

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS,  
LOCAL UNION NO. 606, AFL-CIO  
(WALT DISNEY PARKS AND  
RESORTS U.S., INC. D/B/A  
WALT DISNEY WORLD CO.)

**And**

**Case No. 12-CB-315874**

PAUL GEORGE MECKES, JR.  
An Individual

*Steven Barclay, Esq.*

for the General Counsel.

*Richard Siwica, Esq. (Egan, Lev, Lindstrom & Siwica, P.A.  
Orlando, Florida)* for the Respondent.

DECISION

STATEMENT OF THE CASE

Arthur J. Amchan, Administrative Law Judge. This case was tried virtually by Zoom technology on July 9, 2024, before Administrative Law Judge Donna N. Dawson. Judge Dawson retired before she could issue a decision in this case. On December 18, 2024, in my capacity as Deputy Chief Administrative Law Judge, I emailed the parties advising them of Judge Dawson's retirement and giving them the options of designating another judge to issue a decision based on the record made before Judge Dawson, conduct a new hearing or settle the case. The General Counsel replied to me and Respondent's counsel on December 18, 2024, that the Region preferred to have a decision issued by another judge based on the record made before Judge Dawson.

Respondent did not respond to my inquiry. I followed up with an email on January 10, 2025, and another on January 21, 2025. In the January 21, email, I advised the parties that if I did not hear from Respondent within the next week, I would assume Respondent did not want a new trial and that I would review the record and issue a decision based on the record made

before Judge Dawson.<sup>1</sup> I am now doing so after reading the record and the briefs filed by the General Counsel and Respondent Union.

Paul George Meckes, Jr. filed the charge in this case on April 11, 2023. Region 12 issued a complaint in this matter on February 23, 2024.

The General Counsel alleges that Respondent violated Section 8(b)(1)(A) of the Act in refusing to allow Mr. Meckes to resign his union membership and accept his timely request to revoke his dues check-off authorization.

### Jurisdiction

Meckes' employer Walt Disney World derives gross revenues over \$500,000 annually and purchases goods and services in excess of \$50,000 directly from locations outside of Florida. It is an employer engaged in commerce within the meaning of Section 2 of the Act. The Respondent Union, IBEW Local 606 is a labor organization within the meaning of Section 2(5) of the Act.

### Findings of Fact<sup>2</sup>

Walt Disney World hired the Charging Party, Paul George Meckes, Jr. on March 4, 2008. Since about 2018 he has been a planned work specialist. His job involves scheduling in-house labor and outside contractors and vendors. In March 2008, Meckes joined the Union and signed a wage deduction authorization form.

Meckes was represented by the Charged Party Union from 2008 until 2016 or 2017, when he resigned from the Union. Between his resignation and April 2020, Meckes continued to work at Disney World without paying any dues or fees to the Union. On April 9, 2020, Meckes signed an application to rejoin the Union. The same day, Meckes also signed a wage deduction authorization, Tr. 30, G.C. Exh. 2.<sup>3</sup>

The wage deduction authorization is entitled Union dues & Initiation Fees. It authorizes Walt Disney World to deduct an amount equal to the monthly membership dues of IBEW Local 606 and the initiation fee of the Union. Further the authorization states;

This authorization is voluntarily made in order to pay my fair share of the Union's cost of representing me for the purposes of collective bargaining and this authorization is not

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<sup>1</sup> I assigned 2 other cases heard by Judge Dawson to different judges.

<sup>2</sup> Charging Party Meckes was the only witness to testify in this matter. All exhibits that were introduced were by the General Counsel.

The General Counsel's unopposed August 26, 2024, motion to correct the transcript is GRANTED.

<sup>3</sup> The Union did not present any evidence, other than the authorization card, to support its claim that Meckes was not paying union dues. In none of the written communication between the Union and Meckes, did the Union assert he did not join the Union in April 2020. On November 9, 2022, Curtis Bissing addressed Meckes as "Brother Meckes," a salutation indicating the Bissing thought Meckes was a union member. At no time did Respondent reply to Meckes, stating that he was obligated to pay a "fair share" fee.

conditioned on my present or future membership in the Union. I understand that I may revoke this authorization by so notifying the Company and the Union in writing, during the calendar month one year from the date of this authorization, or during the same calendar month in any succeeding year, or with in fifteen days prior to the termination date of the collective bargaining agreement between the Company and Local 606.

