

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

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**CATERPILLAR INC.,**

**Respondent,**

**and**

**Case No. 30-CA-064314**

**UNITED STEEL, PAPER & FORESTRY,  
RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE  
WORKERS INTERNATIONAL UNION,  
AFL-CIO/CLC,**

**Charging Party.**

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**EXCEPTIONS TO DECISION AND ORDER  
OF THE ADMINISTRATIVE LAW JUDGE**

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ATTORNEYS FOR CHARGING PARTY

The Charging Party, United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (“USW”), by its attorneys The Previant Law Firm, s.c., by Marianne Goldstein Robbins, excepts to portions of the Decision and Order of Administrative Law Judge Robert A. Ringler as follows:

<u>Page(s)</u>	<u>Line(s)</u>	<u>Exceptions</u>
1. 5	7-9	The ALJ cites G.C. Exh. 32 as the video recordings produced by the Respondent Caterpillar, Inc. to the USW on February 14, 2012. As set forth in the parties’ post-hearing stipulation, “G.C. Exh. 32 had not been previously submitted to the Union prior to being received as G.C. Exh. 32.” The recordings produced to the Union prior to the hearing in this case are Jt. Exhs. 1 and 2 which were submitted with the Joint Motion To Reopen The Record.
2. 5	fn. 13	The ALJ erred in finding the parties’ stipulation of fact submitted with their Joint Motion To Reopen The Record was not newly discovered evidence. The fact that G.C. Exh. 32 was a different DVD from those previously produced to the Union was newly discovered evidence. As set forth in the parties’ Joint Motion To Reopen Record and Stipulation, para. 2, after the hearing the parties learned that G.C. Exh. 32 was not the DVD which Caterpillar provided to the Union.
3. 8	4-7	The ALJ applied a two-part balancing test which was based on inapposite case law involving an organizing drive, rather than the test generally applied to bargaining representatives’ information requests.

4. 8	fn. 18	The ALJ erred in finding that the DVD produced to the Union prior to the hearing was G.C. Exh. 32. As set forth in the parties' post-hearing stipulation, "G.C. Exh. 32 had not been previously submitted to the Union prior to being received as G.C. Exh. 32."
5. 9	8-11	The ALJ's analysis of the appropriate remedy applies inapposite case law and fails to apply applicable case law involving health and safety inspections and accident investigation.
6. 10	25-31	The ALJ's Recommended Order fails to affirmatively direct Respondent grant the Union access to the South Milwaukee, Wisconsin facility to fully investigate the industrial accident and conduct health and safety inspections, but instead orders good faith bargaining concerning the Union's request for work site access, notwithstanding the ALJ's determination that the Union is entitled to access.
7. Appendix		The ALJ's Recommended Notice should state the Respondent will, upon request, grant access rather than bargain collectively concerning the request for access because the Union is entitled to access under the facts of this case and Board precedent.

Respectfully submitted this 17th day of October, 2012.

/s/ Marianne Goldstein Robbins  
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