

Union Discourse and Perceived Violation of Contract
A Social Contract-Based Approach
Discours syndical et perception d'une violation de contrat
Une approche par le contrat social
Discurso sindical y percepción de una violación de contrato
Un enfoque según el contrato social

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Article abstract

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Union Discourse and Perceived Violation of Contract

A Social Contract-Based Approach

DOMINIQUE PEYRAT-GUILLARD

This article proposes a study of the violation of contract process through a case study. The study is based on a discourse of the union, SUD Michelin, which is contrasted both with those of another union, the CFE-CGC Michelin and of the senior management of the corporation. The results highlight the possibility of applying Morrison and Robinson's (1997) Psychological Contract Violation model at the social contract level. The emotional reactions appearing in the literature, which are associated with contract violations, can be seen in the union discourse of the SUD. The other union does not perceive any breach of contract. These differences may be attributed to the very nature of social contracts—relational in the first case, and more balanced in the second.

The escalation of cases of breaches and violations of psychological contract is attributable to ongoing restructuring by large corporations. Possible individual responses to these issues are often limited to choosing between resignation and expression. That notwithstanding, we know that the more we invest in a relationship, the more difficult and costly it is to nullify it, from an economic and emotional perspective (Rousseau, 1995: 149). It is our opinion, therefore, that the option to speak (“voice”) makes for an especially interesting study. Unions can be the “voice” through which employees express their dissatisfaction to senior management. It is “political action at its best” (Hirschman, 1970: 16). Unions make their “voice” heard through their discourses which can be contrasted with that of management. In her work, Rousseau (1995) cites many examples of contracts adopted

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from discourses (an anonymous open letter or the annual report of General Electric, for example). In that context, we deemed it appropriate to base our study of perceived breaches of contract on union discourse. We are therefore proposing a social contract-based approach. Actually, we are aware that unions can have a considerable influence on the way an individual interprets his psychological contract (Coyle-Shapiro and Parzefall, 2005). However, intra-organizational influences have received little attention in the literature. We will compare these union discourses with that of the corporation. The literature focuses on the importance of this viewpoint held by the employer and on the role he can play in the interpretation of psychological contracts and the reduction of breaches of contract, via his communications policy (Guest and Conway, 2002). Furthermore, considering that many research studies do not distinguish between violation and breach of contract (Campoy, Castaing and Guerrero, 2005), it would seem that these two concepts need to be examined separately (Charles-Pauvers et al., 2007).

This study will therefore include a case of a perceived violation of contract based on the tracts of two labour organizations within a corporation and the activity report of the same corporation, while focusing on a particular event: a plant closure.

We will first present the different contract types identified in the literature review, the process leading to a perceived breach of contract and the possible responses, before moving on to present the case study and the methodology adopted for this study.

TYPES OF CONTRACTS AND THEIR COHESIVENESS

The psychological contract theory is derived from the social exchange theory and from the norm of reciprocity.

The social exchange theory, based on the works of Homans (1961) and reproduced by Blau (1964), distinguishes between economic exchange and social exchange. The nature of economic exchange is specified, while that of social exchange is not, thus making trust indispensable in this type of exchange. Regularly meeting obligations builds trust in the fact that the other party will reciprocate in the social exchange. The growth of trust occurs over a long period of time, which thereby lends the exchange a continuous and limitless quality. An analogy can be made from the two exchange types (economic and social) and the two contract types (transactional and relational). These two terms—transactional and relational—can be viewed as two extremes of a “contractual continuum” (Rousseau, 1995: 91).

As illustrated in Figure 1, several contract types can be distinguished according to their level (individual/collective) and perspective.

FIGURE 1
Types of Contracts

		<i>Level</i>	
		<i>Individual</i>	<i>Collective</i>
<i>Perspective</i>	<i>Internal</i>	Psychological Individuals' beliefs concerning promises made and accepted, which bind them to another party (employee, client, superior, organization...).	Normative <i>Shared</i> psychological contract which sets in when members of a social group (faith-based...), an organization (army, enterprise, union...) or a work unit (member of a hospital service...) develop a set of common beliefs.
	<i>External</i>	Tacit Meanings a third party (witness, lawyer...) can give to the terms of the contract.	1 2 3 4 Social General beliefs concerning the obligations relating to the culture of society (for example: trust granted to a handshake)

Sources: Rousseau (1995: 9) and Campoy, Castaing and Guerrero (2005: 127).

A psychological contract (1) is individual in nature, and is based on an individual's direct experience. It is thus idiosyncratic (Rousseau, 1995: 10). Normative contracts (2) are structures that bind individuals and give them a common understanding of events (Rousseau, 1995: 8). Tacit contracts (3) depend on external observers, who interpret contracts signed by others. Lastly, social contracts (4) reflect the societal context that allows an understanding of individual psychological contracts (Rousseau, 1995: 204). Rousseau (1995: 8) explains that a social contract is not associated with any particular organization or particular relationship; it is not based on promises, but nevertheless impacts the way in which promises are interpreted (Rousseau, 1995: 14).

The different types of contracts impact each other in many ways. Rousseau emphasizes (1995: 10, 11) that the more individuals share a common psychological contract, the more they can mutually strengthen the perceptions of this contract and use such perceptions as a basis for choosing a code of conduct and perceiving a breach of contract suffered by a colleague. The perception of a breach is "contagious"—it can spread thanks to the organization's communications network (Thompson and Hart, 2006: 236). Any number of contracts can come into play simultaneously during a given organizational event (Rousseau, 1995: 14). The differences spelled out by Edwards and Karau (2007) allow a better understanding of the links between the different contracts. In their opinion, while a psychological contract binds an employee with his current employer, a social contract is a reflection

of the employee's perception of an ideal contract between employers and employees. Thompson and Hart (2006), who identify three contract levels (macro, micro and nano or individual), which appear to correspond to three contract types (social, normative and psychological, respectively) identified by Rousseau (1995), reveal that the influence between these three contract types is double-edged. In a way, psychological contracts are based on universal principles compatible with the perspective of social contracts. Relational obligations in psychological contracts fit in with the principles of loyalty and respect for human dignity typical of social contracts. In another respect, psychological contracts contribute to the creation of normative and social contracts: a social contract can thus be considered to be the result of an accumulation of countless psychological contracts individuals build socially over time (Thompson and Hart, 2006).

