WRITTEN CONTRACTS

Unfortunately, this summer hasn’t been unlike any other for the past 15 years in the sense that I always receive three to four calls or e-mails from well-qualified, successful superintendents who’ve been summarily dismissed during the month of August – each asking how to best deal with this core shattering news. How many times is this scenario repeated each year? I estimate as many as 400 times each year? I estimate as many as 400 times throughout the country. This might not seem to be a big number, but it’s significant because it’s enough to sustain the ill-founded premise that the golf course superintendent profession doesn’t command employment respect.

Then, do we have to remind ourselves of the devastation wrought when superintendents get turned out precipitously. The opportunity to work through the balance of the season and to leave a job gracefully is generally denied; their families immediately face the loss of primary income; mortgage payments are put in jeopardy, or employer provided housing is quickly term-limited; family health coverage fades; children living at home will have to change school systems, while older children’s college tuition payments also are put in jeopardy; and finally, the dismissed superintendents face the daunting task of finding a replacement job on short notice, without credible references, wearing a “just fired” sign on their backs. Can there be any greater trauma forced on good families? Not likely.

The common denominator throughout these arbitrary dismissal cases is that the superintendents don’t have written contracts. Appropriately, we should note that a recent GCSAA compensation report indicates only 21 percent of all superintendents have written contracts, which means four of five of the 16,000-plus working superintendents throughout the country will unnecessarily face the possibility of an unexpected dismissal every year, with the accompanying likelihood of being forced to accept severely restricted severance packages. Is it any wonder that a recent Golf Course Industry survey indicated that 52 percent of all superintendents feel insecure about keeping their jobs? Can there be a greater injustice perpetrated on an entire profession than what these two inversely related percentages suggest?

To add further insult, while only 21 percent of the only essential individuals serving operational golf are granted written contracts (or the equivalent, letters of agreement), roughly 70 percent of golf professionals and over 80 percent of club managers are granted this assurance.

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The basic reason why private clubs don’t generally grant written contracts is because their search committees don’t trust their own judgments when hiring a superintendent from within such a technical environment. To protect themselves, accordingly, clubs offer one-year generally verbal agreements and back this up by refusing to grant written contracts so they’ll always be able to dismiss potential hiring mistakes immediately. While much has been made of the lack of written contracts issue, the ongoing one-year employment concept also is lethal because it can make it difficult for superintendents’ families to borrow money to buy a house, a car or whatever. Clearly, this combination of one-year agreements and no written contracts have reduced superintendents and their families to second-class citizenship status.

Having defined the problem, our attention turns to the plausible ways this injustice can be rectified.

First, superintendents can help themselves in the way they conduct negotiations when initially hired or whenever employment renewal discussions arise. All this begins with the superintendent affirmatively inquiring about a written contract. If and when this possibility is denied, the superintendent should immediately plant the seed for earning three months of future security notice for each year of continued successful employment to a cap of 12 months. Many fair-minded employers will react favorably to this approach because it eliminates the risk of a bad hire, i.e., superintendents earn incremental job security only after proving their value during a period of time.

Then, the GCSAA should take the initiative with a series of nationwide multimedia-based educational programming, sooner rather than later, to rectify this injustice. This might not be as difficult a task as it might seem because of the reality that about 95 percent of all golfers and volunteer board/committee people serving golf throughout America have written employment contracts, wouldn’t tolerate anything less for themselves and don’t know that so few superintendents have the security of written contracts. Once they find this out, they’ll be angry the men and women who provide the quality golf courses they play everyday and their families are being treated so callously. By tapping into this reservoir of goodwill, the GCSAA would be able to convert a professionwide debilitating negative to a precedent-setting positive.

Furthermore, I recommend the GCSAA use the aforementioned concept of earning job security incrementally three months at a time as the cornerstone of its national educational campaign to the point where the GCSAA might produce a short video mock interview illustrating how comfortable this interview exchange can be. This interview profile then would be sent electronically to each chapter and then on to each chapter member. Armed with this visual negotiating model, superintendents soon will learn how to negotiate their way to secure written contracts.