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CONFIDENTIAL ATTORNEY-CLIENT
PRIVILEGED MEMORANDUM

DATE: January 28, 2014

TO: Hotel Association of New York City, Inc.
Labor Relations Members
General Managers, Human Resources Directors and Controllers

FROM: Kane Kessler, P.C.
Labor and Employment Law Department

DECISIONS FROM THE OFFICE OF THE IMPARTIAL CHAIRPERSON - 2013 REPORT NO. 2

During the second six months of 2013, the Office of the Impartial Chairperson rendered a number of significant decisions. The following represents a summary of those decisions which, we hope, will be of assistance to you in making labor relations and personnel decisions.

During this period, 255 cases were heard at mediation, the vast majority of which were settled prior to arbitration – approximately 88.5%. If you have a case that will settle at mediation, we continue to encourage you to contact us in advance so that we can discuss with you the complete terms of any settlement which will be reduced to agreement form.

If you have any questions concerning a case reported in the summary or regarding issues that may arise, do not hesitate to contact David R. Rothfeld, Judith A. Stoll, Niki J. Franzitta, Lois M. Traub, Alexander Soric or Robert L. Sacks.

cc: Joseph E. Spinnato, Esq.
Geoffrey A. Mills, Chairman

DISCIPLINE AND DISCHARGE

Physical altercations

Case No. 2013-33, July 9, 2013
Arbitrator: Shriftman

The Hotel discharged a ten-year Bus Attendant for engaging in a physical altercation with a Dining Room Captain (who had resigned prior to the hearing). A Cocktail Server testified that he initially observed the Grievant and the Captain arguing and that he then witnessed the Captain kick the Grievant, causing him to fall to the floor. The Server testified that the Grievant stood up from the ground, picked up a tray, raised it over his head and charged toward the Captain, appearing as though he intended to hit him. Several employees and a manager who were present managed to get in between the two to end the altercation. The Grievant testified that he was putting away the dish trolley when the Captain appeared and pushed the cart, causing some plates to fall and shatter. The Grievant testified that after some more back and forth between him and the Captain, the Captain kicked him, causing him to fall to the floor. The Grievant maintained that when he tried to stand up, the Captain pushed him and that he lost all recollection of what happened next, but denied picking up a tray and also denied pushing or hitting the Captain at any time. Impartial Chairperson Shriftman did not find the Grievant to be truthful in his claim that he had no recollection of chasing after the Captain with the tray and, citing the longstanding practice in the Hotel Industry providing an employer just cause to discharge employees who engage in physical violence unless their conduct was purely defensive in nature, IC Shriftman determined that although the evidence was clear that the Captain instigated the altercation, the Grievant's actions were not purely defensive in nature since he lifted a tray over his head and charged at the Captain with the intent to hit him. Accordingly, IC Shriftman found that the Hotel had just cause to discharge the Grievant.

Case No. 2013-34, July 10, 2013
Arbitrator: Ross

The Hotel discharged a five-year Houseperson for engaging in a physical altercation with another Houseperson. The Assistant Director of Housekeeping testified that she directed one of the Grievant's coworkers, another Houseperson, to mop up a mess on the lobby staircase. The Houseperson refused the assignment claiming that it was not part of his job, and the Grievant, dressed in street clothes and about to leave, told the Houseperson that the duty was part of his job. An argument ensued and the Houseperson said "F*** you" to the Grievant and the Grievant replied, "F*** you back." The Assistant Director further testified that the two were standing very close together and that the Grievant said to the Houseperson, "Your mouth touched mine" before shoving the Houseperson across the room, causing him to hit the wall and fall to the floor. The Grievant testified that he tried to incentivize the Houseperson to do the work by informing him that he would receive extra pay for the work, that he kept trying to calm the Houseperson down and that he tried to walk away, but the Houseperson followed him. The Grievant admitted that he pushed the Houseperson but maintained that it was not a fight. He added that the Houseperson was "in his face" and that he had to wipe the Houseperson's saliva off his mouth. The Hotel conceded the Houseperson's culpability and that he was the aggressor, but chose to terminate the Grievant because it felt that the push was sufficient to establish that he had engaged in violence. Impartial Chairperson Ross found that, from the beginning of the interaction, the Grievant was acting as a peacemaker by trying to calm the Houseperson down and by attempting to leave several times during the conversation. IC Ross explained that the push, though forceful, was a

reaction to the Houseperson's close proximity to the Grievant's face. Accordingly, IC Ross converted the termination into a time-served suspension without pay and added that the case shall have no precedential value.

