



Charles Anfield, CGCS, Heritage Bluffs Golf Course

## Employment Pointers

### Mr. Tim Eavenson

As an interim to Dr. Nikolai's talks Mr. Timothy R. Eavenson, Esq. of Eavenson Employment Law made his presentation "Employment Points for Golf Course Supervisors." Tim discussed tactics and techniques for contracts and negotiations in the realm of his specialty, employment.

He stated, "When entering into any negotiation prepare a priority list. One should have at least your top three challenges clear in your mind." The most common negotiation talking points are:

1. Salary or Money
2. Benefits
3. Vacation/time off

Tim explained your contract governs everything. It is best to "think long term and let them know you are." In an employment contract, the employer agrees to provide the employee with a specific set of benefits, such as salary, health insurance, a retirement plan, and any other benefit that both parties have agreed is necessary. At the same time, the contract will contain clauses that determine the range of services that the employee will provide in exchange for these benefits. The idea is to include as much detail as possible, so that there is very little room for misinterpretation of what is expected of each party.

Tim pointed out some commonly overlooked negotiation points are: defined job responsibilities, who evaluates you and how it's done, the use of outside consultation and reassignment protection.

#### Essentials of Contracts

- Duration and extension of employment is of primary concern
- Compensation- think total package, bonus structure should be measurable
- Duties and expectations – this should be accomplished with a written job description (very important)
- Results of termination



Mr. Tim Eavenson address those in attendance on the topic of employment law.

Industry issues such as disability and termination with no severance is worth negotiating when starting a new position. An employment contract is a legally binding agreement between an employer and employee that sets forth the terms of the employment relationship. Employment contracts will generally be enforced as long as the terms are not egregious and the employee is not required to contract away his rights under worker-protection legislation. Such contracts generally dictate certain aspects of the behavior of both employees and employers.

Once you are "on the job" it is important to know:

- Know your documents (how to file complaints, etc.)
- Employment contract (where is it, who keeps copies, etc.)
- Job description (always important to know what you are hired to do)
- Benefit plan documents (what else do you get?)
- HR policies (policies can be considered agreements and both parties need to uphold)

Common pitfalls for executives and those in management positions include: hiring, employee discipline jokes, bullying, and harassment. Termination disputes are also hot buttons. In the United States, including Illinois, most employment is at-will. This means that an employer can fire any employee he wants for any reason, except those reasons prohibited by anti-discrimination legislation, (Discrimination must be related to your status as a protected class. Examples include: age, sex/sexual orientation, religion, national origin, status as veteran or disability.) such as Title VII or the Americans with Disabilities Act. An employee can also quit at any time, for any reason. Therefore, no employment contract is required in the US. @

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