

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 156 – certification of an agreement

Rockhampton Regional Council Treatment Plant Operators Certified Agreement 2012

Matter No. CA/2012/53

Commissioner Thompson

10 August 2012

CERTIFICATE

This matter coming on for hearing before the Commission on 10 August 2012 the Commission certifies the following written agreement:

Rockhampton Regional Council Treatment Plant Operators Certified Agreement 2012 – CA/2012/53.

Made between:

Rockhampton Regional Council

AND

The Australian Workers' Union of Employees, Queensland.

The agreement was certified by the Commission on 10 August 2012 and shall operate from 10 August 2012 until its nominal expiry on 16 December 2014.

This agreement replaces Rockhampton Regional Council Enterprise Bargaining Certified Agreement External Employees 2008(CA/2009/9).

By the Commission.

Commissioner Thompson

Rockhampton Regional Council

Treatment Plant Operators

Certified Agreement

2012

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1. ADMINISTRATIVE ARRANGEMENTS

1.1. Title

- 1.1.1. This Agreement shall be known as the Rockhampton Regional Council Treatment Plant Operators Certified Agreement 2012 (Agreement).
- 1.1.2. This Agreement supersedes and replaces all previous Certified Agreements and other industrial arrangements that had application to Rockhampton Regional Council and employees employed as Treatment Plant Operators.
- 1.1.3. The only exception is that terms of the Rockhampton Regional Council External Certified Agreement 2011 is to be read and applied in conjunction with this Agreement. In the event of any inconsistency between the Rockhampton Regional Council External Certified Agreement 2011 and this Agreement, this Agreement shall prevail to overcome any inconsistency.

1.2. Parties Bound

- 1.2.1 The Parties bound by this Agreement are:

- Rockhampton Regional Council

And, employees employed as Treatment Plant Operators who are members of the following unions or are eligible to become so and for whom a classification contained in this Agreement applies:

- AWU – The Australian Workers’ Union of Employees, Queensland (ABN: 54 942 536 069)

1.3. Date and Period of Operation

- 1.3.1. This Agreement shall be effective from the date of certification by QIRC and shall continue to have effect for three (3) years from the date of certification or until varied or terminated in accordance with the relevant legislation in place at the time. Where this Agreement is not varied or terminated in accordance with the relevant legislation, it shall continue to have full effect following the 3rd anniversary, until it is varied or terminated.
- 1.3.2. The Parties to this Agreement agree to have their respective logs of claims presented to commence negotiations for a new collective agreement at least six (6) months prior to the expiry of this Agreement, with the view to concluding the negotiations prior to the nominal expiry date of this Agreement. The nominal expiry date is 16 December 2014.

1.4. Relationship to Parent Award and the Rockhampton Regional Council External Certified Agreement 2011

- 1.4.1. This Agreement shall be read and applied in conjunction with the terms of the:
- Rockhampton Regional Council External Certified Agreement 2011; and
 - Local Government Employees’ (Excluding Brisbane City Council) Award – State 2003.

In the event of any inconsistency between the Local Government Employees’ (Excluding Brisbane City Council) Award – State 2003, the Rockhampton Regional Council External Certified Agreement 2011 and this Agreement, this Agreement shall prevail to the extent of the inconsistency.

1.5. Objectives of the Agreement

- 1.5.1. To provide a framework to define the employment terms and conditions and associated remuneration for a flexible team of competently qualified water and sewerage treatment plant operators that meet the current and future business needs of the employer’s water and sewerage operations.
- 1.5.2. To provide a consultative environment for the employer, Council’s leadership team, water and sewerage treatment plant operators and their Unions to develop and engage in continuous improvement, efficient work practices and improved service delivery.

