

## **The Language of Agreement: A Content Analysis of Employment Contracts**

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**Abstract:** Contracts are common forms of legal documents that play an important part in human daily lives. However important, still contracts are just conformed yet left unread especially the terms which may be detrimental once breached for contracts are drafted with legal language which differs from laymen's. This qualitative research study employing content analysis described the morphosyntactic features and terms of employment contracts. Twenty contracts from private organizations were used in this study and it was found out that employment contracts used affixes, nominals, modals, binomial expressions, conditionals, and passives with lengthy and complex sentences. Contracts also imbed statutory, express and implied terms. With the morphosyntactic features, employment contracts become abstract, nominal and impersonal in nature and they contribute to the tone of formality of contracts. It has become controlling with its modal verbs and conditionals which present hypothetical situation which are introduced by words like if, should, unless, in case and in the event that which are usually inserted in a single sentence and perhaps being inserted with phrases within the clause. Contracts have a rhythm with a smoother flow of ideas with the use of binomial expressions. Besides, contracts present a great deal of information with its lengthy and complex sentences with its imbedded statutory, express and implied terms with which both employer and employee agree.

**Keywords:** applied linguistics, content analysis, employment contracts, linguistic features, imbedded terms

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### **I. INTRODUCTION**

Legal documents like contracts Hashem (2012) are common forms of complex documents that require close attention for it uses legal text and English legislative writing which has long been criticized for its incomprehensible, circumlocutious, meandering syntax and extreme linguistic conservatism (Bhatia, 1987). The nature and general content of contracts are specified by law which language quite differs from a lay reader's. Several important information in these documents are implied by a set of complicated legal terminologies (Crandall, 1979); syntactic features are probably more distinctive of legal English than are lexical ones, and certainly account for more of the difficulties of laymen in comprehending it (Danet, 1980). Thus understanding employment contracts may not be easy and often than not, it is conformed and signed yet left unread particularly the terms that may be detrimental to the employment once breached. Moreover in so many instances, the lay reader would enter into a contract quite unaware of the different interpretations of the stated information and thus, there is always room for disagreements and expensive disputes. Moreover, many lawyers are aware of the difficulties that non-lawyers have in understanding legal discourse (Charrow & Charrow, 1979). There have been many thorough studies of legal language by lawyers themselves yet have focused almost exclusively on the lexical level and several studies only focused on determining the frequency of the word usage in legal documents (Charrow & Charrow, 1979). Moreover, syntax has received relatively little attention (Hiltunen, 1990). To date, there have been few linguistic analyses of legal language but the results from those studies that have been undertaken indicate that there is more to legal language than a specialized vocabulary. More so, in the local setting, not enough study about the language of contracts has been made to describe linguistic features as well as terms that would help lay readers to understand them; thus, this study was conducted to describe the morphosyntactic features as well as the terms in employment contracts.

#### **Purpose of the Study**

This purpose of this qualitative research study employing content analysis is to describe the morphosyntactic features as well as terms of employment contracts. Other than describing the content of employment contracts, functions of messages contained in contracts are as well determined and described. This analysis is helpful to understanding employment contracts as to its linguistic features and terms are concerned.

### **Research Questions**

1. What are the morphosyntactic features of employment contracts?
2. What terms are in the employment contracts?

### **Theoretical Lens**

This paper is seen through the lens of Fromkin, Rodman and Hyams (2013) on the theory of language since this study will be looking into linguistic features of employment contracts. The theory on language says that sentences have structure that can be represented by phrase structure trees containing syntactic categories. In addition, the book of Celce-Murcia, Larsen-Freeman and Williams (1983) has been also used as a theoretical basis in analyzing the linguistic features of employment contracts. It details how words are formed and how syntax are constructed and elaborated. Moreover, the book of Finegan (2014) has also been used in analyzing linguistic features of contracts. It explains structure rules and their function and implication.

Moreover, this study anchors on the contract of employment theory of Freedland et al. (2016) which describes contract of employment as the central legal institution of modern English employment law which provides foundation upon which most statutory employment rights are based on. As well detailed in the theory that in contracts, the language must contain a promise clear enough that an employee would reasonably believe that an offer has been made; statement must be disseminated to the employee in such a way that the employee is aware of its contents and reasonably believes it to be an offer; and the employee must accept the offer by commencing or continuing to work after learning of the policy statement.

### **Significance of the Study**

This study may serve as a guide to both employer and employee on understanding employment contracts as to its morphosyntactic features and terms.

Moreover, this study may be highly beneficial to human resource personnel and administrators for they may be given an insight on linguistic features and terms of employment contracts. Even they would be guided on drafting the contract to protect the right of an employee as well as the rights and powers of the employer to consider salient information be imbedded in the contractual agreement.

This study may also give insights to educators in including in their teaching the linguistic features of employment contracts as well as its terms. They may want to include this in their teaching in the technical writing or English for Specific Purposes courses. This study may provide inputs for students to be able to understand the linguistic features of employment contracts and its terms as well. It would be able to allow students to understand the rights of the employee and employer conveyed through the language of contract since students may be employees or employers later in the future.

Moreover, this study may provide insights to future researchers to further investigate other features of employment contracts employing other relevant analysis. Finally, this study would contribute knowledge to the field of sociolinguistics for greater understanding of the nature and manifestation of language of law in legal contracts and documents.

### **Definition of Terms**

The following terms used in the study are defined as follows:

**Language of Agreement** refers to the language used in employment contracts. It also refers to the terms that are used to convey message in terms of employment.

**Content Analysis** refers to an analysis which is to identify and enumerate occurrences of specific messages and message characteristics embedded in texts (Frey, Botan & Kreps, 1999). However, in this study, it is a qualitative content analysis in which the researcher is more interested in the meanings associated with messages than with the number of times message variables occur.

**Employment Contracts** refer to the agreement between employer and employee which governs the relationship between both parties. This refers to a legal instrument which regulates the conditions of employment (Hashem, 2012). It is a legally binding agreement between two parties, the employer and the employee, and is designed to give both parties security and protection. It determines rights and obligations on their signatories, and have been introduced in order to reduce risks and to regulate inter-business relationships (Pace, Prisacariu & Schneider, 2007).

### **Limitations and Delimitations**

This study is delimited only to describing the morphological and syntactic features of employment contracts as well as its terms expressed or imbedded. However, this study has limitations too such as professionals and companies are hindered to give a copy because of the non-disclosure agreement stipulated in

the contract and some employment contracts were only available at the head office and retrieving them is somehow impossible.

And thus, I needed to wait for a longer time for the retrieval and I made a letter of request stating that contracts will only be used as a material for the study and not to be used as evidence for any disagreement which may raise future disputes against the company. Another weakness was that, some gathered employment contracts lacked terms which are deemed necessary to be stipulated in the contractual agreement. And so I collected twenty employment contracts which were much more than what was required and I considered only employment contracts with a few number of pages rather than just those printed on one page.

### **Organization of the Study**

To impart my knowledge in the sphere of linguistic analysis, I studied the language of employment contracts as to its morphosyntactic features and imbedded terms. This qualitative research study is organized according to the prescribed format of the Professional Schools of the University of Mindanao.

Chapter 1 presents the introduction which focuses on the problem situations that will justify the conduct of the study followed by the purpose of the conduct of the study, then laid down the research questions and theoretical lens that discusses the theory which the study is anchored then followed by the significance of the study which discusses benefits of the study to the general public, then the definition of terms which defines and gives clear definition and explanation as to how they are used in the study, then, the delimitations and limitations of the study which discusses the weaknesses, generalizability, and threats to validity of the study and finally is the organization of the study.

Chapter 2 lays down the review of related literature that would help in the interpretation of the findings of this study. The excerpts are from the international and local authors for reliability.

Chapter 3 explains the methodology of the study which includes the research design, role of the researcher, materials, data collection, data analysis, trustworthiness of the study, and ethical considerations. It discusses the qualitative methods and the different processes and procedures undertaken to obtain the necessary data. This provides the reader a detailed discussion as to how the study will be conducted.

Chapter 4 presents the results of data collection. This provides light to the answers on the research questions that are established. It consists of affirmations from the result and explains key findings per research question as compared to literatures cited.

Last is chapter 5 which presents the discussions of key findings. It also elicits the implication for educational practice, implication for further research and the concluding remarks.

## **II. REVIEW OF RELATED LITERATURE**

In this chapter presented are the reviews of related studies and literature which establish relationship with the present study.

### **Content Analysis**

Content analysis is the systematization of text analysis. It analyzes the form and substance of communication (Yang & Miller, 2008). With content analysis, imbedded meanings and ideas are revealed through analyzing patterns in elements of the text such as words and phrases. The texts are coded based on a researcher's created coding system in order to make observations about the messages conveyed (Babbie, 1999).

In addition, content analysis is a research method concerning communication in which content is transformed through objective and systematic application of categorization rules into data that can be summarized and compared (Holsti, 1969). It includes aspects of qualitative and quantitative methodology. Quantitative in a sense that it may focus on word frequency counts and qualitative which may focus on analyzing the meaning and function of the content rather than frequency counts and how often messages occur like what quantitative does.

Content analysis is usually employed on many documents like financial news articles, contracts and the like in which legal language is used.

Zelenka (2012) stated that legal language is used in variety of documents like treaties, conventions, contracts etc. Schumaker and Chen (2009) examine a predictive machine learning approach for financial news articles analysis using several different textual representations as it uses legal writing. They investigated the different textual representations and found that a proper noun scheme performs better than the de facto standard of bag of words.

The documents of the European Union (EU) for example show various features of texts written for legal, business and other specific purposes. Trebits (2009) found out one type of cohesion in EU documents which describe and uncover textual organization patterns which represent diverse fields of activities of the EU. Furthermore, Pace et al. (2007) found out and proposed to have used formal language based on deontic notions of obligation, permission and prohibition on electronic contracts.

## **Employment Contracts**

Moreover, employment contracts as a legal document use language of the law. It is defined as an agreement between both parties and it is typically deliberate and legally enforceable, and thus binding. The law is sacred and it constitutes delicate and sensitive legal matters that are imbedded in language (Freedland et al. 2016). Everything is recorded in written form which will become a document and eventually will become record which is part of human daily lives like what contracts are. Yet, law has a definite style and register which baffles laymen through the years.