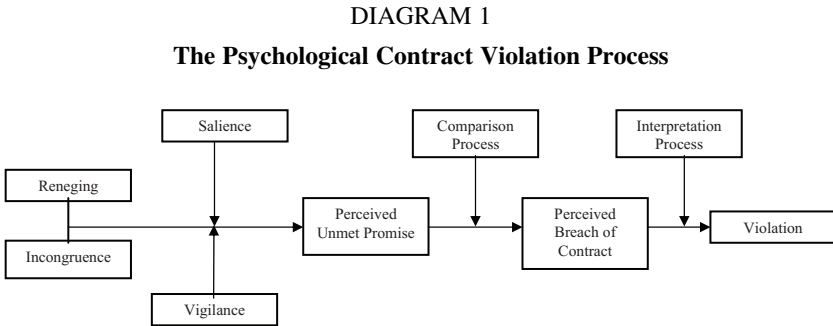
We are proposing a social contract-based approach. Actually, a corporation's union discourse also reflects the more general discourse of the unions present in society. The idealist vision of relations (social contract) is especially conveyed through the union discourse, and may influence the normative contract and the psychological contract. It is therefore our hypothesis that the violation of contract process, examined at the level of psychological contracts, can be applied at the level of social contracts.

THE VIOLATION OF CONTRACT PROCESS

A breach of contract occurs when an employee perceives that the corporation has failed to deliver on one or several obligations that had constituted an earlier promise (Morrison and Robinson, 1997; Robinson and Morrison, 2000). Where these perceptions engender intense emotional reactions, they will then become contract violations. Morrison and Robinson (1997) recommend a violation of contract process at the psychological level, and diagram 1 is an adaptation¹ of that process.

According to diagram 1, a perceived breach of contract may be caused primarily by two things: renegeing and incongruence. Renegeing occurs when an organization does not fulfill its obligations, either because it is unable (for reasons relating to the corporation's performance, for example) or because it is unwilling to do so (for reasons relating to employee's conduct, for example). As for incongruence, it occurs when the organization and the employee do not have the same understanding of the contract (when the promise is implicit, for example). The organization is therefore not always responsible for breaches.

1. The diagram by Morrison and Robinson reveals the sources of the major factors (renegeing, incongruence, salience, vigilance, comparison process and interpretation process).



Source: adapted from Morrison and Robinsom (1997: 232).

These two situations may cause the employee to perceive that a promise was not fulfilled. The perception also depends on two factors: salience and vigilance. The degree to which salience is crucial depends on the scale of the gulf between what was promised and what was received, and on how much the promise is valuable to the employee and how clear it is in his mind. The vigilance demonstrated by the employee in ensuring the fulfillment of promises made to him depends on the uncertainty of his situation, the employment relationship, the trust and the perceived costs of discovering an unfulfilled promise.

The perception that a promise is unfulfilled may trigger a comparison process in which the employee assesses how each party involved in the employment relationship fulfilled their obligations to one another. Where the employee concludes that he has, for his part, fulfilled his obligations and that his contributions were not “compensated” in return, he may then perceive a breach. This comparison process is subjected to cognitive bias and a breach determination threshold. The employee tries to comprehend, to give meaning to this breach in the course of an interpretation process, which may give rise to a perceived violation of contract.

Morrison and Robinsom’s chart ascribes a great deal of prominence to social contracts, even though it is intended to explain the breach process at the level of psychological contracts: the former are indispensable in the interpretation process. In fact, a breach of contract arises not only from a perception of non-fulfillment of a promise by an organization, but also from a perceived non-compliance with the norms of reciprocity and standards of goodwill that govern the relationship (1997: 248). Whether a violation of contract is perceived or not depends, therefore, on the nature of the social contract.

There are many possible responses to a breach of contract.

RESPONSES TO BREACHES OF CONTRACT

Two main responses were studied by Hirschman (1970). The “exit” option involves the withdrawal of employees from a corporation, while “voice”, the second option, involves a direct expression of dissatisfaction to management. The decision to speak out (voice) rather than withdraw (exit) is one method a member of an organization uses in an attempt to change the practices, policies and results of the organization, either by individual or collective means (Hirschman, 1970: 30). Loyalty greatly reduces the likelihood of an “exit” option. An employee committed to the corporation and its values painstakingly protests with a view to improving the situation (voice) rather than remain passively silent (loyalty) or withdraw (exit).

In large corporations, the union is the instrument of collective expression that provides a medium through which employees communicate with senior management (Freeman and Medoff, 1984). Unionized employees are often not satisfied with their jobs. To explain this situation, Freeman and Medoff suggest that unions stress the dissatisfaction of employees in order to ensure a strong bargaining position at the negotiation table. The existing dichotomy of “actual” dissatisfaction and “expressed” dissatisfaction is an accurate reflection of the character of a union institution, which is to provide employees with a medium of expression (Freeman and Medoff, 1984). Notwithstanding the fact that their work concerns industrial relations in the United States, these considerations may parallel the situation in France.

Based on Hirschman’s works, Rousseau presents responses to a violation of contract according to whether they are active or passive, and depending on whether they are constructive or destructive, as illustrated in Figure 2.

