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INSTITUTE OF MANAGEMENT

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**RUTGERS UNIVERSITY** 

#### CONTRACT

#### <u>Between</u>

BOARD OF EDUCATION OF THE BOROUGH

BOARD OF EDUCATION OF THE BOROUGH OF FORT LEE IN THE COUNTY OF BERGEN

and

FORT LEE ADMINISTRATIVE GROUP

1987 - 1988 1988 - 1989

VJahy 1, 1987 June 30, 1988

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#### PREAMBLE

This Agreement is entered into the 1st day of June , 1987, by and between the

BOARD OF EDUCATION OF THE BOROUGH OF
FORT LEE IN THE COUNTY OF BERGEN
hereinafter called the "Board", and the

FORT LEE ADMINISTRATIVE GROUP hereinafter called "FLAG".

#### RECOGNITION

- 1.1 The Board hereby recognizes FLAG, during the lifetime of this Agreement, as the exclusive representative for collective negotiations concerning grievances and the terms and conditions of employment for all employees who comprise the unit hereunder as follows:
  - 1.1.1 Principal
  - 1.1.2 Assistant Principal
  - 1.1.3 Supervisor of Special Education.
- 1.2 The following personnel are hereby specifically excluded from the negotiation unit:
  - 1.2.1 Superintendent of Schools
  - 1.2.2 Assistant Superintendent
  - 1.2.3 Director of Elementary Education.

#### SALARIES

#### 2.1 Salary Schedule

- 2.1.1 The salary schedule for the employees covered by this Agreement for the school year 1987-1988 (July 1st to June 30th) are set forth in Exhibit "A-1," attached hereto and made a part hereof.
- 2.1.2 The salary schedule for the employees covered by this Agreement for the school year 1988-1989 (July 1st to June 30th) are as set forth in Exhibit "A-2," attached hereto and made a part hereof.

#### 2.2 Withholding of Increments

2.2.1 The Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any employee upon (a) the recommendation of the Superintendent of Schools and (b) pursuant to the provisions and procedures as prescribed by N.J.S.A. 18A:29-14, as amended and supplemented.

#### 2.3 Placement on Salary Schedule

#### 2.3.1 Adjustment to Salary Schedule

Each employee presently covered by this Agreement shall be placed on the salary schedule in accordance with Exhibit "A-1" made a part hereof.

## 2.3.2 <u>Credit for Experience</u>

Whenever a person shall hereafter accept office, position, or employment, covered under this Agreement, his initial place on the salary schedule shall be at such point as may be agreed upon by the employee and the Board of Education. The Board shall evaluate his outside educational experience and has the sole right to fix starting salary.

#### **HEALTH INSURANCE**

- 3.1 The Board will provide, at Board expense, for employees covered under this Agreement, and their eligible dependents, as such dependents are defined and included under the following insurance policies, the following health insurance benefits under the New Jersey Public and School Employees Health Benefits Plan:
  - 3.1.1 New Jersey Blue Cross hospitalization
- 3.1.2 New Jersey Blue Shield medical-surgical, including Rider J
  - 3.1.3 Major Medical Insurance.
- 3.2 The Board may change insurance carriers at its option and after notification to FLAG, provided substantially similar benefits are provided.
- 3.2.1. The Board agrees to pay up to a maximum of \$ 42.25 per employee per month for a dental coverage plan for all employees covered by this Agreement during the school years 1985-1986 and 1986-1987. Any additional cost of such plan shall be borne by the individual employee by way of payroll deduction.
- 3.2.2 The Board agrees to pay up to a maximum of \$ 27,000.00 for each of the 1985-1986 and 1986-1987 school years for an optical coverage plan for all employees of the school district including the employees covered by this Agreement and

other school district employees with whom the Board by a separate written contract provided optical coverage. Any additional cost of such plan shall be borne by the individual district employee by way of payroll deduction.

- 3.3 Effective 1986-87 the Board of Education shall provide a prescription drug plan, single employee coverage, with a unit cost cap of \$25,000.00. Effective 1987-88, the plan shall be upgraded to full family coverage with a unit cost cap of \$55,000.00.
- 3.4 Effective 1986-87 the Board of Education will pay the premiums for Health Benefits coverage under the State Health Benefits Plan and for Part B of the Federal Medicare Program for a retiree who retires after twenty-five (25) years or more of service credited in the retirement system (but not including an employee who elects deferred retirement) or who retires on a disability pension based on fewer than twenty-five (25) years' service pursuant to the authorization conferred by P.L. 1974, Ch. 88.

