

Mobil Oil Corporation and International Union of Operating Engineers, Local Union 30, AFL-CIO, Petitioner. Case 29-RC-546

January 22, 1968

DECISION ON REVIEW AND ORDER

On December 28, 1966, the Regional Director for Region 29 issued a Decision and Direction of Election in the above-entitled proceeding, finding appropriate the Petitioner's requested unit of powerhouse employees at the Employer's Port Mobil terminal in Staten Island, New York, for severance from the established broader unit represented by the Intervenor, Petroleum Association of Labor. Thereafter, the Employer requested reconsideration of such Decision in the light of the National Labor Relations Board's decision in *Mallinckrodt Chemical Works, Uranium Division*, 162 NLRB 387, issued the same day. On January 6, 1967, the Regional Director issued an Order in which, upon reconsideration, he reaffirmed his Decision as consistent with the rationale of *Mallinckrodt*. Thereafter, the Employer, in accordance with Section 102.67 of the National Labor Relations Board Rules and Regulations, Series 8, as amended, filed a timely request for review of the Regional Director's Decision and subsequent Order as to the craft severance issue presented. The Petitioner filed a statement in opposition to the request for review.

By telegraphic Order dated February 9, 1967, the Board granted the request for review, invited the parties to submit offers of proof concerning industry and area practice in the representation of powerhouse employees, and stayed the election pending decision on review. Thereafter, all the parties filed briefs on review; the Employer and the Petitioner also filed offers of proof.

The Board has considered the entire record in this case, including the briefs on review and offers of proof submitted by the parties, and makes the following findings:

The Petitioner in its petition sought to sever a unit of 5 licensed stationary engineers employed in the powerhouse at the Employer's Port Mobil terminal from the Intervenor's established unit covering all employees at 15 terminals in the greater New York City area which are administratively part of the Employer's New York State division.¹ The In-

tervenor has bargained for the broader unit for over 20 years.²

In his Decision and Direction of Election, the Regional Director found that the requested stationary engineers, including three bulk plant helpers permanently assigned to assist the stationary engineers in the powerhouse, constituted a functionally distinct departmental unit, that the Petitioner has traditionally represented separate units of employees in powerhouses, and that, under *American Potash*,³ the powerhouse unit involved was appropriate for severance from the broader unit herein. In his Order, as above-indicated, he reconsidered the record in the light of the *Mallinckrodt* standards enunciated by the Board to replace those of *American Potash*, and he reaffirmed his conclusion that severance was appropriate.

The Employer and the Intervenor contend that the Regional Director gave insufficient weight to the length and stability of the established bargaining relationship and the high degree of functional integration of powerhouse operations with terminal operations. In addition, the Employer offers to prove that among major oil companies with unionized terminal facilities which have a powerhouse like that at Port Mobil, the universal practice has been to include the powerhouse employees in a broader unit. The Petitioner argues that the Regional Director correctly concluded that severance was proper under the standards of *Mallinckrodt*. Although it does not dispute the facts advanced in the Employer's offer of proof, the Petitioner itself offers to prove that it represents separate units of powerhouse employees like those here in question at six oil company storage facilities in New York and New Jersey⁴ and that it represents powerhouse units in many industries.

At its Port Mobil terminal the Employer receives, stores, and subsequently sells or redistributes its petroleum products.⁵ The terminal covers approximately 203 acres and contains about 40 large tanks for the storage of petroleum products, in addition to smaller tanks used in the operation of terminal equipment. There are pipelines throughout the terminal used to convey salt water and fresh water, steam, and the various petroleum products. Tankers and barges unload products at a wharf for conveyance by pipe to the storage tanks. The products, when sold or redistributed, are reloaded from the tanks into barges at the wharf or into tank trucks at

¹ The Port Mobil terminal is the only one among the 15 terminals within the unit which employs powerhouse employees. There are two other terminals within the Employer's New York State division, located in Brooklyn and Albany, New York, which do employ similar powerhouse employees. At each of these terminals, the powerhouse employees are represented by another labor organization as part of a terminalwide unit.

² The Intervenor was certified as the representative of such unit on May 7, 1956.

³ *American Potash & Chemical Corporation*, 107 NLRB 1418

⁴ As indicated above, there are powerhouse facilities at only three of the

terminals in the Employer's New York State division. The Employer, in its offer of proof, states that operation of its own high pressure boiler system is economically competitive only in a large terminal such as Port Mobil. Other major oil companies apparently follow the same policy. Of the approximately 350 organized terminals of other major oil companies listed in the Employer's offer of proof, only 11 operate their own powerhouses.

