

(CFRA only) To care for your registered domestic partner;

(FMLA only) For any “qualifying exigency” that occurs when you're the spouse, child, or parent of an individual on “covered active duty” (or who has been notified of an impending call or order to active duty) in the Armed Forces; or

To care for a “covered service member,” if you are the spouse, child, or

parent of, or next of kin to, such covered service member. In these cases, you can actually get a total of 26 workweeks of leave during a 12-month period. If you’re eligible for both FMLA and CFRA, you get 12 weeks of both, and then 14 weeks of just FMLA. If CFRA isn’t available, then all 26 weeks are FMLA leave.

If you’re on FMLA/CFRA leave for your own serious health condition, you must use accumulated sick leave first (more on this later). If you’re on it to attend to the illness of a child, parent, or spouse, on the other hand, then you are only required to use the sick leave you’ve accumulated over [the past?] six months. After that’s exhausted, you’ll have to use vacation and other accumulated paid time off.

Please note that we will also provide up to 12 weeks of paid FMLA/CFRA leave [during a pregnancy / following a birth / for any pregnancy-related reason?].

### Children and Intermittent Leave

Any leave you take for the birth, adoption, or foster care placement of your child doesn't have to be taken in one continuous period of time, but it does have to all be completed within a year from when you first take it. CFRA leave taken for the birth or placement of a child is generally granted in two-week chunks, though. We’re willing, however, to approve chunks of less than two weeks on no more than two occasions to make things easier for you.

Your new baby certainly won’t be doing that, that’s for sure.

### Calculating the 12-Month Period

For purposes of calculating the 12-month period referred to above, we use a calendar year. It makes things easy. FMLA and CFRA leaves will run at the same time, and the limit on FMLA/CFRA leave in a designated 12-month calendar year is 12 weeks total.

For leave to care for a covered service member, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Please note that leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

### Requests Based on Your Own Health Issue

If you’ll be making a family/medical leave request based on your own health issue, there are a few things to do:

* **Give ample notice.** Please give us at least 30 days’ notice, or as much notice as the chaos of a medical crisis permits. Please also keep us up to date on planned medical treatments so we can schedule around them.
* **Request changes in work.** If you need to change your work schedule to obtain medical treatment, we might be able to accommodate you, depending on the circumstances at the time. Please reach out to your supervisor.
* **Get doctor’s notes.** Within 15 days of your request (or longer, if it isn’t practical to meet the deadline), we’ll also need a certification from your doctor that lets us know 1) the date your issue began, 2) how long it’s expected to last, and 3) that you’re unable to work due to your condition. Don’t mess around with certifications – if you don’t get it in, you can’t get FMLA/CFRA leave. Also, if you need additional leave, you’ll need additional certifications. And later on, when you want to return, we’ll also need a release from your doctor that says you can come back to work. Just program your doctor into your contacts list and be done with it already.

**A word about multiple opinions.** We may seek a second opinion regarding your condition, and we’ll pay to have it done. If the second opinion is in disagreement with the first, we’ll pay for a third opinion to set the record straight. Whatever that third doctor says, we’ll all be required to believe and abide by.

We used to go up to 10 opinions, but people started complaining. We can’t imagine why.

### Requests Based on the Health Issue of a Loved One

If leave is needed to care for a sick child, spouse, or parent, we still need a certification from a doctor. It should include 1) the date the issue began, 2) how long it’s expected to last, 3) how much time is needed for care by the health care provider, and 4) a statement that your participation in health care is needed.

Here’s an interesting situation: when both parents of a child work here and request simultaneous leave for the birth or placement for adoption or foster care of a child, they get a *total* of 12 workweeks of family/medical leave between them, rather than each getting their own 12-week periods.

Families share everything, it seems.

## FEHA Pregnancy Disability Leave

Under FEHA, if you're disabled by pregnancy, childbirth, or a related medical condition, you're allowed up to four months of unpaid Pregnancy Disability Leave (PDL). PDL can be based on a variety of disabilities, including severe morning sickness, but also can be used for time needed for prenatal care.

You're eligible for PDL on your first day of employment. PDL is counted as time used under the 12 weeks of FMLA, but not counted as time used under CRFA. This means that once you've exhausted your four months of PDL, you can still apply for additional unpaid CFRA leave.

A few things to do:

* **Give ample notice.** If you’ll be taking PDL, please let us know with at least 30 days’ notice, or as much notice as the roller-coaster ride of pregnancy permits. Please also keep us up to date on planned medical treatments so we can schedule around them.
* **Request changes in work.** If you need to change your work situation, and your health care provider is in agreement with the new plan, we might be able to accommodate you, depending on the circumstances at the time. But please note that if you take a transfer or a different position, you’ll be paid accordingly.
* **Get doctor’s notes.** We’ll also need a certification from your doctor that lets us know 1) the date of your disability, 2) how long it’s expected to last, and 3) that you’re unable to work without risk to yourself or your baby. Later on, when you want to return, we’ll also need a release from your doctor that says you can come back to work.

Other things to remember:

* **Duration.** PDL lasts for up to four months (or a pro rata limit for part-timers), and requires that you use accrued sick time first. You can also use accrued vacation or personal time during PDL, but that’s up to you.
* **Intermittent leave.** PDL doesn't need to be taken in one continuous period of time and can be taken intermittently, as needed, in half-hour increments.
* **Returning.** When you return, you can generally come back to your old position. If it’s been eliminated, though, that’s kind of not possible. We’ll let you know if anything crazy like that happens.
* **Health insurance.** You get to keep your health insurance while you’re away, thank goodness. That would be pretty messed up if you didn’t, right? If you take off forever, though, we might want the premiums back. Wouldn’t you?

## Leave Related to Military Service

A leave taken due to a “qualifying exigency” related to military service must be supported by a certification of its necessity (usually, this is some form of documentation from the military – check with HR). Similarly, a leave taken due to the need to provide health care for a service member must be supported by a certification from the service member’s health care provider.

## Health and Benefit Plans

In general, your health care coverage and benefits won’t stop while you’re on leave (so long as the leave is up to a maximum of 12 workweeks, or 26 in the case of a leave related to a covered service member). If you’re away for a *really* long time, though, health care may stop unless you hop on COBRA. Please check with HR to find out what the deal is when planning extended absences from work.

## Substitution of Paid Leave

Accrued sick leave, vacation, or other paid time off must be used first for absences that are otherwise unpaid by state disability insurance, workers’ compensation benefits, or any other disability leave plan. If you’re taking time off to care for a loved one, accrued sick leave or paid time off that is available for that purpose must also be used first. Any available paid time off can also be used to supplement any portion of leave that is unpaid by state disability insurance, other disability leave plans, or workers’ compensation benefits.

In short, if you’re headed for unpaid leave, you generally have to spend down your forms of paid leave first, whatever they may be. But getting paid is a good thing, so that shouldn’t be too tough to live with, right?

## Reinstatement

When you come back from leave, you must start at the most humble position in the company and work your way back up to your original position . . .

Okay, not really.

You generally will get your job back and it will be as if you never left. In certain situations, however, this might not be the case. Keep in touch with HR about whether an absence is going to affect your status at the company.

Also, really important salaried employees can be denied reinstatement, too, if they were in the highest-paid 10% of salaried employees within 75 miles of their worksite and reinstatement would kind of ruin us financially. If this is the case, we’ll notify you of the intent to refuse reinstatement and then, if leave has already begin, we will give you a reasonable opportunity to return to work.

That sounds like an intense situation. Let’s move on.

## Time Accrual

If you’re on FMLA/CFRA leave, you won't continue to accrue vacation and sick leave. That would be a neat loophole if it worked, though, wouldn’t it?

## Carryover

For forms of leave that are limited in each year, you can’t carry over unused leave into other years. Also, if leave is limited in a 12-month period, the period begins when the leave is first used. After that 12-month period ends, successive 12-month periods begin when leave is used again.

