

The Communication Contract and Its Ten Ground Clauses

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ABSTRACT. Global society issues are putting increasing pressure on both small and large organizations to communicate ethically at all levels. Achieving this requires social skills beyond the choice of language or vocabulary and relies above all on individual social responsibility. Arguments from social contract philosophy and speech act theory lead to consider a communication contract that identifies the necessary individual skills for ethical communication on the basis of a limited number of explicit clauses. These latter are pragmatically binding for all partners involved and help to ensure that the ground rules of cooperative communication are observed within a group or an organization. Beyond promoting ethical communication, the communication contract clarifies how individual discursive behaviour can be constructively and ethically monitored by group leaders in business meetings. A case study which shows what may happen when ground clauses of ethical communication are violated is presented. The conclusions of the study highlights why attempting to respect the communication contract is in the best interest of all partners at all levels within any group or organization.

KEY WORDS: philosophical foundations of business ethics, social contract theory, speech act theory, ethical communication, communication contract

Purpose

Extensive data published by Huang (2004) in this journal have shown some of the advantages of socially responsible, cooperative, and symmetrical, in short, ethical, communication for public relations, marketing, and the economic development of large organizations. Apart from being politically correct, ethical communication may, indeed, prove a sound business strategy, because it may allow securing long-term benefits that are more valuable to an organization compared with short-term profits obtained

through communication strategies which do not take into account ethical core values.

Social responsibility is claimed to define one of the general ground conditions of ethical communication in the corporate world (see the review article by Reinsch, 1990). The present article is concerned with the essential role of individual social responsibility in the sense of “individual moral agency” as in Reid’s essays on the active powers of the human mind (1843), or “personal agency” as in Bandura’s social cognitive theory (2001). The special need for individual respect of a limited number of ground rules of ethical communication at the interpersonal level is discussed, with particular emphasis on business meetings. The arguments presented defend the idea that communicating ethically with our nearest neighbours or partners is the *conditio sine qua non* to give an institution, corporation, or a small group such as a family a chance to ensure that ethical core values may eventually be adhered to at a larger scale.

To provide the theoretical concepts for this exercise, some relevant links between the philosophical foundations of social contract theory, speech act theory, and the hypothesis of a communication contract are introduced. Ten pragmatic ground clauses, derived from Reid’s essays on moral agency in communication (1843) and Austin’s felicity conditions for speech acts (1962), are defined and discussed. It is argued that these clauses define universal ground rules of ethical communication between socially responsible individuals. A case study example is discussed to show what may happen when ethical ground clauses are violated by individuals in a business meeting, and how such behaviour can be ethically monitored by leaders to limit clause violations and their potentially destructive consequences.

From social contract to communication contract

Without society, we would live in a state of nature without positive rights and unlimited natural freedom, where anyone can do what they like, for themselves and to anyone else. To avoid such a state of “bellum omnium contra omnes” (Hobbes, 1651), we agree as individuals within society to adhere to an implicit contract, a so-called social contract. Through this social contract, we gain rights by giving up unlimited freedom and by accepting to respect and defend the rights of others. The idea that all rational beings would inevitably consent to such a social contract because it is in their own best interest was first introduced in theoretical essays by philosophers in the seventeenth and eighteenth century, as in Hobbes’ *Leviathan* (1651) and Rousseau’s *Du Contrat Social* (1762). This philosophical framework is now referred to as social contract theory or “contractarianism” (e.g. Stanford Encyclopedia of Philosophy). In more recent years, social contract theory has enjoyed renewed success (see Ankerl, 1980), in particular in the business ethics literature. Donaldson and Dunfee’s (1994, 1995, 1999) integrative social contract theory has substantially contributed to this success by providing a fresh conceptual framework with a new look on contractarian thinking for ethical business management and modern economics. The term “integrative” places emphasis on the general, all-encompassing nature of the social contract as a basic commitment with binding obligations, which imply adhering to certain ethical core values and respecting certain rules of due process.

Ethical core values

Social contract theory recognizes a general, collective need for adhering to certain ethical core values. Such core values are, in principle, collectively acknowledged though not always explicitly formulated. They are derived from philosophical, political and economic norms which can be considered universal in the sense that they are detached from specific cults, religions or beliefs. Ethical core values are seen as beneficial to society in general, and to any individual who is part of it in particular. Ethical core

values are non-negotiable. They are the foundations of ethical standards in society, and of an organization’s commitment to corporate responsibility. Core values explicitly listed in modern codes of business ethics almost invariably include: responsibility, integrity, honesty, respect, trust, openness, fairness and transparency. Translating ethical core values into action requires an explicit system of ethical ground rules and principles of due process to ensure that these rules are respected.

Ethical communication as a contract

Communication between individuals is the most essential medium for translating ethical core values into action. According to speech act theory (Austin, 1962; Reid, 1843; Searle, 1969), an utterance in itself is an act, a so-called illocutionary act, with its implications and with its consequences. Like a hand bringing down a hammer to close a deal at an auction or to kill, the spoken word may have an impact with similar, more or less dramatic, consequences. The Scottish philosopher Thomas Reid, one of the founders of the School of Common Sense Philosophy, was the first to explicitly state the nature of particular speech acts which involve individual moral responsibility (moral agency). In his essays on the active powers of the human mind, Reid points out that a speaker enters into a social contract, which he is expected to respect, whenever a speech act consists of:

- asking;
- testifying;
- commanding and
- making a promise.

Reid’s philosophy clarifies why the notion of a communication contract, which will be defended here, follows directly from that of a social contract.

Society and any group or organization that is part of it can, indeed, be defined as a community of communicating individuals who agree to adhere to an implicit communication contract (cf. Ghiglione, 1997). Through such a communication contract, individuals gain rights by giving up unlimited freedom of expression or speech and by accepting to respect the needs, freedom and rights of expression and speech of others. In the global corporate world, the growing trans-national embedding and

interdependence of complex issues such as life quality, environmental challenges, economic development and sustainability have increased the need for individual social responsibility. To address these issues, contemporary sociological theory (see Bandura, 2001) has taken up Reid's original concept of individual moral agency by placing human agency at the centre of any future capacity of control over the nature and quality of all forms of human existence within society, from families to corporations. Responsible communication between individuals has undeniably become one of the most urgent of all current social needs, worldwide.

Austin's (1962) speech act theory not only offers a conceptual approach to the problem of interpersonal communication but also leads the way towards an explicit definition of ethical core values and principles. Subsequent speech act theories (e.g. Searle, 1969) have failed to develop this aspect of Austin's work. Communication theories in general have not expressed much concern for the question of ethics, and the fundamental link that exists between Austin's original speech act theory and the philosophy of ethics needs, indeed, to be re-established. To this end, the concept of a *speech situation* and the associated *felicity conditions* will be re-discussed here to clarify that, beyond offering an analysis of unsuccessful speech acts, Austin's theory addresses ground conditions of ethical communication.

Austin's felicity conditions and the psychological speech situation

Austin's felicity conditions define critical and interdependent conditions for a speech situation that are supposed to cause a given speech act to succeed when the conditions are fulfilled, and to fail when the conditions are not fulfilled. The felicity conditions are as follows:

- (A.1) There must be an accepted conventional procedure that has a certain conventional effect and includes the uttering of certain words by certain persons under certain circumstances
- (A.2) The particular persons and circumstances must be appropriate for the particular procedure invoked

- (B.1) The accepted conventional procedure must be followed by all participants, both correctly and
- (B.2) completely
- (τ . 1) When the accepted conventional procedure invoked is designed for persons with certain thoughts or feelings or for the inauguration of certain consequential conduct on the part of any participant, then any person participating in the procedure must indeed have those thoughts or feelings or indeed intend to conduct herself/himself accordingly and
- (τ . 2) actually conduct herself/himself accordingly as a consequence.