1.6. Definitions

- (a) Continuous Shift Work – shall mean a series of shifts where an employee is employed on a rotational basis on a 24 hour continuous shift operation over a period of 7 days per week.
- (b) Day – for the purpose of On-Call Allowance, day is recognised as that period from an employees finishing time on one ordinary working day to the starting time of the next ordinary working day.
- (c) Employer – shall have the same meaning as that cited in the *Local Government Act 2009*, i.e. Chief Executive Officer.
- (d) QIRC – shall mean the Queensland Industrial Relations Commission.
- (e) The Act – shall mean, except where otherwise stated, the *Industrial Relations Act 1999*.
- (f) LGEA – Local Government Employees' (Excluding Brisbane City Council) Award – State 2003

1.7. Posting of the Agreement

- 1.7.1. A true copy of the Agreement shall be displayed in the workplace with convenient access to employees.

2. DISPUTE RESOLUTION PROCESS

2.1. Dispute Resolution Procedure

- 2.1.1. The matters to be dealt with in this procedure shall include all disputes between an employee and the employer in respect to any industrial matter and all other matters that the Parties agree on, and are specified within this Agreement. The principle objective of this procedure is to resolve workplace disputes without causing substantial damage to either party by way of industrial action or loss of income.
- 2.1.2. To this end, the Parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work, while the procedures of negotiation and conciliation are being followed. Such procedures shall apply to a single employee or to any number of employees. Employees shall be entitled to be represented by a person or an organisation of their choice throughout the following process.
- 2.1.3. In the event of an employee having a dispute, the employee shall in the first instance attempt to resolve the matter with the immediate supervisor who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 2.1.4. If the dispute is not resolved under clause 2.1.3, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, where practicable, take place within 24 hours after the request by the employee or the employee's representative.
- 2.1.5. If the dispute is still unresolved after discussions mentioned in clause 2.1.4, the matter shall be reported to senior management/Chief Executive Officer.
- 2.1.6. Emphasis shall be placed on a negotiated settlement. If the negotiation process is exhausted without the dispute being resolved, the Parties may jointly or individually refer the matter to the QIRC. Once referred, the QIRC shall exercise its powers of conciliation and arbitration.
- 2.1.7. Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue. Where a genuine safety issue is identified, the employee shall not refuse a direction to work at another location.
- 2.1.8. The status quo existing before the emergence of the dispute is to continue whilst the above procedure is being followed.
- 2.1.9. A determination made by the QIRC, subject to the parties' right of appeal under *the Act*, shall be final and binding on all parties to the dispute.

- 2.1.10. Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of *the Act*.
- 2.1.11. There shall be a commitment by the parties to adhere strictly to this procedure. The parties shall give the earliest possible advice by one party to the other of any issue or problem, which may give rise to a dispute. Throughout all steps of the procedure, all relevant facts shall be clearly identified and recorded.

3. EMPLOYEE BENEFITS

3.1. Wage/Salary Increase

- 3.1.1. Base rates for employees who have their terms and conditions of employment regulated by this Agreement are detailed in Appendix 1 to this Agreement. Appendix 1 also provides information of wage increases over the life of this Agreement.
- 3.1.2. The employer in determining the annualised remuneration has given consideration to the ordinary and overtime hours worked, the application of relevant allowances and the qualifications relevant to treatment plant operations. Specific details of remuneration calculation tables are provided in Appendix 2.
- 3.1.3. Any decision of the QIRC that has the effect of adjusting the ordinary hourly rates of classifications of any Award mentioned in clause 1.4.1 or any other Award covering employees covered by this Agreement shall not apply.

3.2. Annualised Remuneration Criteria

- 3.2.1. Differing annualised remuneration rates are based on the following criteria:

- (a) The normal length of an ordinary shift worked either –
- Eight (8) hours and 27 minutes for all Sewerage Treatment Plant Operators and Woodbury Water Treatment Plant Operators; or
 - 12 hours for all Glenmore Water Treatment Plant Operators.
- (b) The level of a Treatment Plant Operator's qualifications, either –
- If a Treatment Plant Operator possesses less than a relevant Certificate II qualification they will receive less than the full LGEA level nine (9).

