

Thus, certain lending institutions have thwarted the intent of Congress in the Bankruptcy Act to allow the honest debtor economic rehabilitation. At present, the lower federal courts have so limited their jurisdiction that they have not been able to ameliorate the situation. Furthermore, the act itself, thus interpreted by the courts, cannot solve the problem adequately, nor give sufficient protection to the honest debtor and creditor. There are two solutions available. The Supreme Court can refuse to recognize the limitations placed on its announced doctrine of "unusual circumstances," or Congress may recognize the problem and intelligently amend the act to give the federal courts adequate power to handle the problem. The latter solution seems most desirable.

### THE ROLE OF JOB CLASSIFICATION IN COLLECTIVE BARGAINING AGREEMENTS\*

Job classification to management experts is a system for relating jobs to each other using a set of elements inherent in varying degrees in all jobs. To employers, job classification means a system for categorizing certain duties into certain jobs and paying wage rates for those jobs in relation to profit gained from such jobs. To the union and the employee, job classifications are merely the particular duties the employee performs and the pay he receives for them. A unique difficulty, which stems from conflicting notions as to the proper function of such systems, is injected therefore into labor-management relations by job classification.

Job classifications are established by weighing a set of elements which exist to a certain extent in all jobs. Difficulty of work, volume of work, responsibility of the employee, supervision required, supervision of others, knowledge and experience necessary, and conditions under which the work is performed, are typical elements considered.<sup>1</sup> These factors are the crux of systems which must establish inter-plant equality in wage rates for similar jobs, establish correct differentials for all jobs within a plant, bring new jobs into proper relativity with existing ones, and accomplish these goals to the satisfaction of management, the union, and the individual employee.

The problem of maintaining wage differentials comparable to differentials in job content is a continuing one for most industries. Because

---

\* This paper was completed as part of the requirements in 3rd year Labor Law by Gene E. Wilkins, A.B. 1956, Indiana University.

1. For a discussion of a job classification plan using these seven elements, see 60 Mech. Eng. No. 12 (1948).

of the rapid changes in job content resulting from technological improvements and the introduction of new job operations it is necessarily a dynamic problem. Job classification is one phase of the labor-management relationship which is constantly changing during the term of the collective bargaining agreement. Systems of classification face the problem of adjusting themselves to the inevitable changes in job content in order to avoid the time and expense of continual collective bargaining. The mechanism must be flexible enough to be easily applied when occasion demands, but it must also be sturdy enough to maintain its general form.

Before collective bargaining there was little job classification, and that which existed was accepted as a prerogative of management.<sup>2</sup> Job classification has expanded rapidly with the rise of collective bargaining and especially with the wage stabilization measures of World War II.<sup>3</sup> During World War II there was a substantial increase in the number of plants installing and using job classification as a method of increasing wages in spite of wage stabilization.<sup>4</sup> Continuing postwar interest in these techniques<sup>5</sup> and their extended use indicates that a growing number of employers have been convinced that job classification systems are useful as methods of establishing some form of uniform pattern out of what was once chaos among occupational rates.

Unions at first opposed job classification<sup>6</sup> because in the past, systems of classification had sometimes been used as a sophisticated cover-up for rate cutting programs. During World War II, the situation changed so that job classification began to be used as a method to boost wage rates. Higher wage rates as a result of job classification plans convinced many unions that it is better to solve inequities through classification systems than to leave the job rate setting and job content determination entirely to management's discretion.

Union opposition to job classification frequently has a deeper basis than simple mistrust of management's intentions. A union may have

---

2. Until the United States Supreme Court upheld the National Labor Relations Act of 1935 in the case of *Jones & Laughlin Steel Corp.*, 301 U.S. 1 (1937), there was but little collective bargaining. Without collective bargaining labor obviously could have no voice in the determination of job evaluation plans.

3. By Exec. Order No. 9250, 7 Fed. Reg. 7871 (1942), the War Labor Board was given the function of determining that wage adjustments conformed with the provisions of the Stabilization Act of 1942, 56 Stat. 765, 50 U.S.C. § 901 (1955).

4. Davey, *Contemporary Collective Bargaining* 163 (1952).

5. A survey made by the National Industrial Conference Board in 1948, covering 3,498 companies, showed that 59% of them had job evaluation applied to nearly all hourly paid jobs with a higher percentage having limited job classification systems. Recently the Dartnell Corporation of Chicago surveyed 96 companies regarding their use of job classification. All but eight of these plants had installed their job classification plans since 1940. Dartnell Personnel Administration Service Report No. 605 (1954).

6. American Management Research Association Report No. 14, *Greater Productivity through Labor-Management Cooperation* 33 (1949).

difficult problems in reconciling the conflicting internal pressures of a diversified membership. Job classification might well upset a union's control over the rank-and-file if the union were faced with the delicate task of balancing the interests of skilled and unskilled workers. A union could find itself in the position of condoning existing inequities among job rates because of political necessity. The union could not tolerate an uncompromising application of its own slogan of equal pay for equal work for in some instances the balance of political forces within the union would thereby be wrecked. For example, craft unions invariably oppose job evaluation out of fear that it may be used with a design to dilute job skills and thus lower existing rates.<sup>7</sup> However, in recent years many unions have cooperated effectively with management in programs to utilize job classification systems in eliminating intra-plant and inter-plant inequities.<sup>8</sup>

Although there are many kinds of scientific methods of job analysis and classification, the success or failure of a job classification system depends not so much on the type of plan used as on the manner of its execution. Regardless of how any classification system is determined, it can be successful only as long as management, the union, and the individual employee willingly accept it. This psychological factor is a vital element in the manner in which management, the union, and the employee use a particular classification system. If management is unhappy with a classification system, it can undermine the union by tampering with certain classifications under the guise of increasing production efficiency. If the union does not like a classification system, it can plague management with grievances over very small points. If the employee is not satisfied with a classification, he can "drag his feet" in performing his assigned duties.

In some instances, acceptance of a classification plan by the union and the employee can be obtained only at the price of joint participation. Some employers may feel that this is too high a price, but employers are coming to recognize, through the satisfactory operation of the plan, the advantages of a job classification system which has been worked out jointly.<sup>9</sup>

---

7. Davey, *Contemporary Collective Bargaining* 164 (1952).

8. A prime example is the case of the United States Steel Corporation and the United Steelworkers of America. Beginning in 1944, United States Steel Corporation sought complete participation by the union in a job evaluation program. As a result of this joint effort, intra-plant and inter-plant wage inequities have been largely eliminated in more than 51 companies in the steel industry, employing 87 per cent of the personnel of the industry. American Management Research Association Report No. 14, *op. cit. supra* note 6, at 36.

