

OWASP Foundation Employee Handbook

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Introduction

- This Employee Handbook (Handbook) serves as a guideline to The OWASP Foundation's (OWASP's) policies and benefits. This Handbook generally presents the terms and conditions of employment and covers all US based employees.
- This Handbook gives you information about the main features of our employment policies and benefits, and certain other general information. It is not intended as a contract. It does not, and is not intended to cover all matters in complete detail. Changing conditions may bring revisions to these policies and benefits, just as they have played a part in forming them.
- Should there be any conflicts between this Handbook and the terms and conditions of applicable benefit plans (e.g., insurance policy, etc.), the official text of the plan or policy will govern.

Definitions and Employee Classifications

- "At Will" Employment – Nothing in this Handbook guarantees employment for any specific length of time. Employment is at the mutual and continuing consent of the employee and OWASP. Accordingly, either the employee or OWASP can terminate the employment relationship "at will." Nothing in this Handbook or in any document or statement shall limit the right to terminate employment at will. Nothing in this Employee Handbook, or any other Human Resource document, including benefit plan descriptions, creates or is intended to create an express or implied contract of continued employment for any employee.
- Regular Full-Time Employee – A "Regular Full-time Employee" is defined as an employee who is

regularly scheduled for forty (40) or more hours per week. Regular Full-time Employees are entitled to benefits, provided they meet the specific eligibility requirements for each benefit.

- Regular Part-Time Employee – A "Regular Part-time Employee" is defined as an employee who is regularly scheduled for less than forty (40) hours per week. Regular Part-time Employees are not automatically entitled to benefits. The benefits for each part-time employee are dependent on the terms and conditions of their employment agreement.
- Exempt Employee – This category includes all employees who are assigned a majority of duties by OWASP which are exempt from the overtime provisions of the Federal Fair Labor Standards Act and/or any other applicable laws. Such employees include but are not limited to those who qualify as exempt executive, administrative, or professional employees, or as outside salespersons.
- Non-Exempt Employee – "Non-Exempt Employees" include all employees who are assigned a majority of duties which are classified as non-exempt by the overtime provision of the Federal Fair Labor Standards Act or any applicable state laws. Employees in this category are therefore entitled to premium pay for excess work as defined by state and federal law.

Hours of Work

- Your fellow employees and your Company depend on you to be on time for work and to perform your duties responsibly. Our regular core business hours are 8 hours daily *Monday through Friday*. Our business, however, requires a variety of hours and you and your manager will determine your schedule. The definition of the standard work week begins every Sunday and concludes the following Saturday.
- All exempt and non-exempt, full-time regular employees are expected to work a standard forty (40) hour work week. Permission to vary normal work hours must be obtained in advance from your manager.

Flexible Work Schedules

- It is the policy of OWASP to offer a range of flexible working options, which are designed to link together business requirements, employee needs, technology and the workplace to provide a working environment that helps to bring out the best in our employees in the office, at home or on the move. If you desire to temporarily or permanently work a non-standard schedule, this can be negotiated with your supervisor.

Time Recording

- You are to report your time worked on the 15th and 30/31st of each month (bi-monthly) to your supervisor. Time sheets should include hours worked, accounting for all direct and indirect work, plus any vacation time, sick leave, holidays, other paid leave and leave without pay.
- Time sheets start on Sunday and end on Saturday.
- With the exception of new or terminating employees, 86.66 hours of regular time will be paid each pay period regardless of the regular hours worked as reported on your time sheet. This number is derived from 2,080 work hours in a year, divided by 24 pay periods. New and terminating employees are paid a prorated amount according to the number of hours worked.

Payroll Schedule

- OWASP operates on a bi-monthly payroll schedule. Pay is made in arrears. Payroll will be paid by the 5th and the 20th of the each month except in December, which is paid before the end of December.
- Any errors in your pay, vacation, sick or personal leave balances should be reported to your manager as soon as possible. Whether an error causes underpayment or overpayment, or under or over accrual, you are expected to advise your manager to ensure the error is corrected as promptly

as possible.

