

Promise-keeping: A Low Priority in a Hierarchy of Workplace Values

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ABSTRACT. Using a sample of over 700 business people and students, this study tested the premise of promise-keeping as a core ethical value in the work place.

The exercise consisted of in-basket planning for layoffs within an organization. Only one of the five employees within the group had been given an express commitment/promise of continued employment for a two year period. The layoffs were being considered six months after the two year promise had been made. All five employees were performing their jobs adequately, and each had either personal or work attributes representing competing values that would have made it difficult to choose among them.

Clearly, promise-keeping does not matter most in the workplace: subjects overwhelmingly ignored their promises even when legally bound to keep them. Further, promise-keeping consistently was found to rank last in a hierarchy of workplace values. The legal system was suggested as a viable mechanism for encouraging promise-keeping in the workplace.

Although the possibility of legal sanctions increased the frequency with which promises were kept, overall fewer than one-third (30%) of the subjects kept their word. Of those respondents who expressly were told that the promise was legally enforceable, the number who stated that they would keep their promise increased to 57%.

The ethic of "promise-keeping" is highly regarded by those who promote the core ethical values of business in both the academic and the popular press. In his landmark treatise reflecting his three decade quest to describe a universal system of ethics, *Morality: Its Nature and Justification*, Gert (1998) identified promise-keeping as one of the ten universal moral rules of any society. As he explained, "The practice of promising, contrary to some philosophical analyses, need not involve any societal conventions. In any society where people have the ability to express their intentions, they have the ability to make promises. Although most societies have evolved verbal (*and legal*) formulas that help to distinguish promises from other statements of intentions, these formulas are not necessary" (Gert, 1998, p. 190; emphasis added). Philosophers continue to debate the scope and permissible limits of promise-keeping in academic journals. Atiyah (1981), for example, urges a contract (or "reliance") based theory of promises, while Raz (1977) suggests that a communicated promise creates a valid moral obligation. Fox and DeMarco (1993) have written that the act of making an unconditional promise is itself morally problematic.

In the business press, promise-keeping is included in the list of six ethical principles that drive Levi Strauss & Company's ethics program

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(Haas, 1997) as well as in the top ten list of values espoused by business ethicist Michael Josephson (1988). The economist Robert Frank (1988) explains promise-keeping as a concept based on the habits of civility and commitment that becomes automatic. A literature review of the topic of promise-keeping would lead the reader to the conclusion that its status as a core business value is assured.

Yet the reality does not seem to justify this conclusion. For example, a 1992 survey of over 6 000 high school and college students revealed that only a bare majority (54%) of our youth accept the basic values of honesty and trustworthiness as "essential" values (Washington Post, 1992). The survey, conducted by the Josephson Institute of Ethics, found that honesty ranked sixth among high schoolers' list of priorities, behind both "getting a high paying job" and "being respected for your integrity." Clearly promise-keeping for these young people is not the core ethical value described in the literature. Where, then, does it fall in a hierarchy of workplace values? As we prepare for the 21st century, what are the implications of these findings for our society in general, and for business ethics in particular? The fundamental precept undergirding the institution of business contracts is that parties will honor them. When "a man's word is his bond" is rejected as an essential value by almost half of our young adults, then the Golden Rule's admonition to "do unto others as you would have others do unto you" is a hollow phrase indeed. Can a business afford to build its core values on expecting honesty and trustworthiness from others when one half of its potential employees, suppliers, and customers do not subscribe to those values? What values take precedence over promise-keeping in the workplace – i.e., where does promise-keeping rank in a business hierarchy of values?

Because most domestic businesses operate within well established parameters ("custom of the trade"), managers need a workable framework within which to analyze the dilemmas that commonly arise as well as a compass to guide their behavior. It is suggested here that the U.S. legal system provides a workable framework and compass. The purposes of this study are to

determine (a) what role legal positivism plays in encouraging managers to keep their promises, (b) what individual differences, if any, influence the extent to which people keep their promises in the workplace, and (c) where promise-keeping falls in a hierarchy of workplace values. The term "legal positivism" refers to a rule imposed by a political body and enforced via sanctions that are imposed if the rule is broken (Fisher, 1990). The primary rule impacting the ethic of promise-keeping is the law of contracts. Although the U.S. legal system relies heavily on the common law heritage, it is noted that the European based "code" law systems have accepted the same general precepts of contract law based on promise-keeping values. The article first will explore the legal, philosophical, and psychological foundations of promise-keeping, then consider relevant individual differences, and finally describe the study used to test the research questions.

Theoretical foundations of promise-keeping

Legal foundations of promise-keeping

Promise-keeping is firmly embedded within the common law of contracts. According to the British philosopher Thomas Hobbes, one of the fundamental natural laws is the requirement that people perform their contractual obligations as a precondition of a stable community. Atiyah (1981) points out that by 1800, law courts had developed the modern view that promises *per se* were both morally and legally binding. The eminent philosopher Gert includes the maxim of "obey the law" as one of the ten justified general rules of a society's moral system. He explains its import as follows: "Adopting the moral attitude toward the rule 'Obey the law' only commits one to holding that, unless an impartial rational person can publicly allow the law to be ignored or broken, one should obey it" (Gert, 1998, p. 202). Gert's insistence on promise-keeping and obeying the law as core societal values is part of his larger theme of public rule morality. As explained by Gert and his colleagues at Dartmouth, "At the core of our view is the claim

that morality involves a public system of rules and ideas that all impartial rational persons would put forward as a public guide to everyone's conduct" (Green et al., 1993, p. 481). This framing of a system of public rule morality is consistent with our definition of the term "neo-positivism" to describe the intersection of business ethics and jurisprudence.

