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**NEW ZEALAND FARMERS TRADING  
COMPANY LIMITED COMMISSION  
SALESPERSONS — COLLECTIVE  
AGREEMENT (VOLUNTARY)**

Dated 17/12/82

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Note: See clause 5 herein for the date on which rates of wages come into force.

11680

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 Farmers Trading Company Limited Commission Salespersons Dispute of Interest between New Zealand Farmers Trading Company Limited and the New Zealand Shop Employees Industrial Association of Workers.

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 17th day of December 1982.

(L.S.)

J. R. P. Horn, Chief Judge.

Sections 65 & 66

Form 5

Regulation 9 (4)

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 Farmers Trading Company Limited Commission Salesperson dispute of interest between the New Zealand Shop Employees Association and Farmers Trading Company Limited.

To the Registrar of the Arbitration Court.

We hereby submit to you a signed copy of the terms of voluntary settlement of the abovementioned 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 16th day of August 1982.

Signatures of Parties:

R. J. Campbell for and on behalf of the New Zealand Shop Employees Industrial Association of Workers.

J. Hopley for and on behalf of Farmers Trading Company Limited.

1. This Agreement applies between the New Zealand Shop Employees Industrial Association of Workers and Farmers Trading Company Limited and is to set a method of commission payment as outlined in the following clauses. This Agreement, apart from the specified rights and conditions herein, superimposes on the New Zealand Retail (Non Food) Employees' Award in force from time to time.

2. This method of payment will be applied to senior sales people employed by the Farmers Trading Company Limited, in appliances, furniture and flooring departments as applying in the stores named below:

Ashburton  
 Bishopdale  
 Blenheim  
 Church Corner  
 Colombo Street  
 Dunedin  
 Nelson  
 Worcester Street  
 New Brighton  
 Northlands  
 Oamaru  
 Riccarton Mall  
 Richmond  
 Sydenham  
 Timaru.

3. The senior salespeople concerned will receive commission on all items within the following Farmers Trading Company's classifications:

Furniture 14113 Bedroom/Economy  
 14137 Occasional  
 11116 Lounge  
 13114 Mattresses/Divans  
 14144 Tubular Dining  
 14168 Hobson Furniture  
 11257 Discovery  
 15112 }  
 15129 } Flooring  
 15215 }  
 12153 Soft Furnishings  
 Home Appliance 91112 Radio, tape-decks, stereos  
 91215 Television  
 93316 Electrical, Stoves, Mixers  
 94418 Refrigerators, Washers

and also items assigned to them for special selling by the Branch Manager on either a temporary or a permanent basis. It is understood that these additional items would generally retail at not less than \$200 and that they may or may not be relocated within the Branch store for the purpose of assigning the sale of them to commission salespersons. For the period 1 August 1982 to 31 March 1984 all branch managers will assign to commission salespersons the sales of solid fuel heaters (64118) and motor mowers (65117) in the Stores listed in Clause 2.

The method will be continued as long as the following conditions are fulfilled:

- (1) That the store employs 25 members of staff or more, excluding the manager.
- (2) That the sales people concerned complete all trade-in valuations required and the documentation required to the point of authorised reception by the Farmers Trading Company Limited.
- (3) That the sales people concerned place all individual suppliers orders necessary for individual sales and complete the required documentation and follow-up.

- (4) That the sales people concerned assist the customer regarding all hire purchase agreements, giving and obtaining all information legally required to the point of referral to credit departments for formal documentation and credit authorisation.

In the event of any of the stores listed above being reorganised in such a way that these conditions would no longer be met, the union will be given four weeks notice prior to any change being implemented.

The intention of these proposals is that persons currently in receipt of commission payments should continue on commission payments.

4. The remuneration to sales people will be in two parts:

- (i) Payment of the New Zealand Retail (Non-Food) Award rate at the appropriate classification;
- (ii) Payment of commission on completed and charged out sales calculated each calendar month and paid within ten working days.

#### **Base Quota**

5. The base quota is the amount of sales that a sales person must make per month before the payment of commission begins.

Furniture, appliances, flooring and other assigned items: \$7500.00

Soft Furnishings: \$6000.00

These amounts will form the base quota for the period 1st August 1982 to 31 March 1984. From then on the base quota will be adjusted in accordance with the formula described in clause 6.

#### **Annual Adjustment of Amounts**

6. From 31st March 1984 all monetary amounts referred to in this agreement will be adjusted for the coming year by increasing the amount pro rata to the consumer price index household operation group for the year ending 31st March. This formula shall be reviewed on 31st March 1985 and, subsequently, on the request of either party. This method shall be reviewed no later than 31st March 1989 even if not requested by either party.

7. Commission will be payable on sales of items which exceed \$40 retail price. From 1st August 1982 to 31st March 1984 commission will not be paid on any item less than \$40, even if accumulated into a larger order, unless it is added onto at least one other item of not less than \$100 retail in the same sale. This commission will be paid only to the salesperson making the whole sale, which must be in excess of his/her base quota. From 31st March 1984 the amount of \$40 for the purpose of this paragraph will be adjusted in accordance with clause 6.

#### **Commission Percentage**

8. Commission will be payable within the restrictions listed on the following scale.

\$7,500	Nil
Next \$5,000	1%
Next \$12,500	1½%
Thereafter	2%

The percentages shown will not be adjusted but the monetary amounts will be adjusted annually in accordance with clause 6.

9. No commission will apply to sales:

- (a) Where SP discount has been given;
- (b) Where trade-in has not been cleared within four working days;

(c) Where the salesperson has failed to comply with company policy or to correctly complete all documentation required.

10. Commission at half full retail value will apply:

(a) To any sales of colour television and video.

(b) To any sale of which the net amount to all customers is less than full retail price including no charge for terms, staff discount and markdown.

(c) To sales of new products until the General Manager, merchandise, has confirmed which commission rate is applicable.

(d) To sales of goods at less than the full retail price to any individual customer for reasons such as damage or insurance claims or discount for cash unless the docket has been signed by the branch manager.

11. Deductions from sales will be made in the case of:

(a) Recognised over-valuation of trade-ins.

(b) Goods returned for credit within three calendar months of date of sale.

12. Queries regarding the accuracy of docket completion, especially where more than one salesperson has been concerned, must be dealt with promptly. Should more than seven days elapse before the salespeople concerned have solved the query, no commission will be paid on the sale concerned.

#### Holidays and Absence

13. (a) Annual holidays will be paid as legally required.

(b) Other paid leave will be paid at the appropriate award rate.

(c) Adjustment of the base quota will be made for absences of four days or more by adjusting sales achieved on a pro rata basis with the possible selling days for the month concerned.

Signed for and on behalf of the New Zealand Shop Employees Industrial Association of Workers.

R. Campbell, Secretary.

Signed for and on behalf of the Farmers Trading Company Limited.

J. Hopley, Executive Manager Personnel.

Dated this 16th day of August 1982.

#### 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.

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 Court in registering this instrument has had regard to the Wage Freeze Regulations 1982 (SR 1982/141 and SR 1982/194).

This is a new agreement citing the parties hereto. The Document Number was previously allocated to the Huntly Coal Project Catering Staff Collective Agreement (Voluntary) dated 19 November 1975 which was cancelled on 27 May 1982 (1982 BA p 7351).

(L.S.)

J. R. P. Horn, Chief Judge.