

**[COMPANY]**  
**INFANT-AT-WORK PROGRAM**

# **INFANT-AT-WORK PROGRAM**

## **Template Forms**

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# [COMPANY] INFANT-AT-WORK PROGRAM GUIDELINES

## Policy

It is the policy of [COMPANY] to provide a positive work environment that recognizes parents' responsibilities to their jobs and to their infants by acknowledging that, when an infant is able to stay with a parent, this benefits the family, the employer, and society. The [COMPANY] Infant-at-Work Program encourages new mothers or fathers to return to work sooner by allowing the new parents to bring their infant to work with them until the child [is 180 days old / 240 days old] or begins to crawl, whichever comes first.

## Eligibility

Parents – Full-time and part-time [COMPANY] employees in good standing with the [COMPANY] are eligible to participate in the program, subject to the specific job responsibilities of the parent and subject to ensuring the physical safety of the infant. Employees currently involved in disciplinary action and employees who have not completed their \_\_\_-day orientation/probation period are not eligible to participate. Employees may request a temporary, alternative work assignment if their current assignment is not suitable for participation in the program. [COMPANY] will attempt to accommodate such requests based on business and staffing situations at the time of the request but is not required to meet said requests.

Infants – Infants of part-time and full-time employees [up to the age of 180 days old / 240 days old / until the infant begins to crawl] are eligible for the program, subject to the provisions of these Guidelines.

Alternate Care Providers – Parent must select two other [COMPANY] employees to provide back-up care for the infant. An alternate care provider may not simultaneously participate in the program as a parent bringing his or her baby to work and as an alternate care provider for another parent's child.

## Forms to Complete

The following forms are required for participation in the program:

- Individual Plan, which outlines the specifics of the infant's care plan (Attachment 1)
- Parent Agreement, Consent & Waiver forms (Attachment 2)
- Alternate Care Provider Agreement (Attachment 3)

The parent will submit all completed and signed forms to the human resources manager, who will then schedule the Pre-Program Meeting.

## Pre-Program Meeting

Before any infant is brought into the workplace, a meeting must take place between the parent and the human resources manager. Both parties must review, discuss, and approve the proposed Individual Plan.

## **Requirements for Care Providers**

A parent participating in this program may not leave the building (not even for a short time) without taking the infant with them.

The parent will accept complete responsibility for the safety of the infant. If the parent's duties require that they leave their primary work site, the parent will take the infant with them. An employee may not take the infant anywhere in a [COMPANY] vehicle.

The parent must provide all supplies and equipment needed to care for the infant at the work site and ensure that the area is kept in a clean and sanitary condition. Diapers must be changed only in a designated restroom or in quiet room locations and not in work areas. When an infant accompanies a parent to work, used cloth diapers must be stored in a closed container and taken home daily. Used disposable diapers must be wrapped appropriately and discarded in an appropriate container provided by the parent and placed in an area not used by staff for office or meeting space. All supplies utilized by the parent must be maintained in a manner that is not disruptive to the work of other employees.

Parents must have day care or other arrangements in place by the time their baby [is 180 days old / is 240 days old / begins to crawl].

There may be work circumstances that require a parent's full attention such that it may be necessary for parents to make other arrangements for child care during the utilization of this policy. Parents are expected to work closely with their supervisor and coworkers to ensure that all parties involved are aware of what duties can and cannot be reassigned and parents are expected to make alternate child care arrangements when required to do so.

In order for an infant-at-work program to be effective, all parties need to be sensitive to the needs of others. The employee must maintain acceptable work performance and ensure that the presence of the infant does not create any office disturbances. If problems arise that cannot be resolved, the employee understands that the program may be terminated for that employee.

If a baby is fussy for a prolonged period of time, causing a distraction in the workplace, or preventing the parent from accomplishing required work, the parent shall remove the infant from the workplace. The parent will be charged for time away from work according to leave time provisions of [COMPANY] or may be subject to pay deductions for missed work.

[COMPANY] will identify one or more locations on the premises that employees may use, if they so choose, while breastfeeding or otherwise feeding their infants, as well as a location or locations for changing and disposing of diapers. The location designated for breastfeeding or expressing of milk will be "a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public," in compliance with Sec. 4207 of the Patient Protection and Affordable Care Act.

## **Infant's Location During the Program**

Work Station – Each parent shall make her/his workstation suitable and safe for the new baby and the baby shall be located primarily at that workstation during the work day. [COMPANY] will make every effort to offer a privacy office, if needed, but can not guarantee this if space constraints make it infeasible.

Quiet Room – In the event that an infant becomes noticeably fussy or otherwise causes a distraction in the workplace or prevents the parent from accomplishing work, the parent must immediately take the infant to a sitting room until the infant calms down and is quieter. If the infant does not calm down within 30 minutes while in the sitting room, the parent must remove the infant from [COMPANY] premises.