⁵ Gasolines, kerosenes, fuel oils, jet fuels, solvents, No. 6 fuel oil, and others.

one of two truckloading racks. At one end of the wharf there is a barge cleaning plant where barges used for transporting a product are steam cleaned in preparation for reuse in transporting a different product. All the buildings, including the garage and office building, warehouses for storage of steel drums and pipes, the marine building, and the powerhouse, are located at one corner of the property.

A small percentage of the steam produced by the high pressure boilers in the powerhouse is utilized to heat the buildings at the terminal. Most of the steam produced is used to heat the No. 6 fuel oil, which is a heavy oil somewhat like tar when cold, in order to facilitate its movement through pipes into and out of storage tanks, to steam clean barges in the barge cleaning plant, to power steam-driven pumps on water pipelines and certain product pipelines, and, when necessary in the winter time, to heat the water pipes which are part of the fire protection system.

Port Mobil terminal is in operation around the clock everyday. The employees included in the Intervenor's contract unit consist of 15 bulk plant men, 18 bulk plant helpers, 8 motor vehicle drivers, 1 auto mechanic, 1 dispatcher, and 5 stationary engineers. The entire complement is under a terminal superintendent and his assistant, and six foremen, including four gauger or terminal foremen who direct all operations on each shift, a stationary engineer foreman, and a maintenance foreman. There are bulk plant men assigned to each shift whose duties are to gauge the products in the storage tanks, receive and "ship" barges and tankers, and do general maintenance work. There is at least one bulk plant helper assigned to each shift to assist in a variety of tasks and to do maintenance work. In addition, as indicated above, there are three bulk plant helpers permanently assigned to assist in the powerhouse.

Of the five stationary engineers, four regularly perform duties in the powerhouse, on rotating shifts 7 days per week. The fifth is the relief stationary engineer. On the second and third shifts, the stationary engineers are assisted by one of the three bulk plant helpers permanently assigned to such duties. There is also a stationary engineer foreman⁶ on the day shift who supervises the five stationary engineers and the bulk plant helpers assigned to the powerhouse.

The relief stationary engineer, when not relieving a regular powerhouse engineer, works on the day shift and spends most of his time outside the powerhouse performing maintenance and construction work on boilers, pumps, and steam and water lines, as well as some maintenance work not related

directly to the power system. At such times he is assisted by bulk plant helpers, who, in addition, are assigned as needed to powerhouse duties on the day shift and as relief for bulk plant helpers permanently assigned to the powerhouse on the second and third shifts. When working with a stationary engineer, the bulk plant helpers are under the supervision of the stationary engineer foreman, but at other times are under the supervision of the maintenance foreman who also supervises two bulk plant men. Those helpers permanently assigned to the powerhouse must leave at intervals to check the outside pumps and lines for the stationary engineer, and they are sometimes assigned to assist in such nonpowerhouse duties as docking tankers when the terminal foreman needs extra help, at which times they would apparently be under the direct supervision of the gauger foreman. In addition, other bulk plant helpers may, on occasion, work on a temporary basis in the powerhouse, performing special maintenance work under the supervision of the stationary engineer foreman.

All bulk plant helpers are paid the same wage scale, regardless of their duty assignments, and every 6 months the other bulk plant helpers may bid, on the basis of seniority, for permanent assignment to powerhouse duty.⁷ The stationary engineers must be licensed by New York City and are the highest paid of the employees covered by the existing contract. In all other respects all employees have the same working conditions and benefits. Thus, all have a basic 40-hour workweek, and personnel in each classification are required on each shift; all have the same hours of work and are eligible for the same benefits, such as medical, survivorship, and sickness and accident benefits, savings, group accident insurance, etc. All employees are on the same payroll, are paid the same day, wear the same uniform and receive a standard allowance therefor, punch the same timeclock, and have terminalwide bumping rights in the event of a layoff, provided the senior employee is qualified to do the work. On the other hand, the Intervenor's contract gives weight to the separate interests of the various classifications, including stationary engineers, through departmental seniority for such purposes as vacations, layoffs, etc.