Besides, contracts have language which needs to be understood by both parties signing it. Trosborg (1997) stated that research in the field of legal language has been concerned with syntactic complexity and distinctive lexical features. Moreover, Trosborg (1995) finds that language of the law selects patterns of regulative distinct form. In addition, Jianping (2005) also stated that contracts as a legal document has its distinctive linguistic features. And thus, laymen encounter difficulty in understanding them.

Like in a contract, Masson and Waldron (1994) stipulated that absolute levels of comprehension on language in legal documents were still very low despite contracts were redrafted in three stages to produce three modified versions. With the three stages of redrafting the legal contracts in which removed and replaced are the archaic and redundant terms for the first stage; simplified are words and sentence structure for the second stage; and defined and replaced are the difficult terms for the third and final stage of contract redrafting, still the result of comprehension is very low though marked and recorded the enhanced comprehension, however still absolute levels of comprehension were very low.

Masson and Waldron (1994) stated that though legal contracts are redrafted into simpler terms and language still laymen have difficulty understanding legal concepts which sometimes conflict with prior knowledge and beliefs. Indeed, language in documents like contracts uses distinctive forms which may differ from laymen. And thus, understanding them is a difficulty.

## **Morphosyntactic Features**

Gibbons (2005) stated that legal language comes from natural language to which specialized words and specific meanings corresponding to the legal nature of that discourse are added. Even legal genres are defined as highly institutionalized and sometimes ritualized discourse of the law often follows regular patterns; organized sequences of elements which each play a role in achieving the purpose of the discourse.

Concerning the morpho-syntactic features of legal English in the field of contracts, it is but proper to say that its language features are very wide. Large proportion of words is highly formal and its syntactic features are distinct and specialized (Veretina-Chiriac, 2012).

Morphological features refer to linguistic features of word formation in a language. In this study, morphological features refer to affixes, modals, and nominals. Syntactic features refer to the structure of sentences and their structural and functional relationships to one another. In this study, syntactic features refer to binomial expressions, conditionals, passive and sentence length and complexity.

Several studies claim that legal English use distinctive language features which are different from that of laymen's. Trebits (2009) illustrated how legal language differs from other common-core English varieties. In her study, she studied twelve bilateral legal agreements and contracts signed during the years 1962-1993. She investigated two main areas of nominal group in addition to other grammatical units: complexity of the noun phrase and type of modification.

Her main conclusions were that the differences lay in the heavy use of complex noun phrases and the high frequency of relative clauses and prepositional relative clauses as post-nominal modifiers of the finite in legal texts (Trebits, 2009).

In the study of Berezowski (2011), he compared the use of the modal *shall* in their clauses of conditionals in legal English to the uses of the modal *will*: a temporal use and a nonepistemic modal use. The comparison provides the foundation for examining the use of *shall* in Biblical translations, where this verb has outlived its demise in general English, and both of these sources inform the analysis of *shall* in legal conditionals. Specifically, it is claimed that the modal *shall* is not inherently deontic in legal English but is used as an explicit marker of the authority vested in the authors of spoken and written texts.

Veretina-Chiriac (2012) also stated that features of legal English are distinct with adverbial elements that are very often coordinated. She also stated that legal English is highly nominal in nature; the insertion of premodifying elements is restrained; verbal groups used in legal language are notable for the high proportion of non-finites. Long sentence, repetition of lexical items, complete major sentences, and complex sentences are another syntactic features that can be met in a legal text. The textual features of legal English are fewer patterns of spacing (especially old legal English), fewer punctuation, clear logical sequence and initial capitalization.

Danet (1980) claims that syntactic features of legal language in documents are distinctive of legal English and definitely account for difficulty of laymen in comprehending it.

Gustafsson (1984) also states that in legal English, binomials are 4-5 more common than in other prose texts, and thus they have definitely become a style marker in law language. In addition, binomial expressions are needed for technical accuracy however, Gustafsson (1984) stated that in some cases, binomial expressions serve no specific purpose. Danet (1980) pointed out that legal register is striking for its use of elaborate parallel structures and those binomial expressions are special case of parallelism which has been a feature of English law language.

In addition, Tenedero (n.d) in her study on trading agreements confirms the use of traditional legal form characterized by the use of impersonal noun references; modal verbs, particularly shall; legal archaisms; and long sentences. Further, Holt and Johnson (2010) stated that an online trading agreement is one of the legal documents which are described as intricate and incomprehensible to a lay person. The intricacy of such document and text is ascribed to its linguistic features that characterize its form and structure.

Coulthard and Johnson (2010) listed twelve linguistic features of contracts including binomial expressions, cohesion, complex prepositions, impersonal noun phrase, legal archaisms, modality, negation, nominalization, passive constructions, sentence length, and specialized legal lexis. Tiersma and Solan (2002) identify these features as barriers to effective communication.

Furthermore, Danet (1980) and Hiltunen (1990) outlined linguistic/stylistic features typical of legal language and it usually uses technical terms, common terms with uncommon meanings, archaic expressions, binomials, formality, unusual prepositional phrases and the use of any.

Hiltunen (1990) concluded on the issue of vocabulary by stating that adjectives in legal English are limited because of imprecision and vagueness and even nouns are abstract not referring to physical objectives and verbs are delicately selected from a small number of lexical sets. Furthermore, Danet (1980) also identifies features of legal register in documents: nominalization Urbanová and Billingham (1986); passives, whiz deletion, conditionals, prepositional phrase Danet (1985) in which prepositional phrases are claimed to be often misplaced; sentence length and complexity (Gustafsson, 1975). He added that an average sentence length in legal writing contains fifty five words which are twice as many as in scientific English and there are 2.86 clauses per sentence. Legal English consists of only complete sentences containing both coordinate and subordinate clauses he added, and in instances of clausal embedding or inserted clauses, it is usually common.

Zelenka (2012) also added that legal English contains complete sentences and most are in the form of statements. It follows common logical structure saying 'if X, then Y shall be Y' or alternatively 'if X, then Z shall do Y' which means that an action or requirement depends upon a set of conditions which must be satisfied before anything at all can happen (Crystal & Davy, 1969). Zelenka (2012) also added that modal verbs are extremely common in general English and legal texts.

Modals *can* and *may*, *may* as the second most frequently used after *shall*, are used mainly to express possibility rather than permission and the modal *must* is used commonly for both necessity and obligation. The modal *shall* has the most striking difference among the modal verbs in legal writing. It is mostly used to impose obligations and prohibit actions (Zelenka, 2012)

Huddleston and Pullum (2002) also found out that modality includes various semantic notions such as ability, possibility, obligation and imperative meaning. Concerning the morphological features of legal English in documents like contracts, Veretina-Chiriac (2012) stated that the range of vocabulary is very wide and large proportion of words of highly formal. It uses many archaic, borrowed and technical terms and near-synonyms are combined in binomials.

In terms of syntactic features, Veretina-Chiriac (2012) also stated that legal English is highly nominal with adverbial elements that are often very coordinated, verbal groups that are notable for the high proportion of non-finites and *insertion of* premodifying elements is restrained. Long sentences and complexity are also another syntactic feature of a legal text she added with clear logical sequence and initial capitalization.

Moreover, Veretina-Chiriac (2012) stated that synonym pairs and synonym stings are also a prominent feature in legal English. It includes the use of doublets, triplets and binomials. He added that nouns derived from verbs are mostly used instead of real verbs themselves. Even legal English is impersonal with its impersonal style reducing the agent while emphasizing the action.

This is in parallel with legal rules to be stated impersonal and thus the use of passive is predominant and using it in contracts is purposive to impede comprehension. Veretina-Chiriac (2012) also added that the impersonal style of writing with the use of passive voice is overused in all types of legal documents especially when obligation or condition is imposed. Added too is the length and complexity of sentences as the most obvious syntactic features of legal English in legal documents.

Aher (2013) stated that conditional sentences in legal English leave substantive gaps and ambiguity for it never mentions consequence if the condition clause is not met and satisfied.

### **Terms of Employment Contracts**

All employees have contract of employment either verbal or written which have the same status, yet the latter is more common for verbal contract is hard to prove. An employment contract legally defines the relationship between the employers and the employees. Both parties have to sign and agree to the contract before the employee can start working. Writing an employment contract is a necessary part of hiring someone to work. A well-written contract clarifies expectations and protects you in case of termination, resignation, or wage disputes. It replaces any prior verbal agreements between you and the employee (Freedland et al., 2016).

Contracts are signed in order to put into place the parties' understanding of what they have agreed to. It is nationally and internationally important. The importance of the employment contract was more felt since the introduction of industry (Hashem, 2012). Human resource management has tended to transform the making of a contract of employment into a more formalized and documented practice than it previously was, and in that sense, the contract of employment has become a more concrete institution which is still primarily a legal conception.

A legal contract of employment is a process into which there are many inputs from diverse sources, centrally prominent among which is a very highly complex body of employment registration which identifies it as an evolving legal institution within a changing social and economic institution setting (Freedland et al., 2016).

The idea of the contract of employment as an evolving legal institution within a changing social and economic institutional setting, concerns the sense in which and the extent to which the employment relation can satisfactorily be identified as a contractual one. It essentially concerns the set of issues about how the norms of the employment relation are open to be determined by the parties themselves. The law stabilizes transactional relations by protecting the implicit expectations of the parties to contracts by various techniques including the imposition of mandatory and supplementary rules (Freedland et al., 2016).

The established pattern in the contract of employment of the protection of expectations of co-operation from the employee and fair treatment by the employer has come under strain as a consequence of the employer's increasing expectations of functional flexibility and entrepreneurial activity on the part of the employee. In order to protect these new expectations with regard to the indeterminacy and impermanence of employment, communication and consultation, and incentive-based payment systems, legal systems need to evolve new normative standards that can articulate and stabilize these new forms of employment relations. The primary objective of this regulation is to secure fair treatment for employees so that they will be willing to co-operate with new flexible forms of employment, which in turn should promote competitiveness (Collins, 2006).

As for a contract to be valid, it has first be drafted with essential elements or terms necessary to be lawful. Like an offer and acceptance which presents a lawful offer by one party and 'lawful acceptance' of the same by the other party; intention to create legal relationship; lawful consideration which has been defined as recompense given by the party contracting to another and the price for which the promise of the another is brought; capacity of parties which states the competence of the parties to contract; free consent which states that parties have agreed upon the same thing in the same sense; lawful object which states that the object of an agreement must be valid and has nothing to do with consideration and a lot more be included for a contract to be lawful and legally binding (Freedland et al., 2016).

