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**CITY OF SEATTLE**

**ORDINANCE \_\_\_\_\_**

**COUNCIL BILL \_\_\_\_\_**

..title

AN ORDINANCE relating to taxicab, transportation network company, and for-hire vehicle drivers; amending Section 6.310.110 of the Seattle Municipal Code; adding a new Section 6.310.735 to the Seattle Municipal Code; and authorizing the election of driver representatives.

..body

WHEREAS, the state of Washington, in Revised Code of Washington 46.72.001 and 81.72.200, has authorized political subdivisions of the state to regulate for-hire drivers and for-hire transportation services without facing liability under federal antitrust laws; and

~~WHEREAS, driving taxis, for-hire, and TNC-endorsed vehicles can be a viable path to steady, reliable, and regular work for historically disadvantaged communities, including new immigrants to the United States; and~~

WHEREAS, allowing taxicab, transportation network company, and for-hire vehicle drivers (“for-hire drivers”) to modify specific agreements collectively with the entities that hire, direct, arrange, or manage their work will better ensure that they can perform their services in a safe, reliable, stable, cost-effective, and economically viable manner and thereby promote the welfare of the people; and

WHEREAS, ~~the~~The new responsibilities for the Department of Finance and Administrative Services (FAS) contemplated in this legislation will require additional resources; and

WHEREAS, ~~the~~The Director of FAS has authority to adjust fees to cover the cost of the regulatory functions FAS performs on behalf of the public; and

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1 WHEREAS, ~~should~~~~Should~~ this legislation go into effect, the Director may exercise that authority  
2 to raise additional revenue through fees to cover the additional costs; NOW,

3 THEREFORE,

4 ~~NOW, THEREFORE,~~

5 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

6  
7 Section 1. Findings

8 A. In order to protect the public health, safety and welfare, ~~The~~~~the~~ City of Seattle is  
9 granted express authority to regulate for-hire and taxicab transportation services pursuant to  
10 ~~RCW~~ Chapters 46.72 and 81.72 RCW. This authority includes regulating entry, requiring a  
11 license, controlling rates, establishing safety requirements, and any other requirement to ensure  
12 safe and reliable transportation services.

13 B. Seattle Municipal Code (SMC) Chapter ~~(SMC)~~ 6.310 is an exercise of ~~The~~~~the~~ City of  
14 Seattle's power to regulate the for-hire and taxicab transportation industry. ~~The purpose of~~  
15 SMC Chapter 6.310, in subsection 6.310.100.A, ~~pertinent part~~ states: "Some of its regulatory  
16 purposes are to increase the safety, reliability, cost-effectiveness, and the economic viability and  
17 stability of privately-operated for-hire vehicle and taxicab services within The City of Seattle."

18 ~~SMC 6.310.100(A).~~

19 C.- The purpose of this ordinance is to ensure safe and reliable for-hire and taxicab  
20 transportation service pursuant to RCW 46.72.160 and RCW 81.72.210, respectively, and to  
21 ~~exercisemeet~~ the City's authority~~state's authorization~~ to regulate for-hire transportation pursuant  
22 to RCW 46.~~7276~~.001, which states: "The legislature finds and declares that privately operated  
23 for hire transportation service is a vital part of the transportation system within the state.

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1 Consequently, the safety, reliability, and stability of privately operated for hire transportation  
2 services are matters of statewide importance. The regulation of privately operated for hire  
3 transportation services is thus an essential governmental function. Therefore, it is the intent of  
4 the legislature to permit political subdivisions of the state to regulate for hire transportation  
5 services without liability under federal antitrust laws.” RCW 81.72.200, governing taxicab  
6 transportation, has a similar statement of legislative intent.

7 -D.- As the City is acting under specific state statutory authority, it is immune from  
8 liability under antitrust laws.

9 E. At present, entities~~Entities~~ that hire, contract with, or partner with for-hire drivers for  
10 the purpose of assisting them with, or facilitating them in, providing for-hire transportation  
11 services to the public ~~establish~~ the terms and conditions of their contract~~contract~~ with their  
12 drivers unilaterally, and may impose, including changes in driver compensation rates or  
13 deactivate drivers and deactivation from dispatch services without prior warning or discussion.  
14 Terms and conditions that are imposed without meaningful driver input, as well as sudden and/or  
15 unilateral-Sudden contract changes, may adversely impact the ability of a for-hire driver to  
16 provide transportation services in a safe, reliable, stable, cost-effective, and economically viable  
17 manner.

