

**Alberta PGA  
Membership & Employment  
Handbook**

*Hiring The Right Golf Professional For Your Facility*

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## **Executive Summary**

Finding the right Golf Professional for your facility is as important as finding the right Superintendent. Once the golf course is ready for play, your Golf Professional and their staff are the ones that project the image of your facility, to each member or player every time they visit your course.

Customer Service and Image Enhancement are extremely important in today's competitive business environment. Our Members understand this, and work hard to ensure your facility will succeed. Whether you are looking for a Golf Professional who will operate the Pro Shop, the Driving Range, the Food & Beverage operation, or the entire facility, the Alberta PGA is there to help you with this search. Many staffing services are offered at no cost to your facility.

***Our goal is to right-fit each Member to each golf course.***

Our resource of well-trained, highly educated, motivated and talented individuals is continually growing and changing to meet the demands of the golf industry. If you are looking for a Golf Professional with an emphasis on Club Management, Pro Shop Merchandising or Instruction, we have the right Golf Professional for you and will help you find them.

***Our Members are Passionate about the business and Committed to the long term success of the Golf Industry.***

## 2. Hiring and Keeping the Right Professional for your Club

As a golf club, how can you afford not to have a Canadian PGA Member working for you?

A Canadian PGA Member provides your club with:

- Stability
- Confidence in your staff
- The Honesty and Trust that you expect from your Professional Staff
- The Best Business Practices in the industry at all times
- An open door to the strongest Network within the golfing community
- Buying power
- Education, and
- Knowledge

For some facilities in Alberta, it only takes \$45,000 per year, to have an introductory Member working hard for your club's benefit. By hiring a Canadian PGA Member, you have taken the first step in the right direction for the long term success of your golf club.

There are many ways to structure a contract with a Member of the Canadian PGA. Whether you want your Professional to be a salaried employee or enter into a profit sharing scenario, either way the goal is to have the Professional working for your club's long term benefit. The Alberta PGA can help you with the initial steps of putting the right Member into your Pro Shop to ensure the long term success of your operation, while providing your members with the highest level of service they have come to expect.

Based on the Ownership Structure and Club Type (Equity, Shareholders, Membership, Private, Public or Resort Club), a golf course will have different needs of their golf professional. While some courses will prefer a golf professional who is able to deliver strong teaching programs, junior programs and who is able to devote a reasonable amount of time to playing with your Members, other courses will prefer a professional who places more emphasis on merchandising and raising revenue for the club, through the promotion of the facility for tournament play. In all cases, the Alberta PGA has the right Professional for each and every club in the province.

To determine what type of golf professional you are looking for, the Alberta PGA has put two forms together which should assist your committee with the selection process. These forms will need to be completed by your selection committee and forwarded to the Alberta PGA.

The first form is the **Club Information Form**, which is general information about the golf course, the staff, the contact information, the number of rounds played, the green fee, the membership fee etc. This form will help the Alberta PGA with its records from year to year and provide some of the information required in determining what the appropriate number of professional staff for your facility will be.

The second form is the **Facility Analysis Form**, which will provide the Alberta PGA with financial and Membership Profile information, used to determine what the golf club is looking for, in an ideal candidate for their Head Professional.

Following receipt of these two forms, the Alberta PGA will forward a copy of its **Recommendations Report** to your selection committee. This will include all recommendations made by the Alberta PGA Employment Committee for your particular Club, with respect to the recommended Number of Professional Staff, as well as the recommended compensation levels for all Professional Staff. The Recommendations Report can be used in the development of a contract for the Head Professional.

If your facility plays host to 20,000 rounds per season, your Head Professional could cost you \$2.50 per round, and will contribute to earning much more for your club. How can you afford not to have one working for you?

### 3. Employment Process

How do we find the right Pro? How do we keep the right Pro? The Alberta PGA can assist the Golf Club with all underlined items below.

- i. Appoint a Selection Committee
- ii. Complete the Club Information Form (*optional*)
- iii. Complete the Facility Analysis Form (*optional*)
- iv. Meet with the Alberta PGA
  1. Review the Alberta PGA Recommendations Report
  2. Develop a Compensation Package for the Professional
  3. Develop a Job Description for the Professional
  4. Develop a Contract for the Professional
    - a. Term
    - b. Compensation
    - c. Duties of Club/Professional
    - d. Concessions, Vacations, Tournament Play
    - e. Termination
    - f. Disputes
    - g. Liquidated Damages
    - h. Renewal
    - i. Breach, Arbitration, Construction, Severability, Waiver, Waiver of Modification, Benefit and Assignment, Relationship between parties, Non-Assignment, Entire Agreement
- v. Collect resumes
- vi. Interview Candidates
- vii. Select the Ideal Candidate for the job
- viii. Additional Resources
  1. Letters of Correspondence
  2. Legal Questions and Answers Document
  3. Performance reviews
    - a. Employee Self Assessment
    - b. Third Party Performance Feedback
    - c. Performance Summary
    - d. Mid Year Review
  4. Sample Contracts
    - a. Standard Contract
    - b. Contract
    - c. Contract
    - d. Contract
    - e. Contract
  5. Sample Compensation Survey Results
  6. Current Compensation Survey Results Appendix A.
  7. Current Facility Survey Results Appendix B.

## a. Club Information Form

### Club/Regional Considerations

Region	
Other Location Considerations	
Type	
Population Within 50 km	

Club		
Address:		
City, Province:		
Postal Code:		
Website:		
Club Email:		
General Manager:		
Owner:		
Superintendent:		
Food & Beverage:		
President:		
Pro Shop Phone Number:		
Office Phone Number		
Fax Number:		

Number of Holes:	
Tournament Capacity: (Seated)	
Open/Close Date	
Schedule of Operation (# of days)	
Start/Last Tee Time - Normal	
Schedule of Operation (# of hours)	
Number of Outside Events/Tournaments	
Green Fee	
Green Fee - Regular Weekday	
Green Fee - Regular Weekend	
Green Fee - Junior	
Green Fee - Senior	
Green Fee - Twilight	
Green Fee - Other	

Green Fee Rounds	
Membership Rounds	
Complimentary Rounds	
Tournament Rounds	
<b>Total Rounds</b>	
Members - Men	
Members - Women	
Members - Junior	
Members - Senior	
<b>Total Members</b>	
Membership Fee - Men	
Membership Fee - Women	
Membership Fee - Junior	
Membership Fee - Senior	
Membership Fee	
Club Storage Fee	
Cart Fee	
Pull Cart Fee	
Driving Range Fee(s)	
Tournament Administration Fee	

### Number of Staff

#### Professional Staff

EP/Director of Golf	
Head Professional	
Associate	
Apprentice	
<b>Total Professional Staff</b>	

#### Other Staff

Front Shop Assistants	
Backshop	
Greens	
Office	
Food & Beverage	
Marshals	
Starters	
<b>Total Other Staff</b>	

<b>Total Staff at Facility</b>	
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**c. Recommendations Report**

**Number of Staff required**

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**Responsibilities of Professional Staff**

<i>To be attached</i>
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**Financial arrangements - Head Pro**

Salary	
Merchandise Sales	
Club storage, services	
Golf Cart	
Lessons	
Range	
Corporate Support, Incentives	
Medical/Dental	
Meals	
CPGA Dues	
Tournament Entries	
Clothing	
Seminars	
Buying Show	
Workshops	
Other 1 – RRSP	
Other 2 - Car/Allowance	
Other 3 – Bonus	
Other 4	
Value of Benefits	
Total Salary & Benefits	

**Financial arrangements - Staff**

Salary	
Lessons	
Medical/Dental	
Meals	
CPGA Dues	
Tournament Entries	
Clothing	
Seminars	
Buying Show	
Workshops	
Other 1 – RRSP	
Other 2 - Car/Allowance	
Other 3 – Bonus	
Other 4	
Value of Benefits	
Total Salaries & Benefits	

#### d. Sample Job Posting

## **ALBERTA PGA GOLF CLUB**

PRO-MANAGER

Deadline: *DATE TBD*

#### **Introduction**

Explanation of Club & Location, Brief Explanation of Position

Start Date

Club Activities and Personnel involved (working with/reporting to)

#### **Responsibilities**

1. Supervising approximately 18 staff members (Office, Pro Shop, Back Shop, Food & Beverage) and ensuring that all staff provide excellence in customer service, conveying an image that reflects the high standards of the entire facility.
2. Overseeing and maintaining the highest standards in the following aspects of the golf operation:
  - a. Pro Shop operation and Merchandise, Club Storage, Power Carts, Pull Carts, Driving Range
  - b. Computerized Handicap System
  - c. Competition and Events, including administering Rules of Golf, Scorecards, Pairing Sheets, Starting times, Scoring, Prizes
  - d. Clinics, Lessons
  - e. Junior Golf
3. Implementing all policies and plans established by owners
4. Monitoring Operational policies, procedures and budgets
5. Preparation of Club Financial statements
6. Monitoring of Club cash flows
7. Care and maintenance of facility's assets
8. Marketing and Promotion of the Golf Club
9. Ensuring Club Standards are met/exceeded at all times
10. Establishing and monitoring all Purchasing and Inventory procedures
11. Involved with all Club Meetings and Functions, internally and externally
12. Overseeing the tournament operation and organization

#### **REQUIRED QUALIFICATIONS**

1. Class 'A' Member in good standing with the Canadian PGA.
2. A minimum of five years previous experience in the capacity of General Manager or Head Professional.
3. Some Food & Beverage Experience is required.
4. Strong communications skills.
5. An ability to provide excellence in customer service.
6. Strong Financial Management skills.
7. Strong Managerial, Leadership, Promotional and Human Resource skills to promote the entire facility and motivate, direct and lead a customer service oriented team

#### **DESIRED QUALIFICATIONS**

1. Public and new golf course experience would be an asset.
2. A strong understanding of turfcare and facility maintenance would be an asset.

Remuneration for this position will start at approximately **TBD BY SELECTION COMMITTEE**. Applications must be received in the Alberta PGA Zone Office, no later than **5:00pm on DATE TBD BY SELECTION COMMITTEE**. All applications received will be forwarded by the Alberta PGA Zone Office to the GOLF CLUB SELECTION COMMITTEE for the interview and selection process. #204 – 5809 Macleod Trail SW, Calgary, AB, T2H 0J9, Email: [info@albertapga.com](mailto:info@albertapga.com), Fax: (403) 256-8895.

## **e. Professional Membership Categories and Job Responsibilities**

The Golf Professional is responsible for the entire golfing operation at most golf clubs. In order to ensure that the operation is running efficiently and to its maximum potential, the Canadian PGA seeks to train and educate its Members as leaders. There are several categories of Membership for a Golf Professional, with each having its unique job description and responsibilities. Members will be required to submit to the Alberta PGA Zone Office a completed **Employment Survey** and **Job Contract** and/or **letter of employment**. Members will also be responsible for submitting an initial **portfolio/profile** to the Zone Office, and will be expected to contribute on a regular basis to the development of this profile. The employment director of the Alberta PGA may refer to the Member Profile on hand for each Member of the Alberta PGA from time to time.

The following lists the categories of Membership in the Canadian PGA as well as some of the duties performed by the various professionals.

### **Executive Professional/Director of Golf/Pro-Manager**

1. Supervises
  - i. Office Staff
  - ii. Food & Beverage & Staff
  - iii. Superintendent & Staff
  - iv. Head Professional & Staff
2. Work with all Club Committees
3. Represent Golf Club at all functions
4. Minimum Education Level and/or Work Experience
5. Strong Leadership Ability
6. Playing Ability
7. Implements policies and plans established by Club
8. Monitors Operational policies, procedures, budgets
9. Involved with Long range planning of Club
10. Involved in the preparation of Club Financial statements
11. Involved in the monitoring of Club cash flows
12. Advice, recommendations to club re: construction, renovation, maintenance, supplies, equipment, services
13. Care and maintenance of facility's assets
14. Marketing of Golf Club
15. Ensuring Club Standards are met/exceeded at all times
16. Purchasing, inventory procedures
17. Involved with all Club Meetings, internally and externally
18. Involved with all Club Functions, internally and externally

## **Head Professional/Head Teaching Professional**

1. Direct golf program in cooperation with Club Committees
2. Ladies', Juniors, Men's, Budgets, Newsletters, upcoming events, special events, score cards, score sheets, rules sheets, prize presentations
3. Work with Club Manager, Superintendent, F&B Manager
4. Maintain Pro Shop, Merchandise (Special Orders, Payments, Inventory Control, Banking, Reciprocal)
5. Employ Assistant Professionals, Starters, Marshals, Backshop
6. Club storage
7. Pull carts, power carts, reservations, storage, damage check, incl. repairs, maintenance
8. Driving range (work with Superintendent)
9. Meetings (Directors, Greens, House, Other, CPGA, RCGA)
10. Golf instruction, training needs
11. Junior Golf Development
12. Starting of Play
13. Speed of Play
14. Rules of Golf
15. Club Tournaments (Scoring, Handicapping)
16. Dedication of time to play golf with Members
17. Enforce Club Rules
18. Represent Club in Provincial/National Events/Activities
19. Education and/or work experience level
20. Leadership ability
21. Playing Ability

### **Associate/Teaching Professional**

1. Has completed the Canadian PGA Apprentice Training Program
2. Eligible to become a Head Professional
3. Assist Head Professional, acting HP in absence
4. Teaching
5. Merchandising
6. Supervising of Select Staff
7. Dedication of time to play golf with Members
8. Administration of Select Programs
9. Golf Club Repairs
10. Knowledgeable on the Rules of Golf
11. Education and/or work experience level
12. Leadership ability
13. Playing Ability

### **Apprentice/Assistant Professional**

1. Must complete Canadian PGA Apprentice Training Program
2. 3 years of Employment
3. 3 years of Business School
4. 4 Teaching Workshops
5. 3 PGA Courses (Club Repair, Club Fitting, Rules)
6. 36 Hours of Seminars
7. Exam
8. Assist Head Professional
  - a. Teaching, Merchandising, Sales, Playing, Administration of Select Programs, Repairs, Rules
  - b. Education
  - c. Leadership
9. Playing Ability

