The Commonwealth of Massachusetts

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INITIATIVE PETITION OF CHARLES DEWEY ELLISON, III AND OTHERS.

OFFICE OF THE SECRETARY.

BOSTON, JANUARY 16, 2024.

Steven T. James
Clerk of the House of Representatives
State House
Boston, Massachusetts 02133

Sir: — I herewith transmit to you, in accordance with the requirements of Article XLVIII of the Amendments to the Constitution an "Initiative Petition for a Law Defining and Regulating the Relationship Between Network Companies and App-Based Drivers for Purposes of the General and Special Laws," signed by ten qualified voters and filed with this department on or before December 6, 2023, together with additional signatures of qualified voters in the number of 91,666, being a sufficient number to comply with the Provisions of said Article.

Sincerely,

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth.

AN INITIATIVE PETITION.

Pursuant to Article XLVIII of the Amendments to the Constitution of the Commonwealth, as amended, the undersigned qualified voters of the Commonwealth, ten in number at least, hereby petition for the enactment into law of the following measure:

HOUSE . . . . No. 4256

The Commonwealth of Massachusetts

_____

In the One Hundred and Ninety-Third General Court
(2023-2024)

_____

An Act defining and regulating the relationship between network companies and app-based drivers for purposes of the General and Special Laws.

Be it enacted by the People, and by their authority, as follows:

1   SECTION 1.   The General Laws are hereby amended by inserting after chapter 159A1/2

2   the following chapter:

3   Chapter 159AA

4   Section 1. Title. This chapter shall be known as the "Relationship Between Network

5   Companies and App-Based Drivers Act."

6   Section 2. Purpose. The purpose of this chapter is to define and regulate the relationship

7   between network companies and app-based drivers. The chapter requires network companies to

8   provide app-based drivers with minimum compensation, healthcare stipends, earned paid sick

9   time, and occupational accident insurance that will operate uniformly throughout the

10   commonwealth, while protecting app-based drivers' freedom and flexibility to choose when, how

11   long, how often, and for whom they work.

12   Section 3. App-Based Driver Classification and Contractual Requirements.

13   (a) Notwithstanding any general or special law, or any rule or regulation promulgated

14   thereunder, for purposes of the general and special laws, an app-based driver, as defined in

15   section 4 of this chapter, is not an employee with respect to his or her relationship with a network

16   company and a network company is not an employer with respect to its relationship with an app-

17   based driver.

18   (b) The requirements in this section and sections 5 through 8 of this chapter are

19   incorporated into every contract made, modified, or renewed on or after the effective date of this

20   chapter between an app-based driver and a network company with regard to delivery services or

21   transportation services. Such contracts may contain supplemental terms that are in addition to

22   those required by this chapter.

23   (c) A network company shall not terminate a contract with an app-based driver, except on

24   grounds specified in the contract or as is required by law.

25   (d) A contract between a network company and an app-based driver shall provide app-

26   based drivers whose contracts are terminated by the network company the opportunity to appeal

27   such termination with the network company.

28   (e) A network company shall not, unless based upon a bona fide occupational

29   qualification or public or app-based driver safety need, refuse to contract with or terminate the

30   contract of an app-based driver based upon race, color, age, religious creed, national origin, sex,

31   gender identity, genetic information, ancestry, active military personnel, status as a veteran,

32   pregnancy or a condition related to said pregnancy including, but not limited to, lactation or the

33   need to express breast milk for a nursing child, or the handicap of a qualified handicapped person

34 or sexual orientation, which shall not include persons whose sexual orientation involves minor

35 children as the sex object.

36   (f) Nothing in this chapter applies to any contract in existence before the effective date of

37 this chapter.

38   Section 4. Definitions. For the purposes of this chapter, the following words shall have

39 the following meanings:

40   "App-based driver", a person who is a DNC courier, a TNC driver, or both, who has a

41 contract with a network company, and for whom the following requirements are met:

42   (a) the network company does not unilaterally prescribe specific dates, times of day, or a

43 minimum number of hours during which the app-based driver must be logged into the network

44 company's online-enabled application or platform;

45   (b) the network company may not terminate the contract of the app-based driver for not

46 accepting a specific transportation service or delivery service request except where refusal

47 constitutes a violation of governing federal, state, or local laws or regulations;

48   (c) the network company does not restrict the app-based driver from performing services

49 through other network companies except while performing services through the network

50 company's online-enabled application or platform; and

51   (d) the network company does not contractually restrict the app-based driver from

52 working in any other lawful occupation or business.