A withdrawal (“exit”) is more likely where the contract is transactional (Rousseau, 1995: 135). As a means of expressing dissatisfaction, the research revealed a relationship between speaking up (“voice”) and the willingness to vote² for unions (Rousseau, 1995: 136). Freeman and Medoff (1984) strongly hold that employee dissatisfaction is often the result of an increased desire for unionization. Silence is a form of non-response. Pessimism may result from believing that no credible options exist. However, silence may also indicate loyalty—being optimistic and

2. This refers to a situation in the United States where employees determine by vote for or against the establishment of a union. Where the majority of the employees vote in favour, the union can be established and every employee must become a member of the union. Where the reverse is true, the union cannot be established and, consequently, no employee shall become a member. Voting “can be compared to an individual and spontaneous membership in the French context, where there is no vote, notwithstanding the difficulty of comparison” (Biétry, 2007: 119).

FIGURE 2
Responses to a Breach of Contract

	<i>Constructive</i>	<i>Destructive</i>
<i>Active</i>	Voice	Neglect
<i>Passive</i>	Loyalty/Silence	Exit

Source: Rousseau (1995: 135).

waiting for better conditions (Rousseau, 1995: 138). Neglect is a complex form of response, and may involve default or dereliction of a duty, such as reducing the quality of service offered to clients. It may further involve more destructive or counterproductive behaviour, such as theft or assault (Rousseau, 1995: 138).

We will use the Michelin case to understand how unions make their voices heard.

PRESENTATION OF THE CASE OF MICHELIN

This is a case study involving the world tire giant, Michelin. It is one of those corporations that practises competitive restructuring, “a consideration that was socially unimaginable in the 1970-1980 decade” (Ray, 2006: 254). It is managed by Michel Rollier, former partner and close relation of the Michelin family, who, in late May 2006, succeeded Edouard Michelin as chief executive of the Group, following the death of the latter at sea. In 2006, Michelin manufactured 190 million tires at 69 sites located in 19 countries. France has 16 plants, including that in Clermont-Ferrand where the head office is located. Michelin has about 125,000 employees across all continents. Notwithstanding a difficult competitive environment, all indicators are positive. It pursues an aggressive approach: “We are involved in a speed race; it’s my duty to ensure Michelin comes out the victor.”³ Its financial results are very positive: In 2007, Michelin’s profits rose by 35.3%.⁴ The corporation promotes 5 values: respect for clients; respect for persons; respect for shareholders; respect for the environment; respect for truth. “Respect for persons” indicates that Michelin “does not consider

3. “Michel Rollier, à fond la gomme,” a portrait in *Le Monde*, June 1, 2007.

4. *Le Monde*, February 15, 2008.

people as resources, hence the absence of a Human Resource Department at Michelin; instead, we have a personnel service. We are interested in individuals for their personal attributes, in a long-term perspective. We are looking for personalities and potentials, rarely for any particular skill to fill a given vacancy,” explained Jean Moreau, Director of the Group’s Personnel Service, in an interview reproduced on the company’s site.

The five confederations of trade unions (CGT, CFDT, FO, CFTC and CFE-CGC) have all established a presence in the company. The criteria for determining the representativeness of unions in France have not changed since 1945. These were upheld by the 1966 order that approved the list of five unions having an “irrefutable presumption” of representativeness, also known as *de facto* recognition, irrespective of the union’s influence in the corporation or branch. In February 2008, employing organizations and confederations of trade unions began negotiations on representativeness, social dialogue reforms and the financing of trade unions, in an attempt to modify these laws which date all the way back to the post-war period. France, with one of the lowest unionization rates in Europe, at 8% (less than 5% in the private sector), has experienced many upheavals in its trade union landscape. The clash between dissenting unions (CGT, FO) and reformist unions (CFDT, CFTC, CFE-CGC) is currently rocking the confederations: their positions are changing and the divisions are affecting them. Many large corporations have in recent years seen the establishment of the SUD union (Solidarian, Unitary and Democratic), a new autonomous union that is part of the dissenting trend on the French trade union landscape. This union is not a legal representative, and must therefore prove its representational power in every firm in which it intends to set up shop. We will recall, from a historical perspective, that the very first SUD union, SUD-PTT, was created in 1988 following a dissent caused by the CFDT. Other SUD unions subsequently mushroomed in other public sectors and in some large corporations, such as Michelin.

The SUD Michelin union was created in January 2001. Currently the second biggest union organization in the Michelin *Manufacture*,⁵ it can represent employees at all institutional levels (Works Council, Central Works Council, Group Works Council and European Works Council). On its site, SUD Michelin asserts that it was created “to accommodate the request of employees for another form of unionism, one that says No both to moderate views and to fatalism, without imitating diehards who will say No to everything.” This discourse thus seems to simultaneously criticize traditional unions that enjoy legal representativeness, specifically

5. Representativeness of union organizations at the Manufacture level in June 2005: CGT: 35.95%; SUD: 22.21%; CFDT: 17.84%; CGC: 14.59%; FO: 5.40%; CFTC: 2.41%; SAM/UNSA: 1.60%.

the CFDT, which is understandable from a historical perspective, and to repair the “inflexible” reputation of the SUD union.

METHODOLOGY

We chose to study the discourses of two trade union organizations with opposing positions: SUD Michelin and CFE-CGC Michelin. We accessed their discourses by downloading the tracts of both unions from their respective Internet sites.⁶ All tracts put out in 2005, 2006 and early 2007 were available in PDF format; in all we got 45 tracts for SUD Michelin and 10 for CFE-CGC.⁷ Furthermore, in a bid to obtain the corporation’s discourse during that same time period, we downloaded the report “MICHELIN 2005-2006 Performance and Responsibilities” through the Internet. This report is structured in accordance with the corporation’s values. We retained only the section of the report dealing with the “respect for persons”, which came up to 16 pages.

