STATE OF MAINE

MAINE LABOR RELATIONS BOARD
Case No. 06-13
Issued: May 11, 2006

WILLIAM D. NEILY, Complainant, v. STATE OF MAINE and MAINE STATE EMPLOYEES ASSOCIATION, LOCAL 1989, SEIU, Respondents.	DECISION ON APPEAL OF EXECUTIVE DIRECTOR'S DISMISSAL OF COMPLAINT

Complainant William D. Neily filed a prohibited practice complaint with the Maine Labor Relations Board (Board) on October 17, 2005, naming both the State of Maine (State) and the Maine State Employees Association (MSEA or Union) as Respondents. Mr. Neily amended the complaint on November 29, 2005. The first count of the complaint alleges that the State failed to bargain in good faith over wages as required by 26 M.R.S.A. §979-D(1)(E)(1), thereby violating §979-C(1)(E) of the State Employees Labor Relations Act (SELRA), by refusing to perform a market pay analysis or bargain for a wage change for Mr. Neily's position. The Union is alleged to have violated §979-C(2)(B) as well. Specifically, the first count alleges that the State and MSEA failed to bargain as required by the statute by failing to comply with the requirements the Complainant asserts are contained in Public Law 2001, chapter 438. The second count alleges that by refusing to perform a market pay analysis for Mr. Neily's position and a small number of other classifications, the State and MSEA have created two systems for evaluating jobs in violation of §979-D(1)(E)(4)(a), thereby violating §979-C(1)(E) which prohibits "refusing to bargain collectively with the bargaining agent of its employees as required by section 979-D."

The Complainant alleges this conduct interfered with his rights in violation of §979-C(1)(A) and §979-C(2)(A). The third and final count alleges that the Union breached its duty of fair representation and thereby violated §979-C(2) by refusing to bargain with the employer to obtain market pay adjustments for Mr. Neily's job.

In response to the initial filing of the complaint, the State and the MSEA each filed a Motion to Dismiss in early November. The primary arguments for dismissal were that the complaint was time barred and the Mr. Neily lacked standing to allege a violation of the duty to bargain. Mr. Neily filed an amended complaint on November 29, 2005, which included a response to the Motions of both the State and the MSEA. On December 15, 2005, the Board's Executive Director conducted a telephone conference call to discuss the procedure for hearing arguments on the sufficiency of the complaint, as required by MLRB Rule Chapter 12, §8. The State decided not to file anything further, MSEA submitted additional written argument in support of its Motion to Dismiss on December 28, 2005, and the Complainant filed his response on January 4, 2006.

On February 14, 2006, the Executive Director dismissed all three Counts on the basis that they were time barred. The Executive Director noted that, even if the complaint were not time barred, Counts I and II charge the State with failure to bargain in violation of §979-C(1)(E) and that the Complainant does not have standing to enforce an alleged violation of the duty to bargain. The Executive Director dismissed Count III because it was time barred and because there were no factual allegations supporting a violation of the duty of fair representation.

On February 27, 2006, Complainant Neily appealed the Executive Director's dismissal of Counts I and II of his complaint to this Board as permitted by MLRB Rule Chapter 12,

§8(3). In his 14-page appeal, Mr. Neily reargued his case and added a substantial amount of factual detail describing why he could not reasonably have learned about the conduct underlying the alleged violation until three or four months before filing his complaint. He included a letter to the Board from a coworker who essentially corroborated some of Mr. Neily's new factual allegations on this point.

SUMMARY OF FACTS AS ALLEGED

Complainant Neily began his employment with the State of Maine on November 2, 2002, as a Boiler Inspector. The Boiler Inspector position was established on July 10, 2002, and assigned to the Administrative Services bargaining unit. In the spring of 2001, the State and MSEA, with the assistance of a consultant, conducted a market pay analysis which compared the wages and benefits of State classifications in various bargaining units represented by MSEA with similar jobs in the private sector. The parties had agreed to provide pay adjustments to any classification that was below 90 percent of the prevailing wage identified by the market analysis. The Complainant was not employed by the State at the time of the market pay analysis. The classification of Boiler Inspector did not exist at the time the market pay study was conducted so it was not evaluated.