9. See note 8 *supra*.

Job content is constantly changing in a dynamic industrial system. New operations are begun and new products are introduced. Problems arise regarding the procedure to be followed in setting wage rates on new jobs in such cases. Some collective bargaining agreements call for direct negotiation every time a new job rate or a changed rate is requested.<sup>10</sup> The cost to management in the form of wages to employee members of joint committees for determining classification questions may be considerable because many changes are required in job content. This cost must be balanced against the advantage to management resulting from psychological satisfaction which a union receives by having been consulted and made a part of the plan's determination. Other agreements leave the setting of rates on new jobs or the adjustment of rates on jobs, the content of which has changed, solely in management's hands, subject to challenge through the grievance machinery.<sup>11</sup> If the union does not challenge the temporary rate established by management within a certain period of time (often 30 to 90 days) the rate stands until the expiration of the current agreement. If the union feels satisfied in having the grievance procedure available without having had any part in the determination, the cost to management of the plan itself is less, but there will be more grievances. While outside factors may cause management to prefer unilateral determination of job classification, management can well afford the concession of joint participation for the advantages of having fewer grievances.

In plants with well-established systems of job classification the problem of setting rates on new jobs or changed jobs is not likely to be as troublesome as in plants with no well-defined method of wage administration. Even under a job classification system the revision of rates on jobs whose content has changed is sometimes a difficult task. Because technological improvement usually moves toward work simplification and the breaking down of complex jobs into more simple task assignments, the rate revision is usually downward, but there are still many cases where added duties require a change in the classification upward.

Management retains final discretion in the operation of job classification plans in most situations today<sup>12</sup> notwithstanding frequent consultation with the union. Outright joint participation cannot be attempted safely from management's standpoint unless the relationship

---

10. See, *e.g.*, 1949-1951 agreement between the John Deere Manufacturing Company, Des Moines Works, and International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, CIO Local Union No. 450. Davey, *Contemporary Collective Bargaining* 183 (1952).

11. See, *e.g.*, the agreement between the American Die and Tool Co., Reading, Penn., and the United Steelworkers of America, CIO. P-H Union Cont. Serv. ¶ 53, 425.9 (1951).

12. See Dartnell Personnel Administration Service Report No. 605 (1953).

with the union is a thoroughly stable and secure one. Even when joint participation is an actuality, management's skepticism leads to an insistence on a collective bargaining agreement which spells out in precise terms, the nature of the relationship and the procedure involved.<sup>13</sup> In spite of management's fears of jointly administered job classification systems, such plans have worked to the satisfaction of all parties involved.<sup>14</sup> The heart of the matter is management's reluctance to throw classification changes into the grievance procedure and arbitration.

Arbitration awards are not judicially enforceable nor are they accorded the weight of "judicial authority" in determining future controversies even between the same parties or over the same issues. They are not conclusively binding upon an arbitrator in subsequent cases. In arbitration, all questions of fact and law are deemed to be referred to the arbitrator for decision. Unless restricted by the bargaining agreement, or submission agreement, or an applicable state statute, the arbitrator is not bound by the strict rules of law or evidence. As long as the arbitrator keeps within his jurisdiction he can decide the issues submitted to him notwithstanding any prior awards between the parties unless the parties have agreed otherwise.

Prior awards often do, however, play a part in arbitration. They may exert a "persuasive" force which compels consideration. Prior

---

13. A good example is the following clause taken from an agreement between the Sperry Gyroscope Company and Local 450, United Electrical, Radio and Machine Workers of America, CIO.

"There shall be a continuing Joint Job Evaluation Committee consisting of ten persons, five designated by the Union and five by the Employer. The Employer shall designate an individual to act as Secretary of the Joint Job Evaluation Committee. When a new job is established, the Secretary will develop a job description and evaluate such job by using the Joint Job Evaluation Manual. The job description and evaluation of new jobs shall be submitted for approval to the Joint Job Evaluation Committee. The Employer's and the Union's designees on the Joint Job Evaluation Committee shall each vote as a unit on any matter that comes before the Committee. In the event of a disagreement on any matter before the Committee, including the question of whether a new job has been or should be established, the matter shall be finally determined by arbitration under the arbitration machinery set forth elsewhere in this Agreement. Such other rules and regulations for the procedure of the Joint Evaluation Committee shall be mutually developed by the parties as therefore arises.

"All employees hereafter hired shall be classified by the Employer with recourse to the established grievance procedure in the event of any dissatisfaction on the part of the employee or the Union as to his classification." P-H Union Cont. Serv. 53, 423.27 (1951).

Few employers would be willing to go as far in the direction of joint participation as the Sperry Company did in the foregoing clause. They would consider it an outright surrender of essential managerial functions, because by the unit-voting procedure the union could block any management and carry the dispute to arbitration.

14. For successful case histories see American Management Research Association Report No. 14, Greater Productivity Through Labor-Management Cooperation 33-40 (1949).

awards which enunciate just and reasonable principles of conduct and contract interpretation, command respect from an arbitrator, as they do from the parties themselves. The considered judgment of one arbitrator cannot be lightly dismissed or ignored. Though not controlling or authoritative in future cases, the award or the principles enunciated by the award in a prior arbitration may be accepted by the arbitrator in a future case, as any other expert or opinion evidence, if it is material to the issues before him and may aid him in reaching a fair decision.<sup>15</sup>

The role of an arbitrator in any arbitration proceedings is to assist collective bargaining by interpreting the terms of the agreement. The arbitrator must confine himself to this limit so as to aid collective bargaining, not substitute for it. Some problems arising under job classification are not arbitrable because of certain restrictive clauses in the agreement. In the absence of such restrictions, most problems concerning classifications are arbitrable. In reaching a solution to classification difficulties it may be necessary for an arbitrator to reach a final decision as to a new or changed classification or rate; in other cases the decision may be to send the case back to collective bargaining with instructions. In any event the arbitrator's role is more that of an interpreter than a negotiator.

