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**The psychological contract of solicitors and  
the impact of promotion to partnership**

**Helen Margaret Grant**

**Thesis submitted to the University of Durham in part fulfilment for  
the requirements of the degree of Doctor of Philosophy**

**Durham Business School**

**Durham University**

**2010**

**Helen Margaret Grant**

**The psychological contract of solicitors and  
the impact of promotion to partnership**

**Abstract**

The aim of this research was to draw upon psychological contract theory to examine solicitors' perceptions of expectations and obligations. Socialisation processes and the role of Organisational Citizenship Behaviours (OCB) were explored in relation to promotion to partnership. Context is important as law firms have a different ownership structure to other commercial organisations and employ professionals. The legal profession is changing (Empson, 2007a) due to the increasing size of firms and the changing aspirations of those entering the profession.

A mixed method approach to researching these issues was adopted. The research was conducted in two stages. Stage One comprised telephone interviews with 128 solicitors to complete a questionnaire and Stage Two comprised 34 in-depth semi-structured interviews. These interviews were analysed using QSR N6 (NUD\*IST) software.

The research makes a contribution to the understanding of the psychological contract of professionals in two main areas: theoretical and practical. The utility of a promissory based approach to the psychological contract (Conway and Briner, 2005) is critically examined. The role of OCB is considered in terms of what behaviour can be seen as in-role and what as extra-role and how to identify discretionary behaviour. The results from the quantitative analysis in the study revealed a high degree of similarity in the responses. One explanation proposed is that the process of socialisation experienced by solicitors engenders assumptions about appropriate behaviour and thus expectations are defined and communicated.

The research led to the production of two explanatory diagrams of the psychological contract of solicitors. The first typology examines the influences upon the contract and the interactions of expectations and obligations. The second schema examines

the impact of promotion to partnership upon work satisfaction. The implications of these for the management of law firms are discussed.

**Key words**

Psychological contract; solicitors; promotion to partnership; organisational citizenship behaviour; socialisation.

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### **Acknowledgements**

I have received help from a number of people while conducting this thesis and I would like to take this opportunity to thank them.

My gratitude goes to all the solicitors who gave me their valuable time and the firms who provided me with this access. My thanks go to Professor Heather Hopfl who encouraged me to embark upon the journey. John Stirling of Northumbria University was a great help in the early stages of my research. Dr Nigel van Zwanenberg has provided me with dedicated supervision and tremendous encouragement. Professor Tom Redman has provided me with valuable guidance in the latter stages. I am grateful to Dr John Blenkinsopp for the informal supervisory role he has provided.

I would also like to thank my husband David for his love and support through this process, and my children Sarah and Rosie for helping me remember what is really important in life.

*“Law School is full of guys ... who work around the clock and knock themselves out to get better grades so they can get jobs where they can work around the clock and knock themselves out to make partner and better salaries, which they won't have time to spend because they'll be working around the clock.”*

(Hayes, 2006:42-43)

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## CHAPTER 1: INTRODUCTION

This chapter will outline the main objectives of the thesis and present the aims of the study and the research questions. The rationale for studying the psychological contract of solicitors is discussed. This is followed by an outline of the theoretical perspectives adopted in this research together with a discussion of the contribution of the research. Finally an outline of the structure of the chapters of the thesis is provided.

The history of this work can be traced back to 1997 when the author carried out consultancy for a firm of regional solicitors in the north east of England. The consultancy project was to introduce a performance management scheme into the firm which included the introduction of a performance appraisal procedure. While spending time in the firm and talking to staff at all levels, the author was struck by the way in which solicitors seemed to be ‘different’ to staff in other organisations in which she had carried out work. Further exploration and discussion with staff in that firm and others suggested a number of features of law firms which seemed relevant to creating this perception:

- All solicitors receive a similar and lengthy professional training
- Their performance was observed to be influenced by their motivation and commitment
- The desire by some to obtain promotion to partnership had an influence on their motivation and commitment
- The ownership structure of law firms offers great financial rewards to those who make partner

Solicitors are members of one of the ‘classical’ professions which have existed since the 1500s. Since then there have been other professional groupings identified such as engineers and accountants in the 1800s and more recently teachers and social workers in the 1900s. Professionals are granted certain market privileges such as restricted entry and their right to self regulation and this has had an impact upon how professions and the notion of professionalism has developed. These aspects are considered in more detail in Chapter 2.

The ownership of law firms by partners creates a different employment relationship than experienced by many other professionals. Equity partners share in the profits of the firm and also share the risk if they or their employees give poor advice. Many commercial organisations of similar size have a division between the owners and the managers and a more graduated approach to career progression than the partner/non-partner divide.

Further reflection suggested that the psychological contract might be a useful lens through which to explore the motivation and commitment of solicitors. It was thought this may help to explain why young solicitors are prepared to work such long hours in the hope of making partner. A case study approach was adopted and the research took place in two stages. The first stage followed the approach adopted by Guest and Conway in their annual surveys for the CIPD (e.g. 2001; 2002b). The questionnaires Guest and Conway used could be adapted for use with solicitors and this seemed to be a helpful way of gaining an overview of the views of this particular occupational group. The second stage used qualitative methods as this would allow a deeper examination of *why* the responses had been made.

### **Objectives of the thesis**

The initial objective was to explore the nature of the psychological contract of solicitors to identify the factors which may have led to the perceived 'difference' referred to earlier. However as the research continued it became increasingly clear that one of the main reasons for this difference was related to the structure of law firms, and in particular the pressure this imposed if a solicitor wishes to be promoted to partner. Compared with other types of firm, law firms have "a relatively flat hierarchical structure, similar career paths for all professionals (and) a relatively homogenous set of skills and experience" (Kumra and Vinnicombe, 2008). The present study is concerned with the impact that the nature and structure of law firms and the processes to be promoted to partner have upon the psychological contract of solicitors.

The expectations engendered by psychological contracts have long been recognised as powerful determinants of behaviour in organisations (Argyris, 1960; Levinson et al., 1962; Schein, 1980). The violation of these expectations has been associated with a

variety of attitudinal and behavioural outcomes, including feelings of anger (Rousseau, 1989), reduced job satisfaction (Robinson and Rousseau, 1994) and the intention to quit (Guzzo and Noonan, 1994). Violation of the psychological contract is predictive of reduced organisational citizenship behaviour (Robinson, 1996; Turnley and Feldman, 2000).

There will be a discussion of the relative importance of in-role behaviours and extra-role behaviours. One argument is that solicitors engage in ‘extra-contractual’ behaviours while they are striving to be promoted to partnership, while another would be that all their behaviour is in-role but they just do ‘more’ to indicate their desire for promotion. Thus earning fees is in-role behaviour, but being prepared to work 60 hours a week to earn more fees can be seen as in-role behaviour or extra-contractual as this is more than is specified in the contract of employment. It should be noted that even when partnership has been achieved, the pressure to continue these behaviours is still strong.

The literature distinguishes between relational and transactional psychological contracts. Transactional obligations typically describe economic obligations, for example wage or salary on the part of the employer, and promises of minimum stay on the part of the employee (Robinson et al., 1994). Relational obligations involve both economic and non-economic exchange factors, for example, job security and training and development from the employer, and loyalty and commitment from the employee. These different types will be discussed in more detail in Chapter 3.

Improved economic performance in firms is likely to occur when three conditions are met: when employees possess knowledge and skills that managers lack; when employees are motivated to apply this skill and knowledge through discretionary effort; and when the firm’s business or production strategy can only be achieved when employees contribute such discretionary effort (MacDuffie, 1995). The greater the dependency on workers, the greater the requirement for inclusive, trust behaviour to harness this discretionary effort (Purcell, 1999). The ability to manage solicitors in a way that motivates discretionary effort is critical to the financial success of law firms.



The primary aim of the present research is to establish if psychological contract theory has utility as an explanatory framework for understanding the impact of promotion to partnership upon the motivation and commitment of solicitors. The intention was to make a contribution to the literature on the psychological contract by examining solicitors' perceptions of their expectations and obligations, and how these are formed. A secondary aim is to contribute to the literature by investigating a particular group of professional staff looking in particular at the socialisation processes and the role of organisational citizenship behaviours in relation to promotion to partnership. These objectives were intentionally broadly defined, the aim being to enable issues to emerge as relevant through the processes of data collection and data analysis.

### **Why study solicitors?**

Solicitors were selected for the focus of this study because they are a profession in transition (Empson, 2007b). Although this can also be said of other professions, solicitors are about to embark upon a period of structural changes due to the enactment of the Legal Services Act in November 2007. Until 1967 law firms were restricted to no more than 20 partners and this led to an atmosphere akin to a 'gentleman's club' in some respects, with very little in the way of formal managerial practices. This has changed rapidly over the last 40 years with the 'big bang' approach to deregulation in the 1980s and the growth of large international firms of lawyers (Empson, 2007a). These environmental changes have led to significant alterations in the employment relationships between partners and fee earners. It will be argued that these changing relationships have required adjustments to the psychological contract of solicitors.

One important element of the psychological contract of solicitors is the decision whether to strive to be promoted to partnership. This decision will have a major impact upon the effort which is required in terms of the number of hours worked and may also have a major impact upon the rewards available. The process of promotion to partnership is a form of tournament:

*"The rules of a tournament are straightforward ... You must start at the bottom to have a shot at the top. ... You must be willing to work hard and long*

*at substandard wages. In order to advance in the tournament, you must prove yourself not merely above average but spectacular. ... And finally, once you come to the sad realisation that you will never make it to the top, you will quit the tournament."*

(Levitt and Dubner, 2005)

Although Levitt and Dubner were referring to drug dealers, and it is hard to describe solicitors as receiving substandard wages, nevertheless the quotation is an accurate portrayal of the issues around achieving partnership. Most solicitors in the past have not stayed, or been allowed to stay, in those firms which operate an 'up-or-out' policy, (meaning either be promoted or leave), once it was clear that they were not going to achieve partnership. They may move to smaller firms where they may feel they stand a better chance of making partner, they may move 'in-house' and carry out legal work for a public or private sector employer, or they may leave the law altogether.

Many law firms are merging with other law firms in order to provide economies of scale and to compete more effectively in the international legal market. Further changes to the structure of law firms are planned as the Legal Services Act (2007) recommended the establishment of multi-disciplinary firms which will allow non-lawyers to become partners in law firms. These proposals are likely to have an impact upon the possibility of being promoted to partner in the future.

A review of the literature reveals that to date the psychological contract of solicitors has received little attention, perhaps because of the difficulties in gaining access to this group. Law firms, particularly in the City of London, are important to the economy of the UK as they contribute over £10 billion each year (Gibb, 2006) and this would suggest they deserve more attention. Research has been conducted upon other professional groups, particularly in the medical sector. However solicitors are particularly interesting because of the way in which law firms are managed and because of their reliance upon the partnership structure of ownership. The current research focused upon solicitors who work in commercial firms in the UK; it is these firms which employ large numbers of solicitors and work primarily for corporate rather than private clients. The potential financial rewards are likely to be greatest in

commercial firms and issues about promotion to partnership are likely to be most acute.

### **Why study the psychological contract?**

The psychological contract was conceived as an attempt to understand employees' responses to the employment relationship, and in particular their attitudinal responses such as commitment and motivation (Guest, 1998a). It helps to offer an explanation for the feelings and behaviours of those affected by changes in the workplace. The interest in the psychological contract may be because it can help to explain complex phenomena, discriminate between organisations and predict individual behaviour. It helps to add to our understanding of the more traditional organisational behaviour topics such as commitment, job satisfaction and organisational climate (Sparrow, 1998).

The initial intention of the current research was to examine the role for human resource management (HRM) in managing solicitors' psychological contracts. Key techniques such as performance appraisal and reward management can be important sources of influence upon their psychological contracts. It was also anticipated there could be other factors which may have an impact upon the psychological contract, such as the type of firm the solicitor worked in, their position in the firm, and their gender. This was in line with the model of the psychological contract presented by Guest and Conway (2002b) which suggested that individual background factors such as age, position and gender could influence the psychological contract. As the research evolved it became apparent that it was the issue of promotion to partnership that was a particularly critical influence upon the psychological contract of solicitors and therefore the focus moved towards an examination of this aspect.

Although the psychological contract has proved to be an extremely popular area of research, there are a range of criticisms of its utility (e.g. Guest, 1998b). There is still no generally agreed definition of the concept with some authors focusing upon expectations and others focusing upon promises, and its theoretical base is still poorly developed. While recognising the validity of some of the criticisms, the concept does seem to have the capacity to explain some aspects of the employment relationship beyond the more traditional studies of motivation and commitment. Whereas

commitment is a one-sided concept, the psychological contract infers some level of reciprocity which could include both colleagues and clients (Marks, 2001).

Arnold (1996) argues there is a need to establish the boundaries of the psychological contract and to disentangle the concepts in order to strengthen the theoretical underpinning of the psychological contract and this research is intended to make a contribution to that process. Chapter 3 explores the theoretical basis of the concept and examines the different definitions which have evolved over time and their relative utility in examining the construct in an empirical setting.

### **Theoretical / epistemological and methodological approaches**

The methodological approach adopted is the case study with the use of mixed methods in order to provide triangulation. The focus of the research evolved as the literature review revealed the work of Guest and Conway who carried out annual reports for the CIPD on the state of the psychological contract in the UK. These reports included questionnaires which could be used to assess the state of the psychological contract in solicitors. A quantitative survey was conducted to gather data on a sample of 128 solicitors to investigate whether issues such as gender, size of firm and position in the firm had an impact upon the psychological contract of individual solicitors.

The survey provided an indication of the nature of the phenomena in the social world by counting the responses to different questions (Easterby-Smith et al., 1997). While frequency is a useful measure, it is important to understand the *meaning* of the findings and herein lies the value of qualitative techniques which are used to describe, decode, and translate (Easterby-Smith et al., 1997). In addition, in-depth interviews were conducted in order to explore the reasons why particular views were held and in order to provide rich data on the psychological contract. The intention was to analyse the information provided by participants and to provide an interpretation of their accounts. It is important to be aware of the researcher's role in the research process and to be alert to how the author's own experiences, preconceptions and prejudices affected the interpretations made. Data are the "construction or results of interpretation" (Alvesson and Skoldberg, 2000:1) and a reflexive approach is

necessary to ensure that this is recognised in the analysis. Methodological issues are discussed in Chapter 5.

The research was conducted in stages. Stage One involved a telephone survey based on the Guest and Conway surveys but tailored to the legal profession. These results then informed Stage Two which involved face to face interviews with a smaller number of respondents. Qualitative techniques of data collection and analysis were used in order to generate as rich a picture as possible. Qualitative techniques have only been used in about 10% of the research reported on the psychological contract (Conway and Briner, 2005) as most of the studies of the psychological contract are based on questionnaires, although the early studies by Argyris (1960) and Levinson et al. (1962) were based on interviews with employees.

A distinctive feature of the research is the combination of quantitative and qualitative techniques which allows triangulation of the data. In addition, data were collected from both employers and employees whereas in much of the published research only the views of employees are examined. There are four main contributions of this research:

- to provide a critique of the utility of a promissory based approach to the psychological contract and in particular upon the extent to which this can be operationalised in practice.
- to examine the impact of socialisation upon the psychological contract of solicitors as a striking feature of the research was the similarity of views expressed.
- to explore the role of organisational citizenship behaviours and in particular how in role and extra role behaviours are defined
- to enhancing the understanding of how the relationships with clients can affect the psychological contract of solicitors

Particular attention was paid to the distinction between obligations and expectations and the extent to which it is possible to disentangle these in practice. There is an examination of how expectations can be influenced, particularly in light of the changes to partnership structures which are anticipated.

## **Structure of the thesis**

The present research comprises ten chapters that collectively report how the research was conducted and the resulting empirical findings and theoretical contributions. The structure of the thesis is as follows:

Chapter 1 provides an introduction to the thesis outlining the process that led to the selection of the topic. In Chapter 2 a review of the context of the legal profession is presented to provide a foundation for the subsequent analysis. Chapter 3 comprises a review of the literature relating to the psychological contract and its impact upon motivation, trust and commitment with an emphasis on the areas of debate. In Chapter 4 the review is extended to encompass the literature relating to how the psychological contract is shaped and employee expectations of career. Chapter 5 outlines the methodology adopted in the study with an explanation and discussion of the techniques of data collection and data analysis used with a justification for the use of a case study approach.

The findings are presented in the next three chapters. Chapter 6 reports the findings of the quantitative interviews and Chapters 7 and 8 present the findings of the qualitative interviews. Chapter 7 focuses on the content of the psychological contract of solicitors and Chapter 8 focuses on the impact of promotion to partnership. Chapter 9 contains a discussion of the findings with a review of the theoretical and practical contributions together with reflections on methodological issues. Chapter 10 comprises a summary of the research, a consideration of its limitations and suggestions for further study.

## **Summary**

This chapter has covered a description of the aims of the thesis and included a brief summary of the theoretical and methodological rationale which provides the underpinning to the research. The reasons for studying both the psychological contract and solicitors as a profession were discussed. In the next chapter there will be a review of the literature relating to the context of the legal profession as an aid to understanding the position of solicitors and how it is changing. This will help to understand the process of socialisation which solicitors undergo as this was found to be an important influence upon their psychological contracts.

## **CHAPTER 2: THE CONTEXT OF THE LEGAL PROFESSION**

This chapter will look at the nature of professions and the professionals who work in them. It will examine the nature of professional service firms, of which law firms form one type. This will be followed by an examination of the partnership structure and the impact this can have upon the associates who choose whether or not to strive for partnership. It will then examine the individual professionals who work in law firms and the impact the structure of the firm has upon their psychological contract. The chapter will conclude by looking at the structural changes that are facing the legal profession which suggests that the nature of their psychological contracts will continue to change in the future.

### **The nature of professions and professionals**

#### **The nature of professions**

Any use of the term 'profession' could be viewed as contentious as the concept is not static and the groups included vary. Weber provided one of the earliest definitions of a profession by linking it to the bureaucratic concepts of division of labour and functional specification, with well defined hierarchies, systems of rules and procedures, impersonality of interpersonal relations and promotion and selection based on technical competence (Hall, 1968). Parsons (1951) demonstrated that the authority of professions and bureaucratic organisation rested on the same principles of functional specificity and impersonal standards but that professions adopted a collegial approach to achieve a shared normative end.

The 'classic' professions are divinity, medicine and law but development has occurred in phases over time. Middlehurst and Kennie (1997) argue that five main groups can be identified:

- Pre-industrial (1500): divinity, medicine and law
- Industrial (1800): engineers, chemists and accountants

- Welfare state (1900-1948): teachers, social workers
- Enterprise (1980s) business and management specialists
- Knowledge workers (1900s): information, communication and media specialists (Middlehurst and Kennie, 1997:51)

The classic view of professionalism is based on the premise that it is difficult for a lay person to judge the quality of the service provided due to the level of the skills that the professional employs. The services that professionals provide are often intangible so lay people have to take them on trust; as Macdonald (1995:30) notes, “the faithful have no means of verifying that the priest has ensured their salvation”. Markets depend upon knowledge yet many buyers in the field of professional services do not have the knowledge to judge the quality of the service. In this context, the professional ethic could be seen as protecting the consumer and hence as critical to the effective functioning of a market economy (Marquand, 1997).

Professionals are granted certain market privileges such as restricted entry and their right to self regulation. In exchange for these privileges “society expects professionals to be committed to high moral and ethical standards and to subordinate personal gain to the public interest when the two conflict” (Shafer et al., 2002:47). Professionals are effectively allowed to control the market and regulate supply and the expectation is that “in return they internalise a set of values which prevent them from abusing their market power” (Marquand, 1997:145).

These values may be reflected in the following commonly cited characteristics of professionals (Hall, 1968:93), although there is debate about the extent to which they still apply, as will be discussed later:

- professional community affiliation – the extent to which they use professional institutions as a major reference point
- social obligation – professionals are expected to prioritise public service
- belief in self-regulation – professionals should be judged by their colleagues
- professional dedication – individuals should want to do the work even if fewer extrinsic rewards were available



- autonomy – external pressures that conflict with professional judgement are the antithesis of autonomy

Professionalism can be seen as both an ideology and a behavioural control mechanism. The traditional view of the distinguishing characteristics of professionals can be seen as that of a ‘social trustee’, an ideology which puts ideas of public service ahead of commercial gain. In the past this focus on public service led to law firms setting fixed rates for work to avoid competition compromising service standards, bans on advertising and norms of respect covering issues such as the poaching of clients (Greenwood, 2007). Lawyers also include in their professional code of conduct an explicit obligation to provide ‘pro bono’ services to the needy.

Professionalism used as a control mechanism can have advantages over other forms of control. Freidson (2001) describes professionalism as the ‘third logic’, meaning social order and control via the occupation in contrast to the other two logics of the market and the organisation. From the organisational perspective, one of the advantages of professionalism is that it allows control ‘at a distance’ as individuals exercise self-management and self-motivation and thereby form appropriate work identities. The discourse of professionalism can be seen as a device to persuade the employee to behave in ways that the organisation deems to be “appropriate, effective and efficient” (Evetts, 2003a:31). For the organisation, the appeal to professionalism may include the substitution of organisational for professional values and managerial controls for collegial relations (Evetts, 2003b:406).

In professional organisations much may be expected of employees for little financial reward, yet despite this professionalism may also be an appealing ideology to many practitioners. It can promise exclusive ownership of an area of expertise and also a level of autonomy, in some cases extending to self-regulation of the work (Evetts, 2003a). Individuals cooperate as they perceive this as a way of improving the occupation’s status and rewards, both individually and collectively (Evetts, 2003b). The discourse of professionalism can be used to effect change in the occupations but also to control professionals.

Professionalism ‘from within’ by individuals who are self motivated to achieve the firm’s objectives allows the group to construct its occupational identity to promote its image to clients. In other newer service occupations professionalism is imposed ‘from above’ as a disciplinary mechanism to encourage individuals to display appropriate conduct. Evetts (2003b) regards the legal profession as the best example of a group still able to construct professionalism from within.

In contrast with this traditional, functionalist view of the nature of profession critics, who adopt a more cynical view, characterise professional status as a strategy to legitimate privileges and highlight the distinguishing feature of a profession as “purely their ability to gain societal recognition as professions” (Broadbent et al., 1997:23). The view of professionalism as a value system has also met with some scepticism and a belief that professions were better characterised as “elite conspiracies of powerful occupational workers” (Evetts, 2003b:401).

The ‘professional project’ was a concept developed by Larson (1977) to describe the process whereby an occupational group sought a monopoly in the market to improve its status and upward mobility. The ability to ‘close’ markets enables the profession to control the education and training of those they license as practitioners, thereby restricting entry to a limited group of ‘eligibles’ (Larson, 1977). Their privileged position allows economic success to flow from a legal monopoly of knowledge based services and social success to flow from a perception of high status and respectability (Macdonald, 1995). Thus professionals both provide a service and also use their knowledge and power to obtain personal financial rewards (Evetts, 2003a) .

The rationale for the level of financial reward, or at least that often advanced by the professions themselves, is that professionals need to be paid enough to minimise the temptations to abuse their powerful position compared to their clients (Dingwall, 2008). Society is quick to criticise what may be seen as the “greedy and self-serving nature of professionals” (Noordegraaf, 2007:767) but there is an inherent ambivalence in attitudes. On the one hand professionals may be seen to be scheming hard to secure their power positions but at the same time high rewards are seen to be important in securing occupational performance.

Noordegraaf (2007) argues that professionals must be part of a professional association in order to obtain special privileges. These associations typically supervise professional conduct and deal with complaints in order to provide a system of checks and balances. The professional associations in principle exist to prescribe moral conduct and guard the normative value systems (Noordegraaf, 2007). One implication of such professional regulation is that individuals who are in significant breach of their code of professional conduct should not be allowed to practice. However as Friedson (1994) notes, formal expulsion or discipline of any sort has been rare in the professions. He believes that “this characteristic depiction of social control within the professions has become too far removed from reality to be useful even as an ideal type” (Freidson, 1994:129).

The Law Society is the professional body for solicitors and is responsible for determining the training of solicitors, regulating admission to practice and also in evaluating standards of performance (George, 2009). In common with other professional bodies, it aims to ensure that entrants to the profession have been through an appropriate system of selection, training and socialisation (Macdonald, 1995). The Law Society has a Code of Conduct for solicitors designed to ensure that appropriate professional standards are maintained. Most legislation affecting a profession is shaped by that profession and socialisation enforces norms of practice which may be more stringent than legal controls (George, 2009).

There is a strong contradiction inherent in professionalism within so called knowledge societies. Such societies call for the knowledge and skill of professionals, but at the same time may resist the power aspects associated with strong professionalism. This highlights the multidimensional nature of professionalism as it may be simultaneously respected and despised. There have been concerted and effective attacks on the classic professions who have achieved strong control measures and doctors in particular are increasingly subject to non-professional and outside control (Noordegraaf, 2007).

There is an increasing emphasis in modern economies on cost control and performance management which make professional autonomies hard to maintain. It is argued that professions have to adapt to organisational and bureaucratic realities to the extent that instead of *status* professions we now have *occupational* and *organisational* professions (Noordegraaf, 2007).

### **Challenges to professionalism**

Professions have been perceived as under threat from a range of organisational, economic and political changes. Broadbent et al.(1997) provocatively entitled their book ‘The end of the professions?’ as professions are seen to be affected by a decline in their ability to exercise control over their work. Alongside this is an increase in the use of the term ‘professional’ in new occupational contexts. Since the 1960s the expansion of higher education in the UK has meant that ‘organisational professionals’ have become more numerous, though alongside this rise a variety of management practices have been used to prevent staff from pursuing their own occupational (professional) interests in order to achieve commercial success by increasing their productivity.

Professionals are increasingly subject to a range of performance targets brought in to justify public expenditure on their activities. Doctors and academics have experienced the reduction of their professional monopoly through the introduction of quasi-markets in the NHS and higher education (Glover and Hughes, 2000). As both clients and performance targets become more demanding, there is pressure to ‘professionalise’ the workers. This is achieved by increased training and more bureaucratisation. Private sector organisations also specify targets, whether for billable hours or fees earned so the reality of professionalism for most is the need to submit to managerial (and in some cases political) target setting. Hanlon (1999) in his book looking at the relationship between lawyers and the state concluded that “The state is engaged in trying to redefine professionalism so that it becomes more commercially aware, budget-focused, managerial, (and) entrepreneurial” (Hanlon, 1999:121).

Hanlon (1997) argues that there has been an increasing ‘commercialisation’ within the legal profession, and the growth of commercial firms has led to the need for a re-assessment of the future of professionalism within the law. There has been a downgrading of values such as public service in favour of market values and Hanlon argues that the focus on market values has polarised the profession and led to very different versions of professionalism. The emphasis is often on profitability and business issues, and this is perhaps unsurprising given the nature of the work of commercial firms. This view is supported by Boon who paints the law profession as

characterised by “work pressure, pressure to bill, fuelled by cynical commercialism and organisational conformity” (Boon, 2005: 231).

Greenwood believes that increasing competition and size have led to a “shift in how professionals think about ‘professionalism’” (Greenwood, 2007:193) and it has been argued that “the rhetoric of professionalism creates unrealistic expectations” (Boon, 2005: 254). There can be a tension between commercial and professional values and there have been recent examples, including Enron, where the commercial interests of accountants have clearly outweighed professional considerations. The largest law firms have a turnover in excess of £1 billion and it is hard to reconcile this with a social trustee view of professionalism. A view of the professional as an ‘expert’ rather than a trustee would remove the obligation to focus on public service and adoption of this perspective “legitimises a more commercial approach to the conduct of law firms” (Greenwood, 2007:192).

The working environment in the UK has changed due to the widespread availability of information technology with its ability to store, retrieve, analyse and communicate data. These data are now available to more people and as clients have become better informed they have become more demanding about the services delivered. Once clients have access to professional sources of knowledge, the nature of professional work “will have to change or risk becoming obsolete” (George, 2009:33). If parts of professional work are deskilled this can lead to it being carried out by less qualified professionals. The ‘factory firm’ arises when firms seek to compete on costs, rely heavily on technology to reduce their costs and use legal executives to carry out much of the work (Hanlon and Shapland, 1997).

There is a large literature on the conflicts which can arise from the clash of professional and organisational norms (e.g. Bucher and Stelling, 1969; Hall, 1968; Bunderson, 2001). Professionals may enter their jobs with ideal and sometimes unrealistic expectations; a ‘romantic image’ developed due to the perceived prestige that society attaches to professional jobs (Lait and Wallace, 2002). Professionals may experience considerable tension between their day to day work experiences and their professional expectations and values and this may result in job stress.

An increase in the size of professional firms will lead to an increased need for co-ordination, requiring full-time managers and/or the need for control systems, which in turn will have an impact upon the autonomy of the professionals. A modern law firm “can no longer be left to run as a loose confederation of independent spirits who simply share overheads and a dining room” (Dawson 1994:9). The traditional model of master and apprentice does not provide them with a capacity to become ‘corporate’.

The reality of professionalism has been different to the rhetoric as governments have promoted a managerialist culture in the professional public service sector in an attempt to reduce costs. In practice professionalism can involve budgetary restraints and increased political control. Managerial positions in firms are likely to reflect the bureaucratic values of the firm more than those of the profession so managers are likely to experience more tensions between their professional and organisational commitments (Wallace, 1993).

