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Testimony Supporting H. 3865

March 22, 2017

Submitted by Natasha Jackson

A Better Balance Community Advocate

My name is Natasha Jackson. I live in Charleston, South Carolina with my four children.

I was the highest-ranking account executive and the only female employee at a Rent-A-Center in South Carolina. I loved my job. When I told my store manager that I was pregnant, he congratulated me. And when I started experiencing morning sickness, he quickly agreed to let me arrive later in the morning and work later in the afternoon. We formalized this new arrangement when I signed an agreement that outlined my new hours. My manager liked this new schedule because he was able to leave work earlier since I'd be there to close the store.

For the first two weeks the new shift went without a hitch. But once the district manager found out that I was pregnant, he told me the schedule change that I'd worked out with my store manager could not continue. He had me join a conference call with himself, the regional manager, and a representative from Human Resources. The regional manager said he did not want me to hurt myself or miscarry. I reassured him repeatedly that I was fully capable of working and that it posed no risks to my pregnancy. The Human Resources representative mentioned lifting and I told them that I only occasionally needed to lift anything on the job. I explained that on the few occasions in the past when my job required me to lift something heavy, my coworkers had always



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helped me out. But the district manager simply ordered me to go home and take a two-week paid vacation. I was sent home even though a co-worker who sprained his foot was allowed to continue working on light duty and refrained from lifting. A manager who sprained his shoulder was also allowed to stay at work, given light duty and permitted to avoid lifting. In fact, they had a policy of not accommodating off-the-job injuries. When the Human Resources representative could tell that I was upset about having to go without income, he said “Calm down, you can still probably get a job somewhere. Try to find a job bagging groceries or something.” I found this incredibly insulting because they were derailing my career and I knew it would not be easy to find another job while pregnant.

I was only about 13 weeks pregnant and had a long way to go until giving birth. During my forced vacation Rent-A-Center sent me an FMLA packet and my doctor filled it out, saying that I should not lift more than 20-25 pounds. Because of this lifting restriction, Rent-A-Center placed me on 12 weeks of unpaid FMLA leave, even though I wanted to continue working and even though my job very rarely required heavy lifting. At the end of the 12-week FMLA leave, I came back ready to work, but HR said I had to wait until after I had delivered my baby and that if my position was still available at that location then I could go back to work—but there was no guarantee that it would be.

My husband and I had just made a down payment on a house and were about to close the deal. Without my income, we were forced to back out of the contract. I earned more than he did since he worked temporary jobs. So I was out of a job and no longer able to support my family. And my husband and I saw our dream to own a home vanish.



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Two weeks after giving birth I tried to go back to work, but they would not let me. I tried again the following month and was again denied. Two and a half months after giving birth I got a letter saying that I would be terminated unless I got a doctor's release. I turned in a doctor's note clearing me to go back to work, but was still administratively terminated three months after giving birth. I realized I would have to find other work while I had an infant at home.

I brought a pregnancy discrimination claim with the help of my attorney, Nancy Bloodgood, against Rent-A-Center and brought the case to arbitration, but lost. Rent-A-Center argued that they let me go because of my lifting restriction, while acknowledging that they accommodated other workers with similar limitations caused by on-the-job injuries. The arbitrator found that this did not constitute pregnancy discrimination. The arbitration process took over two years. My husband and I ended up getting a divorce and I know that the downward spiral of our finances from that troubling period played a role in our marital difficulties.

Unfortunately, I know that I am not the only woman to have experienced this problem. My own sister also faced discrimination on the job. When she was pregnant she was working in a shoe store in Charleston. They refused to allow her to carry a water bottle on the floor to stay hydrated, even though she was pregnant. One day she did not even get a lunch break and had to be rushed to the Emergency Room. I still remember the call I received that day and how scared we were. It turned out that she had preeclampsia, a very serious complication, and her baby arrived months early after an emergency C-section. He is thankfully healthy now, but needed a great deal of treatment and care in the



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beginning of his life.

My own story was featured in a report by A Better Balance and the National Women's Law Center, along with many other women, to highlight this huge problem and what lawmakers can do to help. A Better Balance also inspired me to tell my story and seek fairness for all women in South Carolina.

I am asking you to stand up for women like me so we can have an equal opportunity to support our families while protecting our health. The South Carolina Pregnancy Accommodations Act would ensure that no pregnant woman in South Carolina has to choose between her job and a healthy pregnancy.

Thank you for this opportunity.