

From: (b) (6), (b) (7)(C)
To: [Wade-Wilhoit, Susan A.](#); [Cowen, William B.](#); [Clemoens, Karen E.](#); [Flynn, Lucinda L.](#); [Coffman, Carla K.](#); [Lewis, Regina M.](#)
Cc: [Bock, Richard](#); [Szapiro, Miriam](#); [Shorter, LaDonna](#); [Weth, Patricia](#)
Subject: RS Electric Corp. 14-CA-260142 (Covid; case-closing email)
Date: Friday, June 19, 2020 9:28:37 AM

Thanks for submitting this COVID case. We agree with your determination to dismiss the instant charge, absent withdrawal. The contract gives the Union the right to access job sites “at any reasonable time.” As noted by the Region, the Board will not choose between two “equally plausible” interpretations of a contract; here, it’s not at all clear that the Union’s demand for immediate unrestricted access was reasonable in light of the COVID-19 pandemic, and the Union did not seek to bargain about the Employer’s view of reasonableness (i.e., its assertion that it needed one hour advance notice to prepare for safe access). And in the alternative, the contractual limit on access to “any reasonable time” gave the Employer the right, under the contract coverage test, to require one hour advance notice. See *MV Transportation, Inc.*, 368 NLRB No. 66 (2019).

This email closes this case in Advice. Please feel free to contact us with any questions. Thank you and hope everyone is doing well!

(b) (6), (b) (7)(C)