Moreover, Freedland et al. (2016) state that a contract of employment is an agreement between the employer and employee and will contain some terms such as statutory, express, or implied. Statutory terms are terms that are imposed, varied or regulated by law such as the minimum statutory notice period. Express terms are terms that have been specifically mentioned and have been agreed by both employer and employee like start dates, names of the parties, job title and description, place of work, hours of work, probationary period, salary, assessments, expenses, holidays, sickness and disability, pension, notice and the like.

In the absence of express terms, employment contracts need terms to be implied into them in order to make them workable, meaningful and complete. Implied terms are terms that are not set out in writing or orally agreed but may be too obvious to be recorded. These are terms that are not set out expressly but which are still contractually binding on the parties. Terms such as mutual trust and confidence, not to act arbitrarily, capriciously or inequitably, good faith and fidelity, not to disclose trade secrets and confidentiality, to obey reasonable and lawful orders, to take care employer's equipment, to employ competent workforce, to provide safe working environment, and to deal promptly with grievances are terms that are implied in the contract. They are not written down and labeled but these are meant to be understood and be part of the contractual agreement that both parties should agree (Freedland et al., 2016).

Express terms are what both parties agreed upon, however, implied terms must not be left misunderstood. Failure to understand an implied term may mean detrimental to one's employment. An implied term such as mutual trust and confidence must be understood first hand. This is the most widely applied and influential of all implied terms. The employer must not, without reasonable and proper cause, conduct him/herself in a manner likely to destroy or seriously damage the relationship of trust and confidence with the

employee. This term applies to the employee as well as to protect employer's interest. Breach of the implied term of trust and confidence may cause an employee to resign and claim constructive dismissal (Freedland et al., 2016).

An implied term not to act arbitrarily, capriciously or inequitably lasts during employment but not after its termination. Any action by an employee which seriously harms the employer's business will be in breach of this term. Likewise, an employer who discloses to third party information about an employee without good reason or consent will be in breach of this term. Carrying on business in competition with the employer, the use of the employer's list of customers including his/her business requirements can mean breaching this term (Freedland et al., 2016).

Employees cannot use confidential information for their own personal benefit during their employment. The employee may also have agreed express contract terms like not to set up in competition after leaving the employment or not to poach staff or customers for a specified period of time (Freedland et al., 2016).

These are known as 'restrictive covenants'. If they are too restrictive in their ambit, they may not be enforceable, because it can be against the public interest to restrain trade more than is reasonably required to protect legitimate business interests. This is a complex area of law (Freedland et al., 2016).

It is implied that the employee cannot disclose, either during employment or after it has ended, the employer's trade secrets or highly confidential information. Most employees will not have access to information which would amount to a trade secret. The true nature of a trade secret is something which the outside world does not or could not ascertain, such as a process or a chemical formula, secret ingredient of a recipe or the entire system of the company (Freedland et al., 2016).

The employee is obliged to obey reasonable and lawful orders may it be both a requirement of a state as well as an order given within the ambit of the employment contract. If the employee is asked to perform a function outside the employment contract which is unreasonable, the employee can, in theory, refuse. The employee needs to be careful because a small degree of flexibility is often taken to be within the contract. Also, if the employee is dismissed for failing to follow a reasonable but non-contractual order, it is still possible that the dismissal will be fair (Freedland et al., 2016). In addition, they also that the employee owes the employer a duty to look after the employer's equipment and machinery. The failure to exercise due care, leading to loss to the employer, could constitute a disciplinary matter. This will arise if the employee has injured a third party, as any claim by the latter will usually be against the employer.

The employer owes a duty to employ a competent and safe workforce, safe plant and equipment, to have a safety system at work and to pay attention to employees' complaints in relation to safety matters. The employer owes a contractual duty to provide a safe working environment. The employer is under a duty to give employees an opportunity to have their grievances heard reasonably and promptly (Freedland et al., 2016).

With the readings I have detailed above, it provided me knowledge and guide to come up with the concepts of this study employing content analysis. With these readings, I have gained knowledge on how to analyze and discuss the findings of this study and back it up with proper citations and previous research results.

### **III. METHODOLOGY**

This chapter details the comprehensive process on how this qualitative research was made. This specifically consists of the research design, role of the researcher, research materials, data collection, data analysis, trustworthiness of the study and ethical considerations.

#### **Research Design**

This qualitative research study employed content analysis which described the morphosyntactic features and terms of employment contracts. Content analysis is a widely used qualitative research technique in analyzing texts (Hsieh & Shannon, 2005). It is a family of systematic, rule-guided techniques used to analyze the informational contents (Mayring, 2002). It has been defined as a systematic, replicable technique for compressing many words of text into fewer content categories based on explicit rules of coding (Berelson, 1952; Elo & Kyngäs, 2008; Krippendorff, 1980; Stemler, 2001; Weber, 1990).

There are several types of content analysis including quantitative and qualitative methods. In quantitative content analysis, data are categorized using predetermined categories that are generated from a source in which you count how often words and phrases are used in the texts (Morgan, 1993; Sandelowski, 2010).

On the other hand, content analysis extends far beyond simple word counts. In qualitative content analysis, data are categorized using categories that are generated, at least in part, inductively and in most cases applied to the data through close reading (Morgan, 1993). Qualitative content analysis always entails counting words to detect patterns in the data, then analyzing those patterns to understand what they mean (Morgan, 1993; Sandelowski, 2010).

It is defined more broadly by some researchers to also include techniques in which the data are analyzed solely qualitatively, without the use of counting or statistical techniques (Hsieh and Shannon, 2005); (Mayring, 2002) and in this study, by employing specifically the qualitative content analysis, I, as a researcher will be more interested in the linguistic features and terms of employment contracts where meanings are associated with messages rather than with the number of times message variables occur.

### **Role of the Researcher**

Basically in this qualitative research study, as a researcher, I was the primary instrument for the data collection and analysis. I was responsible for the data gathering from the private organizations and professionals. After the outline defense, I submitted my manuscript to the Ethics Review Committee of the University of Mindanao. Then, I incorporated all corrections and revisions. After I complied all for the ethics review, I was then permitted to gather my data.

I made the letter request for the retrieval of the material. After which, I served as an encoder for the sample from the hard-printed contract data. I typed and encoded the text into the computer with Microsoft word text format. After I encoded the text, I served as data analyst. I tagged and coded sample statements, analyzed it with the theoretical lens of the study and I then made discussions.

### **Research Materials**

I used 20 employment contracts which I gathered from 20 private companies dealing with online-related employments, academic institutions, engineering fields, banking and finance and factory works. Contracts were current and in effect and professionals were still serving the company when contracts were gathered. Only contracts from private companies were included as source of data since they have varying terms, benefits, rules and regulations, terms and conditions and the like and no groupings of employments contracts were made when I went through the analysis of the data.

Also, I only gathered one contract from each company since a company may have similar contract content in all job positions except on express terms based on positions and ranking of employees. From the collected material, I selected employment contracts with two or more pages, current and in effect regardless of position and ranking in the company. Selected employment contracts were then the base data of the study.

Employment contracts from public organizations were excluded as source of data since the government has standardized template and boilerplate for contracts. In the same token, government has same benefits, terms and conditions and rules of regulations for all of its agencies and including source of data which may not warrant the necessary elements and features needed for the study.

The corpus of this study was doubled as ten is a minimum number of corpora for a content analysis of legal text (Ary, Jacobs, & Razavieh, 2002). According to Ary et al. (2002), all things being equal, the larger the sample size, the better representativeness of the population. However, the most important characteristic of a sample, therefore, is its representativeness, not its size. Moreover, Clark and Braun (2013) suggested 10-100 materials for qualitative research for secondary sources.

### **Data Collection**

Luna- Reyes and Andersen (2003) stated that many factors should be involved in the consideration of appropriate research methods for data collection and instrumentation. Moreover, Creswell, Plano Clark, Gutmann and Hanson (2003) identified observations, interviews, documents, and audio-visual materials as forms of data collection.

And so in this research study, a letter was forwarded to the human resource department of private companies to retrieve one employment contract regardless of position and rank. In the letter, it was indicated by the signatory that she may be given a copy of an employment contract solely for research purposes.

The purpose of the research as well as its significance and the research problems was also indicated and explained in the letter with its research questions for the addressee to be informed of the current research study. As to conducting good qualitative sampling strategy, I listed down private companies and from them took the contracts as corpus of my study.

Employment contracts as documents gathered were the bases of this study which employed qualitative content analysis as a way for me to gather information about how employment contracts are drafted. When I performed content analysis on a text, I made an educated guess at some of the most likely interpretations that might be made of that text. I interpreted texts in order to try and obtain a sense of the ways in which, in particular cultures at particular times, people make sense of the world around them by the use of theoretical lens presented in the previous chapter.

And so the primary stage of my data collection for this research study was the revisions from the proposal which were incorporated and submitted to the University of Mindanao Ethics Committee. Once all requirements were complied, I was then granted the compliance certificate for research Ethics Protocol. This



meant that I was cleared for carrying out using the universally accepted measures and internationally acknowledged ethical guidelines.

Letters were then drafted and checked and were personally delivered to private companies and to the professionals. Upon delivery, I clearly explained to them my purpose for gathering the data, the whole study, its purpose as well as its significance and research problem and questions.

### **Data Analysis**

In the analysis of data, three steps were employed as suggested by Miles and Huberman (1994) who stated that qualitative data analysis consists of three procedures: reduction, data display, and conclusion drawing and verification.

Data reduction which refers to the process whereby the obtained data like employment contracts for this study is reduced and organised. It is a form of analysis that sharpens and organizes data in such a way that final conclusions can be drawn and verified (Miles & Huberman, 1994). In this study, the data reduction process is the coding. In this stage, before the coding, I discard employment contracts of just only one page, however, I ensured that I have access to it for future use and referrals if required. After which, I coded all employment contracts as my corpora. Words in the employment contracts were encoded and then codes were categorized.

Data display which refers to the display of data in the form of tables, charts and any other graphical formats is made as suggested by (Miles & Huberman, 1994).

It is to draw conclusions from the mass of data and presenting it through tables and charts is essential. In this study, I presented my data through a table with frequency and percentage for the morphosyntactic features of employment contracts as to how often the variable occurs.