Under contemporary contract theory, even nominal consideration can be adequate to bind the promisor: all that is necessary is that something be provided on each side. Certain of the technical requirements of the common law remain with us today, including the mandate from the U.S. Statutes of Fraud that certain types of contractual promises be in writing to be enforceable. Even that requirement has been relaxed by the provisions of the U.S. Uniform Commercial Code: experienced litigates know that judges and juries are reluctant to relieve a party of his/her contractual promise on the mere basis of a technicality in the agreement, and that promise-keeping is a fundamental precept of modern contract law.

While this article focuses on promise-keeping by managers and business students in the U.S., the international business community generally has adopted the same legal constructs regarding promise-keeping in commerce. The clearest example of international recognition of the promise-keeping precept is found in the United Nations-sponsored Convention on Contracts for the International Sale of Goods (CISG), which became effective in 1988 (Bagley, 1999). More than fifty countries now have ratified the CISG, including many of the world's largest economies: France, Germany, China, Russia, Canada, and the U.S. The signatories include both common law and code based nations. CISG, like the U.S. Uniform Commercial Code, provides for the observance of "good faith" in all contracts governed by its provisions and includes stiff penalties for parties violating its promise-keeping precepts. The CISG also includes "reasonableness" requirements for the contractual acts of giving notice, relying, and making excuses. It has been suggested (Koneru, 1997) that these provisions of the CISG make for a broad duty of international merchants to conduct themselves in

an ethical manner while performing their contractual obligations.

Despite the role played by promise-keeping in business transactions, a review of leading ethics and social policy texts currently being marketed for use in business ethics courses reveals only minimal discussion of law as a component of the students' ethics framework. If mentioned at all, law is dismissed as providing "the ethical minimum" beneath which no self-respecting capitalist would operate. A literature search focusing on the subject of business ethics reflects a near absence of scholarly interest in the intersection of ethics and business law. This void is disturbing if one accepts the premise that contemporary law in the U.S. strongly reflects the ethical precepts of fairness, honesty, and good faith. Through the years, the various schools of American jurisprudential thought have shared a common ground: the search for the ethical or moral underpinnings of law. Three of these schools of thought are particularly relevant to promise-keeping and are described below.

American realism. The legal realism school of jurisprudence, prominent in the U.S. from the turn of the century through the 1950's, takes the pragmatic position that the law reflects the views of society at large, as grounded in the life experience of its judges and legislators. Early realists, including Justice Oliver Wendell Holmes (1841-1935), were greatly influenced by the writings of sociologists, who looked to the courtroom's external environment for an understanding of the law. Realism reached its zenith through the accomplishments of Karl Llewellyn (1960), whose shaping and drafting of the U.S. Uniform Commercial Code, now adopted in all 50 states, broke new ground. The Uniform Commercial Code modifies, but does not replace, the common law of contracts. For example, the common law requirement that the offer and acceptance be mirror images of each other has been replaced by an analysis of whether the parties expressed an intent to enter into a contract. Rather than state "black letter" rules, the Uniform Commercial Code is grounded in behavior that is "commercially reasonable." As lawyers and appellate courts have discovered in

applying this concept, a determination of "commercially reasonable" behavior requires analysis of the industry custom, legal precedent, and the business environment in which the contract was executed. The Uniform Commercial Code further requires that all business transactions be analyzed from the ethical precept of "good faith" (UCC 1-203). While the realists urge a flexible vision of law, the vision still is grounded in fundamental fairness, which requires compliance with the spirit, as well as the letter, of the agreement.

Law and economics: Is it just money? The law and economics "school" of legal jurisprudence of the 1970s was based on applying social science principles to the legal environment in an effort to predict behavior without regard to its ethical implications. This school of analysis, which clearly is utilitarian in its perspective, takes a cost-benefit approach to legal issues. Its proponents view the law and economics movement as ethically neutral, while acknowledging that there are contexts in which ethical values will override the economic consequences. For example, economist Milton Friedman, a current spokesperson for economic utilitarianism, clearly places limits on the behavior of the modern corporation, requiring it to conform to ". . . the basic rules of the society, both those embodied in law and those embodied in ethical custom" (Friedman, 1970, p. 36). It is clear from Friedman's writings that his view of the law of business includes an ethical component that goes beyond the mere letter of the law. Thus the law and economics movement's economists/lawyers acknowledge the moral compass of the common law.

Neo-positivism: The prevailing ethic of a capitalist democracy. Neo-positivism business ethics is grounded in the philosophy of legal positivism. As originally postulated by the nineteenth century English philosopher John Austin, legal positivism consists of three parts: (1) a rule (2) from a political superior to a political inferior (3) with sanctions imposed if the rule is broken (Austin, 1985). The contemporary interpretation of legal positivism ("neo-positivism") starts with the assumption that the U.S. common law

provides a valid ethical compass to guide the business person through the decision making process. Because neo-positivists assume that virtually all positive law promotes constructive goals (Oakley and Smith, 1994, 1995), they believe that most business ethics issues faced by managers today can be addressed by asking the question "What does the law provide?" Underlying this assumption is the belief that a dispassionate review of the relevant law is likely to provide the answer (or more likely a range of acceptable answers) that comports with sound moral and ethical principles. In conjunction with a Constitution containing general moral precepts of fairness, liberty, and due process, the application of these elements leads to the prevailing ethic of U.S. society.

