

‘Re-validating Contracting’ as an Approach to Forming Lasting Employment Relationships in Small Businesses

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Abstract

The use of the psychological contract concept in management teaching has not been developed well according to Conway and Briner (2005), who suggest that this is because of the implicit nature of the concept and the vast array of its potential components. This paper addresses the question of how a psychological contract perspective makes sense of employment relations practices and provides key guidelines for managers on how they should be conducted in a world of individual employment relationships. In 1996, the ‘Contracting’ process (Tipples, 1996) was presented as the key to employment relations as it sought to achieve mutually balanced psychological contracts between willing employers and willing employees. This paper shows that contracting continues as a valid and simple strategy for developing open, trusting, and productive employment relationships today across all cultures. It has been reinforced by more recent research.

Introduction

In July 2014, the focus of the 3rd Small Group Psychological Contract Conference in Toronto was ‘Mobilizing PC Knowledge’. Since reading Jay Lorsch’s (1979) paper ‘On making behavioural science more useful’, I had set out to use psychological contract (PC) as a foundational concept of my employment relations teaching because, as Kurt Lewin (1951: 169) said: “There is nothing so practical as a good theory”. After more than 50 years of research, the psychological contract seems to bridge well the rigour-relevance gap described by Hodgkinson and Rousseau (2009). These biennial meetings (Tilburg, 2010, Canberra 2012, Toronto 2014) have more than demonstrated that, advancing the cases made previously by Latornell (2007) and DelCampo (2007).

One of the key barriers to the development and acceptance of the psychological contract construct has been its psychological contract name. An ‘old school’ Australian Industrial Relations academic had once described the term to me as “...too touchy, feely...”, while Charles Handy (1990: 35) used the term “secret contract”, but most have preferred to stick with term “psychological contract”. One helpful development has been the shift in focus to employment relations “deals” (Herriot & Pemberton, 1995; Wellin, 2007), which was taken up and featured further in *The Future of HR Programmes* of the UK’s *The Work Foundation* (Sullivan, Wong, Adusumilli, Albert, Blazey, Hugget & Parker, 2009; Wong, Blazey, Sullivan, Zoltoukhova, Albert & Reid, 2010). The “deal” terminology derives from Peter Herriot and Carole Pemberton’s 1995 book *New Deals – The revolution in managerial careers*, which was being written at the same time as the author’s sabbatical at Griffith University in 1994, when the background research for my original contracting approach was developed. That is a simpler, less intimidating, and more comprehensive title for the typical small-medium

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enterprises (SME) employer, although authors do not completely agree on the degree of overlap of the two titles. It also addresses the charge of employment relations becoming too 'psychologised' and losing contact with the real world of work and employment (Godard, 2014).

This paper addresses the question of how did and does 'Contracting'¹ operate to form lasting employment relationships for SMEs. Is the approach developed in New Zealand agriculture in the 1990s still appropriate for SMEs without HR personnel in 2014? In 1996, the 'Contracting' process (Tipples, 1996) was presented as the key to employment relations for small employers as it sought to achieve mutually balanced psychological contracts between willing employers and willing employees, which would promote staff longevity, improved job satisfaction and productivity, while reducing staff turnover (Kotter, 1973). This paper shows that contracting continues as a valid and simple strategy for developing open, trusting, and productive employment relationships.

The question is worth examining further because short periods of employment and staff turnover are costly for small employers, much more than generally realised (e.g. Nettle, Semmelroth, Ford, Zheng & Ullah, 2011; Billikopf, 2014), and they involve substantial incidental costs, for example the training of new staff and loss of valuable management time. Managers of SMEs have multiple roles (Mintzberg, 1973), but do not want to outsource the recruitment/selection/induction of staff because *they are their choice for their business*. Yet, they cannot afford the time for continual training and development of new staff when they need to devote their energy to managing their business. This has been highlighted recently by empirical research findings: (1) that the employment of migrant staff and less consequent staff turnover has led to improvements in staff management and business organisation because managers are not so busy finding new New Zealand staff that they actually have time to think about what they are doing, and correspondingly manage better (Tipples & Bewsell, 2010); and (2) because seasonal migratory workers returning under New Zealand's Recognised Seasonal Employer Scheme do not need as much retraining and help train new inexperienced migrant workers (Yuan, Cain & Spoonley, 2014; Tipples & Rawlinson, 2014)