The felicity conditions thus prescribe that, whenever we enter a speech situation, we implicitly agree to follow certain conventions regarding what is said by whom and when at a first, strictly procedural level (*conventionality*), to act in a way that ensures that these conventions are actualized as part of the reality of the speech situation (*actuality*), and at a deeper level, which is particularly important to the question of ethics, to formulate sincere intentions according to expectations, and to act subsequently in a manner that respects the intentions expressed (*intentionality*). Austin pointed out the difference in nature between the felicity conditions indicated by roman letters A and B and the felicity conditions indicated by the Greek letter τ : non-fulfilment of the procedural conventionality conditions stated in A and B would reflect what he called *misexecution* of the felicity conditions, whereas non-fulfilment of the intentionality conditions in τ would reflect *abuse* of the felicity conditions.

From misexecution to abuse: the thin line between ethical and unethical speech acts

Misexecution of the felicity conditions is frequent in the real world of today. A typical case of misexecution would be incorrectly assuming shared procedural conventions with regard to who is supposed to say what and when (conditions stated in A) when, in reality, all participants do not share these conventions. Deliberately (mischievously, provocatively, etc.) not acting according to actually shared

procedural conventions (conditions stated in B) has also become frequent in contemporary society, where speaking up when one is not supposed to may be a deliberate strategic means to a specific end.

Austin's notion of abuse originally referred to insincerely expressed intentions, or to a sincere intention that is not followed by the professed act. There can be no doubt that a promise uttered without the intention of keeping it, or an intention deliberately followed by non-action or an action that is incompatible with the intention expressed, is a case of abuse. On the other hand, a sincere intention that is not followed by the professed act may be the consequence of factors that are beyond the control of the speaker. In this case, what is potentially abuse becomes a case of incidental non-performance due to facts that could not be anticipated. Conversely, an apparent misexecution of an accepted convention at the procedural level might reflect motivated strategic abuse. In such a case, the abuser would be aware of the accepted convention, knows what he/she is supposed to say or not and when, but deliberately violates the convention to an end only he/she may be aware of. TV footages of G. W. Bush's address to the public on Independence Day 2008 feature several such examples, where members of the public deliberately interrupt the speaker, thereby violating the convention to keep quiet while being addressed. In the light of these considerations, it becomes clear why speech situations, especially in the modern world, refer to a complex psychological space. This psychological space exists only through the motivations and intentions which underlie the utterances made. Thus, when *I speak to you*, I am performing a speech act with underlying psychological motivations and intentions. These motivations or intentions are not necessarily made clear through the speech act. Whether or not felicity conditions are fulfilled, accidentally misexecuted, or deliberately abused in a given speech situation requires more than an analysis of the logical structure of speech acts.

In his book on existentialism, the French philosopher Sartre (1945) proposed the psychological concept of *bonne foi* (good faith) as opposed to that of *mauvaise foi* (bad faith) to provide a universal definition for fundamentally ethical human acts, particularly speech acts, as opposed to fundamentally unethical ones: whenever we pretend in speech or direct action to be what we are not, to think or feel

what we do not, we are acting in bad faith and therefore unethically. Conversely, when our speech or action is true to what we genuinely are, think, and feel, we are acting in good faith and therefore ethically.

Misexecution of a felicity condition in speech acts may be accidental, in which case it does not involve bad faith. Accidental misexecution may cause a speech act to fail its purpose, but is not unethical. Misexecution of a felicity condition may be deliberate, such as deliberately provoking a speaker in a manner that violates an accepted convention. Deliberate misexecution is not necessarily unethical, especially when caused in good faith. When, for example, a hearer interrupts a speaker against an accepted convention because he/she perceives the speaker's utterances as unacceptable, the hearer misexecutes the accepted convention, but does so in good faith. While such behaviour has a disruptive effect, it is not by definition unethical. On the other hand, any deliberate misexecution that involves bad faith, such as for example interrupting a speaker against the accepted convention with the sole intent to cause trouble is, by definition, unethical.

Abuse of a felicity condition in Austin's sense involves bad faith by definition. It is therefore by definition unethical. In the light of these considerations, we propose the following general definition of an unethical speech act: "any utterance motivated by psychological forces that involve bad faith and lead to misexecution and/or abuse of at least one of Austin's felicity conditions".

The psychological speech situation

How can we know for sure whether people we interact with are communicating in good or bad faith? Grice (1975, 1981), among others, described devious speech scenarios where a hearer may act in bad faith, by taking for granted that a speaker respects the felicity conditions, to gain the warrant to interpret the speaker's utterances accordingly. A speaker may act in bad faith by strategically abusing the felicity conditions to all kinds of ends. This leads to contaminated speech situations where communication may appear ethical at the surface, but is in reality devious, the felicity conditions being deliberately abused at all levels. This explains why trying

to identify the intentions that motivate utterances or speech acts by analysing the logical structure of speech sequences is, as Haberland and Mey (2002) put it, looking for traces in a petrified product. Any simple sequence of seemingly straightforward speech acts may reflect a psychologically complex speech situation, the true nature of which may remain unknown to the outsider listening in. This can be shown through the following scenario, originally given in Clark and Brennan (1991) as an example to explain that common semantic ground needs to be built and updated in a conversation:

Alan: now, – um, do you and your husband have a – car?
 Barbara: – have a car?
 Alan: yeah
 Barbara: no

Clark and Brennan (1991) argued that it is obvious from this sequence of utterances that Alan did not effectively manage to ask Barbara whether she and her husband have a car because Barbara indicates by her question “– have a car?” that she has not understood Alan. The authors consider this sequence of utterances as an example for ineffective communication (Clark and Schaefer, 1987; Sacks et al., 1974; Schegloff, 1982; Schegloff et al., 1977); however, without any insight into the psychological context in which the utterances were produced, such as the kind of relationship between Alan and Barbara and what may have motivated their respective utterances, one cannot explain why Alan’s speech act was unsuccessful.

Now, let us consider the same sequence of utterances in the light of the following (fictive) psychological speech situation. Alan and Barbara are colleagues who work on the same floor. Barbara loves her garden and flowers and spends a lot of time taking care of them. Alan is aware of Barbara’s passion for gardening. His car broke down this morning and he wants to find someone to give him a lift into town. When leaving the office, he bumps into Barbara who is having a cup of coffee and is reading a gardening magazine in the lobby. Alan starts a brief conversation with her about how her garden is doing and whether she has planted any new flowers yet. After a few exchanges on the gardening matter, he suddenly utters:

Alan: now, – um, do you and your husband have a – car?
 Barbara: – have a car?
 Alan: yeah
 Barbara: no

This psychological speech situation sheds, indeed, a completely new light on the utterances made and, more importantly, on the motivations behind them. It is now obvious that Alan’s primary motivation to talk to Barbara was to find someone with a car to give him a lift. To gain Barbara’s attention, Alan used his knowledge of Barbara’s passion for gardening and involved her in a conversation about flowers. Then, without any reason that could possibly have been clear to Barbara in the context given, he abruptly asks her whether she and her husband have a car. Barbara delays responding to Alan by asking him to confirm his question: “– have a car?” In the fictive context considered, it is most likely that she does so not because she has not understood Alan, but because she is surprised and may be even quite shocked about the nature of Alan’s question, or the abrupt manner in which he brought it up. In fact, what Barbara does not understand is not Alan’s question or the meaning of his utterance. What she does not understand is the motivation behind the question. In fact, Alan has not communicated as ethically as he could have. In the context given, his incongruous utterance about Barbara and her husband having a car is unrelated to the initial topic of their conversation. Also, it fails to make clear to Barbara why the utterance should be relevant at all, to either her or himself. Moreover, Alan has not been entirely sincere with Barbara by pretending to be interested in her garden and her flowers while the first thing on his mind was, in reality, to find out whether she and her husband have car and could maybe give him a lift into town. Alan has, indeed, spoken in bad faith. He has deliberately and in bad faith misexecuted Austin’s first felicity condition relative to *actuality* and abused the first felicity condition relative to *intentionality*. Expressed in terms of the model that will now be introduced, he has violated three ground clauses of his implicit communication contract with Barbara: the continuity clause, the relevance clause and, to some extent, the sincerity clause.