## Intermittent Leave

You can take FMLA/CFRA leave intermittently (in blocks of time, or by reducing your normal weekly or daily work schedule) if 1) the leave is for the serious health condition of the your child, parent, or spouse, or of yourself, and 2) the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for this type of leave is one half hour. If you can provide a worthwhile amount of medical care to someone in a half-hour window during the workday, however, please let us know how you did it. We should probably promote you.

## Jury Duty and Witness Leave

Hourly folks can get paid for up to 10 days of jury duty. Salaried folks will be paid normally unless they miss a full week and do no work. Please don’t convict someone, however, just so you can get back to work and get paid.

Please notify your supervisor ASAP after you receive a summons. You’ll also need to bring back verification of your attendance. If service ends while there is still work time in a day, you’ll need to come in to work, even though you will resist it with the force of a cat attempting to stay out of the bathtub. As a small consolation prize, you can keep any mileage allowance or other fee paid by the court for jury services.

## Military Leave

Employees who wish to serve in the military and take military leave should contact HR regarding plans. You're entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

In the meantime, while we salute you for your service, we’re staying comfy right here in the office, thank you very much.

### Military Spouse Leave

Employees who work more than 20 hours per week and have a spouse in the Armed Forces, National Guard, or Reserves who has been deployed during a period of military conflict are eligible for up to 10 days of unpaid leave when their spouse is on leave from military deployment (as opposed to ending a deployment).

Please submit your written request, along with a certification from the military that your spouse is on leave, to Art Elizarov, VP of People Strategy & Administration, within two business days of receiving official notice that your spouse will be on leave.

## Organ and Bone Marrow Donor Leave

If you are an amazing person and need time off to donate an organ or bone marrow, you can take a) up to 30 business days of leave in any one-year period for the purpose of donating an organ and b) up to 5 business days of leave in any one-year period for the purpose of donating bone marrow. As with other forms of leave, we will continue to provide and pay for any group health plan benefits you were enrolled in prior to the leave of absence.

Please submit written verification of your need for leave along with your request, including confirmation that you're an organ or bone marrow donor, and that there's a medical necessity for the donation of the organ or bone marrow. Please also let us know how the rest of us can stop being terrible people and can gain the motivation to do noble things with our free time.

Note that this is not CFRA leave. Also, for organ donation, you will need to use no less than two weeks of accrued but unused sick leave and/or vacation time. For bone marrow donation, you’ll need to use no less than 5 days of such time. Once you’ve exhausted these requirements, you’ll be paid for any remaining leave of absence, up to the maximum days allowed by law.

## Paid Family Leave (PFL)

When you need leave from work to a) care for a parent, child, spouse, or registered domestic partner who is seriously ill, or b) bond with your newborn, foster child, or newly adopted child, PFL provides limited compensation for up to six weeks after an unpaid, seven-day waiting period. The PFL program isn’t a new kind of leave of absence; it's simply a wage-replacement benefit. Please note that PFL benefits don't replace *all* of your usual wages, and must be supplemented with any accrued and unused PTO.

## Paid Time Off (PTO)

Money is a nice reward for working. But not having to work and still getting paid is a pretty sweet reward, too. Here’s how paid time off accrues for salaried folks at DreamHost:

0-2 years: **12 days per year**

3 years: **17 days per year**

4 years: **22 days per year**

11 years and thereafter: **27 days per year**

Paid time off accrues during years of active service, from your first day of work, unless broken by an absence without pay, an unpaid leave of absence, termination of employment, or the end of the world as we know it.

Paid time off can accrue to a maximum of 6 work weeks (240 hours), so its better for your bank account and your sanity to use it regularly, rather than hoarding it like some kind of bizarro Father Time. When you’re ready to use it, send a request to your supervisor and be prepared to throw a massive tantrum if your request can’t be accommodated. Your colleagues will no doubt enjoy the theatrics as a welcome break from the regular routine.

PTO can be used for any purpose once accrued, and must be requested at least twice as far in advance as the length of the time you’re taking off, which means that PTO requests require the use of a calendar and probably some finger counting.

If you are terminated, you’ll be paid for your accrued PTO on a pro rata basis.

## Required Use of PTO before Unpaid Leave

In general, if you’re going to take an unpaid leave, you’ll need to use PTO first. FMLA and CFRA leave is included in this requirement, unless you're receiving wage replacement through a disability leave plan, and/or your leave is for a pregnancy-related disability. Similarly, if you're absent for a reason that qualifies you for Paid Family Leave (PFL) payments, you must use PTO during the first two weeks of absence.

Employees who are absent because of their own disability can be eligible for State Disability Insurance (SDI) benefits, but they don't begin until after you've been absent from work for 7 calendar days. If you've accrued PTO, it will be used for this time, unless you're receiving wage replacement through another disability leave plan, and the absence is covered by FMLA. Also, SDI benefits don't replace all of your usual wages. If the absence is covered by FMLA, however, you can choose to supplement your SDI benefits with PTO. If you're not eligible for FMLA, though, you must supplement your SDI benefits with accrued PTO.

Was all that confusing? Please ask HR if you have any questions – it’s their job to actually work through this stuff and tell you what the deal is if you’re heading off on unpaid leave. We almost feel bad for them.

Almost.

## Religious Accommodation

We’ll do what we can, within reason, to accommodate your religious needs – just submit your written request to your supervisor or HR. Please don’t tell us, however, that your religion requires that you not work ever again but still receive your wages. We’re not falling for that one anymore.

## Paid Sick Leave

Paid sick leave accrues at a mystically-specific rate of 3.07 hours per pay period, up to a total of ten days per year, but doesn’t carry over from year to year. And sadly, it can’t be traded in for cash. If this upsets you, please try and remember that not getting sick meant you had a pretty darn good year, and folks that were ill would gladly trade places with your lucky / healthy / genetically-gifted butt! In addition, half of this time can be used to take care of loved ones.

Sick leave isn’t for personal days. Instead, as the name indicates, it’s for when you’re “sick” and recovering from illness, or when you have doctor’s appointments. Note: the sages are still debating the age-old question of whether hungover = sick. In our opinion, however, there’s no better hangover cure than fluorescent lights and 9 a.m. meetings. (Ouch. We just gave ourselves a headache).

If you're absent longer than 5 days due to illness, first of all, yikes, we hope you’re ok. Second of all, please bring in medical evidence of your illness and/or medical certification of your fitness to return to work so we know that we won’t all get the Bubonic Plague when you come back. After we receive that, we can honor your sick-pay request.

You can also use up to one-half of your yearly sick leave accrual to attend to a child, parent, spouse, domestic partner, or domestic partner's child who is ill.

## Temporary Transfers

If you need a short-term transfer, please submit a request. We might be able to work something out. If the transfer is for medical reasons, please provide documentation from a health care professional.

## Time Off for Voting

If you want to come in a little late or leave a little early so that you can vote, please submit a request to your supervisor a couple of days in advance. Time is limited to two hours, but the pleasure of participating in democracy will probably last much longer. At least, until you see the policies of the person you put in office. Then comes the shame and anger.

## Vacation

For salaried folks, vacation time accrues at your normal rate of pay, from your first day of work until continuous service is broken by an absence without pay, a leave of absence, alien invasion, or termination of employment. Here’s how it accrues:

0 – 2 years of active service: **15 vacation days per year**

3rd year of active service: **20 vacation days per year**

4 – 10 years of active service: **25 vacation days per year**

11 or more years of active service: **30 vacation days per year**

Accrual stops at six weeks, max, so it pays to take your vacations. We don’t care if you go somewhere hot, somewhere cold, or somewhere mild – you should just occasionally not come in to work. It’s good for you.

As usual, submit requests for time off to your supervisor. (Or just put them in the comment box at your favorite restaurant if you want to mess with people). Eligibility for vacation begins after six months of active service.

In addition, if you quit or are terminated, you will be paid for accrued unused vacation days on a pro rata basis, up to a maximum of six weeks.

### Requests and Use

Vacation time must be used in 8-hour (one day) increments. In order to use vacation time, you must submit a vacation request with at least two weeks’ notice to your supervisor, which must also be approved by the head of your department, your first grade teacher, and at least one U.S. Senator. If two people in similar positions request the same time off, seniority will be used to determine who gets to go live life and who is condemned to another week in the office.