The original 'Contracting' approach was developed from searching the empirical literature up to 1994 and citing the relevant supporting pieces of work for each of the four suggested stages of making new jobs – Pre-creation, Creation, Maintenance, and Conclusion – whether from the employer's or employee's view of the process (see Table 1, Tipples, 1996). That was reinforced in a meeting with Peter Herriot (Personal Communication, Sundridge Park Management Centre, November 25, 1994), one of the early UK supporters and users of the psychological contract. Then evidence for 're-validation' has been drawn from certain key publications, meta-studies and ongoing research. While in 1994, it was possible to read most of the key empirical studies, by 2014, that had become impossible with the exponential growth in psychological contract research and publications (Tipples & Verry, 2007; Tipples, 2012²).

The main evidence for re-validation is provided by 'Psychological Contract Theory 2.0' (Montes, Rousseau & Tomprou, 2012; Rousseau, Montes & Tomprou, 2013, 2014), which also uses a four stage process to explicate the development of employment relationships from a psychological contract perspective. This is achieved by comparing and contrasting the two four stage processes and highlighting similarities and differences. It is argued that PCT 2.0 and other recent research reinforces or develops the earlier findings, but does not show any critical differences to how it is proposed an SME employer without HR support should address their staffing issues.

Table 1: Phases in psychological contract formation - actions to achieve effective employment relationships (Tipples, 1996, 2005)

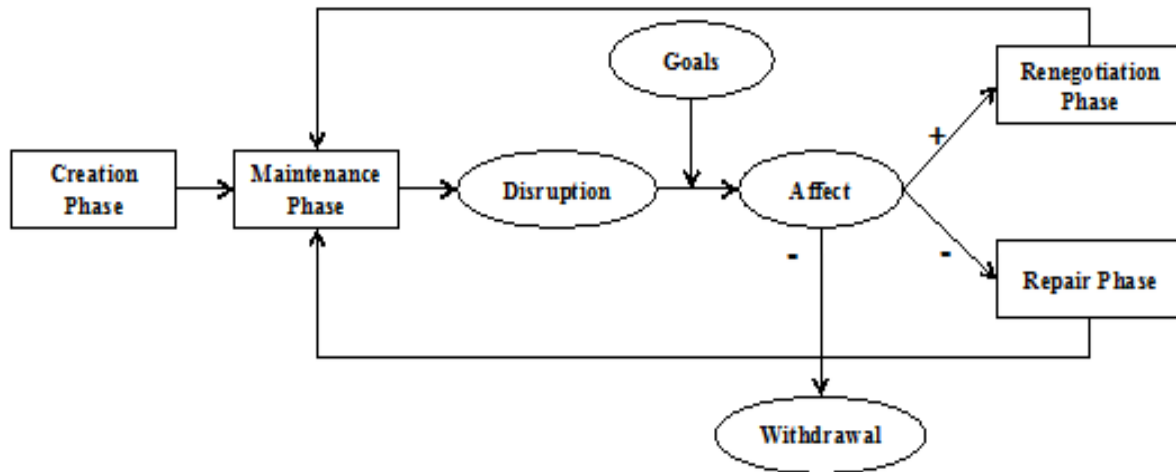
Process stage	SME employers	SME employees
1. Pre-creation	Establishing a caring image to encourage positive beliefs about the boss as employer. At an individual level, plenty of accurate information about the job should be provided; questions answered; work visits permitted; contact with current employees encouraged etc.	Self-discovery: What the individual wants; what they can offer the firm; and what their labour market value is.
2. Creation	Being careful to avoid confusion in contract terms and how they are perceived by maintaining close coordination between the boss and other staff selectors. Minimising the use of external agents by ensuring the boss or key managers are actually involved in the contracting process. At an individual level using realistic job descriptions (RJDs), realistic recruitment (RR) and realistic orientation programmes for new employee stress (ROPES); and permitting genuine negotiation as part of the two-way process of contract formation.	Actively inform the boss or manager what they want and can offer; and discover what they want and can offer. Negotiate with firm representatives.
3. Maintenance	Maintaining open communication with employees about future changes, the firm's organisational environment etc. Being careful to avoid managerial actions which can lead to adverse changes in employees' perceptions of the boss as a trustworthy and 'good' employer; and any form of contract violation. Providing regular feedback as part of on-going performance appraisals, leading to regular re-negotiation of employment contracts.	Monitor changes in the business and their own needs and wants. Then decide whether these merit renegotiation of the contracts, and if so, renegotiate.
4. Conclusion of job	Being seen to be fair and just in terminations in terms of following "due process". Unfair procedures and compensation send deleterious messages to survivors of terminations, which may increase survivors' turnover and make future recruitment more difficult.	Renegotiate satisfactory new contracts, or exit for other employment or retirement

