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No. OF EMPLOYEES	9
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COLLECTIVE AGREEMENT

- BETWEEN -

RIVERVIEW MANOR NURSING HOME
[hereinafter referred to as the "Employer"]

- and -

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Association"]

EXPIRY: JUNE 30, 1990

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish by mutual agreement, an orderly collective bargaining relationship between the Employer and the nurses concerned, and to provide for the prompt disposition of grievances, to establish and maintain satisfactory working conditions, hours of work, and wages for all nurses within the bargaining unit.
- 1.02 It is recognized that the nurses wish to work together with the Employer to secure the best possible nursing care and health protection for the residents.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by the Employer save and except the Director of Nursing and persons above the rank of Director of Nursing.
- 2.02 The Employer recognizes the following categories of nurses:
- a) A full-time nurse is a nurse who is scheduled to work more than 22.5 hours per week.
 - b) A part-time nurse is a nurse who is scheduled to work 22.5 hours or less per week.
- 2.03 A Registered Nurse is defined as a person who is registered by the College of Nurses of Ontario, in accordance with the Health Disciplines Act 1974, as amended. A registered nurse is required to present to the Director of Nursing, by the 1st-of February of each year, her current registration certificate or proof of payment.
- 2.04 A Graduate Nurse is defined as the nurse with registration incomplete, who is a graduate of a program acceptable to the College of Nurses of Ontario, and is either in the process of being registered by the College of Nurses or is completing the registration requirements for whatever reason.
- 2.05 The word "nurses" when used throughout this agreement shall mean persons included in the above described bargaining unit.
- 2.06 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the content so

necessary, work schedules, the planning or splitting up of departments, and the increase or reduction of personnel in a particular area or overall.

- e) To exercise any of the rights, powers, functions or authority which the Employer held, prior to the signing of this Agreement, except those rights, powers, functions or authority which are specifically abridged or modified by this Agreement.
- f) The Employer will not exercise these rights in a manner inconsistent with the provisions of this Agreement.

3.02 The Association acknowledges that it is the function of the Employer to make, enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of the Agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 There shall be no discrimination on the part of the Employer or the Association by reason of race, creed, colour, marital status, sex, sexual orientation, nationality, ancestry, place of origin, residence, age, political affiliation, or other factors not pertinent to performance with respect of employment, placement, promotion, salary determination, or other terms of employment.
- 4.02 There shall be no discrimination by the Employer against any nurse on account of membership in, or activities on behalf of, the Association.
- 4.03 The Association agrees there will be no Association activity on the Employer's premises without permission of the Employer or as specifically provided for in this Agreement.

ARTICLE 5 - NO STRIKES AND LOCKOUTS

- 5.01 The Association agrees that there will be no strikes, and the Employer agrees that there will be no lockouts in the term of this Agreement. The terms "strike" and "lockout" shall bear the meaning of given them in the Ontario Labour Relations Act R.S.O. 1980, as amended,

ARTICLE 6 - ASSOCIATION COMMITTEES AND REPRESENTATIVES

- 6.01 The Employer shall recognize a Committee of the Association which shall be composed of two (2)

including Conciliation.

- 6.07 During working hours, nurse representatives shall be allowed a reasonable length of time from regular duties to attend to the problems of the nurses.
- 6.08 When a nurse is required by the Employer to serve on committees, the meetings shall be scheduled during her regular working hours, or she shall be paid at the appropriate rate.
- 6.09 As far as it is possible, all Association business will be carried on outside of the regular working hours of those nurses involved in such business. However, if it appears necessary that a representative must leave her regular duties for a short period of time in order to attend to Association business in the Home, she must first obtain the permission of her supervisor. Such permission will not be unreasonably withheld. Upon the completion of her business, the representative will report to her supervisor and then return to her regular duties.