### **Candidate**

1. Non Member of the Canadian PGA
2. Steps required to enter the Canadian PGA as a Candidate
3. 1<sup>st</sup> step is to gain employment with Head Professional by June 1<sup>st</sup>.
4. 2<sup>nd</sup> step is to complete application form, survey and attend Alberta PGA conducted Information Session
5. 3<sup>rd</sup> step is to successfully complete Playing Ability Test
6. Assist Professional Staff
  - a. Merchandising and Sales, Administration of Select Programs

## **f. Alberta PGA Sample interview questions**

1. What special programs have you created to stimulate interest for men, women, couples, seniors, juniors, corporate outings, etc.?
2. How much did play or regular participation increase because of these programs?
3. What has been your experience with food and beverage operations?
4. Who, in your estimation, are the types of people who will be playing at our facility? Give us an idea of the types of operating policies that you feel might be necessary in dealing with these people.
5. When was the last time you had to devise a budget? What factors did you have to watch most closely to make sure your budget stayed within the limits?
6. In golf, what is your greatest area of ability and what did you do to develop that strength?
7. Similarly, what is your weakest area of ability? What have you done to improve your qualifications in this area?
8. In what business-related activities have you been involved relative to local business organizations, civic groups, fund raising organizations, etc.?
9. What experience have you had with the local media in your area, which may be related to golf?
10. What experience have you had with group instruction? How large were the groups? What were the results of this instruction?
11. Outside golf, what are some of your areas of expertise?
12. What, if any, experience have you had with publicly funded committees and operations? If none, what experience would you expect to encounter with them?
13. How often have you done public speaking? What topics have you covered? To whom have you spoken? When was the last time you spoke publicly?
14. In what activities of the CPGA have you been involved? When did you last participate? What are you currently involved with in the CPGA?
15. What kind of people would you like to hire to assist in your golf shop? What would you encourage them to do to advance in their chosen profession? What do you think is an acceptable tenure for an assistant professional?
16. In your opinion, what is the most difficult thing about being a club professional? Why? What is the easiest part?
17. What are your personal career goals?
18. In your opinion, what is the role of the golf professional in the administration and enforcement of club rules and policies?
19. What is your philosophy about pricing goods and services to members? What justification do you have in support of this philosophy?
20. In your opinion, what should be the frequency and method of communication with each of the following:
  1. club or general manager?
  2. Course superintendent?
  3. Board of Directors?
21. What interaction should the golf professional have with club committees?

22. What policy do you feel the golf professional should exercise regarding the frequency he plays golf with members as well as the selection of members he plays with?
23. What are the strongest character traits you would bring to this club?
24. What are your weakest character traits? How are you trying to improve?
25. How do you feel that the golf professional should be regarded in the eyes of the members in each of the following:
  1. as a person?
  2. as part of the complete operation of the club?
  3. as a member of the community at large?
26. What things do you value most in a relationship between an employer and an employee?
27. What policy would you like to see regarding accessibility to the golf course by junior golfers? Why?
28. Why should we hire you?
29. Discuss the qualifications that make you think you will succeed.
30. What three accomplishments have given you the most personal satisfaction?
31. What three things are most important to you in your job?
32. What have you learned from your mistakes?
33. What are your prominent work habits?
34. If you were not employed here, where else would you consider looking?
35. What kind of work situation interests you?
36. How much responsibility do you like to have? Have you ever written a policy statement or operations manual?
37. Do you mind if we do a credit check on you with your banking institution and credit bureau?

## **g. Letters of Correspondence**

### **ACKNOWLEDGEMENT LETTER**

Dear

I wish to officially acknowledge receipt of your resume and your desire to be the next Head Professional at (name of club or course). As you might guess, the CPGA Professional Selection Committee wishes to be very careful and thorough in its selection. Therefore, the following time schedules have been determined.

Recruiting efforts have begun and resumes of interested persons are to be at (club name) by January 10, 20\_\_\_. During the week of January 16-23, 20\_\_\_, the Selection Committee will do its initial screening and determine those to be invited to (club name) for an interview with the Committee. These interviews will take place in early February with final selection of the new Head Professional to be made no later than February 15, 20\_\_\_.

In the meantime, if you have any questions concerning the selection process of the professional position at (club name), please do not hesitate to call me. I have enclosed some information about (club name) I thought might interest you.

Sincerely,

(name of club or course)

Chairman Selection Committee

enclosures

cc: CPGA Professional Selection Committee

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### **INVITATION LETTER**

Dear

The CPGA Professional Selection Committee of (club name) would like to extend an invitation for you to appear at (club name) on February 10, 20\_\_\_ at 10 am, as was previously confirmed by telephone.

The interview will take place in two parts. First you will be interviewed by our CPGA Professional Selection Committee and then we ask that you make a presentation that outlines why you feel you should be our next Head Professional. Please inform our main reception desk of any audio visual needs you may have for your presentation.

We look forward to meeting with you.

Sincerely,

(name of club)

Chairman Selection Committee

cc: CPGA Professional Selection Committee

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### **REGRETS LETTER**

Dear

On behalf of the Board of Trustees and the CPGA Professional Selection Committee of (name of club) we wish to thank you for your interest in the Head Professional position. Your resume and personal presentation at the final interview were excellent.

The Committee would like you to know that they were proud to have you as a finalist. Many people around the area have indicated to us over the past few weeks that you are a fine person and a high calibre CPGA professional. The Selection Committee found it very difficult to make a decision, but had decided to hire (name of successful candidate) of the (previous position).

We will be watching your career with interest and will look forward to continuing friendships made this past weekend.

Sincerely,

(name of club)

Chairman Selection Committee

## 4. Legal Questions and Answers

*Research answers to the questions presented by the members of the Alberta Professional Golfers' Association regarding various employment issues arising under the Alberta Employment Standards Code (the "Code"). The following is the result of that analysis. This document is for discussion purposes only. Its contents do not hold the Alberta PGA or its Members liable in any way.*

***For a seasonal salaried employee, does the employer have to provide holiday pay or days in lieu to satisfy government regulations?***

***For a seasonal hourly employee, does the employer have to provide holiday pay or days in lieu to satisfy government regulations?***

Yes, the employer must pay holiday pay in such situations, regardless of whether the employee is seasonal salaried or seasonal hourly.

Under the Code, the only employees who are exempt (i.e. ineligible) from application of the general holidays and general holiday pay are:

- employees on a farm or a ranch
- salespersons who mainly work outside the employer's place of business
- various other types of salespersons
- professionals such as real estate brokers, and licensed insurance and securities salespersons
- instructors or counselors at a non-profit educational or recreational camp
- extras in a film or video production
- employees covered by other Acts (academic staff)
- municipal police officers.

According to the Code and the regulation thereunder, employees eligible for holiday pay are those who have:

- worked for the employer for at least 30 working days or shifts in the year before the general holiday,
- worked their last scheduled shift before, and the first scheduled shift after, the holiday (employees will remain eligible if they have the employer's permission to be absent for either or both of these shifts), and
- have not refused to work on the general holiday when asked to do so.

The following rules apply to the payment of employees on a general holiday:

- *Eligible employee – normally scheduled to work on day of the holiday – does not work*  
The employee is entitled to be paid at least average wages for the day (normally this would be regular wages for the day).
- *Eligible employee – normally scheduled to work on day of the holiday – works*  
Employee is entitled to the usual wage for the day PLUS time-and-a-half for all hours worked,  
**or**  
Employee can be paid regular wages for the day of the holiday and, before their next annual vacation, be given another holiday off with pay. The replacement holiday must be a day on which the employee is normally scheduled to work.
- *Eligible employee – not normally scheduled to work on day of the holiday – does not work*  
Employee is not entitled to receive pay for the holiday nor another day off with pay.

- *Eligible employee* – not normally scheduled to work on day of the holiday – works  
Employee is entitled to be paid time-and-a-half for all hours worked
- *Ineligible employee – does not work on day of the holiday*  
Employee is not entitled to receive pay for the holiday nor another day off with pay.
- *Ineligible employee – works on day of the holiday*  
Employee is entitled to be paid at regular rates of pay for all hours worked.

If employees work an irregular schedule and there is doubt about whether the holiday is a day on which the employee is normally scheduled to work, it is to be resolved as follows; if during at least five of the last nine weeks, the employee regularly worked on the day of the week that the general holiday falls, the holiday is to be considered a day that would normally have been a workday for the employee.

***Are employers obliged to pay overtime or bank hours for those employees working more than the 44 hour per week allotment?***

***What are overtime pay rates?***

Yes. All employees, including those who are paid a weekly, monthly, or annual salary, must be paid overtime pay for overtime hours they work. According to the Code and the regulation thereunder, the only employees who are exempt from overtime and overtime pay are:

- employees on a farm or a ranch
- domestic employees
- various types of salespersons
- professionals such as real estate brokers, and licensed insurance and securities salespersons
- professions such as architects, engineers, lawyers, psychologists and information systems professionals
- managers, supervisors and those employed in a confidential capacity
- licensed land agents
- instructors or counselors at a non-profit educational or recreational camp
- extras in a film or video production
- employees covered by other Acts (academic staff)
- municipal police officers.

Overtime is required to be paid for all hours worked in excess of eight hours a day, and/or 44 hours a week. Overtime hours are to be calculated both on a daily and on a weekly basis. The higher of the two numbers is overtime hours worked in the week.

Overtime must be paid at the rate of at least 1.5 times the employee's regular wage rate. The sole exception applies where the overtime is accumulated under an overtime agreement.

If an employee is paid by a combination of salary and incentive pay, and the salary is greater than minimum wage, the salary establishes the hourly rate for the purpose of calculating overtime entitlements.

Some employers and employees agree to replace overtime pay wholly or partly with time off with pay. This is done through the use of an overtime agreement. An overtime agreement allows overtime hours to be banked and later taken off with pay, hour for hour, during regular work hours. There are a number of rules that apply with respect to overtime agreements:

- The agreement can be between an employer and a single employee or with a group of employees, or the overtime agreement can be part of a collective agreement.

- Overtime hours are calculated the same way under an overtime agreement as it would be if overtime pay is to be paid at time-and-a-half.
- The Code requires an overtime agreement to be in writing. Employers must give employees who are covered by an overtime agreement a copy of the agreement.
- Time off must be taken within three months of the end of the pay period in which the overtime was earned.
- If time off is not taken, overtime hours must be paid out at time-and-a-half.

***If it is raining, does the employer have the right to contact a staff member before their scheduled shift to tell them not to come in? If so, is the employer still obligated to pay a minimum number of hours?***

***What is the minimum number of hours an employer must pay if a staff member comes to work but is sent home?***

An employer *does* have the right to contact a staff member before their scheduled shift to tell them not to come in. The Code requires 24 hours notice of a 'shift change.' However, if the employer *actually reaches* the employee before they come in, even on less than 24 hours notice, the employer is not obligated to pay a minimum number of hours.

If an employee reports to work as scheduled, or as requested, or the employee arrives and is told there is no work available (that is, the employer did not reach the employee directly prior to their shift), or work is provided for only a short period, employees must receive an amount which is at least equal to 3 hours pay at minimum wage. Currently this amounts to \$17.70 (3 hours x \$5.90 per hour). *For example:* 1.5 hours worked times the employee's regular rate of \$10/hour = \$15. The \$15 payment is less than \$17.70. Therefore, the employee must receive at least \$17.70 for this time worked.

***Can an employer get the employee to sign a contract or waiver to alter his rights?***

No, the Code establishes minimum standards of employment for employers and employees in the workplace. Part 1, Section 4 of the legislation specifically states:

An agreement that this Act or a provision of it does not apply, or that the remedies provided by it are not to be available for an employee is against public policy and void.

***Due to weather or other circumstances, if a salaried employee works less time than the legal standard, can the employer bank the hours he/she is owed by the staff member?***

No. See response to question (4) and (5). In fact, if the employee works only 6 hours one day (2 hours less than the daily standard) and 10 hours the next, the employer must still pay the employee 2 hours overtime for the extra 2 hours worked the second day.

***Does an employer have to pay severance to a seasonal salaried employee, a full time salaried employee, or a seasonal hourly employee? How much and how is this determined?***

***Where a contract expires and the club does not renew, is the employee entitled to severance?***

***What is the Value of a Contract? Is it better just to be an employee?***

As the standards apply to all Alberta employers and employees except:

- those who are subject to federal legislation,
- construction employees,
- employees covered by other Acts (academic staff),

- municipal police officers, or
- where the employment is casual and intermittent, with the employee deciding whether or not to work when requested to do so by the employer, termination notice or pay in lieu is required in all cases where an employee is let go, regardless of whether an employee is a seasonal salaried employee, a full time salaried employee, or a seasonal hourly employee (subject to the qualification below).

However, where the employee was hired for a definite term or task of less than 12 months, at the end of which the employment terminates, or where the employee was hired on a seasonal basis and *at the end of the season* the employment is terminated, notice or severance is not required. Severance pay is also not required where the employee has been employed for 3 months or less.

The employer must give written termination notice of:

- one week for employment of more than 3 months, but less than 2 years;
- two weeks for employment of 2 years or more, but less than 4 years;
- four weeks for employment of 4 years or more, but less than 6 years;
- five weeks for employment of 6 years or more, but less than 8 years;
- six weeks for employment of 8 years or more, but less than 10 years;
- eight weeks for employment of 10 years or more.

The employer may provide termination pay for the appropriate period or a combination of termination notice and termination pay.

Where the wages of an employee vary from one pay period to another, the average of the employee's wages for the three month period immediately prior to the termination is to be used.

With respect to whether a written contract is better than not having one, it is always better to have a written agreement to eliminate any confusion or debate at a later date. One thing that must be kept in mind, however, is that the written agreement must contain terms at least as favourable as the Employment Standards Code minimum or the whole contract might be void. Without written terms, the implied term under the Code and at common law would apply. Therefore, it is always better to particularize the employment relationship in writing.

***Can an employee be terminated at any time?***

There are two situations where an employer may not dismiss an employee:

- when an employee is on maternity or parental leave,
- when an employee's wages are garnisheed.