### *Jurisdiction*

While arbitrators by definition can be arbitrary, they tend to follow by analogy certain judicial lines of assuming or denying jurisdiction such as estoppel, statutory definition of jurisdiction, and the exhaustion of administrative remedies before seeking a judicial remedy. For example, an arbitrator has used the judicial principle of estoppel by refusing to re-evaluate a job to determine whether it was properly classified, where the union, despite the fact that another arbitrator under a prior agreement ruled that the job was properly classified, did not question the propriety of the job's evaluation and classification during the negotiation of the current bargaining agreement.<sup>16</sup> Since the union did not raise the issue in negotiation when it had the opportunity, the union in effect accepted the prior award as correct and by analogy was "estopped" from raising the issue for determination by an arbitrator. Under a collective bargaining agreement providing for changes in job classification only if the job content changed, an arbitrator used by analogy the judicial principle of statutory definition of jurisdiction when he refused to arbitrate a union's request for reclassification of a job to a higher labor

---

15. Federal Bearing Co., Inc., 22 Lab. Arb. 721 at 726 (1954).

16. Federal Bearing Co., Inc., 22 Lab. Arb. 721 (1954).

grade on the grounds that various rating factors of the job were rated too low, in the absence of evidence showing a change in job content.<sup>17</sup> Similarly under a bargaining agreement which provided that "wages" would not be the subject of arbitration, an arbitrator declined to rule on a claim that certain jobs were misclassified and under-rated, because such a determination involved "wages."<sup>18</sup> Using a principle analogous to "the exhaustion of administrative remedies before applying for a judicial remedy," an arbitrator has refused to set a wage rate for a new classification where the parties had not exhausted the remedy of solution through negotiation first.<sup>19</sup> The parties must attempt to negotiate a rate and if they are unable to agree, the issue will be arbitrable.

Since an arbitrator's refusal to decide a case leaves the parties without a solution to their problem, arbitrators are wont to give as broad an interpretation as possible to the scope of their jurisdiction outlined in the collective bargaining agreement. For example a dispute concerning an employer's action in requiring certain employees to perform duties not previously required of them was held arbitrable under an agreement providing for arbitration of disputes as to the interpretation or application of the agreement.<sup>20</sup> In another arbitrated case, an agreement which limited arbitration to disputes over interpretation or application of the agreement's terms did not bar arbitration of a dispute involving the union's claim that the employer added to the duties of certain job classifications and thereby violated the agreement.<sup>21</sup> An arbitrator also has the authority to determine proper rates for new jobs established during the term of the collective bargaining agreement if the parties fail to agree after negotiation even though the agreement does not specifically provide for arbitration of job rates.<sup>22</sup>

---

17. Hotpoint Company, 23 Lab. Arb. 562 (1954).

18. Jack & Heintz Precision Industries, Inc., 20 Lab. Arb. 289 (1952).

19. Tennessee Products & Chemical Corp., 22 Lab. Arb. 213 (1954). It was held in this case that there was no merit to the union's claim that the rate agreed to by the employer and another union whose members had performed all the work covered by the classification should be declared the proper rate for this classification; it could not be presumed that the instant parties would have negotiated the same rate.

20. Emhart Mfg. Co., 23 Lab. Arb. 61 (1954). The holding in this case was in spite of the employer's contention that the agreement clearly permitted unilateral changes in jobs, because the union contended otherwise and further that the action in this case did not actually constitute a change in the job.

21. John Deere Des Moines Works, 23 Lab. Arb. 206 (1954). The employer contended that this grievance was not covered by any part of the collective bargaining agreement. The arbitrator held that job classifications are an integral part of an agreement and if it can be shown that the functions of a particular classification have been altered materially, a question would be properly raised as to whether such action was consonant with the agreement.

22. Virginia-Carolina Chemical Corp., 23 Lab. Arb. 228 (1954).

Typically, collective bargaining agreements approach the problem of the procedural treatment to be given job classification revisions in one of two ways. In one, procedures for direct negotiations are provided, but should they prove fruitless the matter cannot be carried to arbitration.<sup>23</sup> In this event, the rate fixed by the company will presumably stand for the duration of the agreement. In the other, although the company has a clear right to initiate reclassification, and the necessary readjustment of wages, this power is subject to check through the grievance and arbitration machinery of the agreement.<sup>24</sup>

### *Creation of New Classifications*

The largest number of arbitration cases concerning job classification systems involve the installation of new classifications. Changes in production methods necessitate the creation of new classifications to cover new job content. Installation of new classifications during the term of the collective bargaining agreement is regarded as necessary by management and unions alike, but opinion concerning when and under what procedures new classifications should be installed is not unanimous. Both the decision to install new classifications and the manner of installing the new classification may be left to the sole discretion of management or may be made through collective bargaining.

When the establishment of a new classification is left to management, arbitrated cases have nevertheless imposed certain limits on management's discretion.<sup>25</sup> Under a collective bargaining agreement which authorizes an employer to establish new job classifications whenever a new job is established or the content of an existing job is substantially changed, the employer is not entitled to abolish job classifications and combine their job content with other jobs as long as "the job functions of these classifications continue to exist in significant proportions and in substantially the original form."<sup>26</sup> In this case the duties of the questioned classifications still existed but were being performed by other classifications. The right granted to management in a collective bargaining agreement to create new classifications is intended to allow flexibility in event of technological or production changes, not to allow the revamp-

---

23. Taken from the 1949-1951 agreement between the John Deere Manufacturing Company, Des Moines Works, and International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, CIO, Local Union No. 450. Davey, *Contemporary Collective Bargaining* 183 (1952).

24. From an agreement between the American Die and Tool Co., Reading, Penn., and the United Steelworkers of America, CIO. P-H Union Cont. Serv. ¶ 53,425.9 (1951).

25. See Lone Star Steel Co., 23 Lab. Arb. 164 (1954).

26. Lone Star Steel Co., *supra* note 25.



ing of existing job contents for the convenience of the employer.<sup>27</sup> Holding that a new job created during the term of the collective bargaining agreement must consist of new operations, not a re-shifting of existing operations, instills a feeling of stability into the classification system and protects the union from constant unilateral changes. For unilateral changes in job content management should pay the price of strict construction by the arbitrator of a collective agreement clause granting management the power to establish new job classifications.

The better situation is that in which management and the union engage in collective determination of new jobs during the term of the bargaining agreement. Not only does collective bargaining eliminate the time and expense of the grievance procedure and arbitration, and create a spirit of cooperation and understanding between management and labor, but more importantly the psychology of employee participation leads to greater job satisfaction and increased production. When the collective bargaining agreement contains a provision which requires collective bargaining with the union before a change in classification, this clause takes preference over a clause which gives the employer the exclusive right to determine methods and means of manufacture.<sup>28</sup> There is not too much difficulty in interpreting an agreement which leaves the creation of new classifications to collective bargaining; the agreement is either complied with or it is not. If collective bargaining concerning the establishment of a new classification is called for in the agreement, this bargaining must come before a new classification is put in operation and cannot be in the form of discussions of the new classification under the grievance procedure after the new classifications are in effect.<sup>29</sup> The object of collective bargaining on new classifications is to work them out

---

27. In *Faultless Caster Corp.*, 24 Lab. Arb. 713, it was held that an agreement which permitted an employer to establish "new" classifications did not permit him to divide an existing classification which included both set-up and operating duties, into two classifications and to set a different wage rate for each set of duties upon expanding from a two to three shift operation. It was stated in this case that the right to create new classifications was not intended to cover a mere rearrangement of duties to accommodate shift problems for the convenience of the employer.