6.10 Occupational Health and Safety

- a) The Employer and the Association agree that they mutually desire to maintain Standards of Health and Safety in the Home, in order to prevent accidents, injury and illness.
- b) Recognizing its responsibilities under applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, at least one (1) representative selected or appointed by the Association from the Bargaining Unit.
- c) Such committee shall identify potential dangers and hazards, institute means of improving Health and Safety programs, and recommend actions to be taken to improve conditions related to Occupational Health and Safety.
- d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- e) Meetings shall be held every three (3) months or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.

complaint. The nurse may have her nurse representative present during such discussion. The supervisor shall reply to the nurse, giving the answer to the question or complaint within seven (7) calendar days from the date it was submitted.

Step 2

If further action is then to be taken, then within seven (7) calendar days after the decision is given in Step 1, the nurse, who may request the assistance of her nurse representative shall submit the grievance, in writing, to the Administrator. A meeting will then be held between the Administrator or her designated representative and the nurse within ten (10) calendar days. It is understood that at such a meeting, the Administrator or her designated representative may have such counsel and assistance as she may desire and that the nurse may have her nurse representative and that the Association representative may also be present at the request of either the nurse or the Employer. The decision of the Administrator or her designated representative shall be given, in writing, within seven (7) calendar days following the meeting.

Step 3

Should the Administrator fail to render her decision as required in Step 2, or failing settlement of any grievance as defined in Article 8.01, the grievance may be referred to Arbitration by either the Employer or the Association. If no written request for Arbitration is received within ten (10) calendar days after the decision under Step 2 is given, or within twenty (20) calendar days following the meeting under Step 2 of the grievance procedure, the grievance shall be deemed to have been settled and abandoned.

8.03

- a) Time limits fixed in the Grievance and Arbitration Procedures may be extended only by written, mutual consent of the parties. Should the Employer not respond within the time(s) fixed, such failure to respond shall be deemed to be a denial of the grievance. Should a grievance not be submitted within the various time limits specified in this Agreement, unless mutually extended, it shall be considered to have been settled or abandoned.
- b) Notwithstanding any other provision in this Article, should the Employer discharge, suspend or discipline a nurse, notification by the Employer to such nurse shall be made in the presence of a member of the

may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to Arbitration in accordance with Article 8.02 - Step 3. The notice shall contain the name of the first party's appointee to the Arbitration Board.

The recipient of the notice shall, within ten (10) calendar days, inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected, shall, within ten (10) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within the time limits, the appointment shall be made by the Minister of Labour for Ontario, upon request of either party.

- 8.10 The Arbitration Board shall hear and determine the difference or allegation, and shall issue a decision, and the decision is final and binding upon the parties, and upon any nurse affected by it.
- 8.11 The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.
- 8.12 Each party shall pay the costs and expenses of its appointees, and the costs and expenses of the Chairperson shall be borne equally by the parties.
- 8.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify, or add to any part of this Agreement.
- 8.14 No person may be appointed as an arbitrator who has been involved in the attempt to negotiate or settle the grievance.
- 8.15 No matter may be submitted to Arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.16 Where the parties agree, a single arbitrator (expedited Arbitration) may be substituted for a Board of Arbitration. The appointment of an expedited Arbitrator shall conform to the provisions of this Article.

iii) when in receipt of Workers' Compensation as a result of injury or illness incurred while in the employment of the Employer for a period over twenty-four (24) months and up to thirty (30) calendar months.

iv) when absent on account of accident or illness and not in receipt of illness allowance.

9.05 In the case of a vacancy, the Employer will post notice of such vacancy for seven (7) calendar days prior to filling the position in order that any interested nurse may apply. A copy of such notice shall be sent to the Local. If no qualified nurse applies, then the Employer may hire from outside, The name of the successful applicant shall be posted by the Employer.