Although the Petitioner traditionally has represented separate units of powerhouse employees in a number of industries, we note from the Employer's offer of proof⁸ that it represents such employees in some plants as part of a broader unit. At installations engaged in the storage and distribution of petroleum products, such as the Employer's here involved, it appears from the offers of proof submitted on review that the pattern of bargaining

⁶ The stationary engineer foreman supervises the first shift and handles questions on technical matters on the other shifts, while on the second and third shifts the gauger foreman supervises all employees, including stationary engineers, in nontechnical matters.

⁷ The three helpers now permanently assigned to the powerhouse have been working there for 5 to 10 years.

⁸ Fn. 4, *supra*.

has, with minor exceptions, been in terminalwide units including powerhouse employees. And it is clear in this record that at other plants of the Employer bargaining has been conducted on that broader basis.

On the undisputed facts contained in the record, and giving due consideration to the offers of proof submitted on review as they relate to the standards set forth in *Mallinckrodt*, we conclude that severance of the powerhouse employees from the established broader unit is inappropriate herein. Notwithstanding the licensing requirement for stationary engineers and their separate supervision in technical matters, they share common supervision with other employees in other respects on the second and third shifts. Also, we agree with the Regional Director that a departmental unit would have to include everyone employed in that department, but there is considerable interchange among the bulk plant helpers. Thus, those permanently assigned to the powerhouse assist elsewhere and other bulk plant helpers at times assist or work in the powerhouse, coming under supervision of a foreman other than their usual one in the course of such temporary assignment. Furthermore, the permanent helpers in the powerhouse do not remain in the powerhouse but often move through the other operations in the course of their duties. And the relief stationary engineer spends a substantial amount of his regular working time outside the powerhouse on both powerhouse and other maintenance work, at which time he is regularly assisted by bulk plant helpers not normally assigned to the powerhouse. This intermingling of duties and contact between powerhouse and other workers and shifting of supervision, when coupled with the other considerations here present, including specifically the long and stable bargaining history on a terminalwide basis at the location involved here, the similar bargaining practice at like terminals of this Employer and other major oil companies, the apparent consideration which has been given the interest of powerhouse employees as part of the broader unit, and the high degree of integration which exists between the powerhouse function and the storage and distribution operations of the terminal, lead us to the conclusion that the separate interests of the powerhouse employees are so merged into the broader community of interest shared by all ter-

terminal employees as to render a separate powerhouse department unit inappropriate.

We shall, therefore, dismiss the petition in accordance with the principles we set forth in *Mallinckrodt*. By so doing, of course, we do not imply that units of powerhouse employees are inherently or presumptively inappropriate and may never be severed. Rather we shall continue to examine the circumstances in each case, as the Board or a panel thereof has done both here and in the recent cases of *Buddy L. Corporation*, 167 NLRB 808, where we severed a unit of toolroom employees, and *Mesta Machine Company*, 167 NLRB 99, where we found a separate unit of powerhouse employees appropriate.

It is hereby ordered that the petition filed herein be, and it hereby is, dismissed.

Member Fanning, dissenting:

My colleagues are reversing the Regional Director, who found the requested powerhouse unit appropriate for separate bargaining as a departmental unit in accord with established precedent. They assume the appropriateness of this unit but dismiss the petition on the basis of the recent *Mallinckrodt* decision,⁹ placing the primary onus for this reversal on the 20-year history of bargaining for these employees as part of a larger unit. Even the *Mallinckrodt* decision, however, recognized the separate community of interests of powerhouse employees.¹⁰ In that very case my colleagues adverted to the segregated work location of *Mallinckrodt's* powerhouse employees and their virtual lack of contact with other employees, and thus explained the fact that the powerhouse employees had been permitted to sever. Also, in that case, because of the distinguishing work characteristics with respect to the powerhouse group, my colleagues saw no "necessary inconsistency" in denying severance to instrument mechanics with admitted craft status. Here, with a separately located powerhouse involved, one surely would think that they would be concerned with the inconsistency in their recent thinking about powerhouse units.

Actually the Board, from its earliest decisions, has granted separate units to true powerhouse groups.¹¹ The published cases of the Board severing

⁹ *Mallinckrodt Chemical Works, Uranium Division*, 162 NLRB 387, in which I concurred in the new policy of not excepting any industry as such from craft severance, though dissenting from the denial of severance to skilled instrument mechanics

¹⁰ *Mallinckrodt*, above, at fn. 18.

