

31-1 Introduction

As an effort to provide a modern and flexible work environment and maintain the Washington State Department of Transportation (WSDOT) as an employer of choice to recruit and retain employees, WSDOT offers a program allowing parents to bring their infants to work. This would assist with parents maintaining work life balance, promote parent-child bonding, and create more flexibility for a parent to work in lieu of taking leave.

31-2 Policy

The Infant at Work (IAW) Program is established for eligible employees who are new mothers, fathers, or legal guardians of an infant. Research proves that allowing a parent and infant to remain together in this earliest stage of life supports critical bonding, healthy infant brain development, parental wellbeing, and enables exclusive breastfeeding, which improves lifelong health. This policy may allow employees who return to work to bring their infant, supporting a positive work/life balance and honoring their contributions to the department.

Benefits for employees:

- Lower day care costs
- Better financial stability for young families
- Employees feel supported
- Lower stress for parents
- More options for women
- Easier breastfeeding
- Enables working parents to be more involved with their babies

Benefits for WSDOT:

- Employees return to work sooner
- Attractive benefit that can be used for recruitment
- Increased retention / lower turnover costs
- Increased employee loyalty
- Higher morale
- Lower health care costs from increased breastfeeding rates

For represented employees, the collective bargaining agreements (CBAs) supersede specific provisions of agency policies with which they conflict.

31-3 Definitions

Parent: Department of Transportation employees who are new mothers, fathers, or legal guardians to an infant as defined in this policy and who are eligible to participate in the program. Employees currently involved in corrective or disciplinary action may not be eligible.

Infant: Benefit eligible dependents of the department's full-time and part-time permanent employees who are six weeks (43 days) to six months old (180 days).

Alternate Care Provider (ACP): Agency employee who volunteers and signs the Infant at Work Program Care Provider Agreement to provide infrequent care for the infant for up to one hour when the Parent is unavailable. An Alternate Care Provider (ACP) may not simultaneously perform as an ACP and a Parent on the days when they bring their infant to work. ACPs may not be a subordinate employee to the Parent. Employees currently involved in corrective or disciplinary action may not be eligible.

31-4 Employee Eligibility

- Employees who are parents of an infant, age six weeks – six months (or until mobile, e.g., crawling) are eligible to participate in the Infant at Work Program.
- Each parent has supervisor approval and support. This includes no issues with, including but not limited to, position duties, employee performance, workload, and the employee's ability to manage time.
- The parent is required to identify a minimum of two co-workers who are not directly supervised/managed by the participating parent and who have their supervisors' support, to serve as alternate care providers (ACPs).
- The parent and ACP's must maintain a safe working environment while caring for an infant in the workplace. Typically, participation will only be considered for those working in an office setting. Exclusions may include primary functions requiring fieldwork and/or in person contact with the public.
- IAW Workstation Inspection forms are completed. Parent and ACP workstations are required to be conducive to having an infant present as evidenced by a completed and approved IAW Workstation Inspection form. A form must be completed for each parent and ACP workstation. The forms must be completed in coordination with the parent/ACP, parent's/ACP's supervisor and the WSDOT Regional Safety Officer.
- IAW Individual Care Plan form completed. The parent has submitted all and has received all required approvals prior to bringing infant to work. Approval are required from Parent's supervisor, Parent's Appointing Authority, Division Director (If applicable), and Assistant Secretary or Regional Administrator.
- IAW Waiver of Liability form has been completed and signed by parent, which includes a statement that the infant has no current health concerns or medical conditions that would be aggravated by the infant being in a work environment, and an acknowledgement that bringing an infant into a work environment may increase the risk of the infant contracting an illness or medical condition.