In the U.S., the ethic of positive law is as relevant to the contemporary business environment as it is to society in general. As noted earlier, the fundamental precept underlying business contracts is that parties will honor them. If the promise-keeping ethic is not valued in general, can a business afford to operate on the premise that others will keep their promises? The answer may lie in the neo-positivist elements of U.S. commercial law. When a business adopts "fairness" precepts for itself, it also finds marketplace support in the positivism imbedded in the law of contracts. As noted above in the American Realism section, the positive law of the Uniform Commercial Code requires "good faith and fair dealing" in all contracts.

It is acknowledged that the legal compass will not always provide an accurate gauge, nor will it be as valuable when the issue involves persons operating from distinctly different cultural (and legal) frameworks. A ready example of this weakness involves applying the U.S. Foreign Corrupt Practices Act in a third world business culture in which bribery of public officials is an acceptable form of marketing. Yet for most issues facing U.S. managers today, the legal and ethical responses are congruent.

Philosophical foundations of promise-keeping

Contemporary thinkers continue to address the ethical implications of promise-keeping. According to McMahon (1989), the principal goal of a theory of promising is to explain how a promise gives rise to an obligation. Philosophers like Searle (1970), Rawls (1955), and Ross (1930) hold that promisor obligations are valid in and of themselves. A second theory, typically propounded by utilitarians, holds that promises only give rise to obligations to the extent that they induce reliance – i.e., that a person acts on the promise (Sartorius, 1975). Other philosophers believe that the act of making a promise creates only a *prima facie* obligation that may be obviated at the time of performance if the promised act conflicts with other duties or obligations (Narveson, 1967). In his spirited defense of utilitarianism, Sartorius (1975) readily acknowledges that in most instances the moral obligation to keep promises is consistent with utilitarian theory. Despite their theoretical differences, philosophers from Aquinas to the present agree that the solemn act of promising provides a bond between the promisor and promisee that normally should be honored.

Psychological foundations of promise-keeping

While philosophers, business leaders, and lawyers alike admonish citizens of contemporary society to keep their promises, the developmental psychologists who study human behavior tell us that keeping one's promise is not all that easy to do. Lawrence Kohlberg's (1981) theory of cognitive moral development (CMD) has guided a number of business ethics researchers (e.g., Trevino, 1992; Fraedrich et al., 1994; Logsdon and Yuthas, 1997). This theory advances the proposition that individuals evolve from primitive stages of fear of retribution (pre-conventional Stages 1 and 2) through the intermediate levels of respect for other individuals (conventional Stages 3 and 4), and ideally to concern for society in general (post-conventional Stages 5 and 6). Kohlberg's theory of CMD has been validated by numerous

studies in both the U.S. and abroad. His findings have been replicated in such diverse cultures as Japan, France, India, Mexico, Taiwan, Nigeria, and Australia (Edwards, 1986).

The following examples illustrate the application of Kohlberg's CMD framework to the environment of legal positivism. While the "shall not" admonitions of white collar environmental crimes probably would fit within the pre-conventional Stage 2 (i.e., punishment avoidance), the contract requirements of "good faith and fair dealing" described above more likely would fit within the conventional Stage 3 or 4 (i.e., shared norms and reciprocity – a belief in the Golden Rule). Kohlberg distinguishes between the level of commitment to promise-keeping developed by a Stage 4 respondent versus a Stage 3 respondent. It is only at the 4th Stage of CMD that the participants expressed a response in terms of fulfilling the actual or contractual duties to which they had agreed. A basis given for this reasoning was to avoid a breakdown in the system (i.e., if everyone ignored promises, the group would suffer). However, Kohlberg's longitudinal study found that the majority of his subjects *never* developed to the cognitive moral level required (Stage 4) to voluntarily honor their promise-keeping commitments in the context of an ethical dilemma, and that fewer than 20% of participants developed to Stage 4 by age 30. If Kohlberg's results can be generalized, the implications for utilizing neo-positivism as the primary source of workplace ethics are significant.

Individual differences in promise-keeping

Although individual differences are thought to influence the extent to which people keep their promises, the lack of convincing empirical evidence leaves open the question of which characteristics may be salient. Four characteristics are examined here: gender, age, importance of religious beliefs, and supervisory experience.

Gender differences. The influence of gender on ethical viewpoints is unclear. Although Gilligan (1977) has asserted that Kohlberg's justice perspective is gender-biased and fails to adequately

capture the "caring" perspective more likely to be used by women, Derry (1987; 1989) tested this assertion in the context of business managers and found no significant differences in moral reasoning between men and women managers. Derry's findings are supported by the studies of Rest et al. (1986) and Weber (1990). Thus while Gilligan's writings have strong intuitive logic, they do not appear to be supported by recent workplace findings. Several studies of college students, however, report that gender does affect ethical viewpoints (Akaah, 1989; Beltramini, Peterson and Kozmetsky, 1984; Ferrell and Skinner, 1988): women appear to be more conservative in their ethical viewpoints than men. Other studies found little (Serwinek, 1992; Smith and Oakley, 1997) or no difference (Hegarty and Sims, 1978; Kidwell et al., 1987) in gender-related responses to ethical issues, causing researchers to call for further study in this area (e.g., Derry, 1989).

Age differences. There are indications that age is positively correlated with ethical attitudes (Barnett and Karson, 1987; Oakley and Smith, 1995; Posner and Schmidt, 1984): older individuals are less inclined to accept questionable ethical behavior. Serwinek (1992), however, found support for this relationship of age and ethical actions in only two of four indices in his study of mid-level managers in the insurance industry. Both Nichols and Day (1982) and Elm and Nichols (1993) found that older managers and those with longer tenure with the firm had lower moral reasoning scores than younger, less experienced managers.