¹¹ See *American Tobacco Company*, 2 NLRB 198, where powerplant employees, like office employees and machine shop employees, were excluded from the manufacturing group sought and described as "merely ad-

juncts". *The Warfield Company*, 6 NLRB 58, 64, where the Board emphasized the work location in a building separate from the main plant and the "radically different" duties from those of production workers; *National Distillers Products Corporation*, 20 NLRB 467, small groups of power plant employees at employer's three Louisville plants; *Acme White Lead & Color Works*, 29 NLRB 1158, 1161, separate building, longer workweek, and higher pay noted, as well as eligibility to other labor organizations

such units from larger units are legion.¹² No doubt the unpublished cases since 1961 — when authority in representation cases was delegated to the Board's Regional Directors with the result that relatively few representation cases now reach the Board for initial decision — reflect a similar pattern of granting severance to true powerhouse units. This is that sort of case.

Here we have five stationary engineers, all licensed by New York City to operate high pressure steam boilers and required by ordinance to stand watch over such boilers, plus three helpers permanently assigned to the powerhouse who have acted in that capacity for 5 to 10 years, all under the supervision of a stationary engineer foreman, or chief engineer as also called. My colleagues find, however, that the interests of these separately supervised and separately located powerhouse employees having a unique work assignment at Port Mobil have been merged with those of the approximately 400 nonpowerhouse employees in the existing contract unit. At the Port Mobil bulk plant and terminal, where the powerhouse in question is located, the nonpowerhouse employees (about 50 of them) are engaged in receiving steamers and barges and dispatching and driving oil trucks. The remaining contract unit employees apparently do the same sort of work at other installations in the New York City area comprising the unit. Other installations have no powerhouse; they purchase their power.¹³

My colleagues emphasize particularly the "long and stable" bargaining history at Port Mobil as ground for denying these powerhouse employees democratic expression. Are they saying that these

employees sought by the Petitioner have had satisfactory representation because their inclusion in an overall unit for 24 years has been unaccompanied by labor strife? Under *Mallinckrodt*, are groups traditionally granted separate representation to be required to demonstrate an unstable bargaining history by overt protest actions in order to qualify for separate representation?¹⁴ The adequacy of employee representation, it seems to me, is better judged by employee reaction expressed by vote in an appropriate separate unit or voting group rather than by Board fiat based solely on the presumption that denial of opportunity to sever will necessarily prolong stability. Separate seniority and top wages under the contract, such as these powerhouse employees are said to have, may also, to my colleagues, seem like satisfactory representation — though it is difficult to understand how these same factors are convincingly consistent with a merger of interests with rank-and-file employees — but to the employees concerned the problem of satisfactory representation may be focused on entirely different conditions of employment. Why now should the Board substitute its judgement in this regard for the hopes and desires of a majority of the employee group?

The facts are accurately and succinctly set forth in the Regional Director's Decision and Direction of Election of December 28, 1966, which he reaffirmed on January 6, 1967, after considering the impact of the intervening *Mallinckrodt* decision and its footnote 18, referred to above. He should be affirmed. This small group stationed in the Port Mobil powerhouse, with its stationary engineers licensed for specialized boiler work, having only limited con-

