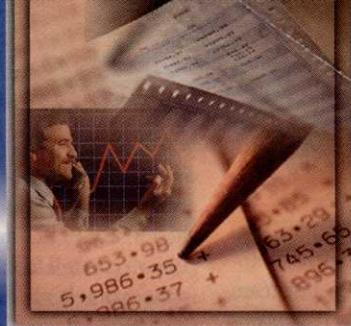


# MANAGEMENT



## BRIEFS

### INVESTORS COMPLETE NGP, AGC ACQUISITION

NEW YORK — The investment group led by Goldman Sachs and Starwood Capital Group completed its nearly \$1 billion acquisition of National Golf Properties (NGP) and American Golf Corp. (AGC) last month. Holders of outstanding shares of NGP received \$12 per share. The total compensation paid to shareholders was \$160 million, with the remainder of the purchase price going to assumption of the two companies' debt. The new owners plan to complete the merger of the two Santa Monica, Calif.-based companies into a privately held entity. As such, NGP shares are no longer trading.

### TROON ANNOUNCES TEAM TROON INITIATIVES

SCOTTSDALE, Ariz. — Troon Golf has created a company-wide initiative to attract and retain group golf business. This initiative, called Team Troon, includes a nationwide referral program designed to reward sales managers who keep business at Troon facilities. Troon will also team with its resort partners to offer special incentives for travel golf groups.

### PALMER NAMES THREE GMS

ORLANDO, Fla. — Arnold Palmer Golf Management recently named new general managers at three of its managed courses. Chip Hierlihy will take over at Crofton, Md.-based Walden Golf Club, Donald Zauner at Hackettstown, N.J.-based Minebrook Golf Club, and Justin Lauer at Fenton, Mich.-based The Preserve Golf Club.

### BCG NAMES REHANEK VP

CHICAGO — Billy Casper Golf (BCG) appointed William Rehaneck Jr. regional vice president based in the company's office here. In his new position, Rehaneck will manage everything from agronomy to marketing and public relations at the 10 golf courses and driving range BCG operates in suburban Chicago.

## NGF touts new tools, customer loyalty awards

By DEREK RICE

ORLANDO, Fla. — Seeking to help golf courses better understand both their current and potential customers, the National Golf Foundation (NGF) introduced its InfoNet service and handed out three Customer Loyalty and Satisfaction Program (CLASP) Awards at the PGA Merchandise Show held here.

The CLASP program is a method of evaluating facilities based solely on responses from their customers. By viewing the results, courses can tell what areas of their operations need improvement, which should, by extension, lead to more rounds played.

The NGF presented the new awards to facilities in three categories — premium daily-fee, a daily-fee and a municipal facility — based on consumer responses to NGF surveys.

The winner in the premium

daily-fee category was Silverstone Golf Club in Las Vegas, which is operated by ChampionsGate, Fla.-based Meadowbrook Golf. The daily-fee winner was Lago Vista Golf Club in Lago Vista, Texas. The municipal award went to Painted Dunes Desert Golf Course in El Paso, Texas.

"As an organization, we really embrace the CLASP program and could not be happier with the award," said Cindi Feingold, public and media relations director for Meadowbrook Golf. "We are really proud of our properties and their efforts."

More than 400 facilities participate in the CLASP program, which has generated more than 58,000 surveys in the system.

The NGF's InfoNet allows fa-



Meadowbrook Golf's Silverstone Golf Club in Las Vegas took top honors in the premium daily-fee facility category of the NGF's CLASP Awards.

cilities to confidentially share and compare key financial and operations data with other local, regional and national operators. NGF members can access the

compiled information free, while non-NGF members may receive a free monthly report for participating or unlimited access for \$149 a year.

### Editorial Focus: Hiring and Training

## Taking the guesswork out of hiring

By HARRIS M. PLOTKIN

Putting forth the time and effort to hire the right person for a job costs time and money. However, not spending that initial time and effort can often cost a club much more money in employee theft and turnover costs, and in negligent hiring, sexual harassment and wrongful termination lawsuits. These lawsuits are on the rise because too many clubs are not aware of what techniques are legal and available to use in the hiring process.

If you don't select the right person to start with, no amount of

training is ever going to make that person right for the job. You can't train a frog to be a prince. Too many managers

and superintendents make hiring decisions based solely on an interview, and that hiring decision is usually made in the first 3.4 minutes of the interview. The interview, while a necessary and informative aspect



Harris M. Plotkin

of the hiring process, should not be the sole basis for candidate selection. The key to improving your hiring process is to pay careful attention to the steps to take before the interview. Pre-interview screening will not only save you time and money, it can be the difference between just hiring a candidate and hiring the right candidate.

Gerald Graham, dean of the W. Frank Barton School of Business at Wichita State University, wrote that the three most important factors for success in management were

Continued on next page

### Editorial Focus: Hiring and Training

## Owners lose two personnel cases

By JOE DEVANNEY and DIANNE SUMMERS DEVANNEY

In two cases that demonstrate the importance of good pre-hire screening and education, the Tenth U.S. Circuit Court of Appeals ruled against golf course owners. While the issues in each case were different, the rulings should serve as lessons to other course managers about the proper conduct of hiring and training.