Otherwise, proper notice or termination pay must be provided when dismissing an employee, as described in questions (9) and (10).

***How important is it to document meetings, reprimands, evaluations and all other staff communications?***

***What is the best way to terminate a seasonal employee/long term employee?***

For "no cause" terminations, a seasonal employee should simply be advised that they will not be required the following season when their seasonal contract concludes. For non-seasonal employees, a "no cause" termination will result in the employer having to provide both employment standards and common law reasonable notice, or payment in lieu thereof.

For a "cause" termination, the emphasis on "due process" is part of a trend of the courts to apply principles of substantive fairness to the employment relationship by asserting that employment is not simply a matter of private contract, but also a social institution that ought to be reflective of the values of Canadian society as construed by the court. Part of this trend includes the imposition on employer's of a duty of "good faith and fair dealing" in the manner in which an employee is dismissed: *Wallace v. United Grain Growers* (1997), 152 D.L.R. (4<sup>th</sup>) 1 (S.C.C.).

The courts are paying greater attention to the steps taken by employers in arriving at the decision to dismiss employees for cause. Failure to act on the basis of the new standards suggested in the courts may result in a court finding that the employee was wrongfully dismissed.

As a result of the decision by the Supreme Court of Canada in *McKinley v. B. C. Tel* (2001), 200 D.L.R. (4<sup>th</sup>) 385, employers who contemplate dismissing an employee for cause need heightened sensitivity to the process they follow before and when conducting the dismissal, in the information they collect to justify the dismissal, and in weighing the balance between the crime and the penalty. Some advice and potential considerations are as follows:

Implement policies concerning conduct. If policies have been implemented, follow them if they are applicable to the situation of the employee in question.

When warning an employee about unacceptable behaviour, verbal warnings should be followed up with written confirmation. A written statement should cover all the areas of concern, but be as specific and clear as possible.

If the conduct or the situation is sufficiently serious, a written warning should state that termination of employment will result if the conduct continues.

If problems with competence or performance have been identified, the employer should usually give the employee a reasonable period of time to correct the problem.

When wrongdoing, theft, or dishonesty are the issue, a full investigation of the situation seems to be a requirement in all but the most obvious cases.

When an investigation of wrongdoing or dishonesty leads to a conclusion that the employer has cause of dismissal, a prudent employer will not summarily terminate. The prudent course is usually to put these conclusions to the employee, and give him or her an opportunity to respond.

Before deciding on termination, consideration of whether alternatives short of dismissal are proper is a prudent course.

Keep detailed written information well organized and in a safe place, particularly where such evidence was crucial to a finding of dishonest conduct, theft, or other serious misconduct.

Finally, employers are called upon to weigh the misconduct against all the circumstances of the employment relationship with a view to doing justice as between the employer and the employee. The courts appear to be demanding that employers pose that question from a perspective which takes into account both the interest of the employer and the employee.

### ***What are the basic questions that cannot be asked during an interview?***

Section 8 of the Alberta *Human Rights, Citizenship and Multiculturalism Act* prohibits discrimination in employment, including job advertisements, applications and interviews, on the basis of race, religious beliefs, colour, gender, physical disability, mental disability, marital status, age, ancestry, place of origin, family status and source of income of any person. This section now also includes sexual orientation pursuant to the recent Supreme Court of Canada decision in *Vriend v. Alberta* (1998) 1 S.C.R. 493.

Questions asked during an interview should only relate to job-related requirements and past job performance. The following may be inappropriate:

- Questions eliciting information about physical characteristics, which may give rise to a complaint of discrimination on the basis of race or colour.
- Inquiries as to religious affiliations, customs observed, willingness to work on a specific day, or involvement in club memberships or social organizations, which may give rise to a complaint of discrimination on the basis of religion or ethnic background.
- Inquiries about Canadian citizenship, landed immigrant status or permanent residency, which may give rise to a complaint of discrimination on the basis of race, ancestry, or place or origin.
- Even requests for a social insurance number at the application stage may be prohibited because a social insurance number may reveal information about an applicant's place of origin or citizenship status. However, an employer is permitted to ask whether an applicant is legally entitled to work in Canada.
- Questions about an applicant's mother tongue or language skills, which may give rise to a complaint of discrimination on the basis of race or ethnic origin. However, an employer can ask an applicant whether he or she understands, reads, writes or speaks specific languages required for the position.
- Inquiries into marital status, including inquiries as to maiden name or classification of "Mr. Mrs., Miss, Ms.", are inappropriate.
- Asking an applicant's age or date of birth is prohibited. However, it is permissible to ask whether an applicant is between the ages of 18 and 65.

In conclusion, an employer is wise to inquire only into those areas which relate to job performance and job-related characteristics when asking questions either on an application form, during the interview process or when contacting an applicant's references.

### ***What is the definition of harassment/sexual harassment?***

#### ***Harassment***

Harassment occurs when someone is subjected to unwelcome verbal or physical conduct. Harassment is a form of discrimination which is prohibited in Alberta in the *Human Rights, Citizenship and Multiculturalism Act* under the following grounds:

- |                                 |                      |
|---------------------------------|----------------------|
| • Race                          | • Ancestry           |
| • Religious beliefs             | • Place of origin    |
| • Colour                        | • Marital status     |
| • Gender                        | • Source of income   |
| • Physical or mental disability | • Family status      |
| • Age                           | • Sexual orientation |

Unwanted physical contact, attention, demands, jokes or insults are harassment when they occur under any of the areas protected in the *Alberta Human Rights, Citizenship and Multiculturalism Act*. These areas are publications, notices, signs and other public representations; accommodations, goods services and facilities customarily available to the public; tenancy; *employment practices including job applications and advertisements*; membership in trade unions, employers' organizations or occupational associations.

Verbal or physical abuse, threats, derogatory remarks, jokes, innuendo or taunts about appearance or beliefs are all examples of harassment; the display of pornographic, racist or offensive images; practical jokes that result in awkwardness or embarrassment; unwelcome invitations or requests, either indirect or explicit; intimidation, leering or other objectionable gestures; condescension or paternalism that undermines self-confidence, unwanted physical contact such as touching, patting, pinching or punching are all examples of harassment. Harassment can also be outright physical assault.

Employers are legally responsible for actively discouraging and prohibiting humiliating conduct or language that results in one employee's working conditions being less favourable than another's. Also, when a co-worker harasses another employee, the employer may be held responsible.

When a supervisor harasses an employee, it is an abuse of authority and the employer may be held responsible. It is inappropriate behaviour that may deny equal employment opportunity to the employee who is harassed.

### *Sexual Harassment*

Sexual harassment is a form of discrimination under the *Human Rights, Citizenship and Multiculturalism Act* on the grounds of gender. Sexual harassment is unwanted, often coercive, sexual behaviour directed by one person toward another. It is emotionally abusive and creates an unhealthy, unproductive atmosphere in the workplace.

Sexual harassment can be expressed in many ways, from very subtle to most obvious, through any of the following:

- suggestive remarks, sexual jokes or compromising invitations
- verbal abuse
- visual display of suggestive images
- leering or whistling
- patting, rubbing or other unwanted physical contact
- outright demands for sexual favours
- physical assault.

The Supreme Court of Canada has decided that in cases of proven sexual harassment, employers are responsible for the actions of their employees. Lack of awareness by management does not necessarily eliminate this liability. In Alberta, employers are responsible for maintaining a work environment free from sexual harassment for all employees, customers and clients. A supervisor who neglects to follow up on a complaint of sexual harassment may be liable under the *Human Rights, Citizenship and Multiculturalism Act* for failing to take prompt and appropriate action.

## 5. Review Process – a. Employee Self Assessment



Alberta PGA

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### EMPLOYEE SELF ASSESSMENT

Performance Planning and  
Development

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Employee's Name

Date:

1. In relation to your performance, development plans and goals, what were your key accomplishments during the year?
2. What other accomplishments did you achieve in addition to those identified in your performance, development plans and goals?
3. Were there any aspects of your performance, development plan, and/or goals that were not met? And what were the contributing factors?
4. How can you, your supervisor or the Alberta PGA overall, help to improve your effectiveness in your current position? Please be specific, i.e. information, communication, working conditions, constraints, etc.
5. Additional comments for discussion.

Signature \_\_\_\_\_

Date: \_\_\_\_\_

**b. Third Party Performance Feedback**



Alberta PGA

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**THIRD PARTY PERFORMANCE FEEDBACK**  
Performance Planning and Development

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EMPLOYEE NAME

SUPERVISOR NAME

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1. What was the nature of the assignment, including duration, that the employee worked with you?:
  
  
  
  
  
  
  
  
  
  
2. Related to the assignment, what contributions did the employee make? (provide specific example(s) of behavior and impact.):
  
  
  
  
  
  
  
  
  
  
3. Related to the assignment, what suggestions might you make to help this employee plan for their development and career growth? (provide specific example(s) of behavior and impact.)
  
  
  
  
  
  
  
  
  
  
4. Other comments or feedback related to performance?

THIS INFORMATION WILL BE COMBINED WITH OTHER SOURCES OF INPUT AND SHARED WITH THE EMPLOYEE DURING HIS/HER PERFORMANCE DISCUSSION IN THE SPIRIT OF CONTINUOUS IMPROVEMENT.

Signature \_\_\_\_\_

Date: \_\_\_\_\_

**c. Performance Summary**

Alberta PGA



**PERFORMANCE SUMMARY AND RATING**

**Performance Planning and Development**

NAME		POSITION
PREPARED BY	DISCUSSION DATE	FOLLOW UP DATE

**Performance Summary:** The rating and comments in this section should summarize the employee's performance as it relates to all aspects of fulfilling his/her current role - Achievement of Goals; Demonstration of Leadership Attributes; Meeting the on-going and/or changing requirements of the position.

*Performance Definitions on Back of Form*

- |   |   |
|---|---|
| <input type="checkbox"/> New in Position    | <input type="checkbox"/> Exceptional          |
| <input type="checkbox"/> Fully Satisfactory | <input type="checkbox"/> Improvement Required |

SUPERVISOR COMMENTS:

EMPLOYEE COMMENTS:

EMPLOYEE SIGNATURE

SUPERVISOR SIGNATURE

NEXT LEVEL SIGNATURE

## **PERFORMANCE RATINGS**

### **NEW IN POSITION**

Where employees are new in their jobs at the time of performance appraisal, the performance rating should be "New in Position." This applies if:

- they have held the new job for a relatively short period of time (three to six months depending on the complexity of the new position),
- if applicable, it is unreasonable to assess performance entirely on the prior job.

### **FULLY SATISFACTORY**

Indicates a job well done and is the most common rating. Fully satisfactory performance means that the individual is effective in his or her role, has met the accountabilities of the position and has, on average, achieved his or her goals. *This does not mean that all targets have been met or exceeded. Some targets may be exceeded and some may come close to being met.* Fully satisfactory reflects strong performance and quality work.

### **EXCEPTIONAL**

An Exceptional rating indicates that the individual is very effective, has met all accountabilities and has significantly exceeded a number of goals.

### **NEEDS IMPROVEMENT**

A Needs Improvement rating will result if the individual is, on balance, unable to meet the goals and accountabilities of the position and needs to work to improve personal effectiveness.

### **TO REMEMBER IN COMPLETING THIS FORM:**

- Supervisory comment section should reflect or be consistent with discussions during the performance meeting
- Employee comment section should include any additional insights or comments not reflected in supervisory comments
- Employee signature indicates that the employee and supervisor have discussed the performance summary and rating

**d. Mid Year Review**

Alberta PGA



**MID YEAR REVIEW**

NAME	POSITION
PREPARED BY	DISCUSSION DATE
	FOLLOW UP DATE

**Mid Year Review Discussion Tool**

**Purpose** For the employee and their leader to exchange information on the employee's current performance and short-term development options. It is designed to be mutually beneficial: this is part of the PPD (Performance Planning & Development) process and feeds into Succession Planning.

**Expected outcomes** The discussion creates a forum for:

- Providing mutual and open dialogue about the employee's performance (taking stock of objectives and clarifying what else needs to occur in order to complete annual objectives)
- Discussing short-term development options that can help the employee to achieve current objectives

**Instructions**

- Before: Both the leader and the employee prepare for the mid-year review using this tool as a guide
- During: Use the form as a discussion guide during the discussion
- After: Both the leader and employee are encouraged to document their discussion as input into the annual PPD.

