

Flexible Working Arrangements Policy

INTRODUCTION

1. UNAIDS strives for a workplace where staff and managers deliver concrete, high-quality results while maintaining a healthy work-life balance. Staff members who maintain such a balance are more productive, more satisfied, and therefore more committed to their work.
2. Achieving this kind of work environment requires a results-based management approach, with measurable goals, clear communication and on-going feedback. It also requires a willingness to leverage new technologies that afford staff the flexibility to work at a time and location that is most conducive to getting the job done.
3. Flexible working arrangements also contribute to our strategic goal of being an employer of choice, by offering a working environment that will help attract and retain the best talent available.
4. UNAIDS' [Flexible Working Arrangement Policy](#) sets out the parameters whereby staff and supervisors can agree on the most efficient and effective ways of optimizing productivity, while enabling staff to successfully balance professional and private commitments. The policy is complemented by detailed guidelines on the three types of arrangements available within the Secretariat: [Flexible Working Hours](#), [Compressed Working Schedule](#), and [Flexible Place of Work/Teleworking](#).
5. The Flexible Working Arrangements Policy is intended for individual staff members. Office-wide arrangements, although possible, are not dealt with in this policy.
6. This policy and its guidelines cancel and supersede all previous policies and information notes on this subject.

DEFINITIONS

7. In order to clearly define the scope of this policy and its interpretation the following definitions are provided:
8. [Flexible working arrangements](#) are management tools that are meant to help staff meet their work commitments while maintaining a healthy balance with private commitments.
9. [Office opening hours](#) correspond to the time period during which offices are accessible to staff members. They may vary depending on the customs of the country in which the office is located, on security parameters or on the need to serve and be accessible by clients working in different time zones. In Headquarters, office opening hours are from 07h00 to 19h00.
10. [Working days](#) correspond to the days of the week during which the office normally operates. In Headquarters, working days are from Monday to Friday.
11. Unless otherwise indicated within the local salary scale, the normal [workday](#) for full-time staff shall be eight hours and the normal [workweek](#) shall be forty hours. The days of the week and the working hours that constitute the normal workweek shall be designated as the needs of the organization require.
12. Working hours do not include [lunch break](#) and lunch break is not optional. A minimum of thirty minutes lunch break must be taken.

FLEXIBILITY
IN HOURS
AND
PLACE
OF WORK

13. Flexible working arrangements (FWAs) can be grouped under two main categories: those that deal with hours of work (e.g. flexible working hours, compressed working schedule) and those that deal with place of work (teleworking). Staff may consider only one or a combination of all such arrangements.

Flexibility in hours of work

14. Notwithstanding the amount of hours that are to be worked each week, some flexibility can be considered with regard to:
- a. the start and end times of the workday, and
 - b. the number of days to be worked.

Flexible working hours is an arrangement allowing staff to adjust the start and end times of the workday in consultation with their supervisor. Additionally, staff can vary the number of hours worked per day, provided that they complete the number of working hours per week as required at their duty station during office opening hours.

15. There can be occasions when, within the limit of office opening hours, staff are required - or may choose - to work longer hours to attend to an urgent request or finalize a given task. There can be days when family, dependent care, medical or other reasons of similar nature, may require that staff work less hours. Flexible working hours are intended to respond to this type of requirements and to allow staff to organize their working time around their office and personal needs.

Compressed working schedule is an arrangement allowing staff to increase the number of hours worked per day in order to gain free time on designated days.

16. A compressed working schedule is accomplished by extending the working hours during nine days so as to cover those that would have been worked during the tenth day. With this redistribution of working hours, staff are allowed to take one day off every other week.

Flexible place of work

Teleworking, also referred to as e-working or telecommuting, is a flexible working arrangement which allows staff to work from a location outside their assigned office premises.