Differences based on importance of religious beliefs. Rest, Thoma, Moon, and Getz (1986) reported that a number of studies suggest church members demonstrate lower ethical awareness than non-members, while other studies discovered no significant results. Zey-Ferrell, Weaver, and Ferrell (1979) reported that the opportunity to engage in unethical behavior has a greater influence on behavior than does one's own belief. Mayo and Marks (1991) showed that desirability of consequences is the most significant influence on teleological evaluations. Clark and Dawson

(1996) found that highly religious respondents may be more accepting of ethically questionable corporate behavior than their non-religious counterparts.

Differences related to supervisory experience. The position that business students score lower on ethical scales than managers generally is supported by empirical research. Studies by Kraft and Singhapakdi (1991), Arlow and Ulrich (1980), and Stephens (1984) all found business students to be less "ethical" than managers. These studies reflect the findings of Goodman and Crawford (1974) a quarter century ago. While it is not encouraging to realize that the ethical precepts of business students appear to be about the same level as they were twenty-five years ago, at least the research findings are consistent.

In summary, the academic and business literatures suggest strongly that promise-keeping is a core ethical value in the workplace. In fact, a review of the literature reveals long-standing legal and philosophical bases for this ethic. However, psychologists tell us that people may not have achieved the stage of cognitive moral development that will "allow" them to keep their promises. If this is true, then there must be a mechanism in the workplace to encourage people to do so. We suggest that the U.S. legal system provides such a mechanism. The hypotheses to be tested in this study are as follows:

- H1: A promise perceived to be legally binding by the promisor will be kept more frequently than one that is made with no reference to the framework of contract law or one that is excused from the premise of contract law that the promise be kept.
- H2a: Gender influences the frequency with which individuals keep their promises in the workplace.
- H2b: Age influences the frequency with which individuals keep their promises in the workplace.

H2c: Importance of religious beliefs influences the frequency with which individuals keep their promises in the workplace.

H2d: Supervisory experience influences the frequency with which individuals keep their promises in the workplace.

Method

Sample

The data were collected from 708 executives and business students through two state universities, one located in the Southeastern U.S. and the other in the Western U.S. Participants were executives (26.1%), graduate students (34.3%), and undergraduate students (39.5%). The executives were enrolled in an Executive MBA program at one of the universities; many of the graduate students at both schools held managerial positions while they attended evening MBA courses. Of particular significance, nearly three-fourths of the entire sample (71.5%) had supervisory experience, including all of the executives, two-thirds of the graduate students (65.6%) and over half (58.5%) of the undergraduate students. Respondents were 61% male and 39% female and were nearly evenly split in age, with 52.8% age 30 or under and 47.2% over age 30. In describing the importance of religious beliefs in their day-to-day business activity, 29% reported they were not at all important, 44.8% reported they were somewhat important, and 26.2% reported they were very important.

Procedure

The authors modified a rating scenario¹ (Five Employees Problem) in the context of planning for layoffs within an organization. The exercise was designed to test the role of legal positivism in encouraging managers to keep their promises. Respondents were given an in-basket exercise in which they were asked to rank five employees in their division for purposes of possible layoffs and to give their reason for each ranking. Each

of the five workers was performing his or her job adequately and each had either personal or work attributes representing a variety of workplace values that would have made it difficult to choose among them. Respondents were instructed to ignore application of affirmative action laws in their ranking. The purpose of this constraint was to control for the influence of race and gender in the selection process.

Brown, the junior employee in terms of both age and seniority, has been with the organization for only six months. At the time of her hire, she expressed concerns about job security and told the manager about another job opportunity she was considering. In order to induce the recruit to join the organization, the manager told her not to worry and "promised to keep her as an employee for at least two years". Respondents were given one of three versions in explanation of the promise. One version stated that the promise "could not be legally enforced in court", the second version was silent as to the legal enforceability of the promise, and the third version stated that the promise was "a legally enforceable contract". The descriptions of the remaining employees implicitly or explicitly contain one or more values that could be expected to compete with that of promise-keeping. These values include loyalty/seniority (Andrews), work ethic (Carter), competence (Davis), and overcoming adversity (Edwards). The scenarios, including all three of Brown's versions, are included in Appendix A.

Data for the individual differences were gathered in a survey attached to the scenario. Subjects were asked to state their gender, age, number of years of supervisory experience (if any), and the importance of their religious beliefs. The latter was measured on a Likert scale, with 1 = not at all important, 2 = somewhat important, and 3 = very important.

Analysis and results

With respect to the influence of legal positivism on promise-keeping, the variables of interest are Brown's ranking and how the promise was described in the scenario (version). The ranking

variable was coded as follows: 1 = first to be laid off; 2 = second to be laid off; 3 = third to be laid off; 4 = fourth to be laid off; 5 = last to be laid off. Descriptive statistics and frequencies were calculated for these two variables as well as for the four individual differences variables by both total sample and version. Bonferroni tests and *t*-tests were used for multiple and two-way comparisons, respectively. The reasons subjects gave for ranking all five employees were categorized into three broad areas: promise-keeping, work-related reasons (e.g., seniority, competence), and non-work related reasons (e.g., ease in finding another job, compassion). Finally, in order to determine where promise-keeping was positioned in a hierarchy of workplace values, the five employees were ranked both overall and by each of the subsample groups on the basis of their mean ranking scores. The highest mean score,

indicating the last to be laid off, represented the most important value and was ranked #1; the lowest mean score indicated the least important value and was ranked #5.

