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Please post in a conspicuous place accessible to workers

**NEW ZEALAND SCHOOL BUS
DRIVERS—COLLECTIVE AGREEMENT
(VOLUNTARY)**

Dated 14/10/82

Note: See Clause 9 herein for the date on which rates of wages come into force.

10850

Form 6

Under the Industrial Relations Act 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the New Zealand School Bus Drivers dispute of interest between the New Zealand Road Transport and Motor and Horse Drivers and their Assistants Industrial Association of Workers and the New Zealand Motor Omnibus and Service Coach Proprietors' Industrial Union of Employers.

The Arbitration Court, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Court pursuant to the provisions of section 65 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the form of submission or notification attached hereto and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and

2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Arbitration Court has hereto been affixed and a Judge of the Court has hereunto set his hand, this 14th day of October 1982.

(L.S.)

N. P. Williamson, Judge.

Form 5

Under the Industrial Relations Act 1973

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973; and in the matter of the New Zealand School Bus Drivers' dispute of interest between the New Zealand Road Transport and Motor and Horse Drivers' and Their Assistants' Industrial Association of Workers and the New Zealand Motor Omnibus and Service Coach Proprietors' Industrial Union of Employers.

To the Registrar of the Arbitration Court:

We hereby submit to you a signed copy of the terms of the voluntary settlement of the above-mentioned dispute of interest arrived at by the parties pursuant to Section 65 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a collective agreement.

Dated at Wellington this 30th day of April 1982.

For and on behalf of the New Zealand Road Transport and Motor and Horse Drivers' and Their Assistants' Industrial Association of Workers:

G. M. Cafferle.

For and on behalf of the New Zealand Motor Omnibus and Service Coach Proprietors' Industrial Union of Employers:

W. Simpson.

NEW ZEALAND SCHOOL BUS DRIVERS' AGREEMENT

This agreement sets out the terms of employment and remuneration of part-time school bus drivers in accordance with the provisions of Clause 17 of the New Zealand (except Auckland 40 kilometre radius) Passenger Transport Drivers Award.

1. The wages of such part-time drivers shall be paid at the rate of 20 per cent in excess of the minimum rate payable in the Award then current, to a worker with less than 12 months current continuous service with the same employer, together with the Industry Allowance, any General Wage Order and the proportionate holiday pay in accordance with the Holidays Act 1981, all pro rata to the number of hours worked including any maintenance work performed. The method of calculation shall be:

Minimum Award Rate	\$190.71
20% loading	38.14
Industry Allowance	14.50
Sub Total	\$243.35
6% Holiday Pay Calculation	14.60
	<u>\$257.95</u>

Expressed as an hourly rate this is \$6.45.

2. All such drivers shall be paid for a minimum of one hour each half day worked.

3. This agreement shall be confined to the employment of part-time drivers engaged in the conveyance of school children to and from school Monday to Friday inclusive.

4. This agreement shall apply only to the prescribed school year as provided in the Education (Terms and Holidays) Regulations 1977.

5. It is agreed that work performed by the contractor outside the specified times in Clause 3 above shall be offered in the first instance to his permanent drivers and in the second instance to his part-time drivers and shall be paid for at the appropriate Award rates and conditions.

6. The parties to the agreement will take all possible steps to ensure full compliance with its terms and should contractor fail to comply with the above conditions, he shall forfeit the right to operate in the terms of this agreement.

7. Employers bound by this agreement shall notify the Union of the names of all part-time drivers employed by him within one month of commencement of the school year, or at such time as it is mutually agreeable to the Union and the local branch of the New Zealand School Transport Contractors Association Inc.

8. An employer shall, by arrangement with the Union, deduct Union subscriptions from wages, which shall be remitted to the Union on a mutually arranged basis.

9. This Agreement shall be deemed to have come into force on the 22nd day of December 1981 and shall continue in force until the 21st day of December 1982.

In witness whereof the duly authorised representatives of the parties have affixed their signatures at Wellington on the 30th day of April 1982.

For and on behalf of the New Zealand Road Transport and Motor and Horse Drivers' and Their Assistants' Industrial Association of Workers:

G. M. Caffer

For and on behalf of the New Zealand Motor Omnibus and Service Coach Proprietors' Industrial Union of Employers:

W. Simpson.

MEMORANDUM

This collective agreement incorporates the terms of voluntary settlement arrived at by the parties and forwarded to the Court for registration pursuant to section 65 of the Industrial Relation Act 1973.

Having regard to prevailing circumstances the Court has, pursuant to section 92(2) of the Industrial Relations Act 1973, consented to the specified period for which this collective agreement is to continue in force being less than one year from the date of registration.

The attention of the parties is directed to the State Services Conditions of Employment Order 1981 regarding school bus drivers employed by Education Boards.

The Court has registered the instrument after being satisfied that a complete settlement was arrived at by the parties before the commencement of the Wage Freeze Regulations 1982.

(L.S.)

N. P. Williamson, Judge.