

WRITTEN AGREEMENTS FOR SUPERINTENDENTS

by

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THE golf course superintendent is a member of a truly fine and distinguished profession calling for a great deal of training and experience. While most people appreciate the useful and important work performed by superintendents throughout the country, the relationship of the superintendent to the country club goes beyond that of the technical phases of playing the game, or the technical phases of turf culture. There is a legal relationship between the golf course superintendent and the country club, or golf course, by whom he is employed.

This legal relationship is, of course, that the club, or golf course, is the employer and the superintendent is the employee. He is employed by the club to perform the particular services delegated to him in either his oral or written contract of employment. The employer controls and directs the services he is to perform and, as an employee, he is required to perform those services. Although this service may call upon him to direct and control other persons working on the course under his direction, it does not affect the basic relationship existing between the club, as employer, and the green superintendent, as employee.

Elements of Contract

The basic elements of a contract are, of course, two people competent to contract, who agree upon the terms and provisions of their contract in either oral or written fashion. Without a definite meeting of the minds upon the terms of employment, no contract will have been created.

We realize that many superintendents have worked for years under an oral contract. The natural thought arises: Why should there be a written contract?



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We cannot say that a written contract is absolutely necessary, but, as we will point out, we believe it would constitute a better and more satisfactory practice to both the superintendent and the club if at least a written memorandum of the terms of agreement were executed. While the relationship under an oral contract may have been lasting and satisfactory, it undoubtedly would have been just as lasting and successful with a written contract. The fact that the superintendent has maintained the course to the satisfaction of not only the Green Committee, but the club members, is the fundamental basis of his success and the reason his employment has been continued from year to year.

While many have been successful and their term of employment lasting under an oral contract, we do not know how many have encountered difficulties while operating under oral agreements and whose

relationships have consequently not been as lasting and successful. It might have been more satisfactory under a written contract.

The oral contract does not seem to offer any advantages over a written contract. Anything that has been agreed upon verbally can quite easily be reduced to writing. By reducing the oral contract to a written memorandum or agreement, it is possible to avoid any and all misunderstanding arising where club officers change and their ideas do not correspond with those of former officials on the terms and nature of the oral understanding. While it is quite easy to make a short oral agreement, bound with a handshake, it would be no trouble for the club official to have the agreement written out and signed by the club and the superintendent. Then each would have something in writing to rely upon.

Authority to Purchase

The club auditor would definitely know the nature of the superintendent's duties and responsibilities in connection with the purchase of equipment, supplies, or material, and if there were any question as to his authority to make the purchase, the superintendent could promptly have it rectified by obtaining authorization from the proper club official. This would remove any question that his action had been improper, and one for which there might attach some personal responsibility in the event the club did not approve the action he had taken.

A further disadvantage of an oral contract is a very vital and important one. An oral contract is not enforceable if the term is for more than a period of one year. Accordingly, an employment agreement which has as its object the creation of employment for a period in excess of a year must be evidenced by an instrument in writing. This law is considered a beneficial enactment intended to be used as a shield and not as a sword. It does not mean that those superintendents employed for many years under an oral agreement have been employed under an illegal contract, be-

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cause the oral contract was good for a year, and has been extended year by year with the mutual consent of the superintendent and his employer. The contract is not in itself illegal, but is unenforceable after the first year.

Some might consider that an oral contract, if only good for one year, would be more advantageous to the golf course superintendent, because he would be free at the end of the year to look for another position at possibly an increase in salary. In an area where there may be a shortage of superintendents this might seem advantageous, but it would be very simple to provide for the possibility whereby the superintendent, or the club, would have the privilege of terminating the contract at the end of the season, or upon the giving of such notice as might be adequate.

Consequently, it would not seem that an oral contract has any advantages over a written one. Regardless of whether the employer or the employee want it for merely one season with an option to renew for another, this, as well as anything else, can be written out very easily and both parties will have removed the chance of controversy over the terms of employment.