Kotter (1973) had highlighted the need to achieve more matches in expectations through more thinking, discussion and understanding of their mutual expectations between the parties to a psychological contract, as a way of improving job satisfaction, job longevity and work productivity. It was that research and that of his mentor, Edgar Schein (e.g. *Organisational Psychology*, 1965, 1970, 1980) that profoundly influenced my personnel management teaching as I sought to implement 'evidence-based teaching' before it became fashionable (Rousseau, 2006; Guest, 2007; Rousseau & Barends, 2011) when I commenced lecturing in early 1978. My aim was to teach students to achieve good psychological contracts through balanced expectations between prospective employers and employees when setting up new employment relationships. Then, I had many students who were going to become employers in micro-businesses. Psychological contract provided them with a useful organising construct for establishing new employment relationships without specialist HR advice. That opinion still holds for all forms of SMEs, which do not have specialist HR personnel, but equally too for those that do (e.g. McPhail, Jerrard & Southcombe, 2015).

That policy was based on what later became called a policy of 'Realistic Recruitment' (Wanous, 1992; Wanous, Poland, Premack & Davis, 1992; Tipples, 1996). It seemed intuitively right to me with my limited management and teaching experience. I did not concern myself to find other supporting research for this position at that time. The strategy was demonstrated empirically for New Zealand dairy farming (Tipples, Hoogeveen & Gould, 2000). More generally, research backing was convincingly provided by Bauer, Bodner, Erdogan, Truxillo & Tucker (2007), Wellin (2007), and Baur, Buckley, Bagdasarov & Dharmasiri (2014). Tomprou and Nikolau (2011) highlighted the role of psychological contract on organisational entry and concluded that it would assist career management, a subject previously highlighted by Herriot (1992a: 357). They add: "...understanding how the psychological contract is created may assist practitioners to comprehend employment relationships better and manage them accordingly." – the basis of my 1996 argument. They also identify the critical role of sensegivers and implicit messages in psychological contract formation. Subsequently, Tomprou joined Rousseau and Montes in a concise charting of psychological contract evolution, drawing on worldwide research (Rousseau, Tomprou & Montes, 2013).

I was first exposed to these developments when, at the second Psychological Contract Group Workshop (Canberra, 2012), "Psychological Contract Theory 2.0" (Montes et al., 2012) I was excited because Montes and colleagues Rousseau and Tomprou's approach closely paralleled my own 'Contracting' approach (Tipples, 1996). Montes introduced PCT 2.0 with a review of research on dynamic self-concepts and how they influenced the formation of psychological contracts. That was expanded into the four phase model of employment relationship formation, with the four phases being Creation, Maintenance, Renegotiation and Repair. My Contracting model had also had four parts: Pre-creation, Creation, Maintenance and Conclusion, but I had called them stages. In Montes' model the Renegotiation/Repair phases were placed around two other events: Disruptions and Withdrawals.

Figure 1: Rousseau, Montes & Tomprou's (2013: 12) Phase model of Psychological Contracts