#### SICK LEAVE

- 4.1 All employees covered under the terms of this Agreement shall be allowed sick leave with full pay for twelve (12) days in each calendar year. Any unused allowances shall be accumulated. The Board of Education may require a physician's certificate to be filed with the Secretary of the Board in case of sick leave claimed.
- 4.2 All employees covered under the terms of this Agreement shall also be entitled to the following additional sick leave allowance:

Sick leave allowance shall be extended beyond accumulated sick leave to provide for employees over the extended portion of said sick leave (meaning, the portion that is beyond the accumulated sick leave days) regular salary less the pay of a substitute, if a substitute is employed, or the estimated cost of employment of a substitute, if none is employed, under conditions of extended absence for illness or injury as approved by the Board of Education medical director, with the number of days in a continuous absence thus to be covered by the difference in pay to depend upon the number of days of the employees' accumulated sick leave at the onset of this absence for illness or injury according to the following table:

#### DAYS ACCUMULATED

#### ADDITIONAL DAYS

1-30

31 or more

Two days for each day listed in the column to the left
Two days for each day listed in the column to the left except that the maximum will

be 65

- 4.3 The following additional sick leave benefits are operative for employees at the time of their retirement, thus in effect establishing for these employees a terminal leave provision:
- 4.3.1 Benefits will apply to employees who retire under full formula benefits as prescribed by the N.J. State Teachers Pension and Annuity Fund or the N.J. State Employee's Retirement System.
- 4.3.2 These benefits shall provide compensation during said terminal leave at the rate of the annual salary applicable as of the time of retirement, with the extent of this salary payment to be one-half (1/2) of the number of days of credited cumulative sick leave as of the time of retirement, except that not more than a total of 100 days of payment within the terminal leave period shall be allowed.
- 4.3.3 The said salary payment within the period of terminal leave shall be calculated on the basis of one-twentieth (1/20) of the employee's monthly salary rate at

the time of retirement as the determinant of the rate of compensation which shall be paid within the said leave period for each day of said terminal leave.

- 4.3.4 In administering this benefit, it is expected that the terminal leave period will commence at the close of a regular school year.
- 4.4 Any employee wishing to exercise the foregoing sick leave provision of Article 4.2 should complete in triplicate copies of the following "Employee's Statement" section of this form, Exhibit "D". The employee should then retain the third copy, and mail to the Medical Director of the Fort Lee Board of Education, the first and second copies of this form together with the covering note\*\* of justification from the employee's personal doctor and also a stamped envelope, self-addressed to the employee.
  - \*\* Note necessary only when more than five (5) days of extended leave is requested. Doctor's note must contain the doctor's diagnosis of the employee's appertaining illness or injury.

The employee may expect the Medical Director to mail back to the employee the original copy (first) of this form signifying the action taken by the Medical Director. The employee should then send this completed form to the Secretary of the Fort Lee Board of Education.

4.5 The report form titled "Employee's Report of Reason for Absence," Exhibit "E", shall be completed in duplicate with 'a pen and submitted to the employee's immediate superior

not later than the first day upon which the employee returns to work, following any day of absence for any reason.

Whenever the sick leave absence of any employee of the Board of Education shall have passed ten (10) consecutive working days, said employee shall submit to the Secretary of the Board of Education by the fifteenth (15th) consecutive working day, whether or not said employee shall have returned to work by said fifteenth (15th) day, starting the counting of said fifteen (15) days with the initial day within said absence period, a certificate from a physician, engaged by said employee, delineating (1) the physician's diagnosis of the involved illness or injury, and (2) the physician's prognosis of the anticipated date for said employee's capacity for return to his regular employment with the Board of Education. Said prognosis should stipulate any indicated need for part-time, with extent thereof, rather than full-time work in said employment, and any indicated need for physical or other limitations of activity in said employment, with the appertaining period of time for which said limitation or limitations should apply.

The Secretary of the Board of Education shall forthwith present a copy of said medical certificate to the members of the Fort Lee Board of Education and the Superintendent of Schools.