Conclusion drawing and verification refers to third and final stream of analysis activity in which initial conclusions may be verified.

### **Trustworthiness**

Trustworthiness is the basic concept in order to produce an effective and reliable research output. It adds a strong impact to both the researcher and her research works. This is in conformance with the idea of Lincoln and Guba (1985) who strongly stress that ensuring credibility is one of the most important factors in establishing trustworthiness and credibility. Hence, this study utilized Lincoln and Guba's (1985) work on the assessment of truth in a qualitative report. Furthermore, Guba (2003) proposed four criteria that qualitative researchers should consider in the pursuit of a trustworthy qualitative study: credibility (in preference to internal validity); confirmability (in preference to objectivity); transferability (in preference to external validity/generalizability) and dependability (in preference to reliability).

*Credibility.* To establish credibility of my study, I made sure that rigor was properly observed during the data collection. I delivered the letter request for material retrieval to each company and to professionals themselves to make sure that they understand the course of the study ensuring them that salient details of the contracts will be held confidential and it will not be used against them putting the company's interest at stake. I made sure that employment contracts are valid, in use, in effect and current. I gathered two or more pages of employment contracts to ensure richness of information. I avoided subjectivity in drawing conclusions by basing my findings to the theoretical lens of my study. I submitted the study for peer debriefing for linguistic and legal aspects. More so, I consulted a lawyer for terms I had difficulty understanding with and everything about employment contracts particularly on its statutory and implied terms. With this, credibility of the study is ensured as it is in reference to the internal validity of the study and is also involved in establishing that the results or findings are believable (Holloway & Wheeler, 2002; Macnee & McCabe, 2008).

*Confirmability.* To address confirmability of my study, I had readings on textual and content analysis and findings of other studies of same field. An audit trail was completed throughout the study to demonstrate how each decision was made and results and findings are confirmed with the theoretical lens of the study discussed and supported with various research authors. With this, confirmability of my study is addressed as it is in reference with the objectivity of the study which entails that the results must conform to the findings of other researchers in the same field (Baxter & Eyles, 1997). In addition, Tobin and Begley (2004) and Creswell (2013) also stated that the data must true and correct and not based on imagination. As well, I had my paper submitted to the debriefers for the legal and linguistics aspects of the study. The debriefers checked and validated the findings, analysis and summary. More so, confirmability questions were addressed on how the research findings are supported by the data collected. This is a process to establish whether the researcher has been biased during the study; this is due to the assumption that qualitative research allows the researcher to bring a unique perspective to the study.

*Transferability.* To ensure the transferability of my study, I provided a highly detailed description of the situation and methods. I described in detail the research context and made sure that the data is retrievable as possible. Research methodologies are explained with rich, thick descriptions so that anyone who wishes to

transfer the results to a different context can do the same. With this, transferability of my study is addressed as it is in reference to the internal validity of the study and is also involved in establishing that the results of the research are believable (Holloway & Wheeler, 2002); (Macnee & McCabe, 2008) and also it refers to the degree in which the research can be transferred to other contexts (Li, 2004).

*Dependability.* To address dependability of my study, I gathered only employment contracts that were actually used and in effect as of the current situation the contracts were gathered. As well, the processes in this study were recorded in details to ensure consistent findings, thereby, enabling future researchers to repeat the inquiry and achieve similar results (Lincoln & Guba 1985). This may also enable them to understand the methods and its effectiveness. With this, dependability of my study is addressed as it is in reference to the reliability of the study which ensures that the research findings are consistent and could be repeated.

**Ethical Considerations**

Ethical issues concerning confidentiality, consent, access to material and information protection was dealt with. Specifically, to guarantee the confidentiality of the employment contracts gathered and neither one message nor information was divulged, an application for ethical approval was properly complied with the University of Mindanao Research Ethics Committee prior to the start of this qualitative research study.

This qualitative study is bound within the seven key principles of ethical research shared by McLeod and Thomson (2009) which include the following: respect for rights of privacy and confidentiality, minimization of risk, informed and voluntary consent, truthfulness, social and cultural responsibility, research adequacy, and avoidance of conflict of interest in the conduct and practice of this study. Employment contracts were handled and kept confidentially and no information from the contract was divulged. All needed information was coded and proper names and information were blackened. The informed consent letter articulated the procedural steps to maintain privacy and confidentiality of employment contracts and parties involved. In the informed consent letter clearly declared that the message and transaction would remain confidential.

**IV. RESULTS**

Presented in this chapter are the identified morphological and syntactic features of employment contracts as well as its embedded terms.

**Morphosyntactic Features of Employment Contracts**

Table 1 shows the morphosyntactic features of employment contracts. Contracts use affixes, nominals and modals as the morphological features and binomial expressions, conditionals, and passives as the syntactic features along with the sentence length and complexity.

Of the morphological features, nominals got the highest frequency which means that there are many verbs made into nouns making the language of employment contracts highly abstract.

Of the syntactic features, passives got the highest frequency which means that the sentence construction in the employment contracts are usually passive. This implies that the object of the sentence is emphasized which contributes to the abstraction of the language of employment contracts.

**Table 1: Morphological Features of Employment Contracts**

Features	Frequency	Percentage
<b>Morphological</b>		
Affixes	3897	43.33
Circumfix	2145	55.00
Suffix	1052	26.99
Prefix	700	17.96
Nominals	4892	54.35
Modals	2523	28.03
<b>Syntactic</b>		
Binomial Expressions	900	23.09
Conditionals	2489	27.65
Passives	5428	60.31
Sentence Length and Complexity	50	30.67

## Morphological Features of Employment Contracts

### Affixes

In employment contracts, the use of affixes is noticeable. It was found to have been using suffix and circumfix of English. Consider the examples below:

*This will serve as a part of evaluating your general **performance** in consideration for your employment in this institution.* (EC11)

*Your **employment** status shall initially be probationary for a period of six (6) months during which time the Company shall observe and evaluate your **performance** to determine whether or not you are qualified for permanent **employment**.* (EC1)

The suffixes *-ment*, and *-ance* are added to a verb base morpheme *-employ*, and *-perform* which means “the state of being employed” for the newly formed morpheme *employment*; and “an act of doing a job” for the word *performance*. These suffixes are attached to a verb base in which the newly formed morpheme functions as a noun.

Noticeably, employment contracts use circumfix affix in which it has two parts, one placed at the start of a word, and the other at the end. Circumfixes contrast with prefixes, attached to the beginnings of words; suffixes, attached at the end; and infixes, inserted in the middle. It is in general a combination of prefix and suffix attachment to both in the beginning and at the end of a word. Consider the following examples for circumfixes found in employment contracts:

*The Independent Service Provider is given a personal **non-transferrable** and exclusive right to access the on-line teaching platform of the company...*(EC16)

***Non-compliance** with any of these conditions shall constitute a* ... (EC17)

The use of affixes, the suffix and circumfix in employment contracts contributes largely to the abstraction of nouns, adjectives and verbs which makes employment contracts highly abstract. Employment contracts being highly abstract makes it more formal however with its multisyllabic words that create somehow unintelligible strings. It makes the language of contracts highly abstract and focus more on abstract ideas rather than concrete.

### Nominals

Employment contracts also use nominals. These are words which have undergone nominalization which is the use of a word which is not a noun as a noun, either as the head of a noun phrase, with or without morphological transformation. Nominalization converts a verb, an adjective, or an adverb into a noun like what is stated below:

*The **validity, interpretation, construction and performance** of this agreement ...*(EC12)

*Validity* as a noun used as subject in the above statement has an adjective base *valid*, as well, *interpretation, construction* and *performance* have a verb base of *interpret, construct* and *perform*. All of them have undergone nominalization in which the adjective or verb word has disappeared as in changing the adjective *valid* into *validity* and verbs *interpret, construct* and *perform* into *interpretation, construction* and *performance*. Consider the following statements below:

*the Company's **satisfaction**, in its sole **discretion**, with the results of a background and reference check and **verification** of your* ... (EC10)

*Your **submission** to and satisfactory passing of your pre-employment medical ...* (EC10)

The words in bold above have undergone nominalization in which words have verb base and are made into nouns. The words *satisfy, verify, and submit* are nominalized making them into nouns *satisfaction, verification* and *submission*.

And so is *discrete* in which has also undergone nominalization with adjective base and made into noun, *discretion*. More so, nominalization also turns verbs into nouns even without morphological transformation like what is stated below:

The ***purchase*** of any Company X shall be subject to prior approval by Company Y. (EC6)

Any ***transfer*** to any program within the business units, whether through ... (EC2)

The *purchase* in the above statement is used and functions as noun though it has the form of a verb. It is turned into noun even without any morphological transformation or addition of affixes. So is the word *transfer* in the second statement above. It has the form of a verb however used in the statement as a noun and functions the same.

In addition, often associated with nominalization is the occurrence of prepositional phrases, introduced by *of* like what is stated below:

***The validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Republic of the Philippines.*** (EC12)

***The purchase of any PNB ROPA shall be subject to prior approval by PNB.*** (EC6)

***The 2<sup>nd</sup> condition is the submission of all pre-employment documentary requirements.*** (EC1)

***Attainment of quota will not be the sole basis in evaluation of employee's performance.*** (EC5)

Nominals in the statements above occur with *-of* phrases like *validity, interpretation, construction and performance of this agreement; purchase of; and submission of and attainment of*. It is also noted that nouns which have undergone nominalization are longer and have more syllables than the action verbs they replace. They all function as nouns and made into subjects of the sentence rather than used as verbs. With these nominals in employment contracts in which a verb, an adjective, or an adverb turned into nouns, the text in the employment contracts is now no longer describing an action but it is already focused on objects or concepts.

From the examples given, when a verb, an adjective, or an adverb is nominalized, it becomes a concept rather than an action as these nominals do not primarily refer to physical objects. As a consequence, the tone of writing sounds more abstract and more formal. They are rather abstracts and they contribute to the formality and the impersonal tone of employment contracts making contracts highly nominal in nature. This is so because employment contracts use formal written English and formal written English uses nouns more than verbs.

## **Modals**

Further, employment contracts use modals. Modality is associated by the use of modal verbs like can, could, will, would, shall, should, may, might, must. Modals are not ordinary verbs. They give information about the function of the main verb that it governs.