The communication contract model with ten binding ground clauses as stipulated is schematized in

Figure 1. These clauses encompass and extend Austin's original felicity conditions by adapting them to the communication needs of modern society with, however, the major aim of exercising control over any severe form of misexecution and/or abuse of any of the original felicity conditions. It is argued that ensuring that respecting these ten simple ground conditions ensures ethical communication at the interpersonal level, in particular in business meetings, where a moderator may be designed to monitor the speech situation.

The ten ground clauses of the communication contract

The ten ground clauses of the communication contract proposed here to ensure ethical communication are as follows:

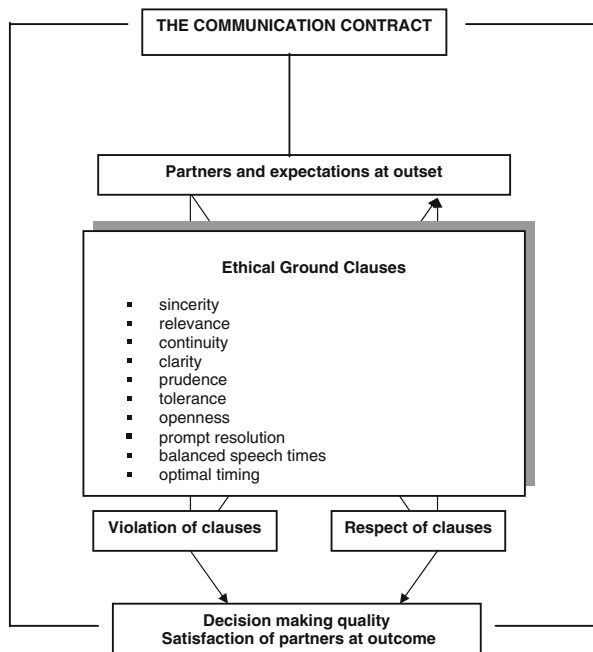


Figure 1. The communication contract model is based on ten ground clauses that are pragmatically binding for all communicating beings. They encompass and extend Austin's (1962) felicity conditions, as explained in the text. It is stipulated that non-respect or deliberate violation of any of these clauses incurs an intangible cost. The weight of the latter can be assessed indirectly on the basis of the level of satisfaction of communicating partners at the end of a conversation or a meeting (see the case study presented here).

Sincerity clause

The sincerity clause stipulates that all partners are to honestly communicate according to the best of their knowledge, without deliberately omitting, hiding or falsifying knowledge or intentions that are relevant to the issue of their interaction. It is the *conditio sine qua non* for all of Austin's felicity conditions relating to *intentionality*. In his book *'L'homme communiquant'* (1997), the French philosopher, psychologist and linguist Ghiglione described the psychological problem space addressed by the sincerity clause in terms of a complex domain between inadequate facts and straightforward lies. Violations of the sincerity clause can engender a heavy cost in communication. They may lead to a total breakdown of constructive information exchange and thereby severely jeopardize the outcome of any relationship between people in the shorter or longer term. Identifying and preventing violations of the sincerity clause in the discursive behaviour of communicating partners is generally difficult, often impossible. Human beings omit communicating, or lie about, facts or intentions for many different reasons and in many different, often subtle, devious ways. They may sometimes not even be conscious of doing so. The goal here is neither to address the reasons why people may be insincere nor to make judgemental statements about liars or suggest measures that would allow sorting out who tells the truth and who does not. The goal of an explicit sincerity clause is to make individuals aware that it is in their own best interest to be sincere and honest when they communicate. As our fictive example above shows, by not being sincere with Barbara about his true motivations, Alan created an immediate grounding problem (Clark and Brennan, 1991) in their conversation. Furthermore, Barbara's delaying her reply to Alan may even indicate that she has become mistrustful of his intentions, in which case Alan's lack of sincerity has achieved the opposite of what he initially wanted: win Barbara's trust and cooperation to get a lift into town. Only by communicating sincerely can partners ever hope to create and reinforce the climate of mutual trust that is necessary for building lasting and truly effective relationships, in organizational and in private life.

Relevance clause

The relevance clause stipulates that utterances have to be relevant to the goals, topics and objectives of a conversation or a meeting. It pragmatically ensures to a large extent Austin's felicity conditions relative to *conventionality* and *actuality*, which is especially important in business meetings. It helps a group or a team focus on goals and contributes to ensure that relevant issues will not get drowned in, or obscured by, irrelevant individual utterances. This involves respecting a given agenda. Meetings where some partners make others waste their time are costly and therefore counterproductive. In conversation or discourse in general, partners have to make sure that others understand why what they say is relevant and to whom, as illustrated by the Alan–Barbara example above. In text designed to be informative, the author has to ensure that what he/she writes is relevant to his/her potential audience, the topic addressed, and the context in which the text is to be published.

Continuity clause

The continuity clause stipulates that communication is to ensure continuity in contents. This clause is particularly important in interpersonal communication and to a lesser extent in written text, where the reader has the possibility to stop, reflect, and go back to previous lines to get a coherent representation of contents. The continuity clause is to ensure that communicating partners “get connected” and develop a cohesive discourse that effectively takes into account the other partners' propositions and arguments. Like the relevance clause, it defines one of the pragmatic key modalities to ensure felicity conditions relative to *conventionality* and *actuality*. Respecting the continuity clause is avoiding discursive behaviours where individuals express whatever comes to their minds at a given moment without taking into account what was said by the partner who spoke before them. Monitoring the continuity clause regulates self-centred discursive behaviours and thereby facilitates genuine team communication. It enables a group to evolve towards cohesive group thinking and effective information sharing. Disconnected egotistical discourse, as illustrated by the non-communication scenarios in

Harold Pinter's theatre plays, is detrimental to interpersonal information sharing and, at a deeper psychological level, prevents people from sharing certain thoughts and feelings to better understand each other's viewpoints.

Clarity clause

The clarity clause states that communicating beings or partners should be as precise and explicit as possible. It adds a new dimension to Austin's felicity conditions insofar as lack of clarity in interpersonal communication can make speech acts fail even though all the felicity conditions relating to *conventionality*, *actuality* and *intentionality* may be fulfilled. Jargon deserves particular attention here, especially in business or team communication, where different jargons are used by professionals with different expertise, knowledge, age, or social status. When using jargon in a communication process, one must be aware that some partners may not be familiar with it. Jargon abuse, like abuse of innuendo or lack of general clarity in statements, needs to be monitored constructively in goal-directed communication. Younger or less experienced partners should be encouraged to ask questions and to interrupt whenever they do not understand what is being said. Putting communication partners in a position where they have to read between the lines or spend additional time searching for information not provided in due course is detrimental to meetings with tight agendas and deadlines that have to be met. The clarity clause, in short, is to prevent misunderstandings and their consequences by promoting attention to the information needs of all communication partners involved.