#### TEMPORARY LEAVE OF ABSENCE

#### ALLOWED ABSENCE FOR OTHER THAN PERSONAL ILLNESS

#### 5.1 Emergency Leave

A total of five (5) days of emergency leave shall be allowed an employee without pay deduction when his absence is necessitated by:

- 5.1.1 Court Order
- 5.1.2 Death, critical illness or injury to or an emergency in a member of his immediate family (father, mother, brother, sister, husband, wife or child) or his in-laws (father-in-law, mother-in-law, brother-in-law, sister-in-law), an employee's grandparents and employee's spouse's grandparents, plus members of an employee's immediate household.

The employee may be required to submit to the Board of Education, through the Secretary to the Board of Education, a statement of the necessity for his absence. In case the employee claims illness of a relative, the employee may be required to furnish the name and address of the attending doctor and grant the Board permission to investigate the case. The Board reserves for itself the right to pass judgment upon the validity of any emergency leave claim and to direct appropriate salary deductions in the event that more

than five (5) days absence in any one year is imperative.

5.1.3 Any emergency to personal property and residence.

#### 5.2 Personal Leave

Annually, one (1) day of personal leave shall be allowed an employee without pay deduction. Written application to the Superintendent of Schools for each personal leave shall be made at least three (3) days before taking such leave, whenever possible. The applicant shall not be required to state the reason for taking such leave other than it is being taken under this Section, except, however, that a personal day shall not be used the day before or the day after a school holiday, but this limitation shall not be applicable where the absence is required by court order.

- 5.3 The report form titled "Employee's Report of Reason for Absence," Exhibit "E," shall be completed in duplicate with a pen and submitted to the employee's immediate superior not later than the first day upon which the employee returns to work, following any day of absence for any reason.
- 5.4 No employee of the Board of Education shall remain absent from said employee's work over more than ten (10) consecutive working days for any purpose other than said employee's personal illness or injury except as such employee seeks and receives advance approval from the Board of Education, through the Superintendent of Schools, to cover said absence in excess of said ten (10) consecutive working

days, with the allowed deviation as stipulated in the following statement. The Superintendent of Schools is empowered to extend such span of absence beyond said ten (10) day period, up to the next date on which the Board of Education will meet.

#### EXTENDED LEAVE OF ABSENCE

Wherever the word "Teacher" appears in this ARTICLE 6 the same is hereby amended to read "Administrator"

- 6.1 Additional sick leave allowance as set forth in Article 4.2, Sick Leave.
  - 6.2 The following maternity leave provisions:
- All pregnant teachers may apply for a leave of absence without pay. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time to a specific date following birth subject to the following conditions:
  - i. a. A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.
    - b. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
    - c. Exact dates of the leave will be arranged, if possible, to coincide with changes in semesters. Where medically contraindicated, the parties shall arrange other leave dates in consideration of both medical evidence and administrative feasibility.

- d. A statement from a physician certifying that the teacher is physically able to return to duty shall be furnished to the Board before a teacher is permitted to return from maternity leave.
- 2. The employee at her option may request a leave of absence without pay for a period beyond the physical disability date for the purpose of suspending her career to care for the newborn child. Any such leave requested by the employee for the balance of the school year in which the birth occurred shall be granted by the Board. In addition, at the teacher's option, she may also take unpaid leave for the entire next two (2) school years.
- 3. The leave of absence granted a non-tenured teacher hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.
- 4. Except as provided above, no teacher shall be barred from returning to duty after the birth of her child sclely on the ground that there has not been a time lapse between the birth and her desired date of return. However, on or before March 1 of the school year prior to the year in which the teacher desires to return from child care absence,

the teacher shall indicate to the Board, in writing, that she intends to return to teaching the following September. Failure to so notify the Board will be deemed to be a waiver by the teacher of her right to return from maternity that year.