On the plus side, you’re probably still younger and more spry.

Anyhow, you generally can't use vacation time before you earn it, unless you’re some kind of master of persuasion and you get written permission from your Department Manager. If this happens, the vacation will be considered a salary advance, and you should look into publishing your own series of on the Art of Rhetoric.

Also, you can cash out accrued vacation during the course of employment, but only if the maximum accrual is reached, and only once.

### “Blackout” Dates

There might be dates when you can’t go on vacation because we need you more badly than a teen needs the perfect selfie for a profile pic. Check with your supervisor to find out if there are any such dates in your department.

### Partial Day Absences

If you skip more than four hours of work in a day, we might take it out of vacation pay, regardless of whether you enjoyed yourself or not.

## Victims of Crime Leave

If you're a victim, or are the immediate family member of a victim of a violent or serious felony (as defined by law), you can take time off from work to attend judicial proceedings related to the crime. Before the leave is granted, however, please provide advance notice and documentation of the scheduled proceeding. Please note that any absence from work to attend judicial proceedings will be unpaid, unless you choose to take paid time off, such as accrued vacation or sick leave.

## Volunteer Civil Service Personnel

Volunteering is for suckers. Never volunteer for anything. Just look out for Number One and to hell with everyone else!

Sorry about that. We’ve been reading *The Prince* before bed. We didn’t mean that stuff. It’s actually great to volunteer for things.

Please talk to your supervisor if you need some time off to do good things for the benefit of the Earth or its many inhabitants. You can get time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel, and you're also eligible for unpaid leave for required training.

In addition, if you're an official volunteer firefighter, please alert your supervisor if you need to attend training. You can take up to a total of fourteen days per calendar year to engage in fire or law enforcement training.

# Hiring

## Bridging of Time

If you’re away from DreamHost for less than a year, you can still get credit for the time you originally spent as a part of the team. The break in service is deducted, however, from seniority date, vacation and sick leave accrual, and retirement date. If your break in service is less than the 60-day waiting period for health benefits, you’ll be reinstated into the health benefit plan in which they were enrolled prior to termination.

If you’re gone for more than a year, you’re dead to us.

## Full-Time Employees

A full-time employee is someone who is scheduled and works 40 hours each week or more. No, sleeping at work every night will *not* get you full-time status and all the glorious benefits thereof.

## Inactive Status

If you’re on an extended leave of absence, you’ll generally be put on “inactive” status and things like vacation time, sick time, and seniority will stop accruing.

In addition, unless health benefit extension is covered by state or federal law, benefits will terminate upon the commencement of inactive status, according to our insurance carrier’s policy. If you have questions, please contact Art Elizarov in HR for more information, so you don’t wind up wandering the Appalachian wilderness without healthcare during your year off to “find yourself.”

## Job Duties

During your 90-day introductory period after hiring, your supervisor will tell you what the duties of your job are. Sometimes, these things will change and you’ll generally just have to roll with it. No matter what your supervisor says, however, mowing his/her lawn on the weekend is *not* part of the job.

## New Hires

Completion of the 90-day introductory period doesn't change your at-will employment status, but benefits do kick in for salaried folks, so that’s nice.

At the end of the period, you might have a review where we will mock your efforts to please your corporate overlords and demand redoubled efforts. Unless, of course, you’re doing a good job, in which case we’ll keep it a secret in the hopes that you don’t ask for a raise. You can also make suggestions and ask questions at that time. We’ll actually listen, too!

## Temporary Employees

Temporary employees are folks who are employed for short-term assignments. Short-term assignments generally are periods of three months or fewer. Such assignments can be extended, though. Sadly, temporary employees are not eligible for employee benefits, except those mandated by applicable law. It’s a cruel world.

## Internal Job Postings

DreamHost regularly posts open positions within the organization. To apply for one of these positions, however, you have to have been around for at least 90 days, and be doing pretty well at your job (with no warnings). This doesn’t apply, of course, to the *DreamHost Corporate Savior of Legend*. This person will likely rise to the CEO’s office within his/her first week.

Anyhow, we have an online Career Portal where you can check out postings and submit applications. We won’t provide the link here, though. Finding the page is the first challenge.

*“Seriously?”*

Yeah. Why not? You gotta want it!

# DreamHost Property

## Bulletin Boards

We have informative bulletin boards in the break room. If you want to put something up in there, figure out the right person to bribe, and you’ll be all set.

All right, it’s HR. Bribe HR.

Also, please note that there are size requirements for stuff that gets posted there and postings have expiration dates. All good things must come to an end.

## Electronic Media

We’ve been told that employees sometimes browse the Internet or use computers for personal purposes. We didn’t believe it when we heard it, but just in case this “crazy rumor” is true, remember that we own and can see, access, and dispose of everything that happens on our systems. For that reason, it’s probably for the best to limit the amount of personal information you send through them.

(You don’t want the IT guys calling you by the same pet name your spouse does, now do you, Shmoopins McButterbuns?)

Also, here are a few things not to share via DreamHost’s electronic media:

Non-public financial information or operational information, including but not limited to strategies, forecasts, and pretty much anything with a dollar-figure attached to it.

Internal communications regarding drive times, promotional activities, or anything related to our products, including things like advance ads or holiday strategies.

Personal information regarding other employees or customers.

Your hopes and dreams.

Legal issues, a legal case, or attorney communications.

Other confidential or top-secret information.

Lastly, please don’t use electronic media to violate rules described in this handbook, or laws in general.

## Social Media

When it comes to social media, we have a few requests:

1. Please don’t speak for the company. We’ve got folks whose job it is to do this.

2. If you feel compelled to weigh in on something related to our industry, it might be appropriate to disclose that you work for DreamHost, so that it doesn’t look like we have a shadowy network of shills patrolling the Web for us. If you’re going to say something stupid, however, please remain anonymous.

3. Please don’t share inside info.

4. Please don’t create an Internet shitstorm that drowns the company in a massive amount of bad PR. That would just suck so much.

## Employer Property

For the last time, you *cannot* run a small-scale hog farm under your desk. When will you people learn that hosting and husbandry simply don’t mix?!

\*sigh\*

Please try to keep the office clean and free of health code violations, and also try to keep theft to a minimum. The occasional pen, no one will miss. A copier, though? That’s going too far. Actually, never mind. Prior authorization must be obtained before any Company property can be removed from the premises. There.

Also, please don’t lock anything at work unless you give us a copy of the key or combo, too. If something happens to you and we can’t get into your secure spot, you’d own a piece of DreamHost forever, and we can be giving away little pieces of the company eternally like that.

## Nondisclosure or Use of Trade Secrets

Please don’t disclose trade secrets, customer lists, or things like that to those outside the company. In case you need some examples, these things include devices, inventions, processes and compilations of information, records, specifications, and information concerning customers or vendors.

Thanks!

## Off-Duty Use of Facilities

If you’re not working, you should probably you know, *go live your life*, or something like that.

If you don’t have a life, you should select one that is to your liking. Try to choose one from the Awesome Bin, if possible. We hear those are excellent.

(What? Those are on backorder? Damn. That sucks.)

## Parking

You guys know where and how to park. Why do we even have this section? Oh yeah, whoever keeps parking their helicopter in the handicapped space needs to stop that. Unless you’re actually handicapped. Then we don’t know what to say. Also, we might do parking lot surveillance, so, you know, be aware of that.

## Personal Use of Company Cell Phone

You’ll probably use your company phone for personal things. We get that. But if you run up charges talking to your girlfriend/boyfriend in Montenegro, you’re paying for it. Also, please hook your single coworkers up with cool European boyfriends and girlfriends, when you get a moment.

Anyhow, just for clarification, the phones are DreamHost property, and you should try to take care of them. If we part ways, the phone stays with us, no matter how many cherished memories you made together.

# Management

## Employee Property

Your personal property, including but not limited to lockers, packages, purses, and backpacks, can be inspected upon reasonable suspicion of unauthorized possession of company property, possession of dangerous weapons or firearms, or abuse of DreamHost's drug and alcohol policy.