Concerns have been raised that bureaucratic pressures have reduced autonomy and impaired professionals’ integrity and objectivity (Hall, 1968; Leicht and Fennell, 1997) and have led to what Shafer et al.(2002) refer to as organisational-professional conflict. Their research suggested that as individuals move up the hierarchy of the bureaucracy, they display greater concern for organisational values and less concern for professional values. They argue that organisational-professional conflict may be associated with certain dysfunctional work outcomes for more junior staff, such as lower levels of organisational commitment and job satisfaction, and higher turnover intentions (Shafer et al., 2002). These outcomes can also be seen as manifestations of a psychological contract which has been breached in the eyes of the employee.

Middlehurst and Kennie (1997) argue that there is a need for a ‘new professionalism’ which goes beyond the provision of expert advice to clients and places more emphasis on running the business and forming relationships with a wide range of people. The professionals themselves may need to develop different attitudes and behaviours with quality in client services and relationships at their heart for both professional and commercial reasons.

### **The nature of professionals**

A taxonomic approach to professions suggests that they display unique attributes, including the possession of specialised skills, which distinguishes them from other non-professional occupations. Professionals are highly educated and have learned to apply abstract knowledge to individual cases. Freidson argues that they are distinctive because “they bring a special attitude of commitment and concern to their work” (Freidson, 1994:128). This level of commitment which is seen as a vital aspect of the role of a professional is also a key aspect of an individual’s psychological contract.

It is argued that professionals traditionally possess a number of key identifiable traits:

- Authority and status flowing from expert and highly valued knowledge
- Trust as a basis for professional relationships
- Adherence to standards and professional ethics
- Independence, autonomy and discretion
- Dedication, reliability, flexibility and creativity

(Middlehurst and Kennie, 1997:52)

Professionals seek to establish their legitimacy by building notions of professionalism involving a range of attitudes and behaviours. They use knowledge and skills which are codified to an extent and they also require behavioural skills so they know how to speak and dress and act as a professional (Noordegraaf, 2007). The aim of professional training is to achieve not only necessary knowledge and skills, but also to acquire the appropriate values and attitudes. Grey (1998) goes further and argues that being a professional is seen as being more to do with ways of conducting oneself than with the possession of technical knowledge or having a licence to practise.

It can be argued that the changes in the nature of professional work mean that different skills are now needed, with an emphasis on social skills in order to maintain good relationships with clients. These changes have led to a review of the characteristics of professionalism discussed above. Technical expertise is no longer sufficient and trust can no longer survive if based solely on “professional mystique”

(Middlehurst and Kennie, 1997:59). Traditional autonomy is being challenged by notions of quality and accountability and this leads to a need to re-appraise the notion of professionalism.

### **The socialisation of solicitors**

Professional training educates members with specialist expertise and it also involves extensive socialisation into the values of the profession and the expected standards of judgement, loyalty and integrity (Svensson, 2006). The lengthy period during which an individual is assessed for suitability to join the partnership is partly to ensure the individuals' professionalism can be trusted by both clients and fellow partners (Galanter and Palay, 1991). Self discipline is key and control is internalised rather than external to inculcate "‘appropriate’ work identities, conducts and practices" (Evetts, 2003b:406). This forms the basis of the solicitor's developing psychological contract (George, 2009) which in turn impacts on their professional identity.

The process of both occupational and professional socialisation involves the internalisation of the norms and values of the group into the individual's behaviour. Socialisation is the process by which an individual is evaluated and groomed to join the profession and to become part of the team which owns the business. It has been defined as "the social conditioning of the human personality" (Cavenagh et al., 2000:897) and "the process by which individuals are moulded by the society to which they seek full membership" (Fogarty, 1992:130). Individuals may well change their behaviour in order to achieve the results to which they aspire and typically seek to conform to avoid the disapproval, especially of the more powerful members of the society or profession, which would result from nonconformity.

Professional behaviour of solicitors is shaped by five main agents or actors: the state; educational institutions; professional associations; clients; and their colleagues in law firms. Interactions between these actors create institutionalised norms relating to professional work which are shared by others within the defined professional arena (Faulconbridge and Muzio, 2007). There is an interaction between the culture of the profession and that of the organisation, and professional commitment can influence the development of organisational commitment (Fogarty, 1992).



Solicitors are inculcated with the standards of professionalism through formal training and informal socialisation. Socialisation enables a reconciliation of the interests of the individual with those of the collective; the individual needs to demonstrate that they will act in accordance with the wishes of the partnership as a whole. Throughout the ‘apprenticeship’ period, “the potential partners are learning to subsume their own identity into that of the profession, the organization, and ultimately, the partner group” (Empson, 2007b: 23). The process ensures the professional internalises an extensive set of norms which over time becomes an integral part of their identity.

Professional training shapes the relationship between a professional and the firm by “suggesting a set of *a priori* expectations about roles, rights and obligations” (Bunderson, 2001:719). These expectations will then form part of the psychological contract. The master/servant or master/pupil relationship that typifies much professional training provides an ideal opportunity for the trainee professional to observe the required behaviours and receive feedback on performance so that their behaviour and attitudes more closely resembles those of the ‘master’. Junior solicitors are closely supervised with the aim of fostering informed and critical reflection on the job experience as well as directing the activities themselves (Mayer-Sommer and Loeb, 1981). The aim is for the individual to internalise organisational goals as this tends to lead to high productivity and a high level of ‘spontaneous’ behaviour which goes beyond formal role requirements and is often referred to as Organisational Citizenship Behaviour (OCB) (Organ, 1990).

Law firms can also experience socialising tendencies in terms of behaving in similar ways to other commercial law firms. Over time firms are likely to resemble other firms as there is a “common tendency to shape themselves according to the demands of a shared environment” (Fogarty, 1992:131). A key tool in changing behaviour is economic coercion which uses power to influence exchange behaviour. Fogarty (1992) when writing about accountancy firms argues that “the probabilistic offer of admission to partnership provides a rather (sic) unique opportunity for the accounting firm to economically coerce a wide set of behavioural responses from its staff” (Fogarty, 1992:139).

All solicitors undergo a very similar socialisation process over a considerable period of time in three main stages. The pre-socialisation stage depends on experiences in the family and at school. Solicitors have traditionally been drawn from a middle class background, with one in five law students having a close relative in the profession (Boon, 2005); this may help to ensure a broadly common level of prior socialisation. In addition there are a number of media representations of life in the law which can influence expectations.

The formal socialisation stage starts during professional training. In the past solicitors entered the profession without a degree and completed their articles over a five year period, but since 1990 the Law Society's Training Regulations have required that aspirant solicitors must in most cases have completed a three year law degree (The Law Society, 2005e). This is followed by a one year Legal Practice Certificate, then by a two year training contract including completion of the Professional Skills Course. The alternative route for non-law graduates is the one year Graduate Diploma in Law (GDL), previously called the Common Professional Examination (CPE), followed by the training contract (The Law Society, 2005e).

Whichever training route is followed, students will be taught for the most part by qualified solicitors and barristers (master/pupil) who are in a position to impart norms of professional conduct in addition to the technical content of the law. Learning to behave in an appropriate professional manner can involve the unfreezing of old values and the development of new ones and can be painful to experience as newcomers are stripped of their former identities (George, 2009). Part of the process of professional socialisation is to erase identity to encourage assimilation into the dominant culture (Sommerlad, 2008), though this may be a less dramatic change for those with relatives in the law.

The process of socialisation into a particular firm may begin at the recruitment stage which in many commercial firms will involve a short placement. It continues as the solicitor observes the partners and learns the appropriate technical and interpersonal skills; this process culminates at a later point in time in the process of partner selection (Empson, 2007b). The traditional apprenticeship system is effective in this process as the master models behaviours and effectively remakes trainees in the image

of the firm. This process covers more than legal knowledge: it also covers, for example, what clothes to wear, what to say and how to say it (Sommerlad, 2008). The development of a commanding physical presence is also important (Kumra and Vinnicombe, 2008). The aim is to be perceived by the partners as ‘people like us’ so ‘likeability’ (Kumra and Vinnicombe, 2008) is an important factor. The post-socialisation stage is used to describe those who have completely internalised the profession’s culture (George, 2009).

During the period of socialisation the professional psychological contract is developed as individuals adjust their initial psychological contracts in line with those held by more experienced members of the firm. This will be a dynamic process and will depend upon exposure to particular events and individuals over time. Thus professional socialisation is accompanied by organisational socialisation. Individuals try to reduce the uncertainty they are experiencing and they need to obtain sufficient information to enable this sense making to occur.

For professional workers it may be important that they perceive that the organisation’s goals and values reflect their professional goals and values. (Thompson and Bunderson, 2003) refer to ‘ideology infused contracts’ where the employee feels the employer has an obligation to promote a cause they value highly, and can experience violation if the employer appears to abandon an espoused principle.

### **The professional-client relationship**

It can be argued that it is the changing nature of the client which is responsible for a number of the changes in the legal profession which have been identified. It has been suggested that there has been a move away from professional dominance, so that the lawyer is no longer the dominant party in the relationship with the clients (Hanlon and Shapland, 1997). This is evidenced by the increasing need to tender for work and the growth in legal sophistication of the larger commercial firms who form the majority of the clients of the larger commercial law firms. This has led in some cases to the “subservience of the practitioner to the client” (Sommerlad 2002:217).

In the past, lawyers were dealing in the main with individuals who were owner/managers rather than corporate bodies or teams of in-company experts. The clients of commercial law firms may be in a better position to monitor the quality of the service they receive as they are repeat buyers in the main, and may be legally qualified themselves, and this may lead to greater expectations of the service to be provided. Increasingly companies have expanded their in-house legal departments to try to increase efficiency and reduce costs (Uzzi et al., 2007). In-house lawyers see themselves as corporate employees and represent the interests of their employer by acting in a commercially focussed way.

This has led to a change in the professional-client relationship as the managers may now tend to treat their lawyers in a manner similar to other commodities (Leicht and Fennell, 1997). Law firms have responded by establishing modern management structures based on committees and the employment of non-legal professionals and this change in structure will have implications for the number of partners they wish to appoint. This shift in the relationship has forced commercial law firms to re-define their professional role in a different way to other sectors of the profession.

The relationships with clients can be either at arm's length or embedded (Uzzi et al., 2007) and the latter are characterised by expectations of trust as individuals try to maintain the reciprocity of the relationship. The aim for lawyers may be to achieve what has been called the 'trusted advisor role' (Maister et al., 2000) as this indicates a relationship which operates under mutual trust rather than written agreements. There is a need to develop strong client relationships and the emphasis in commercial firms is upon client satisfaction which requires a solicitor to go the 'extra mile' for clients. One of the expectations that clients have of solicitors is that they will make themselves available at short notice to satisfy client needs, and this expectation is reinforced by the partners in the firm.

One way of dealing with this aspect of the legal professional's work would be to consider the relationship between client and lawyer as if it were itself a psychological contract or at least a contributor to the psychological contract, though such a proposal risks diluting the construct. It is perhaps better to recognise the strength and impact of the relationships which some solicitors form with some clients but to regard these as

important component of the psychological contract rather than as psychological contracts themselves. On this point, it is worth noting, in passing, the possible contribution of research into ‘emotional labour’ (e.g. Hochschild, 1983) to the understanding of the client dimension in psychological contracts. Expectations of both employers, or their representatives, and employees about what is appropriate behaviour in client or customer facing roles are increasingly taking account of emotional and other traditionally more private aspects of the person within their employment. Chapter 7 includes accounts of such strong ties between solicitor and client which have affected career decisions.

## **Law firms**

The last ten years have been a period of extraordinary change for law firms in the UK (Gabarro, 2007:139). There has been a rapid growth of corporate law firms fuelled by changes in the competitive landscape and continued globalisation of business. Many corporate law firms have grown significantly in both size and revenue, with Clifford Chance, the largest UK law firm valued at over £1 billion (Herman, 2007b). Some of this growth has been achieved by mergers with other firms to create “global mega firms” (Gabarro, 2007:xvii) such as Linklaters and Freshfields. The traditional model based on partnership has been strained by the “rapid growth, increased competitiveness and greater complexity of the last decade” (Gabarro 2007:xxii).

Although some firms have achieved major growth, at the heart of every professional service firm are the individuals who have the knowledge and skills for which clients will pay high fees. Thus it remains the case that despite the changes in the structure of law firms, the most important assets of a firm remain the individuals who typically have a strong sense of their own worth and who value their autonomy (Empson and Popham, 2007). Managing the psychological contract of these individuals can have a major impact upon the financial success of the firm (Maister, 1993).

In order to understand the context within which law firms operate, it is important to clarify their position as a professional service firm, a category which includes consulting, accountancy, architecture, and engineering amongst others. These firms

differ in significant ways from many other organisations and face a particular set of management issues (Lowendahl, 1997; Maister, 1993). These can include an orientation by the individual to the profession rather than the firm where they happen to be currently employed (Gray 1998). This could have a significant impact upon the psychological contract of solicitors as individual firms may not exert the same influence as in other types of jobs. This orientation may lead to a reluctance to be 'managed' and a preference for focusing upon client needs over the needs of the firm.

According to Lowendahl (1997:20), the work of a professional service firm has the following characteristics. It:

- is highly knowledge intensive with services delivered by people with higher education
- involves a high degree of customisation
- involves a high degree of discretionary effort and personal judgment by the experts delivering the service
- typically requires substantial interaction with the client or individual firm representatives involved
- is delivered within the constraints of professional norms of conduct, including setting client needs higher than profits

These features are typical of a commercial law firm. Solicitors are expected to apply the relevant law to the particular circumstances of each case and this requires forming relationships with the client and ensuring that the advice given will meet their business needs.

Law firms have traditionally been seen as a community of practitioners who have been managed using bureaucratic principles. Managing the changes required by external developments as firms become more entrepreneurial can be difficult as professionals have expectations of autonomy, loyalty exists to the profession as well as to the firm, and external networks with clients and colleagues are as important as internal networks.

The changes outlined above have led to changing relationships between professions and complex organisations (Leicht and Fennell, 1997). The increasing size of law firms and their increasingly global operations has changed the nature of professional control from relatively informal collegial relations among peers to more formalised relationships. This has led to the stratification of professionals into “rank and file practitioners and supervisory elites” (Leicht and Fennell, 1997:217). Increasingly law firms have been appointing other professionals such as accountants and HR managers and thus some of the hierarchical control over professional work may be vested in professional managers rather than peers.

Law firms apply complex knowledge to non-routine problems and trade mainly on the knowledge of their human capital (Greenwood and Empson, 2003). There are high costs in supervising non-routine behaviour so it is more efficient to develop self-monitoring practices than to rely upon formal controls. Where individuals possess knowledge which is critical to the firm, they can be encouraged to ‘invest’ this knowledge by sharing in the ownership of the firm. If knowledge can be commodified to the extent that it is no longer the property of the individual, “there is less need to ensure their cooperation by offering them a share of ownership and a say in the management of the firm” (Empson, 2007b: 17).

### **The structure of law firms**

A law firm has been defined as a business unit wholly owned by lawyers (Mayson, 1997). It comprises lawyers of varying degrees of expertise and experience, together with support staff who work with each other to meet the needs of clients in order to achieve the firm's business objectives. These objectives are to match the legal and managerial know-how within the firm to the clients' needs for legal services, and to deliver those services in such a way that economic and other benefits result both to clients and to the law firm (Maister, 1993).

The typical law firm has three levels: the ‘finders’, ‘minders and ‘grinders’ (Maister, 1982). The ‘finders’ are the owner-partners who deal externally with client relations and internally with the policy and direction of the firm; the ‘minders’ are the managers who deal externally with clients and supervise the junior staff, and at the

bottom are the ‘grinders’, the recently qualified professionals who are hoping to ‘make it to partner’.

The structure of a law firm can be distinguished from the prevailing corporate model which evolved in the early 19<sup>th</sup> century. The corporate model was developed to manage large manufacturing business and has an emphasis on specialisation by function, with a clear distinction both between managerial and producing roles, and management and ownership functions. Traditionally law firms adopted a different model which has been described as a “three-tiered stratified apprenticeship” (Gabarro, 2007:xx). Much of the practice of law is learned ‘on the job’ and the work is typically done in small teams. Gabarro argues that this model is suited to the expertise-based nature of the work and the type of professional they attract. The key assets in such a firm are technical knowledge, client relationships, and reputation (Gabarro, 2007: xxii). These assets can be used effectively by allowing junior professionals to develop expertise under more senior staff.

The widespread introduction of information technology has led to the standardisation of many procedures which has led to reduced costs and increased margins (Gabarro, 2007). Firms compete on costs by using technology where possible and using paralegals or legal executives to do as much of the work as possible, particularly in areas such as conveyancing. This has led to the formation of what Sommerlad referred to as the “factory firm” (Sommerlad 2002:217).

Over the last few decades there has been an increasing sophistication in the practice of law in most countries and this has also led to changes in the structure of law firms. Firms have typically become larger, often due to mergers, and global firms have become established to service the needs of global companies who have business interests around the world. Traditionally, law firms kept their distance from concepts such as professional management, when it was thought that professional competence was sufficient to attract clients and create a decent living. Pressures increased with the need for lawyers to attract and service clients from foreign jurisdictions (Savvides, 2002). In the UK there has been increasing legislative and government intervention (Hanlon and Shapland, 1997) and this has been accompanied by increasing



fragmentation of the profession based on criteria such as client size, firm size, work performed and the form of professional regulation.

### **The impact of commercial firms**

Large commercial firms, which are the focus of this research, are very different in nature from typical high street law firms to the extent that they are “barely recognisable as part of the same profession” (Boon, 2005:240). The average size of the world’s ten largest law firms is over 2000 solicitors, and the largest, the American firm of Baker & McKenzie, has over 3000. This compares with the largest accountancy firm, Pricewaterhouse Coopers, which has over 100,000 professionals (Greenwood, 2007). The largest ten solicitors firms had a market share of 47% in 2000, although in accountancy the top five firms account for 70% (Davies, 2005). A number of observers feel that the traditional model of law firm organisation is no longer viable (Gabarro, 2007) for such large firms and there is a need to adopt more contemporary forms of management.

In 2005, there were a total of 9081 firms of solicitors in England and Wales. The total turnover of the top 100 commercial firms in 2006 was £10.8 billion, and lawyers personally made a collective profit of £3.5 billion (Gibb, 2006). Solicitors are dominated by a small number of large firms. Only 1.4% of firms have 26 or more partners but they employ 38.1% of solicitors. The largest firms with over 81 partners represent only 0.3% of the total but employed 22.2% of all solicitors in private practice. The largest UK law firm, Clifford Chance, billed £1.16 billion in 2006 and shared £312 million between the partners, giving an average of £810,000 per equity partner (Gibb, 2006).

The ‘gearing’ or ‘leverage’ ratios change as firm size increases, with the largest firms employing 3.1 assistant solicitors per partner, compared with between 0.4 and 2 in the smaller and medium sized firms. These higher leverage ratios can be seen as a proxy for profitability levels (Morris and Pinnington, 1996). The employment of large numbers of more junior staff would suggest that “large law firms may be qualitatively different to their smaller counterparts in terms of their organisational structure and control” (Hanlon and Shapland, 1997:108). The gearing possible in larger law firms

means they are able to make higher profits as junior staff carry out most of the work while the partners reap the rewards. The opportunity for promotion creates a strong incentive to work hard and maximise fee income earned so firms can increase their leverage ratios without increasing their monitoring costs.

Until 1967 no law firm was allowed by law to have more than 20 partners but firms grew rapidly in size after this restriction was removed. Hanlon (1997) defines a large commercial firm as one with between 20 and 54 partners whose clients are generally medium to large public or private clients. Hanlon uses the label 'elite' firms to describe those which have 55 partners or more, with clients who are typically large, publicly quoted firms or state organisations. These firms serve influential clients in the corporate sector, and typically operate across international boundaries. These global firms have reorganised their structures accordingly and redefined their concept of professionalism so that it has more in common with the commercial firms which they serve.

There is an influential group of about 20 very large firms, located in the City of London, providing specialised work to large corporations, popularly known as the 'Magic Circle', including firms such as Clifford Chance, Freshfields, Linklaters and Slaughter and May. These firms attract elite clients who want the best lawyers for the most challenging work (Faulconbridge and Muzio, 2008). They make a substantial impact on the profession by training many of the next generation of lawyers. Working in a large law firm is generally regarded as the most challenging and prestigious career option as this involves handling larger cases for large and wealthy clients, which in turn typically demands working longer hours (Wallace, 1997). The need to individualise the service provided to a large corporate client has implications for the type of lawyer it will be necessary to employ, and the sort of experience and therefore career development it will be possible to provide.

A trend which is likely to continue is that lawyers in large firms will be judged as much on their commercial awareness as their narrow legal specialism. This could have an impact upon their psychological contract if they see themselves as 'business people' primarily with a focus upon entrepreneurial activities rather than lawyers.

There is a move away from departments based on legal specialism to groups based on

market sectors. It is argued that this allows firms to become more market driven by encouraging a greater understanding of a particular industry, and also increases a firm's capacity to cross-sell its services. As Hanlon notes, "law firms now stress their understanding of business and commercial issues as a means of selling their legal services" (Hanlon, 1997:810).

### **Roles in law firms**

The basic structure of the modern large law firm has remained the same for more than a century. There were articled clerks, now called trainees, solicitors and partners, together with secretarial support staff. As firms have become larger new roles and levels in the hierarchy have been introduced. There may be a number of paralegals or legal executives who carry out much of the less skilled work but who cannot hold partnership positions. Newly qualified solicitors may be called assistant solicitors and after three or four years they may be promoted to associates. In larger firms they may also have senior associates, and this role may be used to recognise someone's contribution where they are unlikely to become partner. Associates must complete a probationary period, typically eight to ten years, during which they are expected to demonstrate their ability and commitment to the firm. At the end of this period the firm selects the 'best' of these to become partners.

There are different levels of partnership in a firm. A salaried partner is an employee of the firm while an equity partner is an owner of the firm. The reduction in the number of equity partners (Clark, 2006) as they try to improve their 'profit per equity partner' (PEP) figure has been accompanied by the creation of non-equity or salaried partnerships. The use of a salaried partnership allows a firm to assess whether a candidate is able to generate an income, deal with clients, and lead a team before making a final assessment on equity partnership. It also may be used to retain those who feel it is important to have the title 'partner' on their business card.

An alternative route is to award associates the job title of 'counsel'. These lawyers are employees of the firm like associates, but unlike associates, and more like partners, they generally have their own clients, manage their own cases, and supervise associates. These relationships are structured to allow more senior solicitors to share

in the resources and 'brand name' of the firm without being a part of management or profit sharing decisions (Binham, 2007). Some former equity partners are given the title of 'consultant' to allow a more gradual retirement from the firm.

### **Gender issues in law firms**

Lawyers are expected to adopt a 'professional self' that subsumes other aspects of their identity (Wilkins, 2007), though the point on emotional labour above offers a critical comparison. Thus race, gender and ethnic background are formally seen as being irrelevant to the ability to be a lawyer. This view has been described as "bleached out professionalism" (Wilkins, 2007: 57). If this view is adopted internally by solicitors then it would be understandable if issues such as gender did not have a great impact upon their psychological contract.

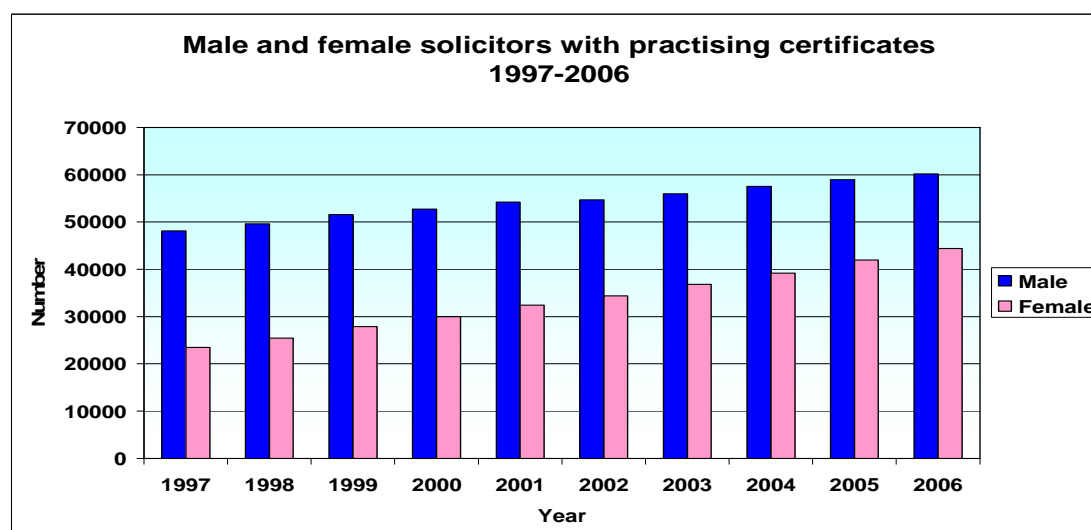
However as Macdonald (1995:150) points out, "discrimination against women is particularly pronounced in the law". Many aspects of the legal profession are seen as requiring 'male' characteristics to carry them out satisfactorily, such as aggression, and women are perceived as lacking the necessary size and strength. The ethos of the law is seen as 'masculine' and if women wish to succeed they will have to adjust their behaviour accordingly. Macdonald reviews male lawyers' definitions of women and notes the following prejudices. Women are sexual objects which can either give them an unfair advantage or allow them to be dismissed as 'just a pretty face'. They are seen as inferior to men and less able to "participate in the shared understanding that exists between men" (Macdonald, 1995:151). Their emotional nature impairs their professional judgement and they are either 'too tough', or 'not tough enough' which leads to a no-win situation.

Women were excluded from practising as solicitors until 1922 and until 1985 still accounted for less than 10% of private practice solicitors (McNabb and Wass, 2006). The Law Society produces Annual Statistical Surveys (The Law Society, 2006) which are the source of the following figures. In July 2006 there were 131,347 solicitors on the Roll, of whom 104,543 had practising certificates. Since 1971 the total number of solicitors has grown by a factor of four. Subsequent figures will only relate to those

solicitors holding practising certificates. 77% of solicitors work in private practice, with the rest working in industry, commerce and the public sector.

Women now account for 42.5% of solicitors, and their number is increasing at a faster rate than men. In 2006 of the 7075 new solicitors admitted to the Roll, 59.4% were female and 40.6% were male. Ethnic minority solicitors comprise 9.1% of solicitors. The average age of male solicitors in 2006 was 43.9, and of female solicitors 36.7. The average age of male partners was 47.7 and of female partners 43.1. Around 42% of all solicitors are employed in London and the South East (The Law Society, 2006).

The following graph shows the increase in the total number of solicitors between 1997 and 2006, and also how the proportion of female solicitors has been increasing.



Source: Law Society Annual Statistical Surveys (The Law Society, 2006)

**Figure 2—1 Male and female solicitors with practising certificates 1997-2006**

In England and Wales women have comprised around 50% of new admissions for over 10 years and, as Sommerlad (2002:215) points out, the conditions should now be generated “where gender has ceased to be relevant for career development”. However in practice there seems to be indirect discrimination against those who have caring responsibilities, or indeed those whom it is feared may acquire these responsibilities (Webley and Duff, 2007). In 2000, based on Law Society statistics, “women solicitors

in England and Wales were, on average, offered starting salaries 6.2% below the average for males” (Sommerlad, 2002:215).

On average, female solicitors earn only 56% as much as men (McNabb and Wass, 2006). Women earn 63% of the annual salary of male partners; women associates earn about 73% of male associates and even with newly qualified solicitors “the ratio of female to male earnings is 0.83” (McNabb and Wass, 2006:224). The reasons for this include a historical under-representation of women in the profession, different career paths in terms of area of law and career breaks, and sex discrimination. The pay-gap can also be explained by women's limited access to partnership status. The end-load compensation incentive systems typically used by law firms can disadvantage women as the extent to which compensation is deferred is greater.

Based on the Law Society survey data of 1999 and 2001 McNabb and Wass (2006) found that due to family commitments, women may work and therefore bill fewer hours. For those working full time, the ratio of female to male hours is 92% and female to male billable hours is 96% (McNabb and Wass, 2006). At partnership levels the differences in hours worked and billed is small. Women solicitors are more likely than men to take career breaks and to take longer breaks. They are more likely to specialise in lower paid family work and less likely to live in London where salaries tend to be higher.

Interestingly McNabb and Wass found that “neither marital status nor the presence of dependent children affect (women’s) earnings once billable hours and post-qualification experience are controlled for” (McNabb and Wass, 2006:228). For men, being married and having children are both positively related to earnings. The finding that taking parental leave has a positive effect on women partners is curious and may reflect that they are simply better lawyers or in other words, firms only promote women who have had a career break if they are high performers. McNabb and Wass concluded that women are under-represented at senior levels in the profession for gender related reasons and women who do make it to partnership level are paid less.

Kumra and Vinnicombe (2008) studied the promotion to partner process in a consultancy firm and concluded that it is sex biased. They identified two areas of disadvantage for women: firstly the “proactive approach to demonstrating their individual contribution” (Kumra and Vinnicombe, 2008:s65) does not come naturally to many women who feel that their contribution should be noticed by their managers without the need to ‘blow their own trumpet’. Secondly, the prevailing model of success within a firm is a very masculine one and women can find it more problematic to ‘fit’ this, whether due to an unwillingness to embrace the drinking culture or an inability to demonstrate the required level of commitment due to domestic responsibilities.