**1) Review of Key Objectives for this year (employee brings goals and objectives and is prepared to discuss progress)**

Key Objectives	Done	On Target	Problems	N/A
•				
•				
•				
•				

**2) How effectively is the employee handling these objectives? (optional - refer to p. 2, Capabilities Checklist)**

**3) Are there any barriers/challenges threaten the completion of the employee's key objectives? e.g. work processes, team support, leadership support, lack of clarity, changing priorities, etc.**

**4) What can be done in terms of removal of barriers and/or development options to support the achievement of the employee's objectives? (Optional - refer to p.2 for Capabilities Checklist).**



**CAPABILITIES CHECKLIST**

NAME		POSITION	
PREPARED BY		DISCUSSION DATE	FOLLOW UP DATE

**Technical Effectiveness (relevant to current role, and objectives) - optional**

What technical capabilities does the employee excel at?	What technical capabilities need development?
<ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>•</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>•</li> <li>•</li> </ul>

**Personal Effectiveness (Employee Capability Model) - optional**

Key Capability	Specific Capabilities	1-3 Key Strengths (relevant to objectives)	1-3 Key Developmental Areas (relevant to objectives)
Self-Management	<ul style="list-style-type: none"> <li>• Initiative</li> <li>• Managing Priorities</li> <li>• Commitment to Learning</li> </ul>		
Thinking Skills	<ul style="list-style-type: none"> <li>• Analysis</li> <li>• Problem Solving &amp; Decision Making</li> <li>• Innovation/Creativity</li> </ul>		
Customer Skills (internal & external)	<ul style="list-style-type: none"> <li>• Customer Focus</li> <li>• Consistently Meeting Expectations</li> <li>• Creating Opportunities</li> <li>• Ensuring Customer Satisfaction</li> </ul>		
Building Relationships	<ul style="list-style-type: none"> <li>• Teamwork</li> <li>• Conflict Management</li> <li>• Influencing Others</li> <li>• Value Diversity</li> <li>• Networking</li> </ul>		
Communication Skills	<ul style="list-style-type: none"> <li>• Listening, Understanding, and Responding</li> <li>• Business Communication</li> <li>• Strategic Communication</li> </ul>		
Change Management	<ul style="list-style-type: none"> <li>• Creating Positive Change</li> <li>• Continuous Improvement</li> <li>• Change Management</li> </ul>		
Business Skills	<ul style="list-style-type: none"> <li>• Knowledge of the Business</li> <li>• Planning &amp; Execution</li> <li>• Drive for Results</li> <li>• Entrepreneurial Skills</li> <li>• EH &amp; S Leadership</li> </ul>		
Technical Skills	<ul style="list-style-type: none"> <li>• As identified above in part 1</li> </ul>		

## Leadership Effectiveness (Leadership Capability Model) – optional

Leadership Capability	Key Strength (relevant to objectives)	Key Developmental Area (relevant to objectives)
• Strategy Development & Implementation		
• Sustained Growth		
• International		
• Integrated Suncor Business Knowledge		
• People Development		
• Leadership		

### Manager Once Removed (MOR) Discussion Tool

**Purpose** To exchange information on the employee's career goals, performance and development options. It is designed to be mutually beneficial; it feeds into both the PPD (Performance Planning & Development) process and Succession Planning

**Expected outcomes** The discussion creates a forum for:

- Providing mutual and open dialogue about performance (how is the individual excelling and how can they enhance their performance?)
- Providing the leader with information about the employee's career goals.
- Providing an additional perspective to the employee about their career goals
- Discussing development options that can help the individual in pursuit of their career goals and/or enhancing current performance

**Instructions**

- Before: Both the MOR and the employee each prepare answers for their portion of page 1 and as an option complete page 2 of this form
- During: Use the form as a discussion guide
- After: Both the leader and employee are encouraged to keep copies of completed forms

Topic	Employee Describes	Leader Describes
<b>Employee's Current Role and Performance</b> (15-30 min)	<ul style="list-style-type: none"> <li>• Brief description of your current role and key goals</li> <li>• What you like, find inspiring about your current role</li> <li>• What you find difficult, challenging about current role</li> <li>• What you excel at</li> <li>• What you need to develop to be more effective (see capabilities list)</li> </ul>	<ul style="list-style-type: none"> <li>• Your perspective of the employee's current performance:               <ul style="list-style-type: none"> <li>– What (s)he excels at</li> <li>– What (s)he needs to develop</li> </ul> </li> <li>• (Refer to Capabilities list on page 2)</li> </ul>
<b>Career Aspirations</b> (10-20 min)	<ul style="list-style-type: none"> <li>• What potential work/positions you might like to pursue.</li> <li>• This is intended to be an exploration of possibilities as opposed to certainties. It provides an opportunity to explore suitability to different positions and or types of work within the organization</li> </ul>	<ul style="list-style-type: none"> <li>• Based on the individual's performance and strengths to date, the kinds of work/positions that (s)he might be suited to in the organization.</li> <li>• How would the organization like to use the talents of this individual?</li> <li>• This is intended to be an exploration of possibilities as opposed to certainties. It provides an opportunity to explore suitability to different positions and or types of work within the organization</li> </ul>
<b>Development</b> (10-20 min)	<ul style="list-style-type: none"> <li>• Given the discussion on career possibilities, and performance in your current role, what development do you think you need (projects, training, mentoring, on-the-job development, etc)</li> </ul>	<ul style="list-style-type: none"> <li>• How can you/the organization support the employee in development efforts?</li> </ul>

**Technical Effectiveness (relevant to current role, and/or potential roles in the future)**

What technical capabilities does the employee excel at?	What technical capabilities need development?
• •	• •

**Personal Effectiveness (Employee Capability Model)**

Key Capability	Specific Capabilities	1-3 Key Strengths (relevant to current or future role)	1-3 Key Development Areas (relevant to current or future role)
Self-Management	<ul style="list-style-type: none"> <li>• Initiative</li> <li>• Managing Priorities</li> <li>• Commitment to Learning</li> </ul>		
Thinking Skills	<ul style="list-style-type: none"> <li>• Analysis</li> <li>• Problem Solving &amp; Decision Making</li> <li>• Innovation/Creativity</li> </ul>		
Customer Skills (internal & external)	<ul style="list-style-type: none"> <li>• Customer Focus</li> <li>• Consistently Meeting Expectations</li> <li>• Creating Opportunities</li> <li>• Ensuring Customer Satisfaction</li> </ul>		
Building Relationships	<ul style="list-style-type: none"> <li>• Teamwork</li> <li>• Conflict Management</li> <li>• Influencing Others</li> <li>• Value Diversity</li> <li>• Networking</li> </ul>		
Communication Skills	<ul style="list-style-type: none"> <li>• Listening, Understanding, and Responding</li> <li>• Business Communication</li> <li>• Strategic Communication</li> </ul>		
Change Management	<ul style="list-style-type: none"> <li>• Creating Positive Change</li> <li>• Continuous Improvement</li> <li>• Change Management</li> </ul>		
Business Skills	<ul style="list-style-type: none"> <li>• Knowledge of the Business</li> <li>• Planning &amp; Execution</li> <li>• Drive for Results</li> <li>• Entrepreneurial Skills</li> <li>• EH &amp; S Leadership</li> </ul>		
Technical Skills	• As identified above in part 1		

**Leadership Effectiveness (Leadership Capability Model: if applicable, complete according to your leadership level)**

Leadership Capability	Key Strength (relevant to current or future roles)	Key Development Areas (relevant to current or future role) (relevant to current or future roles)
• Strategy Development & Implementation		
• Sustained Growth		
• International		
• Integrated Suncor Business Knowledge		
• People Development		
• Leadership		

Employee's Name: \_\_\_\_\_

MOR's Name: \_\_\_\_\_

This Form Completed By: \_\_\_\_\_

## 6. Sample Contracts – a. Standard Contract

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN \_\_\_\_\_ hereinafter called the "Club" of the First Part And  
\_\_\_\_\_ hereinafter called the "Professional" of the Second Part.

WHEREAS the Club is desirous of engaging the services of the Professional; AND WHEREAS the Professional is desirous of undertaking the duties of Golf Professional at the Club; THEREFORE in consideration of the covenants and mutual premises contained herein and for other good and sufficient consideration, the parties hereto hereby agree as follows:

### RELATIONSHIP OF THE PARTIES

1. The relationship between the parties hereto shall be that of independent contractors. Nothing herein shall, or shall be deemed to, constitute the Professional as an employee of the Club. The Professional shall be responsible for all income taxes, Canada Pension Plan and Unemployment Insurance remittances and all other taxes payable by him and arising from the compensation paid to him. The Professional shall not act to create any liability upon the Club or to bind the Club in any manner whatsoever. The Professional shall provide his services as Golf Professional exclusively to the Club for the Term of this Agreement. The Professional's services shall include: acting as a consultant to the Club's members, a facilitator of golf events at the Club and those Duties Of The Professional set out herein. This Agreement shall not, however, prevent the Professional from engaging in such other business activities as the Professional may deem appropriate providing such activities do not interfere with the obligations of the Professional under this Agreement.

### TERM

2. The Term of this Agreement ("the Term") shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and shall end on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### COMPENSATION

3. The Club shall pay to the Professional compensation at the rate of \$ per annum payable in arrears in equal monthly installments commencing the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. In the event that any part of the Term shall be for a period that is less than one year in length, the compensation to be paid to the Professional shall be pro-rated to accommodate that part of a year.

### DUTIES OF THE PROFESSIONAL

4. The following shall constitute the Duties of the Professional:
- a. The Professional shall conduct himself at all times in accordance with such standards as are considered appropriate for members of the Canadian Professional Golfers' Association ("CPGA").
  - b. The Professional shall devote such time as is necessary to perform his duties to the Club.
  - c. The Professional shall be responsible for and shall organize and conduct all Club golf tournaments and shall initiate and promote, for members and guests, such other golf activities as the Professional, in his sole discretion acting reasonably, shall deem appropriate.
  - d. The Professional shall hire, train and maintain a full staff of employees, including assistant Professionals, to ensure that Club members and guests receive adequate service in accordance with the standards of the Club. In addition, the Professional shall supervise and train the starters, caddies and caddy masters as may be employed by the Club from time to time.
  - e. The Professional shall cooperate with the Chair of all Club committees, including Golf, Greens, House, Match and Handicap Committees. The Professional shall provide such advice, opinions, professional assistance and services to the Club committees as they may reasonably require.

- f. The Professional shall cooperate and work closely with the Club Manager and Superintendent in an effort to ensure the organized management of the Club's golf services and facilities.
- g. The Professional shall be responsible and shall report to the Club's Board of Directors (the "Board") and shall take direction from the Board. The Professional or his staff shall provide golf lessons to Club members, as required to meet the reasonable requirements of the members, at rates mutually agreed upon between the Professional and the Board. The Professional shall be entitled to all fees generated as a result of providing golf lessons.
- h. The Professional shall be responsible for care and handling of members' golf clubs, including storage, cleaning and providing minor repairs at such charges as shall be mutually agreed upon between the Club and the Board. The service charges received by the Professional for such services shall be retained by the Professional. The Professional shall not be responsible for obtaining and providing insurance coverage for members equipment while such equipment is in the Club's storage area.
- i. The Professional shall be responsible for the operation of the Club's practice range which shall include, inter alia, supplying range balls and other equipment for the members use and providing such staff as may be necessary to properly service the area. The Professional shall not be responsible for grass cutting and maintenance to the practice range. All Charges to the members for use of the practice range shall be at rates mutually agreed upon between the Professional and the Board. The Professional shall be entitled to retain all income from the operation of the practice range.
- j. The Professional shall furnish, equip, stock and operate a Pro Shop in a location determined by the Club sufficient to fulfil the equipment needs of the Club members. All proceeds from the Pro Shop operation shall be retained by the Professional. The Professional shall be responsible for obtaining and maintaining replacement insurance coverage on all stock in trade, furniture and tools owned by him and used in the operation of the Pro Shop.
- k. The Professional shall maintain a good credit rating with suppliers, manufacturers and others so as to protect the reputation of the Club.
- l. The Professional shall be responsible for the registration of power carts and pull carts to members and guests and shall handle the placing of golf bags on and off said carts. If the power carts are owned by the Professional, the rates charged to members shall be as mutually agreed upon between the Professional and the Board. All revenues received by the Professional from members shall be retained by the Professional. If the power carts are owned by the Club, the Professional shall charge rates as determined by the Board and shall receive \_\_\_\_\_ percent of the gross revenues received from members for his services rendered to the members. All decisions to allow carts on the course shall be determined by the Professional and the Greens Superintendent jointly.
- m. The Professional shall ensure that the Pro Shop and related services provided by the Professional to the Club and its members are provided during the golf season on the basis that during normal operating hours each day of the week either the Professional or one of his CPGA Associate or Assistant Professionals shall always be on duty. The Professional shall devote his full time and attention to the Club during the golf season and the Club acknowledges that during the golf season the Professional may be absent from the Club from time to time so long as a CPGA Associate or Assistant Professional shall provide such services, at such times and on such days as the Professional and the Club may agree from time to time. The Club acknowledges and agrees that throughout the year the Professional may take such holidays as are agreed by the Club and the Professional acting reasonably.

#### **DUTIES OF THE CLUB**

5. The following shall constitute the Duties of the Club:

- a. The Club shall provide the Professional with premises in good repair and suitable for the operation of a Pro Shop, club storage and cleaning area, equipment room, office and such other premises as are required by the Professional in order to provide his services to the members. Such premises shall include an enclosed weatherproof, insurable building in which to store power carts and a caddy enclosure. The Club shall provide heat, hydro, telephones and other facilities, as necessary, to such premises.

- b. The Club shall provide and maintain a driving range area for use by the members which area may be used by the Professional in providing lessons.
- c. The Club shall provide an area for storage of members golf clubs, including appropriate bag racks.
- d. The Club shall act as the Professional's agent to collect all charges made by the Professional to members and guests and others for all services rendered by the Professional as set forth herein. Upon verifying the appropriateness of the charges submitted by the Professional to the Club, the Club shall be responsible for all payments due to the Professional. All such payments shall be delivered to the Professional not later than the tenth day of the month following submission of the charges by the Professional to the Club. The collection of all charges shall be the obligation of the Club. All collections shall be for the account of the Club. The Club shall bear the risk of loss in the event of a default by any member.
- e. Unless otherwise agreed to the Club shall be responsible for the payment of salaries of all starters, caddy masters and any other Club employees that may be supervised by the Professional.
- f. The Club shall require all Club members, tournament organizers and Club committees to purchase their prize requirements from the Professional.
- g. The Club shall pay a monthly contribution to the CPGA pension plan on behalf of the Professional. The amount of such contributions shall be agreed to by the Professional and the Board of Directors from time to time, but in no event shall the Club's contribution be less than the minimum contribution required by the CPGA pension plan.
- h. Provided that the Professional is insurable, the Club shall obtain and maintain life insurance coverage on the life of the Professional in an amount equal to twice the annual compensation payable to the Professional pursuant to paragraph 2 herein. The Professional shall be entitled to name the beneficiary of such insurance policy from time to time in his sole discretion.
- i. The Club shall provide two meals for each working day for each of the Professional, his assistants and staff at such facility, and with such limitations on the value of such meals, as may be agreed to between the Professional and the Board.
- j. The Club shall pay all reasonable expenses incurred by the Professional for his attendance at the National Club Professional Championship Tournament, the CPGA Annual Meeting and selected business seminars of the CPGA upon presentation by the Professional of bills and receipts sufficient to support the Professional's claim for expense reimbursement.

