

## Compensation Plan

**Name:**

**Job Title: Service Advisor**

**Job Profile: JC-1035 Service Advisor\_7i\_Comm**

**Exemption Status: Section 7(i) Exemption – One-year representative period.** Exempt from overtime. More than half employee's total earnings in a representative period must consist of commissions. Total compensation must be at least one and one-half times the minimum wage for all hours worked in weeks in which more than 40 hours are worked. *You are required by Federal and State law and by this dealership to keep an accurate record of all hours you work each day. Failure to comply with this requirement can result in disciplinary action up to and including termination.*

**Dealership: Rick Hendrick CDJR**

**Department: Service Department**

**Reports to: Service Manager**

**Effective Date: TBD**

*Payroll is processed bi-weekly. Checks are issued every other Friday. Commission/Bonus paid as soon as practicable in the following month.*

### Commission

**Bi-weekly Commission:**

6.0% of Customer Pay sales from individual advisor total from 3611 report.

6.0% of Warranty & Internal sales from individual advisor totals from 3611 report.

ELR from 3611 must be above \$95.00 for customer pay otherwise commission % drops to 5.5%

ELR from 3611 above \$105.00 for customer pay = 6.2%

ELR must exclude MVP & Autoguard OCP & VSC contract sales.

**Month end Commission:**

**CSI:**

1.0% of total sales from individual advisor total from 3611 report for calendar month if individual CEI score is above district.

0.5% of total sales from individual advisor total from 3611 report for calendar month if individual CEI score is above 95%.

**Vacation, Training, Holiday and Sick Day Pay:**

**Vacation, Holiday, Training and sick days pay will be average day pay from preceding calendar year, time eligible days.**

**Holiday are list in your in employee handbook guidelines.**

**Maximum of five sick days per year.**

**Closed Repair Orders Defined:** No commission will be earned on any Repair Order until the Repair Order is 'closed.' A Repair Order is not 'closed' until the Dealership has been paid in full on the transaction and all related paperwork is properly completed and approved. To be a Closed Repair Order, the vehicle must have been delivered to the customer, and must not involve any reductions in price or returns by the customer. In short, a Repair Order is not a Closed Repair Order until all paperwork is completed, the repair is fully paid for, or is approved for payment by the manufacturer or warranty provider and there is no chargeback or comeback on the Repair Order.

**Earned Commissions Defined:** An Employee must be an employee of the Company at the time the Repair Order becomes a Closed Repair Order for the Commissions on any Repair Order to be "Earned," regardless of the work done or the fact that he/she was employed when the Repair Order was written or the repair work completed. In simple terms, the Employee must be employed at the dealership at the time the Repair Order becomes a Closed Repair Order. Until that time, no commission has been earned by the Employee.

**We are an Equal Opportunity Employer**

The service consultant agrees that earned commissions and bonuses may be adjusted at any time, (1) to correct any error in the calculating, whether that error is the result of miscalculations by Dealership, the Service Manager, Any service consultant or any other person, (2) if any closed repair order is subsequently determined not to have been a closed repair order as defined below; (3) if a closed repair order is rescinded, reversed, or otherwise reimbursed to the customer or t the warranty provider for any reason, including a factory audit or warranty work completed. Any such adjustment that results in a decreased earned commissions will be treated as an advance, subject to recoupment. Any such adjustment that results in an increased earned commission will be paid at the next payment date.

This Agreement supersedes any previous agreements and will remain in effect until a new written agreement has been signed or the employee terminates his/her employment. Employer reserves the right to amend or terminate this compensation plan at any time with reasonable notice to the employee. Any amendment must be in writing and signed by the General Manager. If it becomes necessary for the Employer to amend this plan or it is terminated, commissions will be paid at the next scheduled payroll disbursement based on earned commissions as described in this Agreement, at the date of the amendment or termination of this plan.

The dealership is an “at-will” employer, meaning that your employment has no specific term and that the employment relationship may be terminated at any time at the will of either party on notice to the other. Nothing contained in this commission plan should be understood to alter the nature of the at-will employment relationship, or create a contract of employment for a specific term.

In the event you have questions pertaining to your compensation plan, you are encouraged to discuss them with your manager. If you believe that an improper deduction from your pay has been made you should report the discrepancy to your manager. The reason for the deduction will be thoroughly investigated and if it is determined that an error was made, you will be reimbursed.

**By signing below the employee confirms receipt of this Compensation Plan, confirms that s/he has read the agreement, fully understands its terms, and signs it voluntarily and without coercion. A copy of this document will be placed in the employee’s personnel file.**

<b>Employee Signature:</b>	<b>Date:</b>
<b>Manager Signature:</b>	<b>Date:</b>
<b>GM Signature:</b>	<b>Date:</b>