Descriptive statistics and frequencies for all variables related to Brown are displayed in Table I. In terms of subsample analysis, Bonferroni tests of multiple comparisons and *t*-tests indicated that there were no significant differences with respect to gender, importance of religious beliefs, or supervisory experience. However, there were significant differences based on age. The results, displayed in Table II, show that age had a significant effect ($t = 2.25$) on Brown's ranking. Specifically, younger respondents (age 30 and below) kept their promises more frequently than older subjects (over age 30). In addition, Bonferroni tests reveal that the version subjects received made a significant

TABLE I
Descriptive statistics and frequencies (%) by version and total sample

	Mean	S.D.	Unenforceable	Silent	Enforceable	Total sample
<i>Brown's ranking</i>	2.502	1.576				
1st to be laid off			53.1	46.0	24.6	40.9
2nd to be laid off			25.2	20.3	10.2	18.4
3rd to be laid off			11.5	13.1	8.2	10.9
4th to be laid off			5.3	8.0	14.3	9.3
5th to be laid off			4.9	12.7	42.6	20.5
<i>Version</i>	2.025	0.815				
Unenforceable			—	—	—	31.9
Silent			—	—	—	33.6
Enforceable			—	—	—	34.5
<i>Gender</i>	0.390	0.488				
Female			41.9	41.9	33.6	39.0
Male			58.1	58.1	66.4	61.0
<i>Age</i>	2.572	0.748				
Through age 30			53.4	53.4	51.6	52.8
Over age 30			46.6	46.6	48.4	47.2
<i>Importance of religious beliefs</i>	1.972	0.743				
Not important at all			30.5	24.6	31.8	29.0
Somewhat important			48.1	47.2	39.4	44.8
Very important			21.4	28.2	28.8	26.2
<i>Supervisory experience</i>	0.715	0.452				
Experience			70.6	67.5	76.1	71.5
No experience			29.4	32.5	23.9	28.5

difference in Brown's ranking: the unenforceable and silent versions differed significantly from the enforceable version, while significant differences occurred between the unenforceable and silent versions.

In this study, respondents were described as keeping their promise if they ranked Brown #4 or #5 – that is, as the next-to-last or the last to be laid off, and as breaking their promise if they ranked Brown #1 or #2 – that is, as first or second to be laid off. Overall, fewer than one-third of the subjects (29.8%) kept their promise. In terms of the effect of legal positivism on promise-keeping, Table III indicates that only 10.9% of those who were told the promise was unenforceable kept their promise, while 23.2% of those who were given no indication of the legal enforceability of the promise and 65.9% of those who were told the promise was legally enforceable kept their promises. These results support Hypothesis 1. Table III also shows the frequency with which the promise was not kept. Of the total sample, 59.2% broke their promise. The effect of legal positivism on those who did not keep their promise is as follows: 42.2% of those who were told the promise was unenforceable laid off Brown first or second, 37.5% of those whose scenarios were silent as to the enforceability of the promise laid off Brown first or second, and approximately 20% who knew that the promise was legally enforceable laid her off first or second.

TABLE II
Subsample differences of Brown's ranking

	Mean of Brown's ranking	Significance test
<i>Gender</i> ^a		<i>t</i> = 1.77
Female	2.3713	
Male	2.5878	
<i>Age</i> ^a		<i>t</i> = 2.25*
Through age 30	2.6314	
Over age 30	2.3625	
<i>Supervisory experience</i> ^a		<i>t</i> = 0.02
No experience	2.5126	
Experience	2.5100	
<i>Importance of religious beliefs</i> ^b		n.s.
Not at all important	2.4251	
Somewhat important	2.5077	
Very important	2.5132	
<i>Version</i> ^b		
Unenforceable	1.8363	2, 3
Silent	2.2110	1, 3
Enforceable	3.4016	1, 2

^a *t*-test results of two-way comparison; * indicates *p* < 0.05.

^b Bonferroni multiple comparison test results: numbers indicate the levels showing significant differences; n.s. = not significant at any level.

TABLE III
Promise-keeping decisions by version

	Version 1 (Unenforceable)	Version 2 (Silent)	Version 3 (Enforceable)	All versions
Promise keepers* (<i>n</i> = 211)	10.9%	23.2%	65.9%	29.8%
Promise breakers*** (<i>n</i> = 419)	42.2%	37.5%	20.3%	59.2%
Undecideds*** (<i>n</i> = 78)	33.8%	40.3%	26.0%	11.0%

* "Promise keepers" are defined as those who ranked Brown #4 or #5.

** "Promise breakers" are defined as those who ranked Brown #1 or #2.

*** "Undecideds" are defined as those who ranked Brown #3.



Results of the subsample differences do not support Hypotheses 2a (gender), 2c (importance of religious beliefs), or 2d (supervisory experience), but they do support Hypothesis 2b (age). Although means of Brown's ranking for the first three variables do not show significant differences, it should be noted that in all cases the rankings are below 3, indicating that in general none of the subsample members tended to keep their promise. There was a significant difference between younger and older respondents in their ranking of Brown, with the former ranking Brown more highly (i.e., keeping her longer). A closer look at these results by version shows that 32% of those aged 30 and under ("younger respondents") kept their promise, while only 27.5% of those over age 30 ("older respondents") did so. Further, of those who knew the promise was legally enforceable, two-thirds (65.9%) of the younger respondents kept their promise while fewer than half (47.5%) of the older respondents kept theirs.