The annual Working Lives Survey (The Law Society, 2005a) indicates that on average, males are younger than females when they first become a partner, 32 years compared to 35 years respectively. Of solicitors in private practice, only 22% of women are partners and a female solicitor has only a 22% chance of progressing to partnership compared to 47% for a male colleague (Bolton and Muzio, 2007). Even after equalising the levels of experience, higher proportions of men achieve partnership status than women. Overall 44% of solicitors in their survey hoped to become an equity partner, but this disguises a significant gender difference: 52% of men hoped to become an equity partner compared to 34% of female solicitors. Female assistant solicitors can expect to earn 27.5% less than their male counterparts and female partners earn almost 40% less than men (Bolton and Muzio, 2007).

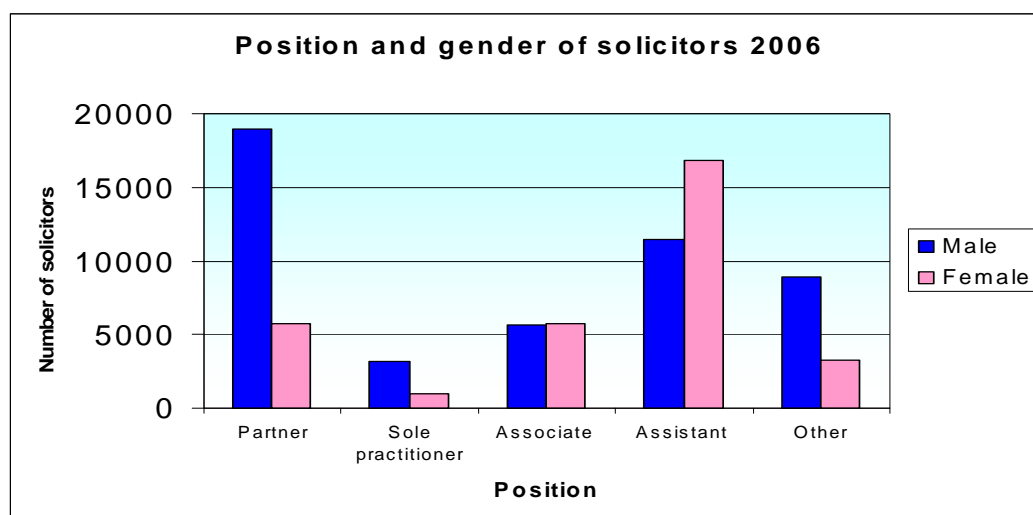
17% of women held a part time contract compared to 4% of men. Women working part time were on average younger (42) than men (58 years), suggesting that part time working is associated with different life stages for the different genders. Male solicitors reported working 50 hours a week on average, compared with 45 hours a week for females. 30% of solicitors working full time worked over 48 hours per week, but only 32% of these had opted out of the Working Time Directive. Almost 24% of women were ‘very’ or ‘quite’ dissatisfied with the number of hours worked.

Increasing numbers of women are entering the profession due to the ‘meritocratic approach’ of the universities (Bolton and Muzio, 2007). It is argued that a situation

where it is possible to attain objectively measured qualifications and experience should provide “a ‘level playing field’ where women’s achievements will be recognised as a matter of course” (Kumra and Vinnicombe, 2008:s66). However internal closure regimes which control access to partnership are still influenced by gendered criteria (Bolton and Muzio, 2007). It is argued that the tightening of these regimes has led to the “subordination of female professionals and to the emergence of a gendered division of labour” (Muzio and Ackroyd, 2005:633).

The concept of closure refers to the process by which collectives restrict access to the rewards to a limited group. Thus universities allow entry to those who acquire the necessary credentials rather than those who the profession deem desirable or acceptable. The profession controls entry to the profession by control over who training contracts are awarded to and subsequently who is promoted to partnership. There is a paradox in that young solicitors are expected to display increasing levels of commitment, yet at the same time have deteriorating prospects of promotion and are considered as potentially disposable (Muzio and Ackroyd, 2005).

The following graph shows the roles of solicitors by gender and indicates the disparity in the positions held by men and women. It indicates that greater equality of entry to the profession has not been matched by progress within the profession (Boon, 2005).



Source: Law Society Annual Statistical Surveys (The Law Society, 2006)

**Figure 2—2 Position and gender of solicitors 2006**



Sommerlad highlights three factors which she believes are responsible for the inequalities: the long hours culture; gendered assumptions leading to bias in promotion decisions, and the “sexualisation of women solicitors” (Sommerlad, 2002:217). She quotes a respondent who says that she finds law firms have a “loud, hard, laddish, drinky atmosphere in which the women often seem to me to be used as sex objects” (Sommerlad, 2002:225). She argues that those who choose to work part time or flexibly are disadvantaged, but she suggests that *all* women are affected by the “equation of commitment with open-ended availability” (Sommerlad 2002:218) and quotes one of her respondents who argued that “most male partners assume women will choose a family at some stage even if you appear to be exactly as committed, dogged and determined to make it to the top as your male colleagues” (Sommerlad, 2002:223).

Sommerlad argues that to make it to the top, a female lawyer must emulate male behaviour and ways of working and she quotes a female lawyer as saying “I leave my heart and soul on the coat peg when I come into work” (Sommerlad, 2002: 225). She argues that “patriarchal professionalism is not threatened by letting some women into its top echelons since these are women who have been defeminised anyway” (Sommerlad, 2002:225). Masculine performance codes are based on open-ended commitment while feminine behaviours are seen as “weak and ineffectual” (Bolton and Muzio, 2007:53). Women are seen as lacking the necessary aggression and unable to commit to the demands of the long hours professional culture, due to the demands of the ‘double day’ and their caring responsibilities (Bacik and Drew, 2006). Stereotypically masculine traits often include a strong drinking culture which can lead to auto-exclusion by women. It is interesting to note that alcohol related deaths in the legal profession are twice the national average (Webley and Duff, 2007).

There is a concern about the lack of flexible and part time working for those with caring responsibilities and the high attrition rate for women lawyers (Bacik and Drew, 2006). There is evidence that women are more likely to leave their law firms after a few years than their male peers because they do not see a viable long term future for themselves. They leave due to a number of different factors including “bullying, discrimination, work allocation, career breaks, lack of opportunity to progress to partner, long hours, lack of flexibility over the way work is done and equal pay”

(Department for Constitutional Affairs, 2006:14). Attention has also been drawn to “the exclusion and alienation that many women and minorities feel from traditional law firm culture” (Wilkins, 2007: 56).

Many female solicitors chose to switch from private practice to government or other sectors, for example education, as these organisations typically offer the opportunity to work part time or flexible hours. The ability of new technology to enable remote working could lead firms to be more flexible in their working hours, although it can also be argued that devices such as the BlackBerry actually encourage working around the clock. Although a number of firms have introduced flexible working measures such as job sharing and career breaks, the perception is that these are unlikely to be compatible with becoming a partner.

Law firms have traditionally favoured male elites of similar educational and class backgrounds and they are then encouraged to conform to implicit criteria for membership, which “tends to favour male-dominated notions of success” (Boxall and Gilbert, 2007: 14). Discrimination against women and minorities may be seen as particularly unacceptable given that “adherence to high ethical standards is a central justification for professional status” (Nicholson (2005) quoted in Wilkins, 2007: 38). Some companies in the UK, for example Barclays Bank, have begun to demand staff diversity statistics from the law firms it uses (Wilkins, 2007) so there could be commercial pressure to change the gender balance in the future if this trend continues.

It can be argued that success in a large law firm is less a matter of innate ability and hard work, as most of the associates possess these qualities, than access to scarce opportunities. These opportunities will frequently be made available based on relationships and these in turn will be mediated by issues of identity (Wilkins, 2007). There is evidence that high visibility job assignments are more likely to be assigned to men (Kumra and Vinnicombe, 2008). In general people tend to favour ‘people like themselves’, and given that most lawyers are white and male at the partnership level, women and minorities may not receive the same level of encouragement. Promotion to partnership is more likely for those who share a common background and outlook as the ability to fit into the firm’s social structure is prized as highly as the number of hours worked (Wilkins, 2007).

There is a view that men are culturally conditioned to compete for scarce resources (Kumra and Vinnicombe, 2008). They tend to take personal credit for their achievements in a way that is not typical of women. The truism that ‘women cooperate and men compete’ can make it more difficult, and more unacceptable, for women to engage in self-promotion. Women are more likely to let their work speak for itself as some fear they may be perceived as domineering or aggressive. The impact of gender and position on the psychological contracts of solicitors is discussed further in Chapter 9.

## The nature of partnership

Most large businesses in developed economies are “organised as public corporations with outside shareholders and hired managers” (Brealey and Franks, 2005: 4) but until twenty years ago partnership was used as the primary form of governance in most major professional sectors. The situation began to change in the 1980s, particularly after the Big Bang in 1986 which wiped out most of the stock broking partnerships in the City of London (Empson, 2007b: 11). By 2000, thirty two of the fifty largest consulting firms were publicly quoted, and almost fifty of the top 100 accounting firms are organised as privately held or publicly quoted corporations (Greenwood and Empson, 2003). The position is displayed in the table below.

<b>Professional sector Top 100 firms</b>	<b>Partnerships %</b>	<b>Private corporations %</b>	<b>Public corporations %</b>
Law	100	0	0
Accounting	56	42	2
Management consulting	17	44	39

Based on the top 100 firms globally by industry sector (Source: Greenwood and Empson, 2003:911)

**Table 2—1 Forms of ownership in professional service firms**

The partnership structure was originally designed for small groups of professionals serving a local market in the 19th century and it is perhaps unsurprising that

partnerships are now seen by some as an outmoded way to run a large business in a global market. However this form of ownership has a number of advantages where the principal asset of the business is human capital. Unlike many other commercial organisations where the roles are separated, the partners are both owners and managers in that they have both control and cash flow rights. Partners are entitled to a share of the profits of the firm and ownership in the partnership can only be transferred when the partner ceases his or her involvement with the firm.

A partnership is characterised by two key characteristics: ownership is confined to an elite group of professionals within the firm; and partners share unlimited legal liability for the actions of their colleagues. Formally “all partners share the same and equal status in the firm” (Hinings et al., 1991:376). Peer control is exercised as each partner agrees to be ‘jointly and severally liable’ for the actions of all other partners. This leads to a clear financial imperative for partners to operate collectively and to monitor and support each other (Empson, 2007b). If a firm gives poor advice and is sued by the client then the partners will have to pay any damages awarded against them. There is thus a strong incentive to avoid mistakes and retain clients by maintaining high levels of professional standards.

The partnership form of governance stresses mutual and self-monitoring backed up by unlimited personal liability. This is designed to ensure that partners share their clients’ interests in maintaining quality standards and do not prioritise the interests of external shareholders. Partnership is designed as a mechanism to balance individualism and collectivism. In the past partnership has acted as a signal for quality as in unlimited liability partnerships the partners put their entire wealth at stake when delivering a service. It is clear that partners with shared unlimited liability are likely to take particular care that new partners are competent and trustworthy.

Limited Liability Partnerships (LLPs) were introduced in April 2001 and have become an increasingly popular vehicle through which professional practices can operate. The increase in litigation against firms has promoted increasing numbers to convert to LLP status “in order to avoid the crippling costs of partner indemnity insurance” (Empson, 2007b: 17). Essentially an LLP “caps the financial exposure of partners to prevent them suffering the consequences of unlimited liability caused by

the acts of fellow partners” (Ives, 2005:1), while leaving the assets of the partnership fully exposed (Greenwood and Empson, 2003). The other side of becoming an LLP is the public disclosure of accounts, remuneration levels and addresses of partners. As partnerships grew they increasingly adopted the methods used by other large organisations and developed a more ‘corporate’ character (De Haas and Van Erde, 2009) which was labelled a Managed Professional Business (MPB) (Hinings et al., 1998). These are more centralised than professional partnerships and they distinguish between ownership and management more clearly. This brings the traditional legal partnership structure much closer to the corporate model. Law firms have been slower to change than other professional service firms and firms need to weigh up the advantages and disadvantages of public reporting against the added comfort of protecting their financial assets.

A partnership can only raise new capital by taking in new partners. An inability to raise outside equity other than by borrowing can limit those firms that wish to expand through acquisition. There have been a number of mergers and acquisitions between law firms in order to capture greater market share and to diversify into a wider range of specialisms (Davies, 2005). Mergers may be motivated by a desire to “reduce risk, achieve scale economies and reduce transaction costs” (Davies, 2005:11). However, it can be argued that the partnership model is unsuitable for larger groupings as an increasing number of partners means that the proportion of losses borne by an individual reduces, and with it the incentive to perform.

Partners have three roles: they win the business; they manage their clients and employees; and they carry out the work. While partners have the responsibility for all three roles, in practice some will focus upon winning business and client cultivation, or ‘rainmaking’, as US lawyers refer to it, while others will spend more time supervising more junior staff. Some partners will do the actual legal work, but usually only if it is particularly complex or in order to satisfy an important client.

Whenever monitoring of effort and competence is difficult, a partnership structure can more effectively use peer pressure to produce higher effort among the team members (Brealey and Franks, 2005). It is costly for partners to leave the firm without the consent of their colleagues as they have to give a lengthy period of notice and buy

themselves out as specified in the Partnership Agreement. Thus they have a considerable interest in monitoring new associates and maintaining the reputation of the firm as they cannot easily part company. Leaving a partnership has been likened to a divorce with the associated financial and emotional costs.

### **Promotion to partnership**

The ‘product’ of a law firm is intangible and quality cannot easily be inspected prior to purchase, so the reputation of the partners is used as a proxy for the quality of the firm. The reputation of the firm is very closely aligned to the reputation of its partners so promotion decisions are important for the firm’s survival. The pressure in partnerships to hire high quality staff “arises because profit sharing causes each partner to care about profits per partner” (Brealey and Franks, 2005:13). Firms will only hire new partners if the result is to increase the average profit per partner. However promotion to partner is also critical for individual solicitors as this is the central long-term incentive offered by the firm (Morris and Pinnington, 1996).

As a firm becomes larger there may be an incentive for individual partners to ‘free-ride’ by not putting sufficient effort into coaching, mentoring and teaching junior members of staff. The mentoring relationship conveys information about organisational goals and values and also the expectations of the firm. Stallworth (2003) conducted research on the impact of mentoring on the commitment of accountants and found that it had a positive effect upon salary, promotion and the type of work allocated. The impact is likely to be an increase in affective commitment and a reduction in the intention to leave as a positive mentoring relationship may be seen as a benefit of working at the firm. The process of socialisation, which includes the time spent on coaching and training, can encourage feelings of loyalty and obligation and in turn lead to normative commitment (Stallworth, 2003). The accounting profession has encouraged mentoring as a valuable method of providing “career development and role modelling” (Stallworth, 2003:407).

A shift towards the market and the stress on the need to understand business and commercial issues is reflected in the process used to assess potential partners, where the capacity to increase the firm’s business, or become a ‘finder’, is now vital. The

emphasis is very strongly upon productivity and commercial awareness. Solicitors can no longer view it as an expected career progression step but as a reward that “reflects exceptional levels of performance and commitment (Muzio and Ackroyd, 2005:633).

Existing partners are not immune from this type of assessment and ownership of the firm via partnership no longer necessarily means a stake in the firm for life. In the past older partners were allowed to ‘retire’ gracefully in line with the principles of collegiality. Younger partners now show themselves to be more unwilling to support their older colleagues (Gray, 1998). A firm can ‘de-equitise’ partners who they feel are making an insufficient contribution by buying them out, and the legal press suggests this is happening increasingly (Carlile, 2007). This is designed to protect the PEP, or profits per equity partner figure, which is used as a proxy measure of the success of the firm. Hanlon (1997:803) suggests that decisions to promote to partner will be based upon the following attributes:

- Fee earning – do they consistently bill more than three times their salary; do they meet and exceed their chargeable hours target
- Practice development – have they brought in valuable new clients; do they participate in marketing activities and client entertainment to achieve social capital
- Management and development of staff – do they motivate colleagues and staff; do they participate in the training and evaluation of staff
- Management – have they served in any managerial role; do they make suggestions for improving the firm.

If a firm is to prosper, it should only promote to partner those who have sufficient human capital value to enhance its reputation and earnings. Human capital is seen as the product of expertise, work experience and client relationships. The system of leverage, where the creation of additional partners means there is a need to employ more junior members of staff, means the firm must be growing to generate further work or the existing partners will face a dilution of their profit shares (Maister, 1993).



The law firm is portrayed as an “efficient, professional and meritocratic institution” that serves the needs of clients and the public (Wilkins, 2007: 60). The rhetoric is based on ‘survival of the fittest’. The processes involved in evaluating, rewarding and sanctioning partners is critical to the development of the partnership ethos and is supported by peer pressure. This ethos has the capacity to form senior solicitors into a group but “the very exclusivity which makes it attractive to those within the partnership serves to exclude, and potentially alienate, all those outside the partnership” (Empson, 2007b: 33). The differential in rewards between partners and other fee earners can lead to resentment while at the same time providing a strong incentive to wish to join the elite group.

Firms have traditionally used the number of years of post qualification experience (PQE) as a measure of competence. The traditional career path is for associates to work 60-80 hours a week for eight to ten years in order to be considered for partnership. A Law Society survey (Boon, 2005: 243) found 40% of the staff in large provincial firms and 56% in City firms worked more than 50 hours a week. Long hours serve as a proxy for loyalty, commitment and effort. The requirement to work long hours is not explicitly enforced by firm policy or by management. Boon (2005: 245) comments that if lawyers left work before 8pm they were likely to receive comments from their colleagues such as “part timer now?” Sommerlad comments that ‘workaholism’ is “perhaps *the* core value of professionalism” (2002: 218).

### **The ‘up or out’ system**

Firms recruit trainee solicitors to work for two years until fully qualified, and will then retain them as assistant/associate solicitors for a period of time. The time taken to make partner has been increasing over recent years. The average length of time was 8.2 years in 2006 in the country’s top law firms and in 2008 it was 8.8 years (Edmond and Hodges, 2008). Despite the growth in size of law firms, there has been “little or no increase in total partner numbers as firms keep a tight grip on the equity to manage profitability” (Stanley, 2007). If the qualified solicitor fails to obtain promotion to partner within the expected time period, they have been expected to leave, or are dismissed (Morris and Pinnington, 1996). An ‘up to partner’ or ‘out of the firm’



promotion track can be seen as an integral part of a partnership's commitment to guaranteeing the high quality of long term employees (Brealey and Franks, 2005:14).

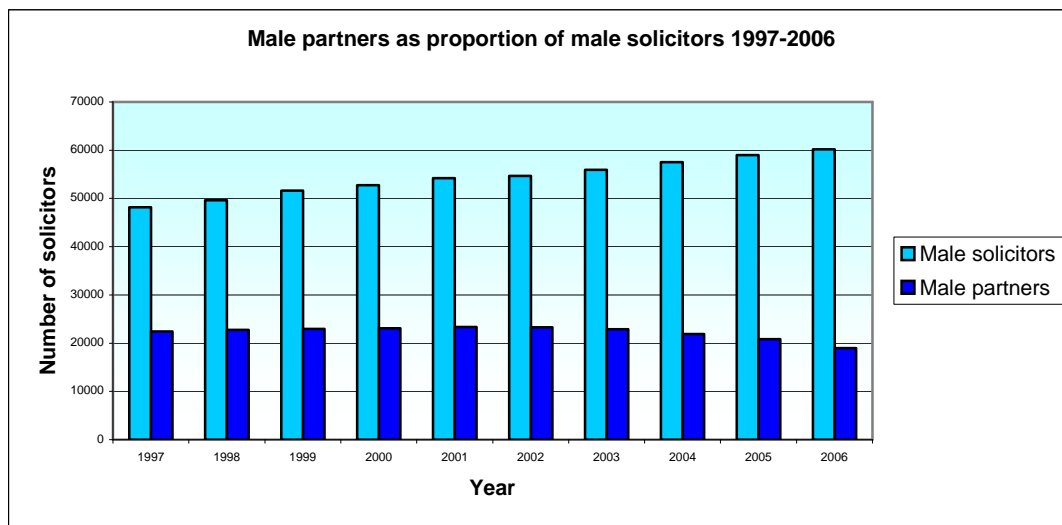
Elite City of London firms are more likely than regional firms to use up or out systems, although this system can involve a considerable loss of firm-specific skills (Morris and Pinnington, 1996). These authors argue that there is a declining use of up or out as firms try to retain their staff without offering them partnership, either by paying associates more money or by appointing them to positions as counsel. This approach allows them to retain highly skilled staff without diluting the equity. In order to provide opportunities for staff in the up or out system there was initially an emphasis on promotion from within and the recruitment of lateral partners and associates was frowned upon (Sherer, 1995). Today in the UK firms frequently raid their competitors' talent (Uzzi et al., 2007) in order to obtain scarce expertise, or to capture individuals with 'rainmaking' skills who can attract new clients.

The up or out system can be viewed as a classic version of a tournament. As it can be difficult to accurately measure individual contribution, creating a competition may help to discourage 'shirking'. The reward is ownership of "part of the equity of the firm, and also the deferred portion of the aspiring partner's compensation, paid in future shares in profits" (Morris and Pinnington, 1996:3). In this respect the up or out system can be viewed as a severe incentive system through which performance is controlled at minimum cost and without the need for extensive direct supervision.

### **Aspirations to partnership**

The probability of becoming a partner has declined considerably within the last three decades (Leblebici, 2007) due to the desire of existing partners to maximise their PEP which is widely used in the legal press as a proxy measure of success. A high PEP helps firms to attract highly skilled and ambitious staff who hope that one day they will participate in this level of earnings. Many firms have tried to increase their productivity, and their 'gearing', by employing larger numbers of 'grinders' and smaller numbers of 'finders' and 'minders'. The pressure for increased profitability has reduced the number of partnership opportunities in many firms as they try to control the number of partners who will share in the profits of the firm (Mayson,

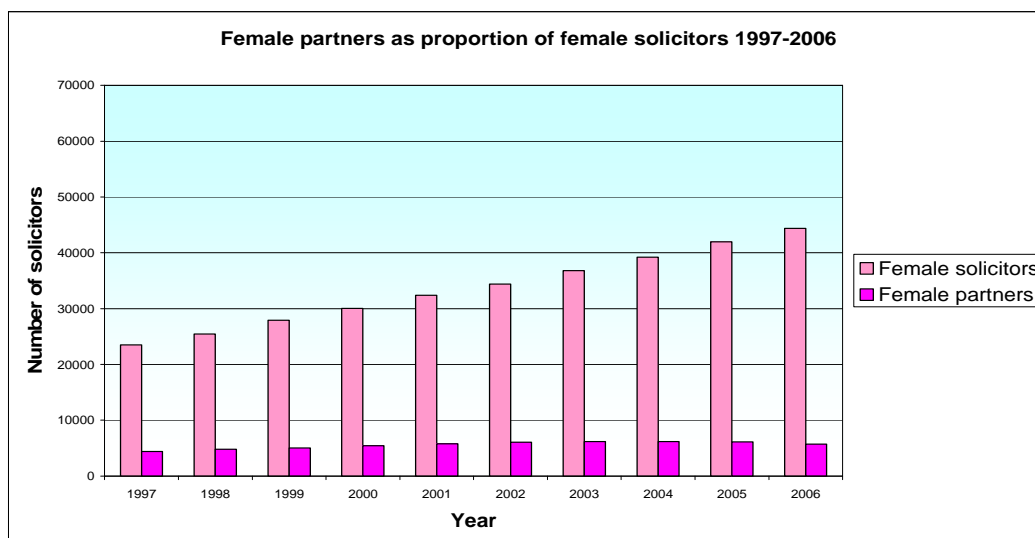
2007). The following tables demonstrate the changes which have occurred between 1997 and 2006.



Source: The Law Society (2006)

**Figure 2—3 Male partners as proportion of male solicitors 1997-2006**

The graph above shows a reduction in the proportion of solicitors who are partners from 47% in 1997 to only 32% in 2006. This is a significant reduction in a relatively short period of time and indicates the decreasing likelihood of any individual being promoted to partner.



Source: The Law Society (2006)

**Figure 2—4 Female partners as proportion of female solicitors 1997-2006**

Figure 2-3 above shows that the number of female partners as a percentage of all female solicitors has declined from 19% in 1997 to 13% in 2006, a period when the total number of female solicitors increased markedly.

When career development is represented by admission to partnership, there may be few other positive opportunities for encouragement or motivation. There is some debate as to what proportion of solicitors have aspirations of achieving partnership. A 2007 *YouGov* on-line survey of 2980 lawyers found that 64% of assistant solicitors across the profession were aiming for partnership (Griffiths, 2007). This compares with a Law Society survey in 2005 based on a sample of 1120 solicitors where only 44% of solicitors said they hoped to become an equity partner (The Law Society, 2005b). The statistics indicate that there are likely to be a number of disappointed expectations. The odds of making partner are lower than they have ever been as firms strive to keep their profits up by increasing the productivity of the fee earners, and for those who do make it the length of time to do so has increased. This reduction in the likelihood of making partner means that associates will only take the risk of going to a highly leveraged firm, with a higher proportion of fee earners to partners, if they are paid more as their chance of making partner will be lower (Sherer, 1995).

If profits are becoming more unpredictable, then a salaried partnership may be more attractive than equity partnership which offers high risks and uncertain rewards. Those who do not aspire to partnership may perceive it as too difficult to achieve, or perhaps the demands of the role, in terms of the impact on work-life balance, make it less attractive as a long term career goal. It is well recognised that partners are required to operate under “extraordinary pressures” (Empson, 2007b: 17). In the past there was a perception that partners could exercise control over the business, which is attractive to some, but the increasing use of executive committees makes this less likely to be the case now.

There is a need to have a strong drive to make partner. Some people recognise that they simply don't want it enough (Boon, 2005: 248). Research by Grant Thornton (2006:1) showed that 47% of partners felt that partnership was “a less attractive goal than it was ten years ago”. Their research indicated a perception among senior partners that young lawyers have different attitudes to their predecessors and work life

balance was more important to them. Herriot and Pemberton (1997) coined the term 'new deal' to describe a move away from job security and career prospects in exchange for loyalty and commitment to a more transactional relationship and this will be explored further in Chapters 3 and 4.

## **Solicitors and reward**

The days during the early period of the Roman Empire when legal services were delivered without charge as the honour attached was seen as a reward in itself are long gone (Leblebici, 2007). The objective of a modern law firm is to increase the profits of its partners; the objective of the client is to maximise value and minimise costs. As firms grew in size the process of recording billable hours was seen as a way of maximising fee income. Firms use this yardstick to measure the success of their firm, to determine salary levels and to decide on promotions.

A focus on billable hours rather than the results of a case actually penalises more efficient or experienced lawyers. There is an incentive for firms to use more, or more experienced, lawyers than actually required in order to inflate the final bill, as more experienced lawyers can be charged out at a higher hourly rate. The billings affect the power, promotion and compensation within the firm so individuals have a strong incentive to bill as much as possible. Each billable hour increases both their short term compensation and their prospects of attaining partnership and thus the expectation of the number of hours to work will form an important part of the psychological contract.

The performance of both partners and non-partners is measured and assessed using a variety of measures. Productivity based on their ability to bill fees is more important than just technical competence. Solicitors are generally expected to generate fees which are three times their compensation (Leblebici, 2007). Partners generally take about one third of the profits generated by their associates as deferred compensation. In other words, while they were associates they were earning considerably more for the firm than they were taking home as salary. Once they make partner, they take

home more than the fees they earn due to the efforts of the junior staff. This has been seen as an effective means of long term sharing of human capital in law firms.

Law firms base their compensation on seniority, productivity and performance, or a combination of these. Owner controlled firms are likely to place greater emphasis on contingent components of remuneration (Boxall and Gilbert, 2007) as this closer connection between pay and performance will mean costs should rise in relation to revenue. Guest notes that “perceptions of fairness are higher in those organisations that do make some attempt to link pay and performance” (Guest, 1998d:12). There has been a shift in recent years away from pay based on seniority towards pay based on productivity (Gabarro, 2007), perhaps linked to the introduction of age discrimination legislation in 2006.

The partnership structure means firms now have to pay associates a substantial premium to compensate them for the increasing length of time they spend as solicitors. Understandably staff are unwilling to defer their compensation until they make partner, given the limited probability of achieving partnership. Given the small percentage who do actually make partner, the lure of future profits may no longer be a sufficient incentive. If a reward system was developed which did not rely upon deferred compensation then the economic appeal of ownership would diminish and an ownership structure more similar to a professional corporation would be likely to develop.

Wallace’s research with Canadian lawyers looking at the nature of organisational commitment concluded that it “is highly dependent on perceived opportunities for career advancement and the criteria used in the distribution of rewards” (Wallace, 1995b:228). She observed that the perceived legitimacy of the distribution of rewards and promotional opportunities is one of the most important factors contributing to professionals’ loyalty to the organisation. This is likely to be due to the impact on the psychological contract of the solicitor.

The current system motivates individuals to work excessively hard in pursuit of the riches of partnership and by this means “the goals of owners and professionals are aligned” (Greenwood and Empson, 2003:918). The aim is to secure high commitment

and productivity. However more recently some professionals have been unwilling to sacrifice current income for the prospect of future partnership and have opted for a more balanced lifestyle. A *Lawyer/YouGov* poll reported a divergence between law firms wanting to provide the traditional model of the deferred rewards of partnership and the demands of associates for more instant rewards (King, 2007).