In order to produce our documentary analysis, we used computer-based tools which, in recent years, have been used in the development of discourse analysis, specifically, the WordMapper textual data⁸ analysis software. The software, which is used for text mining, allows a thorough study of texts analyzed.

After initially isolating the most common words used as well as words reflecting emotional reactions in the corpus, we carried out a bottom-up hierarchical clustering on the entire corpus in order to reveal the main themes and sub-themes. We used multivariate breakdowns and chi-square distributions per cell to analyze discourse differences based on sources.

RESULTS

A Plant Shutdown Perceived as a Violation of Contract by SUD Michelin

All the tracts of the two union organizations and the company’s activity report, a total of 56 documents, were imported into WordMapper in order to

6. All the tracts were downloaded from the Internet site of Sud Michelin. However, only tracts for 2007 were available for download from CFE-CGC Michelin’s site. We therefore contacted the union, and they agreed to send us 2005-2006 tracts. We are grateful to them for this.

7. The Sud Michelin tracts average two pages each, while those of CFE-CGC Michelin average four pages, and sometimes eight.

8. In order to explain textual statistics, we may refer to Gauzente and Peyrat-Guillard (2007) and to Lebart and Salem (1988).

allow the creation of brackets separating the texts of the different documents. The content of the brackets was later converted to Word in order to create useful variables for analyses (document source, year, and month), and the text quality was verified.

Any WordMapper analysis must begin with the creation of meaningful words, and during that phase, empty words, such as articles, are eliminated. We did not change the default options of the software (minimum occurrence of 3, minimum number of letters, 3). On the whole, we retained 1500 meaningful words. The list of all meaningful words can, nevertheless, be consulted, regardless of whether they occur less than 3 times. Words reduced to their root (lemmatized), the most frequent in the corpus, have been reproduced in Table 1.

TABLE 1

Words Appearing most Frequently in the Corpus, in Descending Order

<i>Lemmatized Word</i>	<i>Frequency of Occurrence in the Corpus</i>
Employee(s)	442
Michelin	348
Corporation(s)	330
Work	242
SUD	236
Social	130
Staff	129
Place(s)	128
Management	127
Organization(s)	116
Wage	111
Union	108
Poitiers	106

The discourse focuses attention on the *employees* of *Michelin Corporation*. Noting the high frequency of *Poitiers*, we decided specifically to examine the history of this plant's shutdown.

We can also isolate words with a low frequency rate or which are simply hapax (words occurring just once), but which reveal emotional reactions which are crucial within the framework of this study (see Table 2).

The semantic field of each of these words was studied. The word "hate," for instance, used only in SUD Michelin tracts, repeatedly refers to the closure of the Poitiers plant. The Poitiers plant is an important theme, which forms a specific cluster (bottom-up hierarchical clustering). A systematic study of the semantic fields of words reflecting emotional reactions showed that substantially all words featured in Table 2 and used in SUD tracts refer

TABLE 2
Words Describing Emotional Reactions, in Descending Order of Occurrence

<i>Lemmatized Word</i>	<i>Frequency of Occurrence in the Corpus</i>	<i>CFE-CGC Tracts</i>	<i>Corporate Report</i>	<i>SUD Tracts</i>
Worrisome, worried, worry, worries	22	2	0	20
Anger	9	1	0	8
Hate	3	0	0	3
Bitterness	3	1	0	2
Anxiety	2	0	0	2
Revolt, revolting	2	0	0	2
Betrayal	2	0	0	2
Confusion	1	0	0	1

to the Michelin Poitiers plant. However, a few occurrences in CFE-CGC tracts do not refer to the Poitiers plant, but rather, to national problems. The usage context of these words is thus absolutely different. To clearly understand the evolution of the Poitiers site, we have prepared a summary table (see Table 3).

TABLE 3
Chronology of Activities at the Michelin Plant in Poitiers (Vienne, France)

<i>Date</i>	<i>Event</i>
1995	Production capacity development project: Burning service works 7 days a week non-stop
1998	Establishment of weekend teams working 10 consecutive hours. Average monthly staff: 900 employees
2001	The site wins the European heavy-duty plant "Safety Challenge" (lowest rate of workplace injuries).
June 2002	The plant celebrates "30 years of innovation".
2002	Plant with the lowest percentage of "materials loss" (waste) in the world.
10 June 2003	Management announces the transfer of 25 tire production machines to the Joué-lès-Tours (Indre-et-Loire) site.
April 2004 – January 2005	Departure of a dozen additional manufacturing machines to the Joué-lès-Tours site. The dismantling of the machines was accompanied by the stoppage of about thirty production tools made available to the heavy-duty tire production plants in the group. Staff: 500 employees. Over 80% of the employees are between the ages of 45 and 60. 25 to over 33 years of seniority, in production positions for the most part.

TABLE 3 (*continued*)