Inappropriate and unprofessional behavior

Case No. 2013-30, June 25, 2013
Arbitrator: Drogin

The Hotel discharged a Server for unsanitary work practices. A Bus Attendant/Delegate reported to management that, after expressing her dissatisfaction with a 13% tip that a party of five had left on a bill, the Grievant had spit into five glasses of water that were about to be served to those guests. The Delegate testified that he told the Grievant that what she did was not acceptable, dumped out the water, and prepared new glasses to bring to the table. No other witnesses were present when the incident occurred, and the incident occurred out of sight of any security cameras. The Grievant was called into Human Resources and was informed that someone had accused her of spitting in guests' water glasses. The Grievant claimed the accusation must have come from the Delegate since he was the only one working that day, and that she did not pay much attention to him because of a prior incident between the two. The Grievant denied spitting in the water glasses and maintained that the Delegate was crazy. The Director of Human Resources testified that her decision to terminate the Grievant was based on three factors: the seriousness of the offense, the Grievant's previous IC awarded seven-day suspension resulting from a prior incident in which the Grievant violated the same safety practices (the Grievant had picked up and was going to give a guest a used caviar jar from the trash), and the weight carried by a Delegate's testimony against a fellow Union member. The Director of Human Resources testified that at the time she made the decision to terminate the Grievant, she was unaware of a prior, unrelated arbitration decision against the Delegate by another Hotel finding him to have serious psychological problems and directing him to enroll in MHAP. Impartial Chairperson Drogin had a difficult time determining credibility between the two employees, both of whom had a record of wrongdoing. Ultimately, IC Drogin determined that the Hotel had not met the high burden necessary for a discharge case and ordered reinstatement of the Grievant with full back pay.

Case No. 2013-52, November 19, 2013
Arbitrator: Shriftman

The Hotel discharged a six-year Steward for unlawfully audio recording his co-workers. Prior to the triggering incident, the Grievant had complained to management that he was being harassed by a coworker. The Hotel conducted an investigation, but because of lack of corroboration, the Hotel was unable to conclude that the coworker had engaged in the alleged harassment. The Grievant subsequently took it upon himself to obtain evidence of his coworker's comments by placing and leaving unattended an audio recording device in his own locker in the hopes of catching the coworker in the act of making threats to the Grievant. Upon learning about the audio recording, the Hotel initially gave the Grievant a written warning because it believed that the Grievant was present for the conversations recorded, providing the minimum required consent for an audio recording under New York State law. However, during its investigation, the Hotel learned that the Grievant admittedly was not present in the locker room when the recorded conversation took place. The Grievant's secret recording of the locker room constituted a violation of Hotel policy and New York State penal law, and because of the gravity of the

misconduct, the Hotel decided to terminate the Grievant. Impartial Chairperson Shriftman did not agree with the Union's argument that this was a case of double jeopardy, explaining that newly discovered material evidence forms a legitimate basis for a change in the level of punishment. IC Shriftman further added that the misconduct was egregious and, based on the Grievant's relatively short tenure with the Hotel, he was not entitled to the benefit of the mitigation doctrine. Accordingly, IC Shriftman sustained the discharge.

Theft; theft of time

Case No. 2013-32, July 3, 2013
Arbitrator: Ross

The Hotel proposed the discharge of a 13-year Security Officer/Delegate for theft of time. The Delegate was scheduled to work a triple shift on the day in question: the first from 7:00 a.m. to 3:00 p.m., his normal shift from 3:00 p.m. to 11:00 p.m., and a third shift from 11:00 p.m. to 7:00 a.m. The Delegate took his one-hour meal break at 2:00a.m., at which point Hotel records show that the Delegate entered a guest room where a Housekeeping Manager was staying for the night. The Delegate did not leave the room until 4:29 a.m., indicating that he surpassed his allotted meal period by about an hour and a half. The Union argued that the Delegate was entitled to mitigation due to his unblemished record and because a manager aided him in his misconduct. Impartial Chairperson Ross disagreed with the Union and found that the Delegate committed a serious offense which was worsened by the fact that the Hotel is a large one with substantial security issues and the Delegate was the only Security Officer on duty that evening. Accordingly, IC Ross sustained the discharge.