In the first case, Teresita J. Dumais was employed by the Paradise Hills Golf Course in Albuquerque, N.M. Eventually, American Golf Corp. (AGC) assumed ownership of the course and subsequently required all course employees, including Dumais, to execute new employment applications. The employees were required to sign two separate documents. The first, titled "We Can Work It Out," was an agreement that required them to litigate certain claims, including harassment, discrimination and wrongful discharge, through a binding and final arbitration process instead of

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## Keyonix finds success with Ratcliffe Golf

GREENVILLE, S.C. — Keyonix LLC recently celebrated the six-month anniversary of its first multi-course installation.

Ratcliffe Golf Services in Charlotte, N.C., implemented Keyonix's Smart Key System of accountability for golf car use last summer. The technology is similar to that which has been used in the hotel industry for years. The Smart Key enables course owners and managers to regulate and account for all car use and revenue.

The Smart Key works with a

golf car's ignition system to allow the car to be used only by people who have paid to use it. The Smart Key also allows for a time limit, which prevents players from playing extra or unauthorized rounds.

Del Ratcliffe, president of Ratcliffe Golf Services, said the cost of the Smart Key system pales in comparison with revenue lost on unauthorized rounds.

"Keyonix has provided us with a reasonably priced accountability system that gives unprecedented control over our golf car operations," Ratcliffe said. "This is the first sys-

tem I have seen that firmly places the control of the fleet in the hands of the course manager."

Bobby LoVine, national sales manager for Keyonix, said the success of the Ratcliffe installation should lead to more multi-course installations in the future.

"We have always thought that our system was tailor-made for the multi-course operator," LoVine said. "This system enables owners and operators to focus more on their business, rather than worrying about missing revenues."

— Derek Rice





## Personnel rulings

Continued from page 15

second document, "The New Co-Worker Authorization and Acknowledgment Form," employees also agreed they would be bound by provisions of AGC's employment handbook. This was where AGC made its mistake since, although the handbook contained a reference to the binding arbitration process, it

also included two conflicting passages.

In one part of the handbook, AGC stated it "reserves the right to at any time change, delete, modify or add to any of the provisions contained in this handbook at its sole discretion," with the exception of an employee's employment-at-will status and the arbitration provision. However, on another page, where employees sign a statement ac-

knowledging that they have read and understood the handbook, AGC reserved the right to amend or revise everything in the handbook except the employees' at-will status.

Dumais left AGC and subsequently filed discrimination charges with the Equal Employment Opportunity Commission, as well as a discrimination complaint in the New Mexico U.S. District Court. AGC responded by filing a motion to

compel arbitration, citing the provisions in the paperwork Dumais had signed. The District Court, however, refused to grant AGC's motion and the company appealed to the Tenth Circuit.

In affirming the lower court's ruling, the Tenth Circuit applied a law of contracts under which any ambiguities in documents are construed against the party that drafted the documents. This is a key prin-

ciple of law found in most (perhaps all) states. In the opinion, the Tenth Circuit wrote, "The alleged agreement between AGC and appellee to arbitrate their employment dispute is illusory" because it allowed one party the right to alter the arbitration agreement's existence or its scope.

This case suggests that golf course managers and their attorneys should carefully review all employment policies and documents to make sure there are no conflicting provisions. If there are, any conflict will be interpreted against the side that drafted the agreement. A binding arbitration agreement, such as was the subject of this lawsuit, can save employer's money, but courts will enforce such agreements only when they have been properly drafted.

In the second case, Arcenio Garcia, a 61-year-old Hispanic, was employed at the Pueblo Country Club in Pueblo, Colo., as a grounds maintenance supervisor. For more than four decades, Garcia had worked at the club in a number of different jobs. In 1998, as part of an extensive upgrade of the club, management sought a person to fill a new position, golf course superintendent. This new position, which required the employee to have knowledge of modern turf management, paid 40 percent more than what Garcia was earning. Garcia did not apply for the new position and the club offered him a reduced position as repair/maintenance manager.

After the club hired a 41-year-old white man to work as the superintendent, Garcia filed a lawsuit in the Colorado U.S. District Court, claiming both age and race discrimination. The Court entered summary judgment in favor of the club, holding that it created a new position and that Garcia could not claim discrimination since he had not applied for this new position.

Garcia appealed and the Tenth Circuit reversed the District Court, sending the case back for a jury trial. The appellate court ruled that a jury had to determine whether Garcia's position had been eliminated and whether the club had simply created the new position as a way to discriminate against Garcia.

The legal moral of this second case is that golf course managers should carefully document whenever new positions are created and which old positions are eliminated. It is important to draft clear job descriptions that spell out the exact differences and responsibilities between old and new jobs. In addition, existing employees should be warned that their position is going to be eliminated and provided a specific opportunity to apply for the new position. By so doing, management may prevent a potential discrimination lawsuit from developing. ■

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