As a result of the market pay analysis, the State and MSEA entered into a Memorandum of Agreement on June 21, 2001, in which the parties identified those classifications that would receive an adjustment, how much the adjustment would be, and how those adjustments would be administered.[1] Individual employees in adjusted classes received the adjustment in addition to their assigned salary range and step. The Memorandum of Agreement covers all of the bargaining units represented by MSEA. It

[1]The Memorandum of Agreement was amended on November 30, 2001, to include various supervisory positions.

refers only to market pay adjustments and does not mention the market pay evaluation or market pay analysis that led to the identification of which positions were to be adjusted. Neither the Memorandum of Agreement of June 21, 2001, the amendment to it dated November 30, 2001, nor the 2001-2003 collective bargaining agreement signed on June 21, 2001, makes any reference to the market pay analysis that was conducted or that any further evaluations would be done as part of that analysis. The Public Law effective June 20, 2001, (chapter 438) that provided funding for the economic terms of the collective bargaining agreements referred to market pay adjustments, but did not mention any market pay analysis or any further market pay evaluations.

The Complainant alleges that since the 2001 study, the State has created or reestablished five classifications in the Administrative Services unit, including his classification of Boiler Inspector, and none of them have been evaluated for a market pay adjustment. The Complainant did not learn of the existence of the 2001 study until July of 2005, and did not see the Memorandum of Agreement until August 31, 2005. Prior to July of 2005, neither the State nor MSEA told him that market pay adjustments had been made to some of the other classifications in the unit.

The Complainant further alleges that in 2002 the State and MSEA began a study of classes in the Administrative Services bargaining unit to update the job classifications and allocate or reallocate those positions to the appropriate pay range. That study was completed in April of 2005. The Complainant first saw this study in July of 2005. The cover page of this study states:

> As a stop-gap measure, to alleviate deepening recruitment and retention problems, the consulting firm of Baker, Newman, and Noyes was engaged by the State of Maine and the MSEA/SEIU in March of 2001 to perform a comparison of private sector pay and determine which classifications of employees were paid more than 10% below the market average. Those paid less than 90% of

> the market were provided with a 'market salary adjustment' in amounts ranging from 1% to 30%, bringing the pay of those classifications up to 90% of market level.

The Complainant also alleges that bargaining to implement the recommendations of the April 2005 study began in November of 2005.

JURISDICTION

The Complainant is a state employee within the meaning of 26 M.R.S.A. §979-A(6). MSEA is the bargaining agent within the meaning of 26 M.R.S.A. §979-A(1) for the Administrative Services bargaining unit of state employees. The State is the public employer as defined in 26 M.R.S.A. §979-A(5). The jurisdiction of the Maine Labor Relations Board to hear this case and render a decision lies in 26 M.R.S.A. §979-H, as set forth in MLRB Rules Chapter 12, §8(3).

DISCUSSION

The Executive Director dismissed Mr. Neily's complaint because it did not allege a prohibited practice occurring within six months of the date the complaint was filed. In dismissing the complaint, the Executive Director considered all of the materials submitted by the Complainant, including many facts that were included in the Complainant's response to the Motions to Dismiss which had not been, but could have been, included in the amended complaint. The standard used in ruling on the sufficiency of a complaint is the same as ruling on a motion to dismiss for failure to state a claim upon which relief may be granted.[2] In both cases, the Executive Director and the Board

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[2]See 26 M.R.S.A. §979-H(2) (If the executive director determines that the facts as alleged "do not, as a matter of law, constitute a violation, the charge shall be dismissed by the executive director, subject to review by the board.")

must treat the material allegations of the complaint as true and must consider the complaint in the light most favorable to the Complainant to determine whether it alleges facts sufficient to state a claim for relief.[3] See, e.g., Buzzell, Wasson and MSEA v. State of Maine, No. 96-14, at 2 (Sept. 22, 1997), citing Brown v. MSEA, 1997 ME 24, ¶5, 690 A.2d 956. When a complaint contains allegations that "are more than simply factual allegations but are legal conclusions, however, we are not bound to accept those legal conclusions as true." MSAD #46 Educ. Assoc. v. MSAD #46, No. 02-13, at 2 (Nov. 27, 2002), citing Bowen v. Eastman, 645 A.2d 5, 6 (Me. 1994).