18 F. Unilateral Sudden changes in contract terms and working conditions established  
19 and unilaterally imposed without driver input by entities that hire, contract with, or partner with  
20 for-hire drivers, as well as sudden and/or unilateral changes in those terms and conditions, have  
21 resulted in driver unrest and transportation service disruptions around the country.

22 G. There is currently no effective mechanism for for-hire drivers to meaningfully~~directly~~  
23 address the terms and working conditions of their contractual relationship~~collectively~~ with the

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1 entity that hires, contracts with, or partners with them. For-hire drivers lack the power to  
2 negotiate these issues effectively on an individual basis.

3 H. Business models wherein companies control aspects of their drivers' work, but rely on  
4 the drivers being classified as independent contractors, render for-hire drivers exempt from  
5 minimum labor requirements established by federal, state, and local law~~that the City of Seattle~~  
6 ~~has deemed in the interest of public health and welfare, and undermine Seattle's efforts to create~~  
7 ~~opportunities for all workers in Seattle to earn a living wage.~~

8 I. ~~Collective bargaining in other industries has achieved public health and safety~~  
9 ~~outcomes for the general public including, but not limited to: job security provisions, scheduling~~  
10 ~~predictability, job training, and methods of communicating health and safety information.~~

11 ~~Establishing a process through which~~ Leveling the bargaining power between for-hire  
12 drivers and the entities that control many aspects of their working conditions collectively  
13 negotiate the terms of the drivers' contractual relationships with those entities will enable more  
14 stable working conditions and better ensure that drivers can perform their services in a safe,  
15 reliable, stable, cost-effective, and economically viable manner, and thereby promote the welfare  
16 of the people who rely on safe and reliable for-hire transportation to meet their transportation  
17 needs.

18 1. Drivers working under terms that they have negotiated through a collective  
19 negotiation process are more likely to remain in their positions over time, and to devote more  
20 time to their work as for-hire drivers, because the terms are more likely to be satisfactory and  
21 responsive to the drivers' needs and concerns. Such drivers accumulate experience that will  
22 improve the safety and reliability of the for-hire transportation services provided by the driver

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1 coordinator and reduce the safety and reliability problems created by frequent turnover in the for-  
2 hire transportation services industry.

3 2. Establishing the drivers' contractual terms through a collective negotiation  
4 process will also help ensure that the compensation drivers receive for their services is sufficient  
5 to alleviate undue financial pressure to provide transportation in an unsafe manner (such as by  
6 working longer hours than is safe, skipping needed breaks, or operating vehicles at unsafe speeds  
7 in order to maximize the number of trips completed) or to ignore maintenance necessary to the  
8 safe and reliable operation of their vehicles. Enabling driver participation in the formulation of  
9 vehicle equipment standards and safe driving practices will help ensure that those standards and  
10 practices are responsive to driver needs, including changing conditions, and that drivers will  
11 agree with and follow those standards and practices.

12 J. Collective negotiation processes in other industries have achieved public health and  
13 safety outcomes for the general public and improved the reliability and stability of the industries  
14 at issue including, but not limited to, job security provisions, scheduling predictability, job  
15 training, methods of communicating health and safety information and enforcing health and  
16 safety standards, processes for resolving disputes with minimal rancor or conflict, and reductions  
17 in industrial accidents, vehicular accidents, and inoperative or malfunctioning equipment. In  
18 other parts of the transportation industry, for example, collective negotiation processes have  
19 reduced accidents and improved driver and vehicle safety performance.

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1 Section 2.- Section 6.310.110 of the Seattle Municipal Code, last amended by Ordinance  
2 124524, is amended as follows:

3 **6.310.110 Definitions**

4 \* \* \*

5 “Commencement date” means a calendar date set by the Director after the effective date  
6 of the ordinance introduced as Council Bill 118499 for the purpose of initiating certain processes  
7 pursuant to Section 6.310.735 and establishing timelines and deadlines associated with them.

8 \* \* \*

9 “Director” means the Director of Finance and Administrative Services or the director of  
10 any successor department and the Director’s authorized designee.

11 “Driver coordinator” means an entity that hires, contracts with, or partners with for-hire  
12 drivers for the purpose of assisting them with, or facilitating them in, providing for-hire services  
13 to the public. For the purposes of this definition, “driver coordinator” includes but is not limited  
14 to taxicab associations, for-hire vehicle companies, and transportation network companies.

15 “Exclusive driver representative” (EDR) means a qualified driver representative, certified  
16 by the Director to be the sole and exclusive representative of all ~~licensed~~ for-hire drivers  
17 operating within the City for a particular driver coordinator.