Just don’t show up to work drunk and firing off your gun and you probably won’t have to deal with this stuff.

## Employment of Relatives

Family members can be employed by DreamHost, but we don’t want there to be weird conflicts of interest, so supervising family members and other similar situations are off the table. It just tends not to work out well.

## Names and Addresses

Please keep your contact info current with DreamHost. Otherwise, we might mail an exorbitant bonus check to the wrong place!

## Open-Door Policy

If you have any questions, comments, suggestions, concerns, issues, or ideas related to anything or anyone at DreamHost, please share them with the appropriate person. Communication is cool.

Also, here’s the escalation chain if you have a problem that needs formal resolution or investigation, and aren’t satisfied with the solution you get initially:

Supervisor > HR > CEO

If the CEO can’t solve your problem, just tell mom. There’s no higher authority we know.

## Performance Evaluations

From time to time, your performance will get graded here. If you do well, you might get more money! So, you know, try hard and stuff.

Performance evaluations generally happen each year, and cover things like quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. Performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance.

Making you feel good/bad about yourself is just a bonus.

## Personnel Records

If you want to see your personal file, just ask (with 3 business days of notice), and we’ll put it together so you can check it out with a company rep. You can’t make copies or bring in outsiders, but you can take notes and write up comments for the file.

Also, if someone outside DreamHost requests your info, we probably won’t give it to them unless they have some darn fine legal paperwork.

## Telecommuting (aka “Living the Dream”)

If you get in good enough with your supervisor, he or she might let you do some telecommuting. You’ll have to work out the details together, though, and DreamHost probably won’t take on extra costs so that you can work in your pajamas with Netflix playing in the background. But if you can make it work, it’s pretty sweet. You still have to attend meetings, though, so it’s not perfect.

If you want in, prepare a Telecommuting Request Form and submit it to your supervisor. After that, you’ll create a Telecommuting Agreement, and the terms and expectations of the arrangement will be set.

A few things to note:

* **Safety.** Keeping a safe workplace at home is important, and we may come in to help you ensure that things are good to go. You’re still covered by workers’ compensation, after all. If anyone else gets hurt at your “workplace,” though, that’s on you.
* **Caring for others.** While telecommuting, you can’t be providing childcare, elder care, or running a casino. You have to work while you’re working, unfortunately.

If things don’t work out, we reserve the right to hire a bounty hunter to bag you, tag you, and bring you back into captivity. One of us! One of us! One of us!

## Workplace Privacy

We may or may not be creepily taping things that go on at work. Nothing in the bathroom though. Also, isn’t it funny that we called this section “Workplace Privacy” when it’s all about a lack of privacy? Newspeak is fun.

# Wages

## Advances

Ain’t happenin’.

## Holiday Time

A holiday counts for 8 paid hours, as opposed to 24.

## Overtime

On a regularly scheduled workday, overtime accrues as follows:

For hours 8-12 = Rate x 1.5

For hours 12+ = Rate x 2

On a non-regularly scheduled workday, or a seventh consecutive day, overtime works like this:

For hours 0-8 = Rate x 1.5

For hours 8+ = Rate x 2

## Sick and Vacation Time

Each full sick day or vacation day reduces your sick/vacation time by 8 hours. You can take it in 4-hour increments if you need a half-day, however.

## Call-In Pay

If you get called in on a day you’re not normally scheduled to work, you’ll get paid for two hours, minimum.

## Reporting to Work

If public utilities are out, or there’s some other kind of disaster afoot that keeps DreamHost from operating, you probably shouldn’t come in. Contact your supervisor to find out what the deal is.

## Deductions for Salaried Employees

Salaried employees have it pretty good. They generally get paid no matter what they do during the week, even if there’s no work for them to do. If they just decide not to come in because they, “don’t feel like it,” though, they don’t get paid.

Here are some times when deductions will be made:

When you’re absent from work for one or more full days for personal reasons other than sickness or disability;

When you’re absent for one or more full days due to sickness or disability and you’re all out of leave;

When you’re absent for jury duty or military duty for a full week, and perform no work; or

When you work less than a full week during the initial or final week of employment.

Partial day deductions from available accrued vacation or sick leave balances will also be made when applicable. Other than that, managers can’t make improper deductions from pay.

Oh yeah, there are also certain deductions that we’re required by law to make:

FICA (Social Security) – you pay one-half and DreamHost pays the other, just like everywhere else.

Federal Withholding Tax – this tax is deducted in varying amounts depending upon your income, marital status, and number of exemptions. If you want to change your number of exemptions, please contact the Payroll Department by the Monday before the payday that the change is to take effect.

State and Local Taxes – appropriate state and local taxes will be withheld where applicable. Everyone has a finger in the dang pie.

~~Space Travel Fund~~ – cancelled. Accounting tells us we were never going to save enough money, anyway. Stupid future.

Parking Fees – you can elect to pay for your building parking fee through monthly deductions.

Other Voluntary Deductions – you can elect to have money deducted to cover your portion of insurance premiums, flex plan contributions, and 401(k) plan contributions.

In addition, if you believe that an improper deduction from your salary has been made, you should immediately report this information to your direct supervisor or to HR, or maybe contact the Mafia to break some kneecaps for you. Reports of improper deductions will be investigated promptly. If it's determined that an improper deduction has occurred, you'll be promptly reimbursed for any improper deduction made.

## Expense Accounts

If you have any questions about expense accounts, please contact the Corporate Controller. (And be sure to tell him/her how cool that job title sounds.)

## Travel and Entertainment Expense Reimbursement Policy

Here’s the deal: so long as you have a receipt, we pay for all the basic, backbone expenses associated with business travel, like flights, hotels, and transportation. We don’t cover the extras, like Ferrari rental, framed pictures with Goofy, a skywriter for a gorgeous Brazilian you’re trying to seduce, etc. If you have any questions, please ask the Corporate Controller. And best to do it *before* you incur the expense, yeah?

You know what, let’s get specific. Here’s what’s not reimbursable (unless it somehow pertains to client entertainment):

Alcohol

Airline or other travel insurance

Airline change fees

Annual fee for personal credit card

Car repair

Credit card interest charges

Day-care for children or pets

Fees for upgrades of air, hotel, or auto

Flight upgrades

Golfing or green fees

Golfing cart rental

Grooming, nail or hair salon expenses

Headphones on airlines

Health club fees

Laundry (unless three or more nights out of town)

Late check-out fees

Massage

Medicines

Movies (either in-room or at the theater)

Personal bar bills

Personal books, magazines or other entertainment

Personal travel portion during business trip

Personal property/life insurance

Pet hotel stays or pet transportation

Political or charitable contributions

Sporting events

Spouse’s expenses if accompanying Company employee on trip

Toiletries

Theater, cinema or opera tickets

Traffic citations (parking tickets or fines)

Theft or loss of personal property

Transportation to service organization meetings such as Rotary, Kiwanis, Optimist, and so on

Tobacco products

Vehicle towing

#### Use of private automobiles

If you drive on company business, you need a valid, current driver’s license that is not homemade, and you also have to be covered under a valid insurance policy that includes liability and uninsured motorists insurance. Here are the required insurance limits – not less than:

* $100,000 per person;
* $300,000 per occurrence for bodily injury;
* $50,000 per occurrence for property damage; and
* $100,000 per person and $300,000 per occurrence for uninsured and underinsured motorist coverage.

We’ll pay a standard rate per mile instead of actual expenses, based on the actual driving distance by the most direct route, at the reimbursement rate set by the IRS at the time the expense is incurred. We don't reimburse for commuting expenses between home and the office – life’s just unfair like that. We will also reimburse all necessary and reasonable charges for related expenses such as tolls and parking charges. However, traffic citations, parking citations, and towing and repair expenses won't be reimbursed, hotshot.

If flying is the best option, but you hate to fly, we’ll help you out a little. Reimbursement will be the actual mileage at the standard rate per mile for the most direct route. But it will never be more than airfare would have been. Sorry, land-lubbers.

