**PAY PLAN ADDENDUM**

**TEMPORARY MINIMUM GUARANTEED EARNINGS**

**Name:** \_\_\_\_\_\_\_\_(“Associate”)\_\_\_\_\_\_\_\_ **Reports to:**     \_\_\_\_\_\_\_\_\_\_\_\_

**Dealership\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Effective from:** \_\_\_\_\_\_\_**to: \_\_\_\_\_\_\_** (Maximum of eight weeks [56 days])

This Pay Plan Addendum (“Addendum”) is incorporated into and made a part of the current pay plan for the above-named Associate and only applies for the dates that appear above. This Addendum shall have no legal effect either before or after the dates set forth above and is temporary only for the dates listed.

Other than with respect to the specific terms set forth below, this Addendum shall not change or modify any terms, language or conditions of the pay plan to which this Addendum applies, nor shall it in any way change or modify the at will employment of the Associate or the binding arbitration agreement. The modification to the pay plan is as follows:

## MINIMUM GUARANTEED EARNINGS:

The Associate shall be paid the greater of his/her normal earnings as set forth in the current pay plan applicable to Associate or the Minimum Guaranteed Earnings set forth in this Addendum solely for the effective dates of this Addendum as set forth herein above. This shall be accomplished by calculating the normal earnings and if the normal earnings are less than the Minimum Guaranteed Earnings, Associate shall receive additional compensation up to the amount of the Minimum Guaranteed Earnings in addition to the normal earnings. Entitlement to the Minimum Guaranteed Earnings is conditioned upon the following eligibility requirements:

1. Associate may not work any overtime hours (any hours over eight in a day or over forty hours in a week) during the effective dates of this Addendum.
2. Associate must work all scheduled shifts during the effective dates of the Addendum, or, if not scheduled, Associate must be available to report to work at the dealership upon 12-hour notice to the Associate.
3. Associate may not perform work of any sort while away from the dealership (*i.e.,* no telework or home-based work) unless specifically instructed to do so in writing by the General Manager.

Minimum Guaranteed Earnings for the effective dates of this Addendum shall be $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per week, for a total Minimum Guaranteed Earnings for the eight-week period of $\_\_\_\_\_\_\_\_\_\_\_\_\_.

This Addendum is temporary and will only remain in effect during the effective dates set forth herein above.

**Agreed to**:

Associate Signature Date

Company Representative Signature Date