



# City of Chicago



**O2022-3568**

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	10/26/2022
<b>Sponsor(s):</b>	Misc. Transmittal
<b>Type:</b>	Ordinance
<b>Title:</b>	Establishment of Rideshare Fare Equity provisions
<b>Committee(s) Assignment:</b>	Committee on Committees and Rules

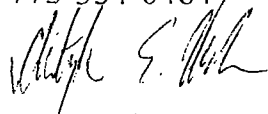
Dear Chicago City Clerk Anna Valencia:

Please introduce the attached ordinance on my behalf at the 10/26/2022 meeting of the Chicago City Council and refer such matter to the Committee on License and Consumer Protection for consideration regarding fare equity, due process, transparency and contract rights within the rideshare industry. Two copies of said ordinance are attached hereto.

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10/25/2022

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### ***Rideshare Fare Equity Ordinance***

Whereas rideshare drivers are responsible for providing 100% of the services offered by rideshare companies...

Whereas rideshare drivers bear 100% of the risk/liability, responsibility and expenses of satisfying the contracts offered by rideshare companies...

Whereas rideshare drivers are responsible for 100% of the earnings generated from satisfying the contracts offered by rideshare companies...

Whereas rideshare companies do not own, operate or share any of the expenses and resources required to actually transport rideshare customers...

Whereas rideshare companies were formed to outsource 100% of the risk, expenses and liability of the rideshare industry to rideshare drivers and reap most of the earnings rideshare drivers are completely responsible for generating...

Whereas rideshare companies generate revenue from every rideshare trip completed by rideshare drivers, while rideshare drivers only generate revenue from rideshare trips they complete...

Whereas rideshare companies shall be referred to as rideshare contract companies, as they determine, process and verify the terms of rideshare contracts between rideshare drivers and rideshare customers...

Whereas those [rideshare drivers] who bear the responsibility of satisfying contracts offered by others [rideshare companies] should always be able to determine the terms of those contracts...

Whereas those [rideshare drivers] who bear the responsibility of satisfying contracts offered by others [rideshare companies] should always reap near full compensation from satisfying those contracts...

Whereas the earnings of those [rideshare companies] who offer contracts which must be satisfied by others [rideshare drivers] should always be marginal...

Whereas those [rideshare drivers] who bear the responsibility of satisfying contracts are always essential and those who merely offer contracts [private rideshare companies] which must be satisfied by others [rideshare drivers] are always replaceable and expendable...

Whereas rideshare companies, who contract rideshare drivers to satisfy the contracts of rideshare customers, have an obligation to provide rideshare drivers the complete details of any allegations where rideshare customers claim their contracts were violated or unsatisfied [by rideshare drivers]...

Whereas rideshare companies have willfully denied rideshare drivers the full details of allegations they committed violated/didn't satisfy the contracts of rideshare customers...

Whereas rideshare companies' denial of the full details of allegations rideshare drivers committed breach of contract toward rideshare customers has denied rideshare drivers the ability to credibly refute such allegations...

Whereas rideshare companies' denial of the full details of allegations rideshare drivers committed breach of contract towards rideshare customers constitutes non-credible investigations of allegations of breach of contract by rideshare drivers...

Whereas any suspension, deactivation or penalty imposed by rideshare companies against rideshare drivers for breach of contract without conducting credible investigations of breach of contract allegations was, is and will always be unwarranted...

Whereas rideshare companies have failed to establish and proactively inform rideshare drivers and customers of suitable protocols for credibly investigating allegations of zero-tolerance conduct...

Whereas rideshare companies' willingness to:

- Issue unwarranted suspensions and deactivations to rideshare drivers;
- While reaping most of the earnings rideshare drivers are solely responsible for generating;
- After rideshare drivers have borne 100% of the liability, responsibility and expenses of satisfying rideshare contracts

demonstrates rideshare companies' true purposes for contracting rideshare drivers are to be exploited and summarily expendable...

The following provisions are adopted into the Chicago Municipal Code to ensure fare equity, due process and transparency within the rideshare industry:

***TNP Trip Fare Equity: Equitable TNP Trip Fare Guidelines & Distribution of TNP Trip Earnings & Digital Revenue generated through TNP Fares***

**TNP Trip Fare Guidelines:**

### ***TNP Base Fare Rates, Duration and Distance Fare Rates***

- TNP Fares must include a base trip rate and fare rates for trip duration and trip distance.

The fare rate for actual trip duration must be calculated per minute and the fare rate for actual trip distance must be calculated per mile.

- If a TNP Trip's duration and distance exceed the estimated duration and distance, TNP drivers shall receive the additional earnings of the actual trip duration and actual trip distance.
- TNPs shall not remit less than the upfront fare offered to a TNP Driver who completes that TNP Trip.

### ***TNP Trip Bonuses & Surges***

- Areas or Zones where TNP Drivers are able to secure Trip Bonuses or Surges must be geographically illustrated within the TNP app for the drivers.
- TNP Trip Bonus & Surge Zones must have clear borders.
- TNP Trip Bonus & Surge Zones may only consist of publicly-accessible roadways.
- TNP Trip Bonus & Surge Zones must have a minimum area of 100,000 square feet.
- TNP Trip Bonus & Surge Zones must have clear times for their expiration.
- If the TNP removes the Trip Surge & Bonus from incoming trips requests after a TNP Driver has secured it, the TNP will remit the Trip Surge & Bonus to the TNP Driver within 24 hours or face a penalty 3 times the amount of the Trip Surge & Bonus which was secured.