The State Employees Labor Relations Act, like all of the collective bargaining statutes enforced by the Board, precludes the Board from hearing a complaint filed more than six months from the date of the alleged prohibited practice. 26 M.R.S.A. §979-H(2) ("[N]o hearing shall be held based upon any alleged prohibited practice occurring more than 6 months prior to the filing of the complaint . . . .") We have held that the six-

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[3]MLRB Rule chapter 12, §8(1) requires the executive director to review the complaint for sufficiency and to take appropriate action, which may include summary dismissal. That subsection also authorizes, but does not require, the executive director to issue a notice of errors and insufficiencies and allow amendment to the complaint. Section §8(3) permits the complainant to appeal the executive director's dismissal to the Board by filing a motion for review. The rule states:

> The motion must clearly and concisely set forth the points of fact and law claimed to be sufficient to establish a prima facie violation of the applicable prohibited act provision(s). Upon the filing of a timely motion for review, the Board shall examine the complaint as it existed when summarily dismissed in light of the assertions contained in the motion.

Complainant's appeal contained a number of new factual allegations supporting his argument that the six-month limitation should be tolled. This rule does not allow us to consider facts alleged for the first time in the motion for review. We would have reached the same conclusion, however, if these factual allegations had been included in the original or amended complaint.

month statute of limitations "begins to run when the complainant knew, or reasonably should have known, of the occurrence of the event which allegedly violated the Act." Coulombe v. City of South Portland, No. 86-11, at 8 (Dec. 29, 1986), citing MSAD No. 45 v. MSAD No. 45 Teachers Assoc., No. 82-10, at 12 (Sept. 17, 1982). The Executive Director dismissed the complaint because it was based on the market pay study conducted in the spring of 2001 and implemented in the Memorandum of Agreement signed on June 21, 2001, and amended on November 30, 2001. The Complainant was not hired until November of 2002, a year and a half after the market pay study was completed. Nearly three years after his date of hire, Mr. Neily filed his complaint. The Executive Director found no basis for tolling the six-month limitation period until the point Mr. Neily discovered the history of the market pay adjustments, because he could have learned of the existence of the adjustments and "there was no effort to conceal the existence of either the market pay adjustments or the recruitment and retention stipends" by either the State or MSEA.[4]

In responding to the Executive Director's conclusion that his complaint was untimely, Mr. Neily asserts that he could not reasonably have learned of the occurrences that allegedly violated the Act prior to August 31, 2005, the date when he first saw the Memorandum of Agreement on the implementation of the results of the market pay study. He contends that the six-month limitation should be tolled because neither the State nor MSEA informed him of the existence of the market pay study or the adjustments at any time during his first two-and-a-half years

[4]The employer's refusal to supply the Complainant with a copy of the market pay study and related material (as opposed to the memorandum of agreement) seems to be a reasonable interpretation of Title 1, section 402(3)(D), which excludes from the definition of public records under the Freedom of Access law those materials "used specifically and exclusively in preparation for negotiations" by a public employer.

of employment.[5] The Complainant argues that because the re-establishment of his classification and his date of hire both occurred "during the time period covered by the 2001 market pay agreements, the 2001-2003 Administrative Services contract, and PL 2001, ch. 438," he is entitled to have a market pay evaluation done for his classification. None of those documents, either alone or together, grant him the right to have a market pay evaluation or adjustment.

The market pay study was a discrete event. In 2001, the State and MSEA agreed to hire a consultant to perform the market analysis for all of the positions existing at the time. Mr. Neily's classification did not exist at that time. The State and MSEA implemented the results of that study in June, 2001, by executing the Memorandum of Understanding detailing which classifications were to receive adjustments and how much. The Memorandum of Agreement identified the classifications that the evaluation revealed were in need of an adjustment, but it contained no agreement to conduct further evaluations nor was the evaluation process even discussed. Similarly, the collective bargaining agreement did not create an on-going market pay study nor did it create an obligation to perform a market pay analysis for new classifications or classifications that were reinstated. When Mr. Neily was hired, his classification was not one of those that in 2001 had been determined to warrant a market pay adjustment, so he was told nothing about an adjustment or stipend. The market pay analysis had been fully completed well over a year before Mr. Neily was hired. It had no effect on his classification, and it did not create a right to a future pay evaluation.

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[5]In his appeal to this Board, Mr. Neily also provided extensive factual detail on the isolated nature of his job to rebut the Executive Director's observation that he could have learned of the existence of the adjustments. Even if we were to consider these additional factual allegations, they would not change our ultimate decision that his complaint is time barred.