They are tenseless auxiliaries that take no subject-verb agreement and no infinitive *to* before the following verb. Modals have at least two distinctively different functions: deontic function expressing obligation and permission and epistemic function expressing logical probability, possibility, certainty, ability, prediction and necessity. When a modal verb is used to affect a situation, it is deontic modality and epistemic when a modal verb is used to express speaker's opinion about a statement. Consider the example that follows:

***The school shall throughout the term of this contract remunerate you in ...*** (EC4)

The modal verb *shall* in the statement above is used intrinsically with a deontic function which expresses obligation which is but saying that the employer or the school is obliged to pay the employee in accordance with the provisions of the contract agreed upon in writing. In addition, the following statements below also present the use of modals *should* and *must* which express meaning that refers to obligation.

***Should you undergo any kind of training at the expense of Company X the latter may require you to remain in its employ for a specific period.*** (EC10)

*Should your superiors determine that you are qualified to assume a regular employment status, you **shall** also be notified of such fact and your employment with COMPANY Z.* (EC5)

*You **must** be able to comply with the Company's rules and regulations.* (EC10)

Modal verb *should* as used in the statements above is used to have deontic modality which expresses meaning that refers to obligation. It says that an employee has the obligation to undergo any training at the expense of the Company X (first statement) and that superiors have an obligation to determine whether an employee is qualified for a permanent position (second statement). These meanings give us the idea that the modal verbs *should* and *must* as used in the statements refer to authority and judgment of the speaker rather than knowledge or belief. The modal verb *must* in the third statement also bears deontic meaning which refers to obligation which says that an employee has an obligation to comply with company rules and regulations. With the modal verbs *should* and *must* in the statements above make sentences to have deontic meanings which are often used to influence realization of actions or situations.

However a modal *must* which is equivalent to a modal *should* with deontic meaning which refer to obligation, can also express epistemic meaning which refers to necessity. Consider the statement below:

*You **must** satisfactorily pass all the certification tests you are required to take in the course of your employment.* (EC10)

The modal *must* as used in the statement above does not express deontic meaning but epistemic in which meaning refers to necessity. It says that it is necessary that an employee must pass all test required of his/her employment.

Further, the modals *may* and *could* express epistemic meaning which refers to possibility like what is stated below:

*Subject to applicable law, the company **may** suspend you without pay while investigating any matter which the Company believes **could** lead to the Company exercising its rights or taking any other disciplinary action.* (EC10)

The modal verbs *may* and *could* in the statement above have epistemic meaning which refers to possibility which says that the company has the possibility to suspend an employee without pay (1<sup>st</sup> clause) and that whatever could lead the company as it exercises its rights and taking any disciplinary action (2<sup>nd</sup> clause).

Moreover, the modal verb *will* expresses prediction like what is stated below:

*I **will** take upon my honor to strive to render my functions faithfully as a ...* (EC11)

The modal verb *will* as used in the statement above has an epistemic meaning which refers to prediction, in which in that statement, it says that an employee predicts to take upon his/her honor to strive to render his/her function until the day of this employment. Moreover, modals are very important because they involve communication about permission, obligation and decision (deontic) and about possibility, necessity and prediction (epistemic). The use of modality in employment contracts immediate communicative interaction between legal authority and the addressee. It bears special functions and it gives information about the function of the main verb it governs.

## **Syntactic Features of Employment Contracts**

### **Binomial Expressions**

Employment contracts were found to have been noticeably using binomial expressions. Binomial expression is the parallel use of two terms with the same conceptual meaning. It is a special kind of parallelism with two words that are linked by a conjunction (usually and/or) and used together as a fixed expression.

*The employee shall **hold and maintain** the confidential information in strictest confidence, **privacy and security**, the **sole and exclusive** benefit of the company.* (EC1)

In the examples above, binomials are repetitive and synonymous. They are all synonymous or of the same meaning which belong to the same lexical class. They are also syntactically coordinated and semantically related like *hold* and *maintain* in which *hold* is a verb which means to have or to keep and so is *maintain* which means the same. *Privacy and security* and *sole and exclusive* mean the same too. *Privacy* is a noun and so is *security* which both mean the state of being alone or protected. *Sole and exclusive* moreover is repetitive and synonymous. Both are adjective which means single or not shared. Consider the following statements for more examples for repetitive and synonymous binomials in employment contracts:

*The employee **understands and acknowledges** that **non-compliance or violation** of any provision of agreement shall result to his termination of employment.* (EC2)

*...will be immediately **due and payable** by you to the Company without need for demand.* (EC2)

*Any **alterations or revisions** to the **terms and conditions** provided herein shall be made in writing and executed by both you and the company before such **alterations or revisions** may take effect.* (EC2)

Moreover, binomials in employment contracts are fixed expressions in which the word order is fixed and irreversible which means that its formulaic pattern cannot be changed like *terms and conditions* as stated above. Irreversible by itself means, one cannot say ‘regulations and rules’ or ‘conditions and terms’. Inverting these binomials from its succession of words would result to barely understandable and awkward expressions. With the use of these binomials in employment contracts helps readers to smoothly understand ideas. It has an echoing effect to the readers once the expression is read. It puts rhythm to the sentence which gives ideas a smoother flow and thus can be persuasive because of the repetition it employs.

### **Conditionals**

In employment contracts, the use of conditional is noticeable. Conditional sentences are sentences which express factual implications and hypothetical situations and their consequences. It contains two clauses: the dependent clause expressing the condition and the main clause expressing the consequence. Consider the example below:

***If Company X believes, on the reasonable grounds, that the Employee has or may have engaged in serious misconduct, then it may, after giving ...***(EC4)

The statement above presents the condition which has to be met by an employee in order for something to happen. The condition is presented with an *if* for the clause expressing the condition. It is but saying that if Company X believes that the employee is engaged in serious misconduct, it may suspend him/her from his/her duty.

Moreover, conditionals in the employment contracts are often usually inserted with phrases within the sentence like in the example below:

***If Company X believes, on the reasonable grounds, that the Employee has or may have engaged ...***(EC4)

***If, after the period(s) referred to in clause 5.1, Company X concludes that the Employee’s performance has not improved to the satisfaction of Company X, and subject to the same form of enquiry Company X may terminate the employment.*** (EC10)

The prepositional phrase –*on the reasonable grounds* is inserted in the condition clause right after the subject and the verb. In the second statement, the condition clause is as well inserted with an adverbial phrase. With phrases inserted within the conditional clause, it makes the language of employment contracts more complex and lengthy which presents great deal of information and adds further hypothetical situation.

Further, conditionals in the language of employment contracts do not only use *if* clauses however are formulated in various ways of using words. Consider the examples below:

***In the event that** such protection against disclosure is not obtained, you will be entitled to disclose the confidential information, ... (EC14)*

***In case of absences**, as may be determined by the Company, you may be held ... (EC2)*

***Should** you fail to complete such period, ... (EC5)*

In the examples stated above, the conditional clause is introduced with words such as *-in the event* and *-in case* and *-should*. Further, conditionals in the language of employment contracts are inserted within a single sentence like what is stated below:

*For a period of one hundred eighty (180) days from the start of your employment, **unless otherwise extended**, you will be on probationary status and the Company ... (EC2)*

*Moreover, **unless the 30-day notice requirement is expressly waived by Company Y** your failure to comply therewith... (EC5)*

With the conditionals inserted in as single sentence makes it more interesting however, adds complexity in the language and makes the sentence even lengthier. Moreover, however a condition may be introduced in different words other than if clause like words such as *unless*, *should*, *in the event that*, still the meaning states the same and that is to provide and state condition.

They play an important role in the language of employment contracts as they convey hypothetical situations and their consequences to which close attention is required for it is one of the items that the employee needs to conform.

### **Passives**

In employment contracts, the use of passives is prominent. Passive is a grammatical sentence construction in which the noun or noun phrase that would be the object of an active sentence appears as the subject of a sentence or clause in the passive voice like what is stated below:

*You **are entitled** to attend all official school activities as per instruction of your ... (EC18)*

In the stress position of the sentence stated above, *-you* is the subject of the passive sentence followed by a *-be* verb *-are* as an auxiliary and past participle form of the verb *-entitled*. It is not mentioned in the sentence the agent of the action with the absence of the *-by phrase* which contains the doer of the verb. Consider the following for another examples:

*You **will be paid** a gross monthly basic salary of Thirteen Thousand Pesos (Php 13,000) payable fortnightly (every two weeks), subject to deductions that the Company **is authorized or required** by law to make, such as, but not limited to, withholding tax, SSS premium, Philhealth and Pag-IBIG contributions. (EC18)*

*Service fees **will be given** based on the remittance medium provided for by the Independent Service Provider. (EC16)*

*...that I **shall be assigned** to the other tasks from time to time whenever necessary. (EC19)*

Active sentences must have actors, but passive ones are complete without them. In the above-stated statements, the actors of the verbs are not mentioned but the meaning of sentences is already complete and it expresses a complete thought. Consider the following for more examples:

*For work rendered beyond normal working hours, **the PROJECT EMPLOYEE shall be entitled** to additional pay ....*

(EC15)

*In case of absences, as may be determined by the Company, **you may be held** ineligible to continue the training period and as such your employment may be terminated.* (EC2)

*The remuneration received by the employee pursuant to this Contract **shall be deemed** to fully ...* (EC4)

*The Independent Service Provider **is given** the option to become a substitute for another lesson.* (EC16)

***Absences will be charged** to your salary during probationary employment.* (EC17)

Passive constructions are used when the agent or the doer of the verb is less important, if it is already a common knowledge and if the doer is unknown. In the case of employment contracts, the doer of the action is generally the company or the employer and it is already common and stating the same makes the idea less emphasized. Moreover, the use of passive constructions in employment contracts contributes to the impersonalization of the language of employment contracts.

