

3. Northern Wisconsin Regional Council of Carpenters (“Millwright Union”) has been, at all times material, a labor organization within the meaning of Section 2(5) of the Act. (Comp. at Par. 4; Ans. at Par. 4)

4. UKS is a successor to entities identified as Kiser-Johnson & Co., Inc. and United Construction, Inc. (Gallino Dec. at Par. 5, Ex. 1)

5. All of these entities were subject to area collective bargaining agreements with Local 1329. (Gallino Dec. at Par. 6)(The current Local 1329 Field Agreement is attached as Exhibit 2)

6. Hydro electric repair, as performed by UKS, consists of a field crew removing equipment at the hydroelectric job site to be repaired, transporting the equipment to the Shop, repairing the equipment in the Shop, and returning the equipment to the hydro electric job site where the field crew reinstalls the equipment. (Gallino Dec. at Par. 13)

7. In late 2006 or early 2007, UKS established a new and different line of work consisting of production subcontracts for the marine industry with Marinette Marine Company, as the principal customer. (Gallino Dec. at Par. 20)

8. Joe Spinnato hired and developed a production workforce to perform the marine products line of business including Laborers and persons performing other work, including electricians, welders, sand blasters, painters, tool crib controllers and CNC programmers. (Gallino Dec. at Par. 21)

9. Joseph L. Gallino has been, at all times relevant and material to this case, acted as a Field Representative for Local 1329. (Gallino Dec. at Pars. 1, 17 and 18)

10. The workforce during the Kiser-Johnson and United Construction years consisted of multi-trade Field Crews and Shop Employees. (Gallino Dec. at Par. 16)

11. The Field Crews variously included employees represented by the Millwright Union, Laborers’ Union, Bricklayers’ Union, Iron Workers’ Union, and occasionally other trades.

12. The Shop workforce, as of this date, includes four (4) millwrights primarily engaged in the hydroelectric repair line of business and twelve (12) production employees primarily engaged in the marine products line of business. (Gallino Dec. at Par. 31)

13. UKS and the Laborers' Union are parties to a multi-employer field agreement effective from May 1, 2005 through April 30, 2010. (Exhibit 2)

14. UKS and the Laborers' Union are parties to a Warehouse & Maintenance Shop Agreement effective from May 1, 2005 (March 1, 2007 for UKS) through April 30, 2010. (Exhibit 3)("Local 1329 Shop Agreement").

15. UKS and the Millwright Union were parties to a multi-employer field agreement effective from May 26, 2002 (January 1, 2006 for UKS) through May 31, 2008, which agreement has been renewed. (Exhibit 4)("Millwright Field Agreement").

16. UKS and the Millwright Union were parties to a Shop Agreement effective from January 1, 2006 through May 31, 2008, which Agreement has not been renewed. (Exhibit 5)("Millwright Shop Agreement").

17. Effective January 1, 2006, William Harris signed a Voluntary Recognition Agreement and UKS became signatory to the Millwright Field Agreement.

18. When the marine line of business was started in early 2007, Joe Spinnato and Joe Gallino met and agreed upon the Laborers Shop Agreement to be effective March 1, 2007.

19. Neither the Millwright Union nor the Laborers' Union has been certified by the National Labor Relations Board as collective bargaining representatives for any unit of UKS Shop Employees. (Gallino Dec. at Par. 34)

20. Joe Gallino has periodically visited the UKS Shop and maintained regular contact with employees covered by the Laborers Shop Agreement.

21. At all times after March 1, 2007, the Millwrights working in the UKS Shop were aware that Laborers were performing Marine Work in the Shop under the Local 1329 Shop Agreement. (Gallino Dec. at Par. 40)

22. At all times after March 1, 2007, a Millwright Steward has been assigned to the UKS Shop and Joe Gallino has met and talked with the Steward on a number of occasions. (Gallino Dec. at Par. 35)

23. The Local 1329 Field and Shop Agreements contain future recognition clauses. (Exhibits 2 and 3)

24. The Millwright Field and Shop Agreements do not contain future recognition clauses that are binding on the unit employees performing Laborers' work.

25. The Millwrights had actual knowledge effective March 1, 2007, that Laborers were performing Marine Work in the UKS Shop under the Local 1329 Shop Agreement.

26. The Millwrights had constructive knowledge effective March 1, 2007, that Laborers were performing Marine Work in the UKS Shop under the Local 1329 Shop Agreement.

27. The Laborers' Agreements, including that portion of the Shop Agreement in question are valid Section 9(a) Agreements.

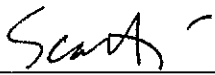
28. The Charge in the instant case was filed on October 27, 2008.

Dated at Portage, Michigan this 11th day of February, 2009.

Date: February 11, 2009

Respectfully submitted,

SCOTT GRAHAM PLLC

By  _____

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**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTIETH REGION**

UNITED KISER SERVICES, LLC

and

**CONSTRUCTION AND GENERAL LABORERS UNION,
LOCAL 1329**

**Case Nos. 30-CA-18129
30-CB-05352**

and

**NORTHERN WISCONSIN REGIONAL COUNCIL OF
CARPENTERS**

CERTIFICATE OF SERVICE

On February 11, 2009, Elizabeth A. Smeal, served a copy of Respondent Union, Construction and General Laborers' Union, Local 1329's Motion for Summary Judgment, Brief in Support of Motion for Summary Judgment, Proposed Findings of Fact, Declaration of Joseph L. Gallino and Certificate of Service by placing said documents in an envelope properly addressed as stated below:

Mr. Lester A. Heltzer
National Labor Relations Board
Executive Secretary
1099 14th Street, N.W.
Washington, D.C. 20570-0001

Via: United Parcel Service/Priority Overnight Delivery
(Original and 8 Copies)

Mr. Ronald Meisburg
General Counsel
National Labor Relations Board
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Irving E. Gottschalk, Regional Director
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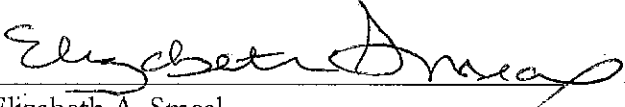
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February 11, 2009


Elizabeth A. Smeal