Thus, there was no need and no obligation on the part of the State or MSEA to tell him about it.

Mr. Neily's claim that the parties violated SELRA by failing to conduct a market pay evaluation on his classification is dependent upon a distorted reading of the Public Law enacted in 2001 implementing the economic terms of the 2001-2003 collective bargaining agreement, Public Law 2001, ch. 438. This statute, entitled "An Act to Fund the Collective Bargaining Agreements and Benefits of Employees Covered by Collective Bargaining and for Certain Employees Excluded from Collective Bargaining," included increases to the General Fund and the Highway Fund to cover the costs of the economic terms of the collective bargaining agreements with MSEA and the Maine State Troopers Association. It specifically included market and pay equity adjustments and benefits.[6] Section A-6 is at the heart of Mr. Neily's argument:

> **Sec. A-6. New employees; similar and equitable treatment.** Employees in classifications included in bargaining units referred to in sections 1 and 2 of this Part but who are excluded from collective bargaining pursuant to the Maine Revised Statutes, Title 26, section 979-A, subsection 6, paragraphs E and F must be given equitable treatment on a pro rata basis similar to that treatment given employees covered by the collective bargaining agreements.

Mr. Neily's asserts that this section entitles him to have a market pay evaluation for his classification because that would be "equitable treatment" similar to those covered by the memorandum of agreement. Mr. Neily states in his complaint that

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[6]PL 2001, ch. 438, Section A-1 states:
Sec. A-1. Costs to General Fund. Costs to the General Fund must be provided in the Salary Plan program, referred to in Part C, section 1 of this Act, in the amount of $9,882,391 for the fiscal year ending June 30, 2002 and in the amount of $16,514,688 for the fiscal year ending June 30, 2003 to implement the economic terms of the collective bargaining agreements, including market and pay equity adjustments and benefits, made between the State and the Maine State Employees Association and the Maine State Troopers Association and, notwithstanding the Maine Revised Statutes, Title 26, section 979-D, subsection 1, paragraph E, subparagraph (3), for confidential employees.

Chapter 438 “requires that the State fund the economic terms of the agreement,” which it does. He goes on to state that “Employees covered by the collective bargaining agreements are to receive ‘market and pay equity adjustments’ where applicable,” which is true as well, but he adds “after having their respective class analyzed.” That is where Mr. Neily asserts a right that does not exist. Section A-6 does not create a right to a market pay evaluation; it merely assures similar economic benefits to employees who are excluded from collective bargaining because they have less than six months of employment (26 M.R.S.A. §979-A, sub-§6(E)) or because they are temporary, seasonal, or on-call employees (26 M.R.S.A. §979-A, sub-§6(F)). Thus, a new employee hired into a classification that had been determined to warrant a market pay adjustment in the 2001 agreement would get that adjustment, even though that person was not yet part of the bargaining unit nor covered by the collective bargaining agreement. Section A-6 makes no reference to conducting a market pay analysis for new employees or new classifications.

Section A-7 of Ch. 438 provided for similar treatment of most of the other state employees excluded from collective bargaining, including those confidential and managerial employees whose positions are excluded from collective bargaining because of the functions of the positions, not because of the length of employment service.[7] If Mr. Neily’s interpretation of Section A-6 were correct, all of those individuals covered by Section A-7 would be statutorily entitled to have a market pay evaluation

[7]**Sec. A-7. Confidential employees; similar and equitable treatment**. Confidential employees must be given similar and equitable treatment on a pro rata basis to that given employees covered by the collective bargaining agreements. For the purposes of this Part, "confidential employees" means those employees within the executive branch, including probationary employees, who are in positions excluded from bargaining units pursuant to the Maine Revised Statutes, Title 26, section 979-A, subsection 6, paragraphs B, C, D, I and J.

conducted on their behalf as well.

The Complainant’s erroneous conclusion that chapter 438 gives him a statutory right to have a market pay evaluation conducted for his classification is the basis for his assertion that the State had a statutory obligation to inform him of this “right” and its failure to do so should toll the six-month limitation period. The Complainant relies on Title 5, §7068, sub-§2, which states that the employer must give new employees “written information as to the employee's rate of pay and circumstances under which the rate may be changed, including merit increases.” As the market pay study was over and done with long before Mr. Neily’s date of hire and there was no on-going obligation to conduct further evaluations, the past events did not constitute “circumstances under which the rate may be changed.” In sum, the Executive Director was correct in dismissing Count I of the complaint as untimely. We also hold that even if Count I of the complaint had been filed within six months of Mr. Neily’s employment, the factual allegations, even if true, do not constitute a violation of SELRA.