- Infant, Parent and Care Provider are strongly encouraged to be vaccinated, as appropriate for age according to the recommendations of the CDC's Advisory Committee on Immunization Practices (ACIP), against the following diseases:
 - Infant:
 - Diphtheria
 - Hepatitis B
 - Pertussis (Whooping Cough)
 - Poliomyelitis
 - Tetanus
 - Parent and Care Provider:
 - Diphtheria
 - Influenza (required annually)
 - Measles (Rubella)
 - Mumps
 - Pertussis (Whooping Cough)
 - Poliomyelitis
 - Rubella (German Measles)
 - Tetanus

Current recommended immunization schedules are published by the US Centers for Disease Control and Prevention and are available at www.cdc.gov/vaccines. Infants should be vaccinated no later than seven (7) days following the ACIP recommended ages for vaccination. In addition to the diseases listed above, the department strongly recommends that infants be vaccinated against all other diseases as recommended by the ACIP.

31-5 Workplace Requirements

- The workstations where the infant will be located must be suitable for an infant, as evidenced by the IAW Workstation Inspection form.
- The infants' primary location will be the parent's workstation unless the designated ACP is providing care.
- The parent is responsible for all equipment and furniture for the infant's need, ensuring that the equipment is not disruptive. WSDOT will not incur additional expenses associated with IAW.
- The parent or ACP is not authorized to travel with an infant while driving or riding in state owned or leased vehicles.
- If the infant becomes sick, is disruptive for a prolonged period of time, causes a distraction in the work place, or prevents the parent from accomplishing work, the parent must take the infant home or to a backup day care provider. The parent must submit leave in accordance with the applicable agency policy or collective bargaining agreement.

- The parent will not bring the infant to work if the infant is ill. The WSDOT adopts the Inclusion and Exclusion Guidelines for Child Care, issued by the American Academy of Pediatrics, as a means for determining whether an infant is sick. See www.healthychildcare.org/inclusionexclusion.html.
- Nursing will be done out of the view of the public and coworkers. Established WSDOT lactation/wellness rooms will be available for nursing.
- Diaper changing will only occur at designated changing stations in the restroom, if available. All used diapers and clothes must be stored in a closed container that traps odors, which will be provided by the parent, who will empty the container and remove any soiled diapers and clothes from the building at the end of each day.
- The parent will provide care for the infant while performing job duties. In coordination with supervisors, the parent and/or ACP may flex their work hours or submit leave to accommodate excessive loss of productivity.

31-6 Alternate Care Provider Requirements

- Individual care plans require the parent to find a minimum of two (2) co-workers to provide alternate care in the event the parent is needed in a meeting, conference call, or other work related matter to which they cannot take the infant. Parents are encouraged to consider whether their work schedule aligns with their ACPs.
- The chosen ACP must receive approval from their supervisor, Appointing Authority, Division Director (if applicable), and Assistant Secretary or Regional Administrator to perform as an ACP. ACPs are volunteers and must have supervisor support/agreement. This includes no conflicts or issues with position duties, employee performance, workload, employee's ability to manage time, or similar issues.
- IAW Alternate Care Provider Agreement form must be completed by each ACP.
- IAW Workstation Inspection form is completed by each ACP, the ACP's supervisor, and the WSDOT Regional Safety Officer, and be attached to the ACP Agreement. The ACP workstation must be conducive to having an infant present as evidenced by a completed and approved IAW Workstation Inspection form.
- Only one (1) active IAW Alternate Care Provider Agreement per ACP will be permitted.
- ACPs who are also participating as an IAW Parent cannot provide care for more than one infant simultaneously.
- An individual ACP may provide alternate care for generally no more than 1 hour per shift. Exceptions to the one-hour limitation can be made if the ACP and their supervisor agree to a longer time period. If the parent needs more time than the ACP can provide they shall utilize their other approved ACP or arrange for care outside of the workplace.
- ACPs will be required to manage their work so it is not negatively impacted by providing occasional alternate care.
- ACPs who are overtime eligible will be required to use leave or make up the time within their designated workweek if they are not able to work due to providing alternate care.