Case No. 2013-39, August 30, 2013
Arbitrator: Drogin

The Hotel discharged a 15-year Room Attendant for theft of time, falsification of documents and dishonesty. On the first day in question, the Grievant was scheduled to work until 2:30 p.m. She did not punch out using the electronic punch-out system that day and instead completed a manual time sheet and wrote in "2:30 p.m." as her "punch-out" time. The Housekeeping Manager was looking for the Grievant on her assigned floor shortly after 2:00 p.m. but did not find her. He found it odd that the Grievant was not in her assigned section because she had not finished her assigned rooms, nor had she requested or received permission to leave early, which is required of Room Attendants when they do not finish their assignment. The Hotel conducted an investigation and, after reviewing video surveillance, discovered that the Grievant left the building at 2:19 p.m. that day, even though she had written 2:30 p.m. on her time sheet. The investigation also revealed that there was another occasion when the Grievant had not punched out using the electronic punch-out system and had written "2:30 p.m." on the manual time sheet, but had actually left the building at 2:15 p.m. The Grievant did not deny her knowledge of the Hotel's policy, but claimed that she had tried to get permission to leave early but was unable to reach a manager. The Grievant also attempted to justify her early departures by stating that she did not take full lunch hours. The Hotel reviewed surveillance footage for the preceding three weeks and found that her claim of shortened lunch breaks was not true. The Union urged Impartial Chairperson Drogin to apply the mitigation doctrine. IC Drogin found that the Grievant's dishonesty during the investigation and again during her testimony precluded the application of the mitigation doctrine, despite the Grievant's 15-year tenure, unblemished record, and theft of only a minimal amount of time—roughly 15 minutes. IC Drogin stressed that Hotels

have a strong interest in preventing any kind of theft or dishonesty on the part of its employees and sustained the discharge.

Case No. 2013-48, October 10, 2013
Arbitrator: Blyer

The Hotel discharged a seven-year Room Attendant for falsification of Hotel records. On the date in question, the Grievant noted on her assignment sheet that she serviced a particular apartment which is a private residence within the Hotel, one which she had been responsible for servicing five days per week for the past seven years. The Grievant indicated on the assignment sheet that she serviced the room between 2:10 and 2:40 p.m. and that the room was a "sleep out" (meaning the apartment had not been occupied the night before). However, at around 5:30 p.m. that day, the apartment owner called the Hotel to complain that the apartment had not been serviced—the bed was not made and a breakfast tray was found in the room. The Hotel immediately assigned another Room Attendant to service the room and commenced an investigation to determine why the room had not been serviced. The Grievant initially insisted that she did clean the room on the day in question, but after being presented with evidence to the contrary, the Grievant admitted that she had not cleaned the room, and claimed that she mistakenly entered the information on the Room Assignment Sheet. Impartial Chairperson Blyer did not credit the Grievant's account that her entry was a mistake and noted that it was more likely that the Grievant, who was admittedly aware that on the majority of nights, the apartment owner did not sleep in the apartment, assumed that the owner did not sleep there that night and marked the room as a "sleep out" on the assignment sheet. IC Blyer found that the Grievant intentionally falsified records and received compensation for a thirty minute period during which she did not work. Based on the Grievant's dishonesty during the investigation, her blemished disciplinary history, and the Hotel's strong interest in preventing any kind of theft or dishonesty on the part of its employees, IC Blyer upheld the discharge.

Sleeping While on Duty

Case No. 2013-38, August 30, 2013
Arbitrator: Blyer

The Hotel discharged a 13-year Night Cleaner for sleeping in an unauthorized area past his break time, and for sleeping in an area that was visible to guests walking in the lobby. The Grievant was scheduled to work a shift from 11:30 p.m. until 7:00 a.m., with a scheduled break from 3:30 a.m. to 4:00 a.m. At around 3:07 a.m., the Grievant left the bar he was cleaning and went elsewhere. He did not return to the bar until 3:38 a.m., eight minutes into his break. At that time, he dimmed the lights in the bar, laid down on a couch to the side of the entrance, and went to sleep. At around 4:00 a.m., a Housekeeping Manager noticed the Grievant sleeping in the bar through the restaurant's windows. The Manager left and returned to the bar with a delegate about ten minutes later and proceeded to wake the Grievant. The Manager informed him that he was in an unauthorized area, and that it was inappropriate for him to be sleeping there because he was visible to guests. During the investigation, the Grievant denied sleeping but admitted to being in the bar and explained that he did so because he did not want to walk all the way to the cafeteria for his break. When questioned about where he was before his break, the Grievant explained that he was cleaning the finance area, even though surveillance footage did not show the Grievant in the stairwell going to or coming from the finance area at any point during that time period. During his testimony, the Grievant later admitted to sleeping and claimed that it was because of