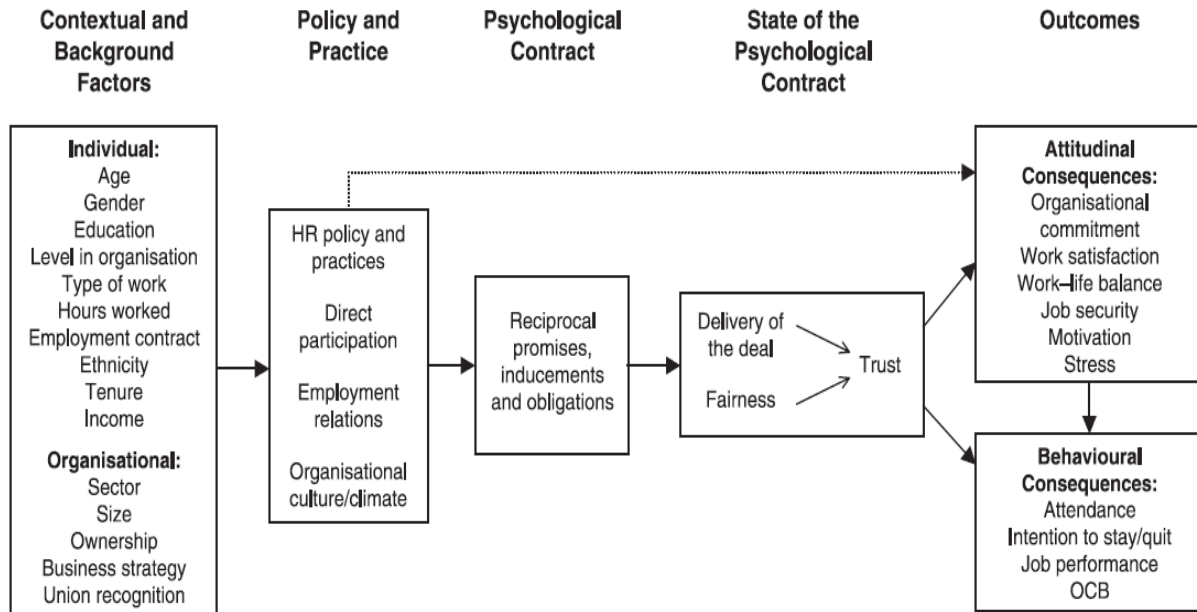


In employment relationships, disruptions inevitably occur whether from changed circumstances or context, or negative behaviours. My model did not highlight disruptions, but assumed them into the maintenance and conclusion phases. In effect, the maintenance phase involved regular renegotiation and repairs as might result from regular staff appraisal and development meetings. If these could not happen or were unsuccessful, one enters the Conclusion phase either for Termination (involuntary departures) or Withdrawal (voluntary departures).

Achieving good job conclusions sent back positive feedback to future employees about the nature of working for a particular employer. Montes suggested their four phase approach highlighted the role of goals and how changing goals were expressed in dynamic PCs. Also, that it clarified the links between promises, general expectations and perceived obligations, which all contribute to why PCs change over time and why not all disruptions are reacted to negatively. Her claim that recognition of employee power was a new contribution seemed rather naïve to me as someone who had been involved in employee organisations all of his working life, but the inclusion of a coherent set of exchange behaviours was a valuable addition, as was highlighting the conceptual differences between repair and renegotiation as a future direction for research. Subsequently, PCT 2.0 has been formally published and employee power has been dropped as a key component of the revised model. In my opinion, that diminution of employee agency is one of the greatest weaknesses of American psychological contract research, but it has to be recognised that the role of the employee as an active party in psychological contract negotiation and re-negotiation is highlighted in the most recent version of their paper (Rousseau et al., 2014).

To highlight the progress in the development of psychological contract theory, and the contributions of key actors, three other views are presented besides Rousseau et al.'s Psychological Contract Theory (2015): Guest (2004), Wong et al., (2010), Windle & von Treuer (2014).

Figure 2: Guest's (2004: 550) Framework for applying the psychological contract to the employment relationship