53   "Average ACA contribution", 82 per cent of the dollar amount of the average monthly

54 Health Connector premium.

55   "Average hourly earnings", an app-based driver's earnings during the 365 days

56   immediately prior to the day that earned paid sick time is used, divided by the total hours of

57   engaged time worked by the app-based driver on that network company's online-enabled

58   application or platform during that period.

59   "Average monthly Health Connector premium", the dollar amount published pursuant to

60   subsection (f) of section 6 of this chapter.

61   "Contract", a written agreement, which may be electronic, between an app-based driver

62   and a network company.

63   "Delivery Network Company" or "DNC", a business entity that (a) maintains an online-

64   enabled application or platform used to facilitate delivery services within the Commonwealth

65   and (b) maintains a record of the amount of engaged time and engaged miles accumulated by

66   DNC couriers.

67   "Delivery Network Company Courier" or "DNC courier", a person who provides delivery

68   services through a DNC's online-enabled application or platform.

69   "Delivery services", the fulfillment of a delivery request, meaning the pickup from any

70   location in the Commonwealth of any item or items and the delivery of the items using a private

71   passenger motor vehicle, bicycle, electric bicycle, motorized bicycle, scooter, motorized scooter,

72   walking, public transportation, or other similar means of transportation, to a location selected by

73   the customer located within 50 miles of the pickup location. A delivery request may include

74   more than 1, but not more than 30, distinct orders placed by different customers. Delivery

75   services may include the selection, collection, or purchase of items by a DNC courier, as well as

76   other tasks incident to a delivery. Delivery services do not include assistance with residential

77   moving services.

78   "Earnings", all amounts, including incentives and bonuses, remitted to an app-based

79   driver by a network company, provided that the amount does not include toll fees, cleaning fees,

80   airport fees, or other customer pass-throughs. Amounts remitted are net of service fees or similar

81   fees charged to the app-based driver by the network company. Amounts remitted do not include

82   tips or gratuities.

83   "Earnings period", a recurring period of time, set by the network company, not to exceed

84   14 consecutive calendar days.

85   "Engaged miles", all miles traveled during engaged time in a private passenger motor

86   vehicle that is not owned, leased, or rented by the network company, or any of its affiliates.

87   Network companies may exclude miles if doing so is reasonably necessary to remedy or prevent

88   fraudulent use of the network company's online-enabled application or platform.

89   "Engaged time", (a) subject to the conditions set forth in subsection (b) in this definition,

90   the period of time, as recorded in a network company's online-enabled application or platform,

91   from when a app-based driver accepts a request for delivery or transportation services to when

92   the driver fulfills that request. For requests that are scheduled in advance and for which the app-

93   based driver accepts the request but is not immediately en route to fulfill that request, a driver

94   shall only be considered engaged on a network company's platform when the app-based driver is

95   en route to fulfill that scheduled request, regardless of when the app-based driver accepted the

96   request.

97   (b) Engaged time shall not include (1) any time spent performing delivery or

98   transportation services after the request has been cancelled by the customer; or (2) any time spent

99   on a request for delivery or transportation services where the app-based driver abandons

100   performance of the service prior to completion. Network companies may also exclude time if

101   doing so is reasonably necessary to remedy or prevent fraudulent use of the network company's

102   online-enabled application or platform.

103   "Health Connector", the Commonwealth Health Insurance Connector Authority

104   established by chapter 58 of the acts of 2006 and section 2 of chapter 176Q of the Massachusetts

105   General Laws.

106   "Minimum wage", the state mandated minimum wage for all industries as provided by

107   section 1 of chapter 151 of the Massachusetts General Laws.

108   "Net earnings", all earnings received by an app-based driver in an earnings period.

109   "Net earnings floor", means the amount determined under subsection (c) of Section 5 of

110   this chapter, against which an app-based driver's net earnings are compared.

111   "Network company", a business entity operating as:

112   (a) a delivery network company;

113   (b) a transportation network company; or

114   (c) both.

115   "Person", shall have the same definition as provided in clause twenty-third of section 7 of

116   chapter 4 of the Massachusetts General Laws.