Prudence clause

As explained above, words, like actions, have their consequences. Thinking about the possible consequences of what one does, writes, or says is not only an important key to ethical speech acts, but also a key to their success or effectiveness (Baron, 1990). The prudence clause extends the felicity conditions by encouraging communication partners to deal with information sincerely but, at the same time,

carefully. Careless handling of information can lead to the rapid propagation of false data such as hearsay, rumours, or incomplete facts in human communication networks and thereby seriously compromise relationships and projects. Whenever dubious or false information circulates in groups or teams, violation of the sincerity clause, where certain individuals deliberately try to manipulate members of the group or the whole group as such, may be suspected. The psychological argument for a prudence clause relates to the fact that sincere communication partners share an interest in relating only information from reliable sources that can be verified by all partners at any time if necessary.

Tolerance clause

The tolerance clause stipulates that communicating beings must not dismiss any sincere and potentially constructive comment of a partner, even if it may appear non-conventional or naïve. This clause encourages handling the felicity conditions relating to conventionality in an open, tolerant and flexible manner, which is important in modern multicultural societies. Unconventional suggestions often help clarify complex issues. Younger, less experienced partners and individuals from different domains of expertise cannot necessarily deal with complexity with the same ease and insight as some of their more experienced partners. In groups, naïve questions, suggestions or comments should be taken into account within the limits of the felicity conditions relating to conventionality. Non-conventional questions also should, if possible, be discussed in a constructive manner. Monitoring conventionality conditions with tolerance and flexibility can open doors to new ideas or ways of conceiving or doing and can produce unsuspected breakthroughs. Such potential must not be wasted. Unfortunately, this is only too often the case. Senior team partners with an assumedly wider experience often have a tendency to dismiss or ignore critical statements from juniors or partners with different or less expertise. In the *senior versus junior* scenario, such intolerance may be due to the fact that, implicitly and sometimes unwillingly, the junior's statement or comment is deemed "inadequate". In the case of the *expert versus non-expert* scenario, it may be due to the fact that an

expert may, consciously or unconsciously, consider that he/she has nothing to learn from someone outside his/her field of expertise. This kind of psychological problem reaches well beyond a problem of communication grounding. Pragmatic clauses are needed to regulate the use of discursive behaviour as a means of dominating other partners. The tolerance clause directly aims at situations where relevant remarks of team members with inferior hierarchical position or less experience are overruled by authority statements from team members with higher status. Interrupting partners or speaking up for them without having been asked to do so are examples of violations of the tolerance clause. Such behaviour, which can readily be quantified in discourse analysis, is considered an indicator of so-called "conversational dominance" (e.g. Itakura, 2001) in every day and institutional conversation.

Openness clause

The openness clause complements the tolerance clause by stipulating that all communicating beings should be as open as possible to suggestions or arguments of other partners. The function of this clause is to create a communication climate where partners are able, when differences in opinion exist, to accept these differences gracefully. A conversation or meeting must not become a discursive battlefield where arguments are used like weapons and where persuasion strategies replace open and constructive exchange. Such situations have a potentially destructive effect on both personal and professional relationships between individuals and may compromise collective goals and decision making.

Prompt resolution clause

The status of conflict in modern communication has become an important issue, and extends far beyond the initial preoccupations of Austin's felicity conditions. In modern business communication, however, it is critical to deal with interpersonal conflict ethically and promptly. The function of the resolution clause here is to increase the awareness of individual partners and team leaders that it is in their best interest to deal with conflicts and misunderstandings

promptly, openly, self-critically, and constructively (see other clauses here above). The prompt resolution clause may be difficult to monitor given that negative feelings or resentments caused by specific utterances may be kept tacit and interpersonal conflicts may therefore not be immediately detectable. The monitoring of such speech situations by a psychologically skilled consultant seems an appropriate way of keeping them under control.

Balanced speech time clause

Fulfilling the felicity conditions in the domain of interpersonal communication relies on a certain balance of the times taken by different partners in a conversation or a business meeting to “have their say”. Situations where some protagonists take significantly more speech time than others, or where a particular partner notoriously monopolizes speech time, can be costly, especially when such behaviour leads to important issues being neglected and/or affects sound decision making. Like violations of the tolerance clause, violations of the balanced speech time clause are quantifiable indicators of conversational dominance patterns (Edelsky, 1981; Itakura, 2001), where partners who do not get their “fair share” of verbal expression are being dominated by others. Such scenarios can engender a heavy cost, in organizations and in families. Recent psychological insight into the causal relation between conversational dominance, power discrepancies (victimization) and domestic violence (Babcock et al., 1993) highlights the potential importance of this particular clause.

Optimal timing clause

Finally, nowadays more than ever, time is precious. Wasting time through bad planning is unsound, not only in business but in general. Wasting time deliberately by letting “things ride” is abusive and, therefore, unethical. Thus, a communication contract adapted to modern society must include a clause which stipulates that there is an optimal frequency with which communicating beings have to interact to keep their relationships and projects going. An optimal timing clause is therefore

proposed to encourage communicating partners to combine their efforts in working out a schedule for meetings which ensures that goals are pursued in due course and time is not wasted.

Case study: speech act analysis of a business meeting with conversational dominance

In institutional interpersonal communication, assigned roles and tasks often produce asymmetries in participatory weights and the distribution of verbal interactions (Ten Have, 1991). Such asymmetries are characteristic of conversational dominance (e.g. Itakura, 2001) and can be identified on the basis of quantitative data patterns relative to questioning, topic control, interruptions, and amount of speech. Communication scenarios where conversational dominance patterns are present may lead to victimization and domestic violence (Babcock et al., 1993). As explained above, the presence of conversational dominance patterns in interpersonal communication implies that ground clauses of the communication contract are being violated.

To illustrate how clause violations and their possible consequences may affect a business meeting, the pragmatic analysis of the speech act sequences from a meeting with traces of conversational dominance in a ‘senior-versus-junior’ scenario is presented. We randomly selected one of the meetings of a small team of senior partners and junior members in a large organization, the identity of which will remain anonymous. The meeting was called at very short notice by the team leader. The last team meeting had taken place 3 months earlier although the team was supposed to meet at least once a month to keep track of ongoing projects.

Context and background information

The projects of some of the juniors were not progressing well. At least seven of the thirteen team partners were aware of the problem and had expressed their concern informally at various moments (coffee breaks, corridor talk, etc.). The team leader communicated the time and place of the

meeting to all team members by e-mail the evening before. The following agenda was given:

- departmental elections;
- budgets;
- summary of previous directors' committee and
- junior research projects.

Four senior team members were unable to attend the meeting and sent e-mails to the team leader, stating "too short notice" or "have other important business to see to" as reasons for their absence. The meeting was attended by five junior members (three female, two male) and four seniors (three male, one female), among whom were the former department director (male) and the team leader himself (male). Before the meeting, the team was asked whether any of them had any objection against the meeting being recorded by means of a digital device and their utterances being analysed for study purposes. None of the protagonists objected and all agreed to fill out questionnaires anonymously, before and after the meeting. None of them was aware of the goal or the theory underlying the study.

