



Department of Military
Governor Sarah Huckabee Sanders
The Adjutant General, Brigadier General Olen Chad Bridges

Policy Title: Infant at Work Program

Policy Number: 24

Authority: A.C.A. §12-61-106(o)

Effective Date: June ____, 2025

I. PURPOSE:

The Department of the Military (DOTM) supports healthy bonding for families with a newborn. Under the Infant at Work Program, DOTM employees who are parents or legal caregivers of an infant under six (6) months may bring the infant to work until the child reaches six (6) months. The Infant at Work Program is not a replacement for childcare and should only be requested when school or childcare are closed due to unanticipated circumstances. DOTM further promotes workforce participation by offering flexibility to parents to balance work and family responsibilities without choosing between staying home or returning to work.

II. POLICY:

An Employee interested in the Infant at Work Program must request approval by submitting the *Infant at Work Application and Release Form*. The employee's supervisor must ensure their work environment and responsibilities suit the program. Participation in the program may include full-time and part-time work with the infant, depending on the parent/guardian's return-to-work schedule.

Employees must:

- Provide all necessary goods and products for adequate infant care.
- Maintain a safe space at their workstation for infant care.
- Ensure their work performance remains acceptable.
- Prevent office disturbances caused by the infant.

An immediate supervisor has the discretion, after consultation with the Human Resource and Legal office, to revoke or suspend an employee's participation in the Infant at Work Program. Participation in the Infant at Work program is a privilege, not a

right. The employee must always remain with their infant. Asking a coworker to look after the employee's infant is prohibited. The DOTM is not responsible for any illness or injury the infant may sustain at work, in any work-related setting, or during transportation to and from work. Additionally, the parent/caregiver may not bring a sick infant to work. A participating employee shall not transport their infant in a state vehicle. Participating employees shall not take their infant to work involving travel or work-related conferences.

Only certain facilities and working environments at DOTM can accommodate a participating employee for infant care. A DOTM office that participate in the program must:

- Provide a suitable area in the building for breastfeeding.
- Inform participants that diaper changes must be done in the public restroom or the employee's office.
- Inform participants that diapers must be disposed of properly.

III. EXCEPTIONS

Not all work environments or facilities are appropriate for the Infant at Work Program. DOTM areas that are not appropriate include but are not limited to the Department of Public Safety, Camp Robinson Fire Department, Post Access Gates, Visitor's Center, and Department of Public Works. If you are uncertain about your work area, check with your supervisor. Additionally, not all employees may be eligible to bring their infant full-time. Eligibility is subject to performance, job demands, and compliance with the policy requirements. The employee's supervisor shall have the authority to decide whether the employee may participate in the Infant at Work Program.



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INFANT AT WORK APPLICATION AND RELEASE

The Infant at Work Program is not intended to replace regular childcare. A new form must be submitted for each five-day period during which you plan to bring your infant to work, regardless of the number of days within that period. If you wish to bring your infant to work for more than five consecutive days, you must obtain approval from Human Resources.

DOTM Employee

I request permission to bring my child(ren) to my worksite.

Name of Infant	Age of Infant	Name of Childcare Provider	Reason for Brining Infant to Work

The date(s) requested to bring my infant to work:

I have read and understand DOTM Policy 24 Infant at Work and attest that I am the parent or legal guardian of the child(ren) and that the information provided is true and accurate. I understand that I will be subject to disciplinary action if any of the information I provide in this form is false.

Employee Name:		Department:	
Application Date:			

Supervisor

Supervisor Name:			
Approved By:		Date:	

This waiver and release affect my legal rights and by signing this form, I agree to the following terms and conditions:

1. I agree that if I participate in the Infant at Work program, I do so at my child's and my own risk. I certify that my child has no current health concerns or medical issues that would be aggravated by being in the work environment. I acknowledge that bringing my child into a work environment may increase the risk of my child contracting an illness or medical condition.
2. I voluntarily assume all risk of injury or the contraction of any illness or medical condition to myself or my child. I also voluntarily assume all risk of any damage, loss, or theft of any personal property that may result from participation in the program.
3. I agree on behalf of myself and my child and my personal representatives, heirs, executors, administrators, agents, and assigns to release, discharge, and hold harmless the Arkansas Department of the Military and the Arkansas National Guard, 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 my participation in the Infant at Work program.
4. I hereby waive any and all rights I may have now or in the future to bring an action for damages or other remedy for injuries that may be sustained by me and my child as a result of my participation in the Infant at Work program, including injuries arising from (a) the Department's or Arkansas National Guard's negligence, (b) my use of any Department or Arkansas National Guard equipment or facilities, and (c) improper or negligent maintenance of any such Department or Arkansas National Guard equipment or facilities.

I acknowledge that I have read this waiver, understand that it is a release of liability, and am waiving any right to bring legal action to assert a claim of negligence against the Department and the State of Arkansas or the Arkansas National Guard.

Parent/Legal Guardian

Department

Supervisor

Signature

Date