

TURFGRASSES PROVIDE ENVIRONMENTAL BENEFITS

The emphasis today on outdoor living has meant an increase in the number of people who want well planned lawns and gardens with nice looking, properly tended plants. Yet, relatively few Americans have time to tend their own landscapes. As a result, the green industry has profited from this as more people rely on professional products and services.

Judging by the number of people who have participated in various lawn activities the past few years, the public recognizes and appreciates the role of turf in all our lives.

According to the national Gardening Association, 76 percent of the 91.1 million households in America participated in one or more types of indoor or outdoor lawn and garden activities in 1988.

For years, realtors, nurserymen and landscape contractors and developers have recognized and promoted the fact that an attractive looking lawn and landscape can add to a home's selling price and can influence a buyer's decision, depending on its maturity, the species of plants used and the landscape's overall condition and location,

As it relates to commercial property, landscaping can have a big impact on the ability to lease. Professionally installed and maintained landscapes add to the value of a property, providing a strong selling point in dealing with clients.

In addition to their aesthetic and recreational qualities, turfgrasses offer the following functional benefits:

*Noise abatement.

*Air pollution control.

*Dust control.

*Oxygen generation.

*Pollution control.

*Temperature and sun glare reduction.

*Water conservation through runoff reduction.

*Rainfall absorption.

The role turfgrasses and plants play in our world is often taken for granted, but their contributions to enhancing our environment shouldn't be overlooked as Americans become more concerned about the environment and health.

By William H. Culpepper, Commercial Director, DowElanco Specialty Products

WHAT SHOULD BE IN YOUR JOB CONTRACT?

As a preliminary matter, you must first know whether or not an employment contract is even necessary. Many states are "employment at will" jurisdictions which means in general that an employee can be fired at any time for any reason, no matter how arbitrary. (There are various exceptions to this general rule, such as "whistleblower" statutes.) Therefore, in order to provide stability in your employment situation, a contract setting forth the conditions of your employment is essential.

Make sure your contract is in writing. Club boards change and club managers change. In order to ensure the items you agree on today are provided two years from now, those items need to be set forth in writing to avoid the potential for dispute. Make sure your contract specifically states to whom you are responsible. do not let yourself be caught in a tug-of-war between the club manger, the green committee and the club president.

Whenever possible, you should draft the contract. When you draft the contract, you are to insert items which were not negotiated that you may not be able to get otherwise. You can also draft the agreement such that points which have been negotiated are slanted to your benefit.

In most instances, you are better off getting more of your compensation in fringe benefits such as vehicles, insurance payments, etc., than in straight salary, because many of these fringe benefits do not constitute taxable income to the superintendent. To illustrate, if you are in the 28 percent tax bracket, it would cost you \$10,000 of pre-tax income to procure

\$7,200 worth of fringe benefits that the club could provide to you tax-free at a cost to the club of only \$7,200. Both you and the club gain from this latter arrangement.

There is another potential area of compensation from which superintendents would be well advised to steal an idea from the golf professionals. Consider having some of the same incentives via which pros are compensated contained in your contract as well. For example, suggest to the club that you should receive a percentage for cart revenues or a certain fee for every round played on the course. Golf course superintendents should make sure their employment contracts contain an indemnification clause. An indemnification clause essentially provides that the club will assume any liabilities, including attorney fees, that the superintendent may incur in the event of injuries or damages suffered by third parties, including employees.

A superintendent can even be indemnified against injuries that arise as a result of his own sole negligence, except in certain instances. However, there are certain legal restrictions that limit one's ability to be indemnified. Therefore, an indemnification clause should be reviewed by a lawyer in order to ensure it is enforceable.

Ask that your contract include an arbitration clause, which essentially provides that disputes under contract are resolved by arbitration and not inn the courts. The reason this is of benefit to the employee is that the judicial process is lengthy and costly, and often the employer is in a much better position financially to wait for a dispute to be resolved than is the employee. Any termination of the contract by the club should be "for cause". The grounds for your termination should be set forth in writing, and you should be satisfied these grounds would justify your being terminated. Try to avoid having a "for cause" termination be triggered by simply "unsatisfactory performance." As for provisions allowing you or the club to terminate the contract for any reason upon 30 days notice, remember such clauses cut both ways and you pay a price for this flexibility.

Credit: Conference Proceedings-GCSAA - 61st International Golf Course Conference and Show