For those Treatment Plant Operators who are currently in receipt of LGEA level nine (9) based payments they will not have their remuneration reduced, based solely on the condition that minimum current industry standard qualifications are fully completed within one (1) year from this Agreement being certified.

The employer has provided this condition in recognition of years of service and experience for current Treatment Plant Operators who possess less than relevant Certificate II qualifications.

- If a Treatment Plant Operator possesses a relevant Certificate II or greater qualification then the full LGEA level nine (9) base rate shall be applicable.
- Payment at the higher rate will be effective from the date of confirmation of the attainment of the relevant Certificate II or greater qualification.

- 3.2.2. The annualised hourly base rates utilising the above criteria for the differing levels of remuneration are as follows:

- (a) A Treatment Plant Operator working eight (8) hours and 27 minutes ordinary shift and possesses less than a relevant Certificate II qualification, then their annualised hourly base rate equates to \$38.52 (per hour).
- (b) A Treatment Plant Operator working eight (8) hours and 27 minutes ordinary shift and possesses a relevant Certificate II or greater qualification, then their annualised hourly base rate equates to \$39.20 (per hour).

(c) A Treatment Plant Operator working 12 hours ordinary shift and possesses less than a relevant Certificate II qualification, then their annualised hourly base rate equates to \$40.67 (per hour).

(d) A Treatment Plant Operator working 12 hours ordinary shift and possesses a relevant Certificate II or greater qualification, then their annualised hourly base rate equates to \$41.89 (per hour).

3.2.3. Relevant annual increases over the life of this Agreement as outlined in Appendix 1.

3.3. Superannuation

3.3.1. From the commencement of this Agreement, the employer's superannuation contribution shall be based on the annualised wage referred to in clause 3.1 and may be deducted as a salary sacrifice in accordance with clause 4.3 of the Rockhampton Regional Council External Certified Agreement 2011.

4. HOURS OF WORK

4.1. Hours of Work

4.1.1. The normal hours of work will differ based on the normal length of ordinary shift being worked as stated in clause 3.2.1(a) (i.e. Eight (8) hours and 27minutes or 12 hours). Meal and crib breaks and associated allowances are to be paid in accordance with the LGEA provisions via claims made on timesheets.

4.2. Hours of Work for Treatment Plant Operators working 8 hours and 27minutes per day.

4.2.1. Treatment Plant Operators who are required to work the eight (8) hours and 27 minutes ordinary shift will be required to work between the hours of 7.00am to 4.00pm Monday to Friday, or if required to be altered as per clause 5.1 of the Rockhampton Regional Council External Certified Agreement 2011.

4.2.2. Treatment Plant Operators will be entitled to a lunch break of 33 minutes and a morning tea break of 20 minutes.

4.2.3. Treatment Plant Operators will be entitled to work a nine (9) day fortnight with each Treatment Plant Operator entitled to one rostered day off each fortnight. Rostered days off shall be staggered so that at any given time four (4) Treatment Plant Operators will be normally available for work at all times, including during periods of annual or long service leave.

4.2.4. Under normal conditions the Treatment Plant Operator on-call is required to work six (6) hours on Saturday and six (6) hours on Sunday on a four (4) weekly roster basis.

4.2.5. On statutory (public) holidays under normal conditions the Treatment Plant Operator on-call is required to work six (6) hours which shall be paid time and a half at the annualised base rate in this Agreement and equivalent days added to their annual leave balance exclusive of leave loading.

4.3. Hours of work for Treatment Plant Operators working 12 hours per day

4.3.1. Treatment Plant Operators who are required to work the 12 hour ordinary shift will be required to work according to a 24 hours seven (7) days per week continuous shift roster. Each Treatment Plant Operator shall be required to work a minimum of 13 shifts, each of 12 hours, in a 28 day cycle. As much as possible these 13 shifts should be made up of an even mix of morning and afternoon shifts. As much as possible weekend work should be shared amongst the Treatment Plant Operators on the roster.