Count II of Mr. Neily’s complaint asserts that the State and MSEA’s failure to conduct a market pay analysis for the five classifications created since 2001 violated 26 M.R.S.A. §979-D (1)(E)(4)(a) and therefore was a failure to bargain as required by §979-D. While bargaining over certain aspects of the compensation system is permissible, §979-D(1)(E)(4)(a) provides that such authorization “shall not be construed to authorize any more than one system for evaluating jobs of state employee in bargaining units . . . .” The Complainant presents two legal arguments: 1) the failure to conduct a market pay analysis for these five classifications created more than one system for evaluating jobs and 2) this interfered with his “right” to a

single evaluation system.[8] We need not address these legal assertions because we agree with the Executive Director's conclusion that this Count must be dismissed as time barred. Like Count I of the complaint, Count II was contingent upon rights alleged to have accrued in 2001, and it was not filed until nearly three years after Complainant's date of hire.

Both Count I and Count II allege violations of provisions of SELRA requiring the State and the Union to bargain in good faith. The Executive Director ruled that the Complainant did not have standing to bring a charge against the State for "refusing to bargain collectively with the bargaining agent of its employees" in violation of §979-C(1)(E) or a similar charge against the Union for violating §979-C(2)(B) for refusing to bargain with the employer. The Executive Director was correct in observing that the employer has a duty to bargain with the bargaining agent and no other because the statutory duty to bargain runs exclusively between the bargaining agent and the employer. See 26 M.R.S.A. §979-F(2)(B) (The bargaining agent is "the sole and exclusive bargaining agent for all the employees in the bargaining unit"); MSEA v. Maine Maritime Academy, No. 05-04, at 15 (Jan. 31, 2006) (Dealing directly with employees is a failure to bargain in good faith).

The Complainant argues that his case is similar to the position of the complainant in Powers McGuire v. The University of Maine System, in which the Board permitted an individual to bring a refusal-to-bargain charge against the employer. No. 93-

[8]The Complainant asserts that this violated §979-C(1)(A) and §979-C(2)(A), both of which prohibit "interfering with, restraining or coercing employees in the exercise of the rights guaranteed by section 979-B," which protects collective bargaining and representational rights and "the free exercise of any other right under this chapter" such as the right to vote, the right to refrain from union activities, and the right to seek assistance from the Board. For a thorough discussion of what constitutes an independent interference, restraint or coercion violation, see Teamsters v. Aroostook County, No. 03-09, at 19-20 (Feb. 2, 2004).

37, at 14 (Apr. 4, 1994), aff'd sub nom. The University of Maine System v. Powers McGuire, No. CV-94-153 (Me. Super. Ct., Ken. Cty., Oct. 11, 1994). After reviewing the facts in the present complaint and the nature of the charge, we conclude that the Executive Director correctly applied the proper analysis regarding standing to bring a charge of refusing to bargain. The Executive Director stated:

> The Board explicitly noted in [Powers McGuire] that the statutory obligations and attendant conduct of the public employer and the bargaining agent "in the actual bargaining process leading up to and including the execution of the collective bargaining agreement" are "aspects of the duty to bargain [that] run specifically between the employer and the bargaining agent and should be enforced by them." Even if they were not time-barred, the §979-C(1)(E) and (2)(B) charges, incorporating alleged violations §979-D, would be dismissed for lack of standing by the complainant to prosecute such charges, as would any charged violations of §§ 979-C(1)(A) and (2)(A) that were derivative violations based thereon.

Citing McGuire, No. 93-27, at 14. The present case involves the decision of the parties at the bargaining table to limit the market pay study to classifications existing at the time. In contrast, while granting Mr. McGuire standing, the McGuire Board noted that the complained-of conduct did not involve the negotiations process but centered on the employer's unilateral change of a well-established pay practice.