Deductions

- OWASP is required by State and Federal statutes to deduct state and federal income taxes, Social Security payments, and State Disability and/or workers' compensation insurance from your paycheck in states where applicable.

General Policies

- In the US, OWASP employs only persons legally authorized to work in the United States. We require that an I-9 (Employment Eligibility Verification) form be completed on your first day of employment. The I-9 form requires you to complete and sign a statement confirming employment eligibility (status as a U.S. citizen, lawful permanent resident alien, or alien authorized to work) and to provide original documents needed to support this statement. OWASP employs individuals in the legal name reflected on the documents presented to certify employment eligibility.
- Persons not eligible to work in the United States will be considered contractor status.
- OWASP strictly prohibits the unlawful use, possession, distribution, or manufacture of any controlled substance on its premises, and any OWASP employee or subcontractor who violates this provision will be subject to immediate dismissal.

Employee Problems Procedures

- OWASP encourages you to discuss issues with your managers, who are in the best position to respond directly to issues or disagreements related to the application of policy or the appropriateness of any particular Company action. However, when this is inappropriate or unsuccessful, you can take issues to any officer of the board.
- Any remaining disputes, claims, and controversies arising out of employment with OWASP, including any claims related to discrimination based on age, sex, color, race, creed, national origin, religious persuasion, union affiliation, or disability, or in violation of law, shall be subject to and fully settled by mandatory and binding arbitration administered by the American Arbitration Association in accordance with the AAA National Rules for the Resolution of Employment Disputes. These procedures provide the exclusive forum and method for resolving any such dispute. In any such arbitration proceeding, you have the right to a representative of your choosing.

Equal Employment Opportunity

- OWASP will recruit, hire, train, and promote all persons without regard to race, color, age, sex, religion, national origin, disability, veteran status, or any other characteristic protected by applicable law such as ancestry, marital status, family status, political belief, or sexual orientation. OWASP evaluates all employment decisions so as to further the principle of equal employment opportunity.
- All Human Resource actions including, but not limited to, compensation/benefits, transfers, Company-sponsored training, education, tuition assistance, Company-sponsored social and recreational programs, layoffs, returns from layoffs, will be administered without regard to race, color, age, sex, religion, national origin, disability, veteran status, or any other characteristic protected by applicable law.
- OWASP is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of OWASP and prohibits discrimination by any employee of OWASP, including managers and co workers. If you believe you have been subjected to any form of unlawful discrimination, contact your manager or an officer of the Board.
- If OWASP determines that unlawful discrimination has occurred, effective remedial action will be taken. Appropriate action will also be taken to deter any future discrimination. OWASP will not

retaliate against you for filing a complaint and will not permit retaliation by management, employees or your co workers. If you believe that you are being subject to retaliation, contact your manager or an officer of the Board.

- It is the policy of OWASP to offer employment to qualified people with disabilities based solely on their ability to perform essential functions of the job. OWASP will reasonably accommodate a qualified person's disability, in accordance with the Americans with Disabilities Act (ADA), as long as it does not cause undue hardship to OWASP.
- If you require an accommodation in order to perform the essential functions of your job, you should contact your manager or an officer of the Board and request such an accommodation, and specify what essential job function your accommodation will allow you to perform. OWASP will work with you to identify possible accommodations and consider any accommodations that you request with supporting information and will act as is deemed appropriate by ADA.