31-7 Complaint Procedure

- Complaints shall be submitted to the parent's supervisor or the complainant's supervisor.
- The complainant's supervisor, upon receiving the complaint, shall:
 - Discuss the complaint with the complainant.
 - Discuss the complaint with the parent's supervisor to determine if adjustments can be made to resolve the complaint.
- The parent's supervisor, upon being notified of a complaint, shall:
 - Discuss the complaint with the complainant or complainant's supervisor, as applicable.
 - Discuss the complaint with the parent to determine if adjustments can be made to resolve the complaint.
 - If adjustments can be made that resolve the complaint, the parent shall document the changes in the IAW Individual Care Plan form and resubmit for approval.
 - If the supervisor is unable to resolve the complaint, the supervisor will forward the complaint to their supervisor (this may be another supervisor, an Appointing Authority, Division Director, or Assistant Secretary depending on how the division is organized).
- The applicable supervisor shall investigate the complaint, which may include talking to the complainant, parent and supervisor.
 - If adjustments can be made that resolve the complaint, the parent shall document the changes in the IAW Individual Care Plan form and resubmit for approval.
 - If the applicable supervisor is unable to resolve the complaint, a summary of the investigatory steps taken will be submitted in writing to the Appointing Authority.
- The Appointing Authority will review all of the pertinent information and make a "final" ruling on the issue/concern.
- Any party in the complaint process is encouraged to contact their assigned HR Consultant for assistance if needed.

31-8 Infant at Work Program and Telework

- Employee (parent) who is in a telework eligible position and who are eligible for the Infant at Work Program may opt to telework with their infant.
- The parent is required to have supervisor approval/support. This includes no issues, including but not limited to, position duties, employee performance, workload, and/or employee's ability to manage time.
- The parent must maintain a safe working environment while caring for an infant while teleworking. Typically, participation will only be considered for those working in an office setting. Exclusions may include primary functions requiring fieldwork or in person contact with the public.
- The parent of the infant must complete the telework agreement and obtain the necessary approvals as required by the telework agreement including the parent's supervisor and Appointing Authority.
- The parent of the infant must complete the Waiver of Liability form.

31-9 IAW Program Termination

- Participation in the IAW program will be terminated if any of the following occurs:
 - The infant reaches 6 months of age or becomes mobile (e.g., crawling).
 - Parent is no longer a WSDOT employee.
 - Parent fails to meet requirements (workload, position duties, performance, etc.).
 - Decision is made to terminate following an investigation of a complaint.
 - WSDOT chooses to terminate the agreement or program without cause.
- The Parent understands and agrees that the arrangement is a benefit that may be terminated if the Appointing Authority determines business and customer service needs are not being met.
- There are no appeal rights for termination of an IAW agreement; WSDOT may terminate the agreement or the program at any time with or without cause.

31-10 Contact for more information

For questions or concerns about this policy, please contact your supervisor or your local Human Resources Office.

31-11 References

- Inclusion and Exclusion Guidelines for Child Care, issued by the American Academy of Pediatrics.
- Parenting in the Workplace Institute

31-12 Appendices

Appendix 31-1	IAW Individual Care Plan form
Appendix 31-2	IAW Workstation Inspection Form
Appendix 31-3	IAW Waiver of Liability Form
Appendix 31-4	IAW Alternate Care Provider Agreement



**Infant at Work
Program Individual Plan**

New Plan Revised

Part 1 - General Information

Employee Name (Parent/Legal Guardian)		Personnel ID#	
Region, Division, and Office		Supervisor Name	
Work Phone	Cell Phone	Building Location	Cubical Location
Personal Email Address			
Baby's Name	Baby's Date of Birth	Baby's Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	Date Baby Begins Program* Date Baby Ends Program*

Please indicate the days and times the baby will be present in the workplace
Week 1

<input type="checkbox"/> Mon.	Start End	<input type="checkbox"/> Tues.	Start End	<input type="checkbox"/> Wed.	Start End	<input type="checkbox"/> Thurs.	Start End	<input type="checkbox"/> Fri.	Start End
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Week 2 (only needs to be completed if working a 9/80 schedule)

<input type="checkbox"/> Mon.	Start End	<input type="checkbox"/> Tues.	Start End	<input type="checkbox"/> Wed.	Start End	<input type="checkbox"/> Thurs.	Start End	<input type="checkbox"/> Fri.	Start End
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*Baby must be at least 6 weeks of age at the start of the Infant at Work Program and 6 months or younger at the end of the program.