medication that made him drowsy, even though he had been taking the medication for years and the medication was not imperative to his health. It was undisputed that the Grievant was on his break and was entitled to sleep during his break, but his misconduct stemmed from sleeping in an unauthorized area which he knew he was not supposed to be in and that was visible to the public, sleeping with the intention of sleeping beyond the end of his break, and being unable to account for his whereabouts for a 20 minute period before his break. Additionally, the Grievant had previously received a lengthy suspension one year earlier for not being in his assigned work area. Impartial Chairperson Blyer noted that the Grievant was guilty of "nesting," which is a terminable offense in the industry and accordingly, he upheld the discharge.

Dishonesty

Case No. 2013-50, November 8, 2013
Arbitrator: Drogin

The Hotel proposed the discharge of a two-year Room Attendant/Delegate for instigating an altercation, threatening a co-worker, and dishonesty. The Delegate and another Room Attendant were previously involved in a scheduling issue that, while subsequently resolved, resulted in lingering resentment. On the day of the triggering incident, while the Delegate was in the locker room, she claimed that the Room Attendant pushed her against the locker by her left shoulder and said "Listen well you little b****..." The Delegate went to the Housekeeping Office and reported it to the Housekeeping Manager and asked him to call the police. The Housekeeping Manager refused to call the police, the Delegate called the police on her own accord, showed them a bruise on her shoulder and told them that she had been assaulted by the Room Attendant. The police arrested the Room Attendant and escorted her from the Hotel in handcuffs. The testimony of several witnesses contradicted the Delegate's account of the day's events. One witness testified that during the meeting with the Housekeeping Manager, she informed the Delegate that it was she, not the Room Attendant, who had touched the Delegate's shoulder, and that it was only to restrain the Delegate, who was "freaking out and jumping about wildly." The Housekeeping Manager and witness both corroborated that after learning of this information during the meeting, the Delegate responded to the effect of, "you are the one who did this –I should have you arrested." Additionally, the Union submitted a photo of a bruise on the Delegate's shoulder taken by her husband that evening, but all of the witnesses testified that the bruise in the photo was not on her person after the alleged incident. The Housekeeping Manager testified that he saw a red mark on her shoulder during the meeting, but it was not the same as the bruise in the photograph. Other witnesses testified that they did not see any mark on her shoulder. Another witness, a Runner who the Delegate denied knowing even though the Runner credibly testified of numerous interactions between the Delegate and herself, claimed the Delegate had showed her her arm that evening, but there was no mark on it. The Delegate then went into the bathroom, came out and showed the Runner her arm again and said (referring to the Room Attendant) "this b**** is going to jail because she punched me." When she came out of the bathroom stall there was a mark on her arm, but it still did not match the mark in the photograph. Lastly, another co-worker who did not witness the alleged incident testified that when she entered the locker room that day, the Delegate pulled her aside and attempted to bribe her to lie that the Room Attendant hit the Delegate. Based on the testimony of multiple credible witnesses, Impartial Chairperson Drogin found that the Room Attendant did not strike the Delegate, and that the Delegate intentionally lied in a conscious effort to have her co-worker arrested. Because of the Hotel's strong interest in maintaining the integrity of its internal

employee complaint procedure and its general rule of employee dishonesty, IC Drogin approved the discharge.

Insubordination

Case No. 2013-47, September 25, 2013
Arbitrator: Drogin

The Hotel issued a three-day suspension to a Server for insubordination. It was undisputed that on the day in question, the Grievant briefly left the Hotel's premises on four separate occasions throughout the day, and did the same on one occasion during the following day as well. The issue was not that the Grievant left the premises, since the Hotel allows employees to take short breaks throughout the day as long as they inform a co-worker or manager. The issue was that after the Grievant's first short break, his Manager asked him to inform a manager or another member of the staff of his whereabouts before leaving his work area. After the Manager reminded Grievant of this policy, he subsequently violated it by leaving the premises several times without informing a co-worker or manager, and thus, the Hotel concluded that the Grievant was insubordinate. Based on the testimony of several witnesses, Impartial Chairperson Drogin determined that the Grievant deliberately walked off to the bathroom while his Manager tried to explain that he needs to inform a co-worker or manager if he is stepping outside, and intentionally failed and refused to follow this instruction when he later left the building three additional times that day, and once the next day, only informing a co-worker of his whereabouts on one of the four subsequent occasions. However, because the Hotel had applied progressive discipline for such offenses in the past and this was the first time the Grievant was disciplined for insubordination, IC Drogin reduced the three-day suspension to a one-day suspension without pay.