9.06 The Employer will outline on the job posting the conditions and duration of temporary vacancies.

9.07 A nurse who is absent due to illness or leave of absence shall have the right to return to her former position.

9.08 In all cases of transfer or promotion, the following factors shall be considered:

- a) skill, ability, and experience;
- b) seniority;

Where factors in (a) are relatively equal, (b) shall govern.

9.09 a) Where there is a reduction in the workload resulting in a surplus of nurses, and the Employer intends to conduct a lay off, the Employer shall lay off nurses in the inverse order of seniority at the time of lay off.

b) Nurses shall be recalled in reverse order of lay off subject to their capabilities to perform the work for which they are recalled.

c) In the event of a proposed lay off of a permanent or long term nature, the Employer will:

i) provide the Local Association with thirty (30) days notice of such lay off;

ii) meet with the Association to review the reasons for and the method of lay off.

- 9.11 All seniority accumulated under this Agreement shall be retained and transferred with the nurse if she changes her statue from full-time to part-time or vice versa.

ARTICLE 10 - EVALUATION AND ADVERSE REPORTS

- 10.01 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction, provided that the nurse's record had been discipline free for such eighteen (18) months.

In the event that it is deemed necessary by the Employer to file a report of censure, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the Nurse involved.

- 10.02 After giving due notice, a nurse shall have access to her personnel file for the purpose of reviewing any evaluation or disciplinary notations contained therein.

- 10.03 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practice or other employment related matters is completed with respect to any nurse, it is understood and agreed that such nurse shall be given an opportunity to sign the document, indicate any area of disagreement and she shall also be provided with a copy of the document.

ARTICLE 11 - LEAVES OF ABSENCE

- 11.01 The Administrator may grant a request for leave of absence for personal reasons provided that he receives at least one (1) month's notice, in writing, unless impossible and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. The Administrator shall provide a response within fourteen (14) days of such request. Nurses when applying for such leave shall indicate the proposed date of departure and return. Such leave shall not be unreasonably withheld.

- 11.02 **Association Leave**

- a) Upon written request, leave of absence without pay shall be granted to nurses for Association business, in accordance with the following provisions. Permission for such leave shall not be unreasonably withheld.

11.04 Leave of absence without pay may be granted to a nurse who wishes to enroll in a post graduate course, certificate or degree course from a University or Community College or other institutions. Leaves of absence shall not be unreasonably withheld.

11.05 **Bereavement Leave**

- a) When a death occurs in the immediate family, the employee shall be paid at her regular rate for the time off necessary up to and including the day of the funeral to a maximum of three (3) days. Additional leave of absence without pay, will be granted in the event of the death of an employee's spouse or child.
- b) It is agreed that the immediate family shall mean the employee's spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-mother, step-father, step-brother, step-sister, step-children, legal guardian, grandparents and grandchildren, and common-law relationships as recorded with the Employer shall apply to all of the above as listed.
- c) Where an employee is unable, due to distance of travel, to attend the funeral of a member of her immediate family as defined in Article 11.05 (b) above, she shall be entitled to leave for mourning on the day of the funeral without loss of pay.
- d) A nurse will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving any other payments, for example: holiday pay, vacation pay or sick leave.
- e) Additional leave of absence without pay may be granted for travel.

11.06 **Maternity Leave**

Maternity leave with pay shall be granted subject to the following conditions:

- a) A nurse shall be entitled to seventeen (17) weeks paid leave provided she requests such leave two (2) weeks in advance of the expected date of commencing leave. The Employer shall pay the first two (2) weeks of leave at seventy-five percent (75%) of the current rate. The fifteen (15) week entitlement under U.I. shall be topped by the Employer so that

Registered Nurses' Association of Ontario to attend the regularly scheduled meetings.

