

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Office of Fire and Aviation
3833 South Development Avenue
Boise, Idaho 83705-5354

December 3, 2001

In Reply Refer To:
1400-700 (FA-102)P

EMS Transmission 12/04/01
Director's Office Instruction Memorandum No. 2002-002
Expires: 09/30/02

To: All Office of Fire & Aviation Employees

From: Director, Office of Fire and Aviation

Subject: Children in the Work Place

This memorandum serves to clarify in writing the Office of Fire and Aviation policy on the presence of children in the workplace. It is our general policy that employees may be authorized to bring newborns to the work place until the child reaches the age of six months. This allows for initial child bonding and time to complete child care arrangements. However, each situation must be considered on a case-by-case basis, recognizing that allowing a newborn in the work place is a privilege, not a right, and that it may not be appropriate in some work situations. Each supervisor and employee will develop a written agreement addressing the conditions that will be adhered to while the infant is in the work place. Both supervisor and employee must understand what this agreement entails and have the concurrence of the employee's Group Manager, prior to signing. Attached is the agreement that will be used by the supervisor and employee.

Factors to consider in determining whether to permit the presence of a newborn in the work place include:

1. Whether the employee's work and the work of others would be significantly affected. This includes disruptions or inconveniences as determined by the nature of work being performed, communication with outside visitors, hazards in the work area, and other work situations that would make the presence of a child inappropriate.
2. Whether the employee is performing at a no less than a satisfactory performance level. The presence of a child may interfere in efforts to improve inadequate performance.

3. Whether the employee would frequently leave the office and need to ask others to tend the child.
4. The employee's work load is such that even minimal time spent with the child impacts on timely and efficient work accomplishment.
5. A child is not permitted to accompany an employee performing field work, and is not permitted to travel in a government vehicle.
6. The employee is also responsible for taking the necessary time off with the child whenever it becomes apparent that the child is disruptive (e.g., prolonged crying).

In addition, employees will be allowed to bring children, over the age of six months, to work due to unplanned emergencies, providing that a child's short-term presence, not to exceed one day, will not disrupt an employee's work or the workplace. If the need goes past this timeframe, the employee would need to get permission from their supervisor.

For further information concerning this policy, please contact Jim Knox at 387-5514.

/S/DONALD S. SMURTHWAITE
(Acting)

1 Attachment:

1 - Infant Child Care Agreement (3 pp)

Distribution

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Infant Child Care Agreement

Between the Office of Fire and Aviation and _____
(name)

(date)

This is an agreement between the BLM Office of Fire and Aviation and _____
_____ (name of employee) regarding work accomplishment and in-office
care of _____ (name of child).

The primary purpose of this agreement is to minimize disruption of the work environment and child care conflicts with accomplishment of performance elements. All co-workers will be informed of this agreement and asked to convey any concerns that may arise to _____
_____ (immediate supervisor). In case of office disruption or co-worker conflict due to child care activities, other arrangements may be necessary, as agreed to by all parties.

1. **Duration of Agreement.** I request that this agreement remain in effect for the period of _____ through _____. I understand the maximum time period allowed will be until the child is six months old; and this agreement will be reviewed at one-month intervals. I also understand; I am responsible for having alternative day care in place after the six-month period.

2. **Working Hours and Schedules.** I request to work ____ hours a day. I realize that this is contingent on my being able to complete assigned tasks; and I may need to participate in alternative work schedules. I will communicate my schedule needs and changes to my supervisor as required.

3. **Use of Leave.** I understand that when my child requires care at home it will be necessary for me to use annual leave, compensatory time, credit hours, or leave without pay to reach the required number of hours in my tour of duty. Under certain circumstances, I can use sick leave, if my child has a contagious disease or illness.

4. **Location of Care at the Office.** Child care will be confined to my personal office space. I realize that I need to be sensitive to others around me and I understand that my child should be in my direct care and supervision at all times.

5. **Office Disruptions or Co-worker Conflicts.** If concerns or problems arise, I will meet with my supervisor as soon as possible. I am aware that if it is impossible to resolve the situation; it may be necessary to terminate this agreement.

6. **Recording of Time While Engaged in Child Care Activities.** While providing child care during work hours, I will carefully monitor my time to ensure that while I am not performing work-related activities, I am not charging my time to the Government. Absences greater than one half hour to perform child care will be noted on my time sheet.

7. **Safety.** I take full responsibility for the safety of my child. I have made efforts to eliminate hazards to my child and am familiar with the safety and evacuation plans for this office.

8. **Work Coverage While Participating in Child Care Activities.** I will arrange for someone to cover my work, while I am attending to my child.

9. **Meeting Deadlines.** I am aware that there may be circumstances that require my full attention; and it may be necessary for me to make other arrangements for child care during these periods. I will work closely with my supervisor to ensure that all parties involved are aware of what duties can and cannot be reassigned; and I will make alternate child care arrangements when required to do so.

10. **Maintaining Customer Service.** If on-site child care and/or a reduced work schedule cause difficulty in meeting customer expectations (both internal and external) or performing certain duties or projects, I will discuss this with my supervisor and resolve these situations. I realize that in some instances it will not be feasible for me to participate in on-site child care; so, I will make alternative arrangements as needed.

11. **Acceptable Noise Levels.** I understand that in order for child care to be most effective, all parties need to be sensitive to the needs of others. During times when my child is fussy and/or crying, I will try to minimize the disruption. If persistent crying occurs and there are accompanying complaints from my co-workers, I may be required to leave the office. If I leave the office before fulfilling my tour of duty, I will take annual leave, sick leave, or compensatory time as appropriate.

12. **Nursing (if applicable).** I understand that when my child requires nursing it will be done discreetly; and I will prearrange necessary absences from my work site.

13. **Emergency Contact.** Following are two names of individuals to contact in case of an emergency. I have also included the name of my doctor for reference.

Name	Phone	Relation

My doctor's name is _____ and the office number is _____
_____. You are authorized to use this information in case of a medical emergency for either myself or my child.

14. **Termination Clause.** I realize that I have the right to terminate this agreement at any time. I also understand that management has the right to remove me from this program, if my performance declines or if organizational needs are not being met (i.e., complaints and/or disruptions to co-workers). Termination of this agreement by management will be two weeks in advance.

Signature of Employee

Date

Signature of Immediate Supervisor

Date

Signature of Group Manager

Date