### ***Fare Review Guidelines***

- TNP Riders may request fare reviews where the TNP Trip's actual duration and distance:
  - Doubled if the estimated trip duration and distance was more than 20 minutes or 5 miles.
  - Tripled if the estimated trip duration was between 10-19 minutes or estimated trip distance was 1-4 miles.

- TNP Riders must submit details able to be verified, which allege a TNP Driver took a poor route to their destination, which wasn't caused by a common factor such as, but not limited to traffic, construction/bad infrastructure, accidents or train delays.
- TNP Drivers found liable for taking poor routes not due to common factors must remit the percentage of the trip to the TNP rider which enabled the fare to be reviewed within 7 days after the conclusion of the investigation.
- TNP Riders must submit fare reviews no later than 12 hours after the conclusion of a TNP Trip.

**TNP Fare Earnings Distribution:**

- All TNP Fare Earnings are subject to the following appropriations:

At least 90-99% will be allotted for the Direct Compensation and Benefits of TNP Drivers:

- 70-79% for Direct Compensation
- 20% for Benefits:
  - 10% for Health Insurance
  - 5% for Paid Family & Sick Leave
  - 4.5% for Paid Investigation Leave
  - 0.5% for Cleaning Fees

1-10% will be allotted for compensation to TNPs.

***Fare Earnings Guidelines***

- 90% of all fare earnings shall be remitted for the direct compensation and benefits of TNP Drivers.
- 95% of fare earnings shall be remitted for the direct compensation and benefits of TNP Drivers whose trips have an actual duration of at least 30 minutes or actual distance of at least 10 miles.
- 95% of fare earnings shall be remitted for the direct compensation and benefits of TNP Drivers whose trips violate their Destination preferences.
- 95% of fare earnings shall be remitted for the direct compensation and benefits of TNP Drivers who have an acceptance rate of at least 85%.
- 99% of fare earnings shall be remitted for the direct compensation and benefits of TNP Drivers whose trips have an actual duration of at least 2 hours or actual distance of 40 miles.

- These guidelines do not prohibit TNP Drivers from receiving 100% of a fare's earnings for direct compensation and benefits remittance.

### ***Benefit Definitions, Durations & Qualifications***

- Full-time TNP Drivers shall receive health insurance and paid family and sick leave under this ordinance.

Full-time TNP Drivers are defined as drivers who accrue trips with a cumulative of 35 hours in actual TNP trip duration or complete 70 trips per week for 9 weeks within a qualifying 3-month period

Trip duration is defined as time spent transporting a TNP rider to their destination.

A week is defined as 7 days: from 4:00am Monday until 3:59am the following Monday.

- Qualifying 3-month periods for health insurance and paid family and sick leave are as follows:
  - Nov. 1st - Jan. 31st
  - Feb. 1st - April 30th
  - May 1st - July 31st
  - Aug 1st - Oct 31st

Qualifying TNP Drivers shall receive health insurance and paid family and sick leave no later than the end of the following week after they've qualified until the end of the following Qualifying 3-month period.

- The funds collected for the health insurance and paid family and sick leave of full-time TNP Drivers shall be managed by the Chicago Benefits Office.

### ***Paid Investigative Leave***

- TNP Drivers accused of reckless driving or zero tolerance complaints shall receive \$300/day for up to 72 hours following being informed of the complaint which requires being temporarily suspended to comply with the investigatory process.

Any accused TNP Driver shall forfeit Paid Investigative Leave if:

- They fail to rebut a complaint requiring temporary suspension within 12 hours after being informed.
- The investigation renders a judgment stating the complaints as true.

- Any Paid Investigative Leave remitted to a TNP Driver whose complaints renders a judgment of true shall suffer a \$300 fine if those funds aren't remitted within 72 hours after the judgment has been rendered and shall face a fine \$1,000 if not remitted within 7 days after the judgment has been rendered.

The remittance of Paid Investigative Leave shall be suspended pending an appeal which has been submitted by the TNP Driver.

If the appeal is denied, the schedule of remittance of the Paid Investigative Leave shall begin immediately thereafter.

- Fines levied against TNP Riders who submit false complaints shall be reimbursed to this fund.

### ***Cleaning Fees***

- Cleaning fees are charged to Riders to help TNP Drivers if they are unable to continue driving and must clean the mess themselves or access professional cleaning services.

The cleaning fee depends on the type/size of the mess.

When a cleaning fee is offered, the TNP Driver and TNP Rider are informed about how much the cleaning fee is.

Below is a quick guide for cleaning fee amounts:

**\$30** - Small amounts of liquid spills INSIDE the car such as drops of coffee, grease from food, other drinks (excluding water), sand or dirt on floor mats.

**\$75** - Significant mess, usually bodily fluids like vomit, paint, or extensive sticky or staining liquid messes (excluding water), gum and other sticky materials OUTSIDE the vehicle which requires an exterior car wash.

**\$100** - Significant liquid messes including coffee, greasy food, drinks (excluding water), or gum and other sticky materials INSIDE the vehicle which requires steam cleaning and special products.

**\$150** - Extensive liquid and smelly messes INSIDE the vehicle including bodily fluids which requires detail and/or steam cleaning, as well as airing and/or drying for long periods of time.



You can lodge your cleaning fee claim by answering the important questions in the form below. Please answer these as accurately and honestly as possible to help us understand your claim.