Harassment

- Harassment in any form, whether based on race, color, age, sex, religion, national origin, ancestry, marital status, family status, political belief, sexual orientation, disability, medical condition or any other legally protected characteristics, will not be tolerated and can lead to disciplinary action, up to and including discharge. Our employees are hired, promoted and retained based solely on their abilities and business needs of the organization. We believe that our workplace should maintain an atmosphere attractive to all and conducive for all employees to carry out their duties without being subjected to morally offensive behavior. Therefore, it is the policy of OWASP that no employees shall conduct themselves in a manner that other employees reasonably find offensive.
- Sexual harassment is illegal under federal and state law, and OWASP condemns and prohibits sexual harassment of any employee, customer, or client. Sexual harassment includes, but is not limited to: verbal harassment (e.g., epithets, derogatory jokes, slurs); physical harassment (e.g., assault, unwanted touching, blocking normal movement); visual harassment (e.g., derogatory and/or racially/sexually-oriented posters, photography, cartoons, drawings, gestures, or electronic communication); and unwelcome sexual advances. Unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature constitute sexual harassment when:
 - Submission to the conduct is made either an explicit or implicit condition of employment;
 - Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee;
 - The conduct substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment; or
 - Submission to or rejection of the conduct is used as the basis for doing business with OWASP.
- Any employee or applicant who feels he or she has been harassed, or has witnessed sexual harassment of an employee, or participant of OWASP should promptly report such incidents to their manager, or an Officer of OWASP immediately, without fear of reprisal. Any employee who feels that he or she is a victim of harassment, or observes harassment of another employee should immediately report the matter to their manager, or an Officer of OWASP, providing the following details:
 - Date(s), time(s) and location(s) that the incident(s) took place.
 - Description of each incident: Was any physical contact made? What was said and/or done, etc.
 - Name(s) of anyone present during each incident.
 - Name(s) of anyone with whom you have discussed the incident(s).
- Prompt investigation and final resolution of any violations of this policy will be made with discretion and in the same manner as any other breach of OWASP policy.
- In order to protect the rights of all employees as well as the business interests of OWASP, we

intend to thoroughly investigate all claims of harassment, violence, gross misconduct or any other matter brought to our attention that might interfere with a safe, harmonious, and/or harassment free workplace.

In order to effectively implement this policy, OWASP must make it a condition of employment that all employees fully cooperate with any investigation conducted by OWASP. Rest assured that at all times employee privacy will be considered and investigation information will be handled as confidentially as possible. Failure to cooperate with an investigation can result in a disciplinary action.

Drug-Free Workplace Policy

It is the purpose of The OWASP Foundation to help provide a safe and drug-free work environment for our members, participants, and our employees. With this goal in mind, we are establishing the following policy for existing and future employees of The OWASP Foundation.

The Company explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, or prescription medication without a prescription on Company or customer premises or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the Company or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Company or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the company or its customers, or while on company business. "Prohibited substances" include illegal drugs, or prescription drugs not taken in accordance with a prescription given to the employee.

The Company reserves right to conduct drug testing under any of the following circumstances:

- **RANDOM TESTING:** Employees may be selected at random for drug testing at any interval determined by the Company.
- **FOR CAUSE TESTING:** The Company may ask an employee to submit to a drug test at any time it feels that the employee may be under the influence of drugs including, but not limited to, the following circumstances: evidence of drugs on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs, negative performance patterns, or excessive and unexplained absenteeism or tardiness.

If an employee is tested for drugs outside of the employment context and the results indicate a violation of this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

OWASP Dress Code

OWASP's objective in establishing a business casual dress code is to allow our employees to work comfortably in the workplace. Yet, we still need our employees and subcontractors to project a professional

image. Business casual dress typically excludes shorts and clothing with images or text on them (except for professional logos).

Benefits

Our Benefits Philosophy

- OWASP understands that benefits are an important part of your total compensation package.
- OWASP currently provides the following benefits to all of its full-time employees.
- Should any of the information provided in these policies conflict in any way with an individual contract, the executed contract shall be the final authority. The following is a presentation of your Company benefits.

