Masters Golf Corp. readies to expand northward

Florida firm adds Orlando facility, bringing portfolio to 8

By PETER BLAIS

ORLANDO, Fla. — Masters Golf Corp. plans to venture out of Florida this year as it attempts to become a major East Coast golf management company, according to President Tary Kettle.

Masters was formed in 1992 with a single management contract. Masters has grown into a full-service, turnkey company with management contracts at eight Florida courses. Six belong to the Raymond Floyd Group.

Kettle and Floyd first met while Kettle was in the investment banking industry. He helped Floyd find and buy a course. The relationship continued when Kettle opted to open his own management firm a short time later.

Masters’ Floyd properties include Oak Hills Golf Club in Spring Hill, Rotonda Golf & Country Club (G&CC), and a developer during the planning and construction phases for an as-yet-unnamed course. The Gary Roger Dye-designed course is scheduled to open this fall.

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Avoiding employee suits a matter of attending to details

By NANCY SMITH

Lawsuits by disgruntled employees can be more than just an Excedrin headache for club managers. They can also be money pits for judgments and attorneys' fees.

Insurance can protect against lawsuits for personal injuries. But it generally doesn't protect against claims by fired workers.

Recent court rulings have endorsed methods some companies have used to protect themselves from wrongful termination claims. They have shown that attention to detail in employee agreements can prevail against suits.

In Haggard v. Kimberly Quality Care, Inc., the California Court of Appeal ruled in favor of an employer who carefully worded both an employment agreement and employee handbook. When stated clearly the relationship could be terminated by the employee or employer at either’s “will,” the court found no implied agreement the employee would keep her job as long as she performed properly.

Many states consider employment to be “at-will,” at the pleasure of either the period of the day for clubs, and is usually not in conflict with other networking events. Initially, this concept became popular when the “Power Breakfast” was the rage in the business world.

Breakfast occurs at a time of the day that can be effectively used for networking. Networking is one of the underlying reasons why a member joins a club. More importantly, networking opportunities provide members with a rationale for maintaining their membership. This program provides the club with a method to meet the networking needs of its members, and exists to increase member usage and involvement in the club, to add to the number of guests your members are bringing to the club, or simply to enhance your club’s image in the community, you may want to consider developing a program called the "Breakfast Speaker Series."

This program is a regularly scheduled, monthly series of notable speakers and presentations, addressing a group of members, invited guests, and other individuals from the community. Breakfast is chosen because it is typically a non-active place of events.

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employer or the employee. No employer can fire a worker for discriminatory reasons, such as for being an ethnic minority. However, an employee can be fired for no reason whatsoever, under "at-will" law.

An exception to "at-will" law exists in a contract implied from circumstances of employment. For example, an employee may assert an implied agreement he or she would only be fired for "good cause" if there was continuous employment over the years with regular favorable performance reviews and corresponding raises. Under those circumstances, it was reasonable to assume as long as the job continued and performance was satisfactory, employment would continue.

Evidence of such an implied agreement can sometimes be found in employee handbooks, where policies for progressive discipline are outlined. An employee may argue that progressive discipline is a promise no firing would occur unless there was cause for such disciplinary process. This "implied contract" loophole, however, was closed in the Haggard case by a carefully worded employment agreement and employee handbook.

Cynthia Haggard was promoted to branch manager of Kimberly Quality Care, Inc. in 1988. When promoted, she signed an employment and confidentiality agreement. Although Haggard claimed she signed the agreement only because she felt she would lose her job if she did not, she nonetheless read and understood the agreement before signing it.

The agreement included an explanation of the "at-will" nature of the job. It stated: "Either employee or the company can terminate the employment relationship at will, at any time, with or without cause or advance notice."

Haggard promptly revised her employee handbook. The book stated it was "not intended to give rise to contractual rights or obligations and was not to be construed as a guarantee of employment for any specific period of time or any specific type of work." It also stated: "You are an 'at-will' associate, meaning that your employment is for no definite period of time and may be terminated for any reason by KQC at any time for any reason."

In 1992 Haggard was fired. Haggard claimed an implied contract promise she would not be terminated except for good cause that was based on her lengthy employment, commendations, promotions, raises, annual performance ratings and the company's personnel practices and policies. The jury believed Haggard and returned a $250,000 verdict in her favor. However, the Court of Appeal overturned the verdict. The court found that evidence of the practices of the company and the favorable performance reviews should never have made it to a jury. The clearly worded agreements, the court ruled, were conclusive evidence employment was "at-will" and the claim for implied contract without merit.

In a similar decision, a federal appeals court recently ruled an employee could not sue a former employer for giving a poor referral to a prospective employer. Generally, former employers are liable for damages if they report defamatory information about a former employee. For this reason, many employers stick to "name, rank and serial number" reports on former employees.

In the case of Cox v. Nasche, however, the court found there could be no lawsuit for defamation if the former employee signed a document releasing the former employee of liability. Stephen Cox had been employed by FlightSafety International Inc. in Alaska. While there, Cox worked under a supervisor named John Nasche. The two did not get along and Cox began looking for another job.

Cox applied to the Federal Aviation Administration. As a condition of application, FAA required Cox to sign a release agreement so FAA could obtain information from former employers. On achievement, performance, attendance, personal history and discipline.

When the FAA called Nasche, he gave an unfavorable evaluation of Cox. Cox did not get the FAA job and filed suit against Nasche and FlightSafety for defamation. The court said the release applied to the former employer and barred the lawsuit. The agreement stated: "Release any individual... from all liability for damages that may result to me on account of compliance or any attempt to comply with this authorization" to release employment information.

Because the matter arose in Alaska, the court applied state's law, holding that under Alaska law the agreement gave an absolute privilege to the former employer. The court found the "weight of authority from other states" would also uphold the agreement as an absolute privilege.

These cases demonstrate that clear and concise written agreements setting forth the intent of the parties are often worth much more than the proverbial paper they are written on.

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