18 \* \* \*

19 “Personal vehicle” means a vehicle that is not a taxicab or for-hire vehicle licensed under  
20 this ~~((chapter))~~ Chapter 6.310. A personal vehicle that is used to provide trips via a transportation  
21 network company application dispatch system is subject to regulation under this  
22 ~~((chapter))~~ Chapter 6.310.

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1 “Qualifying driver” means a ~~licensed~~ for-hire driver, who drives for a driver coordinator  
2 and who satisfies the conditions established by the Director pursuant to Section 6.310.735. In  
3 establishing such conditions, the Director shall consider factors such as the length, frequency,  
4 and number of rides provided by drivers, hours and location worked, and any other factors ~~has~~  
5 ~~completed at least 150 trips for~~ that indicate that a driver’s work for a driver coordinator is  
6 significant enough to affect the safety and reliability of for-hire transportation ~~in the 30 days~~  
7 ~~before the commencement date set by the Director.~~ A for-hire driver may be a qualifying driver  
8 for more than one driver coordinator.

9 “Qualified driver representative” (QDR) means an entity that ~~assists for-hire can assist~~  
10 ~~qualifying~~ drivers ~~operating within the City for a particular driver coordinator~~ in reaching  
11 consensus on desired terms of work and ~~negotiates negotiate~~ those terms on their behalf with  
12 driver coordinators.

13 \* \* \*

14 Section 3. A new Section 6.310.735 is added to the Seattle Municipal Code as follows:

15 **6.310.735 Exclusive driver representatives**

16 A. The Director shall promulgate a commencement date that is no earlier than 180 days  
17 and no later than 240 days from the effective date of the ordinance introduced as Council Bill  
18 118499.

19 B. The process of designating a QDR shall be prescribed by Director’s rule. The  
20 Director’s rule shall specify the qualifications that a for-hire driver must satisfy to participate in  
21 the QDR designation process. The designation of a QDR shall be based on, but not limited to,  
22 consideration of the following factors:

- 23 1. Registration with the Washington Secretary of State as a not-for-profit entity;

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1                   2. ~~Organizational~~~~Organization~~ bylaws that give drivers the right to be members of  
2 the organization and participate in the democratic control of the organization; and

3                   3. Experience in and/or a demonstrated commitment to assisting stakeholders in  
4 reaching consensus agreements with, or related to, employers and contractors.

5                   C. An entity wishing to be considered as a QDR for ~~for-hire~~qualifying drivers operating  
6 within the City must submit a request to the Director within 30 days of the commencement date  
7 or at a later date as provided in subsection G of this section. Within 14 days of the receipt of  
8 such a request, the Director will notify the applicant in writing of the determination. Applicants  
9 who dispute the Director's determination may appeal to the Hearing Examiner within 10 days of  
10 receiving the determination. The Director shall provide a list of all QDRs to all driver  
11 coordinators.

12                   1. An entity that has been designated as a QDR shall be required to establish  
13 annually that it continues to satisfy the requirements for designation as a QDR.

14                   2. An entity that has been designated as a QDR and that seeks to represent the  
15 drivers of a driver coordinator shall notify the driver coordinator of its intent to represent those  
16 drivers within 14 days of its designation as a QDR. That notice may be provided by any means  
17 reasonably calculated to reach the driver coordinator, including by written notice mailed or  
18 delivered to a transportation network company or taxicab association representative at the  
19 mailing address listed with the City.

20                   D. Driver coordinators who have hired, contracted with, ~~or~~partnered with, or maintained  
21 a contractual relationship or partnership with, 50 or more for-hire drivers ~~at any one time~~ in the  
22 30 days prior to- the commencement date, other than in the context of an employer-employee  
23 relationship, must, within ~~75-60~~ days of the commencement date, provide all QDRs that have



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1 ~~given the notice specified in subsection 6.310.735.C.2 seeking to represent their drivers~~ the  
2 names, addresses, email addresses (if available), and phone number (if available) of all  
3 qualifying drivers they hire, contract with, or partner with.

4  
5 E. QDRs shall use driver contact information for the sole purpose of contacting drivers to  
6 solicit their interest in being represented by the QDR. The QDR may not sell, publish, or  
7 otherwise disseminate the driver contact information outside the entity/organization.