Table IV shows the reasons given for justifying the rankings of the five employees. Subjects overwhelmingly cited non-work-related reasons for three of the employees: Andrews (61.1%), Carter (77.9%), and Edwards (66.9%). Work-related reasons predominated in the case of Davis (68.3%). The reasons used for justifying Brown's rankings, in order of priority, were work-related (37.5%), promise-keeping (35.1%), and non-work-related (27.4%).

Results of ranking the employees on the basis of their mean scores clearly indicate that promise-keeping appears last in a hierarchy of workplace values both overall and in every individual difference category: Brown's ranking is 5 out of 5 across the board. Similarly, subjects placed a low priority on loyalty/seniority: with one exception (religion is very important), Andrews was ranked

4 out of 5 in all categories. Table V displays the rankings in terms of the values represented by each employee.

Discussion

The results of this study strongly support our hypothesis that a promise perceived to be legally binding is kept more frequently than one that is made with no reference to the framework of contract law or that is excused from the premise of contract law that the promise be kept. The percentage of those who kept their promise increased with the implied consequences of legal sanctions, thus indicating that the legal repercussions – or lack of them – took precedence over any verbal commitment to the employee. However the data are examined, the answer to the question of whether people keep their workplace promises without being forced to do so by implied consequences of legal sanctions is no. Further, for respondents in the present study, promise-keeping in the workplace clearly is not a core value: in terms of a hierarchy of values, promise-keeping consistently ranked last, behind values such as overcoming adversity, competence, work ethic, and loyalty/seniority.

A possible explanation for the results of promise-keeping in the context of contract law is found in Kohlberg's (1981) framework of cognitive moral development, which suggests that a heightened sense of moral development is required for one to feel bound to keep his or her workplace promises. The fact that individuals do not seem to have achieved this "higher" stage of development suggests that legal positivism can play a role in influencing decisions to keep one's promises.

More discouraging than the finding that

TABLE IV
Categories of reasons for ranking (percentages represent frequencies)

	Andrews	Brown	Carter	Davis	Edwards
Promise	N/A	35.1%	N/A	0.1%	0.1%
Work-related reasons	38.9%	37.5%	22.1%	68.3%	33.0%
Non-work-related reasons	61.1%	27.4%	77.9%	31.6%	66.9%

TABLE V
Hierarchy of values as represented by the five employees
(Ranks determined by mean scores; 1 = highest value; 5 = lowest value)

	Loyalty/ Seniority (Andrews)	Promise- keeping (Brown)	Work ethic (Carter)	Competence (Davis)	Overcoming adversity (Edwards)
<i>Overall ranking</i>	4	5	3	2	1
<i>Age</i>					
Up to age 30	4	5	2	3	1
Over age 30	4	5	3	1	2
<i>Gender</i>					
Male	4	5	3	1	2
Female	4	5	2	3	1
<i>Supervisory experience</i>					
No	4	5	1	3	2
Yes	4	5	3	1/2 (tie)	1/2 (tie)
<i>Religious importance</i>					
Not very religious	4	5	3	1	2
Somewhat religious	4	5	3	2	1
Very religious	3	5	2	4	1

people keep their promises only when compelled to do so legally is the frequency with which people do not keep their promises even when the threat of legal sanctions exists, indicating that other values take precedence. A comparison of the results by version – that is, in terms of the enforceability of the promise – is enlightening. In version 1, subjects were told the promise was not legally enforceable, thus giving them an “easy out” in terms of choosing to ignore their stated commitment (i.e., ignore it with impunity). As a result, 89.8% of those respondents chose to ignore the promise, ranking Brown first, second, or third to be laid off. In version 2, subjects were not advised of the legal implications of promise-keeping one way or another, thus implicitly leaving the decision of whether to keep the promise to their discretion (i.e., you decide whether to ignore it). In fact, over three-fourths of those subjects (79.3%) chose to ignore the promise. Finally, in version 3 respondents were warned that the promise was legally enforceable, thus alerting them that a decision to not honor their commitment would have potential legal repercussions (i.e., ignore it at your peril).

However, an alarmingly high 43.1% of respondents ignored the promise despite the potential legal consequences. This outcome, which indicates that a very high proportion of respondents fail to keep their promises in the workplace even when seemingly compelled to do so, has significant implications for organizations that operate on the premise that parties will honor their promises.

A brief consideration of the reasons given for Brown's ranking is enlightening: nearly two-thirds of the subjects cited reasons other than the promise. Most of the 37.5% who use work-related justifications for Brown's ranking cited her lack of seniority with the organization and her general lack of experience. However, a wide variety of non-work-related reasons were provided by 27.4% of subjects for their rankings: Brown is young, single, has no dependents, and is just starting her career; she should have no trouble finding another job, she isn't in dire need, she should understand, she should have known better than to rely on the promise. Clearly, the majority of subjects were not making a legal evaluation despite the potential legal conse-

quences of breaking one's promise in the workplace.

The results do not support our hypotheses that gender, importance of religious beliefs, and supervisory experience influence the extent to which individuals keep their promises in the workplace; however, they do support the hypothesis that age influences promise-keeping. Despite these differences with respect to the frequency with which they kept their promises, both younger and older subjects ranked promise-keeping behind all the other competing values. The fact that there were no significant differences on the basis of gender is consistent with the literature (e.g., Derry, 1987, 1989; Rest et al., 1986; Weber, 1990). Similarly, the importance of religious beliefs in day-to-day business activity had no significant effect on Brown's ranking. While this finding seems counter-intuitive, in fact it is supported by recent empirical studies (e.g., Rest et al., 1986; Clark and Dawson, 1996).