### **Sentence Length and Complexity**

In employment contracts, the use of lengthy and complex sentences is most noticeable. They are stated in declarative sentence and punctuated with a simple period like what is in the statement below:

*In carrying out the mission and vision of the company, you are hereby designated as IPA English Language Associate (ELA) from December 1, 2016 to December 1, 2017 on a probationary status of employment within (6) months amounting to six hundred sixty six (Php 666.66) per day equivalent to twenty thousand pesos basic pay plus two thousand pesos for benefits including perfect attendance/punctuality/no tardiness committed in total of twenty two thousand pesos subject to modifications as operational needs arise including required overtime work to be rendered as necessity demands based on the recommendation by the Training Department Head in line with the company policies and regulations, which shall be regularized upon the final assessment and recommendation by the Training Department headed by Training Manager after exceeding the six (6) months duration of service through approval of the Chief Executive Officer (CEO), Founder & President of Devcom International Language Corporation.* (EC13)

Sentence length refers to the number of words in a sentence. While the minimum sentence length of a typical sentence in written scientific English is 27.6 words (referred to in Bhatia, 1993), the above stated example of a sentence in the employment contract contains 149 words which definitely makes it lengthy and complex. Moreover, a complex sentence contains an independent clause and at least one dependent clause. The example above has one independent clause and two dependent clauses.

Its independent clause contains ninety six words and dependent clause contains ten (first clause) and forty three words for the second clause which is at the last part of the sentence. It is written in declarative form which ended with a simple period. Consider below for another example of lengthy and complex sentence of employment contracts.

*For a period of one hundred eighty (180) days from the start of your employment, unless otherwise extended, you will be on probationary status and the Company will evaluate your performance and behavior in terms of your scorecards, metrics, behavior, and professionalism based on the Company's standards for regularization of employment (a copy of which is attached for your reference) as well as those that may be specifically applicable to the program, including continuous qualification for system or program access in accordance with client directive and determination.* (EC2)



The example above contains eighty two words with one independent clause and two dependent clauses. Its dependent clause contains fourteen words for the first clause and three words for the second. Its independent clause contains sixty five words which make the whole sentence complex and lengthy in itself.

This implies that the length and complexity of sentences in employment contracts adds to the difficulty in understanding such leaving the contract even unread and conformed without understanding its details.

## **Terms in Employment Contracts**

### **Statutory Terms**

Due to the unequal bargaining power between workers and employers, successive governments have found it necessary to incorporate into the employment contract certain terms protecting workers during and on termination of employment. As well the Philippine Labor Law with its Labor Enforcement Action Program or LEAP ensures the active involvement of local government units in the enforcement of labor standards with its objective to improve the quality of employment. The intensified labor inspection program ensures compliance with payment of all statute benefits as one of the terms in the employment contracts. Statutory terms are terms imposed, varied and regulated by law. Consider what is stated below for an example:

*Applicable Social Security System, Philippine Health Insurance Corporation and Home Development Mutual Fund (Pag-IBIG Fund) contributions, withholding taxes, and other mutually-agreed or government-mandated deductions to be borne by you shall be deducted from your salary. (EC2)*

Stated above that statute benefits like *Social Security System, Philippine Health Insurance Corporation and Home Development Mutual (Pag-IBIG) Fund* shall be deducted from the employee's salary.

Moreover, it is mandated by the Philippine Law on Labor Standards that an employee should be entitled of statute benefits; however, it is not stated whether the employer shares a percentage in paying those benefits instead, all contribution and taxes to be borne by an employee shall be deducted from his/her salary. Consider what is stated below for another example of statutory term:

*Except for the taxes and contributions mandated by law to be withheld by the Company or for the government filing required by law to be made by the Company in connection with the salary and other compensation and benefits arising from this employment, all other taxes and contributions and filings shall be your responsibility and shall be made by you. (EC2)*

So is all other taxes and contributions and filings shall be an employee's responsibility and shall be made by him/her. Consider the following for another example of statutory terms of employment contracts:

*Subject to law, other provisions of this agreement and termination policy of the Company, you may terminate this employment contract by serving a mandatory written notice on the Company of at least one (1) month in advance. Nonetheless, upon the complete discretion of the Company, this 30-day notice requirement may be waived by the Company by requiring you to pay a sum of at least equal to your base salary for 30 days instead. (EC10)*

Stated above is the minimum statutory notice period in which it details time range an employee should have a written notice if he may terminate his contract from the company. Even authorizing the Company to deduct from the salary all expenses incurred.

Otherwise, the company details salary deduction for all expenses incurred like what is stated below:

*Should you abscond or fail to render 30-day notice, you hereby expressly authorize the Company to deduct from any amount payable to you at the time of the termination of this contract or expiration of your employment the sum of Php 5,000, as liquidated damage, for every expired portion of the required 30-day notice. (EC10)*

### **Express Terms**

Contract terms are often varied during employment, but this can only occur by agreement whether express or implied. Express terms are those that have been specifically mentioned in the contract and have been the subject of discussion and acceptance by the employer and employee. These are the terms that have been initially agreed by both parties. It includes start dates, names of the parties, job title and description, place of work, hours of work, rate of pay/salary and how the employee will be paid and how often, incentive and conditions, probationary period, assessments, expenses, any terms and conditions relating to holidays and holiday pay, sickness and disability, pension, notice and the like. Consider statements follow:

*We are pleased to welcome you to Philippine National Bank – Special Assets Management Group (PNB-SAMG) as a Registered Licensed Broker.* (EC6)

The statement is an express term which states the job title and description. This also shows that an offer is made by the offeror.

*You will receive a monthly salary of Php 11,500.00, payable fortnightly, every other Friday.* (EC2)

*This will be equivalent to a daily salary of Php 529, and a corresponding hourly rate of Php 66.10.* (EC2)

*This will be equivalent to an annual salary of Php 138,000.* (EC2)

These passages detail the rate of pay or amount of wages as well as how often and when usually an employee gets paid. Express term also state terms and conditions relating to incentives as stated below:

*Complexity allowances and incentive schemes are program specific as may be determined by the Company from time to time.*

(EC3)

*They neither form part of your base pay or the guaranteed benefits provided herein.* (EC4)

*Allowances and incentives shall be applicable if being provided by the program and while assigned in the program only.* (EC11)

Above statements detail how incentives are to be given along with their conditions.

*In particular, in order to meet customer requirements and call volume, the number of staff required at any time during the day or night may change.* (EC14)

*As a result of these business changes, it may be necessary to adjust your training and work schedule.* (EC16)

*Such changes may include but are not limited to work of more than 8 hours/day; work overnight hours; work of up to 7 days/week (inclusive of work during rest days and regular and special holidays as stipulated in RA 9492, as amended from time to time).* (EC20)

These terms detail the hours of work including overtime hours and work days. It details any flexible working arrangements. In addition, consider the statement below:

*You also hereby recognize the Company's right and prerogative to, without limitation, transfer, assign and re-assign you to perform your duties and responsibilities, as well as other tasks, in any place at any time as the Company may deem necessary and beneficial to its business, including transfers or assignments to its related companies.* (EC2)

This states the flexible working arrangement. Moreover, employment contracts also state as an express term of the obligation of an employee when it comes to termination like what is stated below:

*If you terminate your employment with the company or are dismissed within four (4) months after you start of training (the*

*“Minimum-Stay Period”), you agree to reimburse the company immediately for the cost of your training in the amount of Twenty-Five Thousand Pesos (Php25,000) without need of demand. (EC2)*

Detailed also as an express term is how an employee may be entitled to more under their contract:

*The complexity allowance is conditional and contingent upon your continued assignment in this program and 100% attendance. (EC1)*

*It is essential that employees maintain a good attendance record and refrain from incurring absence that disrupts work continuity and productivity. (EC2)*

*Absences will have a pro-rated deduction computed as follows: (Monthly Allowance x 12 months)/ 261 days. (EC4)*

### **Implied Terms**

There are universally implied terms that employment contracts have and since employment contracts involve personal contact between the parties, it is necessary to have certain terms implied into them so that they can operate smoothly as implied terms have always been part of the contractual agreement of both parties to ensure business efficacy. And in the absence of express terms, implied terms always fill the gap to make the contract workable, meaningful and complete. They are automatically part of a contract even if they're not specifically written down. The idea is to give effect to the parties' presumed intentions. Implied terms pertain to both employer and employee's obligations. Consider the following lines stated below:

The Duty of Good Faith and Fidelity

*You agree that during the term of your employment with the Company and for a period of six (6) months from the cessation of your employment for any reason or cause, you, will refrain from directly or indirectly (as a director, officer, employee, manager consultant independent contractor, advisor or otherwise) engaging in an activity in competition with, or owning any interest in, performing any services for, participating in or being connected with any business or organization which engages in competition with Company Z and soliciting directly or indirectly the patronage of any person with whom you have had personal contact or dealings on behalf of company z during the 6 month period immediately preceding your separation from the Company; ... (EC12)*

Statement above details the duty of good faith and fidelity and by that it means employees must serve their employer in good faith, employees must act to protect their employer's interests and must not make secret profits at their employer's expense. The duty of good faith and fidelity includes the implied term as if stating that employees must not use their employer's time for their own self-serving purposes. Consider the following statements below:

*You agree that you shall not engage in any activity, whether it be outside of company hours and/or premises, which is prejudicial to the interest of the company or which shall interfere with the performance of your job, without the prior written consent of the company. (EC9)*

*You agree to give immediate notice to the company of any possible conflict of interest, which you may have. (EC9)*

A term requiring the employee to faithfully to serve the employer is implied into all employment contracts and means that an employee may not act against the interests of the employer. It is particularly relevant if the employee is contemplating leaving the employer and working for a competitor, or setting up a competing business.

The Duty Not to Disclose Trade Secrets/Confidentiality

*You shall treat all matters relative to compensation as confidential and must refrain from discussing or divulging the same with anybody.* (EC2)

This discusses that employees cannot use confidential information for their own personal benefit during their employment. It is implied that the employee cannot disclose, either during employment or after it has ended the employer's trade secrets or highly confidential information. The statement details that an employee is not allowed to disclose trade secrets as to most employees will not have access to information which would amount to a trade secret. This implied term lasts during employment but not after its termination. Any action by an employee which seriously harms the employer's business will be in breach of this term.

Likewise, an employer who discloses to third party information about an employee without good reason or consent will be in breach of this term. In addition, an employee is required to preserve the absolute confidentiality of the employer. This obligation shall continue even after the contract of employment has ended. A breach of this requirement will be regarded as gross misconduct and as such will be grounds for dismissal subject to the provisions of the disciplinary procedure.

Moreover, an employer has the power to give orders to employees and expect them to be obeyed. The employee is obliged to obey reasonable and lawful orders and so as the employers having to act fairly and reasonably as well.