17. Although the functions and responsibilities of some positions (and/or the operational requirements of some duty stations) do not lend themselves to teleworking, the functions and responsibilities of other positions can be performed outside of the assigned office premises on an occasional or regular basis, for limited or longer periods of time.
18. For example, a staff member may request to work from home for a day because of a public transport strike (occasional teleworking). Or, a staff member may request to work from home one day per week to reduce the impact of long commute to the office (regular teleworking).
19. There may be cases where FWAs as they are outlined in this policy and guidelines are insufficient to accommodate specific professional or personal commitments. In these cases, staff members and/or their supervisors should seek guidance from their designated focal point in Staff Services, Department of Human Resources Management (STS/HRM), to see whether any alternative arrangements can be considered. **No other flexible working arrangements should therefore be put in**

	<p>place without prior approval from STS/HRM.</p>
<p>GUIDING PRINCIPLES</p>	<p>20. The general principles underlying all Flexible Working Arrangements are the following:</p> <ul style="list-style-type: none"> a. the interests of the Secretariat are paramount in considering the feasibility of any FWA. Factors such as operational requirements and security requirements shall be taken into consideration by supervisors in assessing the interests of the Secretariat in relation to requests for FWAs; b. FWAs are voluntary and reflect a mutual agreement of a staff member and his/her supervisor. They must be requested by a staff member, approved and monitored by supervisors; c. FWAs are not an entitlement or right: no staff member is entitled to or automatically granted a flexible working arrangement and no staff member can be obliged to adopt any such arrangement; d. FWAs are job-specific: they must be compatible with the position, functions and responsibilities of the staff member and the operational requirements of the office. The nature of a staff member's work and the operational requirements of the office are key factors in deciding whether or not a specific arrangement can be approved and implemented. Not all positions are suitable for flexibility (e.g. positions with extensive supervisory responsibilities and/or those with in-person support responsibilities). Similarly, not all duty stations can accommodate FWAs without compromising operational requirements; e. FWAs are time-limited and do not constitute a condition of service or term of employment. They represent a temporary arrangement that is subject to review, alteration and/or termination at any time by either party. Refusal to approve a request, or alteration or discontinuation of flexible working arrangements do not constitute an administrative action or decision affecting a staff member's appointment status and are not subject to appeal under Staff Rule 1230.1; f. FWAs are cost-neutral for UNAIDS.
<p>ELIGIBILITY</p>	<p>21. Flexible Working Arrangements may apply to both internationally and locally-recruited staff members who hold temporary or fixed-term appointments, employed on either a full-time or part-time basis, regardless of their duty station, with two exceptions:</p> <ul style="list-style-type: none"> a. regular teleworking would not normally apply to new fixed-term staff during their first twelve months of service at UNAIDS (e.g. probationary period); b. a compressed working schedule cannot apply to part-time staff whose working schedule, once agreed upon with their supervisor, must be fixed and reflected in the Enterprise Resource Planning system (ERP).
<p>ROLE OF SUPERVISORS</p>	<p>22. Supervisors are encouraged to favourably consider requests for flexible working arrangements whenever possible, recognizing that not all positions and situations lend themselves to flexible working arrangements.</p> <p>23. When a staff member's function does not lend itself to a requested flexible working arrangement, supervisors are encouraged to consider alternatives, with the advice of STS/HRM, to support staff in maintaining a healthy work-life balance.</p>