G.C. Exh. 2, p. 2.

On July 21, 2022, Meckes wrote to the Union that he was resigning his membership from Local 606 and asked the Union to stop payroll deductions for union dues, G.C. Exh. 4. Meckes also asked the Union for a copy of his records. Meckes also sent the request for stopping payroll deductions to Disney World.

The Union did not respond to Meckes' request.

On October 11, 2022, Meckes emailed Ron Woodall, a union official, informing Woodall that he wanted to resign from the Union and asking for assistance. Woodall responded by quoting the language of the authorization card stating that authorizations for dues deduction could be revoked during the calendar month of the employee's authorization or the calendar month in any succeeding year

Merkes complained about a lack of a responsiveness from the Union. Woodall responded the same day. He informed Meckes that he had never received any call or other messages from Merkes until that day. Woodall indicated that he had provided Merkes with information from the authorization card. He instructed Meckes to email him or call the union hall if Meckes had issues with the Union. G.C. Exh. 6.

Union dues continued to be deducted from Merkes' pay. Meckes complained to the Union again about a lack of responsiveness on October 31. Curtis Bissing, a union assistant business manager, responded to Meckes on November 8. He instructed Meckes to refer to the Wage Deduction Authorization form. Further Bissing told Meckes that if he could not locate the form, he could view it at the union hall. Meckes asked that the Union send him a copy

On November 9, 2022, Meckes wrote to the Union that he had never received the previous or current collective bargaining agreement. Bissing responded that Meckes was not a member of the Union during the previous agreement and that the Union did not give contract books to nonmembers. He also said the Union did not yet have copies of the current contract.

Meckes wrote the Union again, and copied Disney, on March 1, 2023, asking for the status of his request that the deductions from his paycheck stop. He testified that he understood that the anniversary date on which he was allowed to resign his union membership and revoke his wage deduction authorization was the anniversary of his March 2008 hiring, not the anniversary of his April 2020 application for union membership and dues authorization.

On April 3, 2023, Meckes wrote Disney and the Union about the dues deduction. Disney replied that it had not received notice from the Union to cease his dues deduction. The Disney

representative informed Meckes that he must continue to correspond with the Union regarding this issue. Disney continued to deduct union dues until March 1, 2024, Tr. 13-14.

5 At no point did anyone from the Union inform Meckes that he was not paying union dues, but rather was paying a fair share of representation fee.

#### Analysis

10 There does not appear to be any dispute that Respondent Union was obligated to timely comply with Meckes' request to resign from union membership. The Union, however, contends that Meckes was not a union member. Thus, it contends it could not have violated the Act in preventing him from resigning from the Union.

15 There also appears to be no dispute that the Union is obligated to honor a timely request to stop the withholding of union dues from his wages, *Affiliated Food Stores*, 303 NLRB 40 (1991). Respondent contends that Meckes was not paying union dues but a contractual obligation to pay his fair share of the Union's cost of representing him. Assuming that Respondent is not prohibited from charging a "fair share" fee, it certainly can't collect union dues in a right-to-work state simply by calling it something else. The Wage Deduction  
20 Authorization, page 2 of G.C. 2, indicates that there is no difference between the amount of a "fair share" fee and the amount of union dues plus initiation fee. There is no evidence to the contrary.

25 Respondent suggests that it was authorized to receive these payments even after it received the timely April 3, 2023, demand that it stop doing so. Respondent has presented no support for this position. Dues or fair share deductions cannot be irrevocable for a period longer than one year, *Frito Lay*, 243 NLRB, 137, 138 (1979), *Atlanta Printing Specialties*, 215 NLRB 237 (1974), Section 302(c)(4) of the Labor Management Relations Act (aka Taft-Hartley Act). Respondent violated the Act in not informing Disney immediately upon receipt of Merkes' April  
30 3, 2023, demand to stop withholding deductions from his wages regardless of whether or not those payments were dues or fair share contributions.