Kohlberg's (1981) cognitive moral development theory (CMD), in conjunction with the reasons given for Brown's ranking, may give some insight into the lack of significant difference between those with supervisory experience and those without it. According to Kohlberg, CMD occurs when the individual is faced with moral dilemmas that require his/her action. A supervisor who addresses the concept of promise-keeping regularly in the work place learns the negative consequences that flow from not keeping the promise. However, in stating the reason for Brown's ranking a disturbing number of respondents redefined the situation in ways that allowed them to refuse to take responsibility for their decision. For example, responsibility was shifted to the organization (e.g., "the organization can afford to pay her off"), an unknown third person (e.g., "I would not have made this promise", "that person should not have made the promise"), and even to the employee (e.g., "she should have known better than to rely on the promise"). By disclaiming responsibility for making the promise, respondents effectively neutralized the moral dilemma aspect of the scenario. According to Kohlberg's theory, in the absence of facing and dealing with moral

dilemmas, cognitive moral development does not occur.

Age was an important determinant in the frequency with which promise-keeping occurred, supporting previous findings that younger respondents acted more "ethically" than older ones (e.g., Nichols and Day, 1982; Elm and Nichols, 1993). However, these results are not consistent with the Kohlberg model of cognitive moral development (1981), which suggests that most adults do not develop a strong sense of the value of promise-keeping (Stage 4) until after age 30. In the present study, two-thirds (65.9%) of the younger respondents of the "enforceable promise" version of the scenario were willing to keep their promise versus fewer than half (47.5%) of the older respondents. Although we have no clear explanation for this outcome at this time, we offer several possibilities. First, as employees are becoming more aware of their rights in the workplace and as our society is becoming more litigious, there is much more awareness of the legal consequences of actions taken in the workplace. Thus legal issues or their repercussions may be more salient to younger respondents than to older respondents, for whom the "legalistic" way of thinking and acting is a relatively new phenomenon. Despite the statistical difference in how the two age groups ranked Brown, perhaps the more salient point is that both of them ranked her at the very bottom compared with the remaining employees. Second, we found that supervisory experience is a significant adjunct to age in the moral maturation process. Those respondents age 30 and under who had supervisory experience in the workplace were more willing to keep the promise than those who did not have this experience (42.7% of supervisors vs. 30.0% of non-supervisors). This suggests the possibility that supervisory experience speeds the cognitive moral development process, which normally would not develop to the Stage 4 level until after age 30. These results are consistent with other findings that "younger, less experienced managers reason at higher levels of moral reasoning than older, more experienced managers" (Elm and Nichols, 1993, p. 828).

The question of whether subjects were making a legal evaluation when ranking the five

employees is dispelled by examining the reasons for their decisions. Even in the case of Brown, where presumably the promise made legal implications most salient, only 35.1% cited the promise as the reason for the ranking, and 27.4% stated reasons that had nothing to do with work. The fact that non-work-related reasons were cited overwhelmingly for the rankings of three of the four remaining employees also rules out the possibility of legally based decisions.

The fact that nearly three-fourths of the respondents (71.5%) have supervisory experience indicates that promise-keeping has a low priority in today's workplace. If promise-keeping is not a core business value, then what is? By using the remaining employees' personal characteristics as proxies for values such as loyalty/seniority (Andrews), work ethic (Carter), competence (Davis), and overcoming adversity (Edwards), a hierarchy of workplace values was constructed. As indicated in Table V, subjects overall valued overcoming adversity the most (mean score = 3.33), followed by competence (mean score = 3.23), work ethic (mean score = 3.13), loyalty/seniority (mean score = 2.80), and promise-keeping (mean score = 2.50). Although promise-keeping ranks last in each case and loyalty/seniority, with one exception, ranks next to last, there are differences in how the remaining values are ranked, with competence (represented by Davis) showing the most discrepancy. This may be because Davis' description also suggests a non-work-related reason (i.e., financial stability). However, further analysis of this issue is beyond the scope of this paper.

Based on the results presented here, the answer to the primary research question – i.e., do people keep their promises if there are no implied consequences of legal sanctions? – seems to be a resounding “no”. Even when told that the promise is legally enforceable, a significant proportion of the respondents still chose not to keep their word. The individual difference characteristics did not provide much guidance, as only age influenced the extent to which subjects in this sample kept their promise.

What does promise-keeping mean in the overall scheme of things? If awareness of the promise is associated with the decision to keep

Brown at least until 4th, that sends a significant message that the respondent is willing to act on the basis of promise-keeping. If it is not, then the respondent is acting on other bases. The results of the present study, however they are analyzed, clearly show that promise-keeping is a very low priority in the workplace, a phantom work ethic rather than a core value. The study supports the thesis that neo-positivist law is the basis for contemporary business ethics, and that without clear legal guidance managers in large numbers tend to ignore their promises. The study further indicates that the value of promise-keeping is not accepted as important by the majority of young adults in this sample, although supervisory responsibility tends to heighten the awareness level of the importance of promise-keeping to those age 30 and under. The fact that subjects overwhelmingly relegated promise-keeping to the bottom of a workplace values hierarchy has sobering implications for ethical decision making. Particularly disturbing is the fact that nearly three-fourths of those who made these decisions have supervisory experience.

There are several limitations to this study. Subjects' CMD was not measured, so though we may speculate that a lack of cognitive moral development may explain the reason for the failure to honor the promise, we cannot go further than that. In addition, the nature of the promise may have made a difference in subjects' decisions. That is, the fact that Brown suffered no physical damage may have made it easier to break the promise. Manipulating this variable in future research may shed some light on the issue of the type of harm sustained and the decision to keep one's promise. The fact that Brown had been with the company only a short period of time may be a potential confounding factor. This variable also could be manipulated in future research to see if more people would keep their promise given an employee with longer organizational tenure, although the fact that the 25-year employee (Andrews) was ranked only slightly above Brown makes this seem unlikely. The specific values chosen are subject to challenge; however, those that were included were felt to be reasonably representative of important and conflicting workplace values.