4.3.2. Where the roster permits, each Treatment Plant Operator is required to be available to attend the work site for two (2) hours of training (Toolbox meetings) per ever 28 day cycle. This time will be paid at the annualised hourly rate and will include an additional hour to cover travel time and costs.

4.4. Overtime, on-call and callouts

4.4.1. Payment of overtime, on-call and callouts worked will differ based on the length of shift being worked and qualifications held as stated in clause 3.2.1.

4.4.2. Treatment Plant Operators who work the eight (8) hours and 27 minutes ordinary shift, and are required to continue work after their normal finishing time shall be paid at the annualised hourly rate as per the LGEA

provisions for overtime (i.e. first three (3) hours at 1.5 times the hourly rate and two (2) times the hourly rate for the time worked thereafter).

- 4.4.3. Callouts will be paid at the annualised hourly rate as per the LGEA provisions for overtime (i.e. first three (3) hours at 1.5 times the hourly rate and two (2) times the hourly rate for the time worked thereafter). A minimum of four (4) hours will be paid for the first callout in any 24 hour period and any subsequent call-out on that day will be paid at a minimum of two (2) hours, however for Treatment Plant Operators who work eight (8) hours and 27 minutes and are undertaking planned overtime on Saturdays and / or Sundays they shall not receive the minimum of four (4) hours for a callout, they shall only be paid for the actual time worked.
- 4.4.4. Treatment Plant Operators are required to be on-call on a rotational basis in accordance with the section roster. Payment of an on-call allowance has been included in the annualised hourly rate. Payment of on-call allowance will be made as per the Rockhampton Regional Council External Certified Agreement 2011 with the exception that for Sundays the on-call allowance will be paid based on six (6) hours.
- 4.4.5. Treatment Plant Operators who work the 12 hour ordinary shift, and are required to work more than four (4) 12 hours overtime shifts (i.e. more than 17 shifts) in a 28 day cycle, payment will be made at 1.37 times the annualised hourly rate. At all other times payment will be at the annualised salary hourly rate.
- 4.4.6. Callouts will be paid at the annualised hourly rate as per the LGEA provisions for overtime (i.e. first three (3) hours at 1.5 times the hourly rate and two (2) times the hourly for the time worked thereafter). A minimum of four (4) hours will be paid for the first callout in any 24 hour period.
- 4.4.7. All Treatment Plant Operators required to work a normal shift on a rostered day off or other scheduled non-work day and are provided with less than 48 hours notice shall receive an additional four (4) hours pay at the annualised hourly rate.

5. MISCELLANEOUS

5.1. All Other Terms and Conditions

- 5.1.1. All other terms and conditions not specifically identified in this Agreement will be covered by the Rockhampton Regional Council External Certified Agreement 2011 in the first instance or by the LGEA where not specifically referred to in the Rockhampton Regional Council External Certified Agreement 2011.

5.2. No Extra Claims

- 5.2.1. The Parties agree that in the life of this Agreement no extra claims shall be sought for the life of this Agreement.

APPENDIX 1 – BASE REMUNERATION CLASSIFICATION STRUCTURE

* Please note that the rates listed below are base rates only and do not include any allowances, annualised or otherwise.