- 5. The time spent on maternity leave shall not count toward fulfillment of the time requirements for acquiring tenure, nor shall it count toward placement on the salary guide or for seniority.
- 6. No teacher shall be removed from her teaching duties during pregnancy, except upon one of the following:
  - a. The Board has found her teaching performance has substantially declined from the time immediately prior to her pregnancy.
  - b. Her physical condition or capacity is such that her health would be impaired if she were to continue teaching, and which physical capacity shall be deemed to exist if:
    - (1) The pregnant teacher fails to produce a certification from her physician that she is medically able to continue teaching, or

- (2) The Board's physician and the teacher's physician agree that she can not continue teaching, or
- (3) Following any difference of medical opinion between the Board's physician and the teacher's physician, physician selected jointly by the Board and the teacher shall render a binding opinion the physical on capacity to continue teaching. expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.
- c. Any other just cause.
- 6.3 The report form S-29, titled Employee's Report of Reason for Absence, Exhibit E, shall be completed in duplicate with a pen and submitted to the teacher's immediate superior not later than the first day upon which the teacher returns to work, following any day of absence for any reason.

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, as amended in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiations unit for whom FLAG is authorized to negotiate in accordance with Article 1, "Recognition," of this Agreement. Agreement 80 negotiated shall be applicable to the aforementioned personnel, shall be reduced to writing, and when adopted by appropriate Resolution of FLAG by its internal procedures, shall be signed by the Board and FLAG. Prior to execution of the Agreement, FLAG's representatives shall notify the Board in writing that they are authorized to execute the Agreement in accordance with and in compliance with its internal procedures.

# ARTICLE 8 . GRIEVANCE PROCEDURE

## A. Definitions.

- 1. A "grievance" is a complaint by which an employee or employees in the bargaining unit may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them, except that the term "grievance" shall not apply to:
  - (1) Any matter for which a method of review is prescribed by law or which by law is exclusively within the discretion of the Board.
  - (2) Any rule or regulation of the State Department of Education or the State Commissioner of Education having the force and effect of law.
  - (3) Any matter which according to law is beyond the scope of Board Authority.
  - (4) The failure or refusal of the Board to renew the contract of a non-tenured member of the bargaining unit.
  - (5) The withholding of an increment of a member of the bargaining unit.
  - (6) Any grievance which would not be arbitrable or negotiable if the terminal step were binding arbitration.

## B. Principles.

- 1. A grievance to be considered under this procedure shall be presented by the grievant not later than fifteen (15) calendar days after the occurrence of the grievance. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances as quickly as possible.
- 2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
- 3. A grievant may present and process his grievance personally or through an appropriate representative. In either event, the grievant shall be personally present at all steps of the grievance procedure. Should a grievant want to process his grievance personally or through an appropriate representative of his own choosing he may do so; however, the majority unit shall be so notified and shall have the right to have its own representative present.
- 4. No reprisals shall be taken by the Board or Administration against any participant because he utilizes the grievance procedure.

5. Should a grievance result from action taken by the Superintendent or the Board, a grievant may present his grievance initially at the second step of the grievance.

procedure.

## C. Procedure.

#### 1. STEP ONE:

- a. A grievant may initially discuss the matter, identified as a grievance, with the Immediate Supervisor in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in Section B, Subsection 1.
- b. A grievant shall file his grievance in writing by presenting the written grievance to the Immediate Supervisor and forwarding copies to the Superintendent of Schools.
- meet in an attempt to resolve the grievance not later than five (5) school days following the date on which it is filed.
- d. The Immediate Supervisor shall communicate his decision in writing to the grievant not later than five (5) school days following the hearing. A copy of the decision shall also be forwarded at the same time to the Board Secretary.

#### 2. STEP TWO:

- a. If the grievance has not been resolved at Step One of the procedure, the grievant may file the grievance in writing to the Superintendent. If the Immediate Supervisor is the Superintendent then the appeal shall be to the Board of Education and the grievance shall be filed with the Board Secretary. This shall be done not later than five (5) school days following the written decision of the Immediate Supervisor.
- b. The grievant and his representative and the Superintendent, or the Board of Education, shall meet in an attempt to resolve the grievance not later than five (5) school days following the date on which the grievance was filed at Step Two.
- c. The written decision shall be communicated to the grievant not later than ten (10) school days after the meeting.