**To help assess a cleaning fee claim, the TNP Driver will need to provide:**

- 3 different clear photos of the mess.
- Claim must be lodged within 3 days.

The TNP Driver must state where the mess occurred and what kind of mess it was below.

Please note: Everyday items like rubbish, sand etc. should be expected as part of service delivery and will not be awarded a cleaning fee.

- All fees assessed to liable TNP riders shall reimburse this fund.

**TNP Digital Revenue Distribution:**

- Whereas rideshare drivers are responsible for providing the pleasant and safe environment necessary for rideshare customers to consider purchasing any services or products advertised within a rideshare app...
- Whereas rideshare drivers face a multitude of new and daily challenges of maintaining the safe and pleasant environment and experience for rideshare customers to consider any products or services advertised within a rideshare app...
- Whereas the digital advertisement of goods and services to rideshare customers in the care of rideshare drivers is the equivalent of placing advertisements within a merchant's establishment for their customers to consider...
- 75% of all digital revenue generated from the advertisements of services and products offered to TNP riders, within the TNP app, shall be equally apportioned to all active TNP Drivers as direct compensation.

**Minimum TNP Trip Protocols:**

- All TNP Passengers must verify their names with the TNP Driver when requested.

When a TNP Driver confirms the TNP Rider, the TNP Trip may begin.

Only the TNP Driver may acknowledge TNP Trip has begun.

If a TNP Rider ends the TNP Trip, 100% of the minimum Trip Fare, which shall include the estimated trip duration, distance and minimum surge will be due.

- In the event of a technical outage with the TNP app, the TNP Driver and TNP Rider must inform TNP Support that the TNP Trip will be canceled, begin, continue or conclude after the outage occurs, before proceeding with the Trip.

If the TNP is unavailable, TNP Drivers and Riders must report future action of the Trip's outcome to 311.

Failure to comply with this protocol shall prompt an automatic fare review.

Based upon the preponderance of evidence and using the same investigative protocols cited in this ordinance, a ruling on the actual fare will be determined by the TNP, which may be appealed to the Department of Administrative Hearings.

- TNP Trips can only be concluded by the TNP Driver or TNP Rider.

#### **TNP Trip Cancellation Policy**

- TNP Drivers shall receive 99% of all Cancellation Fees.
- TNP Cancellation Fees shall include the minimum trip fare: base trip fare, estimated trip distance and estimated trip duration fare totals, along with any applicable trip surge or bonus.
- 100% of the Cancellation Fee shall be due if the rider cancels after their TNP Trip request has been accepted by a TNP Driver.
- The Cancellation Fee may be forfeited if:
  - The TNP Rider cancels the TNP Trip before it has been accepted by a TNP Driver.
  - The TNP Driver arrives 15 minutes beyond the estimated time of arrival.
  - The TNP Driver cancels the TNP Trip before arriving at the designated pick-up location or prior to the expiration of the TNP Rider's Wait Time

This notice shall be prompted to the TNP Rider when submitting the trip request.

- After the Trip begins, the TNP Driver shall receive the full trip fare, including the Actual Surge Amount after the trip ends.

- **TNP Trip Distribution & Consideration: Equitable Distribution & Consideration of TNP Trips for TNP Drivers**

#### ***TNP Trip Consideration***

- TNP Trips shall only be offered to TNP Drivers sequentially and not simultaneously until accepted by a TNP Driver or canceled by a TNP Rider.  
No 2 TNP Drivers shall be offered the same TNP Trips simultaneously for consideration.
- Except for TNP Waiting Lots at airports or other designated venues, where a que is present, TNP Drivers shall have a minimum of 25 seconds to consider any TNP Trip request.
- Each TNP Trip request offered to a TNP Driver shall include:
  - Pickup location [incl. Intersection, municipality and state]
  - Drop-off location [incl. Intersection, municipality and state]
  - Trip Direction illustrated by an arrow connecting the pickup and drop-off locations
  - Estimated Time
  - Estimated Distance
  - Applicable Minimum Trip Bonus/Surge

#### ***TNP Trip Consideration: Destination Filters***

- Except TNP Trips offered in designated ques, TNPs shall not infringe on a TNP Driver's right to explicitly filter available Trip requests by destination, including address, zip code, municipality or area radius, and time to arrival.
- TNP Trips offered to a TNP Driver, who's in Destination Mode, must have a destination which goes in at least 1 cardinal direction towards the TNP Driver's preset destination.
- If a TNP Driver accepts Trips which do not honor these guidelines, while in Destination Mode, they shall be entitled to 95% of the fare's earnings.

#### ***TNP Trip Consideration at Airports & Ques***

- TNP Drivers in a designated que shall receive 3 available Trip requests and be given 20 seconds to consider them.
- If a TNP Rider cancels an accepted TNP Trip offered in a que, that TNP Driver will resume foremost priority in the que with the next 3 available TNP Trips.
- If a TNP Driver declines all offered Trip Requests, they shall be bumped to the back of the que.

