

The Key to Job Security

by Bruce L. Marcus, Esquire

This article is the last of a three-part series on the necessity of, the elements of, and negotiation posture inherent in employment agreements between golf professionals, superintendents and club owners. In the first two articles, I discussed the purpose of the written contract and its value to the professional. In the second article, I discussed certain contractual elements and issues relating to employment agreements. In this last article, I will endeavor to provide some practical pointers on negotiating tactics.

One of the most difficult things for an employee to undertake is the presentation of his/her position relative to continued employment. Most, if not all, employees are reluctant to strongly request a written employment agreement out of concern that the employer may not find the employee's position compelling, or may find the employee to appear greedy, or may question the value of the employee to the overall function and operation of the club. Each of these concerns is reasonable and well-founded. For example, in the event that an employee presents a contractual proposal which incorporates significantly more money than the employer is prepared to pay or believes to be necessary to procure the same or similar services the employee may create a situation which results in termination or a more disadvantageous employment agreement. Alternatively, the employer may be disinclined to execute an agreement for fear that the employee will then become "vested" in his/her employment, i.e. the written contract may afford an employee a

right for a specified period of time providing that the employee adheres to all the terms and conditions set forth in the written understanding.

An effective way to begin contractual negotiations is to contemplate the presentation of a "Standard Contract" which is endorsed and supported by the Association. While in reality there is never a "standard" agreement as every situation is different, the concept and terms of a "uniform" agreement tend to legitimize the concept of a contractual agreement with the professional. By producing an Association-approved and suggested agreement, the individual is not confronted with the idea that he or she has generated a document that places the individual in the position of appearing greedy or overbearing. The suggestion that the Association has recommended such a document places the onus on a faceless, non-specified entity rather than the professional. This technique allows an individual employee to negotiate from the document and to make changes which are consistent with the requirements with an individual position.

Secondly, it is important for the individual professional to highlight the benefits and achievements which are milestones of prior service to the club or to other employment positions. Many of us are reluctant to "toot" our own horns, however, there is no substitute for enlightening a club manager, owner or committee about individual accomplishments and achievements. Accordingly, it is important to remind or advise each committee of the quality of

service offered by each individual professional.

Thirdly, you must evaluate the relative strengths and weaknesses of your position. In the event that you are employed by a club or should seek employment at a club where the turnover rate has been very high, it is safe to assume that little regard has been placed with the professional and the negotiating posture may be weaker than one would hope or expect. It is totally unwise to make demands and to rigidly adhere to a proposed contract when the result may be to disenfranchise a professional from the golf committee, chairman, club manager or other individual who is responsible for overall management of the club. This skill is probably the most difficult to master and many individuals who perform these functions on a day-to-day basis have been unsuccessful in determining what avenue will best accomplish the client's need. In many instances, lawyers or agents are used to soften the approach of a prospective or current employee and to the extent that an agent or attorney is used for this purpose it is important for the employee to remember that the spokesperson must likewise honor the requirement of being rational and reasonable in his/her negotiating approach. Simply because an individual is an agent or lawyer does not imbue them with the requisite negotiating skills to successfully accomplish contract negotiations.

In closing, I would reaffirm the concept that this Association, like its sister organizations, must confront certain practical realities.

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Significant among these are the upgrading of the status of the professional and the increased awareness of clubs and club owners about the need for competent and professional superintendents. Absent a more rigid professional outlook, the plight of superintendents will be left to the individual skills of superintendents and to a large degree the

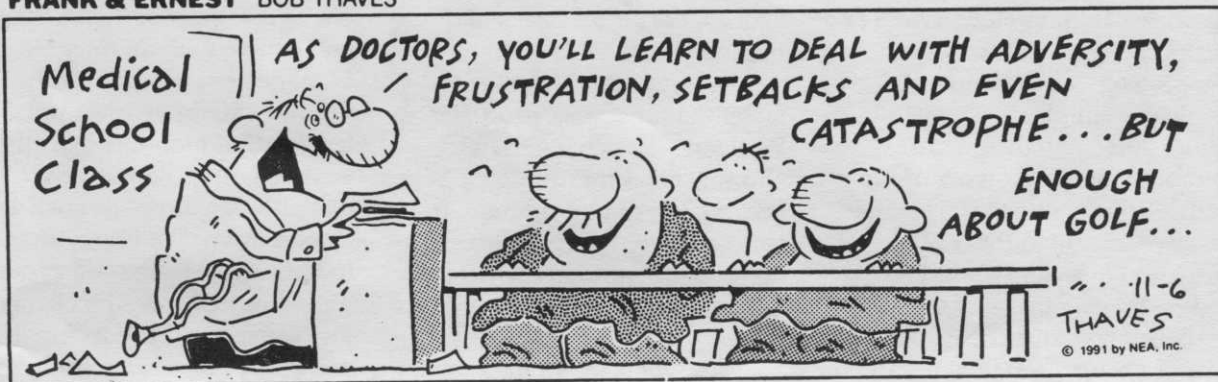
luck of a particular association member in successfully consummating a written agreement. By improving the lot of one or two members on an annual basis, the increase in the quality of positions and the lot of the whole membership cannot be far off.

I very much enjoyed the opportunity to meet with the Association last fall and hope that my comments will be of value to

all the members of the Association. For further information you may contact us at Bruce L. Marcus, Marcus & Bonsib, 6411 Ivy Lane, Suite 116, Greenbelt, Md. 20770.

Bruce L. Marcus is an attorney in Greenbelt, Md. with the firm of Marcus & Bonsib and has represented golf course owners, clubs, golf professionals and superintendents for over ten years.

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