	<p>24. Reasons for not granting a flexible working arrangement should be based on operational requirements or, in the case of teleworking, on the staff member not meeting the eligibility criteria (see guidelines on teleworking, paragraph 10). If the staff member is not satisfied with the supervisor's decision, recourse should be sought from the second-level supervisor and, subsequently, the Director.</p> <p>25. Before responding to a request for flexible working arrangements, supervisors must consult with other staff members within the unit who would be impacted by the regular absence of a colleague from the office premises in connection with a compressed working schedule or a teleworking arrangement, with the aim of ensuring that the workload of the entire team is fairly distributed.</p> <p>26. Following discussion with the requesting staff member and the other team members, as may be necessary, supervisors are accountable for a timely review and response to each request.</p>
<p>EXIGENCIES OF SERVICE</p>	<p>27. Regardless of the flexible working arrangement implemented, staff must be accessible and available to participate in meetings and other activities as may be requested or necessary to address the exigencies of service. This may be by remote connection (e.g. telephone, email, Skype) or by coming to or staying in the office when they would otherwise not have been present.</p> <p>28. Based on this principle, on the fact that working hours are to be agreed in conjunction with the supervisor, and that the number of working hours per week as required at the duty station needs to be performed during office opening hours, staff will be present during most of what used to be referred to as <i>core hours</i>. The <i>core hours</i> restriction is therefore no longer applicable¹.</p>
<p>OVERTIME AND COMPENSATORY LEAVE</p>	<p>29. Flexible working arrangements are not intended to reduce or increase the number of hours worked, but to allow the work schedule to be restructured or changed so that work can be performed at the time that is mutually convenient to the staff member and the organization.</p> <p>30. Should the need arise for staff to work in excess of the number of working hours per week as required at their duty station, supervisors should consider provisions for overtime or compensatory leave.</p> <p>31. For details on overtime and compensatory leave, please see eManual III.6.7.</p>
<p>MONITORING</p>	<p>32. FWAs should be regularly monitored within the office, and be reviewed whenever there is a change in supervisor. Supervisors are responsible for ensuring that staff members respect the number of working hours per week as required at their duty station.</p> <p>33. The implementation of compressed working schedules and teleworking arrangements must be reported to STS/HRM, as indicated in the relevant guidelines.</p> <p>34. STS/HRM will monitor requests received to ensure that they are in line with the requirements, principles and procedures of this policy and guidelines.</p>

¹ With a workweek of 40 hours and office opening hours from 07h00 to 19h00, if a staff starts working at 07H00 (not the standard arrival time), has to work 8 hours and have a min. of 30 min. lunch break, s/he will leave the office at 15h30 at the earliest. If s/he starts at 08h00, s/he will leave at 16h30, therefore covering the period that used to correspond to core hours.

Guidelines on Flexible Working Hours

<p>FLEXIBLE WORKING HOURS</p>	<ol style="list-style-type: none"> 1. Under this arrangement, staff work the required number of hours each week, but they are allowed to vary the number of hours worked among different week days. This is meant to give staff greater flexibility in managing their working hours and not as a leave accrual mechanism or to compensate for increased workload. 2. Depending on the duty station, working days and office opening hours may change. Within the limit of working days and office opening hours, the flexible working hours arrangement requires that staff work each week the full number of working hours as required at their duty station , but allows them to choose their time of arrival in and departure from the office, and to vary the number of hours worked among different working days. 3. Using as an example a staff member working full time in Headquarters, s/he would have the option to arrive in the office at 08h00, take thirty minutes for lunch and leave the office at 16h30, or work 8 hours/day for three days, 9 hours on the fourth day and 7 hours on the fifth. 4. No starting time earlier or ending time later than the office opening hours should be recorded.
<p>DEBIT HOURS AND UNCERTIFIED SICK LEAVE</p>	<ol style="list-style-type: none"> 5. Staff members may accumulate debit hours over a given period for absence linked to medical, dental and other appointments of similar nature (e.g. for family/child-care reasons). These hours can be made up during the following week(s). However, when, at the end of any week, the debit hours accumulated amount to half a working day, they must be charged to uncertified sick leave and recorded in the ERP.
<p>TIME RECORDING</p>	<ol style="list-style-type: none"> 6. All staff members opting for the flexible working hours arrangement must record their hours worked by filling in the Time Record sheet (see forms UNAIDS/FWH/1 or UNAIDS/FWH/2 attached). 7. Time Record sheets do not need to be countersigned by supervisors. However, staff must keep completed time record sheets for at least six months and be ready to provide them to their supervisor, leave administrator or administrative assistant upon request. 8. Failure to comply with these requests may result in immediate termination of the flexible working hours' arrangement and in disciplinary proceedings.