** Decimals for annum figures have been rounded up/down accordingly.

Classification	Current as at 15/12/2011		As at 16/12/2011 Plus 4%		As at 16/12/2012 Plus 3.5%		As at 16/12/2013 Plus 3.5%	
	Weekly	Annual	Weekly	Annual	Weekly	Annual	Weekly	Annual
<i>Local Government Employees</i>								
LAE Level 1 <18 yrs	\$555.89	\$28,906	\$578.13	\$30,063	\$598.36	\$31,115	\$619.30	\$32,204
LAE Level 1 <6mth Serv	\$824.38	\$42,868	\$857.36	\$44,582	\$887.36	\$46,143	\$918.42	\$47,758
LAE Level 1 >6mths Serv	\$838.11	\$43,582	\$871.63	\$45,325	\$902.14	\$46,911	\$933.72	\$48,553
LAE Level 2	\$851.84	\$44,296	\$885.91	\$46,068	\$916.92	\$47,680	\$949.01	\$49,349
LAE Level 3	\$865.56	\$45,009	\$900.18	\$46,809	\$931.69	\$48,448	\$964.30	\$50,143
LAE Level 4	\$879.41	\$45,729	\$914.59	\$47,558	\$946.60	\$49,223	\$979.73	\$50,946
LAE Level 5	\$895.78	\$46,581	\$931.61	\$48,444	\$964.22	\$50,139	\$997.97	\$51,894
LAE Level 6	\$924.49	\$48,073	\$961.47	\$49,996	\$995.12	\$51,746	\$1,029.95	\$53,557
LAE Level 7	\$953.77	\$49,596	\$991.92	\$51,580	\$1,026.64	\$53,385	\$1,062.57	\$55,254
LAE Level 8	\$982.11	\$51,070	\$1,021.39	\$53,113	\$1,057.14	\$54,971	\$1,094.14	\$56,895
LAE Level 9	\$1,012.62	\$52,656	\$1,053.12	\$54,762	\$1,089.98	\$56,679	\$1,128.13	\$58,663

APPENDIX 2 – ANNUALISED SALARY CALCULATIONS**A2.1. Calculations for Treatment Plant Operators working eight (8) hours and 27 minutes.**

A2.1.1. The below calculations highlight the composition of the annualised hourly rate for Treatment Plant Operators who work an eight (8) hour and 27 minute day. The calculations below are for level 8 / level 9 qualified Treatment Plant Operators as indicated in clause 3.2.1.

A2.1.2. 12%	Superannuation
\$27.66	Hourly base rate level 8 + site allowance at 66% (inclusive of first year 4% increase)
\$28.50	Hourly base rate level 9 + site allowance at 34% (inclusive of first year 4% increase)
\$27.95	New hourly base rate (inclusive of first year 4% increase)
\$41.93	Overtime rate – Saturday at 1.5
\$55.90	Overtime rate Sunday 4 hours paid in on-call allowance
2274.83	Total hours worked including Saturdays and Sundays
\$63,586.32	Value per annum of total hours worked at hourly base rate
1982.33	Hours paid at hourly base rate equals Aurion's calculation
\$55,410.33	Value per annum of hours worked at hourly base rate
136.50	Saturday hours including penalties, 6 hours worked
156	Sunday hours including penalties, 6 hours worked
292.50	Total hours worked including penalties
\$8,176.00	Value of weekend work including penalties
\$743.53	Leave loading (4 weeks per annum by 17.5%)
\$1,027.00	On-call allowance at \$15.80 per day Monday to Friday
\$1,453.51	On-call allowance Saturday 4 hours at new hourly base rate
\$2,907.02	On-call allowance Sunday 8 hours at new hourly base rate
\$5,341.12	Live sewer allowance
\$1,313.23	Toilet cleaning allowance
\$12,785.41	Total of annual allowances

\$76,371.73 Final total per annum
\$38.52624 New hourly rate

A2.1.3. The below calculations highlight the composition of the annualised hourly rate for Treatment Plant Operators who work an eight (8) hour and 27 minute day. The calculations below are for level 9 qualified Treatment Plant Operators as indicated in clause 3.2.1.