### ***TNP Trip Distribution***

- All TNP Trips requests will be offered to the nearest TNP Drivers sequentially until accepted by a TNP Driver or canceled by the TNP Rider.
- Full-time TNP Drivers will be prioritized to receive TNP Trip requests in non-Surging/non-Bonus zones and Airport TNP Trip Requests after completing TNP Trips to the Airport.
- TNP Drivers Union shall conduct an annual review of TNP Trip Request Data to ensure TNP Trip Request Distribution according to this Standard.
  - Distance of nearest TNP drivers from Trip requests
  - Distance of TNP drivers who were offered Trip requests
- **TNP Trip Stops & Adjustments**
  - The number of pre-scheduled stops, besides the final destination a TNP Rider may request for a TNP Trip is limited to 2.
  - After the TNP trip has begun, a TNP Rider may request additional stops, including a change in the final destination, in the app, but they are subject to the approval of the TNP Driver.
  - The Wait Time at each pre-scheduled stop is limited to 3 minutes.
  - TNP Riders may request waiting periods longer than 3 minutes at each stop, but those requests are subject to the approval of the TNP Driver.

The Rider shall be charged \$0.80 cents for each minute beyond the standard 3 minutes at a designated stop.

And the full fees for waiting beyond the standard 3 minutes shall be fully remitted to the TNP Driver as direct compensation.

### **Exceptions:**

- Requests to be dropped off at the nearest hospitals or police stations by TNP Riders shall not require the approval of TNP Drivers.

If a TNP Driver is unable to honor the requests for the TNP Rider to be dropped off at these locations, the TNP Driver must drop the TNP Rider off at a nearby

location, where they can submit another TNP trip request to these locations, or contact emergency services for immediate pick up.

- This protocol shall be used when TNP Riders report allegations of zero tolerance conduct by TNP Drivers during TNP Trips.

- **Right to Work as a TNP Driver**

- Whereas American Black Men, who are not dual citizens and who do not descend from dual-citizenship lineages, are bottom-casted within employment, entrepreneurial and educational opportunities...
- Whereas American Black Men, who are not dual citizens and who do not descend from dual-citizenship lineages, suffer unemployment rates of up to 45% in locations where their population is concentrated...
- Whereas no mainstream or establishment political, institutional, civic or economic power structure publicly acknowledges the disparity in negative outcomes suffered by American Black Men, who are not dual citizens and do not descend from dual-citizenship lineages, and are deliberately discouraged from eliminating those disparate outcomes...
- Whereas American Black Men, who are not dual citizens and who do not descend from dual-citizenship lineages, have a history of supporting systemic and institutional measures to alleviate the negative outcomes of other demographics, but have not received the support necessary to eliminate their disparate negative outcomes and have had measures to eliminate their disparate negative outcomes demonized...
- Whereas the disparate negative outcomes suffered by American Black Men, who are not dual citizens and who do not descend from dual-citizenship lineages, have placed a consistently higher strain on their right to provide for themselves, their families and their communities...
- Whereas the ability of American Black Men, who are not dual citizens and who do not descend from dual-citizenship lineages, to live and work through disproportionate amounts of discomfort and adversity has been used to justify them suffering disparate negative outcomes...
- Whereas American Black Men, who are not dual citizens and who do not descend from dual-citizenship lineages, are socialized to protect the rights of other demographics to economically provide for themselves, their families and

their communities, while they're right to do so is preemptively compromised and demonized ...

- Whereas American Black Men, who are not dual citizens and who do not descend from dual-citizenship lineages, were the first demographic enslaved and brought to the United States for the sole purpose of being economically exploited and expendable for demographics, entities and individuals, both private and public...
- Whereas this historic, deeply-embedded, economic, political, civic and institutional pattern of exploitation and expendability of American Black Men, who are not dual citizens and who do not descend from dual-citizenship lineages, is the foundation of the institutional relationship between the average employer and employee and between contracting companies and contractors known as rideshare companies and rideshare drivers...
- Whereas economic justice for individuals who suffer the legacy of unjust institutional arrangements should prioritize the demographic upon which those unjust institutional arrangements of economic exploitation and expendability were built...
- Any Black American man, who is not a dual citizen and meets the standards necessary to secure a TNP Public Chauffeur License in the City of Chicago shall not be denied the right to work as a TNP Driver and shall be prioritized in being offered all TNP Trip requests for which they qualify...
- TNPs shall not infringe on a TNP Driver's right to receive TNP trip requests for the entirety of their legally allowable drive-time: 12-hours in a 24-hour period.
- TNPs shall not infringe on a TNP Driver's right to receive TNP Trip requests whose duration doesn't exceed a TNP Driver's legally allowable drive-time: 12 hours in a 24-hour period.

**Exception:**

- A TNP Driver who declines 4 consecutive TNP Trips may be placed offline by a TNP until the TNP Driver decides to go back online.
- A TNP found to be in violation of these rights to work for TNP Drivers shall be fined \$200 for each offense: \$175 payable to the TNP Driver and \$25 to the City of Chicago.

**TNP Driver Photo Verification:**

- TNP Drivers shall be required to upload photos of themselves by the 1st of each month their TNP Driver account is active.

TNPs must retain all photos uploaded by TNP Drivers and compare them for TNP driver verification when requiring TNP Drivers to upload photos of themselves apart from these scheduled submissions.

- TNPs who falsely suspend a TNP Driver, for not identifying as themselves through photo verification or any other verification, shall be assessed a \$450 fine for each 24 hour period after the suspension began.

\$400 payable to the TNP Driver and \$50 to the City of Chicago.

Each second beyond each 24-hour period constitutes another 24-hour period and subsequent fine.

**Vehicle Requirements:**

- The allowable age of a vehicle for a TNP Driver shall be temporarily extended to 16 years as long as inflation remains above 6% via the Consumer Price Index.
- TNPs shall not infringe on a TNP Driver's right to use an eligible vehicle, regardless of rental source, as long as the applicable insurance requirements are met.