Holidays

- The following ten paid holidays are observed by OWASP:
 - New Year's Day (Jan 1)
 - Presidents' Day
 - Memorial Day
 - Independence Day (July 4)
 - Labor Day
 - Thanksgiving Day and the Friday after
 - Christmas Eve and Christmas Day
 - New Years Eve (Dec 31)
- Holidays occurring on a weekend are normally observed on the Friday preceding a Saturday holiday or on the Monday following a Sunday holiday. A holiday day occurring during your vacation will be counted as a holiday.
- All Regular, full time Employees are eligible for Holiday pay even though no work is performed on the above-mentioned Holidays. If you are eligible, you will be paid for such Holidays on the basis of your regularly scheduled hours worked per week.
- OWASP will make reasonable accommodations to allow you time off to observe other religious holidays not already observed by OWASP. Subject to your supervisor's approval, you may flex any of the holidays to different days, or use your vacation time (see below) to observe alternate holidays.
- Should an employee choose to work on an OWASP holiday; the holiday can then be banked for future use. Banked holidays must be used in full day increments (no partial days) and must be used within 60 days. Unused banked holidays will be forfeited if unused.

Vacation

- Employees eligible for vacation time are encouraged to use their vacation time for rest and relaxation. All full-time and part-time employees working greater than 24 hours per week are eligible for vacation allowances. Vacation grant amounts are contingent on your length of continuous service with the Company. Vacation is accrued by each employee on a per pay period basis. New employees hired during the calendar year will begin accrual as of the hire date.
- Regular Full-time Employees. During the first five years of continuous employment, full-time regular employees will accrue fifteen (15) days of vacation leave for each full calendar year. After five years of continuous employment, full-time regular employees will accrue twenty (20) days of vacation leave per year. After ten years of continuous employment, full-time regular employees will accrue twenty-five (25) days of vacation leave per year.

- Part-Time Employees. Regular part time employees that are granted sick and vacation leave as a benefit will accrue vacation at the equivalent prorated rate for full-time employees.
- You will not be permitted to accumulate more than 30 days (240 hours) at any given time. If your vacation balance reaches 240 hours, vacation accrual will cease until you use vacation time and the balance is reduced below 240 hours. Once the accrued vacation level has been reduced below 240 hours, accrual will resume at the appropriate rate in the next full pay period. Vacation hours will not be made up for pay periods that you were not allowed to accrue vacation hours because the 240-hour cap was applied.
- If your employment terminates, you will be paid for any outstanding accrued or grandfathered vacation balance. If you terminate during the calendar year, you will be paid out a pro-rated amount of unused vacation time based on the termination date. If at the time of termination you have used more vacation time than allowed, the company will recoup any overpayment from your final paycheck.
- Request for vacation schedule changes should be made as early as possible, preferably at least two weeks in advance of the scheduled vacation. Vacation leave may be used by employees, subject to prior supervisory approval. Whenever possible, the Company will attempt to schedule vacation at your convenience. However, if it becomes necessary for the Company to assign a special vacation period for you, the Company will make every available effort to select a mutually agreeable vacation schedule.
- In emergency situations you may be asked to forego a scheduled vacation. In such situations, you will be permitted to carry over vacation in excess of the amount usually permitted, with advanced approval.

Sick Leave

- Sick leave is granted for conditions such as personal illness, injury, and exposure to contagious diseases that may endanger the health of other employees. Sick leave may also be used for your scheduled medical/dental appointments, or where you must take time off from work to participate in (by driving or otherwise) your dependents' medical/dental appointments or illnesses. For purposes of this policy, dependents are defined as members of your immediate family, i.e., spouse, child, parent, or parent-in-law, and is not to be used for any purpose other than those stated above.
- Regular Full-time Employees. Regular employees will accrue ten (10) days of sick leave for each full calendar year.
- Part-Time Employees. Regular part time employees that are granted sick and vacation leave as a benefit will accrue sick leave at the equivalent prorated rate for full-time employees.
- Sick leave is granted to you up front on the first day of the calendar year. New hires will receive a pro-rated amount of sick days on the first day of employment.
- At the Company's discretion, a doctor's certificate or other verification may be required in order for you to receive sick leave pay.
- As a reward to those full-time employees who minimize the use of their sick leave, each full-time employee will be paid \$100 for each full day (8 hours) of unused sick leave they have left at the end of each calendar year. All full-time employees will then start the year with a fresh set of ten available sick days. This sick leave incentive bonus will be paid out to full-time employees during each December's payroll.
- Procedure: Should you need to use sick time, contact your immediate supervisor and the receptionist, at or before your regularly scheduled work hours to let them know you are taking sick time and when you expect to return to your normal duties.