Guidelines on Compressed Working Schedule

THE COMPRESSED WORKING SCHEDULE	<ol style="list-style-type: none"> 1. The compressed working schedule arrangement is suited for staff who are interested in fixed and predictable days off once every two weeks (e.g. every other Friday). 2. This arrangement, also called the 10 in 9 formula, allows staff to compress ten working days into nine. By redistributing their working hours in a period of two weeks ("reference period"), staff are allowed to take one day off (designated day off) every other week. 3. This arrangement does not apply to part-time staff whose working schedule, once agreed upon with their supervisor, is also reflected in the ERP.
CONDITIONS	<ol style="list-style-type: none"> 4. Designated days off under the compressed working schedule must be fixed in advance and cannot be carried forward, accumulated or credited to annual leave or other kinds of leave. 5. In case of unforeseen events or emergencies, supervisors may require staff to work on their designated day off. The staff member can compensate on any other day of the two following weeks, to be agreed with the supervisor. 6. If a staff member is sick on the date of his/her designated day off, the latter will be still considered as part of the compressed working schedule and the sick leave will not be recorded. 7. When a UNAIDS official holiday falls on the designated day off, an alternative day off may be granted on the working day before or after. 8. When one UNAIDS official holiday falls within the reference period or staff members are on duty travel, sick leave or annual leave for no more than one day in the reference period, they have the option to either suspend the arrangement and revert to their regular working schedule during that reference period or work on a "9 in 8" basis (i.e. work 9 hours, lunch break excluded, for 8 days and take the 9th day off). 9. When more than one UNAIDS official holiday falls within the reference period or staff members are on duty travel, sick leave or annual leave for more than one day in the reference period, the compressed working schedule is suspended and staff members revert to their regular working schedule.
APPROVAL PROCESS	<ol style="list-style-type: none"> 10. Staff request approval from their supervisor by completing Part I of the Compressed Working Schedule Request (form UNAIDS/CWS/2, attached). 11. Decisions must be recorded using Part II of the Compressed Working Schedule Request. The start and end date of the compressed working schedule arrangement must be indicated. 12. Copies of approved and signed requests must be provided to the designated focal point in STS/HRM for filing in the individual personnel files.

Guidelines on Flexible Place of Work - Teleworking

<p>TYPES OF TELEWORKING</p>	<ol style="list-style-type: none"> 1. There are two types of teleworking arrangements, occasional and regular. 2. An occasional teleworking arrangement is one that involves working outside the office premises for limited periods, for a few hours or for a few days, during and/or outside regular office opening hours. This type of arrangement may apply to tasks involving uninterrupted concentration, contributors from different time-zones or unpredictable situations (e.g. transportation and/or weather-related difficulties; public health or security threats/emergencies) where staff propose to telework pending resolution of the situation. 3. A regular teleworking arrangement is one that is predictable and involves working outside the office on an on-going and recurrent schedule for a minimum of four hours per week.
<p>GENERAL CONDITIONS AND PREREQUISITES</p>	<ol style="list-style-type: none"> 4. Unless expressly stated otherwise, staff members authorized to telework will remain subject to the Staff Regulations and Staff Rules of the World Health Organization (WHO), adjusted, as necessary, to take into account special needs of UNAIDS, and any subsequent amendments, and to human resources and administrative policies and procedures as if they were working at the office premises of their official duty station. 5. Teleworking arrangements outside the country of the duty station should be limited to a non-renewable, maximum consecutive period of 30 days and cannot be granted without prior approval by UNAIDS Safety and Security Officer and clearance by STS/HRM. 6. Staff members authorized to telework will be considered present for attendance purposes and employment conditions will remain unvaried and based on provisions applicable for the duty station to which the teleworking staff member is assigned. 7. Continuity of service will not be broken during periods of teleworking and service credits² shall continue to accrue for purposes of all entitlements. 8. Teleworking does not replace sick leave nor can staff on sick leave telework. However, upon written recommendation by the WHO Health and Medical Services (HMS), the Department of Human Resources Management may exceptionally authorize teleworking in cases where partial fitness for work is certified by a medical doctor or the medical conditions of the staff member could benefit from this arrangement. Staff may, for example, be authorized to telework on a 50 per cent basis, when they are on 50 per cent sick leave. 9. Teleworking is not a substitute for dependent/family care. Although work schedules may be modified to accommodate dependent/family care needs (e.g. teleworking in the evening while another person is present to provide care), the focus of the teleworking arrangement must remain on meeting operational needs and work requirements. 10. Before entering into a Teleworking Agreement (Annex 1), a number of criteria must be satisfied that may limit access to regular teleworking arrangements for