<b>Grade</b>	<b>Male £ pa</b>	<b>Female £ pa</b>	<b>All solicitors £ pa</b>	<b>Valid N</b>
Solicitor	46,000	40,000	44,000	344
Salaried partner	80,000	46,999	70,000	42
Equity partner	70,000	44,250	64,051	125
Valid N	266	245	511	

Source: The Law Society (2005c)

**Table 2—2 Median earnings by grade**

The table above is somewhat surprising as equity partners are earning less than salaried partners on average. This could be due to the relatively small number of salaried partners, 42, included in the total. However when the figures are analysed by size of firm, and the sole practitioners are removed, in all cases the equity partners earn more. In firms employing more than 80 partners, the median figure for salaried partners is £100,000 while the median for equity partners is £176,637 (The Law Society, 2005c). These figures must also be compared with the announcement in the legal press in September 2007 that profits per equity partner in twelve of the Magic Circle firms had exceeded £1 million and exceeded £2 million at Slaughter and May (Byrne, 2007).

### **Lockstep**

Many British law firms follow a system of 'lockstep' which ensures that full equity partners are remunerated according to the length of time they have been with the firm - the longer the time, the more they are remunerated, regardless of how much work they do and what business they bring in. This is in contrast to other large professional firms such as management consultancies and US law firms, which operate the 'eat what you kill' philosophy where pay is linked to fees earned (Wort, 2006). Lockstep is beginning to be seen as somewhat anachronistic in the modern world.

Typically, those partners who have reached the upper echelons of their firm and get paid the larger share of profits are also in their late forties and early fifties. If there is a discernible pattern of older workers receiving a larger share of the profits in comparison with younger partners in the lower echelons (who may actually be billing much more), then arguably the lockstep would amount to a practice that adversely affects younger workers and thus indirectly discriminates on the grounds of age. This system is being replaced by systems based more on individual performance, partly in order to increase productivity, but also in line with the requirements of age discrimination legislation.

In its traditional form, lockstep gives partners points which are equivalent to ‘shares’ in the profits although the exact structure will vary between firms. To give one example, at Herbert Smith law firm partners enter the equity on 43 points and automatically gain seven points a year over an eight year period (Taylor, 2007). The disadvantage of relying upon a system based on seniority is that it may favour the least energetic and capable. If lockstep is allowed to operate unchecked in larger firms it can become a licence for individualism as partners will still receive their percentage share of the profits in accordance with their length of tenure, regardless of the contribution they have made to earning those profits.

All of the largest firms use an element of lockstep as it can be a powerful driver of alignment as “the only way to improve individual remuneration is to improve overall profitability” (Angel, 2007:204). There is an implicit need for partners to make an overall contribution in line with their remuneration, and if this is not achieved in practice they will cease to be a partner. When lockstep is used it is difficult to see which of the various stakes a partner has in the firm is being rewarded (Mayson, 2007). It is not clear in what proportions the finding, minding or grinding roles are being rewarded and the individual may not be motivated to increase the proportion of those activities that contribute most to the financial success of the firm.

Recent research (Herman, 2007c:1) suggests that “many firms are abandoning the tradition of rewarding partners according to their length of service in favour of merit-based pay”. The rate of change is rapid as in 2005 42% of firms rewarded their partners using a pure lockstep model but by 2007, this had fallen to only 25%. 50% of

firms now share partner profits based entirely on performance-based rewards, with 15% adopting a part-lockstep and part-merit system (Herman, 2007c). The age discrimination legislation may also have had an influence on this trend, as a high profile case involving a City lawyer showed. A former partner at Freshfields, 53 year old Peter Bloxham argued that the changes to the pension scheme that cut the amount that partners would receive in retirement were discriminatory because they affected partners differently according to their age (Herman, 2007a).

### **Salary levels**

The legal profession is known for the high financial rewards available. The minimum salary for trainees working in central London in 2006 was £17,110 and £15,605 elsewhere (Moshinsky, 2007). The average salary for a trainee solicitor is £20,925 and for a solicitor is £51,463 (Moshinsky, 2007). The highest salaries are paid in City law firms, with American firms paying the most, “up to £90k plus bonuses” (Mitchell, 2007:1). Clifford Chance announced the following rates of pay in 2007:

<b><i>Length of experience</i></b>	<b><i>Salary</i></b>
Newly qualified	£63,500
One year post-qualification experience (PQE)	£66,000
Two years PQE	£79,000
Three years PQE	£88,600

Source Grimshaw (2007)

***Table 2—3 Salary levels in relation to experience***

The gap between the City and the rest of the UK is widening as “newly qualified lawyers in the UK’s five biggest cities outside London now take home an average salary of £35,200 (Mitchell, 2007:1). As salaries have risen significantly for assistants at all levels there is a feeling that higher pay does bring with it higher expectations of the hours which are expected to be worked.

For a number of years the Government has been proposing to remove the Law Society’s control over regulation. They asked Sir David Clementi to conduct a review which led to his ‘Review of the regulatory framework for legal services in England and Wales’ (Clementi, 2004). His review had been prompted by a public perception



that the handling of complaints was a 'closed shop' with lawyers looking after the interests of other lawyers. In response, the Government passed the Legal Services Act in 2007 which will have far reaching consequences for law firms. It included new rules for the regulation of solicitors and a new independent legal service body, the Solicitors Regulation Authority.

Clementi also discussed the structure and ownership of law firms and suggested the creation of two new structures. Legal Disciplinary Practices (LDPs) would allow solicitors and barristers and/or legal executives to set up together and enable barristers and solicitors to join a single partnership. Multi-Disciplinary Practices (MDPs) would allow the acceptance of non-lawyers in the management and ownership of law firms and are created where solicitors or other legal professionals and accountants and other non-legal professionals set up together, changing the present system which requires that only qualified solicitors can be partners of a law firm. This will open up the legal market to corporate investment (Ark Group, 2007).

These changes will inevitably have an impact upon the structure and strategy of law firms when they are allowed to combine with other professional groups. In future firms may be completely owned by outside investors, such as supermarkets, banks or accountants. Large retailing firms could choose to provide legal services in a similar way to the financial services they currently offer, and such an offering has been dubbed 'Tesco Law'. Similarly, smaller firms of solicitors may wish to enter into ownership arrangements with estate agents or accountants to offer a one-stop service to clients. These changes will have an impact upon the psychological contract of solicitors as the chances of becoming a partner will dramatically reduce.

### **Summary**

This chapter has looked at the nature of professions and professionals, the distinguishing features of law firms and at the nature of the solicitors who work in them. It has looked in particular at commercial firms and the manner in which the notion of professionalism may be changing. The traditional incentive of the prospect of a partnership which encouraged commitment in the past has been undermined by the 'new deal' (Herriot and Pemberton, 1997). The exchange of job security and

career prospects in return for loyalty and commitment (Millward and Brewerton, 2001) is changing and this may force solicitors to re-examine their career aspirations.

The opportunities for achieving partnership are diminishing, and consequently the aspirations of staff are being modified. There is a need to consider how solicitors are remunerated and the role played by lockstep was examined. Firms may need to develop new incentives in order to encourage the commitment they need in order to achieve commercial success. A new psychological contract may need to be negotiated if firms are to retain good staff without the belief that they will achieve partnership. Changes over the last two decades have led to employment relationships which are primarily based on instrumental or more extrinsic factors – ‘What’s in it for me?’ typical of a transactional type of psychological contract. This type of relationship may not generate the effort and spontaneity necessary for managing a competitive organisation if it encourages a more calculated assessment of the effort/reward balance.

Decisions about the business objectives to be followed, and the way in which they are realised, will together create and reflect the firm’s mission, culture and values. “The business cannot function without commitment and professionalism from everyone” (Mayson, 1997:535). Examination of the role played by the psychological contract, and how this may be changing, may help to understand how this commitment can be generated. The next chapters comprise the literature review. Chapter 3 focuses on the nature of the psychological contract and OCB and how they impact upon motivation, trust and commitment while Chapter 4 reviews the factors shaping the psychological contract and the concepts of career and work life balance.

## CHAPTER 3: THE NATURE OF THE PSYCHOLOGICAL CONTRACT

This chapter examines the employment relationship of solicitors with their firms, concentrating on their psychological contract and the impact this has upon internal states such as motivation, commitment, and level of trust. Law firms rely heavily upon the motivation and commitment of their staff, and the match between their own desire for promotion to partnership and their expectations of the likelihood of being promoted to partner is likely to have a strong impact upon their motivation and upon their overall psychological contract. Schein believes that:

*“whether a person is working effectively, whether he (sic) generates commitment, loyalty, and enthusiasm for the organisation and its goals, and whether he obtains satisfaction from his work, depends... (on) the degree to which his own expectations of what the organisation will provide him and what he owes the organisation matches what the organisation’s expectations are of what it will give and get”*  
(Schein, 1965:64-65)

It has been argued that the trends of increasing global competition and a general increase in the volume of work expected has led to a profound effect on the psychological contract employees have with their employers, and this in turn led to further research into the psychological contract (Coyle-Shapiro and Kessler, 2000; Conway and Briner, 2002; Rousseau, 1995:60).

This chapter will:

- critically examine the range of definitions of the psychological contract and how they have developed
- review the content of psychological contracts and how they may be categorised
- review the impact of breach or violation of the psychological contract.
- examine the impact of the psychological contract upon other constructs, such as motivation, trust, commitment and organisational citizenship behaviour (OCB).

## Definitions of the psychological contract

There is a basic problem in providing a single definition of the psychological contract as the understanding of the term has changed over the last 40 years, and current researchers conceptualise the term in different ways. The psychological contract can be considered to be a mental model, or 'schema' (Rousseau, 2001b), of exchanges involved in the employment relationship. The term 'psychological work contract' was first used by Argyris (1960) to describe the relationship and an 'implicit understanding' between a group of employees and their foreman.

Some of the earlier definitions of the psychological contract include:

*"A series of mutual expectations of which the parties to the relationship may not themselves be dimly aware but which nonetheless govern their relationship to each other"*  
(Levinson et al., 1962:21)

*"An implicit contract between an individual and his organisation which specifies what each expect to give and receive from each other in their relationship"*  
(Kotter, 1973:92)

*"A set of unwritten reciprocal expectations between an individual employee and the organisation"*  
(Schein, 1980:22)

These early definitions highlight the mutuality of expectations between the two parties to the exchange relationship, however the concept has been developed over time, as indicated by the following more recent definitions which emphasise *beliefs* about promises and obligations:

*"In simple terms, the psychological contract encompasses the actions employees believe are expected of them and what response they expect in return from the employer"*  
(Rousseau and Greller, 1994:386)

*"An individual's belief regarding the terms and conditions or reciprocal exchange agreement between the focal person and another party. The psychological contract emerges when one party believes that a promise of future returns has been made, the contribution has been given and thus, an obligation has been created to provide future benefits"*  
(Rousseau, 1989:123)

There are problems with the above definitions as they imply different levels of psychological engagement. One would expect a different response to a failure to meet *expectations* compared to a failure to meet *obligations*. One of the most widely agreed definitions of the psychological contract was proposed by Rousseau (1989) and supported by Conway and Briner (2005) which states that the psychological contract is:

*“an employee’s subjective understanding of promissory-based reciprocal exchanges between him or herself and the organisation”*  
(Conway and Briner, 2005:35).

Conway and Briner acknowledge that there are “inconsistencies, confusions, (and) gaping holes” (Conway and Briner, 2005:v) in writing on the psychological contract and the problem in articulating the concept is “a reflection of a confused literature” (2005:v). They conclude that the concept has much to offer but it has been erected on somewhat “shaky conceptual and empirical foundations” (Conway and Briner, 2005:185). Guest also sounds a note of caution as “the concept risks becoming diffuse, losing analytical rigour and being devalued as a useful explanatory concept” (Guest, 1998b:649).

### **Theoretical underpinning of the psychological contract**

There are a number of organisational behaviour theories that underpin the concept of the psychological contract. The idea of reciprocity is based upon *social exchange theory* which proposes that social behaviour is the result of an exchange process. Homans (1958) argued that human relationships are formed by individuals conducting a subjective cost-benefit analysis and comparing alternatives. Thus an employee who is working very hard for their employer will expect high rewards, and conversely, if an employer offers high rewards then the employee may feel a pressure to work very hard. Both situations are likely to arise in commercial law firms. It is anticipated that over time equilibrium will be achieved and there will be a balance in the exchanges. If at some point there is a perception that the costs of a relationship outweigh the perceived benefits then it is likely that the person will choose to leave the relationship.

*Expectancy* theory provides a framework for the analysis of motivation as it argues that humans act “according to their conscious expectations that a particular behaviour will lead to specific desirable goals” (Brooks, 2003:50-51). There is an assumption that an individual makes a rational estimate of the likely result of their behaviour and this determines their level of motivation. This has clear implications for the expectations a solicitor has of being promoted to partner. Expectancy theory is individually oriented and attempts to demonstrate that the balance of an employee’s effort and performance is a function of the extent to which his or her perceived expectations are being met; in other words, whether their investment in time spent at work rather than with their family is being rewarded with higher pay or promotion.

*Equity* theory (Adams, 1965) is complementary to expectancy theory as it concerns the fit between the amount of outcome received and what is considered fair and should be received. Individuals assess the equity of the rewards they receive by a process of social comparison. Equity theory suggests individuals who believe they are, for example, underpaid, will decrease the quantity and/or quality of their output to redress the perceived inequity. If they feel that the rewards are fair in comparison with those received by others either inside or outside the organisation they are likely to feel satisfaction. Adams’ model has three critical components:

- inputs – the effort an individual makes
- outputs – intrinsic and extrinsic rewards from the organisation
- comparisons with others

It is a matter of individual perception how they value the inputs and outputs, which equate to ‘effort’ and ‘rewards’ in the expectancy model. The difference with the expectancy model is the comparative nature of the assessment. If an individual perceives that their rewards exceed those of their colleagues they are likely to feel satisfaction. If they feel less well rewarded they may feel motivated to reduce the inequality by reducing their inputs, or by moving to a firm where they believe their efforts are more likely to be rewarded.

## **Motivation, trust and commitment**

Motivation, trust and commitment have been referred to as the “holy trinity” by Thomson (1998:70), and trust in particular may be regarded as a strategic asset of an organisation. They are all difficult both to define and measure as they are subjective concepts and measurement must rely on self report. One of the reasons that the psychological contract has achieved increasing importance is due to a belief that traditional trust relationships at work have broken down, and the consequences of this may include reduced motivation and commitment to the organisation (Guest, 1998d). The presence of trust or motivation may be inferred from behaviour, but this provides a weak basis for analysis.

Guest (1998d) suggests that it may be helpful to identify whether the state of the psychological contract is positive or negative, and then to identify the associated antecedents and consequences. Guest argues the state of the psychological contract is defined by the levels of fairness, trust and the delivery of the ‘deal’: trust is therefore located at the heart of the psychological contract. Commitment and motivation are seen as consequences of the psychological contract. Guest’s research explores the antecedents of trust and fairness and provides guidance on how best to manage the psychological contract.

### ***Motivation***

Work motivation appears to be a fairly stable personality trait that is known to influence job satisfaction and organisational commitment. Motivation can be defined as “an individual’s effort, persistence and the direction of the effort” (Brooks, 2003:48) or “what starts, directs, sustains and stops our behaviour” (Guest, 1998d:8). More simply, it can be defined as the ‘will to perform’ (Wallace, 1995a). There are no really objective measures of motivation, and as a result most studies rely upon self-report measures, with their attendant problems.

The manner in which people perceive they are treated at work will have an impact upon their level of motivation. Boxall and Purcell (2003:16) note:

*“the motivation of workers is affected by the extent to which they find their work interesting, by how fairly they feel they are paid, by how fair they feel their*

*workload is, by the extent to which they feel recognised and listened to, and by how much they feel they can trust management.”*

### ***Trust***

Trust plays a central part in the psychological contract literature, although there is some debate about exactly how it should be defined. A working definition is that employees can be said to trust another party when:

*“they have optimistic expectations of that party, are willing to be vulnerable and take a risk that the other party will not fulfil those expectations, and cannot control or force the other party to fulfil those expectations”*  
(Whitener, 1997:391)

The issue of trust is a pervasive feature of organisational design and is reflected in the control and coordination systems, and the use of incentives to direct behaviour (Sparrow, 1998). Professional psychological contracts are characterised by higher levels of trust and fewer controls so lower ‘transaction costs’ are incurred. The extent to which employees trust their firm impacts upon their belief that they will be treated fairly and not taken advantage of (Chiaburu and Byrne, 2009).

Employees who trust their organisation are more likely to enlarge their role and engage in more organisational citizenship behaviours. In addition individuals with high levels of trust engage in less monitoring behaviour and therefore may be less likely to notice that they are providing additional services to the firm. Firms that actively seek to establish trusting relationships with their employees may limit the negative effects when violations do occur (Robinson, 1996).

Trust has been shown to affect the perceived accuracy and fairness of HR activities such as performance appraisal, employment, and reward and compensation systems (Whitener, 1997:389). Appropriate HR policies and processes can lead to better psychological contracts in terms of mutual trust and perceptions of equity, and this in turn leads to higher commitment and motivation (Guest and Conway, 2002b). Herriot and Pemberton (1997) believe that explicit ‘contracting’ may add to the trust the parties have in each other as this can lead to a clear exchange deal. Rather than



reflecting a lack of trust, this enables the parties to recognise that each is fulfilling their side of the bargain.

### ***Commitment***

Organisational commitment can be defined in terms of identification with the goals and values of the organisation, and employees who are committed show a desire to belong to the organisation and will exert considerable effort on behalf of the organisation (Mowday et al., 1979). The concept of organisational commitment lies at the heart of any analysis of the psychological contract and the rationale for introducing many HR policies is to increase levels of commitment in the belief that this will lead to other positive outcomes. Both commitment and the psychological contract are concerned with the extent to which an individual is bound to an organisation (Marks, 2001). Whereas commitment is a one-sided concept, the psychological contract includes the concept of reciprocity which can encompass both colleagues and clients.

Allen and Meyer (1990) identified and developed measures of three forms of commitment. *Affective* commitment reflects an emotional attachment to, identification with, and involvement in the organisations, so employees stay because they *want* to. *Continuance* commitment is based on the perceived costs associated with discontinuing employment with the organisation, so employees stay because they *need* to. Finally, *normative* commitment reflects a sense of obligation on the part of the employee to maintain membership of the organisation, so employees stay because they feel they *ought* to (Meyer and Allen, 1997).

Individuals who are committed to the aims of the organisation and who trust their managers have the potential to be self-regulating rather than having to be controlled by sanctions (Gratton et al., 1999). This is one important aspect of the tournament for promotion to partnership since, if the associates believe they have a chance of being promoted, they may work long and hard with minimal supervision. Investment in self-development and career opportunities is seen as a critical element of the high commitment contract. Promotion opportunities can exert a high level of control over success-oriented individuals such as solicitors (Landen, 2002).

Research by Gratton et al. (1999:210) found “evidence of organisational trust and commitment destroyed in work teams which had been on the receiving end of practices which they perceived to be unjust”. Procedural justice refers to the idea of fairness in the processes that resolve disputes and allocate resources, and Gratton et al. concluded this was particularly important in relation to appraisal and career development issues, and has a crucial role to play in creating a committed workforce. This suggests that people must be treated fairly and their sense of personal importance needs to be enhanced by valuing the importance of their contributions.

The retention of staff is inextricably linked to their commitment: lack of commitment was strongly correlated with people's intention to search for job alternatives and intention to leave one's job (Meyer and Allen, 1997). Employees' perceptions of the fairness of promotions contributed to the prediction of commitment. The aim is to gain solicitors' affective commitment by getting them to feel an emotional attachment to the organisation. It is expected that partners and lawyers with longer firm tenure will be more satisfied and more committed to the firm than associates and lawyers with a shorter firm tenure.

### **Transactional and relational contracts**

MacNeil (1985) divided employment relationships into ‘transactional’ and ‘relational’ contracts. Relational obligations involve both economic and non-economic exchange factors, for example, job security and training and development from the employer, and loyalty and commitment from the employee. Employees may perceive an obligation to work extra hours or to volunteer to perform extra-role behaviours (Blancero et al., 1995). Transactional obligations typically describe economic obligations, for example wage or salary on the part of the employer, and promises of minimum stay on the part of the employee (Robinson et al., 1994). Whitener (1997) noted that reliance on relational psychological contracts with employees is associated with greater trust in the employer than reliance on transactional psychological contracts.

It should be noted that much of the research on the psychological contract has “relied on samples that are likely to place considerable emphasis on transactional rather than

relational contracts, such as management graduates” (Sutton and Griffin, 2004:502). This means there is less empirical data on the relational contracts that are likely to be held by solicitors. Relational contracts are based on social exchange theory which involves long-term obligations based upon trust. Recruits with the career motive of making a long term commitment expect to give hard work and loyalty, and in return to receive training, development opportunities and job security.

It is important to note that organisations can benefit from both types of contract as relatively short term and specific transactional contracts can meet a need for flexibility and reliable performance while longer term and open ended relational contracts help organisations which need loyalty and good citizenship from their employees. In a successful contractual relationship, if one party regularly fulfils a transactional contract it is possible that a more relational contract will develop, in which parties are willing to go beyond the contract trusting that the other will do the same for them when the need arises (Herriot and Pemberton, 1996).

Bunderson (2001) argued that there may also be administrative and professional dimensions of the psychological contract. He believes that administrative psychological contracts are essentially based on transactional exchanges as they are founded on the impersonal dispatching of duties and assumptions of self-interest and economic rationality, whereas professional psychological contracts are fundamentally relational exchanges, as they emphasise loyalty, expression of identity, and altruism rather than self-interested behaviour. This will be discussed in more detail later in the section on the psychological contract of professionals.

### **The formation of the psychological contract**

Psychological contract formation takes place in phases and the pre-employment phase will be influenced by professional norms and societal beliefs (Rousseau, 2001b). Contracting is a dynamic process and involves the development and refinement of mental maps or schemata. These may begin to be formulated prior to employment and will be developed during the recruitment processes as work placements and work experience are often part of these in law firms. The schema will be further developed during the socialisation processes as psychological contract

formation is a sense-making process and involves adaptations based upon interpretations of the other party's actions (De Vos et al., 2005). It should be noted that the 'other' party for professional workers can include the profession as well as the employing firm.

In an employment relationship the employee typically offers hard work or loyalty in exchange for pay or promotion but it is not always clear exactly what the parties expect from each other in return for their contributions. It was argued in Chapter 2 that the likelihood of making partner was reducing. The notion of reciprocity would suggest that if the employees are required to take more risk that they will not make partner in future, then they should also take a greater share of the rewards now than previously.

This assumption of reciprocity is important as, "without it, it is difficult to regard the psychological contract as a 'contract' as this requires at least two parties" (Conway, 1999:54). Robinson and Rousseau (1994) proposed that employees' expectations develop incrementally in the employment relationship and become embedded in a psychological contract reflecting their beliefs about the nature of the reciprocal exchange agreement between themselves and their employer. They suggested that expectations become reinforced by perceived promises and take on more power. Thus employees no longer merely *expect* certain things from the employer but may feel that the employer is *obliged* to provide them.

Rousseau (1989:128) believes psychological contracts are characterised by:

- An individual's belief in reciprocal obligations between that individual and another party
- A consideration or an offer of consideration by one party in exchange for a promise that the other party will reciprocate
- Promises and considerations which are highly subjective (existing in the eye of the beholder)

The individual holding a belief in a psychological contract attaches to this belief assumptions regarding good faith, fair dealing, and trust, treating this contract as part of the larger fabric of the relationship between the parties.

The employment relationship is a complex one, depending as it does on a variety of mutual expectations. The terms of a psychological contract are implied by the behaviour of the parties to the contract and also by inferences made from existing verbal and written promises. The employer/employee relationship is captured by a number of express and implied terms: the express terms include the written elements of the contract of employment, any collective agreements, and company regulations; the implied terms include statute law and common law (Manning, 1993).

The term ‘psychological’ distinguishes the contract from the ‘legal’ contract of employment. The legal contract includes such matters as hours to be worked, remuneration and holiday entitlement and the law requires that these main terms are set out in a written statement of particulars and given to the employee. The terms included are mainly economic but these are supplemented by other, implicit, terms such as a duty of good faith. This written statement can be accompanied by other documents such as company rules or staff handbooks, but these still “only capture part of the total perception, attitudes and expectations of the parties” (Manning, 1993:11).

Conway (1999:53) argues that “the psychological contract is an *on-going exchange* between the employee and the organisation” (italics in original) and should perhaps be viewed as a set of developing and iterative exchange processes. Organisations need change as the business environment changes and so do employees as their lives change in a variety of ways. Thus the psychological contract is dynamic and will develop over time through a constant process of bargaining and adjustment.

Herriot and Pemberton (1997) strongly recommend the use of the verb ‘contracting’ to capture the dynamic nature of the process. They propose that organisations should engage in a process of contracting as they believe that the area of process has the most theoretical and practical value. The psychological contract is not fixed at a point in time but is continually evolving in response to changing circumstances.

Hallier and James (1997a) have carried out research which examines the impact of organisational change on the psychological contracts of air traffic controllers and confirms the dynamic and negotiated nature of the contract.

If employees do a deal with the organisation they will develop a degree of confidence and trust, provided of course the organisation delivers its side of the bargain. They should feel personally motivated because their personal needs are being met. The organisation will benefit from responsible and committed employees who feel an obligation to do what the organisation needs them to do. The repeated interactions between the two parties creates what the employee perceives as an implicit psychological contract and this forms the foundation for their future relationship (Rousseau, 1990).

### **Promises, obligations and expectations**

There is a problem in establishing whether "the psychological contract is concerned with expectations, promises or obligations" (Guest, 1998b:658) and it was clear in the discussion above that there was overlap in the use of these words. Expectations are important because although they "are not written into any formal agreement between employer and organisation, yet they operate powerfully as determinants of behaviour" (Schein, 1965:11). It should be noted that this focus on the perceptions of the employee may mean that the employer is unaware that the individual has a particular expectation.

Promises may be defined as what "an employee believes they have made to their organisation and what the employee believes the organisation has promised in return" (Conway and Briner, 2005:37). Promissory contracts involve situations where the employee makes a contribution and believes that a promise, explicit or implicit, of a future return has been made by the organisation (Rousseau, 1995). An explicit promise could arise from verbal or written agreements made by the organisation or an agent of the organisation in the form of explicit contracts outlined in personnel policies and procedures, wage or salary structures, or offer letters. Implicit promises can arise through "interpretations of patterns of past exchange, vicarious learning (e.g. witnessing other employees' experiences) as well as through

various factors that each party may take for granted (e.g. good faith or fairness)” (Robinson and Rousseau, 1994:246).

Promises have become the preferred term when defining the psychological contract as they are seen as more clearly contractual, whereas expectations and obligations have more general meaning. Conway and Briner (2005) argue that obligations and expectations should be considered part of the psychological contract *only* if they are based on a perceived promise, but this seems to present some practical difficulties. It is clear that promises offer more conceptual clarity and precision than obligations and expectations, and they are also more closely aligned with the idea of a contract, but promises may be hard to identify in practice.

Although psychological contracts produce some expectations, not all expectations emanate from perceived promises, and expectations can exist in the absence of perceived promises or contracts, based upon general beliefs held by employees about what they will find in their job, their organisation, and the profession (Robinson, 1996). They may be based on “probabilistic or normative beliefs about what should happen” (Conway and Briner, 2005:24-25), perhaps acquired during the process of socialisation.

The reliance that Conway and Briner (2005) argue should be placed upon implicit promises leads to a number of problems. If one accepts that implicit promises can include those beliefs derived from inferences, it becomes difficult to make distinctions between implicit promises that are part of the psychological contract and the variety of vague expectations, hopes, and desires individuals have anyway. One can debate just how implicit or unstated promises have to be in order to be included as part of the psychological contract. A belief that employee contributions are part of the content of the psychological contract “only if the employee believes that providing the contribution obligates the organisation to deliver on a promise it has made” (Conway and Briner, 2005:38) seems to be unduly restrictive.

Morrison and Robinson (1997) argue that if a perceived obligation is based solely on past experience in other employment relationships, then it falls outside the psychological contract. Given that solicitors undergo a long period of professional

training, it would seem natural for them to develop a number of expectations about how they will be treated prior to joining a particular firm. A solicitor's psychological contract may well form its roots prior to the start of their professional training, although it will be modified by the employment contract with a particular firm. The process of professional socialisation may encourage them to see the world through a certain lens due to their particular schema (Rousseau, 2001b; Levinson et al., 1962; Rousseau, 1989).

### **Agents and mutuality**

There are two perspectives to the psychological contract: the employer and employee. This raises the issue of who represents the employer. Given that managers, as agents of the organisations, are in a position to convey promises or future commitments to employees, they themselves can hold psychological contracts regarding the mutual obligations between themselves and employees. This is consistent with Rousseau's interpretation that "organisations become party to psychological contracts as principals who directly express their own terms or through agents who represent them" (Rousseau, 1995:60).

It is unclear how employees make sense of the situation when they receive conflicting messages from multiple agents. It is hardly surprising that employees find it difficult to distinguish between a manager making commitments for the organisation and one making those commitments personally. Employees will also turn to their colleagues in an attempt to validate their perceptions, so that these colleagues become contract makers in turn. This social processing means that beliefs shared by colleagues take on their own reality.

In order to capture mutual obligations, one approach is to personify the organisation so that employees view the actions by agents of the organisation as actions of the organisation itself (Schein, 1965). Thus, the organisation may assume an anthropomorphic identity for employees in the sense that they attribute human motivation, characteristics and behaviour to it despite the fact that it does not hold a psychological contract of its own.