8 F. The Director shall certify a QDR as the EDR for all drivers contracted with a particular  
9 driver coordinator, according to the following:

10 1. Within 120 days of receiving the driver contact information, a QDR will submit  
11 statements of interest to the Director from a majority of qualifying drivers from the list described  
12 in subsection 6.310.735.D. ~~Each statement of interest shall be signed, dated, and clearly state~~  
13 ~~that the driver wants to be represented by the QDR for the purpose of~~ negotiations with the  
14 driver coordinator. A qualifying driver's signature may be provided by electronic signature or  
15 other electronic means. ~~collective bargaining.~~ The Director shall determine by rule the standards  
16 and procedures for submitting and verifying statements of interest by qualifying drivers choosing  
17 an EDR.

18 a. The methods for submitting ~~and~~ verifying statements of interest by  
19 qualifying drivers choosing an EDR may include, but not be limited to: signature verification,  
20 unique personal identification number verification, statistical methods, or third party verification.

21 2. Within 30 days of receiving such statements of interest, the Director shall  
22 determine if they are sufficient to designate the QDR as the EDR for all drivers for that particular  
23 driver coordinator, and if so, shall so designate the QDR to be the EDR, except that, if ~~if~~ more

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1 than one QDR establishes that a majority of qualifying drivers have expressed interest in being  
2 represented by that QDR, the Director shall designate the QDR that received the largest number  
3 of verified affirmative statements of interest to be the EDR.

4 3. Within 30 days of receiving submissions from all QDRs for a particular driver  
5 coordinator, the Director shall either certify one to be the EDR or announce that no QDR met the  
6 majority threshold for certification.

7  
8 G. If no EDR is certified for a driver coordinator, the Director shall, upon the written  
9 request from a designated QDR or from an entity that seeks to be designated as a QDR,  
10 promulgate a new commencement date applicable to that driver coordinator that is no earlier than  
11 ~~180 days and no later than 360~~ days from the announcement that no QDR met the majority  
12 threshold, provided that no driver coordinator shall be subject to the requirements of Section  
13 6.310.735 more than once in any calendar year. The QDR, any other entity that seeks to be  
14 designated as a QDR, affected EDR and the driver coordinator shall then repeat the processes in  
15 subsections 6.310.735.C, 6.310.735.D, and 6.310.735.F. ~~If the Director again fails to certify an~~  
16 ~~EDR, all QDRs shall lose their certification, and the processes in subsections 6.310.735.D and~~  
17 ~~6.310.735.F shall end, until such time as outlined in subsection 6.310.735.G.1.~~

18 ~~1. If The Director may designate QDRs upon request of organizations wishing to~~  
19 ~~be certified pursuant to 6.310.735.C, and promulgate a new commencement date to repeat the~~  
20 ~~processes in subsections 6.310.735 D, and F.~~

21  
22 H. 1. Upon certification of the EDR by the Director, the driver coordinator and the  
23 EDR shall meet and negotiate in good faith ~~discuss~~ certain subjects to be specified in rules or

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1 regulations promulgated by the Director~~subjects~~, including, but not limited to, best practices  
2 regarding vehicle equipment standards;~~;~~ safe driving practices; the manner in which the driver  
3 coordinator will conduct criminal background checks of all prospective drivers; the nature and  
4 amount of payments to be made by, or withheld from, the driver coordinator to or by the drivers;~~;~~  
5 minimum hours of work, ~~and~~ conditions of work, and applicable rules; and any other subject that  
6 the Director determines will better ensure that for-hire drivers perform, and shall reduce their  
7 services in a safe, reliable, cost-effective, and economically viable manner. If the driver  
8 coordinator and the EDR reach agreement on terms, their agreement shall be reduced~~discussion~~  
9 to a written agreement. The term of such

10 1. Nothing in this Section 6.310.735 shall preclude a driver coordinator from  
11 making an agreement shall be agreed upon by the EDR and the driver coordinator, but in no case  
12 shall the term of such an agreement exceed four years~~with the EDR to require membership of~~  
13 ~~for-hire drivers in the EDR's entity/organization as a condition of being hired, contracted with,~~  
14 ~~or partnered with by the driver coordinator to provide for-hire services to the public.~~

15 2. After reaching agreement, the parties shall transmit the written agreement to the  
16 Director. The Director shall~~for~~ review the agreement for compliance with the provisions of this  
17 Chapter 6.310, and to ensure that the substantive terms of the agreement promote the provision  
18 of safe, reliable, and economical for-hire transportation services and otherwise advance the  
19 public policy goals set forth in Chapter 6.310 and in the Preamble to and Section 1 of the  
20 ordinance introduced as C.B. 118499. In conducting that review, the record shall not be limited  
21 to the submissions of the EDR and driver coordinator nor to the terms of the proposed  
22 agreement. The Director shall have the right to gather and consider any necessary additional  
23 evidence, including by conducting public hearings and requesting additional information from

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1 the EDR and driver coordinator. Following this review, the Director shall~~30 days upon receipt of~~  
2 ~~an agreement to determine if it complies with this Chapter 6.310 and to~~ notify the parties of the  
3 determination in writing, and shall include in the notification a written explanation of all  
4 conclusions. Absent good cause, the Director shall issue the determination of compliance within  
5 60 days of the receipt of an agreement.