● **Miscellaneous Complaints**

- No TNP Driver shall be fined, suspended, deactivated or penalized by a TNP for their conduct during a TNP Trip unless it is for verified complaints of reckless driving, Zero-Tolerance complaints and their terms herein.

● **Zero Tolerance Complaints**

- Only Zero Tolerance complaints or complaints of reckless driving shall warrant suspension and deactivation of a TNP Driver.
- Zero-Tolerance complaints of a TNP Driver being under the influence by a TNP Rider must be reported during the TNP Trip.
- Zero Tolerance complaints of a TNP Driver being under the influence must be accompanied by detailed [detailed alleged act, time, location, maximum duration of 5 minutes of the alleged act] allegations of reckless driving or physical impairment.

Allegations of physical impairment which did not render the TNP driver unable to physically operate their vehicle will be immediately dismissed.

- Proven Zero-Tolerance complaints of a TNP Driver being physically unable to operate their vehicle, with negative drug and alcohol tests, must submit licensed medical approval clearing them to physically operate a vehicle.

- **Anti-Retaliation & Good Standing Rights**

- Any complaint against a TNP Driver, by a TNP Rider, submitted after the TNP Driver reported rider misconduct, including a negative review of the TNP Rider, will be presumed retaliatory and immediately dismissed.
- Any negative review submitted by a TNP Rider, against a TNP Driver, after the TNP Driver submitted a negative review of the TNP Driver, will be presumed retaliatory and immediately dismissed.
- Any negative review submitted by a TNP Rider which doesn't specify an [illegal] act by a TNP driver as the basis for the negative review will be dismissed.
- Any complaint against a TNP Driver, by a TNP Rider, submitted after the TNP Driver exercises their right to decline additional stops, change in destination or discontinue the ongoing TNP Trip after a TNP Rider's Wait Time expired at a pre-scheduled Trip Stop will be presumed to be retaliatory and immediately dismissed.
- Any complaint submitted by an unverified passenger of a TNP Trip will be immediately dismissed [as hearsay and retaliatory].
- Any Zero-Tolerance complaints not submitted before the conclusion of a TNP Trip, by a TNP Rider, against a TNP Driver, will be presumed to be fraudulent and immediately dismissed.
- Zero-Tolerance complaints dismissed due to the TNP's Rider failure to participate in any part of the adjudication process will be presumed to be fraudulent and subject to false complaint monetary penalties.
- Any TNP Rider who causes the vehicle's interior or exterior to become stained or damaged; requires aid to physically enter/exit the vehicle, becomes incapacitated or requires medical attention at any point during the TNP Trip or immediately upon its conclusion, shall be assessed a \$200 inconvenience fee, 100% payable to the TNP Driver.



Any allegations submitted by the TNP Rider against the TNP Driver will be immediately dismissed as lack of competence or retaliatory.

This does not prohibit the results of a criminal lawsuit.

A TNP Driver must submit evidence verifying these conditions within 2 hours of the associated TNP Trip.

The TNP has 2 days after submission of this evidence to confirm its veracity.

- **Penalties against False Complaints**

- TNP Riders shall remit a \$1,000 fine for false complaints.
- Fines assessed against TNP Riders who submit false complaints against TNP Drivers must be paid in order to secure City Vehicle Stickers, City Residential Parking Permits, renewing a state-issued Driver's License or registering a vehicle with the State of Illinois.

**Zero-Tolerance Complaint Investigation Process: *Zero-Tolerance Complaints & Reckless Driving Complaints Investigations are prioritized like 911 Calls and Law Enforcement Traffic Stops by TNPs via this ordinance.***

- A TNP Rider must request the TNP Driver immediately drop them off at a nearby safe location upon submitting a Zero-Tolerance Complaint [against their TNP Driver], to the TNP or 311, during the TNP Trip.
- 100% of the fare will immediately be subject to review pending the outcome of the investigation.

If the investigation renders a false complaint, 100% of the fare will be released according to the trip's compensation criteria listed herein.

If the investigation yields a true complaint, 100% of the fare will be paid to the rider (90%), TNP (5%) and the City of Chicago (5%).

- 30 minutes after a Zero-Tolerance Complaint has been submitted, the TNP will review the allegation for dismissal and determine if it should be permitted for review as credible.

[Amend TNP Rules, so only verified complaints, rather than credible complaints are worthy of suspension and/or deactivation.]

After the TNP has determined the Complaint fits the standard for review:

The accused TNP Driver will be temporarily suspended from the TNP App and required to complete the investigation of the alleged Zero-Tolerance complaint in order to regain access to the TNP App.

The TNP App will inform the Driver of the investigatory process: its duration, time requirements, standards of proof, rights, obligations, penalties and categorization of judgments.

After the TNP has verified the TNP Driver has read these terms, the TNP Driver will be shown the details of the Zero-Tolerance Complaint filed against them.

The complaint will list:

- The alleged violation
- Details describing the explicit nature of the alleged violation [If the details submitted are insufficient to verify the alleged violation was explicit, the report shall be immediately dismissed.]
- Time, duration and location of the alleged violation
  - Duration of all complaints can be no longer than 5 minutes cumulatively: may be snapshots of diff times of the Trip.