² Unit of qualifying service based on which certain entitlements (e.g. annual leave, home leave, repatriation grant, etc.) are calculated.

	<p>certain categories of staff and types of work. Staff members are eligible to be considered for telework if:</p> <ol style="list-style-type: none"> a. they have demonstrated the ability to work efficiently with minimal supervision, and to manage their time and priorities; b. they have consistently demonstrated fully satisfactory levels of performance; c. their position involves tasks that can be performed away from the office (e.g. editing, translating, research, drafting of reports, etc.); d. their job does not require daily face-to-face interactions with colleagues and/or the public; e. their work is not reliant on information, materials or facilities that are not readily accessible from the teleworkplace or that may not be removed from UNAIDS premises; f. their outputs can be assessed: work performed outside of the office must either be measurable through quantifiable tasks or, when this is not possible, its nature, objectives and deadlines must be clearly established in advance; g. they have a designated space and equipment at the teleworkplace which guarantees the efficient completion of tasks; h. there is no negative impact on the productivity or morale of the staff member's team; i. security clearance, where necessary/applicable, has been obtained (see paragraph 5 above).
COMMUNICATION	<ol style="list-style-type: none"> 11. Teleworking staff and supervisors are expected to determine how communication with the office will be handled during teleworking. Should teleworking schedules differ from their office's regular opening hours, staff must make themselves available and reachable, within reason, during alternate hours as agreed. 12. A trial period may be implemented to ensure that supervisors and colleagues are comfortable with communication routines and to avoid misunderstandings that could compromise the success of this arrangement.
DURATION	<ol style="list-style-type: none"> 13. The duration of teleworking must be specified in the Teleworking Agreement signed by the staff member and approved by the supervisor. 14. Teleworking outside the country of the official duty station can be requested for a non-renewable and maximum consecutive period of 30 days. 15. Teleworking within the country of the official duty station³ can be requested for a period up to twelve months at a time provided that it does not exceed the duration of the staff member's appointment. 16. A Teleworking Agreement within the country of the official duty station may be renewed under the same conditions and provided that: <ol style="list-style-type: none"> a. the prerequisites, as outlined in paragraphs 10 and 15 above, are still met; b. the outcome of the completed teleworking arrangement is positive; and

³ For staff assigned to Headquarters and resident in France, teleworking from neighbouring France is to be considered as within the country of the official duty station.