The near exclusive emphasis on the employee perspective (an exception would be Herriot et al (1997)), has been to the neglect of the employer perspective. Guest (1998c) argues that ignoring the employer's perspective may be misrepresenting the core of the psychological contract; that is, the reciprocal obligations between the two parties. Furthermore, to assess mutuality between the two parties to the exchange, it is necessary to include the employer's perspective. The empirical research conducted for this study was based upon both employer and employee responses.

### **The content of the psychological contract**

The content of the psychological contract has been defined as an employee's "expectations of what the employee feels he or she owes and is owed in turn by the organisation" (Rousseau, 1990:393). Kotter (1973:92) observes that the psychological contract "may have literally thousands of items". It covers a wide range of content for "how much work is to be performed for how much pay" but also involves "the whole pattern of rights, privileges, and obligations between worker and organisation" (Schein, 1965:11).

Rousseau (1990) investigated the content of psychological contracts by asking managers about the kinds of promises and commitments they sought from new recruits, and the promises the firm made to the new employees in return. The obligations upon the employees included working extra hours, loyalty, volunteering to do non-required tasks on the job, and spending a minimum of two years in the organisation. The employers' obligations included promotion, high pay, the provision of training, and support with personal problems. Over time there will be a number of exchanges which are likely to create an increasing number and diversity of obligations between the parties in a relationship (Robinson et al., 1994).

The most extensive study on the content of the psychological contract has been by Herriot et al. (1997). They utilised the critical incident technique on a cross-section of the working population, asking for occasions when the organisation had fallen short or exceeded their expectations in a positive way. They found that from the employees' perspective the most frequently mentioned obligations were to work the contracted hours, to do a good job in terms of quantity and quality, and to be honest.

In many ways this view of the psychological contract can be summarised as ‘a fair day’s work for a fair day’s pay’. They concluded that managers and others believe that employees’ obligations are to work contracted hours, perform work of good quality, deal honestly with customers and clients, and to be loyal to the organisation. The organisation’s obligations in return included providing training, fair procedures, equity in discipline and pay, consultation, a degree of autonomy, support, recognition, safety, and a degree of job security.

Employees and employers may hold different views on the content of the psychological contract and the degree to which each party has fulfilled the mutual obligations of the exchange. Furthermore, the creation of a psychological contract may result from implicit means relying on an individual's interpretation of actions and events within an organisation. Thus, two employees hired at the same time into the same positions may develop “idiosyncratic interpretations of the psychological contract” (Coyle-Shapiro and Kessler, 2000:907) due to their personal reading of the organisation’s culture, practices and management behaviour (Lester et al., 2002).

It should be noted that Rousseau uses the concept of idiosyncrasy slightly differently and refers to ‘I-deals’ which are agreements struck between highly marketable employees, valued by their organisations, who have the power to negotiate employment conditions to suit their preferences (Rousseau, 2001a). It can be argued that some solicitors, particularly those with their own client base, are in this category as they may be courted by rival firms. In this situation many firms would feel the need to offer the solicitor admission to the partnership to prevent a potential loss of income.

### **Mutual agreement or subjective perception**

Rousseau and Parks (1993:18) have argued that psychological contracts are held at the individual level and exist in “the eye of the beholder”. They are inherently subjective, due at least in part to the multiple sources of information which may influence the development and modification of contracts (Shore and Tetrick, 1994).

In a legal contract, agreement between the parties forms an essential element, yet for Rousseau (1990) agreement, or mutuality, is not necessary for psychological

contracts. Some elements of the psychological contract may be explicitly stated, such as ‘work hard and you will be promoted within two years’, but others may be implicit, such as ‘I expect my employer to support me if I experience family difficulties and in return I will work harder than normal if there is a crisis at work’. One of the difficulties involved in research upon the psychological contract is that the more implicit expectations are only identified when they are breached.

The meaning of mutuality in relation to the psychological contract is unclear. Dictionary definitions would suggest that it entails an agreement between the parties involved, at least to begin with. Rousseau (1990:391) is clear that the “two parties to a relationship, such as an employee and an employer, may each hold different beliefs regarding the existence and terms of a psychological contract ... mutuality is not a requisite condition”. As Arnold (1996:512) notes, "a weaker version would simply assert that both sides perceive the existence of a contract, even if they may not agree on its terms." These ambiguities are important because they have implications for researchers on the data which should be collected and from how many parties.

Despite the current acceptance of the definition of the psychological contract as an individual’s beliefs about mutual obligations, research has tended to downplay the aspect of mutuality. Rather than exploring mutuality in the exchange relationship, much of the work in operationalising the psychological contract focuses exclusively on the employee perspective (Shore and Tetrick, 1994). It is recognised that employees will generally only have one set of expectations at a particular time, while employers are represented by a number of agents who may possess a range of expectations. This obviously leads to difficulties in capturing the employer’s side of the contract.

### **Breach and violation of the psychological contract**

The concept of violation is a metaphor imported from the legal notion of breach of contract. It is defined as a “failure of organisations or other parties to respond to an employee’s contribution in ways the individual believes they are obligated to do” (Rousseau, 1989:128). Sparrow (1998:129) neatly summarised one of the difficulties associated with the psychological contract when he said “you only know what it was

when it is breached”. If a firm makes an atypical promotion, expectations of promotion may change suddenly as people realise that the rules defining who gets to the top have changed. Some actions taken by employers are perceived as shocking events and are turning points after which individuals view the organisation differently, perhaps after a redundancy or a disciplinary process.

Breach refers to a very wide range of perceptual phenomena about what was promised and what was delivered. It is a subjective experience based on the individual’s perception that another has failed to adequately fulfil the promised obligations, which in turn affects his or her behaviour and attitudes (Robinson, 1996). Trust is thus likely to play a significant role in the subjective experience of psychological contract breach by one's employer. When promises are broken trust is shattered and the relationship will disintegrate as the individual withdraws from it. Day to day business pressures can lead to trust being destroyed. It takes time to build commitment but it can be undermined by isolated acts of betrayal (Woodruffe, 1999).

The impact of psychological contract breach comes about as a result of two psychological dynamics: unmet expectations and a loss of trust (Robinson, 1996). Employees with high prior trust will be less likely to perceive breaches than employees with low prior trust. Employees with high prior trust are more likely to view a breach as “an unintentional event, a misunderstanding, a temporary lapse, or outside the responsibility of the employer” (Robinson, 1996:580). They are prepared to give the employer the benefit of the doubt. Employees with low prior trust will tend to view the act as being deliberately dishonest or as an intentional betrayal or violation by the employer.

Employees perceive psychological contract breach when there is a mismatch between management communications about HRM practices and what employees actually experience (Grant, 1999) so there is a need to align expectations and practice as far as possible. Broken promises are most likely to be related to the provision of training, levels of compensation and opportunities for promotion. Breach also occurs when employees feel unsupported by either the organisation (Tekleab et al., 2005) or their supervisors (Sutton and Griffin, 2004). Organisations

are under commercial pressures to make constant changes, and as they alter the terms of the employment agreement to fit changing circumstances they may be less willing or less able to fulfil all their promises (Hallier and James, 1997a).

The magnitude of the violation can vary “from subtle misperceptions to stark breaches of good faith” (Rousseau, 1995:111) and this is unsurprising given the subjectivity of contract terms. For some there is a clear and firm perception that “a highly significant promise has been broken” (Conway and Briner, 2005:65). In essence, an individual perceives a violation after a calculation comparing what they have received against what they feel they were promised. Morrison and Robinson (1997) argue that the more minor discrepancies are better referred to as ‘breaches’, reserving the term ‘violation’ for what Rousseau (1989) has described as deeply distressing emotional experiences.

Just as an individual’s perception of an obligation is subjective, similarly an individual’s perception of a violation is also subjective. Conway notes (1999:71) “an employee may perceive that the organisation has violated an agreement, but the organisation (or an agent representing the organisation) may not perceive the violation or even be aware that the underlying agreement exists”. Employees are also likely to vary in their propensity to draw the conclusion that their psychological contract has been breached. If employees feel supported they are more likely to “overlook small breaches or forgive more serious breaches as being one-off events” (Conway and Briner, 2005:67).

In situations where employees have few other job options they may be less likely to look for breaches as they are powerless to do anything in terms of seeking alternative employment. In contrast, those employees who do have employment alternatives, such as solicitors, are likely to monitor more actively whether their organisation delivers on its promises. They can look elsewhere if their organisation fails to deliver and as a result are more likely to detect breach (Conway and Briner, 2005).

Rousseau (1989) used the concept of violation to relate the psychological contract to outcome variables such as commitment, job satisfaction and productivity. It is clear from the literature that violations of psychological contracts are believed to have

serious individual and organisational implications (Morrison and Robinson, 1997). This may range from feelings of disappointment and effort withdrawal on a particular day, to a more severe undermining of the relationship leading to a loss of trust, faith and fair dealing (Rousseau 1989). Serious violations can lead to strong affective reactions, such as feelings of injustice and betrayal (Robinson et al., 1994). Following a violation, an employee may feel less commitment to the organisation, and in severe cases may wish to leave the organisation (Robinson and Rousseau, 1994).

A perceived breach can meet with a range of immediate responses, from 'get safe', where employees feel powerless and therefore will follow instructions to the letter but take no risks for fear of redundancy, to 'get out', either immediately or when the financial inducement is right, or 'get even' "where employees reduce the contribution to the corporation covertly in order to even up the balance for what they see as employers renegeing on promises made in the past" (Gratton and Hope-Hailey, 1999:94). These reactions highlight the simple fact that there will be a range of behavioural responses (Sparrow, 1996) which may well have profound implications for business performance.

Rousseau (1995) identified four types of contract breach which have the potential to produce different reactions.

- renegeing – the organisation could have kept its promise, but chose not to
- disruption- a situation beyond the control of the organisation made it impossible for it to keep its promise
- incongruence – an honest misunderstanding between the employee and the organisation as to what the organisation would provide
- nullification – the employee failing to keep their obligation and thus the company is no longer obligated to keep its side of the deal

A problem may arise for the employer if the employee does not perceive the situation as one of incongruence or disruption but instead as one of renegeing; they are more likely to forgive the former than the latter.

### **The impact of violations on outcomes**

Breach is seen as an important factor in how employees evaluate the state of their psychological contract. It is an important mediating factor in terms of explaining how the state of the psychological contract affects outcomes. The damage caused by breach goes beyond inequity by leading to mistrust which may lead to feelings of betrayal and thus inspire retaliatory behaviour (Robinson et al., 1994). Employees will feel less inclined to invest emotionally or behaviourally in the relationship with the employer, “if they are not confident that the organisation will reciprocate in the future” (Conway and Briner, 2005:70).

Violations of the psychological contract accounted for more variance in satisfaction, intentions to quit and turnover than did unmet expectations in the meta analysis reported by Wanous et al. (1992). Violation of the psychological contract is associated with a decrease in perceived obligations to one's employer, lowered citizenship behaviour and reduced commitment and satisfaction (Robinson et al., 1994). Arnold (1996) carried out research on the impact of broken promises on a sample of trainee nurses. He distinguished between expectations which reflected on the nurses' reasons for entering nursing and those which did not. Whether or not the former were met had somewhat more influence on outcomes than whether or not the latter were met. There may be parallels here with the reasons why solicitors enter the profession. If one of the main expectations is to make partner, then a failure to achieve this may have a significant impact upon their psychological contract.

Fairness is a central concern when negotiating psychological contracts. Employees expect that what they get from the organisation should be a fair return for what they contribute, that their deal should compare favourably with their colleagues, and that the procedures used to allocate rewards are transparent and fair (Guest, 1998b). It should be noted that an individual may feel let down if someone else receives more pay than they do, even if in fact all promises to that individual have been kept (Spindler, 1994), because they had expected to receive equal treatment.

Rousseau (1989) argued that it is possible for an individual to feel dissatisfied with their pay without believing that their employer has an obligation to give a raise. She cautions that “the experience of inequity is distinct from that of contract violation ...

inequity can be remedied; contract violation which causes mistrust, cannot so easily be repaired” (Rousseau, 1989:127). An individual paid less than market rates might feel inequitably treated; “one who was promised a raise for hard work and fails to get it is likely to feel wronged” (Rousseau, 1989:127). Once trust has been broken, the resultant damaged relationship is not easily restored.

There are relatively few empirical studies of the relationship between violations and outcomes. Violations have been operationalised following Rousseau (1990) by asking participants to rate the extent to which the organisation has fulfilled promised obligations. However Conway (1999:74) draws attention to the underdeveloped nature of the measures as they may not “consider such factors as whether the promise is perceived as being important or not, who specifically broke the promise, when the promise was broken, and also assume that a promise was ever made in the first place”.

### **Organisational citizenship behaviour (OCB)**

Commitment to the organisation is closely linked with the exercise of discretionary behaviour (CIPD, 2002) which is required to produce above average performance (Purcell et al., 2003). OCB can be defined as organisationally beneficial behaviours that can not be enforced on the basis of formal role obligations nor sought by contractual incentives, or “non-required, non-compensated contributions to organizational effectiveness” (Organ, 1990:63). In other words employees can choose to offer or withhold such behaviours without regard to sanctions or incentives. The state of the psychological contract can impact upon the decision to exercise discretionary behaviour.

In-role performance includes the behaviours that are usually found in an individual’s job description. Extra-role performance involves behaviours that support the organisation but are not formally specified. These include activities such as co-operating with others, helping others to do their work, volunteering for additional tasks, and “voluntarily doing more than the job requires” (Bergeron, 2007:1078). The distinction between in-role and extra-role normally hinges on whether the activity is included in the job description. However this raises the question whether



doing significantly *more* than could be expected, but of tasks that are part of the job description, can also be regarded as OCB.

Lawyers are renowned for working long hours and in this way exceed the minimum role requirements. It is difficult for employers to enforce such hours and performing them is at the discretion of the individual (Organ, 1997). A desire for promotion together with a desire to fit in with the norms of the workplace may encourage the decision to work long hours, but as many decisions are “habitual rather than calculated” (Bergeron, 2007:1085) after a time the decision may not be made at a conscious level.

Bergeron (2007) identified four categories of organisational moderators of the OCB-outcomes relationship: organisational, situational, individual differences and characteristics of OCB. Organisational moderators include the control systems used to align an individual’s goals with the organisation’s goals. There are two main categories used: outcome-based reward systems measure and reward an individual’s contribution, such as the number of billable hours worked; behaviour-based systems judge employees on a number of behaviours that management believes will lead to good organisational performance. Thus if lawyers are active in building a client base by socialising with potential clients outside normal working hours this would generally be well regarded.

A situational moderator would include the level of role ambiguity as for some roles it may be difficult to discern what is in-role behaviour and what is extra-role. This may be particularly true for customer service roles (Blancero et al., 1995). As Organ notes, “the higher the rank of an organizational member, the more diffuse are the expected, role-related obligations of that member” (Organ, 1988:13). Individuals can choose how many hours they work up to a point, but this inevitably comes at a cost as they sacrifice time from their personal life. The danger is that if an individual performs OCB consistently then after a time “it may begin to be viewed as part of the individual’s job and not as anything ‘extra’” (Bergeron, 2007:1089). The trend to work long hours is such that it takes longer to reach even ‘average’ task performance.

Law firms need to draw upon various areas of expertise to service their clients and the combination and sequence of operations cannot be specified in advance. This creates “reciprocal interdependence which can be managed only by spontaneous give and take” (Organ, 1990:46) and requires OCB behaviours. Organ (1990) suggested that a willingness to go the extra mile was more likely if the employee perceived a ‘good faith relationship’ with the employer.

A willingness to contribute depends partly on an individual’s personality traits and partly on their level of satisfaction. Job satisfaction can be seen as an emotional state arising from the individual’s “appraisal of their job situation” (Organ, 1990:56). Organ argued that satisfaction derives from comparisons or is ‘inherently referential’ and can be regarded as the product of an evaluation of the perceived equity in a situation. Thus a perception of injustice is likely to lead to a feeling of resentment. Blacero, Johnson et al. (1995:9) argue that “perceptions of fairness may be the strongest predictor of OCB” and that employees who perceive that their psychological contract has been violated are less likely to exhibit OCB.

Mutual trust and the promotion of a long term relationship ensure that acts of citizenship will be reciprocated over time. Obligations within social exchange relationships tend not to be clearly defined so employees are more likely to see many types of citizenship behaviour as part of their job responsibilities. The promotion of a relational psychological contract is likely to promote desirable OCB behaviours. Discretionary behaviour is at the heart of the employment relationship, because it is hard for the employer to define and then monitor and control the amount of effort, innovation and productive behaviour required, particularly for professional employees.

Identification with an organisation’s values and goals tends to be encouraged if the employees believe that the firm values their contribution and cares about their well being (Morrison, 1996). One way she suggests of encouraging this identification is to select employees on the basis of how well they fit the overall culture as a strong person-organisation fit leads to both satisfaction and retention. This can be enhanced by the socialisation process which conveys what the employee can expect to

contribute and receive in the relationship (Shore and Tetrick, 1994). Both techniques are used by law firms to encourage identification with the firm.

There are a variety of scales used to measure OCB but individual differences and contextual factors will influence whether a behaviour is in fact an extra-role behaviour. Some employees will view behaviours normally considered as extra-role as in-role (Deckop et al., 1999). An advantage for employers of encouraging OCB is that it decreases the need for more costly methods of control (Deckop et al., 1999).

Organ argues that where employers require OCB they are likely to “recruit those individuals who naturally tend to contribute in ways that go beyond role requirements” (Organ, 1990:69) and this seems to be the case in law firms. Firms can proactively manage their selection and socialisation practices so that the employees align their interest with the interests of the firm (Deckop et al., 1999) and that the ‘natural’ (or socialised) inclination is to behave in a way that contribute to the firm’s objectives. As the expectation of the length of time it will take to make partner is steadily increasing, it is possible to persuade individuals to work long hours for a considerable period before they reach the conclusion that either partnership is unlikely to happen, or that the level of commitment stretching into the future is more than they wish to give.

### **The psychological contract of professionals**

The majority of professionals work as salaried employees and yet “interact as both *professionals* and as *employees*” (Bunderson, 2001:719, italics added) and as a result professionals may have both administrative and professional dimensions to their psychological contracts. Commercial organisations operate in a competitive market and need to be organised and efficient to achieve success and yet professionals are also expected to provide professional expertise for the benefit of society.

A market enterprise is based on economic rationality, which relies upon fundamentally transactional relationships, while professional relationships are inherently relational. This can lead to ideologies of professional work conflicting with ideologies of administrative organisation and both aspects are likely to impact upon how a professional relates to their employing organisation. The work of

solicitors is to apply their professional expertise to uncertain problems and exercise their initiative and creativity. Decisions about the quality and pace of the work are primarily under the control of the solicitor so client satisfaction relies more upon professional initiative than administrative control, which can also lead to conflict.

Relational contracts involve identification with the values of the organisation and employees form an emotional attachment to the firm. Employees offer their loyalty and expect in exchange to receive career development and “membership in an identity group” (George, 2009:14) as well as opportunities for professional growth (Thompson and Bunderson, 2003). In return solicitors contribute their commitment and carry out organisational citizenship behaviours. Some professionals may regard their profession rather than the current employer as their identity group, and this may impact upon the relationship between their psychological contract and OCBs.

If the administrative ideology involves a predominately transactional exchange, this could lead to different attitudinal and behavioural response from a breach of the professional ideology which implies a predominately relational exchange. If a professional feels that the client base is dwindling, they may conclude that the organisation is not fulfilling its role as a market enterprise, which may be seen as an administrative role breach. If the perception is that the organisation is not fulfilling its professional role obligations, for example by not providing an appropriate level of client care, this could lead to a perceived professional role breach.

If the professional employee perceives an administrative breach they are likely to respond in a self-interested way by terminating the relationship, while if they perceive a professional breach this may have an impact upon their commitment and productivity. Bunderson (2001) found that both forms of breach were negatively associated with job satisfaction, although less strongly for professional breach.

Professionals undertake extensive training and employees with a relational contract are likely to value training as it can be seen as an investment by the employer in their career. A professional career requires the development of a range of skills and abilities and being found to have given poor advice can lead to losing cases or clients, or even being struck off the Law Society Roll. Given the potential

consequences of making a mistake, professionals, and in particular solicitors, are likely to complain if they do not receive the training and support they believe was promised when they joined the organisation.

There is sometimes an assumption that transactional and relational contracts are mutually exclusive but every psychological contract is likely to contain both elements. It is possible that the defining feature of each of these types of contract is based upon the individual's view of their work. For those who regard their occupation as a 'career', they are likely to focus upon building networks and pursue opportunities to advance their status within an occupational community. Their reference point may be either the profession as a whole or the organisation where they are currently employed while for those with a 'job' perspective work is primarily an opportunity "for economic maintenance or advancement" (George, 2009:15).

It is generally assumed that professionals form relational contracts with their employers but some professionals may have a number of short term relationships as career progression requires they move employer to obtain different types of experience. Professionals in this situation are likely to particularly value opportunities for skills development and to increase their marketability by working on large deals for important clients. The relative mobility of some solicitors may mean they can exit the firm fairly quickly, however for others the need to acquire organisation specific skills and to develop relationships with important clients can act as a barrier to exit.

Contract breach is an important indicator of the psychological contract as the contract gains importance when it is broken in some way. It is important to note that not all unmet promises are defined as a contract breach and professional workers may in some ways be more forgiving of their employers if they can attribute the breach to 'business circumstances'. Solicitors working in commercial firms may have a better understanding of business issues than some other solicitors as they are often called upon to give advice on business matters.

Individuals in firms which have experienced restructuring due to mergers and acquisitions may be more likely to experience contract breaches due to the disruption

experienced. Many law firms have merged with other firms over the last 20 years in order to be able to provide the comprehensive range of legal services demanded by multi-national clients. One of the likely consequences of a merger is that the chances of being promoted to partner are reduced as economies of scale require an increase in gearing, and this may have a particular impact upon the psychological contract of solicitors.

Morrison and Robinson (1997) argue that employees will be more vigilant when monitoring breaches of transactional obligations than of relational obligations in order to ensure that balance has been maintained. In addition the terms of a transactional contract tend to be clearer and so a breach is likely to be less ambiguous than in a relational contract. Employees with a relational contract may expect their employment relationship to ebb and flow over time and may be less alert for contractual breaches. However once a breach has been identified a common response is to consider leaving the organisation. In a transactional contract the individual will not have such a strong emotional investment and therefore withdrawal may be easier.

There is some disagreement as to whether relational contracts are breached more easily than transactional contracts. On the one hand Rousseau and McLean Parks (1993) suggest that relational contracts are violated *more* easily because their inherent ambiguity creates differing interpretations of promissory obligations. However other research (e.g. Sutton and Griffin, 2004) suggests that professionals are *less* likely to perceive psychological contract violation and breach as they generally have fairly high levels of trust. Once violation has been detected the response may be to redefine a relational contract as transactional which in turn may lead to a reduced level of commitment and less willingness to carry out OCBs, and perhaps to exit.

There is an emphasis in the psychological contract on the mutual obligations which exist between the two parties, but for professionals this may be more complex as an exchange relationship may exist with the profession *and* the firm. The professional's primary allegiance may be to their profession and this could lead to an individual reporting their employer to the professional body, if they felt that the firm was in

breach of a professional duty and they had a strong ideology infused contract (Thompson and Bunderson, 2003). In practice the process of socialisation and interaction with firm representatives is likely to reduce the number of perceptual gaps and bring expectations of the solicitor broadly into line with those of the firm.

The psychological contract is dynamic and it is argued that for the professional worker the profession forms an important part of this dynamic (George, 2009). The psychological contract is constantly renegotiated due to changes in the personal circumstances of the individual, the economic conditions in the firm and wider developments in the profession. Hallier and James (1997a) provide an interesting account of this process of renegotiation for professional air traffic controllers due to a changed emphasis on financial planning and operational efficiency. Their research is discussed in more detail in Chapter 9.

### **Influences on the psychological contract**

According to Guest and Conway (1997) the extent to which people experience feelings of fairness, trust and delivery of the deal depends upon organisational culture, perceived alternative employment, HR practices, and expectations, particularly of tenure, promotion and redundancy. Based on this analysis, perceiving a revised psychological contract about which the employee feels a lack of fairness, trust and delivery will affect their commitment as well as their job satisfaction and citizenship behaviours.

There is little long-term evidence available about how the psychological contract may have changed over the years. An exception is provided by the Annual Surveys carried out for the CIPD (e.g. Guest and Conway, 2001; 2002b) which looked at the psychological contracts of public and private sector workers for eight years between 1993 and 2004, surveying between 1000 and 2000 workers each year in manufacturing, the health service, education and central and local government. The use of similar questions over the years has provided an opportunity to track developments in the attitudes and behaviours of British workers (Guest and Conway, 2002b). The questions in these surveys were used as the basis of the telephone questionnaires used in the quantitative survey carried out in the current research.

The responses to the questions were used to measure what Guest (1998a) called the ‘state’ of the psychological contract, where the psychological contract is defined as the perceptions of both parties to the employment relationship, and of the reciprocal promises and obligations implied in that relationship (Guest and Conway, 2002b). The ‘state’ of the psychological contract is concerned with how far these obligations and promises have been met, whether they are fair, and whether there is trust they will continue to be met in the future.

Guest argued that “a positive psychological contract was associated with higher job satisfaction, higher organisational commitment, higher reported motivation and a positive evaluation of employment relations, as well as lower intention to quit” (Guest, 1998a:661). It would appear that a feeling of trust in the employer and a belief they have been treated fairly leads to a number of positive outcomes. Based upon their research, Guest and Conway (2002b) developed a model of the causes and consequences of the psychological contract. Their model has four main elements, presented below.

<b>Background factors</b>	<b>Policy influences</b>	<b>The state of the psychological contract</b>	<b>The outcomes</b>
<p><i>Individual:</i> Age Gender Position Hours worked</p> <p><i>Organisational:</i> Organisation size Organisational culture</p>	<p>HR practices Organisational support Job alternatives</p>	<p>Fairness</p> <p>Trust</p> <p>Delivery of the deal</p>	<p><i>Attitudinal:</i> Organisational commitment Life satisfaction Work satisfaction</p> <p><i>Behavioural:</i> Intention to stay/quit</p>

**Figure 3—1** Guest and Conway (2002b:2) model of the psychological contract (abbreviated)

The model follows the standard organisational behaviour structure of practice leading to an affect which in turn leads to a behavioural outcome. The background factors which can influence this process include individual and organisational factors: individual factors include age, gender, and number of years qualified, and



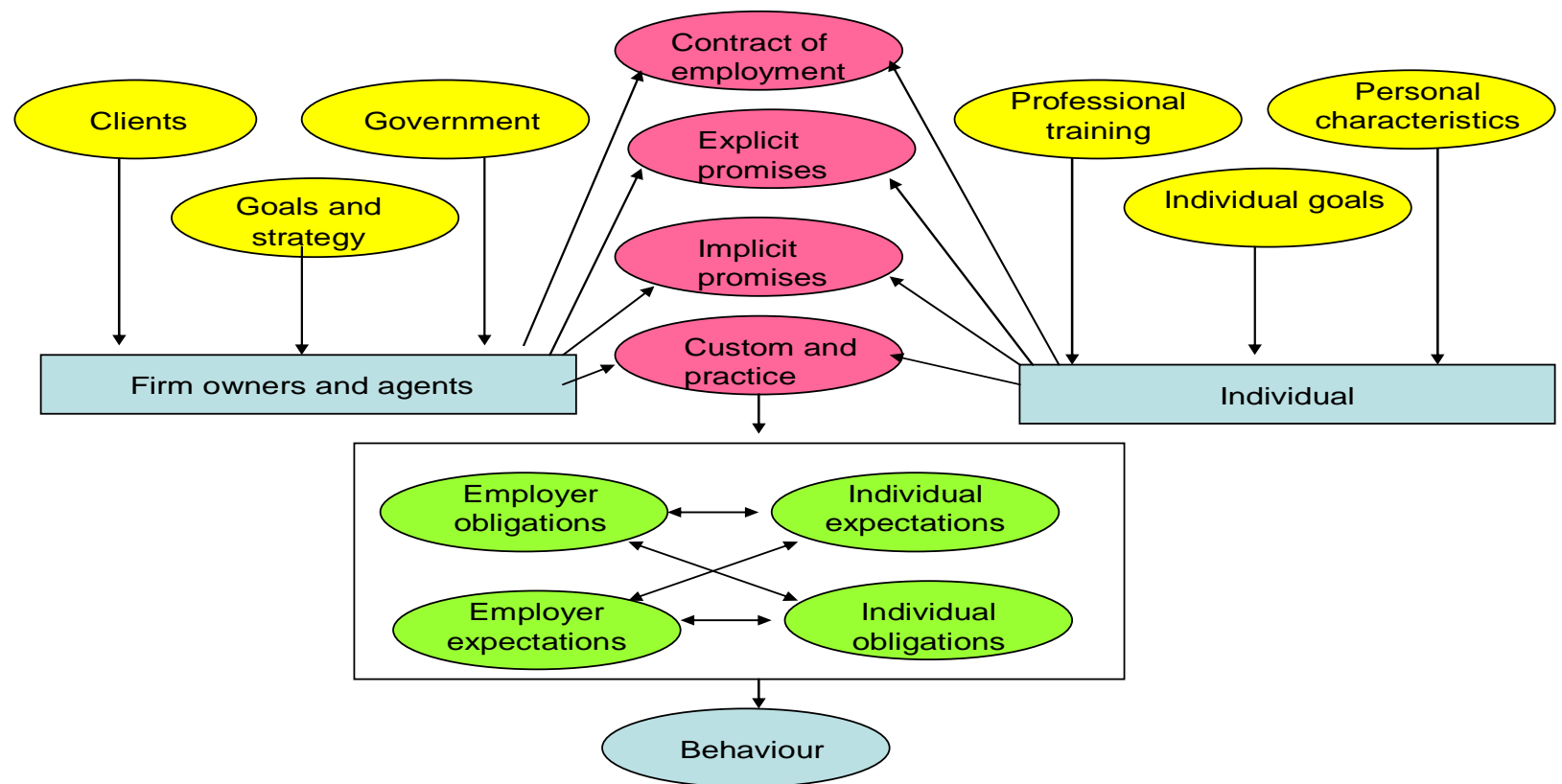
work related issues such as position in the firm and hours worked; organisational issues cover the type of firm, size and location.