*Cf. Rockwell Spring & Axle Co.*, 27 Lab. Arb. 81 (1956), where it was held that an employer may not unilaterally establish new classifications of "milwright" and "wireman" since all duties of the proposed new classifications are covered in the "maintenance man" job description in the existing agreement. The language of the agreement in this case contemplated a maintenance man performing all the duties set forth in such job description.

28. *Librascope, Inc.*, 18 Lab. Arb. 539 (1952).

29. An arbitrator in *Armstrong Rubber Co.*, 18 Lab. Arb. 90 (1952), held that the employer, by establishing a new job classification and rate without prior bargaining with the union violated an agreement which required that the employer "meet with and bargain with" the union on "all matters pertaining to wages, hours and other conditions of employment." The employer's contention that discussing the new classification under the grievance procedure was sufficient, was not allowed.

jointly before they are put in operation. The value of a collective effort is lost if discussions about new classifications come after the new classifications are installed.

Many of the difficulties arising from the creation of a new classification will never occur if the new classification is established jointly. Joint participation in the classification area cuts into rights which have long been considered exclusively management's, but the majority of unions today are capable of discussing, determining, and aiding in the installation of new classifications. Management's loss of traditional rights will be more than offset by the success of a new classification which has been worked out jointly.

### *Elimination of Classifications*

The problem of eliminating job classifications during the term of a collective bargaining agreement is similar to that of creating new classifications. Management has the right to change the means of production; with this change come the necessity of eliminating existing classifications before new ones can be established. The collective bargaining agreement should therefore spell out the procedure for the destruction of classifications as well as that for establishing new ones. The duties of management and the union in eliminating a job classification are easily confused if the procedure for the elimination as set out in the collective bargaining agreement is vague.

An employer, under a collective bargaining agreement providing that job descriptions and classifications are to continue in effect unless changed by mutual consent, may not unilaterally discontinue an established classification even though the employer thinks this to be in the interest of efficient operations.<sup>30</sup> An employer cannot be required to assign employees to a classification when the duties of that classification are no longer being performed, but the duties of the eliminated classification must be non-existent, not merely transferred to other classifications.<sup>31</sup>

An employer does have the right unilaterally to eliminate a job classification by transferring its duties to other classifications both within and without the bargaining unit, where (1) the collective bargaining agreement has no provision requiring all changes in job content to be mutually agreed upon, (2) the history of a particular classification shows a continual shift which has been made unilaterally by the employer in the content of its duties, and (3) the transfer of duties is a result of

---

30. Lone Star Steel Co., 26 Lab. Arb. 160 (1955).

31. Lone Star Steel Co., *supra* note 30.

rapid expansion in the company's operations necessitating more efficient production techniques.<sup>32</sup>

Because allowing an employer to eliminate classifications while the work which comes under such classifications is still being performed allows the employer to eliminate an employee's job arbitrarily, this power is excessive; but operating efficiency demands the eliminations of classifications which represent jobs no longer performed. Efficient production is a responsibility of the union as well as management, therefore it is much better to consult the union before a classification is eliminated because such consultation recognizes union's equal responsibility. If the union is competent it will realize the value of eliminating classifications which are no longer necessary. If management eliminates a classification unilaterally, the union may attack this action through the grievance procedure. Even after collective bargaining, if management and the union cannot get together on the elimination of a classification, the problem is subject to the grievance procedure and management is in no worse position that it would have been had it simply made the elimination unilaterally. Therefore management surrenders no vital advantage by agreeing to joint participation.

### *Change of Classification*

The necessity for changing a classification when the content of a job changes during the term of a collective bargaining agreement is as great as the necessity for the creation and elimination of classifications. The difficulty lies in deciding the point at which the content of a job is changed sufficiently to warrant reclassification. Any job classification system must be flexible enough to permit the addition or subtraction of a certain amount of duties without a change in classification. Considering the number of minor changes in job content required for successful production, the burden on management is too great if collective bargaining is required each time any change in job content is made. The union should regard without prejudice minor changes by management in job content, and in considering the use of the grievance procedure to protest changes should evaluate the time and effort of the grievance procedure and arbitration with the value to be gained by an arbitration decision in its favor. The grievance procedure should therefore be used only to protest situations where the change in job content demands a change in classification. Small changes in job content are more easily tolerated by the employee if he realizes that minor duties may be sub-

---

32. Cochran Foil Co., Lab. Arb. 155 (1955).

tracted as well as added to a job without a change in classification or pay rate.

Although an employer may make reasonable changes in job content without changing the classification, duties which are added or subtracted must be of the same general type as the job's regular duties.<sup>33</sup> An increase in the work-load of an hourly rated job, without a change in skill, responsibilities, experience, or initiative required, does not constitute a change in "job content" within the meaning of a collective bargaining agreement clause requiring an employer to establish a new wage rate if a measurable change is made in job content.<sup>34</sup> If the union believes that added duties justify higher rates, the union may request re-evaluation but it may not prevent the employer from making changes in job content. On the other hand, an employer may not reduce the hourly rate of employees who regularly operate two pieces of equipment, during the period when one piece of equipment normally operated by them is undergoing repairs and the employees are doing less work.<sup>35</sup>

Some collective bargaining agreements provide that new classifications may be originated whenever a "substantial change" occurs in job content.<sup>36</sup> Under this sort of agreement an employer must try to make

---

33. See Carbide Power Co., 26 Lab. Arb. 780 (1955), wherein it was held that an employer may add window-cleaning work in a power house to the duties of dynamo attendants without first obtaining the union's consent because this work was a related and connected kind of work duty that reasonably fell within the "housekeeping" duties performed regularly by dynamo attendants. It was further stated by the arbitrator that to hold that no reasonably related job duties may be added to a job without formal bargaining with the union would deprive the employer of a "crucial" management right and would require a clear contract provision to that effect.