With respect to the sample, the fact that the subjects' corporate cultures were not measured may be criticized on the grounds that existing ethical norms surely influence respondents' decisions – e.g., behaviors that are rewarded, or at least not punished, are repeated. Though there is some evidence to support this contention, other results indicate no relationship between ethical climate and decision-making (e.g., Elm and Nichols, 1993). Because of the inconclusive evidence, further research is warranted. The fact that the subjects in this study were business students may raise questions both about the generalizability of the results to non-business managers and to managers without any post-secondary education. In both cases, a review of the literature indicates mixed results: sometimes business majors are more concerned with ethical issues than other majors while other times they are more tolerant of questionable practices. Studies examining years of education show few significant results (e.g., Ford and Richardson, 1994).

In terms of future research, it would be instructive to delve more specifically into the reasons given for ranking all five employees in an attempt to identify an underlying theme or themes to people's decisions. Why are non-work related reasons valued so highly? What are the implications for organizations when managers make employment-related decisions based on non-job factors? In addition, other relevant workplace values should be evaluated. The subsample differences lead to speculation about how the influence of age and supervisory experience may be utilized in order to hasten the cognitive moral development of individuals' promise-keeping capacity. Finally, whether heightened awareness – that is, a transfer of knowledge regarding promise-keeping – can be gained via educational experience (e.g., simulations, exercises, training sessions, or business ethics courses) is not addressed in this study, but is worthy of future research.

This study should be viewed as a starting point in a discussion of promise-keeping in the workplace, not as a definitive statement. The numbers reported here tell us what people decided, but very little about why. Even the categories of

reasons do not reveal the wide variety of justifications, stereotypes, and rationalizations used. Though a discussion of those reasons is beyond the scope of the present paper, it is the subject of a follow-up qualitative study. In a recent *Los Angeles Times* article about the decreased emphasis on ethical commitments (Martelle, 1998), the author suggests a number of reasons for this phenomenon, including the depersonalization of society, a widespread abandonment of personal ethics, and increased tolerance of unethical actions. He concludes that we as a society need to find a way to discuss the value of promise-keeping. Examining the reasons why subjects in the present study made their decisions may help us begin to find that way.

Appendix A: Five employees problem

Assume that you are the manager of a unit of an organization. You have five employees who work for you. All of them do the same kind of work. Because of possible future budget reductions, you have been told to rank the employees in terms of the order in which they should be discharged from the organization if discharges become necessary. Each of the five exceeds the minimum standards of competency for the job in question and they are all about equally competent at their work except as mentioned below. None of the five has a contract of employment. All of them would find it somewhat difficult to find work that pays comparably because of the currently tight labor market. *You have been informed that affirmative action laws need not be considered in determining the order in which the five employees should be discharged.*

ANDREWS is 55 years old and has been with the organization for twenty-five years. He is married and has one child who is in the Navy. His pension is fully vested and if he is discharged, he will receive a large sum of money that will allow him to get along financially for a year or two. Because of his age, however, it would be especially difficult for Andrews to find a new job that pays comparably.

* **BROWN**, age 23 and single, has been with the organization and your unit for six months. When she first joined your unit, she told you that she had a job opportunity with another organization she was considering taking because she was concerned about possible future budget cutbacks within your organi-

zation. At that time you told Brown not to worry, and promised to keep her as an employee for at least two years. You had no authority to make such a promise on behalf of the organization, and the promise could not be legally enforced in court by Brown. The job that Brown passed up is no longer available to her.

CARTER, who is 30 years old, has been with the organization for five years and in your unit for two years. Because of illness in his family, he is in a very difficult financial position, and it is expected his financial difficulties will continue for some time into the future. He is currently working a second job in order to make ends meet.

DAVIS, age 30, has worked for your organization and unit for one year. She is demonstrably the most competent and productive of the five employees. Thus, she would have the easiest time finding comparable employment. She is married, has no children, and her husband is a physician.

EDWARDS is a black female, age 30, and single. She has worked for the organization and unit for five years and your unit for two years. She was raised in poverty in the rural south and has dedicated her life to developing a successful career for herself. She contributes half of her take home pay to the support of her parents, who are elderly and poor. If discharged from her job, she will have difficulty in making ends meet until she finds new work.

*** **BROWN**, age 23 and single, has been with the organization and your unit for six months. When she first joined your unit, she told you that she had a job opportunity with another organization she was considering taking because she was concerned about possible future budget cutbacks within your organization. At that time you told Brown not to worry, and promised to keep her as an employee for at least two years. The job that Brown passed up is no longer available to her.

*** **BROWN**, age 23 and single, has been with the organization and your unit for six months. When she first joined your unit, she told you that she had a job opportunity with another organization she was considering taking because she was concerned about possible future budget cutbacks within your organization. At that time you told Brown not to worry, and promised to keep her as an employee for at least

two years. You have been informed by your corporate attorney that the "promise" is a legally enforceable contract. The job that Brown passed up is no longer available to her.

* = Version 1 (unenforceable).

** = Version 2 (silent).

*** = Version 3 (legally enforceable).

Note

¹ The author of this scenario is unknown but is believed to have presented/developed the scenario at a legal studies conference in the early 1990s.

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