When two or more employees travel in the same car, all expenses will be paid to the owner of the car. The other employee(s) is/are free to get high on the good vibes of carpooling, though.

Please let us know promptly if you have an accident while driving on company business, and tell your insurer too.

#### Mileage

You can claim round trip mileage at the standard rate established by the IRS. If your office is located in your home, all business mileage is reimbursable. For the rest of us, mileage to and from home isn't reimbursable. Please also include destination and reason for travel on all of your expense reports. Mileage incurred in excess of daily commuting miles is reimbursable at the rate mentioned above. You can also claim mileage to and from the airport when a relative provides transportation for you.

#### Phone/Internet/Fax

If you want to be reimbursed for telecom charges, get it cleared ahead of time and submit it for reimbursement. (Why the hell is anyone still using fax machines, though? We suppose you’ll want telegraph and carrier pigeon charges reimbursed next.)

#### Airport Parking, Taxi, and Limousine Fares

If you need a ride to and from the airport, a hotel, or a meeting site while traveling for business, it’s reimbursable. Please use bus and shuttle service where available and practical, however. If you drive yourself to the airport, the cost of remote area parking, mileage, and tolls will be reimbursable, too.

#### Business Meals

Believe it or not, we have a pre-set amount per day for each state. Here it goes:

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **State** | **M&IE** |  | **State** | **M&IE** |  | **State** | **M&IE** |  | **State** | **M&IE** |
| AL | $42 |  | KY | $47 |  | NV | $58 |  | WI | $51 |
| AR | $52 |  | LA | $50 |  | NY | $80 |  | WV | $44 |
| AZ | $51 |  | MA | $57 |  | OH | $46 |  | WY | $49 |
| CA | $80 |  | MD | $54 |  | OK | $47 |  |  |  |
| CO | $53 |  | ME | $50 |  | OR | $47 |  |  |  |
| CT | $58 |  | MI | $44 |  | PA | $49 |  |  |  |
| DC | $64 |  | MN | $50 |  | RI | $59 |  |  |  |
| DE | $41 |  | MO | $47 |  | SC | $51 |  |  |  |
| FL | $48 |  | MS | $45 |  | SD | $42 |  |  |  |
| GA | $44 |  | MT | $46 |  | TN | $47 |  |  |  |
| IA | $42 |  | NC | $48 |  | TX | $48 |  |  |  |
| ID | $54 |  | NE | $49 |  | UT | $58 |  |  |  |
| IL | $57 |  | NH | $45 |  | VA | $51 |  |  |  |
| IN | $43 |  | NJ | $46 |  | VT | $56 |  |  |  |
| KS | $47 |  | NM | $56 |  | WA | $54 |  |  |  |

If anyone wants to move to Delaware, now, we understand. Also, please note that drinking isn’t covered. If you think a company should pay you to get drunk, we applaud the boldness of your fantasizing, but we can’t support it, sadly.

Receipts must be submitted on an expense report for all meals. Only cash register or credit card receipts are acceptable, however. Restaurant guest check tear-tabs and napkins with “Expensive Meal” written on them in lipstick don’t count. Also, lost receipts won't be reimbursed. They’ll just fade away into the unknown trash bin of history. Here’s the nail in the coffin, though: alcoholic drinks are considered a non-reimbursable expense.

Meal reimbursements also depend on timing. If your trip begins before or continues past 6 a.m., you can get breakfast. If it begins before or continues past 11 a.m., you can get lunch. If it begins before or continues past 5 p.m., you can get dinner. Heck, you can even get dessert, if it fits in the limit. The starting time is when you leave your home or the office, and the ending time is when you leave to come home or return to the office.

#### Entertainment Meals

The gold standard for reimbursable corporate expenses – the entertainment meal! You can even get paid to drink! All right, not so fast. Here are the requirements:

You need to identify the group or individuals that were entertained, including titles and business relationships.

You’ll need to explain the business purpose of the expense, including what was discussed.

You’ll need to provide receipts with amount, date, and name of establishment.

The entertainment must be appropriate to our mission and policies. (You can officially cross the most fun and illicit things off the list right there).

Expenditures per person can't exceed $100 (excluding tip). More than that requires approval. Also, if you’re not someone who is tasked with developing business, please check with the Corporate Controller before you hit the club with your buddies and try to pass it off as a business expense.

What won’t fly? Entertaining suppliers, or events where only company personnel were entertained. Other than that, have fun.

#### Tips

Reasonable tipping is encouraged. Please do not, however, at any point, attempt to “make it rain.”

#### Other Reimbursable Travel Items

Currency conversion fees.

Reasonable hotel Internet access fees.

Tips to porter, skycaps, bellhops, and service personnel.

Trapped Time − occasionally you may find yourself on a trip where business demands result in days “trapped” between meetings (e.g. a weekend falls in between meetings). In addition to lodging, meals and car rental expenses will also be reimbursed.

Other expenses that are reasonable and necessary for business (e.g., freight/postage, printing, etc.).

Business-related excess baggage fees for one bag and any other necessary work items.

Business-related seminars and professional organization fees.

### Staff Events

The following events are reimbursable depending on your department head:

|  |  |  |
| --- | --- | --- |
| **Event** | **Reimbursable?** | **Approval** |
| Department Luncheons – special event (e.g., completion deadlines) | Yes | Chief Financial Officer and President |
| Business Luncheons | Yes | Department Head |
| Holiday Luncheons | No | n/a |
| Celebrations (e.g., employment anniversary, birthdays, or Administrative Assistant’s Day) | No | n/a |
| Garage Parking Validations (business meetings) | Yes | Department Head |
| WoW Guild Raids | No | Guild Leader’s Mom/Dad? |
| Gifts | No | n/a |
| Flowers- Illness, surgery, death, client relationships, and so on | Yes | Department Head |

### Clubs and Memberships

Clubs and memberships are not a reimbursable item. All club and membership fees are budgeted items and are processed as standard accounts payable transactions.

### Personal Losses

Personal losses while on Company business are not reimbursable. Stay safe out there!

## Expense Reports and Approval Requirements

### General Requirements

The unbelievably lengthy requirements for expense reports and approvals are as follows:

Submit expense reports to AP within two weeks.

Expense reports must be approved by employee’s direct supervisor (or an individual at least one level above the individual requesting reimbursement) and reviewed again by the Corporate Controller’s office. Then they should be ironed with light starch, framed, and nailed to the door of the company CEO. Or not, if you want to keep your job.

The Travel Request Form (if applicable) should be included with the expense report.

Expense reports approved by the appropriate manager should NOT be returned to the traveler, but forwarded directly to the Corporate Controller’s office for review and processing.

Fax copies of expense reports won't be accepted. No one likes faxes.

The Travel Expense Report must clearly state the purpose of travel or entertainment. (“Hustlin” is not an acceptable business purpose).

Each traveler must submit separate Travel Expense Report forms. If two or more Company employees are traveling together, one traveler may choose to pay all expenses and request reimbursement.

**[~Intermission~ Please hum a relaxing tune. We’ll get through this . . . all right, home stretch, here we come.]**

Expense reports will be processed as any other invoice: shredded, rejected, and denied categorically. It’s our business model, and it’s a winner, dammit!

Expenses incurred in a foreign country and charged on the corporate charge card should be reimbursed based upon the converted rate, as per the statement.

All expenses included on the expense report must be accompanied by a valid receipt. Credit Card statements won't be accepted as evidence of a receipt, proving that technology still has a long way to go before it removes all annoyances from our lives.

Receipts should be attached chronologically.

All advances should be accounted for and documented on the Travel Expense Report with the check remittance attached to the expense report.

We reserve the right to investigate expense report items prior to payment. All of this galavanting and globetrotting makes us feel like nervous parents on prom night.

These requirements can be modified at any time at the discretion of Company management.

Management is responsible for exercising sound judgment when approving business expenses for reimbursement. Dollar levels of approval are covered by the delegation of authority. No individual, including management, can approve their own expense report. (That would kind of defeat the whole purpose of those million lines of policies and procedures we just typed out).