35 Further, I conclude that Merkes was a union member and was paying union dues rather than a fair share contribution. The wage deduction authorization is ambiguous as to whether the amount to be withdrawn is dues. I find this ambiguity is to the detriment of the Union, not Merkes. In the absence of evidence to the contrary, I conclude that Merkes' agreement to pay an amount equal to the Union's initiation fee made him a union member.

40 Aside from the ambiguity of the wage deduction authorization, the first page of G.C. Exh. 2, Meckes' application for membership in the Union, establishes that he became a union member and was paying union dues, not simply his fair share of the union's representational costs.

### Conclusion of Law

By causing Walt Disney World not to honor Paul George Meckes' revocation of his dues/fare share authorization as of April 3, 2023, Respondent Union violated Section 8(b)(1)(A) of the Act.

Respondent also violated the Act by not terminating Meckes' membership in the Union immediately upon receipt of his request that it do so.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>4</sup>

### Order

International Union of Electrical Workers, Local 606 is ordered to

1. Cease and desist from

- (a) Causing Walt Disney World not to honor Paul George Meckes' revocation of his dues/fair share checkoff authorization after April 3, 2023.
- (b) Failing and refusing to honor the request of an employee to resign from membership in Respondent and to honor a request to revoke their dues checkoff authorization
- (c) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed in Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

- (a) Notify Walt Disney World, in writing, that it requests that said employer honor the revocations of Paul George Meckes' dues/fair share authorization effective April 3, 2023, and send a copy of the document/ email to Paul Meckes.
- (b) Reimburse Paul George Meckes for the dues/fair share payments withheld from his wages by Walt Disney Corporation since April 3, 2023, plus interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010)
- (c) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

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<sup>4</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(d) Within 14 days after service by the Region, post at its union office in Orlando, Florida copies of the attached notice marked "Appendix."<sup>5</sup> Copies of the notice, on forms provided by the Regional Director for Region 12, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to bargaining unit members are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with unit employees by such means.

Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the employer has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current unit employees and former unit employees employed by Walt Disney World at any time since April 3, 2023.

(e) Sign and return to the Regional Director sufficient copies of the notice for physical and/or electronic posting by Walt Disney World, if willing, at all places or in the same manner as notices to employees are customarily posted.

(f) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., February 6, 2025




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Arthur J. Amchan  
Administrative Law Judge

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<sup>5</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

## APPENDIX

### NOTICE TO MEMBERS

Posted by Order of the  
National Labor Relations Board  
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

### FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union  
Choose representatives to bargain on your behalf with your employer  
Act together with other employees for your benefit and protection  
Choose not to engage in any of these protected activities.

WE WILL NOT Cause Walt Disney World to fail to honor Paul George Meckes' revocation of his dues/fair share checkoff authorization after April 3, 2023.

WE WILL NOT Fail and/or refuse to honor the request of employees to resign from membership in our Union and to revoke their dues checkoff authorization.

WE WILL NOT in any like or related manner restrain or coerce employees in the exercise of the rights guaranteed in Section 7 of the Act.

WE WILL notify Walt Disney World, in writing, that it should honor the revocation of Paul George Meckes' dues/fair share authorization, effective April 3, 2023, and send a copy of this notification to Paul Meckes.

WE WILL Reimburse Paul George Meckes for the dues withheld from his wages by Walt Disney Corporation since April 3, 2023, plus interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010).

International Brotherhood of Electrical Workers Local  
Union No. 606 AFL-CIO

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(Labor Organization)

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation, and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).  
South Trust Plaza, 201 East Kennedy Boulevard, Ste 530, Tampa, FL 33602-5824  
(813) 228-2641, Hours: 8 a.m. to 4:30 p.m.

The Administrative Law Judge's decision can be found at [www.nlr.gov/case12-CB-315874/](http://www.nlr.gov/case12-CB-315874/) or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (813) 228-2455.