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# Managing Risk Like an Absence Consultant

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# The Strategic Role of an Absence Consultant



## **Key Role:**

Supporting successful achievement of compliance, while balancing employer and employee needs



## **Risk Management:**

Collaborating on the development of policies that mitigate legal and operational risks



## **Legal Compliance:**

Designing policies that support and protect employee rights

# Case Study: A Parental Leave Dilemma

**Client Question:** An employee (Texas, 7 months of service) just adopted a newborn in December. The baby was born premature and is currently in the NICU. Although subject to change, it is expected that the baby will be required to stay in the NICU through March. The employee is requesting to use the company Paid Parental Leave (2 weeks for employees with less than 1 year of service, 4 weeks for those with more) immediately, however, is refusing to sign the contract stating that she will return to her job for a minimum of 6 months after the paid leave is complete (which is required to receive this leave). Additionally, she is seeking to work remotely after the leave until the baby is home. Given that the employee's role is largely on-site, we do not feel that remote work would fulfill the responsibilities of her current position. The job has never been done remotely.

**What are we legally required to do here?**

# First Step: Clarifying Questions to Ask Client

- **Where is the employee located?**
- **What laws are applicable? What laws would employee qualify for?**
  - Federal FMLA, State Leave Laws, PWFA, ADA, EEOC Guidance
- **Why is the employee refusing to sign the required contract?**
- **What other leave or remote working company policies do you have?**
  - Is employee eligible for any other company time off? (i.e., PTO, vacation, sick, personal leave, etc.)
  - Do you allow (or have you ever allowed) any exceptions/flexibility to your leave policies?
- **Have you considered (or are you open to) updating your company policies to provide time off or flexible work arrangements for new parents with babies in the NICU?**
  - Even if you “can” do it, does it make sense for your organization?
- **How do you usually handle requests for remote work?**
- **Are you sure the job cannot be done remotely, or has it just never been done remotely before?**
- **What is your desired outcome here? What is the employee's?**

# Analyzing the Case: Perspectives

## Employer's Perspective

- **Company's Policy:** 2 weeks paid parental leave, remote work policies, return-to-work contract
- **Challenges:** Ensuring compliance with relevant laws (i.e., FMLA, state leave laws), while managing operational needs
- **Risk Assessment:** Balancing legal obligations with potential impacts on employee morale and public perception



## Employee's Perspective

- **Challenges for Employee:** Navigating company policy during a sensitive time, with the added stress of a NICU situation
- **The Emotional Toll:** Understanding the psychological impact on the employee, balancing new motherhood with professional obligations

# Case Study Insights & Best Practices in Policy Design

## Crafting Effective Leave Policies

- Flexibility and empathy in policy design
- Importance of clear communication
- Ensuring policy aligns with legal standards
- Benchmarking to keep the organization competitive

## Proactive Risk Management in Leave Policies

- Regular policy review and updates
- Feedback mechanisms
- Training for HR, leaders, and employees
- Proactive compliance checks
- Record keeping and documentation



# Thank you and Q&A

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