### Incorrect or Incomplete Expense Reports

Employee expense reports can't contain any hand-made corrections or alterations, especially those done in crayon. DreamHost will also reject facsimile copies of receipts submitted as evidence of the expense. Again, no one likes faxes.

### Policy Compliance

Any exceptions to this policy must be approved by your supervisor and the Corporate Controller.

## Meal and Rest Periods

Normally, these breaks are unpaid, but we’ve decided to pay you for them anyhow. Thanks for being awesome!

**Here’s how paid 15-minute breaks work (don’t clock out):**

- Work 4 hours: one 15-minute break

- Work 6-10 hours: two 15-minute breaks

- Work 10-14 hours: three 15-minute breaks

**You also get paid 30-minute breaks (clock out; you’ll still get paid):**

-Work 5 hours: one 30-minute break

-Work 10 hours: two 30-minute breaks

You need to stop working for the full break, and you can leave the premises when you do. You can also waive your second lunch break. Check with your supervisor about that. Also, if you miss your breaks, let your supervisor know as soon as possible.

## Overtime for Non-Exempt Employees

Sometimes, you’ll have to work overtime. Some people love it. Some people hate it. But everyone will have to deal with it eventually. We will attempt to distribute overtime evenly and accommodate individual schedules, though. All overtime work must be previously authorized by a supervisor, and only actual hours worked in a given workday or workweek can apply in calculating overtime.

On a regularly scheduled workday, overtime accrues as follows:

For hours 8-12 = Rate x 1.5

For hours 12+ = Rate x 2

On a non-regularly scheduled workday, or a seventh consecutive day, overtime works like this:

For hours 0-8 = Rate x 1.5

For hours 8+ = Rate x 2

Workweeks begin each Sunday at 12:01 a.m. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. (For purposes of overtime, not in general).

Exempt employees: there’s no such thing as overtime for you. You’ll just have to die at your desk, sadly.

## Pay Differentials

If you’re scheduled from 10:00 p.m. through 6:00 a.m., you’ll get an additional $5.00 per hour. Most spend it all on caffeinated beverages, though, so it doesn’t add up that much.

## Pay for Mandatory Meetings/Training

Sometimes, your supervisor will send you to some mandatory training related to your job. You’ll get paid, though, and can even get overtime if applicable, so it won’t be so bad.

## Payment of Wages

Everyone at DreamHost is paid exclusively in Monopoly money. Isn’t that exciting? You’ll win every time you play!

. . . What’s that? Sounds kind of like an angry pitchfork mob, doesn’t it?

Okay, new policy: we’ll pay people in actual money via paycheck or direct deposit (head here to set it up: <https://portal.adp.com>). Please don’t impale us on rusty farm implements.

Checks will be made available Friday at 5:00 p.m. every other week at the Los Angeles, Brea, and San Francisco offices. If a regular payday falls on a holiday, however, you'll be paid on the last regular workday before the holiday.

Direct deposit can be started and stopped at your election at the link above. If you stop it, you'll receive a regular payroll check on the first pay period after the receipt of the form, provided it's received no later than 10 days before the end of the pay period. You should also check your first deposits to make sure they’re correct. If you’re being paid way too much, you’ll let us know, right?

Right?

Hello?

## Recruitment Bonus

If you send us the name of someone good, and we hire them, and it works out long term, we’ll pay you bonuses as follows:

After they’ve worked for 1 month: $100

After they’ve worked for 6 months: $200

After they’ve worked for 12 months: $200

If two people refer the same candidate, they’ll split this bonus.

## Timekeeping Requirements for Non-Salaried Employees

Please don’t forget to punch your timecard when you come and go. It’s important.

Punch in when you get here, and punch out when you leave. Please also punch in and out for lunch breaks, and punch out anytime you leave the building. Please don’t punch anyone else’s card or let anyone do that for you. It’s just wrong.

One last thing: time cards must be reviewed and signed by you and your supervisor by 4:00 p.m. on the first Tuesday of the pay period. If you need to make changes on your timecard or see errors, check with your supervisor.

## Work Schedules

We generally are open from 10 a.m. to 5 p.m., Monday through Friday. The rest of the time is usually wasted in front of the computer, the television, or the ever-popular computer/television combo.

Exchanging work schedules with other employees is discouraged. However, if you need to do it, make a request to your supervisor. Work schedule exchanges can't be approved for the mere convenience of an employee, if the exchange interferes with normal operations, or if it results in excessive overtime, however.

# Employee Conduct

## Romance at Work

You probably shouldn’t get into a romantic relationship at work, but it happens sometimes. The main rule we have is that people in direct supervisory relationships can’t have romantic relationships. If one is started, please let us know so that we can move things around (shifts, locations, positions, etc.) to keep things from getting too “messy.”

## Gifts and Such

Unfortunately, you can’t accept gifts from vendors and others outside the company. Please let your supervisor know if anyone tries to pay you off, so that the information can be recorded. Total value of attempted bribes is an important part of your evaluation.

## Conducting Personal Business

Please work for DreamHost when working for DreamHost.

## Confidentiality

Please don’t discuss any company info with outsiders. Instead, use interpersonal interaction as an opportunity to practice corporate speak. For example, if the company is at the middle of a huge scandal, and one of your friends asks you what’s going on, just say, “We are diligently reviewing that issue internally, and will make a statement at an appropriate time.” Then stare at them with hollow eyes until they leave you alone.

## Conflicts of Interest

Try to avoid conflicts of interest, which generally occur when your ability to work impartially for DreamHost comes up against some other interest (e.g. you’re dating a subordinate, your brother wants to become a supplier, you hear about a plan for DreamHost to open a new facility and nefariously purchase the land to drive up the price on us). If you think you have a conflict of interest, or you’re not sure about whether you have a conflict of interest, please check in with a supervisor or HR to get clarity.

## Customer Relations

You have to treat customers like gold. There’s no way around it. Be prompt, communicative, thorough, and always have a helpful attitude. And here’s the hardest part: you have to keep it together even when they piss you off. Don’t get too emotional, listen to their concerns, and try to problem-solve. Also, if you think you’re going to rage out on a customer, please tag another team member or supervisor to step in and diffuse the situation.

## Dress Code and Other Personal Standards

If you put something on and wonder, “*Can I get away with this at work?*” or “*Is that smell coming from me?*” you should probably change.

## Drug and Alcohol Abuse

If you could do drugs and alcohol at work, it wouldn’t be called “work,” would it? A few rules on this topic:

* We might do searches or investigate to enforce the policy.
* Please report drug-related charges that you are subject to to your supervisor, even though you may be put on leave, disciplined, or terminated as a result.
* If you get convicted on a drug-related charge, we can no longer employ you.
* Even if you’re taking prescription meds or over-the-counter substances that might affect your ability to work, let your supervisor know.

Also, if you’re having some troubles with drugs or alcohol, check out aa.org or na.org. They’ve helped a lot of people and can probably help you, too. We’ll discuss your job status if and when you’re well.

## Housekeeping

Please don’t make a mess at work, and clean up after yourself. Also, we’re cleaning the fridge out at the end of each week no matter whose name is on those labels.

## News Media Contacts

We promise you, you don’t want the burden of having to speak for the company. If you’re contacted by the press or some similar outfit, please stick to the classic, “No comment” and then check in with your supervisor.

## No Solicitation of Customers or Employees

Please don’t offer our customers or prospects your own services.

## Off-Duty Conduct

Whatever it is you get up to in your spare time, please try to make sure it doesn’t destroy the company somehow. Thanks!

## Other Employment

You’re working multiple jobs? Dang, it’s hard out there! Please try to make sure that it doesn’t affect your DreamHost work, and good luck to you.

## Political Activity

Participate in politics all you like, but please don’t claim that DreamHost supports anything in particular. We have consultants to tell us what the most profitable political affiliations are, thank you very much.