34. Continental Can Co., Inc., 26 Lab. Arb. 636 (1955); *accord*, National Supply Co., 26 Lab. Arb. 666, wherein under a contract giving an employer the exclusive right to manage the works and direct the working force and containing no provision expressly prohibiting unilateral changes in job content the employer was within his rights in removing from the oiler's job the relatively minor tasks of lubricating and cleaning cranes and assigning these duties to cranimen, even though these duties are mentioned in the oiler's job description and not in the cranimen's. The union may request re-evaluation of the cranimen's job if it believes that added duties justify higher rates, but it may not prevent the employer from making these changes in the content of that job.

35. Bethlehem Steel Company, 18 Lab. Arb. 727 (1952). *Accord*, John Deere Tractor Works, 21 Lab. Arb. 784 (1952), wherein an employer did not have the right to remove certain work from an existing classification and to set it up as a separate classification with a lower rate of pay when the quantity of work increased sufficiently to justify assigning it on a full-time basis, because even though the work originally had been only a minor part of the existing classification and is less skilled than other work of that classification, it clearly fell within the job description of that classification and the nature of the work had not changed.

36. For example the agreement of Lever Brothers Co., and the United Gas, Coke and Chemical Workers (Hammond, Ind. Plant) executed in March 1952 which states:

35. Temporary assignments or voluntary temporary transfers shall be paid at the employee's regular payroll-card rate or at the classification rate of the temporary job, whichever is higher.

44. When new jobs are established, or when there is a substantial change in

only minor changes which do not entail reclassification; however should the nature of the change contemplated be of such substantiality as to necessitate reclassification, such reclassification should not be attacked by the union in the grievance procedure, because this right has been surrendered in the collective bargaining agreement. "Substantial change" is such a nebulous standard that it may permit management to make undesirable alterations in job content without reclassifications or may permit unions to make unwarranted use of the grievance procedure by asserting that change made was not substantial enough to warrant reclassification or that such a substantial change has been made in job content to warrant reclassification. Obviously the success of so vague a clause depends on a mature labor-management relationship because of the ease with which either party can use the clause to the detriment of the other.

Minor changes in job content which do not warrant a change in job classification are to be expected. In the event of such minor changes, management takes the risks of paying the same wages for a classification when the work-load of the classification has diminished, just as the union takes the risk of accepting the same wages when the work-load has increased. These risks on the part of management and labor are part of the price which must be paid for some form of stability in job classification systems.

### *Work in Two Classifications*

Work in two classifications is to be differentiated from the situation of the temporary transfer from one classification to another. When the transfer is only temporary, wage rates are paid separately for the

---

in the job content of an old job, the classification of the job within the existing rate structure shall be determined in accordance with the established job evaluation plan which includes the manual, job description forms, rating sheets, factor comparison sheets, master analysis sheets, and all other forms and procedures adopted by the Evaluation Committee, and subject to the following provision of this paragraph.

(1) The evaluation of such jobs shall be done by a joint Union-Management Evaluation Committee. 5 CCH Lab. L. Rep. 59,926 (1955).  
and the agreement of the Pittsburgh Plate Glass Company and the Glass Bottle Blowers Association of the United States and Canada executed in January 1955 which states:

#### Article VII

Sec. 2. If, during the life of this Agreement, a new job is created or substantial changes are made in an existing job, the Company shall develop and install an appropriate hourly rate for such job by the regular procedure in effect in the Company, and shall discuss with the Factory Committee, prior to installation, the new or changed job and the hourly rate which is applicable. Within thirty days after installation of such rate if the Union disagrees with the rate so established, the Union may regard the matter as a grievance to be handled in accordance with the grievance procedure set forth in Article XX. Any new or changed jobs which are established during the life of this Agreement will be added to Schedule A. 5 CCH Lab. L. Rep. 59,938 (1955).

amount of time spent in each classification, but when the employee works regularly in two classifications he is usually paid one hourly wage rate for all his work. Therefore the problem is which of the two classifications may be used to determine his wage rate. This can be solved satisfactorily by providing that the employee be paid according to the rate of the classification in which he spends the predominant amount of his time, or according to the rate of the highest classification in which he works. Payment of separate rates for each type of work to employees who work in two or more classifications is difficult and time consuming especially when a definite line cannot be drawn between the duties of two classifications or the employee works irregularly in the different classifications. Some plants systematically pay the employee the higher rate for all his time when he works in two classifications, regardless of which job consumes the predominant amount of his time and regardless of whether the employee performs all the duties of the higher classification. Such a policy eliminates accounting problems concerning amount of work and rate for each classification, but such a plan is costly because part of the time the employer is paying higher wages for work in a lower classification. However management can often afford to adopt such a policy in exchange for some desired concession in collective bargaining.

It is apparent from arbitrations concerning work in two classifications that the time the employee devotes to the duties of each classification is not as important in determining a wage rate for his work as the nature of the duties he is required to perform. If the employee at different times assumes all the duties of two or more classifications, then he has been held to deserve payment for all his time at the higher wage rate.<sup>37</sup> However, if his work within the higher classification involves only the more simple duties of that classification, the hourly wage rate of the lower classification is considered adequate.<sup>38</sup>

---

37. Under an agreement providing that each employee should be classified in accordance with the "one" wage group which covers the class of work in which he is "normally" employed, an employee who divided his time between two different jobs was considered by the arbitrator normally to be employed in the higher-rated of the jobs and thus entitled to the rate for that job at all times, even though he spent only about 20 per cent of his time on that work. *Soule Steel Co.*, 21 Lab. Arb. 88 (1953).

38. In *Lear Inc.*, 23 Lab. Arb. 829 (1954), an employer was not required to pay assemblers the rate specified in the agreement for a higher classification during the period when they performed certain work ordinarily performed by employees in the higher classification because the work which the assemblers performed included only the least skilled functions of the higher classification and not the full range of skills contemplated for payment of a higher classification wage rate. *Accord*, *Bendix Aviation Corp.*, 19 Lab. Arb. 428 (1952), wherein the employer was held not to need to reclassify employees who performed only "calibration" duties to the classification of "instrument tests and final inspector and calibrator," even though such classification was the only one in the classification schedule which mentioned calibration duties. The evidence clearly showed that such classification was intended to apply only to employees performing