11.09 Leave of Absence Rules

- i) Where any leave of absence without pay exceeds four (4) consecutive weeks:
 - a) The Employer shall pay its share of the Health and Welfare Benefits for the calendar month in which the leave commences and in the month immediately following;
 - b) If the leave of absence exceeds four (4) consecutive weeks, benefit coverage may be continued by the nurse, provided that she pays the total costs of the premiums to the Employer for each monthly period in excess of the four (4) consecutive weeks of the leave of absence.
- ii) Benefits will accrue from the date of return to employment following such leave of absence. No nurse will accumulate seniority, illness allowance or earned vacation nor will other benefits be paid or accrue while on leave of absence unless otherwise stated, but seniority established at the point of leave of absence will be reinstated on return to work.
- iii) In the case of leaves of absence in excess of twenty (20) consecutive regularly scheduled shifts or four (4) consecutive weeks in the calendar year, whichever is the shorter, the nurses increment date shall be adjusted by the length of leave of absence in excess of that period.
- iv) Nurses shall not be entitled to paid holidays with pay which fall during the period of leave of absence unless the nurse qualifies for the holiday in accordance with Article 12.02 (ii).

11.10 Jury and Subpoena Duty

If a nurse is required to serve as a juror in any court of law, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's duties at the Nursing Home, the nurse shall not lose regular pay because of such attendance.

- 12.05 In order to qualify for holiday pay, a nurse must work her full scheduled tour immediately preceding and immediately following the paid holiday.
- 12.06 When a nurse is absent from the preceding and/or following tours due to illness and verified by a medical doctor's certificate, the nurse will not be denied holiday pay.
- 12.07 During Christmas and New Year's, employees will be scheduled so that they will only be required to work:
- a), Christmas Eve Day, Christmas Day, and Boxing Day; or
 - b) Day before New Year's and New Year's Day.
- Each year, an employee's assignment to (a) or (b) will be alternated.

ARTICLE 13 - VACATIONS

- 13.01 For the purposes of calculating eligibility, the vacation year will be the period from July 1st to June 30th of the following year.
- 13.02 Employees who have less than six (6) months service will receive vacation pay in the amount of four percent (4%) of their total earnings accrued up to and including June 30th of any given year.
- 13.03 Employees who have less than one (1) year's service but more than six (6) months service as of June 30th of any given year, will be granted one (1) week vacation with pay at four percent (4%) of their total earnings to June 30th inclusive of all overtime.
- 13.04 Employees with more than one (1) year of service but less than four (4) years of service as of June 30th of any given year, will be granted three (3) weeks vacation with pay at six percent (6%) of their total earnings to June 30th inclusive of all overtime.
- 13.05 Employees with more than four (4) years of service but less than fifteen (15) years of service as of June 30th of any given year, will be granted four (4) weeks vacation with pay at eight percent (8%) of their total earnings to June 30th inclusive of all overtime.
- 13.06 Employees with more than fifteen (15) years of service as of June 30th of any given year, will be granted five (5) weeks vacation with pay at ten percent (10%) of

changed by the Employee if at least two (2) weeks written notice is given to the pay office.

- 13.15 Selection of vacations will be done by seniority until May 1st for vacations being taken up to November 1st in the vacation year, and until October 1st for vacations being taken from November 1st to May 31st of the following year.

ARTICLE 14 - ILLNESS

- 14.01 The Employer shall continue to provide the following insurance coverage for full-time employees subject to the terms of the contract with the insurer. Benefit will be effective upon the nurse's successful completion of their probationary period:
- a) Weekly Indemnity - Employer pays one hundred percent (100%) of the premium for a Weekly Indemnity Plan to provide benefits on a 1/4/17 basis at sixty-six and two-thirds percent (66 2/3%) of normal earnings. The Employer shall be entitled to the full U.I.C. premium rebate.
 - b) A nurse qualifying for the Weekly Indemnity benefit will be granted six (6) sick leave credits per calendar year to be utilized in conjunction with the Weekly Indemnity Plan when benefit coverage is not effective until the fourth (4th) day of illness. Such credits shall be non-cumulative.