¹² *General Foods Corp., Corn Mill Div.*, 54 NLRB 596; *Sangamo Electric Company*, 59 NLRB 364; *Chickasaw Wood Products Company*, 65 NLRB 664; *L. E. Shunk Latex Products Inc.*, 67 NLRB 552; *Mallinckrodt Chemical Works*, 67 NLRB 1147, and 76 NLRB 1055; *American Sugar Refining Company*, 76 NLRB 1009; *General Motors Corporation*, 76 NLRB 879; *Kimberly-Clark Corporation*, 78 NLRB 102; *Mengel Company*, 78 NLRB 880; *Crocker, Burbank and Co.*, 80 NLRB 774; *Wilson & Co.*, 80 NLRB 1463, and 80 NLRB 1466; *Swift and Company*, 81 NLRB 333; *C. A. Swanson and Sons*, 81 NLRB 321; *Jacobsen Mfg. Co.*, 82 NLRB 1404; *Baugh and Sons*, 82 NLRB 1399; *Container Corporation of America*, 83 NLRB 424; *Ralston Purina Company*, 86 NLRB 107; *John Oster Mfg. Co.*, 86 NLRB 113; *American Smelting & Refining Co.*, 86 NLRB 1172; *John Morrell & Co.*, 86 NLRB 192; *Industrial Rayon Corporation*, 87 NLRB 4; *Armour and Company*, 88 NLRB 309; *American Box Board Company*, 90 NLRB 122; *A. D. Julhard & Co., Inc.*, 94 NLRB 1306; *Electric Storage Battery Company*, 94 NLRB 1308; *Crown Zellerbach Corp.*, 96 NLRB 378; *Federal Telephone & Radio Corp.*, 98 NLRB 1324; *Pabco Products, Inc.*, 101 NLRB 281; *Schaffner Bros. Co.*, 102 NLRB 1010; *Kimble Glass Company*, 102 NLRB 933; *Anheuser-Busch & Co., Inc.*, 103 NLRB 1020; *Armstrong Tire and Rubber Company*, 104 NLRB 892; *W. C. Hamilton and Sons*, 104 NLRB 627; *Celotex Corporation*, 105 NLRB 815; *Standard Register Company*, 106 NLRB 351; *American Potash & Chemical Corporation*, 107 NLRB 1418; *Industrial Rayon Corporation*, 107 NLRB 1518; *Procter & Gamble Manufacturing Company*, 109 NLRB 315; *Formica Company*, 109 NLRB 964; *Pioneer Division, Flintkote Company*, 109 NLRB 1273; *Navar Corporation*, 109 NLRB 1278; *General Foods Corporation*, 110 NLRB 265; *General Electric Company*, 110 NLRB 744; *Park Drop Forge Company*, 110 NLRB 915; *Montgomery Ward & Company*, 110 NLRB 256; *Baldwinville Products, Inc.*, 111 NLRB 752; *Stauffer Chemical Company of Nevada*, 113

NLRB 1255; *International Harvester Company*, 113 NLRB 750; *North American Aviation, Inc.*, 113 NLRB 1049; *G. Washington and Burnetts Div. of American Home Foods, Inc.*, 114 NLRB 1352; *Ketchikan Pulp Company*, 115 NLRB 379; *Montgomery Ward & Company*, 115 NLRB 510; *American Bosch Arma Corporation*, 115 NLRB 226; *North American Aviation, Inc.*, 115 NLRB 1090; *Hawley & Hoops, Inc.*, 115 NLRB 1276; *Botany Mills, Inc.*, 115 NLRB 1497; *U. S. Smelting, Refining and Mining Company*, 116 NLRB 661; *Westinghouse Electric Corp.*, 117 NLRB 520; *American Potash & Chemical Corporation*, 117 NLRB 1508; *Union Steam Pump Company*, 118 NLRB 689; *Whuppny Paper Board Company*, 119 NLRB 1615; *Dana Corp.*, 122 NLRB 365; *General Electric Company*, 123 NLRB 884; *Victor Manufacturing & Gasket Company*, 133 NLRB 1283.

¹³ The majority relates the powerhouse function and the terminal's storage and distribution operations and finds a "high degree of integration" between the two. This emphasis on the relationship of a supporting function — of which a powerhouse is an excellent example — to the industrial operation it supports belabors the obvious. The function of purchased steam would be equally integrated with the Employer's total operation. If this basic fact of industrial life is to be "mobilized" to deny severance, few employees engaged in a supporting function can anticipate separate representation, regardless of the Act's wording and regardless of a long tradition of separate representation. These will do them no good. Bargaining by plant "subdivision" is well on its way to being read out of Section 9(b), despite that Section's mandate to the Board to assure to employees the fullest freedom in exercising the rights guaranteed by the Act.

¹⁴ See *Buddy L. Corporation*, 167 NLRB 808, where the bargaining history was marked by work stoppages, as well as direct bargaining by the craftsmen with their employer with which the plantwide representative was apparently in accord.

tact with employees in the large contract unit, devoting its time to work involving the boilers, the steam lines, and allied pumping equipment, is, by Board standards including *Mallinckrodt*, entitled to a self-determination election. I perceive nothing on this record, including the bargaining history, which justifies a change of policy with respect to this type of bargaining unit.¹⁵