Other Employees – The infant may be in another employee’s workspace for brief intervals if the arrangement is agreed upon between the parent and the other employee. Consideration must be taken to ensure that the environment is safe for the infant at all times and that other employees are not disturbed.

### **Illness**

A sick infant should not be brought to work. If the infant becomes sick during the day, the infant must be taken home by the parent. The guidelines set forth in *Caring for Our Children: National Health and Safety Performance Standards: Guidelines for Out-of-Home Child Care Programs*, 2nd Edition, 2002, (American Academy of Pediatrics, American Public Health Association, and National Resource Center for Health and Safety in Child Care), Standard 3.065 (Inclusion/Exclusion/Dismissal of Children) the text of which may be located at ([http://nrckids.org/CFOC/HTMLVersion/Chapter\\_3.html#1021303](http://nrckids.org/CFOC/HTMLVersion/Chapter_3.html#1021303)) and Standard 3.068 (Conditions That Do Not Require Exclusion, the text of which may be located at ([http://nrckids.org/CFOC/HTMLVersion/Chapter\\_3.html#1021398](http://nrckids.org/CFOC/HTMLVersion/Chapter_3.html#1021398)) are hereby adopted by [COMPANY] as a means for determining whether a baby is sick.

### **Alternate Care Providers**

The parent shall choose two alternate care providers who will care for the infant if the parent needs to attend a meeting, work with a customer, go to the restroom or other situation in which the parent is unable to effectively care for the infant for a short time. Each care provider will have previously signed an Alternate Care Provider Agreement form (Attachment 3).

If a parent is going to be unable to care for their child at work for a period of less than 1.5 hours within a 4-hour period, the parent shall notify a care provider and place the infant in the provider's care.

If the parent is going to be unable to care for their child at work for a period exceeding 1.5 hours within a 4-hour period, the parent shall make arrangements for the infant's care outside the [COMPANY] premises. An alternate care provider in the workplace shall not be permitted to care for an infant for a period exceeding 1.5 hours within any 4-hour period.

### **Other Personnel Caring for Infant**

[COMPANY] understands that other personnel may ask the parent for permission to care for the infant for brief periods of time. This is acceptable at the discretion of the parent as long as the productivity of other personnel is not substantially reduced. *Only* the designated care providers should be asked by the parent to watch the infant if the parent is unable to care for the infant for a prolonged period of time (not to exceed 1.5 hours within any 4-hour period).

## **Complaints**

All complaints related to this policy must be made directly to the parent's immediate supervisor, department manager, or the human resources manager, by such means as may be provided. All complaints will be kept anonymous to the extent that is possible. The employee, the immediate supervisor, the department manager, and the human resources manager shall have final discretion to decide what should be done to resolve the complaint. (See Termination of Eligibility below.)

## **Termination of Eligibility**

Parents have the right to terminate their individual agreement at any time. [COMPANY] has the right to terminate an individual agreement at any time if a parent's performance declines or if organizational needs are not being met (i.e., complaints and/or disruptions to coworkers cannot be resolved). The employee must maintain acceptable work performance and ensure that the presence of the infant does not create any office disturbances.

This agreement may also be terminated if the parent becomes involved in disciplinary action, if the parent does not comply with the terms and conditions of their Individual Plan, or when complaints have been made that cannot be resolved. Eligibility may also be terminated at the sole discretion of [COMPANY] with written notice to the employee. When eligibility is terminated, the infant must be removed from the workplace. [COMPANY] will accommodate reasonable time needed for the parent to take the baby to an external care arrangement.

## **Other**

The [COMPANY] Infant-at-Work Program is a voluntary option for employees, subject to approval as outlined in these Guidelines, where it is compatible with job requirements.

Other affected employees may request a "baby-free" work environment. Such requests should be made through the employee's immediate supervisor and the human resources department. [COMPANY] will attempt to accommodate such requests based on business and staffing situations at the time of the request, by temporarily relocating the parent or the other employee after discussion with all parties to determine the most effective resolution.

Participation in the [COMPANY] Infant-at-Work Program is a privilege and not a right.

[COMPANY] expressly reserves the right to refuse participation in the Program if the requesting parent's position is deemed unsafe or unsuitable for the presence of a baby due to business reasons. The [COMPANY] reserves the right to terminate participation in the program due to business conditions.

[COMPANY] expressly reserves the right to change or revise this policy. Any changes will be conveyed to affected employees as soon as possible after any change or revision.

ATTACHMENT 1  
**[COMPANY]**  
**INFANT-AT-WORK PROGRAM**  
**INDIVIDUAL PLAN**

**GENERAL INFORMATION**

Name of Parent/Employee: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Name of Infant: \_\_\_\_\_ Infant's Date of Birth: \_\_\_\_\_  
Date Infant Enters Program: \_\_\_\_\_  
Latest Date Infant Will Leave Program: \_\_\_\_  
Days and Times Infant Will be Present in the Workplace: \_\_\_\_\_

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**ALTERNATE CARE PROVIDERS**

The following employees have agreed to be alternate care providers, who will provide care for my infant when I am unavailable (not to exceed 1.5 hours within a 4-hour period).