<i>Date</i>	<i>Event</i>
11 February 2005	Strike and gathering in front of the plant in Poitiers in response to a call by SUD and CGT unions.
22 June 2005	The management of Michelin in Poitiers announce to all the employees that the manufacture of heavy-duty tires at the site in Poitiers will be halted no later than June 30, 2006. Possibility of transfer to Tours and the other sites of the group. Establishment of mass transportation between Poitiers and Tours. Retirement at 55 instead of 57, within the framework of a work stoppage agreement without specific conditions. Staff: 480 employees, 300 of whom are not affected by the age limit measures.
30 June 2005	The project to dismantle Poitiers is presented to the Central Works Council. Considering the threats on several sites in France, elected representatives decide to implement the whistleblower right under the labour code. SUD, CGT and FO elected representatives voted for the whistleblower right (16 votes). CFDT and CFE-CGC abstained (5 votes). Management referred the matter to court, challenging the whistleblower right.
6 July 2005	Strike and gathering in front of the Poitiers plant
29 July 2005	Extraordinary meeting of Central Works Council: 130 questions submitted by a consultancy firm. Only a few answers are provided. Elected representatives maintain the whistleblower right.
5 August 2005	Extraordinary information meeting of the Works Council of Poitiers. SUD and CGT are the two labour organizations elected to this council.
5 September 2005	Extraordinary consultation meeting of the Works Council: Management did not respect the maximum duration between the meetings of 5 August and of 5 September, as provided under the labour code. The procedure is annulled and restarted from scratch.
16 September 2005	New information meeting of elected representatives who vote a resolution for consultation on the restructuring of Poitiers.
7 October 2005	The consultant presents his report to Poitiers executives. He condemns the inadequacy of measures accompanying social plan and the needless shutdown of the plant. SUD executives request that negotiations be started.
10 October 2005	During an ordinary meeting of the Works Council, elected SUD representatives, followed by those of CGT, reiterate their request for negotiations. Management refuses.
11 October 2005	Employees go on strike and shut down the plant. They demand a schedule for negotiation meetings aimed at improving severance plan accompanying measures.
12 October 2005	Tougher action. The local newspaper carries the following headline: "Michelin has burned the Bib*?". The employees do not yield.

TABLE 3 (*continued*)

<i>Date</i>	<i>Event</i>
13 October 2005	The local newspaper again carries the following headline: “Angry tire on fire at the plant entrance”. A mediator is designated.
14 October 2005	Meeting of management, unions and an employee delegation. Management refuses to negotiate under pressure from striking workers. The latter agree to return to work. The labour organizations make proposals to improve retirement conditions and ask for an additional bonus of 1500 euros per year of seniority at the time of retirement.
17 October 2005	Management rejects the essential demands of the unions.
18 October 2005	The employees continue with their action.
19 October 2005	Management refers the matter to court, and the court orders that every activity likely to generate risk within the establishment be stopped, and stipulates a possible fine of 200 euros for any breach registered.
27 October 2005	Strike and gathering in front of the prefecture in Poitiers
January 2006	Michelin continues the implementation of its severance plan.
16 February 2006	Last day of work for the 111 employees who have been laid off.
17 January 2007	Ruling by the industrial tribunal, which rejects the claims of the 82 employees who contested their lay-off for economic reasons. 80 of them decided to pursue Michelin by referring the matter to the Poitiers Court of Appeal.

* Bib: refers to Michelin’s mascot, “Bibendum.”

A comprehensive study of SUD Michelin tracts reveals a perceived violation of contract. Below is an analysis we carried out based on extracts from those tracts.⁹

The SUD union seems to have a “relational” social contract based on job security: “Michelin must use part of the benefits of the Group to increase production capacity in Poitiers, and thus ensure job security in the basin”¹⁰ (Tract No. 16, SUD – 5 July 05). However, the earlier distinction made between a relational contract and a transactional contract impacts the probability of perceiving a breach of contract and the type of response provided (Morrison and Robinson, 1997: 229). The literature underscores that it is less likely to perceive a breach in a relational contract, but in the case of a perceived breach in a relational contract, the breach experienced would be harsher (Rousseau, 1995; Morrison and Robinson, 1997, Dabos and Rousseau, 2004). The nature of the contract will therefore force the

9. Words relating to emotional reactions are written in bold type.

10. Catchment area bringing together many related industries.

SUD union to go through all the stages leading it to perceive a severe violation.

First and foremost, SUD perceives the company is in default (“reneging”), not because the company is unable to honour its promises, which would reduce the possibility of perceiving a breach, but because it does not want it: “Michelin has decided to reduce production capacity in Poitiers by 50% whereas the demand for heavy vehicle tires is spiralling and Michelin cannot satisfy customer orders even though its heavy vehicle factories in Europe are in full operation” (Tract No. 2, SUD – 31 January 05). The cost of this default (which could be detrimental or even destructive to the relationship) is considerable given the relational character of the social contract (Morrison and Robinson, 1997: 234).

Notwithstanding the fact that the social contract is relational, the SUD union is extremely vigilant, which is understandable, following the transfer of machines which began in June 2003: the uncertainty of the employees explains the emotional reactions evoked: “500 workers very **anxious!**” (Tract No. 2, SUD – 31 January 05) and, in the same tract, “500 workers very **worried**”. This uncertainty can only increase the vigilance, which is usually lower in relational contracts (Morrison and Robinson, 1997: 238) : “With the marked expansion of Michelin factories in Eastern European countries, workers are under no illusions as to where their 30 production machines are moving next” (Tract No. 2, SUD – 31 January 05).

These factors led the SUD union to perceive that management had not fulfilled its promises. An unfulfilled promise does not always lead to a perceived breach of contract. In fact, the relationship between a promise not being fulfilled and a breach of contract depends on the process of comparison between the benefits and the contributions promised and provided either way. Promises are crucial in this comparison process and thus enable us to distinguish it from the perceived injustice in Adam’s theory of equity. Here, the SUD union clearly harnesses the comparison process, and although the discrepancy tolerance threshold is higher in relational contracts (Morrison and Robinson, 1997: 239 to 242), the extent of the perceived discrepancy is such that it leads the trade union to perceive a breach: “The Poitiers workers have called upon our labour union concerning Corporate Profit Sharing for the years 2005 to 2007 in order to prove that they could for the umpteenth time meet the growth expectations required by their company. **WOMBAT!!!**” [written in underlined bold type in this tract] (Tract No. 15, SUD – 28 June 05)