The McGuire case presented some very unique circumstances regarding the practices that were changed that are not present in this case. In McGuire, the University System and the union had negotiated an "overload" compensation schedule that applied to all system campuses and determined the minimum compensation for teaching summer courses. Individual campuses were free to pay higher overload rates and individual faculty members were free to negotiate higher rates as well. The Augusta campus had an

established practice of paying twice the overload rate for summer ITV courses, plus a $500 preparation fee. The unilateral change at the heart of the complaint was a reduction to the single overload rate for ITV courses offered at the Augusta campus that were under-enrolled. The Board considered it permissible to allow an individual to bring a unilateral change charge in that case because the union was not involved in negotiating or enforcing the higher-than-minimum overload rates that had been established at the various campuses. McGuire, No. 93-37, at 15.

In the present case, the Complainant asserts that the conduct he complains of is a unilateral change and that he has standing because neither the State nor MSEA have been interested in his complaints. In spite of the fact that the Board used some broad language in McGuire,[9] we conclude that it should not be used to support Mr. Neily's standing argument. First of all, as previously noted, his complaint, in essence, alleges a failure to bargain. There are no facts alleged that indicate a unilateral change--his complaint is that the State and MSEA did not do what Mr. Neily believes the funding law (chapter 438) and §979-D required them to do. Even if what Mr. Neily is complaining of can accurately be described as a unilateral change, the Board's case law since McGuire was decided twelve years ago does not provide any support for the suggestion in that case that an individual can "enforce the collective bargaining agreement" by "complaining of unilateral changes." As we have stated, "[a] contract violation, by itself, is not a prohibited practice over which the Board has jurisdiction." Langley v. State of Maine, Dept. of Transportation, No. 00-14, at 4 (March 29, 2002). This Board does not have jurisdiction to hear grievances, so we must

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[9]Such as, "We know of no policy reason to prohibit an employee from enforcing a collective bargaining agreement (that is, from complaining of unilateral changes), since employees are the direct beneficiaries of any agreement that is reached." McGuire, No. 93-37, at 15.

be careful not to interpret "unilateral change" so broadly as to expand our jurisdiction into areas beyond our statutory authority. See State of Maine v. MSEA, 499 A.2d 1228, 1239 (Oct. 29, 1985) (The MLRB has jurisdiction over prohibited practices complaints, but not over grievances.)

With respect to the claim that the State and MSEA created a discriminatory evaluation system in violation of §979-D, the Complainant is again without standing as he is alleging a failure to bargain in violation of §979-C(1)(E). The Complainant attempts to transform a refusal to bargain charge (§979-C(1)(E)) into an interference, restraint and coercion charge (§979-C (1)(A)) by simply saying the employer's conduct interfered with the Complainant's "right" to a single evaluation system.[10] Section 979-D deals exclusively with the employer's and the bargaining agent's mutual obligation to bargain--it does not establish any individual rights.

For the forgoing reasons, we hold that the Complainant does not have standing to bring a complaint against either the State or MSEA alleging a violation of the duty to bargain as required by §979-D. Accordingly, the Executive Director was correct to hold that even if Count I or II of the Complaint were not time barred, they would be dismissed for lack of standing to prosecute such charges, as would any derivative violations of §979-C(1)(A) and §979-C(2)(B).

ORDER

On the basis of the foregoing discussion, and by virtue of and pursuant to the powers granted to the Maine Labor Relations Board by 26 M.R.S.A. § 979-H(2), it is ORDERED:

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[10]For a full discussion of the scope of rights protected by the interference, restraint and coercion prohibition, see Teamsters v. Aroostook County, No. 03-09, at 19-20.

The Executive Director's Order dated February 14, 2006, dismissing the prohibited practice complaint filed by Complainant William D. Neily on October 17, 2005, against the State of Maine and the Maine State Employees Association, Local 1989, SEIU, in Case No. 06-13, is affirmed.

Dated at Augusta, Maine, this 11th day of May, 2006.

MAINE LABOR RELATIONS BOARD

/s/______________________________
Peter T. Dawson
Chair

/s/______________________________
Karl Dornish, Jr.
Employer Representative

/s/______________________________
Wayne W. Whitney
Employee Representative

The parties are advised of their right pursuant to 26 M.R.S.A. § 979-H(7) (Supp. 2005) to seek a review of this decision and order by the Superior Court. To initiate such a review, an appealing party must file a complaint with the Superior Court within fifteen (15) days of the date of issuance of this decision and order, and otherwise comply with the requirements of Rule 80(C) of the Rules of Civil Procedure.