*Temporary Transfer to Different Classifications*

Various circumstances require the temporary transfer of employees from regular jobs to others in different classifications. The situations which require temporary transfer are usually emergencies which occur with no degree of regularity, such as absences or the temporary need for certain kinds of increased production which calls for more help on particular operations. Provisions for determining pay rates for temporary work outside the employee's usual classification may be included in the collective bargaining agreement but plant policy and past experiences are important in interpreting clauses concerning the rates to be paid for temporary work outside the employee's usual classification. Thus an arbitrator has found an agreement providing that employees temporarily assigned to higher-rated positions should receive higher rates of pay not to require payment at the storekeeper's rate to an assistant storekeeper for the time the storekeeper was out of the department on union business and the assistant allegedly performed his duties, because (1) the assistant was never advised that he was assigned to the storekeeper's job, (2) the duties of the two jobs were essentially identical so that work which the assistant performed during the storekeeper's absence was actually his own work, and (3) although the employer admittedly had the policy of paying higher rates to employees who temporarily filled a higher-rated job even if they were not expressly assigned to such job, such a policy had never been applied when the regular incumbent of the job was still on the company premises, as was the storekeeper in the instant case.<sup>39</sup>

Arbitrated cases involving the temporary transfer of employees to higher classifications show that such employees are to be paid the rate of the higher classification for the amount of time spent in the different classification.<sup>40</sup> Arbitrators also have held that employees may not be

---

all three duties included in its title. Cf. *Eagle-Picher Mining & Smelting Co.*, 17 Lab. Arb. 205 (1951), wherein it was declared that an employee who was called upon to perform various tasks, including helping journeymen mechanics with relatively simple and unskilled jobs, was properly classified and paid as a member of the surface labor gang in the mine, notwithstanding the contention that he performed the work of a helper and should have been reclassified and paid as such.

39. *Rexall Drug Company*, 22 Lab. Arb. 837 (1954).

40. In *Phelps Dodge Corp.*, 25 Lab. Arb. 64 (1955), an employer was required to pay the drill operator's rate to helpers during the operators' half-hour lunch period when helpers were required to operate drills alone, despite the contention that the operation of the drill was a regular part of the helper's job. However, the only function of the helper, according to the company's drilling code was to "assist" the operator, and the helper was not "assisting" the operator when he operated the drill while the operator was at lunch, but was undertaking the full responsibility of the operation. Although the code also stated that it was "desirable" that the helper be allowed to practice operating the drill as much as possible, this was held not to indicate that the helper had the responsibility for operating the drill for set periods of time.

paid the rate of a higher classification to which they are temporarily transferred if the employee spends only an inappreciable amount of time in the higher classification<sup>41</sup> or the employee does not perform all the duties of the higher classification.<sup>42</sup> Evidently the difficulty in keeping track of small irregular amounts of work is held by arbitrators to outweigh the hardship worked on the employee in not being paid a higher wage rate for small amounts of work in higher classifications. If a temporary transfer to a lower classification is made, an employee may still be paid the rate of his usual classification if the duties performed in the lower classification also come under the employee's regular classification.<sup>43</sup> If the job content of the various classifications is included in the collective bargaining agreement, and some definite procedure such as a provision for paying the higher wage rate for temporary work in a higher classification is outlined, few cases in this area will ever reach the arbitration level of the grievance procedure.

#### *Inclusion of Similar Duties in Different Classifications*

A job description is a statement of the duties, responsibilities, knowledge, and ability requirements of a given position or type of work. Job descriptions are not, however, necessarily mutually exclusive. It is not uncommon for a given function or type of work to be included with-

---

41. It was held in *Firestone Tire & Rubber Co.*, 25 Lab. Arb. 251 (1955), that the employer did not violate an agreement requiring that employees "normally" be assigned to work within their own classifications by assigning receiving clerks to the jobs of stockroom clerks to fill these vacancies. The evidence showed that the receiving clerks performed the work of stockroom clerks for only four per cent of the total scheduled hours of stockroom operation over the last year.

42. In *U.S. Steel Corp.*, 22 Lab. Arb. 518 (1954) employees who were paid at higher rates carried by another classification when they substituted for employees in higher classifications on certain operations were not entitled to the higher rate when they were assigned to perform on an emergency basis, a single duty of the higher paying job, because the employees on that occasion did not perform the complete job in the higher-paying classification but merely single tasks calling for less skill than their regular work.

But see *Waterman Pen Co.*, 27 Lab. Arb. 335 (1956). Under an agreement providing that employees who are required to work on job classifications other than their own shall be entitled to the rate of that classification if such rate is higher than their regular rate, an employer was ruled to have no right to pay female finish stock clerks their regular rate during periods when they are temporarily transferred to work of the higher-rated materials handler classification, even though they do not at these times perform the more arduous duties of the materials handler classification which are the basis of the higher rate of that classification. This agreement does not require transferee to perform all the duties or even the major duties of a higher classification in order to be entitled to the rate of that classification.

43. It was held in *International Harvester Co.*, 17 Lab. Arb. 553 (1951), that an employee who was assigned on a premium day to work regularly performed by employees in a lower grade was improperly paid the rate of the lower grade because such work was also expressly included in the description of the employee's own classification. This was in spite of an agreement clause providing that when an employee was assigned to work outside his "regular classification" on a premium day he would be paid the rate of the job to which he was assigned.



in more than one job description in the same plant. Where this situation exists, the complete job content of the classifications whose duties overlap should be considered before determining whether the pay rates for the different classifications should be changed. If the duties which are being performed are those outlined in classifications in the collective bargaining agreement, the wage rates should remain as bargained for, because if classifications are to maintain any objective validity, they must be based on job descriptions established in negotiations, rather than an employee's comparison of his duties with the duties of other employees.<sup>44</sup>

Employees are not improperly classified as long as they are assigned only those duties which belong in their classifications.<sup>45</sup> For example, an arbitrator has held employees classified as "contact men" not entitled to be reclassified to higher classifications of "follow-up men," even though there was a great similarity between the duties and skills required of "follow-up men." Job descriptions distinguished between the two classifications by specifying the duties of "contact men" as being the expediting of parts manufactured within the company and those of "follow-up men" as expediting of parts manufactured outside companies.<sup>46</sup> It would follow from this case that if there are any similarities in various job contents in different classifications, this should be discussed in initial negotiations concerning the collective agreement, not after the agreement is in effect. Arbitrators of cases involving the inclusion of similar duties in different classifications are bound by job descriptions which are a

---

44. Douglas Aircraft Corp., 18 Lab. Arb. 387 (1951). Under an agreement which recognized that the same duties should be included in two or more job descriptions and provided that each job description should be interpreted and applied in its entirety, the employer properly classified employees who worked on the complex airplane wing assembly operation as "Assemblers A," instead of the higher rated "Mechanics A," because while they did perform a few of the same duties as Mechanics A and their job as a whole was more difficult than some Mechanic A jobs, their work was more correctly described by the Assembler A classification than by the Mechanic A job description; cf. Sundstrand Machine Tool Company, 20 Lab. Arb. 752 (1953), wherein it was decided that the fact that employers classified as assemblers might be performing substantially the same duties as another employee classified as a mechanic did not justify up-grading them to the mechanic classification because classifications must depend on job descriptions established in collective bargaining rather than on comparison with the duties of another employee.