The breach interpretation process will lead to a perception of a violation of contract, associated in the literature with disappointment, frustration, anger and resentment (Morrison and Robinson, 1997: 242). The violation, in this case, is extremely serious, considering the nature of the contract: “Michelin

Poitiers. **Hate** in the wake of **anger**". "**HATE**...[in bold in the tract] It is in this state of mind that we find almost all the Michelin workers, since the June 22, 2005 statement from the director of the Poitiers and Tours sites, in which he informed employees that the manufacture of heavy-duty tires would be halted in the Poitiers plant" . "Their **hate** towards **this** company is **justified**. Through its representatives (all the executives of the plant's management), the company has, since June 10, 2003, deceived the personnel by making them believe that the Poitevine plant could be economically viable if its supply met client demands and if employees excelled in key areas such as quality assurance, productivity and safety." (Tract No. 15, SUD – 28 June 05)

Note that in referring to Michelin as "this" company, the union emotionally detaches itself from the former, whereas the preceding tracts always mentioned the company's name in referring to it.

Interpreting a breach as a violation is connected to a very negative assessment of the consequences: Michelin "Ultimately condemns close to 500 workers and their families" (Tract No 16 SUD - 5 July 05). It also depends on the liability clearly attributed to the company: "Michelin does not care about its workers and their working conditions. This is evident in the Poitiers plant cited as an example for its performance, but in spite of that, the workers will be sacrificed for mere financial strategies" (Tract No 18 SUD – 23 August 2005); and regarding the feeling that the workers were unjustly treated: "**Poitiers, an exemplary plant**" [in bold in the tract] (Tract No. 16, SUD – 5 July 05). The relational aspects of the social contract advanced by the corporation, which talks of "respect for persons" emphasizes the perception of a violation: "Michelin's **disregard angers** Poitiers workers" (Tract No. 21, SUD – 21 October 05). In fact, the feeling of anger and betrayal is heightened when an organization has espoused values such as concern for employees (Morrison and Robinson, 1997: 246 and 247): "a feeling of **bitterness, betrayal** since June 2003 towards the senior management of a company that is more concerned with its financial performance than with the future of its workers" (Tract No. 28, SUD – 17 February 2006).

It is particularly interesting to compare the discourse of SUD Michelin with those of CFE-CGC Michelin and the company's senior management.

What Do CFE-CGC and Management Have to Say on the Shutdown of the Plant in Poitiers?

A survey of positive specificities (overused words) and negative specificities (underused words) reveals the difference between the three discourses (frequency with Chi-square per cell, see Table 4).

TABLE 4
**Positive and Negative Specificities of the Three Discourses –
 Frequency and Significance of Chi-square per Cell**

<i>Meaningful Term</i>	<i>CFE-CGC Michelin Tracts</i>	<i>Michelin Report</i>	<i>SUD Michelin Tracts</i>
Agreement	+++ [65]	-- [2]	--- [38]
Strike	0	0	+++ [32]
Striking workers	0	0	++ [9]
Lay-offs	- [4]	1	++ [23]
Lay off	0	0	++ [10]
Laid offs workers	0	0	+++ [13]
Demonstration	-- [1]	0	+++ [17]
Negotiations	+++ [47]	0	--- [32]
Negotiate	+++ [13]	0	--- [4]
Poitiers	--- [10]	- [4]	+++ [92]
Profits	0	0	+++ [17]
Plant	--- [8]	6	+++ [85]

+ or - : $p < 10\%$; ++ or -- : $p < 5\%$; +++ or --- : $p < 1\%$

These specificities reveal that the discourse reflects the positions of the two confederations. Their viewpoints on the shutdown of the Poitiers plant therefore largely depends on their situation on the French trade union landscape. The words overused by the CFE-CGC union reflect a reformist unionism while those overused by SUD reflect a dissenting unionism. These findings are very much in line with those already obtained from the corpus of trade union discourses (Hetzl et al., 1998). It is therefore not surprising that they have divergent views on the closure. The CFE-CGC talks about the plant in Poitiers in six of ten tracts¹¹ released over the period.

CFE-CGC's social contract appears to be less relational, and more balanced in terms of its position within the continuum mentioned by Rousseau (1995: 92). In reality, the very principle of a plant closure is accepted: "We should not allow the corporation to commit the same errors: We are asking it to bring social partners aboard in planning and negotiating possible site closures: Poitiers..." (Tract No. 1, CFE-CGC – January 05), the aim was to preserve what could be preserved: "**Michelin's social dimension also depends on the maximum safeguard of jobs in its historic sites**" (Tract No. 6, CFE-CGC – January 06).

11. We maintained the bold type as they appear in the tracts.

CFE-CGC perceives renegeing but does not attribute it simply to the company's management and recognizes the pressure from shareholders.

"The shareholder's argument seriously affected the location of industries and jobs in spite of the measures taken" (Tract No. 6, CFE-CGC – January 06).

CFE-CGC particularly cited the lack of transparency: "**We do not find any industrial policy of the Group in France, if at all one does exist.** We are learning about restructurings as they are prepared" (Tract No. 6, CFE-CGC – January 06).

It is particularly interesting to note that CFE-CGC doubts the perception of a promise to continue activities in June 2003, a promise in which SUD believes, or appears to believe, in order to better expose Management. It is also a way to highlight the responsibility of the other labour organizations who did not wish to negotiate: "**We are calling on the various parties to embark on dialogue, to allow for work upfront on these projects, for who would believe today that the decision to stop production was taken only in 2005, and not in 2003** when an agreement was signed to downsize the staff?" (Tract No. 4, CFE-CGC – September 05).

Given the nature of the social contract, CFE-CGC can only see an unfulfilled promise: "**The company cannot simultaneously engage in staff and skills management planning and then announce restructuring a few months ahead**" (Tract No. 7, CFE-CGC – March 06), analyzed as a failure: "Poitiers: Failure" (Tract No. 7, CFE-CGC – March 06). There is no perception of a breach of the social contract.