<p>THE TELEWORKING AGREEMENT</p>	<p>c. the supervisor agrees.</p> <p>17. If the prerequisites are met, requests for teleworking are submitted as follows:</p> <ul style="list-style-type: none"> a. requests for occasional teleworking do not need to be formalized by means of a detailed written agreement. However, except when linked to unpredictable situations, they must be discussed and agreed upon in advance with the staff member's supervisor; b. requests for regular teleworking must be formalized by means of a "Teleworking Agreement" (Annex 1). <p>18. The Teleworking Agreement indicates the work schedule agreed with the supervisor: half days/days when staff will be working in the office premises, if any, or at the teleworkplace; the hours during which staff can be reached by their supervisor/colleagues; the timing of planned visits to the office, etc.</p> <p>19. Changes to the Teleworking Agreement by the staff member must be agreed to in advance with the supervisor and reported to STS/HRM.</p> <p>20. Bearing in mind that, "In principle, the whole time of staff members shall be at the disposal of the Executive-Director." (Staff Regulation 1.2) and such other staff as the supervisor might designate, by signing a Teleworking Agreement, staff members:</p> <ul style="list-style-type: none"> a. agree to maintain contact with their office as specified in the Teleworking Agreement; b. agree that they may be required to work during agreed-upon hours and must be accessible by telephone, email or other electronic means during these hours; c. agree to devote to their work the number of working hours per week as required at their duty station and by their personal terms of assignment (e.g. full-time or part-time); d. agree to maintain a time sheet (Time Record sheet – UNAIDS/FWH/1) and to submit attendance records (hours worked at the office and/or the teleworkplace) to their supervisor on a regular basis as agreed, particularly if the staff member adopts flexible working hours; e. agree that weekends and official holidays be observed in the same way as if they were working on their office premises; f. recognize and accept the need for unplanned visits to the office in addition to, or instead of, those originally planned in the Teleworking Agreement. This provision is not applicable to staff who, in accordance with paragraph 5 above, telework outside the country of their duty station; g. accept that there may be some periods when the exigencies of service require that they spend more time on the office premises within their official duty station than that stipulated in the Teleworking Agreement. <p>21. In addition to the above, staff members teleworking on a regular and full-time basis agree that they may be required to vacate their dedicated office space in the premises. In such cases, when they return to the office, their unit will provide an appropriate workspace for the period required.</p> <p>22. By signing a Teleworking Agreement, supervisors:</p>
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	<ul style="list-style-type: none"> a. understand that they must inform the staff member's team and, as necessary, other UNAIDS staff concerned, of the teleworking arrangement; b. have the right to require that some hours are fixed during which staff must be accessible by telephone, Skype and/or email; c. have the right to request that teleworking staff submit a Time Record sheet.
<p>APPROVAL PROCESS</p>	<ul style="list-style-type: none"> 23. The responsibility of determining which positions and which staff members are suitable for teleworking lies with supervisors who must evaluate whether or not the functions of the position can be performed effectively and operational requirements can be maintained. In other words, supervisors must be satisfied that productivity and quality of work will be ensured with no adverse impact on operational needs. 24. Once signed by both the staff member and the supervisor, the original signed Teleworking Agreement shall be provided to the designated focal point in STS/HRM for clearance. 25. Once cleared, STS/HRM will keep the original in the staff member's personnel file and provide a copy to both the staff member and the supervisor for their records. 26. To allow for the process to be completed in good time, requests for regular teleworking should be sent to the designated focal point in STS/HRM at least two weeks prior to the desired start of the teleworking arrangement. 27. Teleworking is not reflected in the ERP.
<p>INSURANCE COVERAGE THE DISCLAIMER</p>	<ul style="list-style-type: none"> 28. Staff members authorized to telework will continue to be covered by the WHO Staff Health Insurance (SHI) during periods of teleworking, including for work-related accidents and illnesses. 29. However, in addition to the Teleworking Agreement, staff members authorized to telework will be required to sign a Disclaimer (Annex 2) certifying that they have taken due note of the provisions indicated below: <ul style="list-style-type: none"> a. in case of an accident, illness or death that occurs when working from the teleworkplace and which is claimed as attributable to the performance by the staff member of official duties on behalf of UNAIDS, the staff member (or a survivor on behalf of the staff member) will be required to provide adequate evidence of direct causal link between the accident, illness or death and the performance of the staff member's official duties; b. while working from the teleworkplace, an accident, illness or death that takes place during any of the following circumstances will normally not be considered as attributable to the performance of official duties on behalf of UNAIDS: <ul style="list-style-type: none"> i. away from the approved teleworkplace, subject to paragraph ii below; ii. outside the direct commute to/from the teleworkplace and UNAIDS (or any other destination authorized as official travel) for official purposes; iii. outside the working schedule agreed to by the supervisor. 30. Incidents must be reported immediately according to the administrative procedures for reporting accidents in the office premises which are available in the WHO Staff Insurance intranet on Reporting of Accidents