#### **DEATH OF THE PROFESSIONAL**

6. The parties agree that, upon the Professional's death, the Club shall:
- a. immediately take control of the Pro Shop and other services that the Professional was providing to the Club prior to his death;
  - b. immediately take an inventory (the "Inventory") of all furnishings (the "Furnishings"), equipment (the "Equipment") and stock in trade (the "Stock in Trade") that were in the possession of the Professional at the time of his death and located on or in the Club's property; and
  - c. pay to the Professional's representative, no later than the tenth day of the month following the Professional's death, all charges incurred by Club members and guests for services rendered by the Professional and his staff to the date of the Professional's death that would otherwise be owing to the Professional, together with full compensation for the month in which the Professional's death occurs.
  - d. Upon taking control of the Pro Shop and other services, the Club shall be responsible for all expenses incurred in operating the Pro Shop and other services and shall be entitled to all revenues generated from such activities. The Club shall purchase and the Professional's representative shall sell to the Club the Stock in Trade, Furnishings and Equipment of the Professional subject to the provisions set out below. The parties agree that in order to keep the Pro Shop and other services operating, the Club shall, following the competition of the inventory have the right to sell the Stock in Trade and use the Furnishings and Equipment notwithstanding that the Professional's representative has not yet been paid for such Stock in Trade, Furnishings and Equipment. As soon as possible following completion of the Inventory, the Club and the Professional's representative shall, acting reasonably, determine the invoice price for the Stock in Trade. In addition, the Professional's representative shall provide the Club

with satisfactory evidence as to the depreciated value of the Furnishings and Equipment. The Stock in Trade, Furnishings and Equipment shall, collectively, hereinafter be referred to as the "Chattels". In the event that the Club and the Professional's representative cannot agree upon the invoice price for the Stock in Trade or the depreciated value of the Furnishings or Equipment, then the value of the Chattels shall be determined by arbitration pursuant to the laws of the province by which this Agreement is governed. Any delay caused by the use of arbitration to determine the value of the Chattels or any one or more shall not prevent or otherwise affect the Club's right to assume control of the Pro Shop and other services that the Professional was providing to the Club prior to his death. Upon a determination of the value of the Chattels the Club shall within thirty days, pay to the Professional's representative a sum equal to the value of the Chattels, subject to any appropriate adjustments, and the Professional's representative shall deliver a Bill of Sale for the Chattels to the Club. The monies payable by the Club to the Professional's representative shall be adjusted to account for any liens or other encumbrances upon the Chattels and for any outstanding debts of the Professional to the Club.

#### **TERMINATION FOR CAUSE**

7. The Professional shall be deemed to be in default under this Agreement, and the Club may, at its option, terminate this Agreement and all rights granted herein effective immediately, without notice or prior opportunity to cure the default, omission or breach if the Professional:

- a. makes a general assignment for the benefit of creditors or a proposal or arrangement under the Bankruptcy Act (which shall for the purposes hereof be deemed to include any successor legislation), or a petition is filed against the Professional under the Bankruptcy Act, or if the Professional shall be declared or adjudicated bankrupt, or if a Liquidator, Trustee in Bankruptcy, Custodian, Receiver, Receiver and Manager, or any other officer with similar powers shall be appointed of or for the Professional, whether appointed privately or by court order, or if the Professional shall commit an act of bankruptcy or shall propose a compromise or arrangement or institute proceedings to be adjudged bankrupt or insolvent or consents to the institution of such appointment or proceedings or admits in writing inability to pay debts generally as they become due; shall at any time have any of the Chattels located on the Club's property seized or taken in execution or in attachment by or for a creditor of the Professional, or a writ of execution shall issue against the goods and chattels of the Professional or if the Professional shall without the prior written consent of the Club sell any of such goods or chattels except in the normal course of business;
- b. willfully or fraudulently misrepresent any fact, condition or report required to be made by this Agreement;
- c. ceases to provide the Professional's services in accordance with this Agreement for any period of three consecutive days during the golf season without the prior written consent of the Club; and
- d. is suspended by the CPGA for more than 30 days.

8. The Club shall be deemed to be in default under this Agreement, and the Professional may, at his option, terminate this Agreement and all rights granted herein effective immediately, without notice or prior opportunity to cure the default, omission or breach if the Club;

- a. makes a general assignment for the benefit of creditors or a proposal or arrangement under the Bankruptcy Act (which shall for the purposes hereof be deemed to include any successor legislation), or a petition is filed against the Club under the Bankruptcy Act, or if the Club shall be declared or adjudicated bankrupt, or if a Liquidator, Trustee in Bankruptcy, Custodian, Receiver, Receiver and Manager, or any other officer with similar powers shall be appointed of or for the Club, whether appointed privately or by court order, or if the Club shall commit an act of bankruptcy or shall propose a compromise or arrangement or institute proceedings to be adjudged bankrupt or insolvent or consents to the institution of such appointment or proceedings or admits in writing inability to pay debts generally as they come due;
- b. fails to provide any of the facilities which it is obligated to provide under the terms of this Agreement for a period in excess of three consecutive days without the prior written consent of the Professional; and

c. fails to pay when due any money owed to the Professional.

9. Notwithstanding the above provisions relating to termination for cause, the party entitled to terminate this Agreement, may elect to settle any alleged breach of this Agreement pursuant to arbitration in accordance with the laws of the province by which this Agreement is governed. In the event that a party chooses arbitration as a means to settle any dispute, either party shall have the right to invite or to otherwise obtain the participation of the CPGA Zone or the CPGA National Employment Committee, whose input during such arbitration proceedings shall be heard and considered.

10. No termination of this Agreement for cause shall affect the obligations of the parties to each other that may have arisen prior to the termination of this Agreement, including but not limited to the payment of any monies due to the Professional prior to the termination of the Agreement.

11. In the event this Agreement is terminated by the Club for cause, the Club shall purchase the Chattels from the Professional in accordance with the provisions set out above relating to the death of the Professional.

**TRANSFER TO A CORPORATION**

12. The Professional may, coincident with or at any time after the execution of this Agreement, after obtaining the written consent of the Club, which shall not be unreasonably withheld, and provided all obligations of the Professional to the Club have been satisfied, transfer and assign all of the Professional's rights and obligations hereunder to a corporation, provided the Professional is, and throughout the term remains, a principal executive officer of the Corporation and the beneficial and registered owner of greater than fifty percent of the voting rights attached to the issued and outstanding shares of such corporation from time to time. In the event of such a transfer and assignment by the Professional, the Professional agrees forthwith to cause the corporation and its directors and shareholders to acknowledge this Agreement and to agree in writing to be bound by provisions thereof and to cause the corporation to keep the Club promptly informed as to the names and addresses of the current directors and shareholders of, and those persons who have a financial interest in, the corporation from time to time.

**GENERAL MATTERS**

13. The Professional shall maintain membership in the CPGA.

14. This Agreement shall be governed by, and the parties hereby attorn to the laws of the Province of \_\_\_\_\_.

15. This Agreement shall be the complete agreement between the parties hereto and expressly rescinds any previous agreements whether verbal or written. No modification hereof shall be effective unless made in writing and duly executed by the parties hereto.

16. This Agreement shall endure to the benefit of the parties hereto and shall be binding upon their successors, assignees and legal representatives.

IN WITNESS WHEREOF the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The Professional: \_\_\_\_\_

The Club: \_\_\_\_\_

## **b. Municipal Contract**

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN \_\_\_\_\_ The City of \_\_\_\_\_, a Municipal Corporation of the Province of \_\_\_\_\_ (hereinafter called "the City") of the First Part And \_\_\_\_\_, a body corporate with an office in the city of \_\_\_\_\_, in the Province of \_\_\_\_\_. (hereinafter called "the Contractor) OF THE SECOND PART.

WHEREAS the City called under Tender Number \_\_\_\_\_ to select a full Golf Professional at the \_\_\_\_\_ for a \_\_\_\_\_ year period all as more fully appears in the documents making up this contract; AND WHEREAS the City has accepted the offer contained in the Tender of the Contractor dated \_\_\_\_\_ (hereinafter called "the Contractor's Tender"); AND WHEREAS the Contractor was advised of such award on by letter from the Purchasing and Stores Department dated \_\_\_\_\_; NOW, THEREFORE IN CONSIDERATION of the herein before recited premises and the mutual covenants of the parties hereto THIS AGREEMENT WITNESSTH THAT THE PARTIES HERETO AGREE AS FOLLOWS:

### **DOCUMENTS MAKING UP THIS CONTRACT**

1. The following documents and drawings (hereinafter together referred to as "the Contract Documents") make up the contract between the parties:

- Letter of Award dated \_\_\_\_\_
- Addendum No. 1 dated \_\_\_\_\_
- Invitation to Tender as completed by the Contractor
- Price Detail Sheet
- Notice to Tenderers
- Information to Tenderers
- Specifications
- This Memorandum of Agreement
- Drawings

The Contract Documents are complementary and what is called for in one is called for by all. If there is any conflict between the provisions of this Memorandum of Agreement and the other Contract Documents the provisions of this Memorandum of Agreement shall control.

### **SERVICES TO BE PROVIDED BY THE CONTRACTOR**

2. The Contractor shall furnish all labour, material, equipment and incidentals required by the Contract documents, and do and perform all things required or implied by the provisions of the Contract Documents.

3. The Contractor shall commence performance of the Contract on \_\_\_\_\_, 20\_\_\_\_ for a \_\_\_\_\_ year period to the satisfaction of the Director or his designated representative with an option to renew as set out in Paragraph 1 of the Information to Tenderers.

### **INTERPRETATION**

4. Where the words "Tenderer" and "successful Tenderer" are contained in any of the Contract Documents they shall be deemed to refer to the Contractor, the party of the first part. Where there is a reference to any Statute of the Province of \_\_\_\_\_ or regulation made thereunder it shall be deemed to be a reference to the said Statute or regulation as amended to the time that the reference is to be applied to the rights and obligations of the parties under the provisions of the Agreement. When a provision of the Contract Documents, including this Memorandum of Agreement, requires the Contractor to perform the Agreement to a certain standard, whether or not the performance meets that standard shall be determined by the judgment of the Director of Parks and Recreation (hereinafter referred to as "the Director");

### **PAYMENT TERMS**

5. The Contractor shall pay to the City the basic tender price of \_\_\_\_\_ DOLLARS per annum, such payments to be made in accordance with paragraph 24 of the Information to Tenderers.

**GENERAL CLAUSES**

6. The Contractor shall not, without the written consent of the City, which consent the City may in its discretion withhold, assign the benefit of or delegate its obligations under this Agreement in whole or in part.

7. All persons working on the Project shall remain employees of the Contractor who shall be for all purposes an independent contractor and shall not be deemed to be an agent or servant of the City.

8. Time is of the essence of this Agreement.

**NOTICES**

9. If any notice is desired or required to be given pursuant to the provisions of this Agreement it shall be adequately given:

- a) by the City if delivered to the Contractor or by mailing it to:
- b) by the Contractor to the City if the same is delivered to the Director, or by mailing it to:

\_\_\_\_\_

IN WITNESS WHEREOF the Contractor has signed and sealed this Agreement and the City has caused its corporate seal to be hereto affixed duly attested by the hands of its proper officers in that behalf duly appointed as of the day and year herein above written. SIGNED SEALED AND DELIVERED

**PRICE DETAIL SHEET**

I, \_\_\_\_\_, have carefully read and understand the tender documentation and have a clear understanding of the City's intent in calling this tender. For the \_\_\_\_\_ (\_\_\_\_\_) year period commencing \_\_\_\_\_, I do hereby offer to provide the services of a full golf professional which includes:

- 1. providing golf lessons
- 2. running a pro shop
- 3. running a food concession
- 4. provide club and cart rentals
- 5. act as a consultant
- 6. provide golf marshalling supervision

(As described in further detail elsewhere in the documentation) and for the exclusive right, license and privilege of carrying out the above functions:

I WILL PAY TO THE CITY OF \_\_\_\_\_ AN ANNUAL AMOUNT OF \$ \_\_\_\_\_

If successful, I would be able to supply a \$ \_\_\_\_\_ Performance Bond or other acceptable security if required by the City.

**NOTICE TO TENDERERS**

TENDER FOR: Selection of a Golf Professional at the City owned SCOPE OF TENDER: Must be a Class "A" Golf Professional and a member in good standing with the C.P.G.A. Successful tenderer shall provide golf professional services including but not limited to golf lessons, operation of pro shop and food concession, club

and cart rentals and supervise golf marshalling. LENGTH OF AGREEMENT: \_\_\_\_\_ years commencing \_\_\_\_\_ with an option to extend for \_\_\_\_\_ additional one (1) periods. Tenders in sealed envelopes marked Tender No. \_\_\_\_\_ will be received up to \_\_\_\_\_ hours, \_\_\_\_\_ for the project described. Tenders shall be mailed or delivered to \_\_\_\_\_.

**INFORMATION TO TENDERERS**

#### 1. LENGTH OF AGREEMENT

This tender shall be for the period \_\_\_\_\_ to \_\_\_\_\_. When mutually agreeable between the City and selected bidder, this contract may be renewed under the same terms and conditions of this contract for a period not to exceed one (1) additional year, and said option to renew this contract for a further one (1) year period shall be in effect for each year thereafter for a total period not to exceed \_\_\_\_\_ additional years.

The City shall notify the vendor of its intent to exercise the aforementioned option in writing no later than 30 days prior to the termination date of the existing contract or termination date of a contract which has been renewed from an additional year as provided herein. Annual payment increases to the City by the successful tenderer for the option years of the agreement shall be based on: Increases shall be based on increases to the Consumer Price Index for \_\_\_\_\_, for the immediate past 12 months, in determining the increase for the next 12 months, subject of course to negotiations which may reflect actual local conditions.

#### 2. CITY DISCLAIMER

The City of \_\_\_\_\_ will not be responsible for fire, theft or damage to property or equipment belonging to the successful tenderer.

#### 3. LICENSE

The successful tenderer shall be responsible to acquire all necessary license and permits and to pay all fees therefore and any and all taxes payable in connection with this tender.

#### 4. TIME OF THE ESSENCE

Time is to be of the essence of the agreement unless otherwise provided.