## Prohibited Conduct

Not a single one of these things will be a surprise to 99% of you. The other 1% will do them regardless of what we write down. Pointlessness notwithstanding, here’s a list of things you can’t do:

Falsifying employment records, employment information, or other company records (note that employment information includes Social Security Numbers and any other documents used to verify identity and ability to work in the United States);

Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;

Selling weapons to North Korea;

Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any time card, either your own or another employee's;

Theft and deliberate or careless damage or destruction of any company property, or the property of any employee or customer;

Removing or borrowing company property without prior authorization;

Unauthorized use or misuse of company equipment, time, materials, or facilities;

Provoking a fight or fighting during working hours or on company property;

Participating in horseplay or practical jokes on company time or on company premises;

Carrying firearms or any other dangerous weapons on company premises at any time (*“I can’t bring my gun to work? What if someone gets in my face? How will I successfully assert my dominance? Man, this place stinks.”*);

Engaging in criminal conduct whether or not related to job performance;

Causing, creating, or participating in a disruption of any kind during working hours on company property;

Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management;

Ritual sacrifice;

Using abusive, threatening, or intimidating language at any time on company premises;

Failing to notify a supervisor when unable to report to work;

Unreported absence of three consecutive workdays;

Failing to obtain permission to leave work for any reason during normal working hours;

Failing to observe working schedules, including rest and lunch periods;

Failing to provide a physician's certificate when requested or required to do so;

Sleeping or malingering on the job (we don’t know what “malingering” is, but it sounds pretty bad);

Working overtime without authorization or refusing to work assigned overtime;

Violation of dress standards;

Violating any safety, health, security or company policy, rule, procedure or violation of our drug and alcohol policy;

Committing a fraudulent act or a breach of trust under any circumstances; any employee who knowingly files a false workers’ compensation, automobile, or other type of insurance claim is committing insurance fraud;

Eating your roommate’s stuff;

Committing of or involvement in any act of unlawful harassment of another individual;

Failing to promptly report work-related injury or illness; and

Violation of company policies or rules, whether set forth formally in this handbook or in company memoranda, or stated informally by your supervisor.

*“Wow, my buzz is officially killed. Ready to report to work, Officer Rulemaker!”*

That’s the spirit!

## Prohibited use of Company Cell Phone While Driving

Just don’t. It can wait.

Or, if you’re over 18, please use a hands-free device, voice controls, and pre-programmed contacts. Thanks!

## Punctuality and Attendance

Please show up on time, stay for your whole shift, and communicate ASAP if any of that isn’t going to happen.

More specifically, if you're unable to report for work on any particular day, you must contact your supervisor at least one hour before the time you're scheduled to begin working for that day (except under the most extenuating circumstances). If you call less than one hour before your scheduled time to begin work and don't arrive in time for your assigned shift, you'll be considered tardy for that day.

In all cases of absence or tardiness, you must provide your supervisor with an honest reason or explanation, and inform your supervisor of the expected duration of any absence. Excessive absenteeism or tardiness (e.g. more than three (3) days absence in a one- (1) month period), whether excused or not, won't be tolerated.

If you fail to report for work without any notification to your supervisor and your absence continues for a period of three days, we will consider that you've voluntarily abandoned or quit your employment.

Hopefully, you haven’t been kidnapped.

## Smoking

It is our understanding that all smoking activities have generally been relocated to Venus, at this point. Sorry, smokers. There may be some designated smoking areas, though. Please do it there.

## Solicitation and Distribution of Literature

You’re not supposed to solicit other employees to buy your stuff or support your causes, but we’re pretty sure that your co-workers would be upset if they found out you were selling Girl Scout cookies and didn’t give them a chance to get some, though.

That reminds us, have they changed the serving size on Thin Mints to “Entire Sleeve” yet? That change is way overdue.

## Visitors

A little bit of visiting from your friends or family is okay. Please make a request to your supervisor beforehand for any visits. If you want to celebrate Bring Your Child to Work Day everyday, though, it’s not going to work out. But if an emergency requires that you bring your child to work, it may be possible. A few rules about that:

* You have to keep an eye on your child while he/she is here, or put him or her in a suitable crate with airholes.
* If the child is sick, please bring a note from a doctor stating that the child is not contagious
* Your child cannot be used as slave labor. Please bring a coloring book or, better yet, a mobile device, to keep your child entertained.

Also (and it pains us to say this), your pets can’t come to work with you, no matter what type of face they make as you shut the door and abandon them for yet another lonely day at home without their favorite human in the world.

Wow, that was harsh!

All right, you can make up for it with a steady supply of belly rubs, treats, and toys.

## Workplace Violence Policy

No violence in the workplace. Get violent, make threats, or bring in weapons, and you’re out. Please report any violations of this policy to your supervisor.

# Termination

## Employee References

If you need a reference, please contact HR. They handle those.

In general, we will only disclose dates of employment and the title of your last position held. If you authorize the disclosure in writing, however, we will inform prospective employers of the amount of salary or wage you last earned.

## Involuntary Termination and Progressive Discipline

If someone is messing up at work, we’ll generally give a few warnings before firing him/her, and do supervisor meetings. Sometimes, however, it’s not appropriate to wait and termination happens quickly, or some other form of discipline makes sense. Let’s just all do a really good job and keep these things from ever arising.

## Reductions in Force

The day may come when we have to let a bunch of people go, which will be awful. We’ll do our best to take everything into account when selecting the unlucky ones, and will do what we can to ease their transitions with advance notice. This is depressing. Let’s move on.

## Voluntary Resignation

Voluntary resignation results when you voluntarily quit your employment at DreamHost, or fail to report to work for three (3) consecutively scheduled workdays without notice to, or approval by, your supervisor. All company-owned property, including computers, vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment.

That is, you’re allowed to quit, but much like a breakup, you have to give us our stuff back when you do.

# Safety and Health

## Employees Who Are Requested to Drive

First off, you need a license and insurance coverage. All set? Cool. We’ll check things out with the DMV. If everything is cool, we’ll pay you 55.5 cents per mile when you drive on company business. Where are we going to get half-cents from? Let us worry about that.

If you lose your license or can’t be insured, we may have to let you go. Also, if you get into an accident, please let us know within 24 hours and tell your insurer as well.

## Ergonomics

We don’t want your job to hurt you, so we’re generally willing to do what is necessary to create a comfortable, ergonomic workplace. Please check in with HR if you have any questions.

## Inclement Weather/Natural Disasters

If it’s too dangerous to get to work (earthquakes, snow, road closure, announced avalanche danger, whiteout, heavy rain, or severe flooding), please don’t attempt it. It’s not worth it, and we probably won’t be open. Just get in touch with your supervisor and stay home. Also, you can get paid for up to 5 days of weather/disaster related absences (excess is deducted from vacation time), so why not kick back and relax?

If the office is damaged, reach out to your supervisor about reporting to another location, if possible.

## Recreational Activities and Programs

If you’re playing one-on-one wastebasket basketball at work and you get hurt attempting to block a nasty dunk, that’s on you. We don’t cover injuries that occur outside your normal work duties. And no one at DreamHost is required to block nasty dunks. Yet.

## Security

Secure your computer (log out) and belongings at work, and always be on the lookout for suspicious characters. You’ll know them by the telltale trench coats, oversized hats, and shifty eyes. Also, don’t leave valuables at work when you’re away. If you see suspicious people or keys, security passes, or identification badges go missing, let your supervisor know. He or she will don a costume and fight crime comic-book style: by alerting the appropriate authorities and hiding under a desk until help arrives.

# Confirmation of Receipt

## Confirmation of Receipt

I have received my copy of DreamHost's employee handbook. I understand and agree that it's my responsibility to read and familiarize myself with the policies and procedures contained in the handbook. I acknowledge that the handbook makes many attempts at humor, and will not groan audibly when reading them.

I understand that, except for employment at-will status, any and all policies or practices can be changed at any time by DreamHost in its dictatorial discretion. In fact, DreamHost reserves the right to change my hours, wages, and working conditions at any time (but should probably let me know eventually if it does any of those things). I understand and agree that other than the president of DreamHost, a manager, supervisor, or representative of DreamHost doesn't have the authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the president has the authority to make any such agreement and then only in writing, signed by the president.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at DreamHost is employment at-will; employment can be terminated at the will of either DreamHost or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between DreamHost and me concerning the duration of my employment and the circumstances under which my employment can be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with DreamHost.