***Zero Tolerance Complaints: Driving Under Influence of Intoxicated Beverages, drugs and substances***

**Standards of Proof:**

- Due to the use of the TNP Driver's Vehicle for Public Use, allegations of a TNP Driver driving under the influence from the smell within the vehicle will be immediately dismissed.
- Allegations of TNP DUI must be based on allegations of reckless driving, physical impairment [which rendered the driver unable to operate the vehicle] or personally witnessing a TNP Driver consume these substances during the course of a TNP Trip. [Establishes fair terms of probable cause]
- TNP Rule 1.10 needs to be amended to prohibit the possession of alcohol or illegal substances, as passengers leave items within the TNP vehicle all the time, as a public vehicle.

Moreover, with a TNP Rider's ability to add Stops, there's reasonable suspicion that TNP Drivers are being used by some TNP Riders as possible drug mules.

Moreover, there's no reasonable way to prove or disprove an alleged substance is legal or illegal, or even the property of the TNP Driver.

**Investigation Process:**

- TNP Drivers must stop at a Police Station and request them to bear witness to alcohol breathalyzer test and its results, and search prior to entering a private area in order to conduct a drug test and confirm its results.

TNP Drivers will have 4 hours to submit alcohol breathalyzer and drug tests results in the TNP App after acknowledgment of receipt of DUI allegation.

TNPs must reinstate or deactivate the TNP Driver 1 hour after submission of alcohol and drug tests results by TNP Drivers.

- TNP Drivers who submitted negative drug and alcohol tests prior to their last 12 hours of driving will only be subject to DUI allegations which TNP Riders allege they witnessed the TNP Driver consume drugs or alcohol during their TNP Trips.

This prohibition does not apply to law enforcement stops, where drug or alcohol tests were administered and the results were positive.

**Penalties:**

- If a TNP permits an allegation, which has no probable cause, from an unverified passenger, which is deemed retaliatory or insufficient to verify, causing a TNP Driver to be deactivated, the TNP shall be fined \$500 for each offense and \$100 for every hour a TNP Driver remains deactivated beyond 4 hours.
- TNPs will be subject to a \$50 fine for each hour a negative-tested TNP Driver remains deactivated from the platform after the 1-hour requirement to review and reinstate them.

Each second beyond each following hour constitutes another hour and subsequent fine.

- TNP Drivers who are proven to have been driving under the influence must remit 100% of the total trip fare: 90% to the rider, 5% to the TNP and 5% to the City of Chicago. .

***Zero Tolerance Complaints: Sexual Misconduct is hereby defined as Sexual Harrassment and/or Sexual Assault***

**Standards of Proof:**

- Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical harassment of a sexual nature in the workplace or learning environment, according to the Equal Employment Opportunity Commission (EEOC). [From RAINN's website, which is the trainer for Uber's TNP Mandatory Trainings.]
- The term "sexual assault" means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent. [<https://www.justice.gov/ovw/sexual-assault>]
- Allegations of sexual harassment and sexual assault which arise after a TNP Rider engaged a TNP Driver romantically or sexually will be immediately dismissed as retaliatory.

This does not prohibit complaints being filed criminally to substantiate the claims made herein.

**Investigation Process:**

- All 12-hour time periods are 9am - 9pm CST.
- The TNP will be required to contact the TNP Driver, by phone, at their account phone number and backup phone number, up to 3 times within 1 hour; separately by email and text, to inform them the TNP Driver has submitted evidence rebutting their claim, which they must review.

These protocols will create a presumption the TNP Driver was informed of the complaint.

- In the TNP app and by email, TNP Driver will receive details of the complaint, no later than 1 hour after the complaint has been submitted, and will have 12 hours to rebut the claims made therein.
- If the TNP Driver fails to rebut the claims 12 hours after being informed, the TNP Driver will be suspended until a rebuttal is presented within 3 [or 7 days] after the 12 hour period.

If the TNP Driver fails to rebut within 3 [or 7] days after being informed of the complaint, the complaint will be presumed to be true and the TNP Driver will be deactivated.

- Using the same communication protocols, The TNP Rider will be notified that the TNP Driver has submitted evidence rebutting the TNP Rider's claim and will have 12 hours to rebut.
- If the TNP Rider fails to rebut the claims 12 hours after being informed of the TNP Driver's rebuttal, the TNP Rider will be suspended until a rebuttal is presented within 3 [or 7 days] after the 12 hour period.

If the TNP Rider fails to rebut within 3 [or 7] days after being informed of the complaint, the complaint will be presumed to be false and the TNP Rider will be fined a penalty for filing a false complaint.

- The TNP Driver will be able to rebut the TNP Rider's rebuttal to their evidence for up to 12 hours.

Both the TNP Driver and TNP Rider were given equal opportunity to respond to the original complaint and each other's rebuttals.

- Only if the TNP Rider and Driver dispute each other's accounts will a TNP agent be required to make a final judgment on the complaint based upon the preponderance of the evidence within 12 hours after the TNP Driver's final rebuttal: false or true.
- A TNP Driver may file an appeal for additional review by the City of Chicago's Department of Administrative Hearings and will receive a final determination no later than 30 days after the appeal has been filed.

The TNP will notify the TNP Rider and Driver of the appeal and the opportunity to offer 1 rebuttal/affirmation on the need for the appeal within 12 hours after notification.

An ALJ will review the case and any rebuttals/affirmations to the appeal and will determine if an appeal will go forward within 21 days after it's been filed.

If so, the TNP Rider and TNP Driver will be subject to the Department's Rules for redetermination.

If the Department finds the TNP's judgment to have blatantly ignored conclusive evidence which reverses the original decision, the TNP will be fined \$500.