The Duty to Provide Honest and Loyal Service and Obedience

*I will observe and religiously abide with the official business hours of the College from 7:30 – 11:30 in the morning and 1:00 – 5:00 in the afternoon, Monday to Friday including Saturdays, as may be required by the management and other constituted authorities and to strive not to be late or absent or evade from my school obligations while I am actively employed with the school.*

(EC11)

*I will follow the wearing of the official uniform or acceptable dress wear/accessories as prescribed and/or approved by the College while doing my official functions as a respectable employee inside or outside of the school premises.* (EC11)

Further, the employee owes the employer a duty to look after the employer's equipment and machinery. The failure to exercise due care, leading to loss to the employer, could constitute a disciplinary matter like what is stated below:

The Duty to Care for Employer's Equipment

*Operate the boilers, turbines, generators, and all auxiliary equipment, in a safe, professional manner, and in accordance with industry standards, environmental restrictions, original equipment manufacturers' recommendations and standard operating procedures.* (EC9)

*Ensure the continuous operation of the generating plant, including all auxiliary equipment, in a manner, which will achieve the optimum thermal efficiency, without compromising safety, plant availability and reliability.* (EC9)

As mentioned earlier that implied terms are mostly relied upon the employees; however, employers too have implied obligation like what is detailed in the statements below:

Employer's duty to provide work and be an employer of good conscience and to act fairly and in good faith

*In connection of the services to be provided by the employee hereunder, the Employee, during the term of his employment, shall be paid a base salary of Php 13,500/month, less applicable statutory deductions.* (EC12)

*In addition, the Employee is entitled to receive benefits in accordance with the Employer's standard benefit package, as amended from time to time.* (EC12)

Above statements detail implied terms on the duty of employer to provide work for the purposes of the employment contract and a duty to be an employer of good conscience, to act fairly and in good faith which has been an emerging doctrine in the courts in exchange of the work and service of the employee. In this case, the employer is paying the employee of a base salary in exchange of the employee's service. Aside from the employer's duty to be an employer of good conscience, it has also a duty to provide secure and safe working environment to ensure the safety of all of its employees like what is stated below:

The Duty to Provide Secure, Safe Working Environment

*Where applicable and required employees are issued PPEs, safety gear and working apparel relevant to their respective jobs.*

(EC9)

*Safety gear must be worn at all times on the work site, and employees failing to do so will be subject to disciplinary action.*

(EC9)

The statements above satisfy this duty where the employer owes a contractual duty to provide a safe working environment. At times, an appointment is subject to occupational health requirements being met. Assessment may include a requirement that an employee submits to a medical examination by a medical practitioner acceptable both to an employer and employee. In the event of an unsatisfactory occupational health assessment, employer may make a decision on your continued employment on the basis of the information available and in the absence of an independent medical expert's opinion.

All these is for the employer to provide secure, safe working environment and by doing or requiring so prevents future illness and health problems that may affect the working condition of the employees. In addition, an employer owes a duty to employ a competent and safe work force, safe plant and equipment, to have a safety system at work and to pay attention to employees' complaints in relation to safety matters.

The Duty to Provide a Competent and Safe Work Force

*We are a drug-free organization. Drugs and Alcoholic beverages are strictly and absolutely prohibited on the work site. Smoking is allowed only in designated areas.* (EC9)

*In accordance with the law, Company Z, has adopted policies and programs to prevent drug abuse, and achieve a drug-free workplace. In this connection, all employees shall be required to participate in random drug tests that may be organized by the Company.* (EC5)

The employer is under a duty to give employees an opportunity to have their grievances heard reasonably and promptly.

The Duty to Hear Grievances Reasonably

*Drunkenness, crooked and offensive behavior shall not be tolerated on the work site. Offenders shall be subject to appropriate disciplinary action.* (EC9)

*If Company X believes, on the reasonable grounds, that the Employee has or may have engaged in serious misconduct, then it may, after giving the Employee a reasonable opportunity to be heard, suspend him/her from his/her duties on pay for a reasonable period pending the investigation of you conduct.* (EC4)

The Duty in Giving References

*You also acknowledge that in the course of your employment with the Company, the Company will have access to information on your employment history ("Information") and that such Information will be collated, stored, accessed, and processed by the Company for*

*employee identification, background checking, personnel management, and work assignment.* (EC2)

If an employer does decide to provide a reference, it must exercise reasonable care and skill in doing so to ensure the accuracy of any facts that are contained in it. This implied duty exists even if the employment has ended. An individual who loses out on a job because of a careless reference from a current or ex employer can recover damages for a breach of this implied term if he or she can show that he or she has lost a reasonable chance of employment and therefore sustained financial loss.

#### The Duty on Mutual Trust and Confidence

Terms such as mutual trust and confidence are universally implied and imbedded in the employment contracts which are the most widely applied and influential of all the implied terms. The implied term of mutual trust and confidence details that the employer must not, without reasonable and proper cause, conduct him/herself in a manner likely to destroy or seriously damage the relationship of trust and confidence with the employee. This term applies to the employee as well. The duty to maintain trust and confidence is often relied upon in the context of bonus disputes. In such disputes, the wording of the express bonus clause (if there is one) is key as this forms a “contractual straitjacket” in which an employer must exercise its discretion in a way which does not destroy mutual trust and confidence by being irrational or perverse. Consider the statement that follows:

*Notwithstanding any provision to the contrary, it is expressly agreed that any bonus, benefit or other payment given by the Company to you in excess of that specified as your gross salary herein shall not be considered salary that you are contractually entitled to, but shall be deemed as a mere gratuity that the Company reserves the right to discontinue or revise at any time, at its sole discretion.* (EC18)

This implied term on mutual trust and confidence is often relied upon the context of bonus disputes. The statement above details how bonus is given and to where it is based. It states which an employer must exercise its discretion in a way which does not destroy mutual trust and confidence between both parties. Stated above is the relevant express clause however, it is with discretionary power in which bonus scheme is based and it is not guaranteed in any way and is dependent upon individual performance. It implies that the employer is required to base the bonus on individual performance and standard benefit package and not on the factors such as overall performance of the company.

## V. DISCUSSION

This chapter describes and discusses implications for educational practice, recommendation for future research and gives concluding remarks from the analyses made.

### Morphological Features

#### Affixes

Employment contracts as found to have been using particular linguistic features like affixes particularly the circumfix and prefix affixes contribute largely to the abstraction of nouns, adjectives and verbs which makes the language of employment contracts highly abstract. Affixes when attached turn into derivational morphemes which have clear semantic content (Celce-Murcia et al. 1983; Finegan, 2014 and Fromkin et al., 2013).

#### Nominals

Furthermore, contracts use nominals and its use makes contracts highly nominal in nature in which adjective and verb words disappear as they changed to nouns and functions as nouns. Verbs also are turned into nouns even without morphological transformation. It has verb form but is used and functions as nouns.

All nominal words usually occur with prepositional phrase introduced by *of*. It implies that contracts use and refer to concept rather than an action for nominals does not primarily refer to physical objects. It implies formality of the language. Gustafsson (1984) states that a legitimate function of nominalization is that it allows the law to be stated as generally and objectively as possible and law drafters often use them strategically however when they wish to be deliberately imprecise.

Hiltunen (1990) also concludes that nouns tend to be abstract rather than concrete because they frequently do not refer to physical objects. Also to note on his comment on the issue of vocabulary by stating that adjectives in legal English are rare because they are often imprecise and vague and verbs are selected from a fairly small number of lexical sets.

This also runs parallel with Coulthard and Johnson (2010) who listed linguistic features of contracts and it includes the use of impersonal nouns and phrases as well as nominalization in its language. This goes the same with Urbanová and Billingham (1986) as they identify nominalization being used in the language of legal form. Putman (2012) also states that nominalization is one of the features of legal writing and it is subject in legal analysis and writing.

### **Modals**

Moreover, modals in employment contracts imply to the language of contracts as more controlling. It functions deontically expressing obligation and permission and perhaps it expresses logical possibility, certainty and prediction.

Zelenka (2012) states that modals in legal language particularly the modal *shall* pose an obligation or a duty as opposed to its common function expressing futurity (Tiersma & Solan, 2002). Modal *shall* is used basically to demonstrate that the legal subject of a given sentence has a duty not to do something. However, certain sentences in which the modal *shall* carries a meaning different than that pretended in legal writing can be found. *Shall* is sometimes used in a way that is truly confusing and causes a dilemma for the translator to assume definitively whether the modal *shall* is being used for an obligation, futurity or a false imperative.

This is also in conformance with Tiersma and Solan (2002) who states that *shall* is also used in an unusual sense in legal language. It is commonly said that legal use of *shall* does not indicate the future, but the imposition of obligation. But *shall* appears to function also in promises or declarations.

In reality, *shall* seems to mark that the phrase in which it occurs is part of the content or proposition of a performative phrase. Thus, in a contract the parties perform the act of promising by signing the contract; the content of their promises is indicated by *shall*. *Shall* does have the function of indicating that the document in which it occurs is legal, which may help explain its pervasiveness in legal language. Generally, however, the meaning of *shall* can be communicated more comprehensibly by *must* or *will* or *is*.

This runs parallel with Tenedero (n.d.) who confirms that trading agreements and business contracts which use traditional legal form are characterized by the use of modal verbs particularly the modal verb *shall*.

This is also in conformance with Coulthard and Johnson (2010) who listed linguistic features of contracts and it includes the use of modality in its language.

Moreover, with the use of nominals in the employment contracts, it makes contracts highly nominal in nature in which adjective and verb words disappear as they are changed to nouns and function as nouns. Verbs also are turned into nouns even without morphological transformation. It has verb form but is used and functions as nouns. All nominal words usually occur with prepositional phrase introduced by *of*. It implies that contracts use and refer to concept rather than action for nominals do not primarily refer to physical objects. It implies formality of the language. Gustafsson (1984) states that a legitimate function of nominalization is that it allows the law to be stated as generally and objectively as possible and law drafters often use them strategically however when they wish to be deliberately imprecise.

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## **Syntactic Features**

### **Binomial Expressions**

Furthermore, binomial expressions in employment contracts help readers to smoothly understand ideas because of its echoing effect which has rhythm that gives ideas a smoother flow. It employs repetition which makes a melodic sound to the reader and thus it can be persuasive. Coulthard and Johnson (2010) state that binomial expressions is one of the features of contracts. This also runs parallel with Danet (1985) and Hiltunen (1990) who state that legal register uses doublets or binomial expressions. Danet (1985) even points out that “the legal register is striking for its use of elaborate parallel structures” and that “binomial expressions are a special case of parallelism”.