Employee's Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee's Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Invention Assignment Agreement (IP Agreement)

As a condition of my employment with DreamHost Network, LLC, its subsidiaries, affiliates, successors or assigns (together, the “Company”), and in consideration of my employment with the Company and my receipt of the compensation (including all equity compensation) that the Company has paid me or may pay me in the future, I agree to the following provisions of this Invention Assignment Agreement (this “Agreement”).

1. ASSIGNMENT OF INVENTIONS. As between the Company and myself, I agree that all right, title, and interest in and to any and all copyrightable material, inventions, improvements, trade secrets, patents and other intellectual property (collectively, the “Inventions”) that relate to the Company’s business that I conceived, discovered, authored, invented, developed or reduced to practice in the course of fulfilling my duties as an employee of the Company (including for services for any period of time prior to the date of this Agreement and/or for services not rendered on the Company’s premises), except as provided in Section 2 below (collectively, “Company Inventions”) are the sole property of the Company. I irrevocably fully assign to the Company all of my right, title and interest in and to Company Inventions (the “Assignment”) and agree that the Assignment includes a present conveyance to the Company of ownership of Company Inventions that are not yet in existence. I further acknowledge that all original works of authorship that I make within the scope of and during the period of my employment with the Company and that are protectable by copyright are “works made for hire,” as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any Company Inventions is within the Company’s sole discretion and that the Company will owe me no consideration as a result of the Company’s efforts to commercialize or market any such Company Inventions. The Assignment includes “moral rights” or the like, and to the extent that such rights cannot be assigned under law, I waive and agree not to enforce any such rights to the extent permitted under applicable law.

2. EXCEPTIONS TO ASSIGNMENT.

(i) The Assignment shall not include any Inventions that I owned or in which I have an interest prior to my employment with the Company. I have listed such Inventions which relate to the Company’s current or proposed business, products or research and development on Exhibit A (the “Prior Inventions”). If I have not listed any Prior Inventions on Exhibit A, or if Exhibit A is not attached to this Agreement, then it means that no such Prior Inventions exist. In connection with any Prior Inventions, I represent, warrant and agree that: (A) they will not materially affect my ability to perform services to the Company and comply with my obligations under this Agreement; and (B) I will inform the Company in writing before incorporating any such Prior Inventions into any Company Invention or otherwise utilizing any such Prior Inventions in the course of my employment with the Company, and, if so incorporated or used, I grant to the Company a nonexclusive, royalty-free, perpetual, irrevocable, transferable worldwide license (with the right to grant and authorize sublicenses) to exploit, without restriction, any such Prior Inventions. Further, I agree that I will not incorporate any invention owned by any third party into any Company Invention without the Company’s prior written permission.

(ii) The Assignment shall not include any Inventions that I developed or may develop entirely on my own time without using the Company’s equipment, supplies, facilities, or trade secret information or that otherwise qualify as an exemption to the Assignment under California Labor Code Section 2870 (which is attached to this Agreement as Exhibit B) (the “Private Invention”). However, any Inventions that at the time of their conception or reduction to practice related to the Company’s business or to actual or demonstrably anticipated research or development of the Company, or resulted from any work that I performed for the Company, shall constitute part of the Assignment as described in Section 1 above.

(iii) With respect to any inventions that constitute “open source” intellectual property and which relate to the Company’s current or proposed business, products or research and development (any such intellectual property, “Open Source IP”), prior to commencing work on developing any such Open Source IP (other than simple code commits or bug fixes and that do not require your signature) you must seek and obtain prior written approval from the Company’s Vice President. If such written approval is granted, such written approval will also specify whether as between you and the Company such Open Source IP you develop will constitute part of the Assignment, or whether you may retain intellectual property rights in such Open Source IP with the right to assign, convey or transfer such Open Source IP to third parties.

3. MISCELLANEOUS

A. General. This Agreement will be governed by the laws of the State of California without regard to California’s conflict-of-law rules. I hereby consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in California for any lawsuit between me and the Company. This Agreement will be binding upon my heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as may be expressly otherwise stated. Notwithstanding anything to the contrary in this Agreement, the Company may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of the Company’s relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or equity, or otherwise. This Agreement, together with the attached exhibits, describes the entire agreement and understanding between the Company and me with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements, discussions, or representations between us. Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement. If a court or other body of competent jurisdiction finds any provision or portion of this Agreement to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of this Agreement will continue in full force and effect. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing that an authorized officer of the Company and I sign. Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach. The rights and obligations of the parties to this Agreement will survive termination of my employment with the Company.

B. Further Assurances. I agree to cooperate fully with the Company and to execute such further instruments, documents, and agreements, and to give such further written assurances as the Company may reasonably request to evidence and reflect this Agreement and to carry its intents and purposes into effect, including, but not limited to, promptly making full written disclosure of any Company Inventions, promptly making full written disclosure of any Private Inventions that I believe should be excluded under Section 2(ii) and that I have not otherwise disclosed on Exhibit A, irrevocably designating and appointing the Company and its duly authorized officers and agents as my agent and attorney-in-fact to execute and file any papers and documents with respect to any Company Invention (if I am unable to so execute and/or file for any reason), and assisting the Company (or its designee) at the Company’s expense in every proper way to secure the Company’s rights in the Company Inventions in any and all countries.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name of Employee (typed or printed)

Witness:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name (typed or printed)

***Signature Page to Invention Assignment Agreement***

**EXHIBIT A**

**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP**

 Identifying Number or Brief
 Title Date Description
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_ No inventions or improvements

\_\_\_\_\_\_Additional Sheets Attached

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Signature

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Name of Employee (typed or printed)

**EXHIBIT B**

CALIFORNIA LABOR CODE SECTION 2870
INVENTION ON OWN TIME-EXEMPTION FROM AGREEMENT

“(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer’s equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer’s business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.”

# Arbitration Agreement

It is in the interest of both DreamHost and its employees to resolve in a speedy and inexpensive way any legal controversy which may arise. Therefore, no dispute between DreamHost (or any of its officers, directors or employees) and any employee of DreamHost, which is in any way related to the employment of the employee (including but not limited to claims of wrongful termination; racial, sexual or other discrimination or harassment; defamation; and all other employment-related claims or allegations) shall be the subject of a lawsuit filed in state or federal court. Instead, any such dispute shall be submitted to binding arbitration before the American Arbitration Association (AAA) or any organization on which the parties agree or which a court may appoint. This agreement to arbitrate disputes applies mutually to both DreamHost and the employee and may not be amended or waived unless agreed to in writing by both parties.

In order to commence an arbitration proceeding, the claimant shall file with the AAA (or other agreed or appointed arbitrator) and serve on the other party an arbitration demand. The demand and the arbitration shall comply with the AAA's Employment Arbitration Rules and Procedures (the "Rules”) in effect at the time of filing (a current copy of such Rules can be found on the AAA’s website, adr.org). Each party shall be entitled to take at least one deposition, and to take any other discovery, including any additional depositions, as is permitted by the Arbitrator. In determining the extent of discovery, the Arbitrator shall exercise discretion, but shall consider the expense of the desired discovery and the importance of the discovery to a just adjudication.

The Arbitrator shall render a decision which conforms to the facts, supported by competent evidence and the law as it would be applied by a court sitting in the State of California. At the conclusion of the arbitration, the Arbitrator shall make written findings of fact, and state the evidentiary basis for each such finding. The Arbitrator shall also issue an award, and explain how the findings of fact justify his or her award.

Any party may apply to a court of competent jurisdiction for entry of judgment on the arbitration award. The court shall review the arbitration award, including the findings of fact, and shall determine whether they are supported by competent evidence and by a proper application of law to the facts. If the court finds that the award is properly supported by the facts and law, then it shall enter judgment on the award; if the court finds that the award is not supported by the facts or the law, then the court may vacate the award; correct the award; or direct the parties to return to arbitration for further proceedings consistent with the order of the court.