Michelin's Management emphasizes its efforts deployed to help in the restructuring: "Where industrial restructuring is inevitable, we systematically deploy the necessary means to resolve issues relating to people's professional futures. There are ready solutions for all the employees within the Group or personalized support where outsourcing is preferred or becomes inevitable." (2005-2006 Report, p. 2 of "Respect for persons").

It will be noted that this is the same discourse that was made recently about the Kléber plant in Toul, which should shut down in 2009.¹²

The company's discourse confirms the fact that the proposed social contract comprises one relational dimension: the organization offers training and career development opportunities (Dulac, 2005). It reserves a column in its report (p. 3) to "human development" and indicates that results pertaining

12. Kléber is an affiliate of Michelin. During the February 2008 conflict, two executives were held by employees. In an interview with *La Tribune* on 18 February, the Manager of Michelin, Michel Rollier, dwelled on the conditions of employee reclassification and affirmed that the enterprise would not be shutting down other plants in France.

to the departure rate and seniority reflect the “loyalty of the Company’s employees” (p. 5 of the report).

The section of the report, “Human respect”, ends with an inset (“Poitiers, a responsible reorganization”, whose contents are summarized as follows: “Michelin is committed to finding appropriate solutions for each of its 482 employees who work in the plant in Poitiers whose heavy-duty tire manufacturing activity came to a halt in 2006. At the end of 2006, 178 people agreed to be moved to another site of the Group; 60 work in the Michelin logistics center in Poitiers, 129 went on retirement, 4 resigned to set up their own businesses, 111 rejected all proposals for transfer, and were laid off. The personnel service has established an Espace Emploi (Job Forum) to reclassify these 111 people. A follow-up committee comprising representatives of Management and of the staff of the establishment, the Departmental Directorate of Labour, the ANPE and the ASSEDIC and a specialized firm met every month to ensure the smooth operation of the reclassification. At the end of 2006, a solution was found for 75 of them (open-ended contract, fixed-term contract, long-term training, etc.). At the same time, Michelin Development embarked on reindustrializing the Poitiers basin by creating 600 new jobs within three years, thanks primarily to the construction of a multifunctional platform on the site. At the end of 2006, 157 jobs had already been created.” (2005-2006 Report, p. 16 of “Respect for persons”). This is proof that company managers rarely admit to purposeful renegeing (Morrison and Robinson, 1997: 244).

DISCUSSION

This analysis shows that the perception of a breach of contract depends on the social contract. To that end, it is interesting to note that SUD Michelin, together with CGT and FO in July 2006, opposed the implementation of the “social relations” agreement signed by CFDT and CFE-CGC, because according to SUD “in the preamble to the accord, the statement that ‘each party in their role must take into account the economic reality’ clashes with the trade union principles that we defend, and which are first and foremost in the material and moral interest of the employees.”

Rousseau in her book (1995: 124) presents the differences in the management of two plant closures, one belonging to General Motors, and the other to Ford. Relations with trade unions are described as “conflicting” for GM and “cooperative, participatory” for Ford. Unlike Ford which, six months earlier, had announced that it was finally shutting down its plant, GM did not set a date, leading the “employees to believe that the shutdown was temporary”. Then 13 months later, it announced a final shutdown. The shutdown process was handled by GM’s management alone, whereas with

Ford, the unions were involved; this made it possible to take accompanying measures not only after, but also before, the closure. The author stressed that cooperation during the closure of the Ford plant gave room to dialogue (“voice”) in order to formulate accompanying programs that meet the needs of the employees. This option was not considered during the closure of the GM plant. It would appear that in the case of Michelin which we have analyzed, Management, perhaps because of conflicting relations with the majority unions, did not announce clearly enough in June 2003 that it would shut down Poitiers; and this might explain why CFE-CGC regrets not having had the chance to say something which could have helped improve the reclassification proposals. The ambiguous position of Management and the provisions of the social contract brought by SUD Michelin left this organization completely outraged. This new actor in the union landscape upset the standards by “developing new conditions for collective action based on victimization, direct action, mediatisation and local and international intervention” (Biétry, 2007: 125). It would be interesting to study how these statements influenced the views of the employees to better understand, from a theoretical viewpoint, the impacts the social contract and the normative contract have on the perception of breach and violation of psychological contracts. The psychological contract can be affected by the social environment (Ho, 2005). We have not been able to gather the viewpoints of the employees, who should have been interviewed during the shutdown or a shortly thereafter. This viewpoint is indispensable for the study of the psychological contract, and therein lies one of the limits of this research.

In spite of this limit, the main aim of this exercise seems to be to show the possible transposition from the Morrison and Robinson model, designed to explain the process of violating the psychological contract, to the level of the social contract. From a more practical point of view, one can only underscore how destructive a discourse portraying the word “hate” can be to the image of a company. Ray (2006: 259) recalled that “Carrying out socially responsible restructuring in our society, where reputation is so important, is also a competitive advantage in terms of the image of the groups concerned”. We shall not pass any judgment, within the framework of this research, on whether or not the restructuring of the Michelin Poitiers site is socially responsible. However, we can draw attention to the glaring disparities between the discourses of the various players. Permanent restructuring is held up today as a management model (Supiot, 2006). This author would want to recall here, by way of a bitter joke common among employees of major enterprises, that “when the enterprise makes huge gains, we will be sold; when it registers losses we will be liquidated; and when it operates normally, we will be restructured” (Supiot, 2006: 264). To conclude, it should be recalled that several studies (Andersson, 1996;

Johnson and O'Leary-Kelly, 2003) report an association between a breach of a psychological contract and the cynicism of employees, and that the company management can intervene to reduce the perception of breach (Morrison and Robinson, 1997: 251).