The practice influences include HR policies and practices, levels of organisational support, and the experience of organisational change. The measure of the state of the psychological contract includes the extent to which the promises made by the organisation are kept as well as measures of trust and fairness combined into a single scale and these can be regarded as mediating influences on the outcomes. The attitudinal and behavioural outcomes cover aspects of satisfaction with work and life as a whole, commitment to the organisation, job security, motivation and intention to stay with or leave the organisation.

The Guest and Conway model appears to suggest a causal link running from left to right. While plausible, such an assumption cannot be easily verified in the type of cross sectional survey which they conducted. It may be more accurate to state that there are some associations rather than cause and effect operating. It should be noted that the Guest and Conway surveys focus on the perspective of the employee rather than the employer while the current study covers both employers and employees as the partners are the employers.

In an attempt to summarise the preceding discussion and to provide a framework for conducting empirical research, a schema of the psychological contract of solicitors in commercial firms has been developed and is presented on the next page. The schema draws upon the ideas of Guest and Conway but also incorporates the interactions between employer and employee expectations and obligations.

Figure 3-2 Schema of the influences on the psychological contract of solicitors in commercial law firms



This schema will be used as a guide to the influences which operate upon the psychological contract with a particular emphasis upon solicitors in commercial firms, reflecting the respondents in this study. There is a need to investigate the psychological contract from the perspective of the two parties to the contract, the individual solicitor and the partners who represent the owners and agents of the firm. These two parties are affected by a range of internal and external factors, some of which are common to psychological contracts in all organisations while others are more pronounced in law firms. However the rewards available for promotion to partnership will be greater in commercial firms and therefore it is argued that the factors identified will have a stronger influence upon solicitors in commercial firms.

The left hand side of the schema shows the influences exerted upon the firm's owners and agents. This reflects the partnership structure of law firms as most commercial organisations make a distinction between the owners or principals and managers or agents in a firm. The role of clients has been highlighted as though of course all commercial organisations will be influenced by their customers and clients, the relationship between some solicitors and their clients has the potential to shape their psychological contracts to the extent that their decision to stay or leave a firm is strongly influenced by the nature of the relationship.

All organisations have to develop their goals and strategy in order to achieve commercial success but it is argued that some of the strategies increasingly used by commercial law firms are likely to have a significant impact upon the psychological contracts of the solicitors they employ. Many commercial law firms have merged with other firms, both in the UK and overseas, to achieve economies of scale and to be able to provide a complete service to the largest clients. The increase in gearing and the trend towards merging both reduce the opportunities of being promoted to partner, which was argued in Chapter 2 to be a major influence upon their psychological contracts.

All organisations are affected by Government policy, but the changes contained in the Legal Services Act are likely to have a particular impact upon commercial firms if they choose to combine with other large financial and consultancy firms. The introduction of multi-disciplinary partnerships is likely to reduce the opportunities to

be promoted to partner. These changes are likely to have an impact upon the culture of the firm, and therefore upon the psychological contracts of those who work in them.

The right side of the schema considers the influences on the individual. Every individual will have a set of personal characteristics such as family background and personality features which will influence to some extent how they view the world. However solicitors, in common with other professionals, have also experienced years of professional training and socialisation which will have a major impact upon both how they perceive their career and how they evaluate the treatment they receive from their employer. It appears that the level of ambition that leads an individual to pursue a career as a solicitor when combined with the stringent selection procedures firstly to acquire a training contract and subsequently to achieve partnership has a strong influence upon their psychological contract.

The central section (shown in red) shows that the interactions between the two parties will be influenced by the contract of employment, by the custom and practice which develops over time, and the explicit and implicit promises which the parties believe have been made. These interactions will lead to the employer and employee having intertwined obligations and expectations towards each other. The perceptions of the nature of these obligations and expectations will in turn lead to the behaviour of the parties. It is intended that setting out the psychological contract in this way will assist in the design of the research methodology and the subsequent analysis of the findings.

### **Summary**

This chapter set out to review the concept of the psychological contract with the aim of assessing its possible utility in increasing our understanding of the employment relationship. It is clear that there are a number of problems in clarifying exactly what the term means as different researchers have defined it in different ways, and have placed a differing emphasis on key issues, such as the necessity for mutuality and the distinctions between beliefs, obligations and expectations.

Despite concerns that the concept is not well defined, it is argued that it can still prove helpful in understanding how employees view the employment relationship. Conway and Briner believe that “the psychological contract appears to give genuine insights into the working of the relationship between employee and employer” (Conway and Briner, 2005:v). Guest argued that the psychological contract appears to provide a "useful integrative concept around which to focus an emerging set of concerns" (Guest, 1998b:649).

This research will use a working definition of the psychological contract which owes more to the earlier definitions of Levinson et al (1962), Kotter (1973) and Schein (1980). The psychological contract will be defined for the purpose of this research as the expectations the solicitor has of the firm and the expectations the firm has of the solicitor, together with the obligations that each party may feel toward the other. These expectations may arise in a number of ways and are not viewed as necessarily being derived from either explicit or implicit promises. Individuals will observe how their colleagues are treated and will form certain expectations about what is expected of them and what they can expect to receive in return for their efforts. Thus the actual psychological contract is formed from the interactions between the expectations each party has of the other, and the obligations each feels they have towards the other. The outcome of this process will then shape the behaviour of both parties.

The next chapter will examine the extent to which management can encourage commitment or compliance to managerial goals by managing expectations to influence the psychological contract. Employees may be ‘bought’ by high salaries and other benefits, by training and development which helps to ensure their employability, or fear of losing employment with a prestigious firm. Commitment achieved in these ways will be “classified as instrumental and time limited” (Perkins, 1998:18). An alternative approach is to encourage OCB by motivating employees to aspire to admission to the partnership as this has the potential to encourage solicitors to be self-managing and thereby reduce transaction costs.

## CHAPTER 4: SHAPING THE PSYCHOLOGICAL CONTRACT

The previous chapter looked at the nature of the psychological contract and explored its formation and content. This chapter will focus upon the expectations of solicitors and how these can be influenced. There are a number of factors which impact upon the relationships between employers and employees in law firms and these can shape the psychological contract of this group of professionals. Maister (1993) argues that an appropriate psychological contract can help to achieve competitive advantage for law firms. An exploration of some key aspects which impact upon the working life of solicitors should allow a greater understanding of how their psychological contracts are formed.

This chapter is structured to review those issues which may arise for professional employees as a result of their employers' attempts to attract and retain ambitious and relatively mobile knowledge workers. The first section explores the management of professionals to help identify and understand what motivates knowledge workers, such as solicitors. The second section reviews the role that human resource (HR) practices have to play in shaping the psychological contract and examines techniques relating to promotion and reward since these are fundamental to the psychological contract.

Terms such as Human Resource Management and HR practice may appear strange in the context of traditional professional partnerships. They are more usually associated with the more complex organisational settings of contemporary professional organisations such as accountancy practices or commercial law firms. There has been criticism of such "managerialist discourse" (Cullinane and Dundon, 2006) surrounding the psychological contract. The transactional view of the contract where high pay is provided in return for long hours may pay insufficient attention to the context and the social dynamics influencing the contract. From this perspective some level of consent and co-operation may be induced from employees. There is also a neglect of the impact of the employment relationship under capitalism as under a contract of employment the employee "becomes legally subordinate to the exercise

of employer authority” (Cullinane and Dundon, 2006:121). At least until solicitors attain partnership, they also typically find themselves in this situation. On the occasions when there is a perception that management have failed to deliver their side of the deal, this is perhaps hardly surprising given the design of the employment relationship under capitalism.

HRM academics and practitioners, including a proportion who no doubt take a managerialist perspective, have shown much interest in the psychological contract as it appears to provide an insight into areas such as employee motivation and commitment. That this interest is not purely managerial has been shown by David Guest in particular (e.g. 1998b; 2002a; 2001) who argues that the state of the psychological contract should form an important part of any analytical framework of the employment relationship.

Promotion to partnership represents the pinnacle of their career for many solicitors so an awareness of employee expectations of career will inform an understanding of the psychological contract. The third section focuses on solicitors’ career expectations, their aspirations for promotion and the impact of issues relating to their career on their psychological contracts. The chapter concludes with a discussion of work life balance. The balance of effort and reward represented by work life balance is a key concern for many solicitors and an unreasonable workload can be perceived as a breach of the psychological contract.

### **The management of professionals**

There are particular challenges in the management of professionals, partly due to the fact that in many cases they are “not substitutable in the service delivery process” (Lowendahl, 1997:32). The management of the psychological contract of professionals is an issue on two accounts. The individual professional is highly educated and typically prefers to operate independently and rely on their own judgement where possible (Mayson, 1997). However the most proficient professionals rarely want to spend their time supervising other professionals, as in many cases they do not perceive this as providing the intellectual stimulation they desire.

The traditional view in law firms is that while partners may assume temporary managerial responsibilities, most see their careers as being rooted in client work. Solicitors see themselves as autonomous and may resist being managed, which has led to the truism that ‘managing lawyers is like herding cats’. The following quote refers to architectural practices, but many of the sentiments can also be applied to lawyers:

*“(Architectural practices) are notoriously difficult to manage. Not only is it difficult to anticipate and control workflow and cash flow, the process also involves managing creative professionals who are culturally resistant to being managed. Many architects find the idea of formal planning and adhering to a fixed strategy impractical, if not offensive to their professional ethos.”*

(Winch and Schneider, 1993:934).

Corporate and partnership structures differ in one important respect. For a long time law firms have “preferred ‘lawyer managers’ over ‘non-lawyer professionals’” (Bloom, 2005:1). This allows law firms to have management roles carried out by partners which may increase the perception of control, but can lead to solicitors carrying out management tasks for which they have received no training. The alternative is to employ specialised support staff in areas such as HR, finance and marketing but as non-solicitors cannot yet be partners there is a fear that they cannot be as committed to the firm as partners would be and they may be viewed as an unnecessary overhead. Inevitably lawyer managers will have devoted most of their careers to practising law and there may be a skills gap as they step into key management roles. This issue will become even more important in the future if law firms are to compete directly with banks and other corporate firms as they will need to employ more non-lawyer professionals.

Change is occurring in law firms due to the pressures for greater productivity, shifting demographics and changing workforce expectations, and this is expected to increase in the future due to changes in legal regulation, as discussed in Chapter 2. These changes will impact upon the psychological contract of solicitors and law firms need to consider the following: how can they attract and retain people who are willing to accept change; how can they maintain the loyalty and commitment of their employees when promotion opportunities are declining; and how can they meet the



career expectations of employees in an organisation that is becoming flatter and leaner (Hiltrop, 1995).

A new psychological contract would move the focus from promotion to the satisfaction which comes from challenging assignments (Hiltrop, 1995). This has implications for HRM in terms of how to reward and recognise high achievement, manage career expectations, conduct performance appraisal and provide systematic training. Hiltrop (1995) felt these activities had the potential to increase the loyalty and commitment of employees by establishing employee expectations early in the employment relationship, creating opportunities to check out whether the psychological contract is still valid at later stages, and renegotiating the contract if necessary.

There is still not a complete understanding of professional motivation and loyalty, and Lowendahl (1997) suggests that further research is needed on how highly educated individuals are attracted to firms, mobilised, and motivated to remain committed to the firm. Knell (2000) outlines the criteria which are likely to prove important to a knowledge worker when deciding whether to accept a new job, and are likely to be vital components of their subsequent psychological contract. When deciding which firm to work for solicitors will assess whether the job is likely to improve their intellectual capital by providing access to interesting cases and whether the job will enhance their reputational capital by their association with a high-performing firm.

Solicitors are relatively mobile and may feel more commitment to the profession than the firm where they are currently employed (Lowendahl, 1997). In this situation individuals will assess the rewards they receive, which in this context covers not just the financial aspects but also issues such as work life balance, the opportunity to develop their careers and whether they feel their contribution is recognised and acknowledged. If they feel that the balance of effort and reward is not equitable they are likely to try to find an employer where they feel their contribution is likely to be rewarded more fairly in return for their contribution. Effective management of the psychological contract can therefore play a key role in the retention of staff.

## **Human resource management and the psychological contract**

There are a number of definitions of HRM but this chapter will use the wide-ranging one offered by Boxall and Purcell (2003:1) as “ all those activities associated with the management of employment relationships in the firm”. Research has been carried out which looks at the impact of HR practices, yet little attention has been paid to the promises the employees feel have been conveyed or the commitments made as part of these interventions.

The traditional role for HR has been to balance management and employee concerns and also to seek to improve employee attitudes and behaviours (Coyle-Shapiro and Shore, 2007). Organisational relationships are subject to change over time and in many cases this has led to more transactional relationships that emphasise the links between extrinsic rewards and employee performance (Hallier and James, 1997b). The rewards which employees receive appear to be decreasing but organisations are also subject to competitive pressures so they demand greater commitment, initiative and flexibility from their employees (Maguire, 2003).

Purcell et al (2003) carried out research for the CIPD in order to examine the impact of HR practices on the psychological contract which found the relationships an employee has with the organisation are shaped by personnel actions such as recruitment, performance appraisal, training, reward and promotions. They confirmed the powerful relationships between HR practices, employee commitment and operating performance as these practices each represent “a choice by the organisation as to how it will treat people” (Rousseau and Greller, 1994:385).

Employment relationships are founded on the contract of employment but typical contracts of employment are incomplete and exist in a changing organisational environment. It is impossible to specify all the conditions so both parties have to “fill in the blanks” (Rousseau and Greller, 1994:386) and they do this by observing statements and actions around them. HR activities act as signals as to what treatment an individual can expect. In situations where employers need to rely upon the commitment of their staff, the emphasis on the employment relationship will tend to

shift from the legal contract to the psychological one or from the transactional relationship to a relational one.

Some obligations upon employees are communicated in the form of explicit contracts outlined in personnel policies and procedures, wage structures, or offer letters. However when it comes to reinforcing the psychological contract words, written or spoken, are less important than actions. The contract is primarily created by what people actually do: observations about who is recruited and who is dismissed, who is promoted and who is overlooked, and who receives pay rises and who does not, speak eloquently to the 'real' contract.

If a psychological contract is an individual's system of belief, shaped by the organisation, regarding the terms of an exchange agreement between him/herself and the organisation (Rousseau, 1989), then a major function of HRM is to foster an appropriate psychological contract. The major administrative signals for this include the pay and benefits offered, the performance review procedures, training and development, and the career paths available. There will be both human and structural contract makers and these should be integrated to avoid mixed messages being sent to the employee (Rousseau, 1995).

Many HR policies and procedures contain statements conveyed in writing implying future benefits and are likely to be regarded by employees as explicit promises. None of these practices exist in a vacuum and each of them is interpreted in light of its alignment or inconsistencies with others. An understanding of how HR practices shape individual psychological contracts "can move us towards more consistent communication and management of the psychological contract" (Rousseau and Greller, 1994:399). Explicit recognition that promises are made and are modified through a career can assist the parties to work towards a "shared and explicit understanding of evolving expectations" (Rousseau and Greller, 1994:399).

Appropriate HR policies and processes lead to better psychological contracts in terms of mutual trust and perceptions of equity, and this can lead to higher commitment and motivation (Guest and Conway, 2001). The ability of many professionals to be relatively mobile can mean that "commitment to the (current)

organisation can be harder to achieve than job satisfaction and motivation” (Purcell et al., 2003:68). The Purcell study found that the key factors for professionals were job challenge, management leadership, linking pay to performance, work life balance and the climate of manager-employee relations. Purcell et al. (2003) concluded that issues surrounding careers and work life balance were important and these aspects will be reviewed later in this chapter.

When psychological contracts contain terms and exchanges relevant to an employee’s long term goals, such as career development, they can provide employees with a feeling that they can influence their own destinies within the organisation (Shore and Tetrick, 1994). If employees understand the behaviours required in order to achieve long term rewards such as promotion then the perception that they know how to achieve their goals is likely to enhance motivation (Conway and Briner, 2005).

Line managers play a key role in the negotiation of employees’ psychological contracts (Guzzo and Noonan, 1994) as they interpret and communicate HR policies of the firm. Formal HR practices have a role to play in communicating promises, but everyday informal interactions between managers and employees will also be critical. Employees will observe and monitor the emotions and behaviours of their managers, particularly their line manager, in order to obtain “an indication of the state of their psychological contract with the organisation” (Conway and Briner, 2005:174).

The critical role of first line managers in delivering HR has been largely neglected in much of the research on HR and performance (CIPD, 2002). Line managers apply most of the policies and practices related to people management and are responsible for bringing the policies to life. A CIPD (2002) report suggested that the following types of line manager behaviour influence job satisfaction and commitment, and therefore the psychological contract:

- opportunity to discuss training and development needs
- coaching and guidance offered to help to improve performance

- opportunity to state their views and comment on proposed changes
- extent to which the line manager treats them with respect

All of these behaviours have the potential to influence the psychological contract in a positive or negative direction. Firms that actively seek to establish trusting relationships with their employees may limit the negative effects when violations do occur (Robinson, 1996). If employees do a deal with the organisation they will be personally motivated because their personal needs are being met. One of the major aspects of the deal may be the willingness to work long hours in the expectation this will eventually be rewarded with promotion. The next section explores employee hopes of career advancement and what may happen when these hopes are dashed.

### **Employee expectations of career**

It is generally recognised that there are differences in work-related needs, attitudes and motives between individuals in different age groups and therefore at different stages in their career, and this explains some but not all employee needs (Herriot, 2001). The different models of career stages are based on the biological model of early exploration, followed by growth and stability, and then by decline and withdrawal. Faulkner (1974) argues that age is a critical variable for understanding the features of career status passage and the subjective changes in the motivation of staff. This suggests that age may also influence the psychological contract.

Herriot (1992:8) defines an organisational career as “the sequence of renegotiations of the psychological contract which the individual and the organisation conduct during the period of his/her employment”. Within the career literature there has been much discussion about the apparent change in the psychological contract, from relational contracts to transactional contracts, as discussed in Chapter 3. There has also been a move from a paternalistic contract to individualistic relationships (McNeill 1985; Robinson and Rousseau 1994).

Gratton and Hope-Hailey (1999) have identified what they term the ‘new career’ with a focus on ‘employability’. The notion of employability means an individual is not guaranteed a job for life, but the employer will invest in the development of their

skills to broaden the range of potential jobs open to the employee. Professional employees are more likely to take responsibility for their own employability and they are less likely to see their organisation as being responsible for job security (Conway and Briner, 2005). Individuals are expected to network and push themselves forward if they want promotion.

### **Promotion aspirations**

Career implies an attitude of future orientation and is closely linked with deferred gratification (Gunz, 1989). People thinking in career terms are implicitly looking for two kinds of rewards from their present job: the immediate rewards to do with pay and other perks, and their deferred rewards to do with their future in the company, or being prepared for a role elsewhere (Gunz, 1989). One important aspect of the notion of career is the desire to be promoted to a higher level. If this ambition is thwarted it may be expected to have a significant negative influence upon an individual's psychological contract.

Faulkner (1974) carried out interesting work researching career structures which encourage career occupants to move onward and upward, but given the pyramid structure in most organisations, simultaneously permit fewer participants to do so. The challenge for the organisation is how to motivate the staff to achieve the top level positions "while at the same time sustaining the involvement of subordinates to whom access has been denied" (Faulkner, 1974:134). There is a clear danger that unless organisations can "legitimise failure ... then firms run the risk of resentment and disengagement among their labour force" (Faulkner, 1974:134). Thus there is a need to promote a balance between the younger and older members "keeping the former in anticipation of promotion and the latter motivated in the face of denial" (Faulkner, 1974:140), with a consequent impact upon their psychological contracts.

Career motivations are heavily influenced by how individuals compare their progress with some sort of organisational timetable, which they do by comparing themselves with their colleagues. Faulkner argues that in some cases there is a need for individuals to revise their expectations; they need to redefine their position in order to stress the personal benefits of their present position, consider the price to be paid

in moving up the career ladder and shift their life interest away from work (Faulkner, 1974). This process should lead to an emerging realism so that they consider the benefits of their current position rather than bemoaning the fact that they have not achieved what they may have originally hoped for.

Professionals need to gain certain kinds of work experience in order to be considered for promotion to partnership. They may well have to go through a number of transitions because their first posts do not allow them to gain all the experience they require. Gunz used the term 'organizational career logics' to refer to the pattern of work role transitions in a firm. The promotion pattern may change suddenly as people realise that the rules defining who gets to the top have changed (Gunz, 1989).

A plateau is the point in a career where the likelihood of being promoted is very low. Eventually all employees in a hierarchical organisation are likely to reach this position "since there are fewer positions than aspirants at each higher rung of the organizational ladder" (FERENCE et al., 1977:602). Some may be organizationally plateaued due to the lack of opportunities, while others may be personally plateaued due to either a lack of ability or not seeking a higher level job. It must not be assumed that every employee wants or is willing to give higher levels of commitment. However plateaued staff can also provide stability and continuity and reduce the level of competition for higher level jobs within bounds (FERENCE et al., 1977).

### **Career management**

Woodruffe (1999) found that evaluations of career development practices were one of the best predictors of affective and normative commitment. He argued that organisations that take an active role in helping employees to prepare themselves for advancement in the organisation, and do so in a way that creates a perception of support, might foster a stronger bond between the employee and the organisation. Career management can have a great impact upon whether organisations can meet corporate goals and individuals can meet personal goals (Atkinson, 2002) while Herriot (1992) went so far as to say that only those organisations that were able to negotiate careers would survive in the future.

Employees may regard ‘career success’ in different ways (Holbeche, 1999). For some, promotion may be very important, but others may stress the importance of having opportunities to work on challenging and stretching assignments. For some, the need for work-life balance to be recognised and respected by others may be important, as well as balance in terms of being able to develop a broad skills set which would lead to more opportunities in the future. For many solicitors the desire for promotion is balanced by the knowledge that promotion will typically lead to a need to work longer hours. Achieving a reasonable work life balance is an important aspect of the psychological contract for many solicitors, and this is discussed in the next section.

### **Work life balance**

There is general agreement that workers do damage to their families and their health by working long hours, and it is recognised that full time workers in Britain work the longest hours in the European Union. A high proportion of UK workers regularly work more than ten hours over and above their contracted hours, not only to cope with emergencies or peak periods (Kodz et al., 1998). Work demands may relate to the total hours worked, but may also refer to work intensity resulting in fatigue or anxiety. Time demands and the difficulties involved in balancing work and family life are a major source of dissatisfaction in the legal profession.

The main reasons for working long hours identified by Wallace’s (1997:227) research are:

- work pressure: arising from heavier workloads, increasingly demanding clients, greater competition, fewer staff and tighter budgets
- long hours cultures: long hours are interpreted as demonstrating commitment; managers working long hours and peer pressure can generate such cultures
- strong commitment amongst individuals towards their work, their colleagues and clients either because they take a personal pride in their work or out of a desire to enhance career prospects



Long hours worked by those in law firms are seen as “a necessary part of investing in their career” (Wallace, 1997:242). There appear to be increasing expectations in regard to both the quality and quantity of output. Some people report that their health has suffered as a result of heavy workloads and a lack of balance between work and other parts of their lives. Employees may choose demanding jobs to fulfil their material ambitions, including mortgage payments, and increasingly to repay their student loans incurred during long years of study.

There is evidence that although graduates seek work life balance, their concern for career success draws them into a situation where they work increasingly long hours (Sturges and Guest, 2004). Wallace (1997) presents an alternative view that lawyers do not work long hours because they are highly committed to practicing law, or because it may further their legal career, or because they feel their work is important to society. She believes that lawyers appear to be driven in a somewhat involuntary way to work longer hours due to internal pressures if they are highly committed to work, or due to the external pressure of excessive work demands. Holbeche notes that “many admitted their own ambition was a key driver and that they were to some extent prepared to collude with their employers over such conditions in order to make career progress” (Holbeche, 1999:41).

Guest and Peccei ask the question whether people work these hours “out of a sense of obligation or fear or challenge” (Guest and Peccei, 1994:49). One possible explanation could be that lawyers feel they owe the firm their time and energy because they are being paid so much. Another possible explanation is that long hours reflect the level of engagement with their work and in their clients rather than any sense of coercion. The work provided is often interesting and responsible and a degree of autonomy may be granted; but the price paid for doing interesting work is that the employee has little opportunity to do anything but work. “‘Free’ time is captured and colonised by the employer” (Grugulis et al., 2000:99). There may also be an element of habit involved as once they have become accustomed to working long hours, they will effectively have reduced the other demands on their time.

In the past, work was controlled by supervision based upon physical presence.

Nowadays, many workers are controlled at a distance by monitoring processes or by

measurable outcomes. The use of modern technology permits more sophisticated forms of surveillance (Guest and Peccei, 1994), and also allows more freedom about where and when the work is done. For many knowledge workers, this blurring of work boundaries can lead to work becoming an addiction. A BlackBerry provides the ability to check emails 24 hours a day which means one can always effectively be at work.

Pressure to demonstrate commitment by working long hours is likely to be strongest in the early stages of the career “when competition to succeed in the promotion tournament is fiercest” (Sturges and Guest, 2004:7). Early success is a prime predictor of later success, so it is necessary to win early rounds in order to win later rounds (Gunz, 1989). Personal circumstances will also influence the impact of work life issues as financial pressures or lack of other resources may have negative consequences for domestic life. The ability to achieve the right balance between home and work may be one of the key influences on future decisions to stay with or leave the current employer.

### **Flexible working policies**

A lawyers’ life style survey based on over 1000 responses was carried out in 2001 (Hays, 2001). They found that 47% of solicitors worked between 50 and 59 hours a week, and 12% worked between 60 and 70 hours a week. In addition solicitors reported they were required to participate in business development socialising. A further survey concluded that the City of London “has largely failed to adapt to changing social expectations and new ways of working. It is dominated by a macho and long hours culture” (Parents at Work, 2004:1). In contrast, Dick in her research on the police force suggests that many women now consider family-friendly practices to be an aspect of their psychological contract as these practices “signal the organisations’ concern for enabling employees to balance work and family” (Dick, 2006:39). The growing number of dual career couples has assisted in a demand for more autonomy and flexibility.

Women who perceived that their organisations offered them flexible working hours reported higher levels of organisational commitment and job satisfaction than

women who did not. An offer of part time working can be seen to signal the organisation's investment in the employee. It demonstrates support for their family life and indicates a relational contract so the employee is likely to reciprocate with increased effort (Dick, 2006). However Hyman and Summers sound a note of caution as "work life balance policies are introduced primarily to meet business needs rather than those of employees" (Hyman and Summers, 2004:418).

Wallace (1999) carried out research in Canada investigating the conflict between work and non-work activities for lawyers. In both Canada and the UK women are over-represented among unemployed lawyers and women leave the profession in greater proportions than men. Wallace noted that married professional women typically bear a heavier burden of housework and child care than their male partners and it is this conflict between the two roles that encourages them to leave. More women than men report that they leave law firm practice because they want to achieve a balance between their work and their private lives.

A lack of work life balance can lead to more serious consequences as there is some evidence to suggest that lawyers are prone to suicide. This may be linked to the finding that solicitors are twice as likely to suffer an alcohol related death (Webley and Duff, 2007). In 1997, a study by the Canadian Bar Insurance Association found that the suicide rate among lawyers was nearly six times the rate of the general population (Malpas, 2007). A legal website ([www.legalweek.com](http://www.legalweek.com)) attracted a number of comments after the death in 2007 of a young lawyer in a City firm whom it was suspected had committed suicide due to the long hours he was working. The expectation that solicitors are required to work long hours generated strong feelings.

*"Partners expect lawyers to work all hours, have no life outside the office in exchange for the promise of partnership one day... the only thing is that for most of us partnership never comes."*  
(Edmond, 2007)

However other views were expressed which made it clear that the nature of the deal is very clear.

*“Choosing to work at a firm such as Freshfields is just that; an informed choice of money, stimulation and prestige obtained at the cost of long hours, personal costs and fierce competition...Bright young people know what they are in for at the City and Wall Street firms.*

*“Those who want ridiculous money should be able to work ridiculous hours.”*

(Edmond, 2007:2)

Suicide may be an extreme response to long working hours but management of the work life balance would seem to be an important component of the psychological contract of solicitors.

### **Summary**

This chapter looked at how law firms can shape the expectations of their employees and the implications of this for professionals. The role of HRM in influencing the psychological contract was examined with a particular focus upon both career and work life balance issues. Firms need to compete to secure talented staff and firms with the ability to pay attractive salaries and offer interesting development opportunities will find it easier to attract the best people. Less well resourced firms must offer imaginative employment strategies if they are to be able to compete successfully, including paying attention to the issue of work life balance.