#1: \_\_\_\_\_ (Name)  
#2: \_\_\_\_\_ (Name)

Note: If you are on flexible hours, your care providers must work the same schedule that you do.

**SPECIFIC INFORMATION**

Include any other specific plan information or requirements in the space below (optional):

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**IN CASE OF EMERGENCY, PLEASE CONTACT:**

Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Work Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Work Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_

I UNDERSTAND THAT THIS PLAN HAS NOT BEEN APPROVED UNTIL I HAVE MET WITH THE HUMAN RESOURCES MANAGER. I UNDERSTAND THAT, IF ANYTHING ABOUT MY PLAN CHANGES, I WILL NEED TO MEET ONCE AGAIN WITH THE HUMAN RESOURCES MANAGER TO DISCUSS THE CHANGES AND TO GET MY NEW PLAN APPROVED.

**Submitted by:**

\_\_\_\_\_  
Signature of Parent/Employee

\_\_\_\_\_  
Date

**Approved by:**

\_\_\_\_\_  
Immediate Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources Manager

\_\_\_\_\_  
Date

**PLEASE ATTACH YOUR SIGNED ALTERNATE CARE PROVIDER AGREEMENTS TO THIS INDIVIDUAL PLAN.**

**ATTACHMENT 2**  
**[COMPANY]**  
**INFANT-AT-WORK PROGRAM**  
**PARENT AGREEMENT, CONSENT & WAIVER**

**AGREEMENT**

By signing this Agreement, I certify that I have read the Infant-at-Work Program Guidelines. I understand and agree to comply with the terms and conditions set forth in the Program Guidelines. I further understand and agree that, in the event I fail to comply with such terms and conditions or otherwise fail to meet any Program criteria currently in the policy or that may be added to the policy and conveyed to me in writing, my Program eligibility may be terminated, requiring me to remove my baby from the workplace within a reasonable period of time.

I acknowledge that [COMPANY] reserves the right to cancel or retire the Program in part or in its entirety at any time, thus requiring me to remove my baby from the workplace within a reasonable period of time. In this event, I understand that [COMPANY] will accommodate a reasonable period of time for me to take my infant to a different care setting.

\_\_\_\_\_  
Signature of Parent

\_\_\_\_\_  
Date

**CONSENT AND WAIVER**

In consideration of [COMPANY]'s permitting me to bring my child to work with me in compliance with the infant-at-work policy, I hereby release, on my own behalf and on behalf of my child, \_\_\_\_\_: (i) [COMPANY]; (ii) any entity affiliated with [COMPANY]; and (iii) any of the current or former owners, officers, directors, agents, representatives, insurers, attorneys, successors, assigns, and current employees, including any alternate care providers, if any, of [COMPANY] and the foregoing entities from any and all claims, liabilities, causes of action and demands of any kind or character, including negligence, whether vicarious, derivative or direct, that I, \_\_\_\_\_, or any of my child's family members, heirs, or assigns now have or may hereafter have or assert against [COMPANY] growing out of, resulting from, or connected with this policy and/or with me bringing my child to work or his/her presence at work with me. This waiver does not preclude legal remedies for injury due to malice or egregious negligence.

\_\_\_\_\_  
Signature of Parent

\_\_\_\_\_  
Date

ATTACHMENT 3

**[COMPANY] INFANT-AT-WORK PROGRAM  
ALTERNATE CARE PROVIDER AGREEMENT**

As a care provider, I understand and agree to the following:

I understand that being a care provider does not relieve me of my responsibilities as an employee of [COMPANY]. By signing this Agreement, I certify that I have read the Infant-at-Work Policy Guidelines. I understand and agree to comply with the terms and conditions set forth in the Policy Guidelines.

When necessary, I will provide care for \_\_\_\_\_ (infant's name) when \_\_\_\_\_ (parent) is unavailable. My care will not exceed 1.5 hours within any 4-hour period.

As a care provider, I know I must work the same hours as the infant's mother or father, so I must have the same work schedule that they have.

I understand that I must obtain my immediate supervisor's, as well as my department manager's, approval to participate in this program.

If the infant becomes disruptive to other employees, I will take the infant to a designated quiet room area.

I understand that the parent may not leave the infant in my care if he/she is going to leave the building.

I understand that there is another designated care provider, \_\_\_\_\_ (name), whom I may contact for assistance.

I understand that no other persons besides the parent, myself, and the other designated provider are responsible for the baby once the baby has been placed in my care. If another employee asks to take the baby, I will first get the parent's approval.

If I should decide that I no longer wish to be a care provider, I will give the parent at least two weeks notice.

**I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS ALTERNATE CARE PROVIDER AGREEMENT.**

\_\_\_\_\_  
Signature of Alternate Care Provider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Department Manager

\_\_\_\_\_  
Date