#### 5. PERMITS AND LICENSES

The successful tenderer, if awarded the contract, shall obtain and pay for all permits and licenses required either by the Province of \_\_\_\_\_, the City of \_\_\_\_\_, or any other authority to enable the firm to do all things necessary to perform the contract according to the provisions of the contract documents.

#### 6. LEGAL AGREEMENT

The successful tenderer will be required to enter in to a legal agreement with the City of \_\_\_\_\_. Such legal agreement will be prepared by the Law Department and will embody the terms of the tender and any subsequent negotiations.

#### 7. BANKRUPTCY

If the terms hereby granted shall at any time be seized or taken in execution or in attachment by any creditor of the successful tenderer or if the successful tenderer shall make any assignment for the benefit of creditors or, becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, the then current rent (if not then paid) shall immediately become due and payable to the City and the said right hereby granted shall immediately become forfeited and void. If the privilege granted shall at any time be seized or taken in execution or in attachment by any creditor of the successful tenderer or if the successful tenderer shall become bankrupt or make any assignment of the privileges hereby granted in violation of the terms of this agreement or if the successful tenderer shall willfully break or neglect to observe or perform any of the terms of the agreement, it shall be lawful for the Director forthwith at any time absolutely to terminate all rights of the successful tenderer by mailing to the successful tenderer at its usual or last known place of business a notice in writing to that effect signed by the Director and thereupon all rights and privileges conferred on the said successful tenderer shall immediately cease and terminate without prejudice to any other rights and remedies of the City of \_\_\_\_\_ hereunder.

#### 8. ACCEPTANCE OF TENDER

No act of the City other than a notice in writing signed by the Director or the City Clerk shall constitute an acceptance of offer.

## 9. ASSIGNMENT

The selected tenderer may not assign this contract without the written consent of the Director.

## 10. LAW

The law applicable to this tender shall be the law in effect in the Province of \_\_\_\_\_. Except for an appeal from an \_\_\_\_\_ Court to the Supreme Court of Canada, no action in respect to this tender shall be brought to maintained in any court other than in a court of the appropriate jurisdiction of the Province of \_\_\_\_\_. The successful tenderer shall at all times comply with all laws relating to his operation including all Statutes of the Province of \_\_\_\_\_ and regulation thereunder and where applicable all Statutes of Canada and regulations thereunder and all bylaws of the city of \_\_\_\_\_. If the successful tenderer does or fails to do anything whereby his operation is suspended by the court, the City shall be under no obligation to compensate the contractor for any loss, damage or detriment suffered by the successful tenderer by reason of such suspension of operation.

## 11. CONFLICT

Where there may be a conflict of terms used in the tender documentation, the most stringent will apply.

## 12. WORKER'S COMPENSATION

If any employees of the successful tenderer perform or assist in the performance of the agreement, the firm shall submit with the tender a letter from the Worker's Compensation Board stating that the successful tenderer has an account in good standing with the Board. The firm shall comply with the Worker's Compensation Act and regulations made under this Act.

## 13. LABOUR ACT

The successful tenderer shall comply with all applicable provisions of the Labour Act, and all regulations made under that Act and any amendment to the said Act of the said regulations or any Act passed in substitution for the said Act together with the applicable regulations as amended from time to time. Without limiting the generality of the foregoing the successful tenderer shall pay all of their employees as required by the said Act and the said regulations then in force.

## 14. OCCUPATIONAL HEALTH AND SAFETY ACT

The successful tenderer shall comply with all of the provisions of the Occupational Health and Safety Act and all amendments thereto and all regulations now or hereafter made thereunder and shall indemnify the City in respect to all matters arising out of or in connection with the failure of the successful tenderer to comply in all respects with the applicable provisions of the said Act and regulations.

## 15. INSURANCE

The successful tenderer must carry Personal Liability Insurance covering his operations under this contract to cover both bodily and property damage in the amount of \$1,000,000.00. The successful tenderer shall be an independent contractor to the City of \_\_\_\_\_. The successful tenderer shall at all times indemnify and save harmless The City, its officers, agents and servants, from and against all claims, costs, charges, expenses, and actions which can be brought against the City, its officers, agents and servants by any person whatsoever for any personal injury or property damage arising out of the operations of the said tender; and further the successful tenderer shall at his own expense, insure and maintain in force a policy of insurance protecting the successful tenderer from and against loss or damage due to personal injury and property damage, and the City shall be an additional named insured in the policy of insurance. All insurance policies provided for the benefit of the City shall not be lapsed, cancelled or materially altered without sixty (60) days written notice to the City.

16. The City will supply outlets for heat, power and lighting and will be responsible for all utility costs except telephone and for all costs concerned with maintenance of the utilities within the concession area. The acquisition and installation of telephone service will be the sole responsibility of the successful tenderer.

17. No alterations, changes or improvements shall be made in and to the concession area except with the written consent of the Director.

18. All advertising of the concession facilities shall have prior approval of the Director.

19. The successful tenderer shall be solely responsible for his equipment and supplies and the City shall accept no liability for theft or damage due to vandalism or breaking and entering while the successful tenderer's equipment is located on any City facility.

20. The successful tenderer shall not conduct or allow to be conducted any business other than that set forth in these terms and conditions, unless approved by the Director.

21. The successful tenderer shall perform in a good, courteous and businesslike manner, and shall provide adequate personnel to provide a first class standard of service to the satisfaction of the City and shall require employees to maintain a clean and neat appearance in person and carry out their duties in an efficient and courteous manner. The personnel shall be capable of conducting a satisfactory operation in a mature fashion at all times. The successful tenderer shall also be fully responsible for the conduct of his personnel who shall be under his direct supervision and who shall be his employees and not employees of the City. The successful tenderer shall be fully liable for all wages, salaries, Worker's Compensation payments, Unemployment Insurance premiums, or any other charges in connection with any of his hired help and indemnify the City against any failure of the successful tenderer to make the payments required by this clause.

22. The City may at any time during the term of the Agreement, upon giving sixty (60) days notice to the successful tenderer, terminate the agreement if the Director is of the opinion that the services supplied by the contractor are not of a standard satisfactory to the City. Any monies owing by either party to the agreement shall be adjusted within sixty (60) days of expiration of termination of the agreement. In the event of default by either party, the other party will be entitled to cancel the agreement after having given fifteen (15) days written notice of its intention to do so.

### 23. PERFORMANCE BOND

To ensure that the successful tenderer will enter in to a contract with the City and perform as per the terms of the tender for each year of the \_\_\_\_\_ year tender period, the successful tenderer may be required to provide a Performance Bond or other acceptable security in the amount of \$5,000,000. In the event the successful tenderer fails to complete his obligations as per the tender documentation, the City may retain such Performance Bond or other security not as a penalty but as liquidated damages. However, this would not preclude the City from taking further action in law against the successful tenderer.

### 24. PAYMENTS AND PRICING

Payment shall be made to: \_\_\_\_\_

Payment shall be made in four equal installments as follows;

- 1 - Payable April 30
- 2 - Payable June 30
- 3 - Payable August 30
- 4 - Payable October 31

Pricing on this tender is to be based on the successful tenderer paying to the City an annual fee for the right, license and privilege of providing the services of a golf professional as per the tender documentation. The successful tenderer shall receive remuneration directly from the Golf Consumer through Golf Lessons, Operations of a Pro Shop and Operations of Food Concessions, etc. as described elsewhere in the documentation. The City will not consider any offer which offers to make payment to the City based on the successful tenderer paying a percentage of any type of sales.

### A. SCOPE OF PROJECT

1. The City shall grant the successful tenderer the right, license and privilege to carry on the business of a Full Golf Professional at the City owned \_\_\_\_\_, all to be in accordance with the terms and conditions of the tender documentation. The successful tenderer shall be required to provide the following services and functions:

Golf Lessons, Conduct lectures and demonstrations, Provide individual and group lessons, Run Pro Shop, Provide golf equipment and accessories for sale such as golf balls, tees, gloves, etc. Club and Cart Rentals, Provide a minimum of 25 sets of right hand clubs, 10 sets of left hand clubs, 25 only Pull Carts, 4 Power Carts, Run Food and Drink Concessions, Provide for sale such items as sandwiches, hotdogs, pastries, doughnuts and packaged snacks including chocolate bars;

Act as a Consultant

Provide advice and direction to committees and clubs, Golf Marshalling, Shall assist with the supervision of golf marshalling. The above services shall be provided every day of the season from \_\_\_\_\_ hours until \_\_\_\_\_ hours from \_\_\_\_\_ to \_\_\_\_\_ inclusive, unless the course is officially closed.

Cash Handling:

Shall provide own cash handling operations

Janitorial:

Shall provide janitorial services to the serving areas.

Support Staff:

Shall be responsible for the hiring of all support staff.

The successful tenderer shall obtain all monies from the operation or provision of golf lessons, food and drink concession, and from the pro shop, and for this right the successful tenderer will pay to the City an annual fee.

#### **NOT PART OF THE TENDER**

The golf professional is not responsible for the collection of green fees or seasons tickets, the operation of the starters, the booking section of the golf course or the maintenance of the golf course grounds.

#### **B. QUALIFICATIONS OF THE SUCCESSFUL TENDERER**

The successful tenderer shall:

- be a Class "A" Professional
- be a member in good standing with the Canadian Professional Golf Association.
- be or have been a full golf professional at a Golf Course for at least three (3) years.
- provide a letter of reference from his present employer or most recent covering at least the last three years.
- have experience in running a pro shop and food concessions.
- submit to an interview in \_\_\_\_\_ at the successful tenderer's expense.

#### **C. GOLF COURSE DATA:**

Number of holes, yardage, total number of rounds of golf for last two years, number of season passes.

#### **D. FOOD CONCESSIONS AND PRO SHOP DATA**

The food concessions area provided has the following City supplied equipment: \_\_\_\_\_

\_\_\_\_\_  
The successful tenderer shall be responsible for general maintenance and repair of the above equipment, and the City will not replace any equipment that becomes inoperative during the course of the agreement. The food concession and pro shop areas will be provided to the successful tenderer at no cost.

#### **BUYOUT CLAUSE**

DEFINITIONS:

Demised Premises - The entire clubhouse at \_\_\_\_\_ with the exception of the starter's booth, mechanical room and public washrooms. Contractors Trade Fixtures - Items directly relating to the operation that are not fastened to the building or set into the ground with the exception of items connected to the building solely through plumbing or gas lines.

Contractor - \_\_\_\_\_ (hereinafter called "the Contractor")

1. Upon termination of this agreement for any reason including expiration, it will be a requirement of the successor of the Contractor to purchase from the Contractor on an "as is" basis, the following:

- a) inventory at cost
- b) golf carts at market value
- c) rental equipment at market value
- d) trade fixtures at market value

The City may require prior valuation of the above mentioned items for the purpose of advertisement.

2. Should the successor and the Contractor be unable to agree on a fair market value then an independent arbitrator agreed to by both parties shall determine the fair market value and such decision shall be binding upon both parties. In the event the successor and the Contractor fail to agree within thirty (30) days upon an arbitrator then either party may apply to a Court of competent jurisdiction for appointment of a single arbitrator. The cost of any arbitration shall be borne by the Contractor.

3. The City makes no warranty whatsoever as to the condition of the items, their merchantability or fitness for a particular purpose.

4. The Contractor covenants and agrees not to make or permit to be made any alterations, additions, changes, substitutions or improvements to the Demised Premises without first having obtained the written consent of the City. Consent shall not be reasonably withheld provided the Contractor shall have fully complied with the terms, covenants and conditions herein contained.

5. The City further covenants and agrees that the Tenant may, subject to paragraph 4 above and the other terms of this Agreement, at any time and at its sole cost and expense, paint, decorate and carpet the Demised Premises and install partitions and make such other changes, alterations, additions and improvements in and to the Demised Premises as will better adapt the Demised Premises for the purposes of the Contractor's business. Provided that the landlord may at its options at the expiry of termination of this Agreement, require the Contractor to remove such alternations, additions and improvements including the Contractor's trade fixtures and restore the Demised Premises to the same state of repair and condition, reasonable wear and tear expected, as they were at the commencement of this Agreement. Further provided, however, that if the City desires such alternations, additions or improvements to remain at the expiry or termination of this Agreement, then in such case, they shall become the property of the City without any compensation or indemnity being allowed to the Contractor therefore.

### c. Resort Contract

Agreement between THE CLUB and THE PROFESSIONAL for the period commencing \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_ .

**PURPOSE OF THE AGREEMENT:** Whereas The Club owns the golf course located at \_\_\_\_\_ and wishes to contract the professional services of The Professional to operate said golf course facility, the parties wish to set out the terms of their relationship.

**PAYMENT:** The Club will pay The Professional the sum of \$\_\_\_\_\_ to operate and perform the obligations and duties listed below for the period commencing \_\_\_\_\_, 20\_\_ and ending \_\_\_\_\_, 20\_\_ .

The terms of payment will be as follows:

June 15, July 15, August 15, September 15, October 15, November 15,

#### **THE PROFESSIONAL'S RESPONSIBILITIES:**

In consideration for the payment provided for above, The Professional will be responsible for the following:

1. To provide and pay for the necessary personnel to properly marshal the golf course and to make the required reservations and registrations of all persons using said golf course facility
2. To charge or collect the appropriate green fees and golf cart fees, and any other user fees as determined by The Club and to remit these fees daily to The Club.
3. To provide the necessary professional and general staff to service all golf instructional programs offered by The Club to its guests and passholders.
4. To operate at its expense the golf boutique and offer for sales or for rent golf apparel, equipment and related items appropriate for the clientele of The Club.
5. To operate at its expense the driving range.
6. To keep all golf equipment, including but not limited to the electric and gas golf carts, in good operating order.
7. To carry out other golf related duties which may be reasonably assigned to it by The Club.

#### **THE CLUB'S RESPONSIBILITIES:**

1. To provide The Professional with a location to be used as a pro shop for the purposes of selling golf apparel, equipment and related items.
2. To remit to The Professional, all boutique revenues, other than cash sales collected by The Club on behalf of The Professional on a bi-monthly basis provided The Club has received payment of the same.