6 a. If the Director finds the agreement compliant, the agreement is final and  
7 binding on all parties.

8 b. If the Director finds it fails to comply, the Director shall remand it to  
9 the parties with a written explanation of the failure(s) and, at the Director's discretion,  
10 recommendations to remedy the failure(s).

11 c. The agreement shall not go into effect until the Director affirmatively  
12 determines its adherence to the provisions of this Chapter 6.310 and that the agreement furthers  
13 the provision of safe, reliable, and economical for-hire transportation services and the public  
14 policy goals set forth in the Preamble to and Section 1 of the ordinance introduced as C.B.  
15 118499.

16 3. Unless the EDR has been decertified pursuant to subsection 6.310.735.L or has  
17 lost its designation as a QDR, the EDR and the driver coordinator shall, at least 90 days before  
18 the expiration of an existing agreement approved pursuant to subsections 6.310.735.H.2.c or  
19 6.310.735.I.4.c, meet to negotiate a successor agreement. Any such agreement shall be subject to  
20 approval by the Director pursuant to subsection 6.310.735.H.2. If the parties are unable to reach  
21 agreement on a successor agreement within 90 days after the expiration of an existing agreement,  
22 either party must submit to interest arbitration upon the request of the other pursuant to

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1 subsection 6.310.735.I, and the interest arbitrator's proposed successor agreement shall be  
2 subject to review by the Director pursuant to subsections 6.310.735.I.3 and 6.310.735.I.4.

3 4. Nothing in this section 6.310.735 shall require or preclude a driver coordinator  
4 from making an agreement with an EDR to require membership of for-hire drivers in the EDR's  
5 entity/organization within 14 days of being hired, contracted with, or partnered with by the driver  
6 coordinator to provide for-hire transportation services to the public.

7 I. If a driver coordinator and the EDR fail to reach an agreement within 90 days of the  
8 certification of the EDR by the Director, either party must submit to interest arbitration upon the  
9 request of the other.

10 1. The interest arbitrator may be selected by mutual agreement of the parties. If  
11 the parties cannot agree, then the arbitrator shall be determined as follows: from a list of seven  
12 arbitrators with experience in ~~commercial and/or~~ labor disputes and/or interest arbitration  
13 designated by the American Arbitration Association, the party requesting arbitration shall strike  
14 a name. Thereafter the other party shall strike a name. The process will continue until one name  
15 remains, who shall be the arbitrator. The cost of the interest arbitration shall be divided equally  
16 between the parties.

17 2. The interest arbitrator shall propose the most fair and reasonable agreement  
18 concerning subjects specified in rules or regulations promulgated by the Director as set forth in  
19 subsection 6.310.735.H.1 that furthers the provision of safe, reliable, and economical for-hire  
20 transportation services and the public policy goals set forth in the Preamble to and Section 1 of  
21 the ordinance introduced as C.B. 118499. The term of any agreement proposed by the interest  
22 arbitrator shall not exceed two years. In proposing that agreement, the interest arbitrator shall

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1 ~~consider the following criteria~~The interest arbitrator shall consider the following criteria in  
2 ~~making a decision:~~

3 a. Any stipulations of the parties;  
4 b. ~~The~~the cost of expenses incurred by drivers (e.g., fuel, wear and tear on  
5 vehicles, and insurance);

6 c. ~~Comparison~~comparison of the amount and/or proportion of revenue  
7 received from customers by the driver coordinators and the income provided to or retained by the  
8 drivers;

9 d. ~~The~~the wages, hours, and conditions of employment of other persons,  
10 whether employees or independent contractors, employed as for-hire or taxicab drivers in Seattle  
11 and its environs, as well as other comparably sized urban areas; ~~and~~

12 e. If raised by the driver coordinator, the driver coordinator's financial  
13 condition and need to ensure a reasonable return on investment and/or profit;

14 f. Any ~~e. any~~ other factors that are normally or traditionally taken into  
15 consideration in the determination of wages, hours, and conditions of employment; ~~and-~~

16 g. The City's interest in promoting the provision of safe, reliable, and  
17 economical for-hire transportation services and otherwise advancing the public policy goals set  
18 forth in Chapter 6.310 and in the Preamble to and Section 1 of the ordinance introduced as C.B.  
19 \_\_\_\_\_.