#### 3. STEP THREE:

a. If the aggrieved person is not satisfied with the disposition of his grievance at Step Two, or if the Superintendent or the Board has not communicated the decision in writing to the grievant as provided in Step Two, the grievant and his representative may proceed to the next step. In the event the

decision sought to be appealed is that of the Superintendent, the next step is to the Board of Education in accordance with the provisions hereof. In the event the decision sought to be appealed is that of the Board, the next step is that of advisory arbitration as described in Step The hearing at the Board level may be with the Board or the Board's representative, which may consist of one or more persons designated by the Board. The request of the grievant shall clearly . explain the grievance and be made in writing not later than five (5) school days following the decision of the Superintendent or the Board, or if no such decision has been communicated then not later than five (5) school days following the expiration of the ten (10) school day period provided in Sub-section c. of Step Two.

b. The grievant and his representative and the Board or its representative shall meet in an attempt to resolve the grievance not later than ten (10) school days following the date on which the grievance was filed. The grievant may have three (3) representatives present when his grievance is reviewed by the Board or its representatives. The Superintendent of Schools shall be present at this step.

to the grievant not later than fifteen (15) school days following the meeting. A copy of the decision shall also be forwarded at the same time to the Superintendent and the Grievance Committee.

#### STEP FOUR:

- a. In the event the grievant is dissatisfied with the determination of the Board of Education aforesaid, and in the further event that the grievance involves the meaning, interpretation or application of this contract, the matter may be submitted to arbitration. A request for arbitration shall be made in writing no later than fifteen (15) days following the determination of the Board. Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the Board of Education and the Fort Lee Administrator's Group (F.L.A.G.) shall mutually agree upon a longer time period within which to assert such a demand.
- b. The Board may also request arbitration concerning any dispute regarding the interpretation or application of this contract. The time limits applicable to the Association are also applicable to the Board of Education.

- c. The arbitrator shall have no power or authority to add to, subtract from, change or modify any of the terms of this agreement.
- d. Within ten (10) school days after F.L.A.G. shall have delivered the written request for arbitration, the Board and F.L.A.G. shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, a request for a list of arbitrators shall be made from the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Publis Employment Relations Commission in the selection of an arbitrator.
- e. The arbitrator so selected shall confer with the representatives of the Board and F.L.A.G. and hold hearings promptly, and he shall issue his decision not later than twenty (20) days from the close of hearings, or if oral hearings have been waived, then from the date that the final statements and proofs are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory only.

f. The costs for the services of the arbitrator, including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally. Any other expenses incurred shall be paid by the party incurring such expense.

## D. Miscellaneous.

- 1. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- 2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this Article.
- 3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

#### DURATION OF AGREEMENT

This Agreement shall remain in full force and effect as of July 1, 1987, and shall remain in full force and effect through June 30, 1988.

FORT LEE ADMINISTRATIVE GROUP	FORT LEE BOARD OF EDUCATION FORT LEE, NEW JERSEY
BY: falls Munuella President	President
ATTEST:	ATTEST:
	Secretary

Members of Negotiating Committee:

This is to certify that the undersigned have been duly authorized by the Fort Lee Administrative Group to execute the above Agreement on behalf of the Fort Lee Administrative Group and in accordance and in compliance with the internal procedures of the Fort Lee Administrative Group.

And Rivelific
President

EXHIBIT A-1

## GUIDE FOR 1987-1988

STEP	Middle School Ass't. Principal	Elem. Principal H.S. Ass't. Princ. Dir. of Spec. Ed.	Middle School Principal	High School Principal
1	\$ 42,000	\$ 48,000	\$ 49,000	\$ 50,000
2	45,000	49,000	50,000	53,000
3	48,000	50,000	53,000	56,000
4	50,000	51,794	55,000	58,000
5	51,788	53,000	57,000	60,000
6	53,000	56,436  57,585	58,225	62,000
		57,825		

EXHIBIT A-2

## GUIDE FOR 1988-1989

STEP	Middle School Ass't. Principal	Elem. Principal H.S. Ass't. Princ. Dir. of Spec. Ed.	Middle School Principal	High School Principal
1	\$ 47,000	\$ 49,000	\$ 52,000	\$ 55,000
2	50,000	51,360	55,000	57,000
3	52,000	54,000	57,000	58,500
4	54,000	55,000	59,000	62,000
5	55,000	58,527	62,000	65,000
6	58,002 (0)	61,288	63,225	67,000
O	36,002 (0)	62,192	03,223	37,000
		62,825		

## EXHIBIT "B"

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# EXHIBIT "C"

INTENTIONALLY LEFT BLANK

# EXHIBIT "D"

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## FOAT LEE PUBLIC SCHOOLS EMPLOYEE'S REPORT OF REASON FOR ABSENCE

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