**Penalties:**

- A TNP Driver shall be suspended if they have any combination of 3 active assault & battery and/or sexual misconduct investigations and may be reinstated if their 1st and 2nd active investigations rendered false complaints.
- If a TNP fails to reinstate the TNP Driver within 1 hour after their 2nd active investigation renders a false complaint, the TNP will be fined \$55 for every hour the TNP Driver remains suspended.

Each second beyond each subsequent hour constitutes another hour and a separate fine.

\$50 towards the TNP Driver and \$5 to the City of Chicago.

- TNP Drivers who are proven to have committed sexual misconduct must remit 100% of the total trip fare: 90% to the rider, 5% to the TNP and 5% to the City of Chicago.
- Any criminal investigation initiated by a TNP Rider, after a TNP Investigation and subsequent Department of Administrative Hearings trial ruled a TNP Rider's complaints as false, must render a guilty verdict in order for the TNP Driver's account status to be considered for deactivation.

### ***Zero Tolerance Complaints: Assault & Battery***

#### **Standards of Proof:**

- (720 ILCS 5/12-1) (from Ch. 38, par. 12-1)  
Sec. 12-1. Assault.  
(a) A person commits an assault when, without lawful authority, he or she knowingly engages in conduct which places another in reasonable apprehension of receiving a battery.
- (720 ILCS 5/12-3) (from Ch. 38, par. 12-3)  
Sec. 12-3. Battery.  
(a) A person commits battery if he or she knowingly without legal justification by any means (1) causes bodily harm to an individual or (2) makes physical contact of an insulting or provoking nature with an individual.
- Allegations of assault and battery which arise after a TNP Driver was assaulted or exercised their right to remove a TNP passenger from their vehicle who refused to exit, will be immediately dismissed as retaliatory.

- This does not prohibit complaints being filed criminally to substantiate the claims made herein.

**Investigation Process:**

- All 12-hour time periods are 9am - 9pm CST.
- The TNP will be required to contact the TNP Driver, by phone, at their account phone number and backup phone number, up to 3 times within 1 hour; separately by email and text, to inform them the TNP Driver has submitted evidence rebutting their claim, which they must review.

These protocols will create a presumption the TNP Driver was informed of the complaint.

- In the TNP app and by email, TNP Driver will receive details of the complaint, no later than 1 hour after the complaint has been submitted, and will have 12 hours to rebut the claims made therein.
- If the TNP Driver fails to rebut the claims 12 hours after being informed, the TNP Driver will be suspended until a rebuttal is presented within 3 [or 7 days] after the 12 hour period.

If the TNP Driver fails to rebut within 3 [or 7] days after being informed of the complaint, the complaint will be presumed to be true and the TNP Driver will be deactivated.

- Using the same communication protocols, The TNP Rider will be notified that the TNP Driver has submitted evidence rebutting the TNP Rider's claim and will have 12 hours to rebut.
- If the TNP Rider fails to rebut the claims 12 hours after being informed of the TNP Driver's rebuttal, the TNP Rider will be suspended until a rebuttal is presented within 3 [or 7 days] after the 12 hour period.

If the TNP Rider fails to rebut within 3 [or 7] days after being informed of the complaint, the complaint will be presumed to be false and the TNP Rider will be fined a penalty for filing a false complaint.

- The TNP Driver will be able to rebut the TNP Rider's rebuttal to their evidence for up to 12 hours.

Both the TNP Driver and TNP Rider were given equal opportunity to respond to the original complaint and each other's rebuttals.

- Only if the TNP Rider and Driver dispute each other's accounts will a TNP agent be required to make a final judgment on the complaint based upon the preponderance of the evidence within 12 hours after the TNP Driver's final rebuttal: false or true.
- A TNP Driver may file an appeal for additional review by the City of Chicago's Department of Administrative Hearings and will receive a final determination no later than 30 days after the appeal has been filed.

The TNP will notify the TNP Rider and Driver of the appeal and the opportunity to offer 1 rebuttal/affirmation on the need for the appeal within 12 hours after notification.

An ALJ will review the case and any rebuttals/affirmations to the appeal and will determine if an appeal will go forward within 21 days after it's been filed.

If so, the TNP Rider and TNP Driver will be subject to the Department's Rules for redetermination.

If the Department finds the TNP's judgment to have blatantly ignored conclusive evidence which reverses the original decision, the TNP will be fined \$500.

**Penalties:**

- A TNP Driver shall be suspended if they have any combination of 3 active assault & battery and/or sexual misconduct investigations and may be reinstated if their 1st and 2nd active investigations rendered false complaints.
- If a TNP fails to reinstate the TNP Driver within 1 hour after their 2nd active investigation renders a false complaint, the TNP will be fined \$55 for every hour the TNP Driver remains suspended.

Each second beyond each subsequent hour constitutes another hour and a separate fine.

\$50 towards the TNP Driver and \$5 to the City of Chicago.

- TNP Drivers who are proven to have committed assault or battery must remit 100% of the total trip fare: 90% to the rider, 5% to the TNP and 5% to the City of Chicago.
- Any criminal investigation initiated by a TNP Rider, after a TNP Investigation and subsequent Department of Administrative Hearings trial ruled a TNP Rider's



complaints as false, must render a guilty verdict in order for the TNP Driver's account status to be considered for deactivation.

