

**PETITION TO MAINE LABOR RELATIONS BOARD
FOR INTERPRETIVE RULING**

Name of Petitioner: County of Oxford

Address of Petitioner: 26 Western Avenue, South Paris, Maine

Applicable Statutes: 26 M.R.S. § 964-A; and 26 M.R.S. § 967

FACTS

1. On November 24, 2025, the Maine Labor Relations Board (the Board) certified the election results of a decertification petition filed by members of the Teamsters Local 340, representing members of the Deputies/CID Unit in Oxford County, Maine.

2. The November 24, 2025 election certified the Oxford County Sheriff's Office Association (OCSOA) as the new bargaining agent for the covered members.

3. Oxford County, the Teamsters, and OCSOA received notice of the election results on November 24, 2025.

4. Two (2) grievance hearings before the Oxford County Commissioners were scheduled for December 8, 2025. The grievances were brought by certain members under the collective bargaining agreement (CBA) between the County and the Teamsters. All events relevant to the grievances occurred prior to November 24, 2025.

5. The Teamsters CBA was scheduled to expire on December 31, 2025.

6. The grievants were to be represented at the December 8, 2025, grievance hearings before the Commissioners by the Teamsters and the grievants' individual attorneys. On understanding and belief, OCSOA was not going to represent the grievants at the December 8, 2025, hearing.

7. Upon receiving notice from the Board on December 5, 2025, of the decertification election results, the County postponed the December 8, 2025, grievance hearings.

ISSUES

The questions for which Petitioner seeks an Interpretive Ruling relate to the Duty of Fair Representation owed by a Bargaining Agent to its members as follows:

1. Which bargaining agent, if any, is considered the exclusive bargaining agent for the purposes of the duty of fair representation when a decertification precedes the expiration of a contract?
2. Whether and to what degree does the prior union (here, the Teamsters) retain any rights or obligations to enforce the grievance provisions under the soon-to-be expired contract?
3. Whether and to what degree does the successor union (here, OCSOA) assume any rights or obligations to enforce the grievance process under the soon-to-be expired contract?
4. Where an individual grievant presents their grievances to the employer directly, what if any rights and obligations adhere to the prior union to the successor union?

MEMORANDUM OF LAW

Chapter 12, § 41 Interpretive Rulings

“An interpretive ruling is a means for determining specific questions as to the prospective rights, obligations or liabilities of a party when controversy or doubt has arisen regarding the applicability of a specific statute, Board order or rule. A petition for an interpretive ruling may not be used to resolve factual disputes between adversaries and may not be used as a substitute for other remedies provided by the collective bargaining laws.

1. **Petition for Interpretive Ruling.** A petition for an interpretive ruling may be filed with the Board by any person, employee organization or public employer. A petition for an interpretive ruling must be filed in accordance with the filing requirements of Chapter 10, section 7. In order to show the existence of a controversy or doubt, the petitioning party must describe the potential effect upon that party's interests in its petition.[]”

As stated in Footnote 5 of MLRB Interpretive Ruling, Case No. 25-IR-02 (August 13, 2025), this Board acknowledged that, “[a]lthough the statutes and Board precedent are clear that grievance arbitration rights survive the expiration of a contract, neither authority directly addresses the question of how those rights survive when a decertification precedes expiration of the contract or, more saliently for the present purposes, whether or what degree the prior union retains any rights or obligations to enforce the grievance arbitration provisions.”

Moreover, at Footnote 6 of that Interpretive Ruling, the Board references 26 M.R.S. § 979-F(2)(E). 26 M.R.S. § 967(2) contains similar language:

The bargaining agent certified by the executive director of the board as the exclusive bargaining agent shall represent all the public employees within the unit without regard to membership in the organization certified as bargaining agent, except that any public employee at any time may present that public employee's grievance to the public employer and have such grievance adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of a collective bargaining agreement then in effect and if the bargaining agent's representative has been given reasonable opportunity to be present at any meeting of the parties called for the resolution of such grievance.

This Interpretive Ruling request poses the specific question as to whether a prior union retains any rights or obligations to enforce grievance arbitration provisions after decertification, particularly when the bargaining unit members are now represented by a new union, and what rights and obligations must be assured by the successor counsel.

Further, in this matter, the prior union presented the grievances to the County, and the individual grievants (on information and belief) retained their own legal counsel to represent them at the pending grievance hearings. As such, the affected employees, as of December 5, 2025, had not presented their grievances directly to the County.

CONCLUSION

In light of the unresolved issues highlighted by the Board in Case No. 25-IR-02, the County postponed the scheduled December 8, 2025, grievance hearings in order to gain certainty that the rights of all parties would be protected, and so as to not have any confusion, misunderstandings, delay or waste of resources.

Petitioner County of Oxford Requests an Interpretive Ruling defining the Duty of Fair Representation and obligations of all parties under these facts.

Dated: December 30, 2025

Sincerely,

/s/Matt Tarasevich
Matt Tarasevich, Bar No. 8064
BERNSTEIN SHUR
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Attorney for Oxford County

CERTIFICATE OF SERVICE

I, Matthew Tarasevich, certify that on December 30, 2025, I served a copy of this document on the Oxford County Sheriff's Office Association, c/o Mike Edes, by email at the following address: michael.edes@yahoo.com.

Dated: December 30, 2025

Sincerely,

/s/Matt Tarasevich
Matt Tarasevich, Esq.
BERSTEIN SHUR
100 Middle Street, P.O. Box 9729
Portland, ME 04104-5029
(207) 774-1200
mtarasevich@bernsetinshur.com

Attorney for Oxford County

CERTIFICATE OF SERVICE

I, Matthew Tarasevich, certify that on December 30, 2025, I served a copy of this document on Teamsters Local 340, c/o Don Crockett, by email at the following address: dcrockett@teamsterslocal340.org.

Dated: December 30, 2025

Sincerely,

/s/Matt Tarasevich
Matt Tarasevich, Esq.
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