

GUIDELINES AND GOALS OF EMPLOYMENT

PREFACE

In order to maintain and improve the vocational environment and opportunities of those who are, and who aspire to be, Head PGA Professionals and Golf Directors, the Section promulgates the following recommended guidelines and goals for consideration for inclusion in contracts of employment.

Substantial adherence to the recommended guidelines will provide the Head PGA Professional with the opportunity for self improvement and promotion of the game of golf through expanded appropriate relationships with club members and guests, pupils, customers, fellow golf professionals and the public at large. Such expanded relationships can best be achieved through adequate professional, social and economic conditions of employment.

CHAPTER I GUIDELINES

- The Head PGA Professional should be recognized by his/her employer as a valued employee whose organizational, administrative, playing and teaching skills are beneficial to the golfing patronage.
- Facilities, and particularly the golf shop, professional's office and storage area should be adequate in size and be clean.
- Adequate playing, instruction and practice areas should be provided and maintained.
- Golf cars and other course equipment should be adequate to service players and be well maintained. Nominal first aid equipment should be conveniently available.
- A total income package provided by the employer should adequately compensate the Head PGA Professional, so as to permit the Head PGA Professional to maintain an appropriate and reasonably comfortable standard of living, taking into consideration all aspects of his/her duties and responsibilities.

CHAPTER II COMPOSITION

Part 1. EMPLOYMENT & CLUB RELATIONS COMMITTEE

There should be an Employment & Club Relations (E&CR) Committee appointed by the President of the Section. The Chair of the Committee should be designated by the President, and the Chair and the President should appoint the area representatives. Members appointed to this Committee should represent geographical areas within the Section boundaries and the three Chapters.

- (a) The committee should have one representative from these areas within the Section:

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|-------------------------------|------------------------------|
| (1) Northern Virginia | (5) Western MAPGA |
| (2) Southwest Virginia | (6) Maryland Metro DC |
| (3) Central Virginia | (7) Eastern Shore |
| (4) Hampton Roads | (8) Greater Baltimore |

- (b) The committee should also have one representative from each Chapter apart from the

area representative.

- (1) **Southern Chapter**
- (2) **Central Chapter**
- (3) **Northern Chapter**

(c) The committee may also include one A-8 representative.

Part 2. RESPONSIBILITIES

The E&CR Chairperson, the Chapter Chairperson, the Area Representative and the Committee as a whole shall determine:

- (a) Whether potential job opportunity meets the Guidelines and Goals of Employment; and
- (b) Changes regarding the Guidelines and Goals of Employment. The Committee shall provide any such changes to the Section Board of Directors.

Part 3. DIRECTOR OF EMPLOYMENT & CLUB RELATIONS

The Board of Directors should select a Director of Employment & Club Relations, who should be the administrator of the Section's Employment procedures. The Director of Employment & Club Relations, acting pursuant to policies and decisions prescribed by the Section, is responsible to the Section Secretary.

He/she shall act on behalf of the Committee to investigate and develop employment and membership opportunities and matters; to meet with golf facility officials; to counsel and educate members on employment matters; to confer with the Section's Legal Counsel; to maintain all Head PGA Professional and Director of Golf employment records of the Section and initiate all Committee correspondence.

CHAPTER III VACANCIES AND SIGNATORY

Part 1. EMPLOYMENT VACANCY & CHANGES

- (a) Before any formal announcement is made by the Section that a position of Head PGA Professional or Director of Golf is open, the Director of Employment & Club Relations and members of the E&CR Committee should first discuss the position with the golf facility officials.
- (b) The proposed terms of the employment agreement between the professional and the golf facility should first be verified by the Section to determine that the position meets the *Guidelines and Goals of Employment*.

Part 2. EMPLOYMENT AGREEMENT FILING

All Head PGA Professionals and Directors of Golf are required to have an Annual Employment Survey and current employment contract/letter of agreement on file in the Section office. The employment documents must include appropriate signatures from both parties. The Survey must be submitted within thirty (30) days upon receipt from the Section Secretary.

CHAPTER IV EMPLOYMENT AGREEMENTS

Part 1. TYPES OF EMPLOYMENT AGREEMENTS

The two types of employment agreements for Head PGA Professionals and Directors of Golf generally recognized in the industry are **Employee** and **Independent Contractor** and are defined below:

- a) **Employee**: Type of employment situation where the professional is directly responsible to the golf facility. The facility pays the professional a salary plus gross percentage incentives from the golf shop, golf range, and golf cars concessions; and may also pay for health care and retirement programs.
- b) **Independent Contractor**: Type of contractual relationship where the professional performs complete golf operational services for the golf facility. The professional must establish all policies and procedures of the golf operations and is directly responsible for all expenses and taxes associated with the management of the operation.