20 3. The arbitrator shall transmit the proposed agreement to the Director for review  
21 in accordance~~for compliance~~ with the procedures and standards set forth in subsection  
22 6.310.735.H.2. With the proposed agreement, the arbitrator shall transmit a report that sets forth  
23 the basis for the arbitrator's resolution of any disputed issues.~~provisions of this Chapter 6.310.~~

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1 The Director shall ~~review the~~have 30 days upon receipt of an agreement as provided in  
2 subsection 6.310.735.H.2.

3 4. In addition to the review provided for in subsection 6.310.735.I.3, a driver  
4 coordinator or EDR may challenge the proposed agreement on the following grounds:  
5 that determine if it complies with this Chapter 6.310 and to notify the interest arbitrator was  
6 biased, that the interest arbitrator exceeded the authority granted by subsection 6.310.735.H and  
7 this subsection 6.310.735.I, and/or that a provision of the proposed agreement is arbitrary and  
8 capricious. In the event of such a challenge, the Director will provide notice to the driver  
9 coordinator and the EDR, allow the driver coordinator and the EDR the opportunity to be heard,  
10 and make a ~~the~~ determination as to whether any of the challenges asserted should be sustained.  
11 in writing.

12 a. If the Director finds the agreement fulfills the requirements of  
13 subsection 6.310.735.H.2, and that no challenges raised under this subsection 6.310.735.I.4  
14 should be sustained, the Director will provide written notice of that finding to the parties and the  
15 agreement will be deemed compliant, the agreement is final and binding on all parties.

16 b. If the Director finds that the agreement~~it~~ fails to fulfill the requirements  
17 of subsection 6.310.735.H.2, or that any challenge asserted under this subsection 6.310.735.I.4  
18 should be sustained~~empty~~, the Director shall remand the agreement~~it~~ to the interest arbitrator  
19 with a written explanation of the failure(s) and, at the Director's discretion, recommendations to  
20 remedy the failure(s).

21 c. The agreement shall not go into effect until the Director affirmatively  
22 deems ~~determines its adherence to the~~ agreement final and binding pursuant to subsections  
23 6.310.735.I.3 and 6.310.735.I.4.a.

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1 d. A driver coordinator or EDR may obtain judicial review provisions of  
2 the Director's final determination rendered pursuant to this subsection 6.310.735.I.4 by applying  
3 for a Writ of Review in the King County Superior Court within 14 days from the date of the  
4 Director's determination, in accordance with the procedure set forth in Chapter 7.16 RCW, other  
5 applicable law, and court rules. The Director's final determination shall not be stayed pending  
6 judicial review unless a stay is ordered by the court. If review is not sought in compliance with  
7 this subsection 6.310.735.I.4.d, the determination of the Director shall be final and conclusive.

8 ~~6.310.~~

9 54. If either party refuses to enter interest arbitration, upon the request of the  
10 other, either party may pursue all available judicial remedies.

11 J. During the term of an agreement approved by the Director under subsection  
12 6.310.735.H or 6.310.735.I, the parties may discuss additional terms and, if agreement on any  
13 amendments to the agreement are reached, shall submit proposed amendments to the Director,  
14 who shall consider the proposed amendment in accordance with the procedures and standards in  
15 subsection 6.310.735.H.2. Any proposed amendment shall not go into effect until the Director  
16 affirmatively determines its adherence to the provisions of this Chapter 6.310 and that it furthers  
17 the provision of safe, reliable and economical for-hire transportation services and the public  
18 policy goals set forth in the Preamble to and Section 1 of the ordinance introduced as C.B.

19 118499.

20 1. During the term of an agreement approved by the Director under subsection  
21 6.310.735.H or 6.310.735.I, the Director shall have the authority to withdraw approval of the  
22 agreement if the Director determines that the agreement no longer adheres to the provisions of  
23 this Chapter 6.310 or that it no longer promotes the provision of safe, reliable, and economical



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1 for-hire transportation services and the public policy goals set forth in the Preamble to and  
2 Section 1 of the ordinance introduced as C.B. 118499. The Director shall withdraw such  
3 approval only after providing the parties with written notice of the proposed withdrawal of  
4 approval and the grounds therefor and an opportunity to be heard regarding the proposed  
5 withdrawal. The Director's withdrawal of approval shall be effective only upon the issuance of a  
6 written explanation of the reasons why the agreement no longer adheres to the provisions of this  
7 Chapter 6.310 or no longer furthers the provision of safe, reliable, and economical for-hire  
8 transportation services or the public policy goals set forth in the Preamble to and Section 1 of the  
9 ordinance introduced as C.B. 118499.