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RÉSUMÉ

Discours syndical et perception d'une violation de contrat : une approche par le contrat social

La relation d'emploi est affectée par les politiques de gestion des ressources humaines des grandes entreprises qui, en conduisant des restructurations, multiplient les cas de rupture et de violation du contrat

psychologique. On peut en fait distinguer quatre types de contrat qui sont présentés. Le contrat psychologique se situe au niveau individuel. Il repose sur l'expérience directe de l'individu. Il est donc idiosyncrasique. Le contrat normatif relie les individus et leur donne une compréhension commune des événements. Le contrat tacite fait référence aux observateurs extérieurs qui interprètent les contrats que d'autres ont conclu. Enfin, le contrat social représente le contexte sociétal qui permet de comprendre les contrats psychologiques individuels. Les influences entre ces différents types de contrat sont multiples. Les contrats psychologiques sont enracinés dans des principes universels compatibles avec la perspective du contrat social tandis que les contrats psychologiques contribuent à construire le contrat normatif et le contrat social. En étudiant le discours syndical, nous proposons une approche par le contrat social. En effet, le discours du syndicat d'une entreprise est aussi le reflet du discours plus général des syndicats dans la société. La vision idéalisée des relations (contrat social) est véhiculée notamment par le discours syndical et peut avoir une influence sur le contrat normatif et le contrat psychologique. La nature de ces contrats peut être transactionnelle (fondée sur l'échange économique) ou relationnelle (échange social). La nature de l'échange économique est spécifiée, tandis que celle de l'échange social ne l'est pas, ce qui confère un rôle important à la confiance dans ce dernier type d'échange, sachant que les deux termes transactionnel et relationnel peuvent être considérés comme aux deux extrémités d'un continuum contractuel.

Nous faisons l'hypothèse que le processus de violation de contrat, qui a été étudié au niveau du contrat psychologique, peut être transposé au niveau du contrat social. Ce processus, qui permet de distinguer la rupture de la violation de contrat, est présenté. La rupture du contrat intervient lorsqu'un employé perçoit que l'organisation a échoué dans l'accomplissement d'une ou de plusieurs obligations qui avaient fait l'objet d'une promesse préalable. Lorsque ces perceptions entraînent des réactions émotionnelles intenses, on parlera de violation de contrat. À partir des travaux sur les syndicats, les quatre réponses possibles à une violation de contrat sont examinées. L'option « exit » consiste pour les membres d'une organisation à la quitter, tandis que l'option « voice » se traduit par l'expression de l'insatisfaction directement auprès de la direction. Le silence est une forme de non-réponse. Il peut impliquer le pessimisme, le fait de croire qu'il n'y a pas d'alternatives crédibles. Mais le silence peut aussi être l'expression de la loyauté, « loyalty », le fait d'être optimiste et d'attendre que les conditions s'améliorent. Le manquement ou le désintérêt, « neglect », est une forme de réponse complexe. Elle peut inclure le fait de manquer à ses devoirs ou même correspondre à des comportements contreproductifs.

La partie empirique repose sur l'analyse du cas de l'entreprise Michelin, géant mondial du pneumatique. L'analyse est fondée sur le discours du

syndicat SUD-Michelin, organisation qui s'inscrit dans la mouvance contestataire du paysage syndical français. Ce discours est mis en parallèle à la fois avec le discours d'un autre syndicat, la CFE-CGC Michelin, qui a un positionnement très éloigné, réformiste, et avec celui de la direction de cette entreprise. L'analyse documentaire porte sur l'ensemble des tracts diffusés en 2005, 2006 et au début de l'année 2007 par ces deux centrales syndicales, ainsi que sur un rapport d'activité de l'entreprise couvrant la même période. L'analyse statistique des données textuelles, à l'aide du logiciel WordMapper, a été utilisée en appui pour opérer une fouille approfondie des documents. Cette méthode a permis d'identifier les différents thèmes et sous-thèmes présents dans les documents analysés et a conduit à une focalisation sur un événement particulièrement important dans le discours du syndicat SUD : la restructuration de l'usine Michelin de Poitiers (France, département de la Vienne). Cet outil d'analyse textuelle a également permis la recherche des mots « signifiants », reflétant des réactions émotionnelles. Le champ sémantique de ces mots, qui renvoyait presque toujours à l'usine de Poitiers, a permis de mettre au jour des éléments relevant du processus de comparaison et du processus d'interprétation de la rupture puis de la violation du contrat. L'étude approfondie des tracts de SUD-Michelin fait apparaître une perception de violation de contrat qui est présentée en prenant appui sur des extraits de tracts. L'analyse intègre la chronologie des événements et permet ainsi de faire apparaître la progressivité du processus de rupture du contrat. Les résultats soulignent la transposition possible du modèle de violation du contrat psychologique de Morrison et Robinson (1997) au niveau du contrat social. La violation de contrat n'est pas perçue par le syndicat CFE-CGC qui tient un discours plus proche de celui de la direction, conforme à son positionnement réformiste dans le paysage syndical français et aux résultats obtenus sur des corpus de discours syndicaux. Ces différences peuvent être expliquées par la nature du contrat social. Le contrat social du syndicat SUD-Michelin est relationnel, centré sur la sécurité de l'emploi. Le contrat social de la CFE-CGC semble moins relationnel, plus équilibré. Les spécificités positives (mots sur-employés) et les spécificités négatives (mots sous-employés) montrent que les différences de discours entre les syndicats au niveau de l'entreprise reflètent plus largement leurs différences de discours au niveau national. Ces éléments mettent en évidence le fait que le discours dépend du contrat social et peut contribuer à construire un contrat normatif qui pourra avoir une influence sur le contrat psychologique.