



Get It In

They're not standard, but more superintendents are seeking employment contracts.

Here's how to negotiate a fair deal

BY LARRY AYLWARD, EDITOR

“**H**ere I am. Signed, sealed, delivered. I'm yours,” Stevie Wonder crooned in 1970. More superintendents are singing this song to their bosses when talk turns to employment contracts.

“We're in an occupation where there's a lot of musical chairs,” says Paul R. Latshaw, superintendent of Winged Foot CC in Mamaroneck, N.Y. “A contract gives you assurance of where you're going to be.”

Twenty years ago, a general manager or green committee chairman would have doubled over with laughter if a superintendent asked for a contract. But times are changing. About 25 percent of superintendents currently work under contracts, says Tommy Witt, CGCS and director of golf management for StillWaters Resort in Dadeville, Ala. Average length of these contracts is 24 months, according to GCSAA.

Many superintendents aren't looking to break the bank with lucrative contracts. Instead, they want them to gain a priceless intangible — job security.

“As more superintendents move into the realm of becoming business people, it makes sense that contracts are in order,” Witt says. “More employers are beginning to understand that.”

Jim Brewer, general manager of the Los Angeles CC,



Going For The Green

CONTRACTS

Writing

says contracts are appropriate for superintendents. About three years ago, Brewer signed seasoned superintendent Bruce Williams to a five-year deal.

"I was all for it," Brewer says. "I would be surprised if contracts are not becoming more popular everywhere."

Let's make a deal

If you want a contract, you have to know the nuances of negotiating. You don't want to come across like a narrow-minded, show-me-the-money fool.

The first rule of thumb is to convince a course's head honchos that a contract for you will also be good for them, Witt says.

"Tell them how it will benefit the club by hiring you for the long term," Witt says, noting that most courses don't want to hire new superintendents every two years because it's too expensive. "Always approach the negotiation from a win-win position. Let your counterpart know that you're just seeking fairness in the negotiation."

In the interview process, Witt says it's important that superintendents explain what they will do to benefit an operation, such as:

- What they will do for golf course conditioning.
- How they will protect a course's assets.
- How they will work with mechanics to keep costs down.
- How they will encourage crew members to take better care of equipment.
- How they will negotiate purchases of equipment and pesticides to save money.

"If a club wants to hire the best superintendent it can find, why not tie that person to a long-term contract?" Witt says.

For justice

It's obvious why superintendents, especially those at private clubs headed by short-tenured green chairmen, list job security as the central issue in contracts.

"There are so many places where green chairmen change every year," Witt says. "And the new green chairmen have new agendas."

Say a superintendent has an unwritten employment agreement and a decent relationship with the green chairman who hired him. But the green chairman leaves the club

ABOUT EMPLOYMENT CONTRACTS

Employment contracts are written agreements that outline the services and pay arrangements for employees. Make sure that:

- Job offers are made in writing.
- Any employment contract is in force before employment begins.
- Employment contracts are reviewed and updated regularly to reflect changes in an employee's position.

Provisions that should be included in the contract are:

- Length of employment/Provision for termination
- Duties of the employee
- Confidentiality
- Compensation and benefits
- Non-competition agreement

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after two years, and the new green chairman fires the old superintendent because he doesn't get along with him, even though the superintendent has performed to the standards outlined in his original agreement. Is this fair?

The good news is that more superintendents are reporting to fewer green chairmen. According to a recent study by the GCSAA and the National Golf Foundation, 26 percent of superintendents in 2000 report to green chairmen, green committees or boards of directors compared to 29 percent in 1995. Twenty-nine percent of superintendents in 2000 report to general managers, compared to 26 percent in 1998.

Brewer, who has been at the Los Angeles CC for 34 years, says more superintendents should be reporting to a course's top executives. "There's less turnover among general managers than green committee chairmen," he adds.

Of course, a club's top brass must protect their interests if they award a contract. They should have an out if the superintendent they hire ends up robbing banks on the side or fails at his job.

"It's like anything else: You monitor an individual's per-

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formance regardless of whether it's the superintendent, the pro or the executive chef," Brewer says. "If they're not performing, they're gone."

Witt notes that a contract keeps everyone in sync with each other's responsibilities.

"A contract protects a facility because it says a superintendent shouldn't be doing this and that," Witt adds. "A facility is always going to structure a contract that allows superintendents to be terminated for defined causes."

