

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 30**

CATERPILLAR INC.

and

Case 30-CA-064314

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

**COUNSEL FOR THE ACTING GENERAL COUNSEL'S
EXCEPTIONS TO THE ADMINISTRATIVE LAW JUDGE'S DECISION AND ORDER**

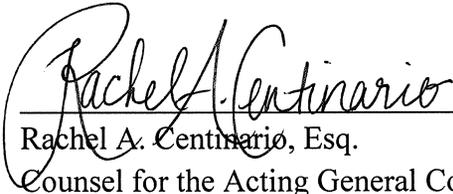
Submitted by:

Rachel A. Centinario
Counsel for Acting General Counsel
National Labor Relations Board
Region 30
310 West Wisconsin Avenue, Suite 700W
Milwaukee, WI 53203

Pursuant to Section 102.46(a) of the National Labor Relations Board’s Rules and Regulations, Rachel A. Centinario, Counsel for the Acting General Counsel, excepts to portions of the Decision and Order of the Administrative Law Judge Robert R. Ringler (“ALJ”) as follows:

<u>Page(s)</u>	<u>Line(s)</u>	<u>Exception</u>
8	35-38	The ALJ erred in finding that Respondent had a significant confidentiality interest in protecting its manufacturing procedures, as such a finding is at odds with the ALJ’s conclusion that Respondent had a “considerable history of permitting non-employee visitors to access the facility.”
9	8-11	The ALJ erred in citing and relying on <i>Roseburg Forest Products Co.</i> , 331 NLRB 999 (2000), in fashioning a remedy, in that the case is inapposite for remedial purposes.
9	33-36	The ALJ erred in concluding that Respondent is required to first bargain with the Union regarding confidentiality safeguards prior to granting the Union access in that the order provides a remedy for a violation that is neither pled nor found.
10	1-3	The ALJ erred in requiring Respondent to first bargain with the Union prior to granting access in that the order provides a remedy for a violation that is neither pled nor found.
10	25-31	The ALJ erred in ordering Respondent to bargain with the Union about access to its facility and embody such understanding in a signed agreement, as the order provides a remedy for a violation that is neither pled nor found.
Appendix	All	The ALJ erred in fashioning the Notice to Employees, as it is inconsistent with the ALJ’s decision requiring Respondent to grant access to the Union and incorrectly provides a remedy for a violation that is neither pled nor found.

Respectfully submitted this 17th day of October, 2012.



Rachel A. Centinario

Rachel A. Centinario, Esq.

Counsel for the Acting General Counsel

National Labor Relations Board

Region 30

310 West Wisconsin Avenue, Suite 700W

Milwaukee, Wisconsin 53203-2211