Part 2 - Care Providers

The following persons have agreed to be Alternative Care Providers, responsible for providing care for my baby in the workplace, when I become temporarily unavailable to provide care. Provider care is not to exceed 1 hour within a 4 hour period unless approved by the ACP and the ACP's supervisor. Approved Care Provider Agreements must be submitted with this Individual Plan.

Primary Care Provider Name	Division and Office	Work Phone	Cell Phone
Secondary Care Provider Name	Division and Office	Work Phone	Cell Phone

Part 3 - Specific Information

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

Part 4 - Emergency Contracts

Contact Name	Relationship	Primary Phone	Secondary Phone
Contact Name	Relationship	Primary Phone	Secondary Phone

Part 5 - Agreement		
<p>By signing this agreement, I hereby certify that I have read the Infant at Work Program Policy and Procedure. I understand and agree to comply with the terms and conditions set forth in the Policy and Procedure. 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, whether or not such criteria are set forth herein this Policy and Procedure, my Program eligibility may be terminated, requiring me to remove my baby from the workplace.</p> <p>I acknowledge the Washington State Department of Transportation is offering participation in the Infant at Work Program as a courtesy to Department employees who are new mothers, fathers, or legal guardians. Accordingly, I further acknowledge the Department reserves the right to terminate an employee's eligibility, with or without cause, or to cancel or retire the Program in part or in its entirety, with or without cause, requiring me to remove my baby from the workplace immediately.</p> <p>I have discussed this plan with my supervisor. I understand that I can bring my baby to the workplace upon final approval of this plan by the Office of Human Resources. If my plan changes, I agree to complete a revised plan for discussion and approval.</p>		
Employee Signature	Date	
Part 6 - Approval		
Supervisor Signature	Date	<input type="checkbox"/> Approved <input type="checkbox"/> Denied*
Appointing Authority Signature	Date	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Assistant Secretary or Regional Administrator Signature	Date	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
*Reason for Denial		
Part 7 - HR Review		
This request complies with the Infant at Work Program Policy and Procedure	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Approved/Signed Care Provider Agreements and Waiver of Liability forms received	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Human Resource Signature	Date	
Comments		

DOT Form 730-100
Revised 03/2017



**Infant at Work (IAW)
Workstation Inspection**

Employee Name	Inspected Location (building/floor/cubicle)
Supervisor	Workstation Belongs To: <input type="checkbox"/> Parent
Date	<input type="checkbox"/> ACP

1. Employee whose workstation is to be inspected will schedule a 30 minute inspection appointment to include employee, employee's supervisor, and WSDOT Safety Officer.
2. If corrective actions are identified, the employee will consult with their supervisor to determine whether the correction should be addressed by the employee (e.g. excessive papers on desk) or by WSDOT Facilities (e.g. emergency kit provided for desk). The supervisor and employee may also consult with WSDOT Facilities in assessing the safety issue and exploring solutions.
3. Once all corrective actions have been completed, employee will schedule a follow-up inspection by the WSDOT Safety Officer. If the Safety Officer and the employee agree that all issues have been resolved, the Safety Officer and employee will sign the form, make a copy and return the original to the employee. If further corrective actions are identified, return to step 2.
4. The original signed inspection form must be attached to the IAW Individual Care Plan form.

