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

Dated 3/2/87

NOTE: See clause 10 herein for the date on which rates of wages come into force.

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; Shop Employees and Northern Industrial District and Hawkes Bay, Canterbury and Westland Stores Workers 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 Third day of February 1987.

(L.S.)

D. S. CASTLE
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 Road Transport and Contracting Division of the New Zealand Road Transport, Shop Employees and Northern Industrial District and Hawkes Bay, Canterbury and Westland Stores Workers 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 18th day of December 1986.

For and on behalf of the Road Transport and Contracting Division of the New Zealand Road Transport, Shop Employees and Northern Industrial District and Hawkes Bay, Canterbury and Westland Stores Workers Industrial Association of Workers:

P. F. Kimble,
Acting General Secretary

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

W.A. Simpson,
Secretary

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 percent 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	\$260.93
20% Loading	52.19
Industry Allowance	25.50
Sub Total	\$338.62
6% Holiday pay calculation	20.32
	<u>\$358.94</u>

Expressed as an hourly rate this is \$8.97.

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 1984.

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 a 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. UNION MEMBERSHIP

If any adult person (other than a person who holds a certificate of exemption from union membership issued under section 112o of the Industrial Relations Act 1973) who is not a member of a union of workers bound by this

agreement is engaged or employed by any employer bound by this agreement, in any position or employment that is subject to the agreement, the person shall become a member of the union within 14 days after that person's engagement or, as the case may require, after this clause comes into force, and shall remain a member of the union so long as that person continues in the position or employment.

(EXPLANATORY NOTE IN RELATION TO EXPIRY OF UNION MEMBERSHIP CLAUSE: This clause will expire in respect of the Blenheim Road Transport and Motor and Horse Drivers' and their Assistants' Industrial Union of Workers and the Nelson Road Transport and Motor and Horse Drivers' and their Assistants' Industrial Union of Workers on 2 July 1989; in respect of the Wellington and Wanganui Road Transport and Related Industries Motor and Horse Drivers' and their Assistants' Industrial Union of Workers on 3 July 1989; in respect of the Hawkes Bay Road Transport and Motor and Horse Drivers and their Assistants' Industrial Union of Workers on 20 August 1989; in respect of the Otago Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers on 3 September 1989; in respect of the Taranaki Road Transport and Motor and Horse Drivers and their Assistants' Industrial Union of Workers on 16 September 1989; in respect of the Southland Road Transport and Motor and Horse Drivers' and their Assistants' Industrial Union of Workers on 25 September 1989; in respect of the Northern Road Transport and Motor and Horse Drivers' and their Assistants' Industrial Union of Workers on 20 October 1989; and in respect of the Canterbury and Westland Drivers and their Assistants Industrial Union of Workers on 21 October 1989, unless it is extended pursuant to section 101A of the Industrial Relations Act 1973.)

10. This Agreement shall be deemed to have come into force on the first day of the pay week commencing on or after the 25th day of December 1986 and shall continue in force until the 10th day of December 1987.

In witness whereof the duly authorised representatives of the parties have affixed their signatures at Wellington the 18th day of December 1986.

For and on behalf of the Road Transport and Contracting Division of the New Zealand Road Transport, Shop Employees and Northern Industrial District and Hawkes Bay, Canterbury and Westland Stores Workers Industrial Association of Workers

P.F. KIMBLE, Acting General Secretary.

For and on behalf of the N.Z. Motor Omnibus and Service Coach Proprietors Industrial Union of Employers

W.A. SIMPSON, Secretary.

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 Relations Act 1973.

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

(L.S.)

D. S. CASTLE
JUDGE