"Private passenger motor vehicle," any passenger vehicle which has a vehicle weight rating or curb weight of 6,000 lbs. or less as per manufacturer's description of said vehicle or is a sport utility vehicle, passenger van, or pickup truck.

"Qualifying health plan", a health insurance plan in which the app-based driver is the subscriber, that is not paid for in frill or in part by any current or former employer, and that is not a Medicare or Medicaid plan.

"Quarter", each of the following 4 time periods: (a) January 1 through March 31; (b) April 1 through June 30; (c) July 1 through September 30; (d) October 1 through December 31.

"Transportation network company" or "TNC", has the same meaning as provided in section 1 of chapter 159Al/2 of the Massachusetts General Laws.

"Transportation network company driver" or "TNC driver", a Transportation network driver, as defined in section I of chapter 159A1/2 of the Massachusetts General Laws, that provides transportation services, or a person operating a livery vehicle as defined in 540 CMR 2.00 on a TNC's digital network, as defined in section I of chapter 159A1/2.

"Transportation services", the provision of transportation facilitated by the digital network, as defined in section I of chapter 159Al/2 of the Massachusetts General Laws, of a TNC for which the pickup of the passenger occurs in the Commonwealth.

Section 5: Guaranteed Earnings Floor.

(a) A network company shall ensure that for each earnings period, an app-based driver is compensated at not less than the net earnings floor as set forth in this section. The net earnings floor establishes a guaranteed minimum level of compensation for app-based drivers that cannot

138   be reduced. In no way does the net earnings floor prohibit app-based drivers from earning a

139   higher level of compensation.

140   (b) For each earnings period, a network company shall compare an app-based driver's net

141   earnings against the net earnings floor for that app-based driver during the earnings period. In the

142   event that the app-based driver's net earnings in the earnings period are less than the net earnings

143   floor for that earnings period, the network company shall include an additional sum accounting

144   for the difference in the app-based driver's earnings no later than during the next earnings period.

145   (c) For all earnings periods, the net earnings floor shall be the sum of:

146   (i) The product of 120 per cent of the minimum wage and the number of hours of

147   engaged time during that earnings period.

148   (ii) (A) The product of the per-mile compensation for vehicle expenses set forth in this

149   clause and the total number of engaged miles traveled during that earnings period.

150   (B) After the effective date of this chapter and for the 2025 calendar year, the per-mile

151   compensation for vehicle expenses shall be 28 cents per engaged mile. For calendar years after

152   2025, the amount per engaged mile shall be adjusted pursuant to the following subsection (d).

153   (d) For calendar years following 2025, the executive office of labor and workforce

154   development shall adjust the per-mile compensation amount under subsection (c) annually to

155   reflect the percentage increase, if any, in the state minimum wage that is set to take effect that

156   calendar year. The executive office of labor and workforce development shall calculate and

157   publish the adjustments required by this subsection no later than November 30 of the year prior

158   to the increase taking effect. The adjusted compensation rates shall take effect on the later of

159   January 1 or the sixty-first day following publication. If the executive office of labor and

160   workforce development does not publish an increase as required by this subsection, no increase

161   in the compensation amounts shall occur.

162   (e) Nothing in this section shall be interpreted to require a network company to provide a

163   particular amount of compensation to an app-based driver for any given transportation or

164   delivery request, as long as the app-based driver's net earnings for each earnings period equals or

165   exceeds that app-based driver's net earnings floor for that earnings period as set forth in

166   subsection (b) of this section.

167   Section 6. Healthcare Stipend.

168   (a) Consistent with the average contributions required under the federal Patient Protection

169   and Affordable Care Act, Pub. L. 111-148 (March 23, 2010), a network company shall provide a

170   quarterly healthcare stipend to app-based drivers who meet the conditions set forth in this

171   section. An app-based driver that averages the following amounts of engaged time per week on a

172   network company's platform during a quarter that commences on or after January 1, 2025 shall

173   receive the following stipends from that network company:

174   (1) For an average of 25 hours or more per week of engaged time in the quarter, a

175   payment greater than or equal to 100 per cent of the average ACA contribution for the applicable

176   average monthly Health Connector premium for each month in the quarter.

177   (2) For an average of at least 15 but less than 25 hours per week of engaged time in the

178   quarter, a payment greater than or equal to 50 per cent of the average ACA contribution for the

179   applicable average monthly Health Connector premium for each month in the quarter.