Take what you can get

On the other hand, Witt believes superintendents should negotiate the best contracts possible. They should try to get what they can in salary, benefits and perks, especially if they're being wooed.

You might be surprised at what you can get, especially if you're wanted. CGCS Williams commanded a five-year contract with perks, including a \$25,000 signing bonus, when he left Bob O'Link GC in Chicago for the Los Angeles CC more than three years ago.

Williams says the Los Angeles CC brass came after him while he was at Bob O'Link. "I was in the catbird's seat, and I made that apparent to them," Williams has said.

Brewer has no regrets of signing him to a long-term pact with a bonus.

"It certainly paid off for us," he says. "Whatever we did

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to entice Bruce to come here, we did the right thing."

Witt has a contract at StillWaters Resort that includes ownership of property on the 2,000-acre land. "I asked them to give it to me," he says.

Witt says there's nothing wrong with asking for such benefits to sweeten a deal. He says superintendents should ask for a share in golf car or driving range revenues if they're not offered a huge salary. Or they could ask for deferred payments to lessen the financial burden on the payer.

WHO'S THE BOSS?

What kind of contract and whether you get one has a lot to do with whom you're reporting to. Here's to whom superintendents have been reporting to recently:

	1995	1998	2000
General manager	28%	26%	29%
Green committee/Board of directors	29%	27%	26%
Owner	18%	16%	18%
Director of golf	7%	7%	7%
Director of parks and recreation	5%	5%	4%
President	3%	3%	3%
Regional superintendent/Agronomist	2%	2%	2%

"About 11 percent of superintendents still get housing benefits," Witt notes. "I know a guy who gets an extra month of vacation in the winter."

Witt believes signing bonuses are warranted, especially if you're a superintendent like Williams who moved his family across the country to take a new job.

But remember this rule of thumb: Don't ask for the moon and know who you're dealing with before making such requests. If you ask for too much or are perceived as greedy, you might take yourself out of the running for a top job, experts say.

In perspective

Even with their incentives, contracts aren't for everyone. It often depends on where a superintendent is at in his or her career. One would think that the veteran Latshaw would be inked to a contract, but he's not.

"I've always had a contract, but I didn't ask for one when I came [to Winged Foot last year]," says the "60-something" Latshaw, who previously worked at Augusta National, Oakmont CC and Congressional CC.

"I'm at the point in my life where I don't want to be tied down," Latshaw adds, noting that he's thinking about retirement.

At the other end of the career spectrum, 34-year-old Mike Sosik is not interested in signing a contract from his current employer. Sosik, superintendent of Middleton GC in Middleton, Mass., is looking to move up in the profession.

"I'm year to year here," he says. "I like the job, but I have greater aspirations. So it wouldn't be smart for me to sign a contract here."

But down the road, if Sosik hooks up with a posh, private club, he'd be interested in a long-term deal.

Some veteran superintendents are in business situations that have never required contracts. Frank Dobie has been the superintendent at Sharon GC in Sharon Center, Ohio, for 37 years, and he has never had a contract. "It's an un-

usual situation because the man who hired me, the president of the club, is still in charge," Dobie says.

Dobie remembers asking the club president for a contract 37 years ago and being rejected. "He told me, 'If you do the job, I'll take care of you.'"

That was fine with Dobie. "His word was good enough, and his handshake was binding enough," he notes.

Dobie doesn't believe contracts should be standard.

"I look at contracts as guarantees," Dobie says. "I don't think anyone can guarantee somebody else's future."

However, Dobie is all for a severance agreement, whether it's part of a contract or not. He told of a superintendent who was recently fired from his job after 25 years and received a lousy severance package.

"That's an area superintendents should negotiate with clubs," Dobie stresses. "Then they know what to expect if they're let go."

Nothing less

Although there's an increase in courses awarding contracts to superintendents, it's not commonplace in the industry. Witt argues that other professionals receive contracts, so why not superintendents?



"Compared to other professionals, we have a long way to go."

—PAUL R. LATSHAW

"A contract means I have to do what I say I'm going to do," Witt stresses. "It protects everyone involved."

Latshaw remembers asking a course's employers for an employment contract several years ago. "They thought I was crazy," he says.

But today, more courses are willing to discuss contract possibilities in interviews, Latshaw believes. He encourages superintendents to seek them out.

"Compared to other professionals, we have a long way to go," Latshaw states. "But we're making gains in that territory." ■

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