### **Conditionals**

Conditionals in the language of employment contracts express factual implications and hypothetical situations and their consequences. Conditionals are not only introduced by the word *if* however with other words as well such as *should*, *in case* and *in the event that* yet all function the same, to state condition.

Moreover, conditionals in the employment contracts are often usually inserted with phrases within the clause and most noticeably they are inserted within a sentence. With these features of conditionals in the language of employment contracts make it more interesting however, adds complexity of ideas and makes the sentence even lengthier.

Conditional sentences leave substantive gaps and ambiguity for it never mentions consequence if the condition clause is not met and satisfied. They play an important role in the language of employment contracts as they convey hypothetical situations and their consequences to which close attention is required for it is one of the items that the employee needs to conform. The drafters of English legal documents are well known for their fond attachment to the modal verb *shall*. It has been noted in a number of studies that its use in legal texts is substantially more frequent than elsewhere in English.

The use of *shall* in the legal language has attracted quite more research with the move of simplifying the legal texts. It has been prominently used as researchers support its current standing in English. The rise of *shall* in legal English and its present use in legal drafting runs parallel with Urbanová and Billingham (1986) as they identify conditional as being used in the legal language of contracts.

### **Passives**

Passives in the language of employment contracts imply impersonalization of contracts which contributes to the formality of the language. As passive is often presented with a *by phrase* providing its doer however, in the employment contracts, *by phrase* is not provided as it usually bears the common doer of the verb and that is the company or the employer which has become a common knowledge – one of the reasons why passive construction of a sentence is used in the language of employment contracts.

More so, passives are used in contracts as it puts stress and emphasis on the object that has become the subject on the passive construction and that is the employee. The employee that is put in the stress position of the sentence is being fully emphasized which implies that it needs conformance with the conformee – the employee.

This runs parallel with Coulthard and Johnson (2010) as they listed the use of passive in the legal language which is also in conformance with Urbanová and Billingham (1986) who also listed passive as one of the features of legal language of contracts.

However, Gustafsson (1984) states that the use of passive is less common in contracts where the parties typically wish to spell out exactly who is to do what, and thus have an interest in precise reference. Passives are therefore impersonal he added as they give them an aura of objectivity and authoritativeness which explains why they are common in court orders and less common in contracts. This is so for passives deliberately de-emphasize or obscure who the actor is.

### **Sentence Length and Complexity**

Most noticeable in the language of employment contracts is the lengthy and complex sentences as they provide array and great deal of information. These lengthy sentences are punctuated with a simple period and made into one paragraph sentence. It implies more complex the language of contract is.

Its lengthy sentence usually bears only one main or independent clause and most often with just one or two dependent clauses and this sentence has many insertions of phrases.

Its independent clause has usually more number of words than dependent ones with over fifty words for an independent clause. A number of words in sentence affect the comprehension of readers, thus contracts are usually left unread but conformed.

The number of words in one lengthy sentence of employment contracts has exceeded the minimum number of words of a typical sentence written scientific English which is 27.6 words (Bhatia, 1987). A number



of studies show that sentences in legal language are quite a bit longer than in other styles and also have more embeddings, making them more complex.

Sometimes there seems to be an attempt to state an entire statute or linguistic principle in a single sentence. The standard length of a legal sentence is below 25 words, about 22 words and about 20 words. Gustafson (1975) however states that an average sentence contains fifty five words which are twice as many as in scientific English and there are 2.86 clauses per sentence in the legal style.

### **Terms**

With terms expressed and imbedded in employment contracts there details the items being acknowledged and received by the employee. It includes the statute benefits, expressed items and if there is nothing clearly agreed between both parties about a particular issue or item, it may be covered by an implied term.

### **Implied**

Implied terms as terms to fill in the gaps left by express terms are the silent intentions of the implicit agreement of both parties (Freedland et al., 2016). Implied terms have sub terms which are not stated in the contract. Every contract carries with it an implied terms like that for example the duty of good faith and fair dealing. In other words, the law presumes that all of the parties to a contract should be dealing with each other in a fair and honest way.

If one party can show that the other party was not acting in good faith, they may bring a legal action for breach of the implied duty of good faith and fair dealing. This claim, which is a tort cause of action, may be brought separately from any breach of contract claim. In light of the implied duty of good faith and fair dealing, it may seem redundant to include a requirement of good faith in the body of a contract.

Nonetheless, many contracts have a standard good faith clause that recites that the parties are dealing with each other fairly. With such a clause, a showing of bad faith can lead to a claim for breach of that particular contractual clause in addition to the separate tort described above.

### **Express terms**

Express terms are terms that are set out in writing and basically these are being agreed upon by both parties signing the contract. Express terms like names of parties, start date, job title and description, place of work, hours of work, probationary period, salary, assessments, expenses, holidays, sickness and disabilities, pensions, notices, restrictive covenants, grievance and disciplinary procedures, retirements, severability, prior agreements, jurisdictions and other particulars of employment are set in writing which are called express terms.

Basically, it is of this term, the express term, both parties agree and sign the contract. When these terms are set out in writing and written down and agreeable to both parties, then both sign and the contract is in effect which means that a contract now becomes a bilateral agreement for an agreed duration for the exchange of service and remuneration. This agreement sets out of the terms and conditions agreed between.

### **Statutory Terms**

Terms that exist both at the national and state level. These are terms which obligate the employers to pay close attention for they pertain to statute benefits of the employees like pension and health benefits.

### **Implications for Practice**

Initial purpose of education is to prepare students for the real world. And therefore teachers should teach relevant and meaningful knowledge. Should they be teaching all the basics in general however, should impose, teach and deliver requirements with greater flexibility on how they educate their students. This includes teaching and exposing them to different fields particularly to the field of law and legal texts as legal documents would be part of their daily lives as professionals abiding to the law and legalities that are written down on contracts.

Teaching them language of relevant fields gives much meaning to what teaching is. By then, we can be assured that students may have background knowledge on how contracts are drafted that could lead them to understanding contracts properly well. Specifically, with the courses like Technical English Writing and English for Specific Purposes as well as Scientific English Writing or in the field of Law Sciences, the findings of this study can be helpful and be subject of discussion that opens minds exploring the language of legal texts.

Students may also be exposed to the writing genre of legal text and teachers may not only limit their teaching and lecture on common writing genre but also they may explore and teach genre on legal writing that is used in contracts as well.

### **Implications for Future Research**

At the outset, what I have put, written and elaborated in this study does not speak for the generalizability because of the limitations and weaknesses this study has. However, with the findings of this study, it sheds light on what constitutes employment contracts as to its linguistic features and terms are concerned. It gives us knowledge on how employment contracts are drafted and how does it convey its salient details and information regarding employment.

Knowing its linguistic features and terms affects employment in such a way that you would be aware and understand what you would sign for as a conformee, so to avoid disadvantages.

You would be using the findings of this study on what to read in a long and wordy contract. You would focus on the salient information in which it uses distinct linguistic features and need not for you to read every word written on it. And thereby, as you sign your contract, you would be reminded of the salient terms and conditions that your employer expects you to comply particularly the various terms to which party must abide and stipulated.

Materials used in this study may be different with that of the employment contracts available and in effect in other parts of the country. Or even it may be different with that of public employment contracts, or contracts that bind different work positions from the higher echelons down to the lowest ranks and positions of an organization.

Moreover, I believe there could be varied employment contracts all throughout the country and still there could be a room for a greater deal of perspective concerning employment contracts with its language and terms. Other than its language and terms, future researchers could analyze it using varied and different genre of analyses to better grasp contracts and to have its generalizability.

Future researchers may consider studying the moves and structures of employment contracts as well if all those written items like salient employee-benefit package are being enjoyed by the employees as it is conformed and signed and accepted by the conformee – the employee. Issues are like in contracts from the private or public companies.

My study is only limited to the description of linguistic features and terms of employment contracts. Future researchers may study and include power and dominance in the contracts yet I believe there are still larger issues which may require deep search regarding legal text in contracts.

### **Concluding Remarks**

In conducting this qualitative study, there had been apprehensions as to the conduct of the study whether it will be successful or would I face much difficulty. However, I was guided as to how to conduct this study and I was given insights on how to do it properly.

Specifically, as I gathered my materials for this study from private companies and institutions, I was overwhelmed since my professional acquaintances have been so generous for shedding me a copy of their contracts. Even the company I visited were so accommodating that they gave me the copy of their personnel's employment contract.

And so, I have found out that understanding employment contracts is not as easy as it would seem. Upon receiving my materials for this study in the form of employment contracts from private companies and professional acquaintances, I have felt tired thinking that as a conformee, I need to go through all those long and numerous-word sentences with very elaborate details bearing all salient information.

So I have thought that if I were the conformee, I would have just conformed to whatever it is that is written in the contract, signed it and keep.

However, as I read the contracts, the first thing I was looking for was the salary scheme, main duties and responsibilities to reciprocate the salary and the employee-benefit package. And somehow I realized as I go on analyzing my data that a reader only looks for the express terms in the employment contracts. Those items that are expressly written and generally, those are only the items or terms an employee conforms. Left behind and not understood are the implied terms the contracts bear. Those terms that can be detrimental to the employment once breached like mutual trust and confidence which talks about bonus schemes and disputes.

Furthermore, I have realized too that not all companies do share percentage in paying statute benefits of employees but most companies let employees shoulder all the payment for insurances. All I have thought all these years that employers should share percent like 50/50 in payment all statute benefits however, written in most contracts used as my materials for study is that, all payment for statute benefits are deducted from the employee salary and the company never sheds even a percent in payment as its counterpart. Lucky for those employees in the company which share percentages in paying for statute benefits in which employees do not shoulder all payments for insurances.

Most contracts also do not specify how statute benefit payments be deducted from salary whether or not it be in full deduction or so.

With the linguistic features of employment contracts, I have realized how interesting it is that it differs from what is known to be daily written English. It uses language which is far different from that of a layman's. Even I am astonished how contract drafters use tortuous legal text, however, they use techniques to at least make contracts comprehensible and understandable to laymen like they employ echoing effect of expressions such as binomials and passives to name a few.

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