The next chapter will examine the methodology followed in order to explore the nature of the psychological contract of solicitors and in particular the impact of promotion to partnership. The previous discussion has shown that there is a need to operationalise the psychological contract and the following chapters will outline the quantitative and qualitative techniques used in order to achieve this in practice.

## CHAPTER 5: METHODOLOGY

This chapter reviews the methodology adopted in the study. The research question is ‘can psychological contract theory help in understanding the impact of promotion to partnership upon the motivation and commitment of solicitors?’ The choice of an approach to research is contingent upon the nature of the phenomena to be studied. There is then a need to justify the chosen methodology and methods so that the conclusions can be seen to be valid. The current research is distinctive in that it combines quantitative and qualitative techniques. This prompts a deliberation of epistemological considerations about what may be regarded as acceptable knowledge (Bryman, 2008). It is recognised that there is a potential clash between the attempt to *explain* human behaviour which is at the heart of the positivist approach and the wish to *understand* human behaviour which underpins the interpretivist approach (Bryman, 2008).

The chapter begins by outlining the theoretical position adopted. The philosophical arguments will be explored and then the case for the use of mixed methods as a way of improving the quality of the research will be presented. The research strategy is then documented including the steps taken to access the field. A case study method was selected and the rationale for this approach is presented. This is followed by a discussion of the qualitative and quantitative approaches used in the research. The approach to data analysis is discussed and the chapter concludes by addressing the ethical issues relevant to the research.

### Theoretical perspectives

A paradigm is based on people's philosophies and assumptions about the world and the nature of knowledge, and thus in this context how the research is to be conducted. It is important for the researcher to be clear about the particular paradigm that informs their approach and to be aware that one chooses a paradigm to fit with one's ontological beliefs. The researcher must adopt a position, based on their ontological and epistemological beliefs, in the knowledge that this will both steer the research and influence the interpretation of observations throughout the study.

Ontology deals with whether social entities can be considered objective entities that have a reality separate to the individuals involved, referred to as objectivism. This approach was followed in the physical sciences which dealt in external, objectively knowable facts. In this tradition, truth was defined as a correspondence between description and reality. Positivism advocates the application of the methods of the natural sciences to social situations (Bryman, 2004) yet a central issue in research is whether the social world can be studied in the same way as one would approach the natural sciences. Critics of positivism (e.g. Guba and Lincoln, 1989) argue that the social world of business and management is much more complex and does not lend itself to theorising to produce ‘laws’ in the same way as the physical sciences.

The interpretive tradition took the position that social reality was mind-dependent and because of that truth was ultimately a matter of socially and historically conditioned agreement. The social sciences focus on the products of the human mind so, from a constructionist perspective, individuals are seen to play an active role in the construction of social reality. Social reality has a meaning for the participants and they are motivated to take action by the meaning they “attribute to their own acts and to the acts of others” (Bryman, 2008:16). This allows an interpretation of their actions and their world from their point of view. Constructionism aims to bring together objectivity and subjectivity to produce theory which is consistent with experienced reality as it is based on careful analysis of that experience.

The term constructionism can also be applied to the researcher’s account as this too is only one version of social reality. Research on human behaviour is an interactive process and is shaped by the researcher’s personal history, gender, race, class and personal experiences, and also shaped by the same features of the subjects of the research. The perspectives provided by participants are understood as socially constructed, as is the interpretation of the researcher.

Researchers holding a constructionist perspective believe that meaning is not discovered, but constructed, and people can construct meaning in different ways, even in relation to the same phenomenon. There is *no* true or valid interpretation, just more or less useful ones. Constructionism is both realist in the sense that organisations are ‘real’, but at the same time relativist in ‘the sense we make of

them'. Thus constructions are 'created realities' which do not exist outside the person who creates them. An explanation is offered, but this is not seen as definitive as the views of the participants are seen to be reflecting "constructed not objective realities" (Dick, 2006:43). Individuals use "sense-making" on the information available to them to create their reality" (Guba and Lincoln 1989:265). Interviewers and interviewees are always actively engaged in constructing meaning and rather than standing in the way of accurate depictions of experiences, the manner by which the meaning is constructed becomes the researcher's topic (Silverman, 2001).

The phenomenological paradigm is concerned with understanding human behaviour using the participant's own frame of reference. Phenomenology focuses on the subjective state of the individual, and it emphasises the subjective actions of human beings by focusing on the meaning, rather than the measurement, of social phenomena. The phenomenological method is designed to minimise the imposition of the researcher's presuppositions on the data and the aim is to attempt to see things from the research participant's point of view.

### **The paradigm wars**

There has been a long standing debate which can be traced back to the late 19<sup>th</sup> century on the paradigms denoting particular ontologies and epistemologies which should guide research. "Paradigm purists" (Tashakkori and Teddlie, 2003:7) argue that compatibility between quantitative and qualitative methods is impossible owing to the incompatibility of the paradigms underlying these methods. Others argue it is possible to synthesise the two approaches rather than accept their inherent incommensurability (e.g. Jackson and Carter, 1991).

Burrell and Morgan (1979) argued that a synthesis of the positivist and interpretivist paradigms cannot be achieved; they must remain discrete and develop independently as the paradigms are incommensurable. From this perspective, positivist and interpretivist axioms are seen as contradictory and mutually exclusive as they are based on incompatible assumptions about the nature of the social world. Smith and Heshusius (1986) argue strongly that the claim of compatibility cannot be sustained. However despite their influential defence of the need to maintain separate

paradigms, over the last 20 years pragmatism has emerged as a counterargument. There have been several important works which have established mixed methods as a separate field (Tashakkori and Teddlie, 2003).

Positivism was “increasingly discredited” (Tashakkori and Teddlie, 2003:6) after the Second World War and there were pressures towards convergence that suggested a move away from the separate paradigms model. The increased legitimacy of qualitative research methods and the unpopularity of the paradigm wars (Hammersley, 1992a) “contributed to the current advocacy of the multiple paradigms perspective” (Smith, 1996:24).

The argument against mixed methods is based on two premises: that research methods carry epistemological commitments and that qualitative and quantitative research are separate paradigms. It is suggested that the assumptions, values and methods of separate paradigms are intertwined and incompatible. These arguments rely upon a belief that research methods have fixed epistemological implications, and that qualitative and quantitative researches are in fact paradigms. Bryman (2008) argues strongly that these positions are difficult to sustain. Hammersley believes that researchers can use practices normally associated with the other tradition, as “philosophical assumptions do not have strongly determinate implications for how we should carry out research” (Hammersley, 1992a:142).

Qualitative researchers believe that the best way to understand any phenomenon is to view it in its context. They choose to allow the questions to emerge and change as one becomes familiar with the study content. They do not assume there is a single unitary reality apart from our perceptions – there are multiple realities constructed by human beings (Krauss, 2005). Denzin and Lincoln (1998) argue that qualitative research is inherently multi-method as the combination of multiple methods, empirical materials and perspectives adds depth to any investigation although they recognise that it also “embraces constant tensions and contradictions” (Denzin and Lincoln, 1998:6).

Crotty (1998) argues that the distinction between qualitative and quantitative research occurs at the level of methods rather than at the level of epistemology or



theoretical perspective, believing that research can be “both qualitative and quantitative without this being in any way problematic” (Crotty, 1998:15). Bryman (2008) concludes that it is important not to exaggerate the differences between quantitative and qualitative research as the connections between epistemology and ontology are not perfect.

### **Principles of research design**

The process of research design frequently starts with a real life issue that needs to be addressed, and this then leads to the aims and objectives of the research. The researcher approaches the world with a set of ideas, a framework (theory, ontology) that specifies a set of questions (epistemology) that he or she then examines in specific ways (methodology) (Denzin and Lincoln, 2000). The research design of the current study has been guided by a variety of epistemological, theoretical and practical considerations. These considerations will be outlined before the various stages of the research process are explained.

The focus of this research is on understanding the psychological contract of solicitors which involves examining the processes through which people create meaning. The current research adopts a predominately constructionist perspective to explore how solicitors view their jobs and in particular the aspect of promotion to partnership. The data generated needs to be interpreted in relation to both the research question and the method of collection used (Brannen, 2004).

When both qualitative and quantitative data are used, one type of data may be used to corroborate another type of data, or one type of data may facilitate the collection of another type of data, or different sets of data may be employed to address different but complementary aspects of an investigation (Brannen, 2004). In mixed methods research the data obtained by the quantitative and qualitative methods used “should be mutually illuminating” (Bryman, 2008:603).

A reflexive stance is required whereby it is necessary to explore and acknowledge how the role of researchers impacts upon the research process as a whole.

Reflexivity requires a conscious effort to be aware of the subjective biases of the

researcher and their ability to understand the subject's frame of reference. It is important to recognise the presence of the researcher in the research and "the possibility of different interpretations, and the slippage between the meanings of researched, researcher and reader should be borne in mind, not as bias ... but rather as part of the complex texture of accounts of social relations" (Grey, 1998:574).

In the current study, the quantitative research deals with different research questions from the qualitative material. The former was designed to construct an overview of the psychological contract of solicitors, while the latter was designed to better understand the factors underpinning the psychological contract, and in particular the impact of promotion to partnership. The move from a focus on the quantitative data to a focus on the qualitative data also represents different stages in the author's learning and development. Initially the author held a broadly objectivist research view and this matured during the course of the research to a view that leans much more towards the subjectivist nature of the social construction of the world.

The researcher must strive to acknowledge any bias and document the data collection and processing techniques, thereby leaving an audit trail which can be followed by researchers in the future. An account of the procedures and methods followed enables an assessment to be made of the thesis's findings. Internal validity is concerned with whether the causal relationships make sense, while external validity relates to the transferability of the study's findings (Bryman, 2004). The research may have theoretical value by helping to explain or challenge accepted models while the pragmatic value of the research can be assessed by the usefulness of the research to stakeholders.

### ***Validity, reliability and generalisability***

There is a need to ensure that any research is conducted with rigour. There is a debate about the criteria which should be used for assessing the quality of mixed methods research (Bryman et al., 2008). Reliability, validity and generalisability are less likely to be viewed as criteria of qualitative research and alternative criteria such as credibility, transferability, dependability and confirmability (Bryman et al.,

2008:267) may be preferred. The following discussion outlines how these may be achieved.

*Reliability* “refers to the degree of consistency with which instances are assigned to the same category by different observers or by the same observer on different occasions” (Hammersley, 1992b:67). Raimond urges researchers to ask themselves “will the evidence and my conclusions stand up to the closest scrutiny?” (Raimond, 1993:55). It can be argued that if a research finding can be repeated, it is reliable. Different views of reliability emerge under the positivistic and phenomenological paradigms, and the latter tends to focus on “whether similar observations and interpretations can be made on different occasions and/or by different observers” (Hussey and Hussey, 1997:57).

Although reliability is not given the same status in phenomenological research as it is in positivist research, it is still very important that the phenomenological researcher is committed to following procedures which ensure ‘authenticity’ (Guba and Lincoln, 1989). In order to have confidence that the findings accurately reflect the situation, the data collected during the research must be accurately collected, meticulously recorded, carefully maintained and precisely presented for subsequent analysis. Thus it was vital that the interviews in this study were recorded, carefully transcribed and analysed.

*Validity* is the extent to which the research findings accurately represent what is really happening in a situation (Hussey and Hussey, 1997). In phenomenological research the aim is to gain access to the knowledge and the meanings attached to the events of the participants, and consequently validity should be high under such a paradigm. Errors in the research process such as the selection of a poor sample or inaccurate measurement can undermine validity.

Managing relationships with subjects is an important aspect of validity. When conducting interviews, attention must be paid to establishing rapport. To maintain authenticity, emergent interpretations must stay as close as possible to the participants’ experiences. The process of reflexivity in feeding the researcher’s

interpretations back to the participants allows them to react to them and for the interpretations to be further refined.

*Generalisability* is concerned with the application of research results to situations beyond those examined in the study. The purpose of the current research is to consider whether the patterns, concepts and theories generated can be applied across other firms of solicitors, and perhaps other professionals, by gaining an in-depth understanding of the behaviours, subjective meanings and processes observed.

### **The use of multi-strategy research**

Silverman (2001) argues that methodologies are more or less useful and some methodologies can be used under either a positivistic or phenomenological paradigm, according to the assumptions of the individual researcher (Hussey and Hussey, 1997). The generation of knowledge can be understood with reference to the procedures and processes involved in doing research as well as the ideas that underpin the framing of the research questions. From this perspective “the issue of two competing paradigms of qualitative and quantitative research recedes into the background” (Brannen, 2004:324). Bryman (2008) is clear that epistemological and ontological considerations may be *associated* with particular research methods but are not deterministic.

There are a number of positions that researchers adopt in the use of paradigms. Some believe that methods and paradigms are independent of one another so mixed methods research is permissible (e.g. Bryman, 2008). This is particularly the case in applied fields on the basis that in the ‘real world’ “method can be separated from the epistemology out of which they emerged” (Tashakkori and Teddlie, 2003:18). There is also a pragmatic argument exemplified by Miles and Huberman (1984:21) who noted that “epistemological purity doesn’t get research done!”

There are two alternative discourses displayed when assessing mixed methods research. The particularist discourse views mixed methods as “only appropriate when relevant to the research questions being asked” while a universalistic discourse views mixed methods as “providing better outcomes more or less regardless of the

aims of the research” (Bryman et al., 2008:270). The conclusions reached were that the methods used should be relevant to the research question, the procedures employed should be transparent, and the findings should be integrated.

A case study approach allows the use of multiple sources of evidence and coverage of a broader range of issues. It also allows the development of “converging lines of enquiry” (Yin, 2003:98) which should mean that any conclusions reached are likely to be more convincing as they are based on several different sources of information. The current research uses a case study approach which combines both quantitative and qualitative methods. Bryman (2001) argues that different methods are capable of being fused and that confidence in the findings of the research can be improved by the use of different methods of measuring a concept.

The choice of strategy must be made in the light of the research aims and objectives. The survey approach has value in the initial stages of the research as it allows a comparison with published research on other occupational settings, for example Guest and Conway (1998), and will focus attention on those areas where further exploratory work is required. The aim of a survey is to collect standardised data from a sufficient population in order to allow comparisons to be made and theories to be tested. The data collected represents a useful ‘snapshot’ taken from a larger group than it was possible to conduct face to face interviews with.

A survey can discover how many respondents are planning to leave their current employer in the next 12 months, but may not be able to uncover the reasons why. In order to understand ‘why’ the results occur and ‘what’ they mean more qualitative methods must be used. An ethnographic approach in the later stages will allow the research to focus upon the meanings that the participants attribute to events and their own behaviour.

### **The case study method**

Case study researchers aim to assist readers in the construction of knowledge and Stake notes there may be “a tolerance of ambiguity and the championing of multiple perspectives” (2000:443). The use of multiple data sources and triangulation

strengthens and improves the validity of any findings (Yin, 1994). Qualitative approaches may suggest conclusions which may not be readily apparent where only quantitative data are used, and should provide a better understanding of the context (Boon, 2005).

Case study research consists of detailed investigations of one or more organisations that provides an analysis of the context and processes involved in the phenomenon under study (Yin, 1994). The research involves an extensive examination of a phenomenon of interest which focuses on understanding the dynamics present within a single setting or a small number of settings. Case studies have been widely used in organisational studies when there is an interest in studying ‘bounded’ systems. The case study has the potential to answer the ‘why, what and how’ questions, and may include questionnaires, interviews, observation, documentary analysis and focus groups to obtain in-depth knowledge (Stake, 1995).

There is a need for the researcher to explore both what is common and what is particular about a case usually with an expectation that this will enable generalisability to other cases. The case should be organised around a number of research questions: in the current research this includes questions such as ‘What are the influences on the psychological contract of solicitors?’, and ‘What impact does the possibility of promotion to partner have upon the psychological contract of solicitors?’ These issues represent “complex, situated, problematic relationships” (Stake, 2000:440).

Stake (2000:448) argues that the conceptual responsibilities of the case researcher are to:

- Conceptualise the object of study to identify the boundary of the case
- Select the issues which will form the research questions
- Seek patterns of data to develop the issues
- Triangulate key observations and bases for interpretation
- Select alternative observations to pursue
- Develop assertions about the case.

The theoretical propositions in the current study are as follows:

- The type of commercial firm (national, regional or City) will influence the psychological contract of solicitors
- The position in the firm (partner or non-partner) will influence the psychological contract of solicitors
- Gender will influence the psychological contract of solicitors
- The perceived possibility of making partner will influence the psychological contract of solicitors

The case study report may be structured in a number of ways. One approach is to answer the same questions for each case, then provide a summary for each one. An alternative approach is to write the whole report as a cross case analysis by identifying a number of relevant themes with each section covering a separate issue, which is the approach adopted in the current research. The researcher has to make a number of decisions about how to ‘tell the story’ of the respondents and decide on the criteria of representation. There is a need to distinguish between *etic* analysis based on the researcher’s concepts and *emic* analysis, deriving from the conceptual framework of the participants (Lett, 2008).

### **Design of the current research**

The current research adopts a multiple-case design (Yin, 2003) as there are three different types of commercial law firm studied – City, national and regional. City firms are defined as having a minimum of 20 partners and a location in the City of London. National firms were defined as having offices around the country and usually having an office in London. Regional firms were defined as having 20 partners or more in a geographical area outside the City. The research uses an ‘embedded’ approach as within each case a number of individual solicitors formed the units of analysis. The use of multiple cases is often considered to be more compelling with the results obtained being more robust. The cases selected must either predict similar results (literal replication) or predict contrasting results but for predictable reasons (theoretical replication) (Yin, 2003). The current research was exploratory in the sense that it was not clear at the outset which factors, such as firm, position and gender, were most important in shaping the psychological contract, or

whether the process of professional socialisation received mediated the impact of these factors.

The research was designed in two stages in order to obtain information about both content and process and these are described in more detail below. The quantitative stage was based on a telephone questionnaire and the qualitative stage on face to face in-depth interviews.

### **Quantitative stage**

Research on psychological contracts has been dominated by cross-sectional questionnaire surveys, partly due to the problems of gaining access. It had originally been hoped in the current research that one firm in the Midlands would allow access for a longitudinal study, but changes in personnel at the firm meant this did not happen. Conway and Briner (2005) noted that of the 56 empirical studies they reviewed only 10% were based on qualitative data from participant interviews. There is inevitably an emphasis on content rather than process and there have been suggestions that there should be more studies which use in-depth interviews (Morrison and Robinson, 1997).

The design of a good questionnaire is a complex process which requires a number of iterations over a period of time. Decisions need to be made about the type of question to be included and the overall format of the questionnaire. Questions of fact relate to biographical details such as age and length of service and these act as controls. Questions of attitude have no 'correct' answer, and their usefulness is precisely because people respond in different ways. Although questionnaires can be easier to administer and relatively straightforward to answer, those items which are important to the participant may not be included (Conway and Briner, 2005).

Questions can be open, requiring some sort of statement, or closed, requiring a response to a pre-determined category. It is possible to construct questions which provide some structure to the answers and one of the most common forms of this is the Likert scale where respondents are presented with a statement and have to indicate their strength of agreement with it, for example:



This organisation treats employees fairly:

Agree strongly  
Agree  
Neither agree or disagree  
Disagree  
Disagree strongly

Although it is possible to have any number of points on the scale, the participants may not be able to distinguish if there are too many; five is common, but some have three or seven. Some scales are constructed with an even number of points to force the respondent to avoid the middle position, and this approach was followed in the current research to replicate the Guest and Conway surveys. The strength of using Likert scaling is that the data obtained is easy to analyse, but may be superficial (Easterby-Smith et al., 1997; Guest and Conway, 1997).

### ***Guest and Conway surveys of the psychological contract***

A decision was made to explore the psychological contact of solicitors by using a version of the questionnaire that Guest and Conway developed for a series of annual surveys they conducted for the CIPD between 1996 and 2004. The Guest and Conway questionnaires were completed by telephone interviews with between 1000 and 2000 participants on each occasion. They focused on different themes for the various surveys, such as employee motivation (1997), public and private sector perspectives (2001) and pressure at work (2002). Accordingly each survey asked some of the same questions to enable a review of how the situation was changing over time but also asked questions designed to explore the particular topic of interest that year. Their data are available for large samples over a number of years and it offered an apparently sound foundation for further exploration with a different occupational group.

The majority of the questions used in the current research were taken from Guest and Conway's annual surveys (1998) although some were discarded (e.g. trade union membership; educational qualifications) as they were not relevant to solicitors. Inevitably the number of questions is limited so some issues are addressed by only one or two questions when it might be preferable to use more. It is recognised that using only some of the questions in the original survey may have an impact on internal reliabilities, although in fact the original surveys used some different questions each year depending upon the specific focus.

The survey can be found in Appendix 1 and covers the following areas of interest:

- Background variables (12 questions)
- Expectations of the employer (12 questions)
- Perceived organisational support (4 questions)
- Procedural fairness (2 questions)
- Experience of involvement (3 questions)
- Perceptions of employment relationship (1 question)
- Experience of change (2 questions)
- Trust in management (4 questions)
- Performance and reward (6 questions)
- Work life balance (5 questions)
- Work motivation (1 question)
- Loyalty to the firm (1 question)
- Satisfaction with employment (3 questions)
- Intention to leave the firm (6 questions)
- Work and life satisfaction (6 questions)

The background variables used by Guest and Conway were amended to relate to solicitors and were as follows:

- Firm name
- Position in the firm
- Area of law
- Year qualified
- Year became partner
- Number of law firms worked for
- Age
- Ethnic origin
- Length of time with this firm
- Employed full or part time
- Typical number of hours worked in a week

- Time spent commuting each day

The categories used, for example in ethnic origin, were selected to allow comparison with Law Society statistics (Cole, 2001). Some questions, such as the question about the amount of time spent on commuting, were inserted as a result of feedback during the pilot interviews, which suggested that it was an important factor in relation to the issue of work life balance. The question relating to the area of law they practised was not used in the analysis as it became clear that in a commercial firm the differences between say banking law and education law were not sufficiently clear cut to allow meaningful distinctions to be drawn.

The question on the extent to which they expected to be treated with respect by their employer was inserted as this proved to be important in the Purcell et al. (2003) study on the links between HR techniques and performance. Generally the questions in this survey were phrased to ask about the extent to which they agreed or disagreed with a statement, where the Guest and Conway survey provided more individualised response categories. The results are presented in similar ways on each occasion with percentage scores provided for the various questions.

### ***Selecting a sample for the questionnaire***

The main aim of sampling is to construct a subset of the population which is representative in order to be able to infer statistically that the pattern observed in the sample will be replicated in the population. A stratified sample would look at the proportions of, say, partners and other fee earners and design a sample to reflect this, although individuals would be selected at random within each of these categories. Natural sampling occurs when the researcher has little influence on the composition of the sample, perhaps because only certain employees are available at the time of the study. Response rates are an important factor, as non-response can create considerable bias, although this can be tested and controlled.

A larger sample is likely to improve the level of accuracy and the confidence which can be placed in the results. The size of sample is affected by the kind of statistical analysis which is planned, and the expected variability within the samples and the

results. The greater the expected variation, the larger the sample needs to be (Hussey and Hussey, 1997). Both the quantitative and qualitative findings in this research are based on a convenience sample although a concern for “representativeness” (Miles and Huberman, 1994:29) in terms of their background factors was applied to the selection of respondents. The solicitors surveyed were not meant to be representative of the whole population of lawyers in any statistical sense as this would have required larger numbers than it was possible to obtain.

The three main firms studied will be referred to as Firms N, R and C, being the national, regional and City firms respectively. The figures in the table below show the number of partners and solicitors employed in each firm, excluding trainee solicitors.

<i>Type of firm</i>	<i>No of offices</i>	<i>No of partners</i>	<i>No of solicitors</i>
Firm N	9	347	1360
Firm R	3	22	30
Firm C	1	68	239

*Table 5-1 Data on size of firms studied*

Firm N was the largest firm studied with 9 offices around the country, including a London office. They also had 5 offices located overseas. Each branch office had between 4 and 42 partners with 121 located at the Head Office in London. The gearing of the firm was 1:2.5 partners to solicitors. Firm R was the smallest firm studied with 3 offices located in the north of England. The gearing of the firm was 1:0.7, much lower than for Firm N. Firm R had one office located in the City of London. The gearing of the firm was 1:2.9, the highest of the firms studied.

Initial contact was made with potential interviewees by letter (see Appendix 2) circulated by the HR departments in each firm. This letter introduced the research and its objectives and provided potential interviewees with the researcher’s contact details. It was made clear that participation was entirely voluntary.

A total of 128 staff from 15 firms were surveyed but 89.8% of the sample came from three firms. 63.3% worked for a national firm in three separate locations in the north

of England, 30.5% worked for regional firms, and 6.3% worked for City firms. The regional firms were also located in the north of England, with the majority of the respondents working in Newcastle, Leeds and Manchester.

<b>No of fee earners</b>	<b>Number</b>	<b>%</b>
National firm	81	63.3
Regional firms	39	30.5
City firms	8	6.3
Total	128	

*Table 5-2 Frequency table of respondents in different types of firms*

The table below shows the numbers of partners, solicitors and trainees interviewed by telephone in each type of firm.

<b>Type of firm</b>	<b>No of partners</b>	<b>No of solicitors</b>	<b>No of trainees</b>
National	13	58	10
Regional	16	19	4
City	4	2	2
Totals	33	79	16

*Table 5-3 Telephone interviews conducted by type of firm and level of staff*

### Qualitative stage

The 34 face to face interviews were conducted in the offices of Firms N, R, and C and the table below shows the numbers of partners, solicitors and trainees interviewed in each firm. Two of the partners interviewed were members of their firm's partnership appointment committees and they provided their views on both the process and the qualities required to be promoted to partner.

<b>Type of firm</b>	<b>No of offices visited</b>	<b>No of partners</b>	<b>No of solicitors</b>	<b>No of trainees</b>
National	3	4	8	3
Regional	3	8	7	
City	1	2	2	
Totals	7	14	17	3

*Table 5-4 Face to face interviews conducted*

The interview is one of the fundamental qualitative techniques. It is necessary to indicate the type of interview, what interviewing techniques are employed, and in what sort of setting the interviews are conducted (Crotty, 1998) in order to identify and justify the research process. The main reason for conducting qualitative interviews is in order to understand “how individuals construct the reality of their situation, formed from the complex personal framework of beliefs and values which they have developed over their lives in order to help explain and predict events in their world” (Jones, 1985:45).

The interviewer should have some broad questions in mind, and as they see patterns emerge from the data, then they can use this understanding to explore particular directions. Due to the nature of the research it was important that the questions did not restrict the participants and enabled them to talk freely about issues as they emerged. The questions used were open ended to allow the participants to go into as much or as little detail as they wanted. In this study the following questions were asked initially and then followed up depending upon the response:

- Why did you decide to become a solicitor?
- How has your career developed?
- How did you become a partner (for partners)?
- Do you hope to become a partner (for non-partners)? What would you do if you did not make partner in this firm?
- Have you ever gone the ‘extra mile’ for your employer? What happened, and what was the response?
- Has the firm ever gone the ‘extra mile’ for you? What happened, and how did you feel as a result?

These questions were selected as the literature review had suggested these themes were likely to be important in the formation of the psychological contract. The decision to become a solicitor will be based on a number of personal attributes and circumstances and there will be a number of initial expectations about what the role may involve. These may or may not have proved to be accurate in reality. The question on career development was a device used to allow them to ‘tell the story’ of

their career to date and follow up questions were used to explore significant points and why they made particular decisions at particular times. The questions on partnership flowed from the question on career development as these looked at the aspirations surrounding partnership and in particular the response if partnership in the current firm was desired but not forthcoming.

The questions on going the extra mile were designed to explore the expectations they believed the firm had of them and also what they expected from the firm. Rousseau (1990) notes that one of the problems with identifying the content of the psychological contract is that the more implicit expectations are only identified when they are breached. Questions which focus on the extra mile in fact also cast light on what is regarded as 'normal'. The questioning was based on the critical incident technique, discussed in more detail below. Given the theoretical work on psychological contract violation (e.g. Robinson and Rousseau, 1994), this approach offers the possibility of tapping into those events which were critical in shaping the psychological contract.

The use of in-depth interviews produces interpretations of the psychological contract, grounded in the language of both the employee and their organisational context. This is in line with a view of the psychological contract as a highly individualised subjective construct (Rousseau and Tijoriwala, 1998). Interviews enable an understanding of how employees understand and describe key aspects of their psychological contract although they do not allow an examination of causal relationships or generalise findings across cases (Conway and Briner, 2005). Morrison and Robinson (1997) recommend the use of qualitative interviewing together with use of the critical incident technique as particularly helpful in improving our understanding of the dynamics of breach.

Successful interviewing requires a skilled interviewer able to develop an understanding of the interviewee's world. It must be remembered that a questionnaire answered over the phone is still a social interaction, and responses may be affected by factors such as perceptions of the researcher's social class, age and apparent motives. A skilled interviewer needs to be sensitive and perceptive, and to refrain from projecting their own opinions and feelings on to the situation. It is

important for the interviewer to avoid stating personal views and to appear equally accepting of any answer. Summarising one's understanding to the respondent as the interview progresses is a useful way of checking that an accurate picture is being obtained.