180   (b) At the end of each earnings period, a network company shall provide to each app-

181   based driver the following information:

182   (l) The total number of hours of engaged time the app-based driver recorded in the

183   network company's online-enabled application or platform during that earnings period.

184   (2) The number of hours of engaged time the app-based driver has recorded in the

185   network company's online-enabled application or platform during the current quarter up to that

186   point.

187   (c) The Health Connector may adopt or amend regulations as it deems appropriate to

188   implement this section, including to permit app-based drivers receiving stipends pursuant to this

189   section to enroll in health plans offered through the Health Connector.

190   (d)(l) As a condition of providing the healthcare stipend set forth in subsection (a), a

191   network company may require an app-based driver to submit proof of current enrollment in a

192   qualifying health plan as of the last day of the quarter for which the stipend would be provided.

193   Proof of current enrollment may include, but is not limited to, health insurance membership or

194   identification cards, evidence of coverage and disclosure forms from the health plan, or claim

195   forms and other documents necessary to submit claims.

196   (2) An app-based driver shall have not less than 15 calendar days from the end of the

197   quarter to provide proof of enrollment as set forth in paragraph (1) of this subsection.

198   (3) A network company shall provide a healthcare stipend due for a quarter under

199   subsection (a) within 15 days of the end of the quarter or within 15 days of the app-based driver's

200   submission of proof of enrollment as set forth in paragraph (l) of this subsection, whichever is

201   later.

202   (e) Nothing in this section shall be interpreted to prevent an app-based driver from

203   receiving a healthcare stipend from more than one network company for the same quarter.

204   (f)(l) On or before 14 days following the effective date of this section, and on or before

205   each September 1 thereafter, the Health Connector shall publish the average statewide monthly

206   premium paid, or anticipated to be paid, by an individual for the following calendar year for a

207   Health Connector bronze tier health insurance plan, or any future successor equivalent plan.

208   (2) When computing the average as required by paragraph (1) of this subsection, the

209   Health Connector shall divide the total monthly premium paid, or anticipated to be paid, by all

210   enrollees in an individual Health Connector bronze tier health insurance plan, or any future

211   successor equivalent plan, by the total number of individuals in the commonwealth who are

212   enrolled in, or anticipated to be enrolled in, such plans.

213   (g) This section shall become inoperative in the event that the United States or the

214   commonwealth implements a single-payer universal healthcare system or substantially similar

215   system that expands coverage to the recipients of stipends under this section.

216   Section 7. Paid Sick Time. Network companies shall provide app-based drivers with

217   earned paid sick time as set forth in this section.

218   (a) "Earned paid sick time", is the time provided by a network company to an app-based

219   driver as calculated under subsection (c) of this section. For each hour of earned paid sick time

220   used by an app-based driver, the network company shall compensate the app-based driver at a

221   rate equal to the greater of the following:

222   (l) The app-based driver's average hourly earnings, as defined in section 4 of this chapter;

223   or

224   (2) 120 per cent of the minimum wage.

225   (b) An app-based driver shall only use earned paid sick time for the same reasons set

226   forth for employees in paragraph (l) through paragraph (4) of subsection (c) of section 148C of

227   chapter 149 of the Massachusetts General Laws.

228   (c) A network company shall provide a minimum of one hour of earned paid sick time for

229   every 30 hours of engaged time recorded on or after the effective date of this section by an app-

230   based driver in the network company's online-enabled application or platform. App-based drivers

231   shall be entitled to first use accrued earned paid sick time upon recording 90 hours of engaged

232   time on the network company's online-enabled application or platform. From that day forward,

233   an app-based driver may use earned sick time as it accrues. A contract between a network

234   company and an app-based driver may require the app-based driver to use earned paid sick time

235   in increments of up to 4 hours.

236   (d) App-based drivers may carry over up to 40 hours of unused earned paid sick time to

237   the next calendar year, but are not entitled to use more than 40 hours in one calendar year.

238   Network companies shall not be required to pay out unused earned paid sick time. If an app-

239   based driver does not record any engaged time in a network company's online-enabled

240   application or platform for 365 or more consecutive days or the app-based driver's contract with

241   a network company is terminated, any unused earned paid sick time accrued up to that point with

242   that network company shall no longer be valid or recognized.