#### **GENERAL:**

1. This agreement is for a period commencing \_\_\_\_\_, 20\_\_ and terminating on \_\_\_\_\_, 20\_\_ .
2. The Professional acknowledges that The Club golf schools, tournaments and golf events and all programs, systems, methods, trademarks, copyrights and goodwill relating thereto are the sole and exclusive property of The Club and at the expiration of this contract, The Professional will return to The Club all written material and files relating thereto int its possession.

3. It is understood that all inventory, rental equipment, range equipment, with the exception of the golf gas and electric carts, are the property of The Professional.

4. This agreement shall be governed by and interpreted in accordance with the laws applicable in the Province of \_\_\_\_\_.

IN WITNESS WHEREOF the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The Professional: \_\_\_\_\_

The Club: \_\_\_\_\_

**d. Private Contract 1**

Confidential

Dear: \_\_\_\_\_

Further to our recent discussion, the Board of Directors and I are pleased to re-confirm your appointment as Golf Professional at the for the period \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_. As agreed, the terms of your new contract will be as follows:

1. Annual Salary - \_\_\_\_\_ to be paid to you bi-weekly on the Club's payroll with appropriate deductions.

2. Pension - \_\_\_\_\_ as follows:

- a) to be paid by the Club
- b) to be paid by you and deducted from your bi-weekly salary

TOTAL: \_\_\_\_\_

3. Retainer - \_\_\_\_\_ to be paid to \_\_\_\_\_ as follows:

May 1st, 20\_\_

August 1st, 20\_\_

TOTAL: \_\_\_\_\_

4. Health Benefits - The Club will pay 100% of the premiums for the following health insurance, provided you are not covered by a spousal plan:

- a) Hospital Insurance Plan
- b) Extended Health Care Insurance

5. Health Insurance - The Club will pay 100% of the premium for Long Term Disability Insurance based on the Club's current program.

6. Long Term Disability Insurance - The Club will pay 100% of the premium for Long Term Disability Insurance based on the Club's current program.

7. Pro Shop Services - It is agreed that the rate for Pro Shop Service Charge for Seniors and Intermediates will increase to \_\_\_\_\_ in 20\_\_. 100% of the 20\_\_ charges in this respect will be paid to you as follows:

March 15th, 20\_\_ - 50%

April 15th, 20\_\_ - 50%

The Golf Professional will set up and present to the General Manager on October 1st, a detailed budget of the Golf Shop total payroll for the following golf season along with a copy of the previous season's actual total payroll. Based on the actual payroll and the budget, an appropriate Pro Shop Service Charge (bag storage fee) will be established for the following season, the total of which is expected to substantially cover the total cost of the Golf Shop payroll. Any shortfall in the Pro's payroll budget will be absorbed by the Pro.

8. Gas Cart Rentals - 20% commission on gross rentals will be paid to you on the 10th of the month following each monthly billing period.

9. Lessons, Golf School and Merchandise Sales - 100% will be paid to you on the 10th of the month following each billing period.

10. Lesson Rates - It is agreed that the following lesson rates will be in effect for 20\_\_:

Golf Professional and Associate - \_\_\_\_\_

Assistant Golf Professional - \_\_\_\_\_

11. Starter - It is agreed that you will be responsible for providing a starter on the first tee, as required, and such starting duties will be performed by your staff. This will include monitoring and registering end of play to provide further statistical analysis of course load (see Section 7). All costs involved will be borne by you with the exception that should outside staff be hired for starting purposes, the cost will be borne by the Club.

12. Member Sales - As agreed, you will stock sufficient Pro Shop inventory of merchandise in 20\_\_ to provide members with a good selection and you will offer as much discounts as possible.

13. This contract will be re-negotiated by October 31st, 20\_\_.

I trust the above terms will meet with your satisfaction, and look forward to another enjoyable and successful year in 20\_\_.

Sincerely yours,

\_\_\_\_\_

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

**e. Private Contract 2**

MEMORANDUM OF AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
BETWEEN:

\_\_\_\_\_  
hereinafter called the "Club" of the First Part

- and -

\_\_\_\_\_  
hereinafter called the "Professional" of the Second Part

WHEREAS the Club engaged the Professional under contract from \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_;

AND WHEREAS the Club is desirous of continuing to engage the services of the Professional at \_\_\_\_\_, \_\_\_\_\_;

AND WHEREAS the Professional is desirous of continuing to undertake the duties of the Golf Professional of the Club;

NOW THEREFORE THIS AGREEMENT WITNESSTH:

**TERM:**

The Club hereby agrees to engage the services of the Professional for a period of \_\_\_\_ years dating from the 1st day of \_\_\_\_\_ 20\_\_, and the Professional agrees to serve for such period upon the terms and conditions hereinafter stipulated.

**COMPENSATION:**

The Club agrees to pay, and the Professional agrees to accept, a retainer as follows:

a) for the 20\_\_ golfing season at the rate of \_\_\_\_\_ per annum.

The said annual retainer shall be payable by the Club to the Professional in twelve equal monthly installments in the sum of \_\_\_\_\_, with the first installment due on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and continuing on the last day of each consecutive calendar month thereafter up to and including the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

b) for the 20\_\_ golfing season at the rate of \_\_\_\_\_ per annum.

The said annual retainer shall be payable by the Club to the Professional in twelve equal monthly installments in the sum of \_\_\_\_\_, with the first installment due on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and continuing on the last day of each consecutive calendar month thereafter up to and including the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

c) for the 20\_\_ golfing season at the rate of \_\_\_\_\_ per annum.

The said annual retainer shall be payable by the Club to the Professional in twelve equal monthly installments in the sum of \_\_\_\_\_, with the first installment due on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and continuing on the last day of each consecutive calendar month thereafter up to and including the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

d) for the 20\_\_ golfing season at the rate of \_\_\_\_\_ per annum.

The said annual retainer shall be payable by the Club to the Professional in twelve equal monthly installments in the sum of \_\_\_\_\_, with the first installment due on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and continuing on the last day of each consecutive calendar month thereafter up to and including the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

e) for the 20\_\_ golfing season at the rate of \_\_\_\_\_ per annum.

The said annual retainer shall be payable by the Club to the Professional in twelve equal monthly installments in the sum of \_\_\_\_\_, with the first installment due on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and continuing on the last day of each consecutive calendar month thereafter up to and including the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

#### **DUTIES OF THE PROFESSIONAL:**

The Professional in consideration of his engagement does hereby agree as follows;

1. To conduct himself at all times in accordance with the standards accepted for C.P.G.A. golf professionals.
2. To devote all necessary time to the Club in the performance of his duties.
3. To conduct all Club golf tournaments and initiate and promote golf activities for members and guests.
4. To hire, train and maintain a full staff of employees, including two assistant professionals to assure adequate service to Club members and guests.
5. To co-operate with the chairman of all Club committees including without restriction Golf Greens, House and Sports. The Professional shall offer advice, opinions and professional assistance and services as required.
6. To co-operate and work closely with the Club House Manager and the Course Superintendent.
7. To give lessons to Club members for the exclusive benefit of the Professional at a rate consistent with industry standards.
8. To retain staff for the care and handling of clubs while storing and cleaning. The service charge shall be mutually agreed upon and be for the exclusive financial benefit of the Professional. The Professional will not be responsible for the provision of insurance on members' equipment in the club storage area.
9. To be responsible for the operation of the practice range. The Professional will provide staff necessary to properly service the area, supply range balls and other equipment but shall not be responsible for grass cutting or maintenance. The Professional will receive all income and charges for his exclusive benefit, at rates agreed upon by the Board of Directors.
10. To stock and operate a proper Pro Shop fulfilling the equipment needs of Club members. The premises will be provided by the Club at no cost to the Professional. The proceeds of the Pro Shop operation shall be for the exclusive benefit of the Professional. Insurance on stock, furniture and tools owned by the Professional, together with liability insurance, shall be the responsibility of the Professional both as to coverage amounts and premium payments. The Professional will be responsible for furnishing the Board of Directors with a copy of his insurance policy.
11. To maintain a good credit rating with suppliers, manufacturers and others so as to protect the reputation of the Club. The Professional will provide the Finance Director of the Club with a copy of his company's annual financial statement within 90 days of his fiscal year end. The financial statement will be for the sole use of the Finance Director. If any portion of the financial statement is to be discussed at a Board meeting, the Professional will have the option of attending that portion of the meeting.
12. To be responsible for the registration of power carts and pull carts for members and guests, and for the handling of bags on and off said carts.
13. To supervise the booking system for tee times, including the ballot system, and to maintain control of the first and tenth tees in the capacity of the starter.
14. To be responsible for the collection of green fees for the exclusive financial benefit of the Club. Green fees will be waived for visiting professionals. Green fees may not be waived for any other

players unless authorized by the Board of Directors through the Chairman of the Sports Committee.

15. To be responsible for acting as the Course Marshall at such times as may be requested by the Chairman of the Sports Committee at a rate of per hour for the first year of the contract and increasing by percent (%) for each succeeding year of the contract.
16. The Professional will report to the Board of Directors through the Chairman of the Sports Committee.

**DUTIES OF THE CLUB:**

1. To furnish premises in good repair suitable for the operation of a Pro Shop, club storage and cleaning area, office area, and merchandise display area.
2. To provide heat, hydro, phones and other facilities to provide service to the members.
3. To furnish a practice range area and to water, maintain and cut the grass in the said practice range area to ensure that it is in a condition consistent with the rest of the golf course.
4. To provide the racks for the storage of golf clubs (not the cleaning or repair equipment).
5. To act as agent for the Professional in collecting and distributing to the Professional, all charges made by him to members and guests and others, in all related matters set forth herein, including sales, services, rentals and concessions. Said charges shall be delivered to the Professional not later than the 10th day of the month following the submission of charges by the Professional to the Club and said amount is guaranteed by the Club. In the event of a default by anyone, the Club shall bear all expenses of collection.
6. To encourage all tournaments, club members and club committees to purchase prize requirements from the Pro Shop.
7. To furnish meals for the Professional, when the Club House is open. Meals shall include breakfast and sandwiches from the coffee shop menu and supper as prepared by the chef as a daily special for the staff. When ordering from the dinner menu, they will be charged 50% of the menu prices.
8. To allow the Professional sufficient time and to pay all reasonable expenses (supported by bills and receipts) up to a maximum of \_\_\_\_\_ (\$ \_\_\_\_\_ per annum), for the first year of the contract and thereafter increasing by \$ \_\_\_\_\_ each year for the remaining \_\_\_\_\_ years of the contract, for the Professional when he attends the National C.P.G.A. Championship, selected business seminars or tournaments.
9. Upon the Professional retaining the services of two assistant professionals during the golfing season (May 1 to September 30) the Club will contribute \_\_\_\_\_ per annum for the first year of the contract and thereafter increasing by \$ \_\_\_\_\_ each year for the remaining \_\_\_\_\_ years of the contract, towards employment of the assistants. Payment shall be made to the Professional on September 30 of the year that the above condition is fulfilled by the Professional.
10. Grant to the Professional the right to rent to Club members by contract, electric or gasoline powered carts in such numbers and at such times, and at such rates and turf conditions as the Club shall determine. Provided that for the exclusive benefit of the Professional, the Club will provide a labour-only maintenance program on a regular basis for the power carts.

**TERMINATION WITHOUT CAUSE:**

This agreement may only be cancelled by either party without cause effective the \_\_\_\_\_ day of \_\_\_\_\_ in any year of the contract provided that written notice of the intention to cancel the agreement is given to the other party by the 31st day of August immediately preceding. If the agreement is so cancelled by the Club, the Club will be required to purchase, at cost, all of the Professional's remaining inventory of \_\_\_\_\_, which is unsold as of \_\_\_\_\_, and, which is in any way identified by the Club logo or insignia.

**TERMINATION FOR CAUSE:**

Subject to the foregoing, it is understood and agreed that the Club may terminate the engagement of the Professional without notice for cause. For the purposes of this paragraph, the following shall, without restricting the generality of the foregoing, constitute cause:

1. Failure to obey and carry out all reasonable directions and orders given in writing to him by the Board of Directors through the Chairman of the Sports Committee;
2. Failure to obey and carry out the bylaws of the Club;
3. Failure to attend to his duties without acceptable explanations for absences and failure to satisfactorily complete his duties;
4. Commission of a criminal code offence while engaged in the performance of the terms of his engagement;
5. The use of insulting, abusive or profane language toward any member(s) of the Club;
6. Intoxication or impairment by alcohol or drugs while engaged in performing his duties;
7. Conduct that brings into disrepute the reputation of the Club.

It is understood that the Professional shall be given an opportunity to appear before the Board of Directors and be given the opportunity to comment on, and give evidence or an explanation relating to any matter which may be cause for immediate termination. If the engagement of the Professional is terminated with notice as herein provided, the Professional shall not be entitled to any compensation other than his retainer to the date of termination, less lawful deductions. If the engagement of the Professional is terminated for cause, the Professional shall receive such retainer earned to the date of termination.

IN WITNESS THEREOF the parties hereto have executed this agreement on the day and year first above written.