Data collection and coding scheme

A pre-meeting questionnaire was used to collect information relative to the expectations of partners and their previous experience with a given partner or team. Two post-meeting questionnaires were given to establish whether partners were immediately satisfied with the way things went in the meeting, and how effectively the different topics and contents were recalled 3 days later. Information regarding the general context, objective, and agenda of the meeting was taken into account. The hierarchical status and gender of partners, whose identity remains anonymous, were determined. The recorded material was analysed using the following coding scheme, which permits identification of clause violations on the basis of quantitative and qualitative criteria.

- In order to detect violations of the *balanced speech time* clause, speech sequences are timed and numbered; quantitative indicators, such as the speech times of the different partners as a function of their status and gender, are computed.

- Whenever the content of an utterance bears no relationship with the content of the preceding one, violation of the *continuity clause* is noted.
- When an utterance suggests that a partner does not understand why what has been said in a previous utterance should matter, violation of the *relevance clause* is noted.
- Respect of the *sincerity clause* is questioned whenever an utterance, or the context in which it is produced, indicates that a partner is suspicious of what has been said by another. An example of a sequence of utterances indicating violations of the *continuity*, *relevance* and *sincerity* clauses is given and explained in the fictive Alan-Barbara scenario above.
- Violation of the *tolerance clause* is noted whenever team partners interrupt others or speak for them without having been invited to do so, as in classic conversational dominance patterns (e.g. Itakura, 2001).
- When an utterance is obviously or repeatedly misunderstood in a sequence, violation of the *clarity clause* is noted, as in the following example:

Peter: a different *modus operandi* was adopted this time

Paul: a *modus* – what?

Peter: well, there was pressure from higher up to do things differently this time

Paul: – pressure from higher up?

- Whenever an utterance contains apparent facts or figures for which there is no clear evidence, or is obviously based on hearsay, violation of the *prudence clause* is noted, as for example in:

Peter: Mary says they do not feed these cats properly

Paul: well, the neighbour told me there's always food in a bowl in the garden

- Violation of the *openness clause* is noted when an argument is dismissed without justification or when a partner maintains his/her argument without considering a counter-argument presented by the partner who has spoken before, as in:

Peter: I think they should take these cats away from them

Paul: but they cannot do that just because Mary says these things, can they?

Peter: I think they should take them away

- Whenever an argument leads to a dead end, violation of the *prompt resolution clause* is noted, as for example at the end of the following sequence of utterances:

Paul: you must not say things like that, these people are my friends

Peter: better be more careful choosing your friends then, right?

Paul: don't you speak to me like that!

Peter: have to go now – some of us are working, you know?

- Violation of the *optimal timing clause* may be inferred on the basis of answers given in the pre- and post-meeting questionnaires, as the discussion of the results of this study will show.

Results and discussion

The pre-meeting questionnaire featured four questions the different team members had to answer: (1) “Please state in a few words what you expect from this meeting”, (2) “Do you think your expectations will be satisfied by the meeting?”, with five possible answers to choose from, (3) “How would you qualify your experiences from previous meetings with the team and their outcomes?”, with four possible answers to choose from and (4) “How would you assess your status within the team?”, with five possible answers to choose from. The data from the analysis of the pre-meeting questionnaires are summarized in Table I. From these data, we can conclude that three of the five junior team members expected exchanges beyond retrieving general information relative to topics listed in the meeting agenda. Six of the nine team members, including all the five juniors, expected the meeting to be concerned with team projects. We further note that none of the team partners thought that his/her expectations would be satisfied by the meeting without difficulty. The five juniors considered that their expectations would be satisfied either with difficulty (four replies) or not at all (one reply). Eight

of the nine team members reported having had reasonably good experiences from the previous team meetings, with more or less positive outcomes. One junior team member reported having had poor experiences from previous meetings, with poor outcomes or none. None of the participants identified themselves as the team leader despite the fact that the team has an officially declared leader and a clear hierarchical structure. One senior participant stated that he considered all people in the team to have equal status. Two of the four seniors identified themselves with an important status in the team and the five juniors considered their status in the team ‘not very high’.

Analysis of the recorded discourse material allowed a reconstruction of the chronological sequences of speech production (see Table II), revealing that 54 min of the 64 min of overall meeting duration were taken by two of the nine team partners: the team leader (A) and the former department director (B). The other two senior partners (C and D) each spoke a few minutes at the meeting. Of the junior partners, only the two male juniors spoke. This result indicates a considerable imbalance in speech time characteristic of a conversational dominance pattern, where the two male seniors with the highest status in the team ‘take the floor’ (cf. Edelsky, 1981). This is achieved here through massive violation of the balanced speech time clause. Further sequence-by-sequence analysis of the verbal exchanges revealed other clause violations. Table II may be consulted for localising these clause violations, which are described here in the order in which they occurred in the meeting.

Violations of the tolerance clause and the openness clause by B were detected in exchanges with the female senior team partner C in the first 8 min of the meeting. These clause violations occurred in a context where A requested to be informed about the status of a specific project submission. Senior partner C, being the coordinator of that project, should have been the one expected to reply to A's question:

A: ...will this project be re-submitted?

B (replying for C): yes, yes, we will re-submit

C: – well, we

B (interrupting C): we'll consider the reports, revise, and then re-submit

TABLE I
Results from the pre-meeting questionnaire with abbreviated versions of questions asked and answers given

What do you expect from the meeting?	Think your expectations will be satisfied?	Qualify experiences of previous meetings with team and their outcomes	Your status within the team?
"Get information" (non-specific): 3 "Get information about team projects": 3 "Exchange ideas for team projects": 3 "Address the most urgent issues": 1	Without any difficulty: 0 With minor difficulties: 2 With great difficulty: 2 Certain that expectations will not be satisfied: 2 No idea: 3	Too little or no experience with team at all: 0 Excellent experiences, positive outcomes: 0 Reasonably good experiences, more or less positive outcomes: 8 Poor experiences, outcomes poor or none: 1	No idea: 1 All people in team have equal status: 1 I am the leader or one of the leaders: 0 I am not the leader but have important status: 2 My status is not very high, others have a higher status: 5

C: these reports said nothing helpful about the quality of our products, they...
 B (dismissive): well, we will consider these reports and re-submit
 C: they were quite clear in saying that they wanted us to include X in this project and that
 B (interrupting C): I don't remember – we'll have to see and then make a decision...

Three further violations of the tolerance clause by B were detected in exchanges with A, the team leader. One of these consisted of a double clause violation where B interrupted A, violating both the tolerance and the clarity clauses:

A: ...several new people joined the department recently – there is
 B (interrupting A): X got Y in this year
 A: beg your pardon?
 B: Y is with us this year, X got him in
 A: ah – yes...

Another *tolerance* clause violation by B towards A was detected subsequently in:

D (asking A): is it really urgent to put this into practice?
 B (replying for A): it is not urgent, but the new department director wants to put it into practice as quickly as possible and...
 A: well, some changes are bound to be imminent, then – now, ...