10 2. The Director shall have the authority to gather and consider any necessary  
11 evidence in exercising the authority provided by this subsection 6.310.735.J.

12 3. A driver coordinator shall not make changes to subjects set forth in subsection  
13 6.310.735.H or specified in rules or regulations promulgated by the Director without meeting and  
14 discussing those changes in good faith with the EDR, even if the driver coordinator and EDR  
15 have not included terms concerning such subjects in their agreement.

16 K. A driver coordinator shall not retaliate against any for-hire driver for exercising the  
17 right to participate in the representative process provided by this ~~section~~Section 6.310.735. It  
18 shall be a violation for a driver coordinator or its agent, designee, employee, or any person or  
19 group of persons acting directly or indirectly in the interest of the driver coordinator in relation to  
20 the for-hire driver to:

21 1. Interfere with, restrain, or deny the exercise of, or the attempt to exercise, any  
22 right protected under this ~~section~~Section 6.310.735; or

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1                   2.- Take adverse action, including but not limited to threatening, harassing,  
2 penalizing, or in any other manner discriminating or retaliating against a driver, because the  
3 driver has exercised the rights protected under this ~~section~~Section 6.310.735.

4                   L.K. Decertification. An Exclusive Driver Representative may be decertified according to  
5 the following:

6                   \_\_\_\_\_1. The Director receives a petition to decertify an EDR no more  
7 than within 30 days before of the expiration of an agreement reached pursuant to this  
8 ~~section~~Section 6.310.735 or no less than three years after the agreement's effective date,  
9 whichever is earlier.

10                   \_\_\_\_\_a. A decertification petition must be signed by ten~~10~~ or more  
11 qualifying drivers. The Director shall determine by rule the standards and procedures for  
12 submitting the decertification petition.

13                   2. Once a petition has been accepted by the Director, the Director shall issue  
14 notice to the driver coordinator and the EDR of the decertification petition and promulgate a  
15 ~~decertification~~new commencement date.

16                   3. The driver coordinator shall have 14 days from the  
17 ~~decertification~~commencement date to transmit the list of qualifying drivers to the petitioners and  
18 the EDR.

19                   4. Within 120~~90~~ days of receiving the driver contact information, petitioners for a  
20 decertification will submit to the Director statements of interest from a majority of qualifying  
21 drivers from the list described in subsection 6.310.735.K.3. The statements of interest shall be  
22 signed and dated and shall clearly indicate that the driver no longer wants to be represented by  
23 the EDR for the purpose of collective bargaining with the driver coordinator. The Director shall

~~D5~~  
~~D4a~~

1 determine by rule the standards and procedures for submitting and verifying the statements of  
2 interest of qualifying drivers.

3           5. Within 30 days of receiving such statements of interest, the Director shall  
4 determine if they are sufficient to decertify the EDR for that particular driver coordinator. The  
5 Director shall either decertify the EDR, or declare that the decertification petition did not meet  
6 the majority threshold and reaffirm that the EDR shall continue representing all drivers for that  
7 particular driver coordinator.

8           ~~\_\_\_\_\_~~ a. If an EDR is decertified for a particular driver coordinator, the  
9 process of selecting a new EDR may start according to the process outlined in subsection  
10 6.310.735.G.~~+~~

11           ~~M~~. Enforcement

12           1. Powers and duties of Director

13           a. The Director is authorized to enforce and administer this ~~sectionSection~~  
14 6.310.735. The Director shall exercise all responsibilities under this ~~sectionSection~~ 6.310.735  
15 pursuant to rules and regulations developed under Chapter 3.02. The Director is authorized to  
16 promulgate, revise, or rescind rules and regulations deemed necessary, appropriate, or  
17 convenient to administer the provisions of this ~~sectionSection~~ 6.310.735, providing affected  
18 entities with due process of law and in conformity with the intent and purpose of this  
19 ~~sectionSection~~ 6.310.735.