Part 2. RECOMMENDED COMPENSATION

The foregoing Recommended Compensation is a guide in connection with employment arrangements calling for services of PGA members and apprentices in the capacity of Head PGA Professional or Director of Golf. The suggested remunerations and considerations are basic to a mutually satisfactory relationship between the professional and the golf facility. In determining the total compensation, foregoing criteria should substantially be adhered to:

(a) **Employee compensation**:

- The professional should receive a basic minimum retainer commensurate with job requirements. The salary, or retainer fee, shall constitute a minimum salary depending upon the various terms and conditions of the agreement, the size and location of the club, employee payroll obligations, type of facility, economic standards of living, and other forms of compensation provided for various concessions.
- The professional and such staff as he/she approves should have the exclusive right to give golf lessons and retain the remuneration therefrom based upon the prevailing rates in the industry. The professional will be expected to employ the assistant professionals and staff necessary to run his/her operation. The responsibility to pay such help should be the obligation of the golf facility.
- The professional should operate the club repair and bag storage services and receive the income derived therefrom. Fees should be established by the professional and mutually agreed upon by the facility.
- The professional should have the exclusive right to sell golf equipment and inventory from the golf shop and facility. The golf facility should fund and be responsible for all costs of operation. The sale of golf merchandise should be purchased and sold by the professional at the facility's cost. He/she should be obliged to maintain a satisfactory stock of goods and to sell his/her merchandise at a normal mark-up for which he/she should be entitled to receive a gross percentage of sales.
- The professional should supervise the play on the golf course, including the use of golf cars and should be entitled to a percentage of the gross revenue derived therefrom. The facility shall be responsible for the cost of all maintenance, operations, utilities, safety and insurance for the golf cars.
- The professional should operate the golf range and be entitled to receive a percentage derived therefrom.
- The professional should receive all employee benefits within the facility, including health care, retirement benefit programs, disability and life insurance, meals, dues, etc., at no cost to the professional.

- The professional should have the exclusive right to remove and salvage all golf balls from any water on the facility.
- The facility should encourage all outings and/or awards be purchased through the golf shop.

(b) Independent Contractor compensation:

- The professional should receive a basic minimum retainer commensurate with job requirements. The salary, or retainer fee, shall constitute a minimum salary depending upon the various terms and conditions of the agreement, size and location of the club, employee payroll obligations, type of facility, economic standards of living, and other forms of compensation provided for by various concessions.
- The professional and such staff as he/she approves should have the exclusive right to give lessons and retain the remuneration therefrom, at prevailing rates in the industry. The professional will be expected to employ the assistant professionals and staff necessary to run his/her operation. The professional, however, shall not be obligated to pay any part of the salary of the caddy-master, starter(s) or match-maker, if applicable. The professional should have the right to hire and fire assistant professionals and other employees under his/her supervision.
- The professional should operate equipment cleaning, club repair, and professional shop services and receive the income derived therefrom. Fees for club repair storage services should conform to prevailing rates and should be fully advanced to the professional at the beginning of each year.
- The professional should have the exclusive right to sell golf equipment and inventory from the golf shop and facility. The sale of golf merchandise should be purchased and sold by the professional at his/her cost. He/she should be obliged to maintain a satisfactory stock of goods and to sell his/her merchandise at a normal mark-up for which he/she should be entitled to receive all revenues therefrom. The facility should be required to "buy-out" the golf shop inventory and merchandise in the event of termination.
- The facility may encourage all outings and/or awards be purchased through the golf shop.
- The professional should own or lease golf cars (based on rental fees mutually agreed upon) or be entitled to a percentage of gross revenues derived from this activity in return for servicing and/or maintaining equipment.
- The professional should operate the golf range and receive all income derived therefrom. Fees established should assure a profitable operation thereof.
- The professional should have the exclusive right to remove and salvage all golf balls from any water on the facility.
- The professional's bills to *club members* for merchandise or professional shop services should be collected by the club. The club should assume the responsibility for the credit extended members, and payment to the professional should be guaranteed by the club and made by the 10th of the month following his/her submission of charges.
- All income from these concessions should be remitted to the professional in their entirety, and the professional should be responsible for any tax withholdings.

Part 3. AUTHORITY

The Employment & Club Relations Committee should interpret every job agreement on an individual basis and evaluate whether or not it meets this criteria.

Part 4. ADJUSTMENTS

All Employment Agreements to be considered should include an opportunity to financially reward a professional for his/her exceptional efforts, expertise, investment and responsibilities. In the event the foregoing do not provide adequate compensation, or some or all of the sources of income enumerated above are withheld by the employer, after considering the economic standards of the community and the job requirements, the employer should adjust the professional's salary retainer to provide adequate compensation for quality services rendered.

CHAPTER V OBLIGATIONS AND VIOLATIONS

Part 1. OBLIGATIONS AND VIOLATIONS

A Member or Apprentice shall be deemed to have violated the Section Employment Regulations by:

- (a) Applying or negotiating for, or otherwise seeking, soliciting, discussing or accepting any position at a recognized club, course or golf range in an unprofessional manner.
- (b) Signing a contract or verbally agreeing to the terms of employment, thereby accepting any position without notifying the Section Secretary and/or E&CR Director at the Section office in writing within ten (10) business days the terms of the contract, including a job description and anticipated income, so as to provide statistical information for educational purposes and to allow the Section to pursue the overall objects of the Association.
- (c) *See Reporting Requirements ARTICLE XI, Section 1. a-d of National Association Constitution.*

Part 2. ASSISTANT AND APPRENTICE EMPLOYMENT

Assistants and apprentices shall be hired in compliance with the U.S. Department of Labor, Wage and Hour Division Laws under the Fair Labor Standards Act.