Item	WORKSTATION INSPECTION	YES	NO	N/A
1	Workstation free of obstacles or tripping hazards? A stroller can maneuver in the space. (Floor covering edges tracked down, free of boxes, personal items, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	No extension cords or daisy chained power strips?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Proper cord management? (Phones/electrical/computer wires secured and off the floor)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Housekeeping safe and acceptable? (Cleanliness, excessive papers, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	All book shelves sturdy, not shaky, and anchored to wall or panel?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Filing cabinets are either strapped to the wall or have counterweights?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	All falling hazards removed? (potted plants, vases, large picture frames, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	There is enough room under the desk for a person to take cover with an infant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	An emergency kit is present under the desk?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Large or heavy items on bookshelves are on the lower shelves?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Waiver and Release for
Participation in Infants at
Work Program

READ CAREFULLY — This Affects Your Legal Rights.

The Washington State Department of Transportation (WSDOT) has approved a Infants at Work (IAW) program. During the WSDOT , employees who work in a participating division will be allowed to apply to bring their infant to work with them. WSDOT employees who wish to participate in this program must sign this waiver and release prior to participation.

By signing this Waiver and Release form, you agree to the following terms and conditions:

1. You agree that if you engage in the IAW program described above, you do so at your and your infant's own risk. You certify that your infant has no current health concerns or medical issues that would be aggravated by the infant being in the work environment, and you acknowledge that bringing your infant into a work environment may increase the risk of the infant contracting an illness or medical condition. You voluntarily assume all risk of injury to you or your infant, all risk to you or your infant of the contraction of any illness or medical condition, and all risk of any damage, loss, or theft of any personal property that might result from participation in the program.
2. You agree on behalf of yourself and your infant (and your personal representatives, heirs, executors, administrators, agents, and assigns) to **release, discharge, and hold harmless** WSDOT, the State of Washington, and any of its agencies, officials, agents, and employees from any and all claims, liabilities, causes of action, and demands of any kind arising out of or related to your participation in the IAW program described above.
3. You **hereby waive any and all rights** you may have to bring an action for damages or other remedy for injuries that may be sustained by you or your infant as a result of your participation in the IAW program described above, including injuries arising from (a) WSDOT's negligence, (b) your use of any WSDOT equipment or facilities, and (c) improper or negligent maintenance of any such WSDOT equipment or facilities.

You acknowledge that you have carefully read this Waiver and Release and fully understand that it is a release of liability. You are waiving any right that you may have to bring legal action to assert a claim against WSDOT and the State of Washington for its negligence.

Signed _____ Date _____

Please print name _____



**Infant at Work Program
Alternate Care Provider Agreement**

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

1. When necessary, I will provide care for _____ (Infant's Name) when _____ (Parent/Legal Guardian) is unavailable.
2. I will move to _____'s (Parent/Legal Guardian) workstation, or the baby will be brought to my workstation, whichever is most convenient.
3. I understand my role as a care provider does not relieve me of my responsibilities as an employee of the Washington State Department of Transportation
4. I understand that I am not to provide care for an infant for more than one hour within my daily scheduled work hours, unless approved by my supervisor and the infant's Parent.
5. I understand there is another alternate care provider with these same duties whom I may contact if I require assistance.
6. I will be notified by _____ (Parent/Legal Guardian) if there is any change in care providers under this Agreement.
7. No persons will be responsible for the baby except for _____ (Parent/Legal Guardian) or _____ (other alternate Care Provider), and myself.
8. I will not release the baby under my care to any individual other than _____ (Parent/Legal Guardian) or _____ (other alternate Care Provider).
9. If at any time I no longer agree to act as an Alternate Care Provider for _____ (Infant), I shall give written notice to _____ (Parent/Legal Guardian).

The undersigned hereby agrees to act as an alternate care provider as described above. I acknowledge that I have read and understand the terms of this care provider agreement as set forth above.

Employee Signature	Date
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Approval

Supervisor Signature	Date	<input type="checkbox"/> Approved <input type="checkbox"/> Denied*
Appointing Authority Signature	Date	<input type="checkbox"/> Approved <input type="checkbox"/> Denied*
Assistant Secretary or Regional Administrator Signature	Date	<input type="checkbox"/> Approved <input type="checkbox"/> Denied*

Reason for Denial