A2.1.4. 12% Superannuation

\$28.50	New hourly base rate (inclusive of first year 4% increase)
\$42.75	Overtime rate – Saturday at 1.5
\$57.01	Overtime rate Sunday 4 hours paid in on-call allowance
2274.83	Total hours worked including Saturdays and Sundays
\$64,840.21	Value per annum of total hours worked at hourly base rate
1982.33	Hours paid at hourly base rate equals Aurion’s calculation
\$56,502.99	Value per annum of hours worked at hourly base rate
136.50	Saturday hours including penalties, 6 hours worked
156	Sunday hours including penalties, 6 hours worked
292.5	Total hours worked including penalties
\$8,337.22	Value of weekend work including penalties
\$758.19	Leave loading (4 weeks per annum by 17.5%)
\$1,027.00	On-call allowance at \$15.80 per day Monday to Friday
\$1,482.17	On-call allowance Saturday 4 hours at new hourly base rate
\$2,964.35	On-call allowance Sunday 8 hours at new hourly base rate
\$5,341.12	Live sewer allowance
\$1,313.23	Toilet cleaning allowance
\$12,886.06	Total annual allowances
\$77,726.26	Final total per annum
\$39.20955	New hourly rate

A2.1.5. Meal and crib breaks and associated allowances are not included in the above calculations but they shall be paid in accordance with the LGEA provisions via claims made on weekly timesheets.

A2.2. Calculations for Treatment Plant Operators working 12 hours.

A2.2.1. The below calculations highlight the composition of the annualised hourly rate for Treatment Plant Operators who work a 12 hour day. The calculations below are for level 8 / level 9 qualified Treatment Plant Operators as indicated in clause 3.2.1.

A2.2.2. 12%

	Superannuation
\$27.66	New hourly base rate (inclusive of first year 4% increase)
\$55.34	Overtime rate
2028	Total hours worked
\$56,111.04	Value per annum of total hours worked at hourly base rate
1352	Hours paid at base rate
\$37,407.36	Value per annum of the hours worked at hourly base rate
585	Saturday hours including penalties
624	Sunday hours including penalties
1209	Total weekend hours including penalties
\$33,450.81	Value of weekend work including penalties
117	Weekday shifts
\$3,845.76	Shift penalty (15%)
\$2,877.49	4 hours overtime per 28 day cycle at double time, 156 hours worked per cycle
\$944.18	Leave loading (5 weeks per annum by 17.5%)
\$2,739.15	Statutory holidays 5.5 days (12 hours) at 150%

\$1,217.40	Statutory holidays 5.5 days (8 hours) added to annual leave entitlement
\$82,482.15	Final total per annum
\$40.67167	New hourly rate

A2.2.3. The below calculations highlight the composition of the annualised hourly rate for Treatment Plant Operators who work a 12 hour day. The calculations below are for level 9 qualified Treatment Plant Operators as indicated in clause 3.2.1.

A2.2.4. 12%	Superannuation
\$28.50	New hourly base rate (inclusive of first year 4% increase)
\$57.01	Overtime rate
2028	Total hours worked
\$57,804.73	Value per annum of hours worked at hourly base rate
1352	Hours paid at base rate
\$38,536.49	Value per annum of hours worked at hourly base rate
585	Saturday hours including penalties
624	Sunday hours including penalties
1209	Total weekend hours including penalties
\$34,460.51	Value of weekend work including penalties
117	Weekday shifts
\$3,961.85	Shift penalty (15%)
\$2,964.35	4 hours overtime per 28 day cycle at double time, 156 hours worked per cycle
\$972.68	Leave loading (5 weeks per annum by 17.5%)
\$2,821.83	Statutory holidays 5.5 days (12 hours) at 150%
\$1,254.15	Statutory holidays 5.5 days (8 hours) added to annual leave entitlement
\$84,971.85	Final total per annum
\$41.89933	New hourly rate

A2.2.5. Meal and crib breaks and associated allowances are not included in the above calculations but they shall be paid in accordance with the LGEA provisions via claims made on weekly timesheets.

SIGNATORIES

Signed for and on behalf of **Rockhampton Regional Council**..... E. Pardon
 In the presence of Trudy Heilbronn

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland William Ludwig
 In the presence of:..... Elaine Martin