As the Regional Director's decision in this case demonstrates, my colleagues' refusal to accord the powerhouse employees an opportunity to change their bargaining representative is not required by the Board's recent decision in the *Mallinckrodt* case, which strongly intimated that, because of their traditionally recognized separate community of interests, severance of powerhouse employees was entirely consistent with the policy there set forth. In other recent decisions, my colleagues have also given assurances that the *Mallinckrodt* doctrine was not intended always to foreclose severance elections, and that, notwithstanding the adverse decisions in those cases, they would permit the

severance of skilled employees from more inclusive bargaining units at some other times and in some other cases.¹⁶

My colleagues point to the fact that since *Mallinckrodt*, they have granted a powerhouse unit in *Mesta Machine Company*, 167 NLRB 99, and a separate toolroom employees' unit in *Buddy L. Corporation*, 167 NLRB 808. In *Mesta*, which was initial organization, the Board noted that no union was seeking a more comprehensive unit than the powerhouse; in *Buddy L.*, the craftsmen sought were bargaining directly with the employer so that the case involves more nearly initial organization than severance. I do not know what the citation of these cases is supposed to demonstrate. It is small solace to employees in the traditional powerhouse unit which we have here, and other skilled craftsmen, that the Board in two other cases, obviously distinguishable from this one, granted separate units.

I therefore dissent from this dismissal and would affirm the Regional Director.

¹⁵ With respect to my colleagues' assertion that these employees are subject to "intermingling of duties" and "shifting supervision," I rely on the following excerpt, from the Regional Director's Decision, as a fair, informed, and accurate summation of the record:

The record shows that 4 of the 5 stationary engineers at Port Mobil primarily stand watch in the powerhouse, on rotating shifts 7 days a week. Their duties consist of maintaining and operating high-pressure boilers and related equipment. The 5th stationary engineer is a relief man who, when he is not standing watch as vacation or other relief in the powerhouse, spends 4 days a week doing repair work both in and out of the powerhouse, on boilers, pumps, and steam and water lines utilized in generating steam and power. He *occasionally* does some additional maintenance work which is not related directly to the power system [Emphasis supplied.]

All 4 of the stationary engineers have been licensed by the City of New York after passing oral and written examinations taken after a minimum of 5 years' experience. They are supervised by a licensed stationary engineer foreman,³ do not interchange with the other

³ Although the Employer contended, both at the hearing and in its brief, that the terminal (gauger) foremen on the night shifts supervise the stationary engineer, it appears that such supervision mainly is limited to requests for additional power or temperature changes, or for the services of the bulk helpers assigned to the powerhouse, discussed *infra*, or the granting of stationary engineers' requests to use a vehicle to check power lines at night. Moreover, the stationary engineers credibly testified that in case of an emergency in the powerhouse when the stationary engineer foreman is not present, they contact him by telephone or use their own good judgment.

employees, and perform virtually no work which is not connected with the operation and maintenance of the power system. They receive the same benefits as all other employees.

In addition to the stationary engineers, there are three bulk plant helpers permanently assigned to the powerhouse. Although these employees are not licensed, they assist the stationary engineers in blowing tubes, reading gauges, oiling and greasing equipment, and doing simple maintenance work. They leave the powerhouse at intervals to check outside pumps and lines for the stationary engineers. When the terminal foremen need extra help, primarily in docking tankers, these three men are temporarily assigned to assist. On occasion, other bulk plant helpers may work on a temporary day-to-day basis in the powerhouse performing special maintenance work under the supervision of the stationary engineer foreman.

The above excerpt, I would conclude, adds up to "separate supervision" for the five licensed stationary engineers for whom this separate representation petition was filed. It does not seem to me that requests by plant supervisors for "more power," or for the temporary services of a helper, or the grant of permission to use a vehicle, constitute supervision within the meaning of this Act. Yet my colleagues, admitting the separate supervision of stationary engineers on technical matters at all times, characterize the nontechnical type of contact between stationary engineers and plant supervisors as "common supervision with other employees in other respects on the second and third shifts." This is termed "shifting supervision" for stationary engineers, a conclusion which is untenable to me. It seems, therefore, that the dismissal of this traditional departmental unit of powerhouse employees is actually accomplished by my colleagues under the umbrella of "intermingling of duties" of helpers at the terminal, in avoidance of the significant fact that the 3 helpers included in the unit by the Regional Director are regularly assigned to the powerhouse and have worked at that regular assignment for 5 to 10 years.

¹⁶ See, for example, *Potlatch Forests, Inc.*, 165 NLRB 1065, *Timber Products Company Division of Cyprus Mines Corporation*, 164 NLRB 1060.