Violation of Voluntary Settlement Agreement

Case No. 2013-44, September 11, 2013
Arbitrator: Ross

The Hotel proposed the discharge of a Houseperson/Delegate for violation of a Voluntary Settlement Agreement ("VSA"). In April, the parties entered into a VSA which converted the proposed termination of the Delegate into a one-week suspension, conditioned upon the Delegate's enrollment in and successful completion of the treatment recommended by the Hotel Industry's Members Health Assistance Program ("MHAP"). The Delegate subsequently refused to abide by the VSA, and failed to respond to MHAP's outreach attempts. During the hearing, the VSA was re-read to the Delegate, and he was informed that his failure to comply would result in immediate termination. Additionally, Impartial Chairperson Ross instructed the Delegate that he must apply with MHAP within two days after the date of the hearing.

CONTRACT

Benefit Days

Case No. 2013-36, August 14, 2013
Arbitrator: Ross

The Union grieved the Hotel's proration of vacation days during the Hotel's four-month closure for renovations, alleging that during a meeting with all Hotel employees discussing the renovations, the General Manager informed the employees that they would keep all of their vacation days and that vacation would not be prorated. Minutes of the meeting were posted and distributed to all employees stated, "Union associates will keep their sick/vacation days etc." Impartial Chairperson Ross denied the Union's grievance, finding that the doctrine of promissory estoppel did not apply because there was no evidence that the General Manager knew or believed that his words were intended to convey, and actually delivered the message, that vacation pay was to be accrued during the period the Hotel was closed.

Combination Jobs

Case No. 2013-40, August 29, 2013
Arbitrator: Shriftman

The Hotel sought clarification of IC award 2010-45 in which Impartial Chairperson Shriftman confirmed that the Hotel was within its right to have In-Room Dining ("IRD") Servers perform certain tasks such as retrieving room service carts from the floors and returning them to the dishwashing area as long as they did not suffer a true economic hardship (i.e. loss of gratuities) as a result of the work. The Union alleged that shortly after the award was issued, the Hotel began a practice of paying IRD Servers five dollars each time they were asked to retrieve tables from the floors. An IRD Server testified that a manager who was no longer with the Hotel posted a sign to this effect and that the sign was still posted. The IRD Server claimed that he never cleared tables without receiving extra compensation. The Union introduced two checks: one showing a five-dollar gratuity that was posted to a house account for either "Bar Pick-Up" or set up fee, and another for $70 for an IRD set-up fee, alleging that the $70 check constituted multiple five-dollar payments for table removals. Impartial Chairperson Shriftman determined that the main question was whether the Hotel, shortly after the 2010 award was issued in its favor, voluntarily agreed to give IRD Servers a five-dollar gratuity for every time they were directed by a manager to remove tables. IC Shriftman found that it had not and the manager who the witness referred to was coincidentally no longer at the Hotel. Adding that it would have been odd for the Hotel to "capitulate so quickly in the face of a hard won victory," and noting that there was no showing that the IRD Servers suffered any loss of gratuities from having to occasionally pick up a table, IC Shriftman found that his initial award was clear on its face and that there was no basis to modify it.