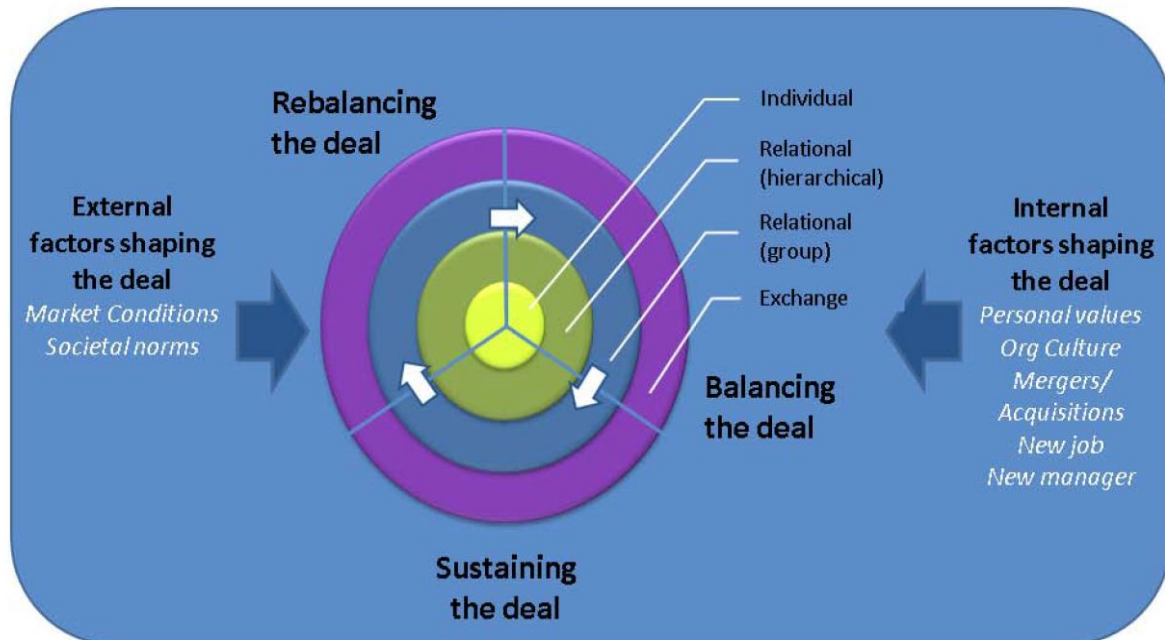


In Guest's (2004) systems diagram, the first two parts from the left could be said to be the Pre-creation and Creation phases; the third and fourth columns, 'Psychological Contract' and 'State of the Psychological Contract' cover the overlap between the Creation phase and the Maintenance phase; while the last column 'Outcomes' corresponds to the overlap between Maintenance and Conclusion phases.

Wong et al. (2010) seek to integrate the psychological and formal elements of the employment relationship, while transcending both the content and/process approaches to the nature of relationships. Simultaneously, they emphasise the make-up of the deal and how its inherent tensions play out (See Table 2 & Figure 3), with a specific focus on the individual employee, which they regard as the key to 'value creation' (Wong, et al., 2010: 10):

The *deal framework* integrates both the psychological and formal elements of the employment relationship and seeks to transcend the description of the relationship as using either a content or process approach; the framework simultaneously emphasises both the make-up of the deal and how the tensions inherent within it play out...It unashamedly focuses on the individual employee, a fundamental player in value creation within organisations, but offers those with an interest in people management a new perspective on the dynamics of employee conceptualisation of their employment deal.

Figure 3: The lifecycle of an employment deal built on psychological contract (Wong et al., 2010: 12)



The deal framework is unique as it captures both *those* participating in the deal and the *processes* that *they* engage in at the same time. Wong et al. (2010: 10-11) believe it is the identification of *how* employees perceive their deal rather than *what* they see that is critical.

Moving away from the psychological contract framed within the employers' terms and realities, the deal framework recognises, based on Wong et al.'s, (2010: 37) research, the agency of the employee in shaping and interpreting the employer's offer. As such it provides insight into individual motivations, engagement, and ultimately performance (Table 2):

...although the employer can shape and frame the deal on offer, the formation of the psychological contract is firmly within the control of the employee. The deal framework thus places the *individual* – their values, their attitudes, their life phases and their expectations – centre stage of the engagement equation.

Windle and von Treuer (2014), from a recent survey of the psychological contract literature, have developed an as yet untested temporal model of psychological contract formation. They refer to three stages of socialisation which take place in the formation of a psychological contract, but those are then divided into five stages: Pre-employment, Recruitment, Early socialization, Evaluation and Revision. (Figure 4). They also usefully distinguish between theory as a more rigid representation of reality and a model, which is quite similar but more fluid – less rigid – than a theory. While one piece of discrepant information can disprove a theory, a model is more accommodating of discrepancies.

Table 2: The deal framework (Wong et al., 2010: 15)