Then, after about 15 min of exchanges between the four seniors without clause violations, B violates the continuity and the relevance clauses by interrupting A. This double clause violation leads to a sequence of violations of the clarity clause and the openness clause (see also Table II):

A: ...I guess we have dealt with the internships – there also
 B (interrupting A): it occurs to me that members of ... have the same status as members of ... – which means X will also be able to take over projects in the new department
 D: so do members of ..., no?
 B (dismissive): no – that's not the same thing
 A: what are we talking about here? –

TABLE II
The chronological sequence of speech production in the meeting

Protagonist speaking	Status/gender	Time	Topics covered	Clauses violated
A	T-Leader/male	3 min	1	0
B	Ex-Dir/male	2 s	1	Tolerance!
C	Senior/female	1 s	1	0
B	Ex-Dir/male	2 s	1	Tolerance!
C	Senior/female	2 s	1	0
B	Ex-Dir/male	2 s	1	Tolerance!
C	Senior/female	5 s	1	0
B	Ex-Dir/male	2 s	1	Tolerance! Openness!
A	T-Leader/male	5 min	1	0
C	Senior/female	20 s	1, 2	0
A	T-Leader/male	20 s	2	0
C	Senior/female	10 s	2	0
B	Ex-Dir/male	10 s	2	0
C	Senior/female	5 s	2	0
A	T-Leader/male	1 min	2	0
B	Ex-Dir/male	2 s	2	Tolerance! Clarity!
A	T-Leader/male	2 s	2	0
B	Ex-Dir/male	2 s	2	0
A	T-Leader	20 s	2	0
C	Senior/female	1 s	2	0
A	T-Leader	3 min	3, 4	0
D	Senior/male	10 s	4	0
A	T-Leader	1 min:30 s	5, 6, 7	0
B	Ex-Dir/male	3 min	7	0
A	T-Leader	1 min	7	0
B	Ex-Dir/male	40 s	7	0
D	Senior/male	10 s	7	0
B	Ex-Dir/male	1 min:30 s	7	Tolerance!
A	T-Leader/male	10 s	7	0
D	Senior/male	5 s	7	0
B	Ex-Dir/male	10 s	7	0
A	T-Leader/male	10 s	7	0
B	Ex-Dir/male	10 s	7	0
A	T-Leader	25 s	7	0
B	Ex-Dir/male	30 s	7	0
A	T-Leader	10 s	7	0
B	Ex-Dir/male	2 min	7	0
C	Senior/female	10 s	7	0
B	Ex-Dir/male	10 s	7	0
D	Senior/male	1 min	7	0
C	Senior/female	5 s	7	0
B	Ex-Dir/male	20 s	7	0
A	T-Leader/male	10 s	7	0
B	Ex-Dir/male	20 s	7	0
D	Senior/male	30 s	7	0
B	Ex-Dir/male	1 min	7	0

TABLE II

continued

Protagonist speaking	Status/gender	Time	Topics covered	Clauses violated
A	T-Leader/male	10 s	7	0
B	Ex-Dir/male	1 min:30 s	7	0
A	T-Leader/male	10 s	7	0
C	Senior/female	5 s	7	0
B	Ex-Dir/male	5 s	7	0
A	T-Leader	50 s	8	0
B	Ex-Dir/male	5 s	8	0
A	T-Leader/male	20 s	8	0
C	Senior/female	5 s	8	0
A	T-Leader/male	50 s	8, 9	0
C	Senior/female	5 s	9	0
B	Ex-Dir/male	10 s	9	0
E	Junior/male	5 s	9	0
B	Ex-Dir/male	20 s	9	0
E	Junior/male	7 s	9	0
A	T-Leader/male	5 s	9	0
E	Junior/male	5 s	9	0
B	Ex-Dir/male	10 s	9	0
D	Senior/male	5 s	9	0
B	Ex-Dir/male	3 s	9	0
A	T-Leader/male	3 s	9	0
B	Ex-Dir/male	5 s	9	0
D	Senior/male	6 s	9	0
B	Ex-Dir/male	4 s	9	0
A	T-Leader/male	15 s	8	0
B	Ex-Dir/male	20 s	8	0
A	T-Leader/male	2 s	8	0
B	Ex-Dir/male	10 s	?	Continuity! Relevance!
D	Senior/male	4 s	?	Openness! Clarity!
B	Ex-Dir/male	2 s	?	Clarity!
A	T-Leader/male	2 s	?	0
B	Ex-Dir/male	5 s	?	Clarity!
A	T-Leader/male	3 s	?	0
B	Ex-Dir/male	4 s	?	Clarity! Openness!
Silence		6 s	–	–
A	T-Leader/male	2 min:10 s	10	0
B	Ex-Dir/male	6 s	10	0
A	T-Leader/male	10 s	10	0
D	Senior/male	2 s	10	0
A	T-Leader/male	3 min	11	0
C	Senior/female	4 s	11	0
A	T-Leader, male	6 s	11	Clarity!
C	Senior/female	4 s	11	0
B	Ex-Dir/male	3 s	11	Tolerance! Clarity!
C	Senior/female	2 s	11	0
B	Ex-Dir/male	2 s	11	Clarity!

TABLE II
continued

Protagonist speaking	Status/gender	Time	Topics covered	Clauses violated
C	Senior/female	4 s	11	0
D	Senior/male	2 s	11	0
A	T-Leader/male	15 s	11	0
C	Senior/female	2 s	11	0
B	Ex-Dir/male	12 s	11	0
A	T-Leader/male	25 s	11	0
B	Ex-Dir/male	30 s	11	0
A	T-Leader/male	20 s	11	0
B	Ex-Dir/male	4 s	11	0
A	T-Leader/male	7 s	11	0
D	Senior/male	15 s	11	0
C	Senior/Female	3 s	11	0
A	T-Leader/male	1 min:30 s	12	0
B	Ex-Dir/male	30 s	12	0
A	T-Leader/male	10 s	12	0
F	Junior/male	6 s	12	0
B	Ex-Dir/male	10 s	12	Tolerance! Clarity!
F	Junior/male	3 s	12	0
B	Ex-Dir/male	2 s	12	Tolerance! Clarity!
A	T-Leader/male	4 s	12	0
F	Junior/male	25 s	12	0
B	Ex-Dir/male	5 s	12	Tolerance!
F	Junior/male	3 s	12	0
B	Ex-Dir/male	1 s	12	0
F	Junior/male	12 s	12	0
A	T-Leader/male	1 s	12	0
B	Ex-Dir/male	3 s	12	0
A	T-Leader/male	1 min:30 s	12, 13	0
D	Senior/male	20 s	13	0
A	T-Leader/male	2 min	13	0
F	Junior/male	5 s	13	0
A	T-Leader/male	50 s	13	0
D	Senior/male	4 s	13	0
A	T-Leader/male	25 s	13	0
F	Junior/male	5 s	13	0
A	T-Leader/male	30 s	14	0
C	Senior/female	10 s	14	0
A	T-Leader/male	20 s	14	0
C	Senior/female	3 s	14	0
A	T-Leader/male	10 s	14	0
C	Senior/female	6 s	14	0
D	Senior/male	40 s	14	0
A	T-Leader/male	3 s	14	0
C	Senior/female	4 s	14	0
A	T-Leader/male	10 s	14	0
C	Senior/female	45 s	14	0