	<p>(http://intranet.who.int/homes/ins/reportingofaccidents/).</p> <p>31. Claims must be supported by evidence that the accident was in fact service-related (i.e. by a detailed medical report and a certification of the conditions of injury as required).</p> <p>32. Staff members will be responsible for seeking prompt medical treatment for any injuries resulting from an accident occurring during the agreed working hours and will be requested to inform the WHO Health and Medical Services (providing details and certification of the conditions of injury or illness) and their supervisor at the earliest possible time.</p> <p>33. The original Disclaimer, signed by the staff member must be attached to the Teleworking Agreement and provided to the designated focal point in STS/HRM for filing in the staff member's personnel file. STS/HRM will send a copy of this document to Coordinator, WHO/INS for information.</p>
TRAVEL	<p>34. Teleworking staff members will bear all costs related to travel between their teleworkplace and their office premises at the official duty station.</p> <p>35. Should teleworking staff be required to travel outside their official duty station for work reasons (i.e. duty travel), UNAIDS liability will be limited to the cost of trip between their official duty station and the destination and staff will be required to cover any additional travel cost.</p>
WORK ENVIRONMENT AND RUNNING COSTS	<p>36. Staff members authorized to telework are responsible for setting up and maintaining an appropriate work environment at their teleworkplace and for acting in a responsible and diligent manner in carrying out their work assignments. An appropriate work environment is a workplace that is safe, secure, conducive to concentration, suitably furnished and supplied with the necessary office tools and equipment.</p> <p>37. Staff members will remain responsible for notifying their supervisor of any changes to the teleworking location.</p> <p>38. UNAIDS will not be responsible for operating costs, set-up or maintenance of the teleworkplace, or any incidental cost associated with the use of staff members' residence as a teleworking location. Consumables (e.g. office supplies) and incremental utility costs including telephone line installation, internet access costs, office furniture, answering machine or voice mail, additional electrical outlets, printing or photocopying etc. associated with the teleworkplace will not be reimbursed by UNAIDS.</p> <p>39. UNAIDS will not be responsible for any tax implications of maintaining a home office area.</p> <p>40. It is advisable that, in the case where staff members designate their home as the teleworkplace, their insurance policies are also reviewed to ensure that the use of their home as an office is covered. However, any increase in home insurance coverage as a result of teleworking remains the responsibility of the staff member.</p> <p>41. Staff Members are responsible for notifying their supervisor about any safety or security concerns at the teleworkplace. Prior to beginning any teleworking arrangement, the staff member will be required to complete a health and safety self-assessment of the teleworkplace (Annex 3).</p> <p>42. Teleworking staff members are required to comply with:</p>