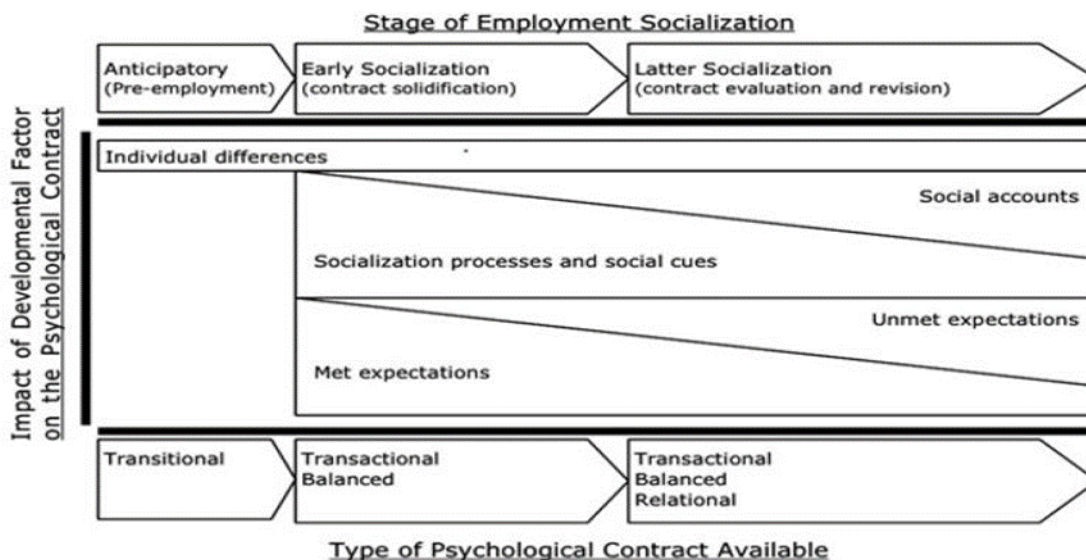
	ACHIEVING A BALANCED DEAL			SUSTAINING THE DEAL		REBALANCING THE DEAL		
	A. The deal is balanced when:	B. I perceive my obligations in terms of:	C. I perceive my gain in terms of:	D. I place value on:	E. I perceive my own value in terms of:	F. If an imbalance occurs, the deal is maintained by:	G. My ability to change the deal is dependent on:	H. My resilience to potential breaches is limited by:
1. Individual How the deal supports and reinforces my sense of personal identity 	1A. My values and ideology match with those of the organisation. This reinforces my initial choice of employer.	1B. My own sense of personal responsibility and the professional standards that I adhere to.	1C. The degree to which I am able to satisfy my individual needs and meet my personal goals and future aspirations.	1D. The extent to which my work environment is congruent with my own personal values and remains so. Also whether organisational practices are applied consistently.	1E. Whether I meet my individual standards of success. This may be internally or externally validated.	1F. Finding personal meaning in my work and being able to act according to my own sense of professionalism and obligation. If my values are strongly aligned with those of the organisation, this is a powerful sustainer.	1G. My desire to change the terms of the deal and my perceived ability to influence this.	1H. My individual level of forbearance and the degree to which the breach impinges on my individual needs and values.
2. Relational – Hierarchical How the deal is meeting my relational expectations and needs through my manager 	2A. There is mutual trust between me and my employer that is based on both professional and personal affiliation.	2B. A duty to reciprocate the resources and trust invested in me.	2C. The degree to which I am assisted in gaining access to the resources, information and opportunities that meet my professional and personal needs. Also the extent to which my employer acts as my champion in the organisation.	2D. The extent to which my employer's behaviour upholds distributive and procedural justice, and they act with honesty and integrity. Also my employer's ability to use discretion in order to adapt or circumvent procedures to suit the needs of both parties.	2E. The extent to which I feel acknowledged and appreciated for my contribution. My employer's willingness to adapt the terms of my deal, provide me with autonomy and allow me to utilise my skills and expertise to their full extent.	2F. Loyalty and a sense of obligation to my employer. Also perceived opportunities to adapt the terms of my deal.	2G. The quality of my relationship with my employer. This will influence their willingness to change the deal for my benefit. It is also dependent on their capacity to overrule formal structures and procedures.	2H. The degree to which it affects my ability to continue to place trust in my employer.
3. Relational – Group How the deal meets my relational expectations and needs through co-workers and peers. 	3A. I am able to engage in meaningful interactions that support my needs.	3B. My responsibility to contribute to common goals in accordance with group norms.	3C. The level of work-based support I receive and the agreeableness of my social environment.	3D. Fairness of contribution amongst members of the group and a subculture of mutual support.	3E. The extent to which others acknowledge and confirm that my contribution to the group is critical and beneficial. The extent to which membership in the group has positive associations.	3F. The sense of security that I experience within the subculture.	3G. Whether I perceive my deal to be fair relative to others, and whether the subculture permits me changing my individual deal. Also dependent on whether I am able to enter into informal arrangements to undertake and share work.	3H. The extent to which it damages the feeling of security that I have as a result of being part of the group.
4. Exchange What the organisation and I exchange in the deal 	4A. There is a match between my expectations and the demands placed on me.	4B. Completing my designated duties to expected standards.	4C. How conducive my environment is to achieve what is expected of me. Also my continued employment, and/or opportunities for development.	4D. The organisation living up to its promises and espoused values. Also, the mutual respect that is based on consistent treatment and equity of the exchange.	4E. The level of tangible rewards I receive and the scope to adjust elements of the deal. Also the extent to which I am able to work autonomously and utilise my skills, and whether I could achieve a better exchange for my skillset and experience in another organisation.	4F. Finding value in other parts of the exchange or seeking compensating factors in to maintain the balance of the exchange. The extent to which I perceive that I am making an investment in the future. Also whether I perceive the imbalance to be caused by circumstances beyond their control.	4G. Whether I perceive that there is scope to change the deal and my level of bargaining power.	4H. The extent to which I believe that the imbalance can be readressed.