Suggested Provisions

The written contract does not necessarily have to embody all the form of a strictly formal written agreement. It would be adequate if it were a written memorandum outlining the terms of employment. When entering into a written contract, the following are a few suggestions concerning provisions that would seem appropriate:

- (1) The term of employment, that is, whether it is for one year or several years, and a statement defining the superintendent's job position, that is, that he is being employed as a golf course superintendent, and if other duties of any kind are to be included they should likewise be stated.
 - (a) A provision setting forth the basis upon which either he or the club may terminate the contract, if such a provision is desired by both parties.
- (2) The salary the superintendent is to receive and how and when it is to be paid.
 - (a) Any other considerations he might receive, either in the way of a bonus, furnishing of a house, how many meals, gasoline for his car, whatever expenses or privileges, if any, over and above his salary, that he is to receive, including the payment of expenses of a trip to turf meetings, or such other meetings as he and the club might deem it advisable to attend.
- (3) The superintendent's duties and responsibilities, which should provide that he is to do the job of, and be responsible for, greens maintenance within the limits of an approved budget and in accordance with the policy developed by the Green Committee. He should keep the turf and the course in the best condition for golf, with the assistance of the person or persons working under his orders. It would

hardly seem advisable to specify in detail the routine operations of maintenance, but the memorandum could refer to a maintenance program such as the one found in the August, 1955, issue of the USGA Journal.

- (4) To look after and keep in good repair all of the equipment and implements belonging to the club and used by the superintendent in maintaining the course. To specify just what his authority is in making purchases; whether he is to make purchases within limits specified in the budget, or have them first approved by some club official.
- (5) To provide from whom the superintendent is to receive instructions, as it would certainly seem advisable that his instructions come from only one source. It is, of course, a customary practice for those instructions to come from the Chairman of the Green Committee. It would certainly seem advisable to have this stated for the superintendent's benefit, so there could be no confusion in this respect.
- (6) Naturally, to obey orders consistent with his knowledge of turf culture, to devote his whole time to the job, and to honestly and in good faith carry out and direct the work to the best of his ability.
- (7) Whether he is to furnish reports and, if so, what kind and how often? How long a vacation he will be entitled to and when it may be taken. Whether the club will pay his hospitalization in the event of an illness and any other details agreed upon in this connection. Whether he or the club may renew the contract and, if so, upon what terms; the working hours; and, if in your state there is not a compulsory workman's compensation law, whether the club should provide some insurance that would afford protection for wages and

medical expenses in the event of an extended period of disability. The latter would apply only to any disability or injury received in the course of his employment.

- (8) The tournament chairman should furnish a schedule of the tournaments the club will hold during the year, so the superintendent can coordinate his work with the tournament schedule. He would naturally desire to have the course in its best possible shape before these events are held.
- (9) Whether he or the club desire a provision concerning his relations with suppliers and whether he would be permitted to engage in any outside activities, such as advising other clubs and individuals on turf grass matters. In connection with the superintendent's relations with suppliers, it would seem to be a good suggestion for the golf course superintendents association to adopt a code covering relations between superintendents and suppliers.

These are merely suggestions which both parties to a proposed agreement could consider and use as they deemed necessary. They cover most of the principal items to be considered in making such a contract.

In conclusion, it might be well to consider the obligations and remedies of each party to a contract of employment. They are really quite simple.

The employer is bound to furnish employment within the terms of the contract and the employee must perform, or be ready and willing to perform, the services called for by the contract. The employer can recover from the employee any difference in wages he might have to pay between the amount agreed to be paid to the employee and the amount the employer would have to pay to someone in place of the employee, had he wrongfully left his job. Also, the employee can compel the employer to pay the employee the salary agreed upon for the balance of the term of employment, less whatever amount

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the employee might have earned from other employment during the balance of the term.

It is important for both the golf course superintendent and the club to have a clear and definite understanding of the duties and responsibilities of each party. There is no better way of accomplishing this than to have a written contract or memorandum, resulting in the establishment of a better and stronger relationship between the superintendent and his employer.

Men Behind the Scenery

They write about the amateur, print pictures of the pro,

But the man you seldom hear about is there to run the show.

They never think to praise him when they get a perfect lie,

But when they miss a ten-foot putt they scream,
"What ails that guy?"

They often don't recall his name. To know what's on his mind

Would still some comments caustic and explosions unrefined.

In the morning when you're sleeping and playing great in dreams,

At work, and never thought of, is the man who keeps the greens.

The slumbers of his patient self were ruined for the night

As he laid awake and tried to plan his watering just right.

He tossed and thought of grubs and weeds, of costs and brown patch, too.

The greensman's sure a lucky guy, with nothing much to do.

AL SCHARDT

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