City of Seattle

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Finance and Administrative Services

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Rule FHDR-4, Subjects of Bargaining between a Driver Coordinator and an Exclusive Driver Representative (SMC 6.310.735.H.1)

Introduction

This Rule establishes the subjects of bargaining between a Driver Coordinator and an Exclusive Driver Representative (EDR) and associated business processes as they pertain to for-hire drivers and as authorized by the Seattle Municipal Code (SMC).

Mandatory Subjects of Bargaining

For purposes of this Rule, the City defines mandatory subjects of bargaining as those that directly affect whether for-hire drivers can perform their services in a safe, reliable and economically viable manner. The following subjects, as outlined in the SMC, will be mandatory subjects of bargaining during negotiations between a Driver Coordinator and an EDR:

1. Best practices regarding vehicle equipment standards

2. Safe driving training and/or practices

3. The manner in which the driver coordinator will conduct criminal background checks of all prospective drivers

4. The nature and amount of payments to be made by, or withheld from, the driver coordinator to or by the drivers

5. Minimum hours of work

6. Drivers' conditions of work

7. Rules that apply to drivers including discipline, termination or deactivation

In addition, whether for-hire drivers will be required to become members of or make other payments to an EDR will be a mandatory subject. Other than contract provisions that would be illegal or unenforceable or not in compliance with the SMC, the City defines all other subjects not listed in this Rule as permissive subjects.

Parties may not refuse to reach an agreement within 90 calendar days of certification of an EDR based on disagreement about a permissive subject; nor will a permissive subject be submitted to interest arbitration unless both the Driver Coordinator and the EDR agree that the matter should be resolved by interest arbitration. Whether for-hire drivers will be required to become members of or make other payments to an EDR also will not be submitted to interest arbitration unless both the Driver Coordinator and the EDR agree to

that submission.

Good Faith Negotiations
Per the SMC, a Driver Coordinator and an EDR will meet and negotiate, in good faith, the mandatory subjects of bargaining. Permissive subjects may be negotiated if both the Driver Coordinator and the EDR agree to such negotiations. Good faith negotiations generally mean each party has an obligation to make individuals with decision-making authority available at mutually agreed-upon dates and times and to actively participate in negotiations in a manner that indicates a sincere desire and effort to reach common ground. The City will hold both a Driver Coordinator and an EDR to this standard.

Complaint Process
Allegations that a Driver Coordinator or EDR has violated an obligation in relation to the 90-day negotiation process, including alleged failure to negotiate in good faith, may be submitted to the Director in writing by U.S. mail, personal delivery or e-mail within 10 calendar days of the alleged occurrence. The party making the complaint will include specific circumstances of the allegations of bad faith and any documentation to corroborate the allegations.

If such an allegation is filed, as part of its investigation, the Director will notify the party that is the subject of the allegation of the nature of the allegation and copies of all materials submitted as part of the complaint and the opportunity to respond. Written responses, including any documentation to refute the allegations, must be submitted to the Director by U.S. mail, personal delivery or e-mail within 10 calendar days of such notice.

Based on a preponderance of the evidence submitted, the Director will issue a written ruling on any objections within 14 calendar days of the deadline for filing written responses. If deemed necessary to a full and fair investigation, the Director has discretion to request additional evidence or materials from either party and to extend the deadline for issuing a written ruling.

If the Director concludes that the Driver Coordinator or EDR did not negotiate in good faith or otherwise violated the SMC, the Director will then will issue a notice of violation, require compliance and inform the violator of daily penalties of up to $10,000 for failure to cure, and is additionally authorized to establish a new deadline after which either party may submit a request for interest arbitration if that remedy is requested by the party making the allegation. The party found in violation may exercise hearing rights before the Hearing Examiner and all available judicial remedies as provided for in the SMC.

Post-Agreement Negotiations
Per the procedures and standards set forth in the SMC, the Director may withdraw approval of an agreement between an EDR and a Driver Coordinator. If that occurs, the EDR and Driver Coordinator will meet and negotiate in good faith with the purpose of reaching a new agreement, and the SMC provisions that apply to negotiations of successor agreements will apply.

Aside from that situation, an EDR and Driver Coordinator may elect to discuss additional terms and, if agreement is reached, will submit proposed amendments to the agreement to the Director for review and approval. Either the EDR or Driver Coordinator may decline to reopen the agreement to discuss the additional terms.