Figure 4: Proposed model illustrating the relative effect of factors in the development of the psychological contract over time (Windle & von Treuer, 2014: 31)



Conclusions

First, nothing appears to have contradicted the original ‘Contracting’ approach for SMEs. Several studies have reinforced the findings on which the original ‘Contracting’ approach was based (e.g. Bauer et al., 2007, re. Kotter, 1973; Baur et al., 2014, re RJPs in Wanous et al., 1992). Some elements foreshadowed in 1996 (e.g. feedback loops) have become part of later models. The advocates of Psychological Contract Theory (Montes et al., 2015) have added some significant refinements to the Phase structure differentiating Re-Negotiation and Repair, but they have failed to engage seriously with the role of employees as central to working out the real nature of any specific psychological contract. This is a serious weakness as Contract Law has for centuries assumed that a contract is freely negotiated between two equal parties. Anything else is implying a degree of coercion on the part of the stronger party. Lord Diplock observed in 1980: “A basic principle of the common law of contract ... is that the parties to a contract are free to determine for themselves what primary obligations they will accept” (Beale, 2015: 22).

Montes et al., (2015) also appear to have succumbed to meeting the publication requirements of the psychometric lobby and in so doing have moved their work away from the real world and social negotiation into the abstract heights of academe (Herriot, 1992b).

Table 3: Comparison of approaches to psychological contract formation

Study Characteristics	Tipples 1996	Guest 2004	Wong et al., 2010	Rousseau 2014	Windle and von Treuer, 2014
Stages/Phases	Pre-creation Creation Maintenance Conclusion	Systems Model, overlaps of phases	For each deal: Balancing Sustaining Re-balancing	Creation Maintenance Repair/Re-negotiation Withdraw	Pre-employment Recruitment Early socialisation Evaluation Revision
Employee focus	Balanced	Balanced	Strong	Weak	Strong
Feedback	Via ‘Realistic’ approach	Does not discuss but implied	Detailed table of views through different lenses	Distinguishes discrepancy and velocity feedback	Focus on perceived mutuality
Dynamics	Yes	Implied	Yes	Yes	Yes
Practical applicability	Focused SME application	Expresses causality not application	Yes, rooted in ‘deals’	Too psych/hypothesis based	Provides an applicable real world model
Use by others	Used by DairyNZ For farmer training in New Zealand	Frequently quoted	Basis of CIPD approach to practice rooted in PCs	Academic focus	A new integrated model has been developed. Untested psychometrically

Use of the relatively new term ‘employment deal’ has overcome the intimidating academic discourse of ‘psychological contract’ and provided a term more accessible to the common man. The Chartered Institute of Personnel and Development has highlighted, unashamedly, that good deals for individual employees, as fundamental players in ‘value creation’ for firms, are

a key to good employment relationships and economic success. Further, it may be argued that a 'Contracting' approach is still a simple way for small employers to address employment issues in a pragmatic and efficient way which delivers good and productive employment relationships.

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Notes

¹ ‘Contracting’ is not used here as in Transactional Analysis, but to refer to the mutual agreements achieved between employers and employees, whether that refers to expectations, perceptions of promises, or obligations, in an exchange environment with reciprocity (Retrieved from <http://www.businessballs.com/psychological-contracts-theory.htm> on 18 March 2014).

² When database ABI-Inform was searched (21 March 2014) for ‘Psychological contract’ there were 51,039 hits. Google Scholar listed some 17,900 publications.