20           b. The Director shall investigate alleged violations of  
21 ~~subsectionssubsection~~ 6.310.735.D and 6.310.735.H.1, and if the Director determines that a  
22 violation has occurred, the Director shall issue a written notice of the violation. The Director  
23 may investigate alleged violations of other subsections of this ~~sectionSection~~ 6.310.735, and if

~~D5~~  
~~D4a~~

1 the Director determines that a violation has occurred, the Director shall issue a written notice of  
2 the violation. The notice shall:

3 1) Require the person or entity in violation to comply with the  
4 requirement;

5 ~~2) Include notice that the person or entity in violation is~~  
6 entitled to a hearing before the Hearing Examiner to respond to the notice and introduce any  
7 evidence to refute or mitigate the violation, in accordance with Chapter 3.02; and

8 ~~3) Inform the person or entity in violation that a daily~~  
9 penalty of up to \$10,000 for every day the violator fails to cure the violation will accrue if the  
10 violation is uncontested or found committed.

11 c. The person or entity named on the notice of violation must file with the  
12 Hearing Examiner's Office the request for a hearing within ten calendar days after the date of the  
13 notice of violation. The Hearing Examiner may affirm, modify, or reverse the Director's notice  
14 of violation.

15 d. If the person or entity named on the notice of violation fails to timely  
16 request a hearing, the notice of violation shall be final and the daily penalty of up to \$10,000 will  
17 accrue until the violation is cured.

18 e. Nothing in this ~~section~~Section 6.310.735 shall be construed as creating  
19 liability or imposing liability on the City for any non-compliance with this ~~section~~Section  
20 6.310.735.

21 2.- Judicial review. After receipt of the decision of the Hearing Examiner, an  
22 aggrieved party may pursue all available judicial remedies.

23 3. -Private right of action.

~~D5~~  
~~D4a~~

1                   Subsections 6.310.735.D, 6.310.735.E, 6.310.735.H, and 6.310.735.~~KI~~ may be  
2 enforced through a private right of action. Any aggrieved party, including but not limited to ~~ana~~  
3 EDR, may bring an action in court, and shall be entitled to all remedies available at law or in  
4 equity appropriate to remedy any violation of this ~~section~~Section 6.310.735. A plaintiff who  
5 prevails in any action against a private party to enforce this ~~section~~Section 6.310.735 mayshall  
6 be awarded reasonable attorney's fees and costs.

7                   4. Contractual remedies. Nothing in this section shall be construed as preventing  
8 the parties to an agreement approved by the Director from pursuing otherwise available remedies  
9 for violation of such agreement.

10                  Section 4. The provisions of this ordinance are declared to be separate and severable. The  
11 invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance,  
12 or the invalidity of its application to any person or circumstance, does not affect the validity of  
13 the remainder of this ordinance, or the validity of its application to other persons or  
14 circumstances.

15                  Section 5. Sections 2 and 3 of this ordinance shall take effect and be in force 150 days  
16 after the effective date of the ordinance introduced as Council Bill 118499.

17                  Section 6.- No provision of this ordinance shall be construed as a providing any  
18 determination regarding the legal status of taxicab, transportation network company, and for-hire  
19 vehicle drivers as employees or independent contractors. The provisions of this ordinance do not  
20 apply to drivers who are employees under 29 U.S.C. § 152(3).

21                  ~~Section 7. Section 7. No provision of this ordinance shall be construed as relieving~~  
22 ~~taxicab, transportation network company, and for hire vehicle drivers from any legal obligation~~  
23 ~~under any other law, including but not limited to antitrust laws, nor shall any provision of this~~

~~D5~~  
~~D4a~~

1 ~~ordinance be construed as providing any determination regarding whether any such law applies~~  
2 ~~to taxicab, transportation network company, and for hire vehicle drivers.~~

3 ~~Section 8.~~ Should a court of competent jurisdiction, all appeals having been exhausted or  
4 all appeal periods having run, determine that any provision of this ordinance is preempted by  
5 federal law, any and all such provisions shall be deemed null and void.

6

~~D5~~  
~~D4a~~

1           Section 89. This ordinance shall take effect and be in force 30 days after its approval by  
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4           Passed by the City Council the \_\_\_\_ day of \_\_\_\_\_, 2015, and  
5 signed by me in open session in authentication of its passage this  
6 \_\_\_\_ day of \_\_\_\_\_, 2015.

7  
8 \_\_\_\_\_  
9 President \_\_\_\_\_ of the City Council

10  
11           Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2015.

12  
13 \_\_\_\_\_  
14 Edward B. Murray, Mayor

15  
16           Filed by me this \_\_\_\_ day of \_\_\_\_\_, 2015.  
17  
18 \_\_\_\_\_  
19 Monica Martinez Simmons, City Clerk

20  
21 (Seal)