

SEPT/OCT  
**2006**

# host to host

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## Message From The President

by Steve Hockett, CCM, President

I would like to thank Andrea Curthoys, Keith Pearson, CCM and the fundraising Committee for their professionalism and perseverance with the Annual Fundraiser Auction. As you know by now, the event has been postponed until November 14th and will take place in conjunction with the Annual Meeting at the Los Angeles Athletic Club. It seems that we learned a valuable lesson when we scheduled this event. With only the best of intentions, we thought that the schedule would work for the first Monday after Labor Day. Well, many members had plans with their families, had to work, or for other various reasons were unable to attend. Your Board had a difficult decision to make, but I truly feel that we made the right one to regroup. We have some great plans for November 14th, which you will be hearing about soon. I would also like to

### CLUB MANAGERS ASSOCIATION OF SOUTHERN CALIFORNIA



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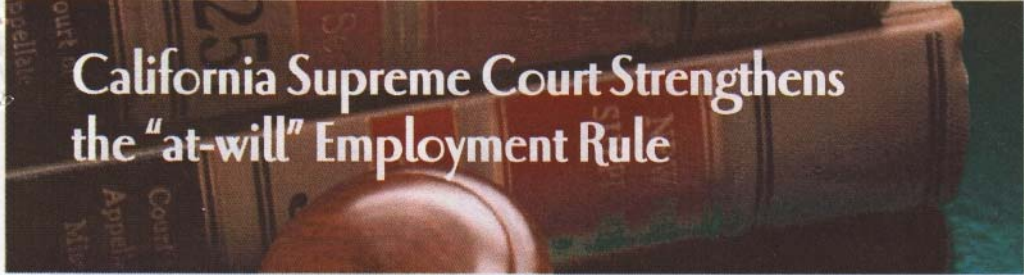
recognize Past President, Ron Banaszak, CCM for his patience and eagerness to show off the Long Beach Yacht Club.

I would like to acknowledge a great job by Bob Leenhouts, CCM and Raphael Tuch for fulfilling our vision and providing such an elegant evening at Shady Canyon last month. I know that all of the Facilities Managers were impressed and very happy to share information. In addition, kudos to David Rudge, Facilities Director for Big Canyon Country Club for leading the best practices discussion.

October will provide two great opportunities to enjoy some camaraderie and obtain some education also. The month begins with the California All State Meeting at the La Jolla Beach and Tennis Club. This will give us another venue to meet with fellow members from throughout the state and will allow the Board to meet again with the leadership from the other three chapters in the state concerning an all California Chapter. At the end of the month, we will be meeting in Newport Beach on October 29th and 30th for a Spouse Weekend. Thanks to Tom Gilbertson, CCM and Brian Carlson, CCM for planning this event. Priscilla and I are looking forward to seeing so many great friends at this event. Watch for information to be distributed soon.

We are heading down the stretch in 2006 with your Board agenda which includes the budget process, the Tubach Scholarship, the Nominating Committee work and preparing our entry for the Chapter of the Year competition at Conference. We are blessed to have so many dedicated individuals willing to serve the needs of our membership.

Wishing everyone a cooler and prosperous fall season, I restate my honor to serve as your Chapter President for 2006.

The image shows a close-up of a wooden gavel resting on a stack of books. The text "California Supreme Court Strengthens the 'at-will' Employment Rule" is overlaid in a white, serif font. The background is dark and slightly blurred, focusing attention on the gavel and the text.

## California Supreme Court Strengthens the "at-will" Employment Rule

Unless collective bargaining agreements impose limitations on the employer to terminate a worker, the general rule is that the employment status of most employees is "at-will." This means that either the employer or the employee has the right to terminate the relationship at any time, for any reason or without any reason.

Over the years, appellate courts have chipped *away* at the "at-will" role. Some lower courts had decided that when employers told employees that they could be terminated at any time, this did not mean that they could be terminated without cause because there were "ambiguities" that could be explained by the employee. In these cases the courts found reasons why the terminated employee could introduce extrinsic evidence - usually only his or her oral testimony - that the "understanding" of the parties at the time of hire was that the termination should only be "for cause."

On August 3, 2006 the California Supreme Court issued a unanimous decision in *Dore v. Arnold Worldwide, Inc.* that resolved the conflict among lower courts in favor of employers and thus strengthened the "at-will" employment rule. The Justices confirmed that when an employer tells its employees that they are hired on "at-will" basis, there is no ambiguity in the nature of the employment that would permit explanations that various oral representations, conduct, or documents, led the worker reasonably to understand there existed some implied-in-fact contract that provided that he or she would not be discharged from his employment except for cause.

The meaning of the phrase "for cause" is broad but specific and is usually linked to performance issues, absenteeism, bad workplace behavior, or some other form of misconduct. Prior to this Supreme Court decision, lawyers would file suits for "wrongful termination" asserting claims such as breach of the implied covenant of good faith and fair dealing, intentional infliction of emotional distress, fraud in the inducement to hire, and negligent misrepresentation. That will no longer be recognized and such lawsuits will now be quickly thrown out on summary judgment motions.

As a consequence of this case, employers will be able to reduce that portion of their overhead which in the past was consumed by defending wrongful termination lawsuits or settling out of court with disgruntled former employees to avoid the uncertainties of a plenary trial and appeal.

All employers will benefit from this decision because the highest court made a clear statement of the law. We would be happy to discuss with you the broad implications of this ruling or how it may impact your individual situation.

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