TABLE II
continued

Protagonist speaking	Status/gender	Time	Topics covered	Clauses violated
A	T-Leader/male	5 s	14	0
D	Senior/male	1 s	14?	Relevance!
C	Senior/female	10 s	–	0
A	T-Leader/male	5 s	14	0
B	Ex-Dir/male	35 s	15, 16	0
C	Senior/female	3 s	16	0
B	Ex-Dir/male	20 s	17	0
A	T-Leader/male	10 s	17	0
C	Senior/female	4 s	17	0
B	Ex-Dir/male	1 min:30 s	17, 18	0
C	Senior/female	5 s	18	0
B	Ex-Dir/male	30 s	18	0
A	T-Leader/male	10 s	18, 19	0
B	Ex-Dir/male	12 s	19	0
D	Senior/male	15 s	19?	Relevance! Prudence!
B	Ex-Dir/male	45 s	19	0
C	Senior/female	4 s	19	0
B	Ex-Dir/male	20 s	19	0
A	T-Leader/male	10 s	19	0
B	Ex-Dir/male	5 s	19	0
A	T-Leader/male	4 s	20	0
B	Ex-Dir/male	1 min:15 s	?	Continuity! Relevance! Tolerance!
C	Senior/female	1 s	–	0
B	Ex-Dir/male	1 s	?	Openness!
A	T-Leader/male	1 s	?	Relevance!
B	Ex-Dir/male	1 min	–	0
A	T-Leader/male	4 s	?	Relevance!
B	Ex-Dir/male	2 s	–	0
D	Senior/male	3 s	?	Relevance!
C	Senior/female	2 s	–	0
End of meeting				

The different protagonists are indicated by letters of the alphabet, reproducing the order in which they have first spoken up in the meeting. Their status and gender, the times taken to speak, the topics covered (indicated by numbers reproducing the order in which they were brought up), and the clauses violated in a given sequence are shown.

B: well, there are new equivalences between certain kinds of qualifications

A: including ...?

B (dismissive): no, no, no – that is not at all the same thing

In the following sequence, A violates the clarity clause, which is followed by a question from C to A. Then B, without having been invited to do so,

answers this question for A, violating the tolerance clause once and the clarity clause twice:

A: different weights are to be applied to the different posts in regard to training and research
C (asking A): different weights? What would my weight be, for example?

B: yours would be more

C: more?

B: yes, more – more for research
 C: well, this is not all too clear...

Later in the meeting, when elections to the new department council are discussed, B further violates the tolerance and clarity clauses. The revealing sequence started when A asked junior member F whether he was elected or designated member of last term's council:

A (asking F): you were elected into the last council, weren't you?
 F: no, I was designated to replace P, who had left after his
 B (interrupting): yes, but this is like being elected
 F: is it ? – I thought it was more like being nominated – we were discussing among us who
 B (interrupting): well, for junior members it is different
 A: ok, whatever – this year there are three different groups to be represented and we have to know who would like to stand for election
 F: yes, and I have a question: those of us juniors who were designated to replace outgoing members in the middle of the last council mandate, will they be able to
 B (interrupting): that is not the way it works – with new elections, all counters are back to zero
 F: – like, uh, starting from scratch?
 B: yep
 A: ok – I might stand for election to represent the senior partners...

Later on, another senior team member (D) violates the relevance clause twice. The first violation is followed by an objection from the female senior (C):

A: ...it says applications will be reviewed under the sole criterion of excellence
 D: they're looking for individualistic shit stirrers, right?
 C: oh come on – I hope there are some young and bright individuals around who don't fall into one of your categories

Then, violations of the relevance and prudence clauses are noted:

B: ...we have not yet had such committees here, but it might come
 D: I heard they've already had one like that at ... – appears the guy was sacked on the spot
 B: well – I believe this is for the moment not the way things are done, at least not here...

After about 60 min, the team leader (A) asked the group whether anyone wanted to discuss other issues, such as the ongoing team projects. These were, according to the background information given, not progressing well and clearly demanded some discussion. The former department director (B), as if ignoring A's question, starts a longish personal comment on a different and irrelevant matter, preventing other team members from considering A's invitation. In doing so, it is considered that B has violated the tolerance, continuity and relevance clauses at the same time. This triple clause violation engendered more clause violations and the rapid termination of the meeting, in an apparently relaxed atmosphere:

A: ...any other urgent business – maybe the current projects?
 B: I really regret having missed that exhibition last week – they say it was fantastic. That guy really is a fabulous artist – presented all his newest constructions ... such an exciting project
 C: what's the name of the project?
 B: the name of the artist is X
 A (asking B): can we maybe have some more information on that prize we seemed to have won?
 B: well, they are treating it discretely at the moment, but there might be some publicity in the next weeks or so
 A: there should also be G at the celebration – is she still around?
 B: oh yes, still going strong
 D: she still going? – my oh my – been hanging in there for a while now, the old bat [laughs]
 C: old bat – listen to that – old bat yourself [laughs]

The distribution of clause violations by the different members of the team as a function of their status and gender are given in Table III. The different topics addressed in the meeting are listed in

TABLE III
Speech times of the different protagonists and number of clause violations

Protagonist	Status/gender	Total time spoken	Clause violations
A	Team Leader/male	30 min:51 s	3^a
B	Ex-Dept. Director/male	23 min:48 s	26^a
C	Senior Partner/female	04 min:26 s	0
D	Senior Partner/male	03 min:23 s	6
E	Junior Member/male	00 min:17 s	0
F	Junior Member/male	01 min:26 s	0
G	Junior Member/female	00 min:00 s	0
H	Junior Member/female	00 min:00 s	0
I	Junior Member/female	00 min:00 s	0
Total time of speech		64 min:11 s	

^aBalanced speech times clause.

TABLE IV

Topics in the order in which they were brought up in the meeting, time dedicated to a given topic and whether it featured (yes/no) on the provisional agenda communicated to team partners by the team leader before the meeting

Topic covered	Time dedicated to topic	Corresponds to a topic on agenda given
1	08 min:40 s	Yes
2	02 min:40 s	No
3	01 min:50 s	No
4	01 min:20 s	No
5	01 min:10 s	Yes
6	00 min:15 s	Yes
7	17 min:55 s	Yes
8	01 min:30 s	No
9	02 min:13 s	No
10	01 min:58 s	Yes
11	05 min:40 s	Yes
12	06 min:10 s	Yes
13	01 min:36 s	No
14	02 min:28 s	Yes
15	00 min:15 s	No
16	00 min:25 s	No
17	00 min:54 s	No
18	01 min:20 s	No
19	02 min:09 s	No
20	00 min:04 s	Yes
	60 min:32 s	

Table IV, respecting the order in which they were brought up and with the times dedicated to each topic. About 39 min, more than half of the total time (64 min), were dedicated to topics 1, 7, 11 and 12. The remaining 25 min were dedicated to various topics, either featuring or not on the agenda. There was a brief mention of an urgent need to plan and coordinate team projects for the year (topic 17), followed by a non-specific remark from senior team partner B to the juniors reminding them that their projects are not progressing as well as they should (topic 18) and that there have been discussions about forming a supervisors' committee (19). An exchange of ideas relating to their projects or any of the other team projects was not produced.

Analyses of the post-meeting questionnaires are shown in Table V. Seven of the nine team partners, including the four seniors, were "reasonably satisfied with the meeting and its outcome". One junior stated to be "not too satisfied" and another junior was "not satisfied at all". None of the team partners reported being entirely satisfied with the meeting and its outcome.