ARTICLE 15 - HOURS OF WORK

- 15.01 The normal tour is not a guarantee of hours of work per day.
- The normal tour shall be composed of seven and one-half (7 1/2) hours, exclusive of meal time.
- 15.02 A meal break of one-half (1/2) hour unpaid time shall be scheduled during a nurse's normal tour. Should the nurse be recalled to duty during a meal break or is unable to take her normal meal break, additional time shall be provided later in the tour or the nurse shall be paid overtime rates in accordance with the Collective Agreement.
- 15.03 A rest period of fifteen (15) minutes will be granted during each one-half (1/2) normal tour.
- 15.04 a) The regular schedule shall provide a weekend off every second week.

hours in each two (2) week period, shall be compensated at the rate of time and one-half (1 1/2) times the nurse's regular hourly rate, provided that all such overtime is authorized by the Employer. Authorization shall not be unreasonably withheld. In the event of an emergency, authorization is not required.

- 15.06 If a nurse is scheduled to work more than seven (7) consecutive days, she shall be paid at the premium rate of time and one-half (1 1/2) her regular straight time rate for the eighth (8th) and each successive day scheduled until a day off is scheduled save and except when a nurse requests that she work more than seven (7) consecutive days.
- 15.07 Full-time nurses called into work on their scheduled day off, where a mutually agreeable alternate day off is not scheduled, shall be paid overtime rate for hours required to be on duty, provided that such nurse is normally required to work seventy-five (75) hours in a bi-weekly pay period.
- 15.08 Part-time nurses will be paid overtime for hours worked in excess of seven and one-half (7 1/2) hours per shift. A part-time nurse who is called into work on a scheduled day off will qualify for overtime only if she works in excess of seventy-five (75) hours in the bi-weekly pay period.
- 15.09 Nurses required to work more than two (2) hours beyond their scheduled tour shall be provided with a meal.
- 15.10
- a) A nurse who is called in shall receive a minimum of four (4) hours pay.
 - b) When a nurse is called in with less than two (2) hours notice before the beginning of a tour, the nurse shall be paid her full tour provided that she arrives for work within one (1) hour of the commencement of the tour.
- 15.11 If a nurse reports for work at the regular scheduled time, and no work is available, such nurse will be paid a minimum of four (4) hours pay at her regular rate, provided the nurse has not been previously notified not to report either orally or by message left at her residence.

This Article does not apply to nurses returning to work without notice after an unscheduled absence.

on the next regularly scheduled pay date.

- 16.06 It shall be the responsibility of the nurse to keep the Employer informed of her current address, in case it is necessary to notify any nurse of matters under this Agreement. Notice may be given personally or by prepaid registered post, addressed to the nurse, at her last address shown on the seniority list on the payroll of the Employer or by telegram, and such notice shall be deemed to have been given when delivered to the telegraph or postal authorities.
- 16.07 The Employer will keep the Local Association advised, in writing, of changes in rules which affect nurses covered by this Collective Agreement, prior to implementation.
- 16.08 Where a medical examination is required to comply with the statute, a nurse may choose her personal physician. Where the Employer has just cause to believe that a second opinion is warranted, the nurse may be required to seek the opinion of a physician designated by the Employer.

ARTICLE 17 - BENEFITS

- 17.01 The Employer shall continue to provide the following insurance coverage for full-time employees subject to the terms of the contract with the insurer:
- a) Dental Plan #9 - 50% Employer paid and 50% employee paid with updating of the O.D.A. Schedule of Fees annually.
 - b) The Employer agrees to maintain their shared cost of all Health and Welfare Benefits for sick leave and maternity leave for the first four (4) months.
- 17.02 The Employer shall pay the full cost of a group life insurance plan for all full-time nurses. The plan will include the following benefit provisions:
- a) Coverage equal to twice (2x) her annual rate of earnings rounded to the nearest five hundred dollars (\$500.00).
 - b) Accidental death and dismemberment in the same amount as the life insurance.
- 17.03 The Employer shall continue to provide, subject to the terms the terms of the contract with the insurer, a Major Medical \$10/\$20 deductible plan which includes semi private hospitalization coverage. Effective July

the Employer, and one (1) chosen from a panel of four (4) independent Registered Nurses who are well respected within the profession. The member of the committee chosen from the panel of independent Registered Nurses shall act as Chairperson.

iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment, and shall be empowered to investigate as is necessary to properly assess the merits of the complaint and make what findings are appropriate under the circumstances, The Assessment Committee shall report its findings, in writing, to the parties within twenty-one (21) calendar days following completion of its hearing.

(b) i) The list of Assessment Committee Chairpersons is attached as Schedule "B" and forms part of this Agreement.

The members of the panel shall sit in rotation as agreed by the parties. If a panel member is unable to sit within the time limit stipulated, the panel member next scheduled to sit will be appointed by the parties.

ii) Each party will bear the cost of its own nominee and will share equally the fee of the chairperson, and whatever other expenses are included by the Assessment Committee, in the performance of its responsibilities as set out herein.

ARTICLE 19 - ORIENTATION AND IN-SERVICE

19.01 An orientation program as required with pay, will be provided for all newly employed nurses.

19.02 The Employer will endeavour to arrange in-service meetings during working hours on subject pertaining to an employee's duties and responsibilities. If the Employer is not able to schedule in-service meetings during an employee's working hours, each employee shall be given an allowance of five dollars (\$5.00) per in-service attendance.

21.04 **Shift Premium**

Where the majority of hours worked by an employee occur between 1500 hours and 0700 hours the following day, the employee shall receive forty-five cents (\$.45) per hour for all hours worked on her shift.

21.05 **Responsibility Pay**

A nurse who is designated to temporarily relieve the Director of Nursing, and who accepts such assignment, shall be paid ten dollars (\$10.00) for each shift so worked in addition to her regular rate of pay. A nurse designated to be in charge shall receive forty cents (\$.40) per hour in addition to her regular salary and applicable premium allowance.

21.06 An annual increment shall be paid on each nurse's anniversary date of employment and after each fifteen hundred (1500) hours paid in the case of part-time nurses.

21.07 **Uniform Allowance**

The Employer agrees to provide, effective on the successful completion of probation, of all full-time employees with a uniform allowance of eight dollars (\$8.00) per month, and all part-time employees with a uniform allowance of four dollars (\$4.00) per month. Payment will be made by separate cheque on the first pay period of December of each year or upon termination.

21.08 **Pay Days**

The Employer agrees that employees will be paid every two (2) weeks. Employees will be paid during working hours.

APPENDIX "B"**ASSESSMENT COMMITTEE CHAIRPERSONS**

The parties agree that the roster of Article 18 of the Collective Agreement shall consist of the following:

1. Ms. M. Elizabeth Ada
Consultant/Instructional Technology
Curriculum & Program Development
Algonquin College of Applied Arts & Technology
1644 Bank Street
OTTAWA, Ontario
K1V 7Y6

2. Ms. Pat Morden
210 Goodram Drive
BURLINGTON, Ontario

3. Ms. D. Wylie
65 Scadding Avenue
Apt. #304
TORONTO, Ontario
M5A 4L1

4. Ms. M. L. Peart
Director of Nursing
St. Joseph's Hospital
50 Charlton Avenue, West
HAMILTON, Ontario
L8N 1Y4

SIGNING PAGE

DATED AT PETERBOROUGH, ONTARIO, THIS 22 DAY OF September, 1992.

FOR THE EMPLOYER:

Patricia A. Powers
Michael S. [unclear]
Barbara Payne
Lauraine [unclear]

FOR THE ASSOCIATION:

John Vance Rep. N.
Employment Relations Officer
Shelley [unclear] Rep. N.
Maria Colburn Rep. N.