	<p>WHO/IN/14/2010 - WHO Global Policy on Health and Safety at Work</p> <p>In addition, internationally-recruited staff members are responsible to ensure that their teleworkplace complies with the provisions of the established country MORSS (Minimum Operating Residential Security Standards).</p> <p>43. UNAIDS will not be liable for any injuries to third parties resulting directly or indirectly from teleworking.</p> <p>44. UNAIDS will not be liable for material damage, loss or theft of the staff member's personal property while teleworking, even if incurred during the performance of official duties.</p> <p>45. Staff members authorized to telework agree to make the teleworkplace available for inspection by duly authorized representatives, if necessary for information security or safety reasons, accident investigations, insurance-related reasons, and equipment audits during mutually agreed upon times.</p> <p>46. The access of officers from the Office of Internal Oversight Services of the World Health Organization (WHO/IOS) when conducting an investigation or audit does not include access to a teleworking staff member's private residence without the staff member's consent. However, a teleworking staff member is nevertheless required to fully cooperate with IOS in providing timely access to all material that may reveal information relevant to an audit or a duly authorized investigation of possible misconduct upon request by IOS. This may include providing IOS with access to computer files or to hardware, including remote access.</p>
<p>UNAIDS RECORDS, DATA, INFORMATION, EQUIPMENT AND TECHNICAL SUPPORT</p>	<p>47. Teleworking staff members are required to comply with the provisions of WHO eManual XIV.2.1 - Global Information Security Policy.</p> <p>48. Normally, staff members should use their own equipment when teleworking. However, in cases of occasional teleworking, UNAIDS may provide staff with a laptop, if available.</p> <p>49. Teleworking is not sufficient justification for issuance of a UNAIDS mobile phone to the staff member.</p> <p>50. Other household members or persons other than UNAIDS staff are not authorized to use the equipment provided by UNAIDS.</p> <p>51. UNAIDS-owned equipment will be maintained and repaired by UNAIDS at the office site only. Teleworking staff members can obtain standard IT support for UNAIDS equipment and applications in the form of remote support provided by the UNAIDS Global Helpdesk. If in-person support is required by Technology and Innovation (TIN), staff members will need to bring any UNAIDS equipment to UNAIDS premises at their own expense.</p> <p>52. UNAIDS will not upgrade, maintain or support staff-owned computer equipment.</p> <p>53. In addition to the above, staff members:</p> <ol style="list-style-type: none"> a. are responsible for transporting UNAIDS-owned equipment to and from the office premises of their official duty station and for setting it up at the teleworkplace; b. are responsible for protecting their own or UNAIDS-owned electronic equipment from cyber security threats such as viruses and unauthorized access (Annex 3). Failure to comply with this obligation may result in

	<p>termination of the teleworking arrangement and disciplinary proceedings;</p> <ul style="list-style-type: none"> c. are responsible for protecting UNAIDS records and confidential information from damage or unauthorized disclosure. Failure to comply with this obligation may result in termination of the teleworking arrangement and disciplinary proceedings; d. must not perform or permit copying of UNAIDS-owned software and data files (whether purchased or developed in-house by UNAIDS) except for the purpose of backup. Failure to comply with this obligation may result in termination of the teleworking arrangement and disciplinary proceedings; e. must promptly return all UNAIDS-owned equipment, software, paper documents and data upon termination of a teleworking assignment, regardless of the reason of its termination.
<p>MODIFICATION AND TERMINATION OF A TELEWORKING ARRANGEMENT</p>	<ul style="list-style-type: none"> 54. Focal point in STS/HRM must be informed in writing of any changes made to a Teleworking Agreement including in the case where either party intends to terminate such agreement prior to its end date. 55. Unless a shorter period is agreed by both parties, a minimum of one month notice in writing shall be given for terminating a teleworking arrangement in order to allow staff members and their unit sufficient time to prepare for their return to UNAIDS premises, including, if applicable, identification of office space. 56. When a staff member is reassigned and/or there is a change in his/her job profile and/or functions, the Teleworking Agreement shall automatically terminate on the effective date of reassignment or change in functions. A new Teleworking Agreement, if appropriate, will need to be agreed upon with the new supervisor. 57. Supervisors, and/or HRM may terminate a Teleworking Agreement at any time if, in their judgment, the conditions required for teleworking are no longer met. Decision to rescind a teleworking agreement is not subject to appeal. 58. Teleworking may be suspended with immediate effect due to health, security and safety hazards at the teleworking location. 59. Abuse of teleworking will result in the immediate ending of teleworking for the staff member concerned. Nothing in these Guidelines and/or in the Teleworking Agreement precludes UNAIDS from taking any appropriate disciplinary or adverse action against staff members who fail to comply with the provisions of their Teleworking Agreement.