Per: \_\_\_\_\_

Per: \_\_\_\_\_

SIGNED AND DELIVERED in the presence of:

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

## f. Private Contract 3

AGREEMENT BETWEEN:

\_\_\_\_\_ a company incorporated under  
the

laws of the Province of \_\_\_\_\_, hereinafter called the "Club" of the First  
Part  
- and -

\_\_\_\_\_ hereinafter called the  
"Professional" of the Second Part

WHEREAS the Club wishes to retain the professional services of the Professional to provide and assist  
the Club in certain of the affairs of the Club;

NOW THEREFORE THIS AGREEMENT WITNESSTH that in consideration of the mutual covenants and  
agreements herein contained, the Parties hereto agree as follows:

1. The Club agrees to retain the Professional to manage the Golf Shop at the Club's premises for  
the period commencing \_\_\_\_\_ ending \_\_\_\_\_ (the "Season") and for succeeding  
seasons on such terms as they may mutually agree, negotiations for which shall be concluded by  
\_\_\_\_\_ of the preceding calendar year.
2. The Professional agrees that it shall make available the personal services of the Professional to  
act as Head Professional according to the terms set out in paragraph 3 of this Agreement.
3. The Professional agrees that the Professional will perform the following services during the term  
hereof:
  - a) exclusively devote his entire working hours to the Club for such time as would be  
considered reasonable for a Head Professional of a professional golf club in the  
discharge of the duties normally and reasonably expected of a Head Professional of a  
professional golf club, subject to certain days off as hereinafter provided;
  - b) provide lessons to members desiring lessons on a scale of fees to be mutually agreed  
upon with the Club;
  - c) operate and maintain during the season, a fully stocked Pro Shop in premises provided  
by the Club at no expense to the Professional;
  - d) adequately supervise the allocation and the training of caddies if such persons are  
available;
  - e) provide starting services on the first tee throughout the season in a manner as  
determined by the Board of Directors of the Club;
  - f) Pay all long distance charges incurred in the use of the separate telephone line during  
the Season provided that any installation charge and monthly rental charge are to be  
borne by the Club;
  - g) supervise the operation, rental and day-to-day maintenance of the power carts owned by  
the Club and retain adequate records of their usage and maintenance;
  - h) select and retain the services of an Assistant Professional and an adequate supporting  
staff to operate the Golf Pro Shop;
  - i) to provide satisfactory service to the Club members during the Season for the storage,  
cleaning and delivery of clubs for the consideration hereafter stipulated, provided  
however that the premises necessary to carry out such service be provided by the Club  
at no expense to the Professional;
  - j) abide by all rules and regulations as determined and approved by the Club as they apply  
to the services of the Professional and his staff.

4. The Club covenants and agrees as follows:
  - a. a) pay to the Professional for the term hereof and for the services hereunder a retainer fee of \_\_\_\_\_ Dollars (\_\_\_\_\_) payable in eight equal monthly installments of \_\_\_\_\_.
  - b. pay to the Professional \_\_\_\_\_ per round for obligations referable to power golf carts in paragraph 3 (g) above. In addition, the Professional will also receive \_\_\_\_\_ percent (\_\_\_\_\_) of the gross revenue received by the Club for Members' trail fees, where applicable.
  - c. to invoice and guarantee the collection of, on behalf of the Professional, accounts incurred by the Club's members for golf supplies, lessons, repairs and other services in the same manner as the regular accounts of the Club, payment for which shall be on or before the 10th day of the month following the month in which the sale was incurred or the fee was earned;
  - d. to pay to the Professional an amount not to exceed \_\_\_\_\_, which shall be determined annually by the Club for actual Pro Shop and Back Shop wages, including the wages of the Assistant Pro. This payment shall also include expenses incurred by the Professional in connection with the storage, cleaning and delivery of clubs for the Club members and other incidental services. In the event that wages exceed the budgeted amount, the Professional shall pay 100% of the deficit amount incurred. The first installment of up to \_\_\_\_\_ of the budgeted amount is to be paid on or before \_\_\_\_\_, with the remaining balance to be paid on \_\_\_\_\_.
  - e. to permit the Professional the use of the racks in the Back Shop for the storage of golf clubs;
  - f. to permit the Professional the use of the dining facilities for his meals at cost; and
  - g. to grant Pro Shop staff a supply of meals ( subject to limited menu ) at cost.
5. The Professional shall be entitled to take one calendar day off each week, which day shall be mutually agreed upon and pre-determined by the Professional and the Club. Additionally, the Professional shall have such reasonable time off for tournament competition as shall be mutually determined by the Professional and the Club, requests therefore to be submitted by the Professional to the Club at least two weeks prior to the tournament date.
6. In the event of death or total incapacity of the Professional or if the Club ceases to operate or becomes bankrupt, this Agreement shall forthwith terminate.
7. Term and Termination
  - a. This Agreement shall terminate and all obligations hereunder shall cease on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, unless it is renewed for a further term as hereinafter provided for.
  - b. In the event there is a cause for termination (which shall include any violation of the terms of this Agreement), this Agreement may be terminated forthwith, without notice or pay in lieu of notice.
  - c. This Agreement may be terminated by either party for any reason whatsoever, without cause, effective ninety (90) days after notice of termination is given.
  - d. In the event this Agreement is terminated by the Club other than for cause, the Club shall be entitled to pay to the Professional the equivalent of three (3) months pay in lieu of giving notice pursuant to paragraph 7 (c) above and same shall constitute the entire obligation of the Club to the Professional in respect of notice or pay in lieu of notice of termination and severance.
  - e. In the event both parties are desirous of continuing this Agreement beyond, and it has not been terminated prior thereto, the parties shall communicate such desire at least thirty (30) days before the expiry of this Agreement and the Agreement shall be continued on the same terms and conditions of this Agreement on a year to year basis, and for fixed terms of one year, save and except for compensation will be reviewed and determined annually.
8. This Agreement shall not be assigned by either party without the written consent of the other party.

**g. Private Contract 4**

MEMORANDUM OF AGREEMENT EXECUTED IN THE CITY AND DISTRICT OF \_\_\_\_\_  
THIS FIRST DAY OF \_\_\_\_\_, 20\_\_.

BY AND BETWEEN: \_\_\_\_\_ a body politic and corporate, duly incorporated  
according to law, and having its head office and principal place of business at  
\_\_\_\_\_  
Hereinafter referred to as "the Club".

AND: \_\_\_\_\_ Golf Professional, of the City of \_\_\_\_\_ and therein  
residing and domiciled at \_\_\_\_\_. Hereinafter referred to as "the Professional".

WHEREAS the Club requires the services of the Professional as a Golf Professional at the Club, which  
said function the Professional is prepared to fulfill subject to the terms and conditions of this agreement;  
and WHEREAS the parties wish to set forth in writing the terms and conditions of their agreement;

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

1. That the Club hereby engages the services of the Professional as its Golf Professional for the Club, the whole subject to the terms and conditions of the present agreement. That this contract be for \_\_\_\_ year(s), namely the \_\_\_\_\_ golf season(s).
2. That the term of the employment of the Professional shall be for the golf season, namely from \_\_\_\_\_ to such time as the Board of Directors of the Club decide to close the Club.
3. That during the term of the present agreement, the Professional shall be responsible for providing all necessary personnel at his sole cost and expense, to efficiently perform the following functions:
  - a) to run the Pro Shop;
  - b) to clean, maintain and store the members' golf equipment;
  - c) to load and unload the golf bags;
  - d) to operate the driving ranges, including cleaning the golf balls used on the driving range and making certain that the golf balls are collected from the driving range and are made ready for use by the members of the Club;
  - e) to run the tournaments that the Club may decide to host. The Club will pay the Professional \$ per head for outside tournaments that the Club decides to host.
4. It is understood and agreed that the Professional shall at all times be responsible for maintaining and paying sufficient personnel to perform all of the above-mentioned functions, the whole at his own cost and expense, unless otherwise provided herein.
5. That as compensation for the aforementioned services the Professional shall receive the following sums:
  - a. Retainer \_\_\_\_\_
  - b. Pro Shop Profit \_\_\_\_\_
  - c. Electric Carts \_\_\_\_\_
  - d. Storage and Cleaning \_\_\_\_\_
  - e. Pension \_\_\_\_\_

Payable as follows  
April 1 \_\_\_\_\_  
May 1 \_\_\_\_\_

June 1 \_\_\_\_\_

July 1 \_\_\_\_\_

August 1 \_\_\_\_\_

September 1 \_\_\_\_\_

6. The Club hereby undertakes to provide for the Professional and any assistant staff, without charge, breakfast, lunch and supper when said individuals are on duty at the Club. Other staff, retained by the Professional, shall be entitled to purchase meals, in the Club staff canteen, from the Club at a cost of \$ per meal.
7. The Club will supply a tractor and a picker which shall remain its property. The Club will supply 50% of new ball purchases for the driving range. The Professional will supply Ball Washer and \_\_\_\_\_ golf balls for driving range. Unless otherwise provided herein, the Professional shall be responsible for any expenses involved in the supply or maintenance of equipment needed for the operation of the driving range.
8. The Professional shall have the exclusive right to give golf lessons on the property of the Club to members only. The Professional shall have the right to appoint assistants to give lessons and to run the Pro Shop, with the salary of any such assistants to be paid by the Professional and the Professional shall have the right to retain all fees from any lessons as herein provided.
9. That the Club will include in house accounts rendered to members the amounts of charges made to members by the Professional for stock purchases from the Pro Shop or for lessons given by the Professional or any of his assistants. The Club will pay the Professional against vouchers submitted by him on the fifteenth (15) day of the month following the submission of the vouchers in question. It is understood that all merchandise and equipment will be sold on the basis of cost plus 25% on hard goods and cost plus 40% on soft goods.
10. The Professional agrees that during the term of the present agreement he shall use his best efforts, skills and energy to promote the interests, products and services of the Club and that he shall during the said term devote his entire time, efforts, skills and energies to the affairs of the Club during the normal hours that the Club is open and shall furthermore exercise such powers as may from time to time be assigned to him or vested in him by the Club's Captain.
11. The present agreement shall automatically terminate upon the death of the Professional.
12. Neither of the parties hereto may transfer their interest in the present agreement without obtaining the prior written consent of the other party. Subject to the foregoing the present agreement shall inure to the benefit of and be binding upon the heirs, successors, assigns and legal representatives of the parties hereto.
13. That the Club guarantees that for the year 20\_\_\_\_, the Professional's net income after providing for depreciation on equipment on the basis of % per annum straight line shall be no less than \$ \_\_\_\_\_ including pension.
14. The Club undertakes to provide proper fixtures and counters in the Pro Shop and to retain ownership of same.
15. The Club will provide fire insurance on contents in the Pro Shop covering the Professional and the Club as their interests may appear.

16. The parties acknowledge that the present agreement is not subject to automatic renewal.
17. The present agreement shall be governed by, construed and enforced in accordance with the laws of the province of \_\_\_\_\_.
18. Any notice required or permitted to be given under this agreement shall be in writing and may be given by any means reasonably calculated to reach the other party, including, without limiting the generality of the foregoing, telegram, cablegram or prepaid mail addressed to such party at its address as herein contained. Such notice if given by telegram or cablegram shall be deemed to have been received on the day following dispatch thereof and notice given as aforesaid by prepaid mail shall be deemed to have been received not later than five (5) days after the mailing thereof.

IF TO THE CLUB: \_\_\_\_\_

IF TO THE PROFESSIONAL: \_\_\_\_\_

Either party may by notice in writing as herein provided, change its address for notices hereunder and such address as so changed shall be deemed to be the address of such party for the purposes of notices hereunder.

IN WITNESS HEREOF the parties hereto have signed at the place and on the date first hereinabove mentioned.

## 7. Alberta PGA Survey Results

The Alberta PGA can provide your facility with customized in depth analysis on compensation. Analysis Levels include: by classification, by type of facility, by rounds played, by staff, by course revenues etc.

Survey Results by Classification (2002 Alberta PGA Survey Information)

### Alberta - Provincial Analysis

	<u>Responses</u>	<u>Region</u>	<u>Gross/Month</u>	<u>Months</u>	<u>Annual</u>	<u>Value of Benefits</u>	<u>Compensation</u>
<b>EP</b>	<b>17</b>	<b>All</b>	<b>\$ 6,740.39</b>	<b>12.00</b>	<b>\$ 80,885</b>	<b>\$ 17,115</b>	<b>\$ 98,000</b>
HP	28	Calgary and Area	\$ 5,372	11.79	\$ 63,937	\$ 15,267	\$ 79,204
HP	8	Central	\$ 3,754	10.63	\$ 40,692	\$ 22,294	\$ 62,985
HP	19	Edmonton and Area	\$ 4,179	11.11	\$ 47,045	\$ 9,420	\$ 56,465
HP	15	Northern	\$ 4,140	11.20	\$ 46,959	\$ 10,674	\$ 57,633
HP	10	Southern	\$ 4,834	11.40	\$ 56,360	\$ 11,333	\$ 67,693
<b>HP</b>	<b>80</b>	<b>All</b>	<b>\$ 4,591.05</b>	<b>11.28</b>	<b>\$ 52,838</b>	<b>\$ 13,663</b>	<b>\$ 66,502</b>
AS	45	Calgary and Area	\$ 2,626	9.96	\$ 26,456	\$ 5,362	\$ 31,819
AS	5	Central	\$ 2,300	8.80	\$ 20,560	\$ 4,930	\$ 25,490
AS	10	Edmonton and Area	\$ 2,442	8.30	\$ 21,140	\$ 6,114	\$ 27,255
AS	5	Northern	\$ 2,292	7.00	\$ 16,040	\$ 1,450	\$ 17,490
AS	3	Southern	\$ 2,317	8.33	\$ 19,483	\$ 2,633	\$ 22,117
<b>AS</b>	<b>68</b>	<b>All</b>	<b>\$ 2,536.38</b>	<b>9.34</b>	<b>\$ 24,168</b>	<b>\$ 5,132</b>	<b>\$ 29,299</b>
App	34	Calgary and Area	\$ 2,047	8.09	\$ 16,990	\$ 4,080	\$ 21,070
App	5	Central	\$ 1,860	6.80	\$ 12,680	\$ 2,310	\$ 14,990
App	16	Edmonton and Area	\$ 2,097	8.13	\$ 17,593	\$ 3,193	\$ 20,786
App	8	Northern	\$ 2,150	6.25	\$ 13,500	\$ 1,325	\$ 14,825
App	7	Southern	\$ 1,907	8.00	\$ 15,557	\$ 1,625	\$ 17,182
<b>App</b>	<b>70</b>	<b>All</b>	<b>\$ 2,042.56</b>	<b>7.79</b>	<b>\$ 16,278</b>	<b>\$ 3,174</b>	<b>\$ 19,452</b>

EP = Executive Professional

HP = Head Professional

AS = Associate Professional

APP = Apprentice Professional

\*Value of Benefits include: Dues, Tournaments, Seminar Fees, Clothing, Meals, RRSP, Car.

## ***Alberta Professional Golfers' Association***

Alberta PGA  
#204 – 5809 Macleod Trail SW  
Calgary, AB T2H 0J9

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### ***Providing Golf Courses with Employment Services for Golf Professionals***

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