***Reckless Driving Complaints: Re: Driving & Speeding, only Reckless Driving Complaints may be submitted against TNP Drivers***

**Standards of Proof:**

- IL Vehicle Code Definitions for reckless driving:
  - (625 ILCS 5/11-503) (from Ch. 95 1/2, par. 11-503)  
Sec. 11-503. Reckless driving; aggravated reckless driving.  
(a) A person commits reckless driving if he or she:  
(1) drives any vehicle with a willful or wanton disregard for the safety of persons or property; or  
(2) knowingly drives a vehicle and uses an incline in a roadway, such as a railroad crossing, bridge approach, or hill, to cause the vehicle to become airborne.
- Driving in excess of 26 mph above the posted speed limit on the interstate [from IL Vehicle Code - (625 ILCS 5/11-601.5)  
Sec. 11-601.5. Driving 26 miles per hour or more in excess of applicable limit.] and 20 mph above posted speed limit elsewhere within the City of Chicago.
- Allegations of reckless driving may be dismissed where the safety of the driver and/or the TNP Rider were threatened.

**Investigative Process:**

- All 12-hour time periods are 9am - 9pm CST.
- The TNP will be required to contact the TNP Driver, by phone, at their account phone number and backup phone number, up to 3 times within 1 hour; separately by email and text, to inform them of the complaint.

These protocols will create a presumption the TNP Driver was informed of the complaint.

- In the TNP app and by email, the TNP Driver will receive details of the complaint, no later than 1 hour after the complaint has been submitted, and will have 24 hours to rebut the claims made therein.
- If the TNP Driver fails to rebut the claims 24 hours after being informed, the TNP Driver will be suspended until a rebuttal is presented within 3 [or 7 days] after the 24 hour period.

If the TNP Driver fails to rebut within 3 [or 7] days after being informed of the complaint, the complaint will be presumed to be true and the TNP Driver will be fined for reckless driving.

- Using the same communication protocols, The TNP Rider will be notified that the TNP Driver has submitted evidence rebutting the TNP Rider's claim and will have 12 hours to rebut.
- If the TNP Rider fails to rebut the claims 24 hours after being informed of the TNP Driver's rebuttal, the TNP Rider will be suspended until a rebuttal is presented within 3 [or 7 days] after the 24 hour period.

If the TNP Rider fails to rebut within 3 [or 7] days after being informed of the complaint, the complaint will be presumed to be false and the TNP Rider will be fined a penalty for filing a false complaint.

- The TNP Driver will be able to rebut the TNP Rider's rebuttal to their evidence for up to 24 hours.

Both the TNP Driver and TNP Rider were given equal opportunity to respond to the original complaint and each other's rebuttals.

- Only if the TNP Rider and Driver dispute each other's accounts will a TNP agent be required to make a final judgment on the complaint based upon the preponderance of the evidence within 24 hours after the TNP Driver's final rebuttal: false or true.
- A TNP Driver may file an appeal for additional review by the City of Chicago's Department of Administrative Hearings and will receive a final determination no later than 30 days after the appeal has been filed.

The TNP will notify the TNP Rider and Driver of the appeal and the opportunity to offer 1 rebuttal/affirmation on the need for the appeal within 24 hours after notification.

An ALJ will review the case and any rebuttals/affirmations to the appeal and will determine if an appeal will go forward within 21 days after it's been filed.

If so, the TNP Rider and TNP Driver will be subject to the Department's Rules for redetermination.

If the Department finds the TNP's judgment to have blatantly ignored conclusive evidence which reverses the original decision, the TNP will be fined \$500.

**Penalties:**

- TNP Drivers who have 3 active reckless driving investigations will be suspended until 2 of the allegations are proven false.
- TNP Drivers who are proven to have committed 3 reckless driving violations will be subject to deactivation.
- TNP Drivers who are proven to have committed reckless driving must remit 100% of the total trip fare: 90% to the rider, 5% to the TNP and 5% to the City of Chicago.
- TNP Drivers who are proven to have committed reckless driving will be suspended until they have retrained on IL Safe Driving/TNP/City of Chicago Safe Driving Standards mandatory for TNP chauffeur license , pass a course requiring 2 hours behind the wheel and a road test from a certified driving instructor or institution in order to be reinstated.

The TNP must reinstate the TNP Driver no later than 1 hour after submission of completion or be assessed a \$55 fine for every hour the TNP Driver remains suspended: \$50 to the TNP Driver and \$5 to the City of Chicago.

***Amnesty for Wrongfully Deactivated TNP Drivers: Drivers deactivated due to non-credible investigations by TNPs entitled to Reinstatement***

- TNP Drivers deactivated by a TNP shall be reinstated within 30 days of this Ordinance becoming law if they were deactivated due to complaints which:
  - Did not contain details sufficient to verify
  - The TNP Driver never received the details of the complaints, incl: Time, duration, location and explicit nature of the alleged violation
  - The TNP Driver was never given an opportunity to credibly dispute the details of the complaints
  - Were not of reckless driving or Zero Tolerance violations
  - The TNP Rider did not request to be dropped off at a safe location during the TNP Trip immediately after the alleged acts of reckless driving or Zero Tolerance conduct occurred.
- TNPs who haven't reinstated qualifying TNP Drivers under this provision shall be fined \$450 per day a qualifying TNP Driver remains deactivated more than 30 days after this Ordinance becomes law: \$400 payable to the TNP Driver and \$50 payable to the City of Chicago.

Each second beyond each day constitutes another day and subsequent fine.

Exceptions:

- Complaints which were reported to law enforcement and rendered an admission of guilt or a guilty verdict.

Christopher Harkin  
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Christopher G. Harkin  
10/25/2022