243   (e) A network company may require certification when an app-based driver makes a

244   request to use more than 24 hours of earned paid sick time in a 72-hour period or when

245   reasonably necessary to prevent fraud. Any reasonable documentation signed by a health care

246   provider indicating the need for earned paid sick time taken shall be deemed acceptable

247   certification for absences. Nothing in this section shall be construed to require an app-based

248   driver to provide as certification any information from a health care provider that would be in

249   violation of federal law.

250   Section 8. Occupational Accident Insurance.

251   (a) For the purposes of this section, the following words shall have the following

252   meanings:-

253   (1) "Average weekly earnings", the app-based driver's total earnings from all network

254   companies during the 28 days prior to the accident divided by four.

255   (2) "Online", the time when an app-based driver is utilizing a network company's online-

256   enabled application or platform and can receive requests for transportation services or delivery

257   services from the network company or during engaged time.

258   (3) "Maximum weekly compensation rate", has the same meaning as provided in section

259   1 of chapter 152 of the Massachusetts General Laws.

260   (4) "Minimum weekly compensation rate", has the same meaning as provided in section 1

261   of chapter 152 of the Massachusetts General Laws.

262   (b) Each network company, within 240 days of the effective date of this chapter, shall

263   purchase occupational accident insurance, as described in this section, for all app-based drivers

264   who provide transportation or delivery services through the network company's online-enabled

265   application or platform.

266   (c) Each network company shall file with the division of insurance, no later than 30 days

267   after the commencement of a new policy year, a copy of the policy it has purchased for DNC

268   couriers and TNC drivers, respectively. The division of insurance shall be treated by the insurer

269   as a certificate holder for purposes of receiving notice of cancellation of the policy.

270   (d) The occupational accident insurance policy required under subsection (b) shall cover

271   medical expenses and lost income resulting from injuries suffered while the app-based driver is

272   online with a network company's online-enabled application or platform. Policies shall at a

273   minimum include a total combined single limit of $1,000,000 per accident and provide for

274   payment of benefits to a covered individual as follows:

275   (1) Coverage for medical expenses incurred, up to at least $1,000,000 and for up to 156

276   weeks following the injury;

277   (2) Continuous total disability payments, temporary total disability payments, and partial

278   disability payments for injuries that occur while the app-based driver is online equal to 66 per

279   cent of the app-based driver's average weekly earnings as of the date of injury but not more than

280   the maximum weekly compensation rate, unless the average weekly earnings of the app-based

281   driver is less than the minimum weekly compensation rate, in which case the weekly

282   compensation shall be equal to the app-based driver's average weekly earnings. Payments under

283   this paragraph shall be made for up to the first 156 weeks following the injury;

284   (3) For the benefit of spouses, children, or other dependents of app-based drivers,

285   accidental death insurance in the amount equal to 66 per cent of the app-based driver's average

286   weekly earnings as of the date of injury but not more than the maximum weekly compensation

287   rate, unless the average weekly earnings of the app-based driver is less than the minimum weekly

288   compensation rate, in which case the weekly compensation shall be equal to the app-based

289   driver's average weekly earnings, times 156 weeks for injuries suffered by an app-based driver

290   while the app-based driver is online with the network company's online-enabled application or

291   platform that result in death; and

292   (4) When injuries suffered by an app-based driver while the app-based driver is online

293   result in death, an amount to pay for reasonable burial expenses not to exceed eight times the

294   maximum weekly compensation rate.

295   (e) Occupational accident insurance under subsection (d) of this section shall not be

296   required to cover an accident that occurs while online but outside of engaged time where the

297   injured app-based driver is in engaged time on one or more other network company platforms or

298   where the app-based driver is engaged in personal activities. If an accident is covered by

299   occupational accident insurance maintained by more than one network company, the insurer of

300   the network company against whom a claim is filed is entitled to contribution for the pro-rata

301   share of coverage attributable to one or more other network companies up to the coverages and

302   limits in subsection (d).

303   (f) Any benefits provided to an app-based driver under this section shall be considered

304   amounts payable under an app-based driver's compensation law or disability benefit for the

305   purpose of determining amounts payable under any insurance provided under section 113L of

306   chapter 175 of the Massachusetts General Laws or for personal injury protection, as defined in

307   section 34A of chapter 90 of the Massachusetts General Laws.