45. Librascope, Inc., 18 Lab. Arb. 462 (1952). Under an agreement which did not contain any procedure for establishing new jobs but merely specified that employees would be classified in accordance with work requirements and their ability to perform the assigned, it was held that the employer was entitled to assign assembly work in the model shop to assemblers from the production assembly department, despite the union's contention that assembly work in the model shop required greater skill and should be performed exclusively by machinists who did this work in the past. Under existing job classifications, assembly work was a part of both the machinists' and the assemblers' duties and there was no showing that differences of assemblers' duties on the production line and those in the model shop were of such magnitude or significance to warrant the conclusion that the assignment to the model shop was improper.

46. Chrysler Corp., 16 Lab. Arb. 106 (1951).

part of collective bargaining agreements, and are not entitled to assign persons to higher rated classifications on the basis of some esoteric and personal concept of equity; such changes are outside the jurisdiction of an arbitrator and can be made only by establishing new classifications.<sup>47</sup>

*Duties Added to Job Content During the Term of the Agreement*

An employer's act of recognizing a union and entering into a collective bargaining agreement with it necessarily carries with the agreement, in addition to a surrender of power to deal with any other agent, an obligation to refrain from making "major changes" in employment conditions and circumstances without consulting the union. However, an employer's execution of a collective bargaining agreement does not tie his hands or require him to consult with the union whenever he seeks to make minor changes in the method of conducting his business.<sup>48</sup>

One such minor change which an employer may make unilaterally without considering the reclassification of a job, is the addition of a certain amount of duties similar to those being performed under a particular job classification.<sup>49</sup> For example, an arbitrator has held an increase in workload which required an employee in a baking company to handle 888 loaves of bread where the employee had previously handled only 870, to be one which management could make without reclassifying the job to a higher classification.<sup>50</sup> There was no contention during the arbitration proceedings that the increase in duties resulted in an unreasonably high workload for any employee. It is axiomatic that employees paid on a straight time basis are to do "a fair day's work for a fair day's pay." When the work is on an hourly basis, the employer is entitled to increase or decrease the workload as long as it stays within reasonable limitations. Thus if the union is to maintain a successful case for reclassification of jobs when the workload has increased, the union must convince the arbitrator that the added work increases the total beyond a reasonable load.

There are situations and circumstances under which the addition of more of the same kind of work may operate to alter the content and classification of a job.<sup>51</sup> Thus an arbitrator has held an employer not to have the right, without negotiating a classification with the union, to

---

47. Douglas Aircraft Co., 18 Lab. Arb. 387 at 389 (1951).

48. Pan-Am. Southern Corp., 25 Lab. Arb. 612 (1955).

49. Continental Baking Company, 20 Lab. Arb. 309 (1953).

50. Continental Baking Company, *supra* note 49.

51. In Jones & Laughlin Steel Corp., 17 Lab. Arb. 277 (1951), it was stated that an increase in the duties of a job may be grounds for re-classifying a job to a higher grade, even though the added duties are of the same type as those regularly performed on the job.

require an employee to operate two saws simultaneously where it has been a practice for many years to assign an employee to operate only one power saw at a time.<sup>52</sup> As quantitative changes continue to occur, a crucial point is reached at which a qualitative change takes place which requires a classification change. For example, a laborer called upon once a year to use a stick of dynamite for a period of five minutes cannot be classified as a blaster, but if such use is increased to twenty sticks a day for the entire or greater part of a day, he should no longer be classified as a laborer, but as a blaster. The test which should be used in determining whether duties added to job content demand a change in classification is one of reasonableness of the increase in workload. While this test is one which may finally be made only by an arbitrator, management should consider it before adding duties to existing job content and the union should apply the test before raising a grievance protesting such addition.

### *Conclusion*

Job classification is here to stay. It is the answer to the need for some kind of uniformity and stability of wages in proportion to job content. There are many different kinds of systems, each best suited for a particular set of circumstances. The essential element in a successful job classification plan lies not only in getting the right scheme for the right conditions, but also in selling the classification system to the employer, the union, and the employee. The more the union participates in job classification, the smoother the system will work, but the union must realize that expedient production methods and correct job classifications are responsibilities of the union as well as management. Under mature collective bargaining some successful job classification system is available to all employers and employees. It rests in them to find the one best suited for their needs.

### APPENDIX I

The scattering of decisions concerning job classifications throughout Labor Arbitration reports makes research in this area extremely difficult. The following collection is intended to include all pertinent post Taft-Hartley arbitrations to be found in the reports.

#### A. CREATION OF A NEW CLASSIFICATION

Bethlehem Steel Co., 16 Lab. Arb. 25. (1951)  
 Intl. Harvester Co., 17 Lab. Arb. 101. (1951)  
 Mengle Co., Inc., 17 Lab. Arb. 361. (1951)  
 Intl. Harvester Co., 17 Lab. Arb. 592. (1951)  
 Bethlehem Steel Co., 17 Lab. Arb. 631. (1951)  
 Wyandotte Chemicals Corp., 17 Lab. Arb. 697. (1951)  
 Armstrong Rubber Co., 18 Lab. Arb. 90. (1952)  
 Intl. Harvester Co., 18 Lab. Arb. 303. (1952)

Intl. Harvester Co., 18 Lab. Arb. 306. (1952)  
 Librascope Company, Inc., 18 Lab. Arb. 539. (1952)  
 Intl. Harvester Co., 20 Lab. Arb. 116. (1953)  
 Tin Processing Corp., 20 Lab. Arb. 362. (1953)  
 Bethlehem Steel Co., 21 Lab. Arb. 354. (1953)  
 Tennessee Products & Chemical Corp., 22 Lab. Arb. 213. (1954)  
 Curtis-Wright Corp., 22 Lab. Arb. 831. (1954)  
 Continental Oil Co., 22 Lab. Arb. 880. (1954)  
 Emhart Mfg. Co., 23 Lab. Arb. 61. (1954)

---

52. Gar Wood, Inc., 22 Lab. Arb. 605 (1954).

Lone Star Steel Co., 23 Lab. Arb. 164. (1954)  
 Moraine Paper Co., 24 Lab. Arb. 696. (1955)  
 Faultless Caster Corp., 24 Lab. Arb. 713. (1955)  
 Armstrong Rubber Mfg. Co., 24 Lab. Arb. 721.  
 (1955)  
 United Wall Paper, Inc., 25 Lab. Arb. 188.  
 (1955)  
 Cameron Iron Works, Inc., 25 Lab. Arb. 665.  
 (1955)