Case No. 2013-42, August 30, 2013
Arbitrator: Shriftman

The Union grieved the Hotel's alleged failure to pay the proper wage rate to PM Servers who performed self-cashiering and Host/Hostess work and the Hotel's alleged improper layoff of a Host/Hostess. The parties were bound by a 1995 Memorandum of Agreement ("MOA") that granted the employer the right and flexibility to combine job functions, and stated that Bartenders and Servers would be responsible for self-cashiering. The Food and Beverage operations were initially split between a Restaurant and a Lobby Lounge. In the Restaurant, Hosts/Hostesses were scheduled for both the AM and PM shift, until the Restaurant eliminated its lunch and dinner service sometime around 2008. In the Lobby Lounge, Hosts/Hostesses were not scheduled and Servers always self-cashiered (dating back to the 1995 MOA). In 2011, the Hotel renovated its operations, and removed the wall that separated the Restaurant from the Lobby/Lounge. The Restaurant continued to serve breakfast only and Hosts/Hostesses greeted guests, handed out menus, seated guests, and performed cashier work in the morning. However, the Restaurant was closed in the evening, the podium was removed, no Hosts/Hostesses were scheduled, and while Servers did not greet or seat guests, they did self-cashier and gave menus to the guests. The Union argued that the Hotel created a combination job of Server/Host/Hostess because the PM servers now gave menus to guests who seated themselves. The Hotel argued that the job responsibilities did not change, as PM lounge servers always gave guests menus and no Hosts/Hostesses were scheduled for dinner. Impartial Chairperson Drogin found that the parties were "trying to fit a square peg into a round hole" because the 1995 MOA did not contemplate that the Hotel would combine the physically separate Restaurant and Lounge into a single Restaurant/Lounge operation. Accordingly, he determined that the servers were entitled to a retroactive pay increase of one dollar per hour for self-cashiering. However, IC Drogin did not find that the Hosts/Hostesses who formerly worked PM in the restaurant were improperly laid off, because they had been laid off when the Hotel eliminated PM Service in the old Restaurant, and thus were not current employees laid off as a result of the job change as specified by IWA Section 22(B).

Past Practice

Case No. 2013-41, August 30, 2013
Arbitrator: Drogin

The Union grieved the Hotel's failure and refusal to pay Banquet Servers a set-up and closing fee for a reception held before a dinner. The Hotel argued that it had never paid such fees, and although other Hotels signatory to the IWA may be paying them, they had no obligation to pay because the IWA expressly states that it is not the intent of Schedule A-1 to alter or abrogate any existing practice agreed upon. The Union argued that such fees are required by the IWA, and though it conceded that the Hotel never paid such fees, the Union cited past decisions holding that the language of the IWA supersedes any past practice to the contrary. An analysis of industry practices determined that most hotels surveyed do not pay either set-up or closing fees before dinner, and only a handful of hotels pay either set-up or closing fees (or both) for receptions. IC Shriftman found that the Hotel had an established practice consistent with the past practice rule set forth in Schedule A-1, and accordingly, denied the Union's grievance.

Area Standards and Work Preservation

Case No. 2013-49, October 17, 2013
Arbitrator: Drogin

The Union claimed that the Hotel violated Article 45, "Area Standards and Work Preservation," and Article 22, "Management Rights," by assigning the duties performed by a Linen Room Supervisor to other bargaining unit employees or non-bargaining unit employees while the Linen Room Supervisor was reduced from five days per week to two. After receiving evidence on the various duties that the Grievant performed prior to and after her reduction in hours, Impartial Chairperson Drogin determined that although no supervisory duties were removed from Grievant and transferred to management, various bargaining unit duties were transferred to management. Such duties included performing paperwork regarding Mini-Bar assignments, assigning Housemen to do heavy cleaning, and answering "House Calls." IC Drogin did not find that the violations were sufficient to restore the Grievant to her original five-day workweek, but established that a separate hearing would be held to determine what, if any, damages the Grievant would be entitled to based on the Hotel's violation of Articles 45 and 22.

Case No. 2013-51, November 8, 2013
Arbitrator: Shriftman

The Union grieved the Hotel's failure to properly assign House Officers to certain functions. The Hotel closed for a major renovation in 2005 and subsequently re-opened in 2008. Uncontested evidence showed that prior to the Hotel's closing, several House Officers performed various security functions in the Hotel's loading dock. After the Hotel's re-opening, the loading dock served not only the Hotel (as it had before), but also the adjacent condominiums and retail space. The Condominium, which is not covered by the IWA, signed a contract with an outside company to provide 24-hour security services for the loading dock. The Hotel argued that, assuming the Impartial Chairperson found a contractual violation with regards to the House Officers, because of the broad reach of the Successors and Assigns clause (Article 59), that it is not solely liable for the violation, and liability must be shared and apportioned amongst the various operators and management companies. Impartial Chairperson Shriftman found that the subcontracting of Loading Dock security work was a violation of the IWA, and determined that the Hotel must make the House Officers whole. The parties were directed to meet and discuss the "going forward" issue, and in the absence of a resolution, the matter would be restored to the Office of the Impartial Chairperson for a supplemental award.