308   Section 9. Implementation.

309   Chapter 159AA of the Massachusetts General Laws shall take effect on the later of

310   January 1, 2025, or as provided in Article 48 of the Amendments to the Massachusetts

311   Constitution, as amended.

FIRST TEN SIGNERS

Name	Residence	City or Town
Charles Dewey Ellison, III	195 West Canton Street, # 2	Boston
Abigail Kennedy Horrigan	114 Eastern Avenue	Woburn
Brian Gitschier	58 East Springfield Street, # 2	Boston
Daniel A. Svirsky	248 School Street	Watertown
Sean A. Rogers	9 Atkins Street, # 1	Boston
Caitlin Donovan	16 Fox Run Road	Dover
Brendan M. Joyce	79 Breakneck Road	Sturbridge
Troy B. McHenry	402 Ashmont Street, # 1	Boston
Kimberly Ann Ahern	15 Pond Street	Boston
Christina M. Ellis-Hibbett	563 Ashmont Street	Boston

CERTIFICATE OF THE ATTORNEY GENERAL.

September 6, 2023.

Honorable William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Room 1705
Boston, Massachusetts 02108

RE: Initiative Petition No. 23-25: Initiative Petition for A Law Defining and Regulating the Relationship Between Network Companies and App-Based Drivers for Purposes of the General and Special Laws – Version B

Dear Secretary Galvin:

  In accordance with the provisions of Article 48 of the Amendments to the Massachusetts Constitution, I have reviewed the above-referenced initiative petition, which was submitted to me on or before the first Wednesday of August of this year.

  I hereby certify that this measure is in proper form for submission to the people; that the measure is not, either affirmatively or negatively, substantially the same as any measure which has been qualified for submission or submitted to the people at either of the two preceding biennial state elections; and that it contains only subjects that are related or are mutually dependent and which are not excluded from the initiative process pursuant to Article 48, the Initiative, Part 2, Section 2.

  In accordance with Article 48, I enclose a fair, concise summary of the measure.

    Sincerely,

      ANDREA JOY CAMPBELL,
      Attorney General.

Enclosure.

SUMMARY OF 23-25.

This proposed law would specify that rideshare and delivery drivers who accept requests through an online-enabled application are not "employees" and that rideshare and delivery companies are not "employers" for purposes of Massachusetts laws. This proposed law would also specify alternative minimum compensation and benefits for rideshare and delivery drivers.

The proposed law would apply to drivers for rideshare and delivery companies who use digital applications and who are (1) not required to work specific days or hours; (2) not required to accept specific requests; (3) not restricted from working with multiple rideshare or delivery companies; and (4) not restricted from working in any other lawful occupation or business.

The proposed law would require rideshare and delivery companies to provide drivers with a guaranteed amount of minimum compensation, equal to 120 percent of the Massachusetts minimum wage, for time spent completing requests for transportation or delivery, plus a per-mile amount for each mile driven in a privately-owned vehicle while completing a request. The per-mile amount would start at 28 cents and be adjusted yearly to increase by any percentage increase made to the Massachusetts minimum wage. The minimum compensation calculation would exclude time spent by a driver between completing one request and accepting another request. A driver whose earnings, not including tips and gratuities, fall below the minimum compensation amount would be paid the difference to be brought up to the minimum compensation amount.

The proposed law would require rideshare and delivery companies to provide some drivers with a healthcare stipend. Drivers who average 25 hours or more per week completing requests for transportation or delivery services with a company would receive a full stipend for an average individual plan offered through the Health Connector, and drivers who average between 15 and 25 hours per week completing requests for transportation or delivery services with a company would receive a 50 percent stipend.

The proposed law would require rideshare and delivery companies to provide drivers with a minimum of one hour of paid sick time for every 30 hours spent completing requests for transportation or delivery services with that company.

The proposed law would require rideshare and delivery companies to purchase accident insurance to provide some disability and medical benefits for drivers who are injured or killed while online with the company's application or platform.

The proposed law would prohibit rideshare and delivery companies from terminating the contract of a driver, or refusing to contract with a driver, based on race, sex, sexual orientation, or other protected characteristics

unless based upon a bona fide occupational qualification or a safety need. Companies would be required to provide a driver who is terminated with an opportunity to appeal the termination with the network company.

The proposed law would take effect on January 1, 2025.