Bereavement Leave

- You are eligible to receive **bereavement** days to help you through the difficult period after the loss of a close relative.
- Eligibility - Upon the death of a relative, you will, upon proper notification to your supervisor, receive up to three (3) days off with pay to be counted as sick days. Vacation may also be taken in addition to these days upon approval of management. Relatives include:
 - Parents
 - Grandparents
 - Siblings
 - Grandchildren
 - Spouse
 - In-Laws (Father, Mother, Sister, Brother, Daughter, Son)
 - Children
 - Spouse Equivalent

You may receive up to one (1) day off with pay, counted as a sick day, to attend the funeral of a relative who is not listed above.

Unpaid Leave

- OWASP will consider requests for unpaid leaves of absence for family medical and other reasons. The Executive Director must approve all such requests. You will be required to use paid time off before unpaid leave will be granted. A medical statement should accompany requests for unpaid leave based on a medical condition.

Jury Duty

- OWASP recognizes the civic responsibility of employees to serve on jury duty and makes provision for eligible employees to perform such duty without loss of pay.
- Full time employees may request up to one week of paid jury duty leave over any two-year period. Part time employees may request up to one week of their regular work hours of paid jury leave over any two year period.
- **PROCEDURE:**
 - If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off (for example, vacation or sick time) or may request an unpaid personal leave of absence during that period.
 - Employees must show the jury duty summons to their manager as soon as possible so that arrangements to accommodate the absence may be made. Of course, employees are expected to report for work whenever the court schedule permits.
 - OWASP or the employee may request an excuse from jury duty if, in OWASP's judgment, the employee's absence would create serious operational difficulties.
 - Vacation, sick leave, and holiday benefits, will continue to accrue during paid jury duty leave.
 - The employee must reimburse OWASP for any stipend received for paid jury duty leave. The employee may retain any expense reimbursements from the court.
- When an employee is subpoenaed or requested to testify as a witness in a case related to the staff member's employment at OWASP, he/she will be compensated for that time away from work
- Employees who appear in court on their own behalf, or who are subpoenaed for matters unrelated to the staff member's employment at OWASP, must use vacation, holiday or personal leave time.

Eligibility for Benefits for Part-Time Employees

- The eligibility of a part-time employee to receive and participate in Company benefits is specified in their offer letter.

Workers' Compensation

- It is important that all injuries, no matter how slight, be reported to your manager immediately.
- If you should become injured on the job, Workers' Compensation Insurance will generally pay any related medical expenses including temporary disability payment should you miss time from work.
- OWASP will not be liable for the payment of Worker's Compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social or athletic activity that is not part of the your work-related duties.
- If you are returning to work after being treated by a physician for a work-related injury, you must furnish your manager with a statement from your doctor showing his/her diagnosis and your ability to perform the duties of your job. You may be required to take a physical examination before returning to work.

Unemployment Insurance

- OWASP pays all state Unemployment Insurance premiums for you while you are an employee. If you qualify, this insurance will pay a portion of your wages for a period of time if you become unemployed and are actively looking for work.

Acknowledgement of Employee Handbook

After you have read the handbook, please sign this page and return it to your manager.

- I acknowledge receipt of OWASP's employee handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I agree to do so and to conform to the Company's rules and regulations and the policies and provisions of this handbook.
- I understand that unless there is a specific written contract between me and the Company providing otherwise my employment is on an at-will basis (that is, my employment may be terminated at any time, either by me or the Company, with or without cause and with or without prior notice.)
- I further understand that any and all policies or practices of the Company, including those summarized in the handbook, may be changed at any time, with or without advance notice to me.

Date: _____

Signature _____ (Employee)

Printed Name _____ (Employee)