



February 3, 2022

Dear Chair Taylor, Vice-Chair Knopp, Members of the Senate Labor and Business Committee

On behalf of Pro-Choice Oregon, thank you for the opportunity to provide testimony in support of SB 1586, to clarify and continue to clean up existing statute related to laws that outline when and how an employer can ask an employee to sign a Non-Disclosure Agreement (NDA) after workplace discrimination, harassment or sexual assault has occurred.

Pro-Choice Oregon is dedicated to developing and sustaining a constituency that uses the political process to guarantee every person the right to make personal decisions regarding the full range of reproductive choices, including preventing unintended pregnancy, raising healthy families, and choosing legal abortion. Economic justice and reproductive justice are intimately connected. Without economic security, an individual's access to healthcare is vulnerable and their ability to take care of themselves and their families is threatened. Earning a paycheck in a safe environment free from sexual harassment, is at the core of economic security.

Many workers experience harassment and discrimination on the job and until recently, the norm was to silence workers by requiring many to sign an NDA at the time of hire, after the conduct, or in a legal settlement negotiations. In 2019, we worked in coalition to address that rampant problem in the Oregon Workplace Fairness Act (SB 726) which, among other things, prevents the employer from being the first to request a non-disclosure agreement re: workplace discrimination, harassment or sexual assault. While the intent of this 2019 law was to cover NDAs from the conduct all the way up to a settlement., it's clear that some clarity needs to be added to the underlying statute to ensure this policy works as intended in practice:

- Attach a penalty to violations of the Oregon Workplace Fairness Act so if an employer violates the law by asking for an NDA, they can get a civil penalty per violation.
- Clarify that former employees are also covered under the Oregon Workplace Fairness Act protections so if a worker is in settlement negotiations after they quit or are terminated, the employer can still not be the first to request an NDA.
- Clarify that an employee must be notified of their rights (as outlined in the Oregon Workplace Fairness Act) in the language that they regularly communicate with their employer in. This ensures that primarily non-English worksites are actually communicating this important information to workers.
- Clarify employers cannot be the first to ask for an NDA on the fact that a settlement occurred and what the company settled with the worker for.

These changes are specific to NDAs related to harassment, discrimination or sexual assault and the worker is still empowered to ask for an NDA if they want one. However, these clarifications to existing Oregon law allow workers *to choose* what information they want to disclose and to whom.

Increasingly we've seen that it's when people speak up and share their stories that others will also come forward to do the same and make meaningful change. We encourage your Yes vote on SB 1586 to make sure the Oregon Workplace Fairness Act works as intended to help protect



and empower workers to speak out when they've been discriminated, harassed or sexual assaulted on the job.

Thank you for the opportunity to provide support for SB 1586.

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