By applying a 'satisfaction coefficient' to each of the four possible answers, with a coefficient of 1 for "entirely satisfied", coefficients of 0.75 for "reasonably satisfied", 0.25 for "not too satisfied" and 0 for "not satisfied at all", we are able to compute a quantitative indicator of the 'terms of closure' of the communication contract after a meeting or a conversation. Here, for a meeting with nine participants,

TABLE V
Results from the post-meeting questionnaire with abbreviated versions of questions asked and answers given

Satisfied with meeting and outcome	Team communicating effectively	Had every opportunity to speak	Team meeting often enough	Suggestions to improve effectiveness
Entirely satisfied: 0	Very effectively: 0	Had and took every opportunity: 3	Often enough: 4	No idea: 3
Reasonably satisfied: 7	Effectiveness needs to improve: 7	Not worth it: 3	Should meet more often: 4	Implicate juniors more: 2
Not too satisfied: 1	Ineffective, but I don't understand why: 1	Others speak more often: 2	Far too many meetings, waste of time: 1	Plan and target the meetings better: 2
Not at all: 1	Time is wasted on irrelevant matters: 1	I hardly had any chance to speak, and it bothers me a lot: 1		Devote more time to team projects: 2
				Meet more regularly: 5

the optimal satisfaction rate indicating ‘closure under the best possible conditions’ of the communication contract would be 9/9. As it is, we obtain an overall satisfaction rate of 5.5/9, which is only about 60% of the optimal rate. When computing satisfaction rates as a function of the status of the team partners, we obtain a rate of 3/4 (75%) for the seniors, and a rate of 2.5/5 (50%) for the juniors. This result suggests that the juniors were far less happy with the way things went at the meeting than the seniors. Generally, we may expect that clause violators would, indeed, suffer less from the consequences of the deficient communication scenarios they create than those who have to suffer the violations.

Seven of the nine team partners considered that the “effectiveness” of communication within the team “needs to improve”, one junior judged communication “ineffective”, but stated that she “could not say why” and another junior deemed that “time is wasted on irrelevant matters”. None of the nine team partners thought that the team communicates very effectively. When asked whether they had and took every opportunity to speak up in the meeting, three seniors of the nine team partners stated that they did, three juniors stated that they did not speak because they considered it “not worth it”, two juniors pointed out the fact that “others in the team speak more often” and one senior team partner declared that “I had hardly any chance to speak and it bothered me a lot”.

Four of the nine protagonists thought that the “team should meet more often” while four, of whom three seniors, deemed that the “team meets often enough”. One junior team partner stated that there were “far too many meetings” and that “a lot of time is wasted” in them. When asked to make suggestions on how the effectiveness of communication within the team could be improved, three senior team partners stated to “have no idea”, while two juniors suggested to “involve the junior team members more”. Two others, one junior and one senior, suggested to “plan and target the meetings better” and to “meet more regularly”.

Analyses of the second post-meeting questionnaire given 3 days after the meeting (results summarized in Table VI) revealed that the items or topics they most recalled, correctly and in great detail, were, in the team partners’ own words: “a need to define and plan projects for the year”

TABLE VI

Topics in the order in which they were brought up in the meeting, time dedicated to a given topic, and whether the topics were recalled 3 days after the meeting by the different protagonists

Topic	Time dedicated to topic in meeting	Recalled 3 days later or not
1	08 min:40 s	✓ 1 ○ 3
2	02 min:40 s	○ 5
3	01 min:50 s	Not recalled
4	01 min:20 s	Not recalled
5	01 min:10 s	Not recalled
6	00 min:15 s	○ 4 ➤ 1 ❖ 1
7	17 min:55 s	○ 8 ➤ 1
8	01 min:30 s	✓ 1
9	02 min:13 s	✓ 1 ○ 1
10	01 min:58 s	Not recalled
11	05 min:40 s	○ 1
12	06 min:10 s	○ 5 ➤ 1 ❖ 1
13	01 min:36 s	Not recalled
14	02 min:28 s	Not recalled
15	00 min:15 s	✓ 2 ○ 3 ➤ 1
16	00 min:25 s	✓ 4
17	00 min:54 s	✓ 6
18	01 min:20 s	✓ 5 ❖ 1
19	02 min:09 s	Not recalled
20	00 min:04 s	Not recalled

✓ Correctly and in great detail.

○ Correctly but without detail.

➤ Slightly deformed in content.

❖ Considerably deformed in content.

(recalled correctly and in great detail by six out of nine, including the four juniors), “the juniors need to report about their progress more regularly” and the related “project charter” (recalled correctly and in great detail by five out of nine including the four juniors; recalled by one senior with considerable deformation in contents). Hardly more than 2 min

of the meeting were actually devoted to these two topics. Eight out of the nine team members globally recalled topic 7, but without any of the details that were discussed at the meeting. The total time devoted to topic 7 at the meeting was 18 min.

Conclusions

The results from the study case presented here highlight some of the implications of the ground clauses for ethical communication by bringing to the fore some typical clause violations characteristic of conversational dominance patterns (e.g. Itakura, 2001). In the example shown here, one of the two most senior members of the group is found to detain the power over “what is said when and by whom”. Such power or conversational dominance is achieved and sustained here by monopolizing speech time and/or by frequently interrupting other team partners. These violations of the ‘balanced speech time’ and ‘tolerance’ clauses often go hand in hand with violation of other clauses, such as the ‘continuity’, ‘openness’, ‘clarity’, or ‘relevance’ clauses, as illustrated by B’s discursive behaviour. The disruptive effect of clause violations in the sequences in which they occur here is brought to the fore. Not only are such violations detrimental to successful communication as defined previously by others (e.g. Clark and Schaefer, 1987; Schegloff, 1982), but they also affect interpersonal relationships at a deeper psychological level by reducing or abolishing mutual trust and by altering individual levels of confidence. In families, such communication patterns were found to lead to victimization and domestic violence (Babcock et al., 1993). In the present case scenario, those who appear to lose out are the junior members of the group, for whom not a single clause violation could be noted because they were simply not given, or did not take, the chance to speak. The same applies to the discursive behaviour of the female senior of the group (C). Apart from being unethical, scenarios where multiple clause violations by a few are more or less tacitly suffered by others jeopardize collaborative team projects (those of the juniors in our case here) and the evolution and progress of a group in a larger and more general sense. In the meeting studied here, the clause violations contribute to reinforcing existing hierarchical patterns.

At the same time, they prevent certain important topics from being discussed openly and effectively and, as a consequence, the meeting is not getting anywhere. The group was given feedback about this analysis several weeks later, and the outcome has triggered a collective reflection. The seniors both claimed to be unaware of the conversational strategies and were impressed with the data and the patterns revealed (Tables II–VI). Senior member B, twice divorced, stated that he was “surprised to be such a bully in the meeting room”. Most of the other group members then spontaneously claimed that they had a strong impression that there was a serious problem with this meeting, but would not have been able to identify the problem as clearly and objectively as the data presented to them.

The primary purpose of the communication contract model is to provide practical guidance for ethical and interpersonal communication in smaller and larger organizations. Whatever the psychological forces that lead to clause violations and unethical communication, by explaining the importance of the ten ground clauses to individuals and by making them aware of what may happen when they are violated, we may hope to strengthen their sense of individual responsibility. What can be made explicit can be traced and analysed, as demonstrated here above. What can be analysed can, in principle, be improved, especially in the organizational world where it is possible to monitor speech situations professionally.

People who know each other very well, like lovers or good friends, may grant each other certain degrees of freedom in handling their communication contracts, and so may business partners who have been working together for a long time, who enjoy equivalent hierarchical status and decisional power, and who are equally aware of what they are doing and why they are doing it. Ultimately, the notion of a communication contract invites us all to step back and ask ourselves whether our own discursive behaviours are as ethical as they could be. In addition, the pragmatic approach presented here provides some diagnostic criteria that could help people in smaller or larger organizations find out where they could try harder to communicate more humanly and more ethically. This could allow them to secure long-term gains which may ultimately be more desirable and beneficial than short-term benefits achieved through unethical strategies.

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