#### B. ELIMINATION OF A CLASSIFICATION

Great Lakes Carbon Corp., 19 Lab. Arb. 797.  
 (1953)  
 United States Steel Corp., 23 Lab. Arb. 561.  
 (1954)  
 Reynolds Metals Co., 25 Lab. Arb. 47. (1955)  
 Dewey Portland Cement Co., 25 Lab. Arb. 838.  
 (1956)  
 Cochran Roil Company, 26 Lab. Arb. 155.  
 (1956)  
 Lone Star Steel Co., 26 Lab. Arb. 160. (1956)

#### C. CHANGE OF CLASSIFICATION

Pacific Hard Rubber Co., 18 Lab. Arb. 375.  
 (1952)  
 Bethlehem Steel Co., 18 Lab. Arb. 727. (1952)  
 Pittsburgh Steel Co., 19 Lab. Arb. 595. (1952)  
 Republic Steel Corp., 20 Lab. Arb. 370. (1953)  
 Central Soya Co., Inc., 20 Lab. Arb. 463.  
 (1953)  
 John Deere Harvester Works, 20 Lab. Arb. 665.  
 (1953)  
 United States Steel Corp., 21 Lab. Arb. 609.  
 (1953)  
 John Deere Waterloo Tractor Works, 21 Lab.  
 Arb. 784. (1953)  
 Bethlehem Steel Co., 23 Lab. Arb. 340. (1954)  
 Kay Mfg. Co., 23 Lab. Arb. 797. (1954)  
 Wheeler Insulated Wire Co., Inc., 23 Lab. Arb.  
 782. (1954)  
 Aveco Mfg. Co., 23 Lab. Arb. 268. (1955)  
 United States Steel Corp., 25 Lab. Arb. 685.  
 (1955)

#### D. WORK IN TWO CLASSIFICATIONS

Intl. Harvester Co., 16 Lab. Arb. 550. (1951)  
 Eagle-Picher Mining & Smelting Co., 17 Lab.  
 Arb. 205. (1951)  
 Hatfield Wire & Cable Co., 17 Lab. Arb. 548.  
 (1951)  
 Sigfried K. Longren, Inc., 18 Lab. Arb. 352.  
 (1952)  
 L. Brossman Sons, Inc., 19 Lab. Arb. 347.  
 (1952)  
 Bendix Aviation Corp., 19 Lab. Arb. 428.  
 (1952)  
 Bethlehem Steel Co., 19 Lab. Arb. 521. (1952)  
 Standard Oil Co., 19 Lab. Arb. 665. (1952)  
 Corn Products Refining Co., 20 Lab. Arb. 142.  
 (1953)  
 Soule Steel Co., 21 Lab. Arb. 88. (1953)  
 John Deere Harvester Works, 21 Lab. Arb. 244.  
 (1953)  
 Hotpoint Co., 23 Lab. Arb. 562. (1954)  
 Lear, Inc., 23 Lab. Arb. 829. (1954)

#### E. TEMPORARY TRANSFER

United States Steel Co., 18 Lab. Arb. 518.  
 (1952)  
 Intl. Harvester Co., 17 Lab. Arb. 553. (1951)  
 Willys Motors, Inc., 22 Lab. Arb. 289. (1954)  
 Rexall Drug Co., 22 Lab. Arb. 837. (1954)  
 Phelps Dodge Corp., 25 Lab. Arb. 64. (1955)  
 Firestone Tire & Rubber Co., 25 Lab. Arb. 251.  
 (1955)

#### F. INCLUSION OF THE SAME DUTIES IN TWO CLASSIFICATIONS

Chrysler Corp., 16 Lab. Arb. 106. (1951)  
 Douglas Aircraft Co., Inc., 18 Lab. Arb. 387.  
 (1952)  
 Librascope, Inc., 18 Lab. Arb. 462. (1952)  
 Sundstrand Machine Tool Co., 20 Lab. Arb.  
 752. (1953)  
 Erie Forge & Steel Corp., 22 Lab. Arb. 551.  
 (1954)

#### G. ADDED DUTIES TO A CLASSIFICATION

Thor Corp., 16 Lab. Arb. 770. (1951)  
 Jones & Laughlin Steel Corp., 17 Lab. Arb.  
 277. (1951)  
 Koppers Co., Inc., 19 Lab. Arb. 358. (1952)  
 Esso Standard Oil Co., 19 Lab. Arb. 569.  
 (1952)  
 Continental Baking Co., 20 Lab. Arb. 309.  
 (1953)  
 Republic Steel Corp., 20 Lab. Arb. 370. (1953)  
 Jenkins Bros., 20 Lab. Arb. 586. (1953)  
 Linde Air Products Co., 20 Lab. Arb. 861.  
 (1953)  
 Gar Wood Industries, Inc., 22 Lab. Arb. 605.  
 (1954)  
 Federal Bearings Co., Inc., 22 Lab. Arb. 721.  
 (1954)  
 John Deere Des Moines Work, 23 Lab. Arb.  
 206. (1954)  
 Pan-Am. Southern Corp., 25 Lab. Arb. 611.  
 (1955)

#### H. THE ROLE OF THE ARBITRATOR IN JOB CLASSIFICATION CASES

Northwestern Bell Telephone Co., 16 Lab. Arb.  
 424. (1951)  
 Jack and Heintz Precision Industries, Inc., 20  
 Lab. Arb. 289. (1953)  
 Madwed Mfg. Co., 20 Lab. Arb. 718. (1953)  
 Mathieson Chemical Corp., 21 Lab. Arb. 361.  
 (1953)  
 Krug v. Republic Pictures Corp., 21 Lab. Arb.  
 364. (1953)  
 Brown & Sharp Mfg. Co., 21 Lab. Arb. 461.  
 (1953)  
 Tennessee Products & Chemical Corp., 22 Lab.  
 Arb. 213. (1954)  
 Federal Bearings Co., 22 Lab. Arb. 721. (1954)  
 Emhart Mfg. Co., 23 Lab. Arb. 61. (1954)  
 John Deere Des Moines Works, 23 Lab. Arb.  
 206. (1954)  
 Virginia-Carolina Chemical Corp., 23 Lab. Arb.  
 228. (1954)  
 Hotpoint Co., 23 Lab. Arb. 562. (1954)