### ***Critical incident technique (CIT)***

It was decided to use the CIT in the interviews, asking the respondent to recall an incident where they felt they received more from their employer than they could have expected, and an incident where they felt they gave more than their employer could have expected. This approach helps to address the concern that research on the psychological contract is dominated by surveys which explore general beliefs rather than focusing on specific critical incidents that are central to understanding the psychological contract (Dick, 2006).

The CIT was first used over 50 years ago when the positivist approach to social science research was largely unquestioned. It is defined as “a set of procedures for collecting direct observations of human behaviour in such a way as to facilitate their potential usefulness in solving practical problems and developing broad psychological principles” (Flanagan, 1954:327). It was originally used as a scientific tool, but now tends to be used within an interpretive or phenomenological paradigm (Chell, 1998).

An incident is defined as “any specifiable human activity that is sufficiently complete in itself to permit inferences and predictions to be made about the person performing the act” (Flanagan, 1954:327). He used the term ‘critical’ to mean that the incident “must occur in a situation where the purpose or intent of the act seems fairly clear to the observer and where its consequences are sufficiently definite to leave little doubt concerning its effects” (1954:327). Chell (1998) described the technique as a way of capturing the thought processes, the frame of reference and the feelings about an incident which has meaning for the respondent. She provided an alternative definition:

*“The critical interview technique is a qualitative interview procedure which facilitates the investigation of significant occurrences (events, incidents,*



*processes or issues) identified by the respondent, the way they are managed, and the outcomes in terms of perceived effects. The objective is to gain an understanding of the incident from the perspective of the individual, taking into account cognitive, affective and behavioural elements”*

(Chell 1998:56)

The outcome is context-rich, but is also viewed entirely from the subject's perspective (Chell, 1998). The technique has been criticised for the potential inaccuracy of recall by the subject but the invitation to focus on 'critical' issues helps to ensure good recall. It is recognised that interviewees may have imperfect recollection of their own motives, "rationalising behaviour so that past actions reflect current identity" (Boon, 2005: 258). The counter argument is that it is the respondent's perceptions which are likely to influence their behaviour so accuracy is less important than the impact that their perceptions have. As the issues are viewed in context, the technique provides a rich source of information on the feelings, attitudes and perspectives on matters which they have chosen as being important to them. There is believed to be only one previous study (Herriot et al., 1997) which used a critical incident technique to examine the content of psychological contracts.

### **The conduct of the research**

This section begins by describing how access to the study cohort was achieved. It will review how the survey participants were identified and how the data were analysed. It goes on to discuss the methodological issues relating to the conduct of the interviews and the transcription of the tapes. This is followed by a discussion of the issues involved in analysing the data.

Gaining access to solicitors can be difficult as firms may not wish to engage due to the time and resources required. It was clear from the earliest stages that gaining access to busy professionals who customarily charge for their time by the hour would pose challenges. The author has certain advantages in that she is married to a former member of a Law School at a university and through him has been able to develop contacts with solicitors. She has taught on courses for trainee solicitors for a number of years, has delivered consultancy on the introduction of a performance management scheme to a regional firm of solicitors, and has been able to develop a

network of contacts as a result of attendance at conferences such as the International Bar Association. Although much of the information gained by carrying out the consultancy and teaching trainee solicitors is not directly reported in this thesis, the time spent talking to both fee earning and non-fee earning staff provided an insight into law firms which proved invaluable throughout the research.

### **Data collection**

The data collection was conducted in stages as follows:

#### *Stage One: Telephone questionnaires*

- Negotiate access to firms of solicitors
- Arrange initial interviews with HR staff
- Design and pilot telephone questionnaire
- Conduct telephone interviews

Buchanan et al (1988:53) argue that the researcher should adopt an “opportunistic” approach to fieldwork in organisations given that there is a tension between what is theoretically desirable and practically possible. They believe that negotiating access to organisations is “a game of chance , not of skill” (1988:56) and that the use of friends and relatives can be helpful in getting to the ‘gatekeepers’. The author used her contacts to approach the Managing Partner in a number of firms to request that access could be provided to solicitors.

The firms approached included local, regional and City firms. This proved to be a time consuming process. One regional firm based in the Midlands initially agreed to the research but then the appointment of a new HR manager led to a change of mind after several months of discussions. There were also problems with the City firm as it had been initially indicated that it would be possible to have wide access to staff, but then it was restricted to a much smaller group than originally planned. Where permission was given, conversations were then held with the HR staff to understand the context in which the firm was operating and data were gathered from documentary evidence such as policies and procedures. In order to ensure confidentiality all secretarial work was carried out by the author. Solicitors included

in the study were not made known to other participants or to other staff in the firm. It did become apparent that some participants had discussed their involvement with colleagues and as a result some of these colleagues contacted the researcher and volunteered to be interviewed.

A total of 128 telephone interviews were conducted during the period June 2004 to October 2005 with each typically lasting 10-15 minutes. Most calls were made to the work number, but two people after an initial conversation at work asked to be called at their home number as they felt they would be overheard in the office. As many of the questions were based on a Likert scaling, many answers were in the form of a number, relating to 'strongly agree' etc, so nobody listening would know which question was being answered.

Everybody who completed the telephone questionnaires was asked if they would be willing to conduct a face to face interview, and they agreed with only two exceptions. Gaining permission from such a large number made it easier to select those who would form the sample for the in-depth interviews in an attempt to achieve 'representativeness' in the gender, position and type of firm of the interviewees. In Chapter 6 some of the data is compared with data from the Law Society to establish the extent to which the sample reflects solicitors in the UK based on factors such as age, gender and position in the firm.

*Phase Two: Face to face interviews*

- Arrange face to face interviews with solicitors to explore aspects of their psychological contracts
- Transcribe tapes and send to participants for verification of findings
- Maintain research diary of critical events

A convenience sample was used based primarily on one regional, one national, and one City firm of solicitors, although representatives of other regional firms were also included. A total of 34 face to face interviews were conducted. The eventual interview cohort consisted of 19 male and 15 female solicitors, with 14 partners, 17 solicitors and 3 trainee solicitors.

A research diary was kept throughout the periods of data collection in stages one and two. This approach provided a record of the author's reflections immediately after each interview together with ideas about the practical and theoretical implications these observations may have. It was an important reflective tool that enabled the author to record her own observations of her role as a researcher. The research diary assisted in interpretation of the results as it was useful to be reminded of factors such as her feelings when conducting the interview during the process of analysis. For example, on one occasion while interviewing Jim, the author was struck by the regrets he expressed at having seen so little of his children while they were growing up, and how it was impossible to get that time back. It had been expected that the issue of having children would arise for women but this increased awareness of the part it could play in the decisions men made about their careers.

### ***Interview process***

Face to face interviews were conducted over an eight month period between October 2004 and May 2005. All respondents were interviewed in a meeting room at their firm during working time. All interviews followed a similar format as discussed previously which was informed by the psychological contract literature and the analysis of the telephone interviews. The researcher made contemporaneous notes during the interviews as a guide to further questions and as a safeguard against poor tape quality. These provided prompts during the interview if it was thought helpful to explore an aspect further, and also provided guidance on potential themes during the analysis stage.

As appropriate, conclusions and interpretations were fed back during the course of the interview to ensure that the notes represented an accurate picture of their views. All the interviewees were sent a copy of their interview transcript with a request to make any amendments they felt necessary, or to add additional information if they wished after they had an opportunity for further reflection. A number did provide corrections, mostly to the punctuation, but none added any extra information. In addition the two chapters on qualitative findings were given to lawyers from the firms involved to check that the interpretations fitted their experience. The feedback

suggested that they found the information portrayed was accurate and the conclusions drawn were appropriate.

During the pre-interview briefing stage interviewees were informed that the purpose of the interview was to explore the nature of their psychological contract with their firm. The explanation given for the term 'psychological contract' avoided academic jargon by stating that this meant the expectations they had of their firm and what they felt the firm expected of them. This is in line with the definition of the psychological contract adopted in this research, as outlined in Chapter 3: the focus is upon the *expectations* each party has of the other, including the obligations that each party may feel toward the other. All participants who had not previously completed a telephone questionnaire were asked to complete it face to face as this provided background information about their position, experience and views. This served as a way of settling the interviewee down if the researcher had not previously had contact with them.

Respondents were asked if they would permit the interview to be taped and permission was granted in every case. They were also told they could refuse to answer any question or terminate the interview at any time, although in fact nobody exercised these options. On two occasions interviewees became upset as they recalled particular incidents and the tape was switched off for a brief period but the interview continued afterwards. A conscious decision was taken to allow participants to tell their own story at their own pace and any unanswered questions were returned to at a later point in the interview.

The first question asked of all participants was 'why did you decide to become a solicitor?' It was hoped that this was a question that all participants could answer relatively easily, and is a starting strategy advocated by King (2004). This was followed by a discussion of their career to date and how this had compared with their expectations prior to becoming a solicitor. The interviewee's experience of psychological contract breach was explored by asking for 'critical incidents' and their feelings about these.

When solicitors identified psychological contract breach or violation they were asked to describe the circumstances surrounding the events. This typically took a chronological approach and the interviewer asked at each point what happened next, and how did you feel about this. This sometimes led to interviewees going back in time to tell the interviewer of other events that had happened to either themselves or colleagues as this helped to explain their feelings and responses for the event they were discussing.

Question 28 in the telephone questionnaire (see Appendix 1) asked if they were planning to leave the firm within the next 12 months and any positive responses to this were explored further during the interview. Before ending the interview all participants were asked if there were any other issues they wished to discuss which had not been covered in the rest of the interview. All interviews were then concluded with a post-interview debriefing which gave the interviewee a chance to ask any questions and the interviewer to provide reassurance about the confidentiality of the material.

The interviews varied in length from 50 minutes to over two hours. The use of a tape recorder was essential for providing an accurate transcript, and enabled the researcher to hear things which might have been missed first time. In all cases the recording quality was sufficient that the interviews could be transcribed in full. The transcription was carried out by two experienced individuals who signed confidentiality agreements.

## **Data analysis**

### *Stage Three: Data Analysis*

- Enter quantitative data into Excel and SPSS and carry out analysis
- Enter data into NUD\*IST and carry out analysis
- Feedback results to the participants in order to further refine the development of theoretical models

Analysis of data consists of examining, categorising and combining the evidence to address the research propositions (Yin, 2003). In any research that employs several

data collection techniques, it will be necessary to use more than one approach to data analysis. There are two main sets of data to be analysed: the quantitative data on the 'state' of the psychological contract; and the qualitative data surrounding the meanings behind the behaviours, understandings and experiences of the participants. The process of data analysis starts immediately as the researcher tries to give meanings to first impressions. Initially there is a direct interpretation of the individual instance, and then there is an aggregation of the instances until something can be said about them as a class. The sheer quantity of data generated through the research proved to be a difficult and challenging task to tackle.

### ***Quantitative data analysis***

The first stage of data analysis involved coding the telephone questionnaires and entering the data into Excel. This was done as the graphics available in Excel are superior to those in SPSS. The data were then imported into SPSS to enable more sophisticated statistical analysis. Firstly descriptive statistics were calculated in order to obtain a feel for the data and then correlations and regressions were calculated to test for linkages between the data. Appendix 3 contains the descriptive summaries of background variables and Appendix 4 shows how the variables were constructed.

This process raised a number of questions about 'why' the data was like this, and this provided guidance for the areas to focus upon during the second stage of data collection. For example, it had been anticipated that the issue of children would be important when reviewing work life balance, but the telephone interviews suggested this area was worth exploring further for those who were currently childless as the decision whether or not to have children was closely connected with their overall career plans. Statements made by some participants to clarify their responses were also recorded and considered with the other qualitative material. Documentary evidence was also examined to ensure an understanding of the context of the firms.

A number of scales were constructed in order to explore the linkages in the data. A scale is a multiple-indicator measure in which "the score a person gives for each component indicator is used to provide a composite score for that person" (Bryman, 2004:543). The SPSS software was used to construct the scales based on the

questions asked on particular topics, such as procedural fairness and their experience of involvement. The separate items can be combined to form a scale which can be used as a predictor or as a dependent variable.

The internal reliability of the scale, that is to say the extent to which the items relate statistically to each other and to the overall scale score can be measured by the value of Cronbach's Alpha reliability coefficient which is the most popular test of inter-item consistency (internal reliability). A score of 1.0 would indicate perfect correlation and therefore complete internal consistency (Bryman, 2004) while a score of zero indicates no correlation. There is some debate about what score is regarded as an acceptable level of internal reliability, although scores between 0.6 and 0.8 may be regarded as "good" (Bryman, 2004:72). The following scales were constructed based on the data in the telephone questionnaires:

<b>Scale</b>	<b>Items in SPSS</b>	<b>Cronbach's Alpha</b>
Trust	Honest, trustline, trustsens, promises	.79
Involvement	Viewwork, viewnew, viewbus	.80
Work and life satisfaction	Work, employer, health, finances, WLB, life	.70
Procedural fairness	Decisionview, decisionfair	.68
Employment satisfaction	Commun, mgtstyle, team	.64
Support	Satisfaction, wellbeing, opinions	.78
PC breach	Jobsecur, fairpay, opdev, intwork, involve, jobsat, respect	.59

**Table 5-5 Reliability analysis**

The scale for trust is based on the responses to four questions: *I feel my employer is open and honest with me; I trust the partner responsible for me to look after my best interests; I trust senior management to look after my best interests; I trust my firm to keep its promises to me and other employees.* The alpha for this scale was 0.79.

The scale for involvement is based on the responses to two questions: *I have been asked by my managers for my views on: developing new areas or services; and wider business issues.* The alpha for this scale was 0.80.



The scale for work and life satisfaction is based on the responses to six questions: *I am satisfied with the following aspects of my life: my work; my employer; my health; my finances; my work-life balance; and my life as a whole.* The alpha for this scale is 0.70.

The scale for procedural fairness is based on the responses to two questions: *I feel that the views of people like me are taken into account; and I feel that key decisions affecting people like me are made fairly.* The alpha for this scale is 0.68.

The scale for employment satisfaction is based on the responses to three questions: *I am satisfied with: the communication practices; the management style; and team working in my area.* The alpha for this scale is 0.64.

The scale for support is based on the responses to three questions: *this firm cares about: my general satisfaction at work; my well being; and my opinions.* The alpha for this scale is 0.78.

A scale for psychological contract breach was constructed. This involved comparing the responses to the questions, do you *expect* your firm to provide you with a range of seven items and do you feel your firm does *provide* you with these items. The seven items were: job security, fair pay, opportunity for development, interesting work, involvement, job satisfaction and to be treated with respect. The scores for outcomes were deducted from the scores for expectations and only negative scores were used in the calculation of the scale as these show where respondents received less than they expected. There is an argument that breach can also occur where they receive *more* than they expected, but this does not fit with the feedback in the qualitative interviews so this approach was not followed.

Cronbach's alpha score for the psychological contract breach scale constructed as above is 0.592 which is not as high as for the other scales. The higher the number of items in a scale, then the easier it is to obtain a higher alpha and this scale includes seven items which is more than the other scales. Thus although it is not a highly reliable measure of breach, it must be remembered that there are not high levels of breach in any case. The elements were analysed to calculate the alpha when each

item was deleted. The alpha would rise to 0.639 if the question on ‘opportunity for development’ was deleted. It was retained in the analysis because its factor loading indicated that it was of statistical significance and the qualitative interviews suggest that this is an important feature. Overall the relatively low alpha suggests that the items are relatively independent of each other and breach on one aspect does not necessarily mean that there is likely to be breach on another.

Regression analysis allows an exploration of the relative importance of a range of independent variables. The beta weights give an approximate indication of the strength of the association between each of these background factors, after all the other variables have been taken into account. A higher beta weight indicates a stronger association. The level of statistical significance is indicated by the asterisks. Only those items with a statistical significance of greater than 5% are included as this represents a risk of less than 1 in 20 that the association is not significant.

The adjusted R-square number is a measure of the extent to which the underlying factors explain the variation in response. In some cases these may not be very high. There are inevitably a complex range of influences on any outcome and the telephone questionnaires could only hope to capture some of these. As there are many independent variables that may influence the dependent variable, the aim of multiple regression is to develop a model that captures only those which have a statistically significant effect. Regression analysis was conducted on the current data and the results are presented in Chapter 6.

Careful consideration was given to the decision as to whether to include the results of the quantitative research in the thesis. It could be argued that in the event the analysis did not add greatly to the overall findings and that the qualitative findings were more significant. It was decided that the quantitative element should be retained as it played a key role in the research journey and the author’s own progression as a researcher. This stage provided a familiarity with the views of solicitors which proved invaluable when conducting the qualitative interviews. The thesis would not have developed in the same manner had it not been for this phase of the process. This stage allowed:

- Familiarity to be achieved with the concept of the psychological contract
- Assisted in the development of a critique of the concept, and particularly in the manner in which Guest and Conway approached their research
- Identification of individuals for the qualitative stage
- Reassurance that the sample was in line with the profession as a whole
- Assisted in the lines of questioning pursued in the interviews based upon the findings of the quantitative stage
- Allowed a follow up question on whether they were planning on leaving the firm, which may have been more difficult face to face if it had not previously been broached.
- Allowed a comparison of their views on the opportunity for promotion with other views expressed in the interview which allowed the construction of a schema to explain the variations between individuals.

It had been anticipated prior to carrying out the research that there would be differences expressed between partners and non-partners as the former are employers and the latter are employees. It was also expected that gender may influence the views expressed as women are statistically less likely to achieve partnership and more likely to have to make a conscious choice about whether they wish to have children or to become partner as it can be difficult to combine the two. These aspects are discussed further in Chapter 9.

The analysis of the quantitative data showed that the expected sources of difference did not prove statistically significant and that position and gender did not appear to make any difference to the views expressed. This led to a search for factors, such as length of time as a solicitor, which could account for any differences in views, but the overall conclusion remained the same: the most striking feature of the views presented was their uniformity. This led to the next question: why do solicitors express such similar views on a number of issues, whether they were employers or employees? The conclusion drawn was that the process of socialisation as a solicitor proved to be a greater determinant of their views than factors such as the type of firm where they were employed or their position in the firm. These findings are explored further in Chapter 6.

### *Qualitative data analysis*

Analysis of the qualitative data involved the production of verbatim transcripts of interviews from tape recordings. The analysis process began by the researcher listening to the recording while simultaneously reading the transcript and this enabled 'errors' in transcription to be addressed. The main types of error are incorrect sentence structure caused by difficulties in identifying the beginning and end of sentences and mistaking words or phrases for similar sounding ones. A copy of the corrected transcript was sent to the interviewee with a request for their comments and if necessary the transcript was further corrected.

Much time was spent reading through these transcripts, and making notes in the margins highlighting recurrent themes, and the similarities and differences expressed by individuals in different settings. This process of familiarisation is designed to build a deeper understanding of the participants' experiences, so that a picture of events can be built using the participants' frame of reference. The subsequent analysis using a computer software package QSR N6, formerly known as NUD\*IST (Non-numerical Unstructured Data \* Indexing Searching and Theorising) formed the central part of the current research and was conducted between September 2004 and April 2006.

The advantage of qualitative analysis software packages is that they make the data more manageable and can assist in demonstrating the rigour of the research and counter the allegation of ignoring counter-indications. Qualitative software can be used to create new concepts and to achieve new understanding and rich description of the experiences of those studied. The analysis involved importing 'base data', for example gender and position in the firm, from the quantitative data held in SPSS. It was possible to search the text to see where particular issues were raised and also to see if this differed by group, for example, whether partners had different views on work life balance to solicitors. The value of the software lies in the ability to look for patterns in the data which may not have been apparent from merely reading through the transcripts.

### ***Creation of nodes***

The process of developing nodes mirrors the approach advocated by King (2004) which he calls template analysis. The interviews were coded in order to pull together the emergent themes, group them collectively, and collapse them into categories in order to highlight potential patterns. The questions asked led to the creation of some themes, such as views on work life balance. Other themes were coded based on more theoretical considerations such as commitment and loyalty. An initial coding of the transcripts led to the generation of the following categories, based closely upon the questions asked during the interview. The initial version of the node structure may be seen in Appendix 8.

- career
- expectations
- management
- outcomes
- work life balance

Repeated reading of the transcripts led to the emergence of other themes and led to the addition of new nodes, such as the importance of children, or the role of clients. Where later analysis suggested additional themes, earlier transcripts were revisited and recoded, thus each successive analysis was in part built upon previous analyses. It was important to keep an open mind when interpreting the transcripts. In the early stages of analysis it is far better to have more categories which can be deleted later if necessary. This stage of the analysis was inductive: patterns, themes and categories which emerged came from the juxtaposition of the data and this assisted in building a more complete theoretical picture.

Further exploration of the data led to a refinement of the coding based on the themes which emerged. Thus issues relating to personal and professional support emerged as an important influence upon the psychological contract, although this had not appeared to be an important issue in the literature review. The review of the literature had suggested that HR issues would prove to be an important concern but in fact respondents rarely mentioned HR unless prompted. Reflection suggested that

this is due to the predominately administrative role that HR is seen to have, with all the ‘real’ HR decisions perceived to be taken by the partners. Thus issues of career progression, for example, which in some organisations would be seen to be an HR issue are seen to be a matter for the partners.

The node explorer in the software allows ‘free nodes’ to be set up before they are organised as ‘tree nodes’ which provides a structured index of the concepts. Thus it is possible to have a heading of ‘expectations’ and then sub-divide this into areas such as ‘money’, ‘support’ and ‘job security’. The ability to manage the node system allows an assessment of the amount of data collected in each area under investigation. The ability to store the same material under more than one node allows greater flexibility. The coding allows an initial browse to see what topics are mentioned in relation to ‘support’, such as ‘secretarial support’ and a ‘good library’, and then code it more finely to look at reactions to receiving support and not receiving support from their manager.

Where necessary new nodes could be created and material could be recoded, sometimes by combining or collapsing categories. The ability to converge categories is important to the development of theory during the process of analysis. The number of nodes was condensed as the analysis continued to form a set of general and independent trees. It is important to question which categories belong with each other, what are the areas of overlap, ensuring that conceptually related categories are kept together. The ability to record, order, describe and explore possible categories helps in the research process as it can indicate the need for new directions in the data collection process.

It is possible to conduct text searches and node searches. A text search enables all incidences of a particular word or phrase to be located. An example of this was a search conducted to see what the interviewees said about their views on ‘promotion’. In order to capture all of these incidents, the words ‘partner’ and ‘partnership’ were also used as search terms. The software also enabled other techniques for searching and comparing nodes. ‘Intersection’ is the term used to find text which is coded at one node and another, while ‘union’ combines material coded at specified nodes.

A text search for 'child', which would also capture 'children', was conducted in relation to both male and female respondents to see if there was a difference in either the nature or the frequency of the comments. This search was repeated with respondents under the age of 35 and over the age of 35 to investigate the impact of age upon their comments on children. It was also possible to see if a link existed between comments on children and work life balance. Work life balance was also explored in relation to level in the firm to explore whether being a partner had an impact upon the perception of their working hours. The base data enabled an analysis of the views expressed on issues such as work life balance to be related to the number of chargeable hours they were expected to work and whether they were employed on a full time or part time basis.

It was possible to review the comments made by staff from different firms to see if there were differences in the types of comments made. Searches were also made for words such as 'trust', and 'loyalty' to gather examples of instances when these issues emerged. Another search looked at instances of the words 'fair' and 'unfair' to find examples of behaviours which they viewed in this light. It was sometimes necessary to use similar words such as 'appropriately' paid as a substitute for 'fairly' paid to ensure that all cases were captured. A similar search was also conducted on 'satisf' to pick up cases where they mentioned either being 'satisfied' or 'satisfaction' with aspects of their employment. This proved to be a very effective technique for exploring the links between concepts.

It had been anticipated that issues relating to career would be mentioned but the analysis revealed this was a more major preoccupation than had been expected. The issue of work life balance was expected to be an issue, but again it proved to be even more important than had been anticipated. Clients were also expected to be important, but the strength of the relationships that some solicitors had forged with their clients again exceeded the expectations formed from the literature review.

The production of a 'final' template does not represent the conclusion of the analysis as it is only a tool to help interpret the texts. The aim is to present an account which reveals the richness of the data. It had been expected that there would be themes and issues common to all the case studies but that factors such as position, gender and

type of firm would lead to important differences. The final node structure may be found in Appendix 9 and a sample transcript is in Appendix 6.

Toward the end of the data analysis phase it became clear that despite the relative homogeneity of many of the findings, respondents seemed to fall into groups based on their satisfaction with their psychological contract and whether they had achieved or still aspired to promotion. This realisation led to a return to the transcripts to allocate respondents to one of four groups based on a classification of positive and negative perceptions of both their level of satisfaction and the possibility of promotion. These groups were labelled Achiever, Seeker, Stayer and Leaver. The extracts from the transcripts which confirmed these categories are presented in Appendix 7. The typology is presented in Chapter 9 together with a more detailed discussion.

The aim of the process of data analysis is to help the researcher "produce an account which does as much justice as possible to the richness of the data within the constraints of a formal report, paper or dissertation" King (1998:130). The process which began with the transcription and concluded with the production of themes arranged in a node structure gave a great familiarity with the data. This was invaluable practically but also theoretically in terms of how the data were interpreted. The early stages of the process are important in terms of the initial categorisations while the later stages led to the interpretation of the findings. The final stage of analysis concentrated on the inductive development of theoretical propositions and the potential implications for policy. This inductive approach to theory development was accompanied by a return to the literature to improve levels of credibility and generalisability.

### **Presentation of findings**

The writing up of the research findings is an integral part of the analysis and interpretation and there is a need to take the transcripts and research diary and search for categories, patterns and themes (Fielding, 1993). There can be a danger of drifting towards generalisations, and losing sight of the individual experiences from which the themes are drawn. King argues that "that there are no absolute rules here;



in the end you must define an approach to analysis that suits your own research” (King 1998:133).

The incorporation of direct quotes from the participants is an essential part of the writing up process. When constructing an argument and selecting illustrative quotations, the researcher must ensure they do not select only those fragments of data which support their argument. There is a danger in ‘anecdotalism’ where brief comments are used to provide evidence of a particular contention, and yet the representativeness of these fragments is rarely discussed (Bryman, 1988).

The researcher needs to consciously adopt a reflexive perspective, helping to ensure the integrity of the data analysis process (Alvesson and Skoldberg, 2000). The allocation of quotes to nodes and use of the various tools available in the NUD\*IST software to combine findings helped to ensure that all of the transcripts were fully reviewed rather than selected sections. The researcher attempted to draw key features from the data, while at the same time allowing the data to ‘speak for itself’. It was important to include evidence from different perspectives, such as partners and non-partners, males and females, and to include both supporting and challenging data in order to provide as rich an account as possible.

Once the results were written up, the completed chapters were given to representatives of the firms studied. The aim was to ensure that the account was as accurate as possible and to increase construct validity. The purpose was not to establish an “objective truth” (Yin, 2003:159; Seiber, 1992) as such, but to help identify the different perspectives on the material included. The feedback from the firms was that the analysis seemed to strike a balance and that the conclusions drawn seemed to be appropriate.

### **Ethical issues**

Ethics is the systematic study of value concepts, and comes from the Greek ‘ethos’, or character. It is concerned with ‘good’, ‘bad’, ‘right’ and ‘wrong’ and the general principles that justify applying these concepts. Researchers have responsibilities not only to the ideals of the pursuit of truth and knowledge but also the research subjects,

sponsors and other participants in the research (Miles and Huberman, 1994). The researcher must take account of the effects of his or her actions upon those subjects and act in a way which preserves their rights and integrity as human beings.

There are four areas of ethical concern: guarding subjects against harm; guarding subjects against deception; ensuring subjects' privacy and data confidentiality; and obtaining fully informed consent (Guba and Lincoln, 1989). Ethical guidelines stress the importance of informed consent, which means that research subjects must be informed about the purpose of the research, the main features of its design and the risks and benefits likely to arise from participation. The following principles should be observed according to the British Sociological Association (2002):

*A clear statement should be made to participants concerning the purpose of the research, how the data will be used, and whether anonymity and confidentiality will be assured.*

A letter was sent to all potential participants in each firm (see Appendix 2) which outlined the purpose of the research and guaranteed confidentiality. This message was repeated at the start of each interview.

*It should be made clear that participants are not obliged to answer any question that they do not wish to, and may terminate the interview at any time.*

A statement to this effect was made at the start of each interview. None of the interviewees asked to terminate the interview, but two asked for the tape recorder to be switched off for part of the interview while they explained a situation. They were then happy for the taping to resume.

*No coercion should be applied, and no inducements beyond offering a copy of the results*

All of the respondents volunteered to participate and no reward was offered. The letter in Appendix 2 offered to provide a report summarising the situation at their firm.

*If a tape recorder is used, participants should normally be offered a transcript of the results in order to correct any errors.*

All participants were sent a copy of their transcript, either to their work or personal email, at their choice. Some participants corrected factual errors or errors in the phrasing or punctuation in the process of transcription.

*Each individual must give their informed consent, but the organisation itself must also give informed consent. They must be provided with the information detailed above, and there should be no exaggeration of the benefits of the research to the organisation.*

Contact with the participants was made at the level of the firm initially and they were provided with an outline of the aims of the research and the contribution and time commitment which was expected from the participants.

Ethical issues can also arise in the writing-up stage of the research and care should be taken to ensure:

- Accurate reporting – there should be no misreporting or selectivity and the findings should be reported honestly and accurately
- Anonymity and confidentiality – there should be no inadvertent revealing of participants' identity
- Avoid harm to participants – careful consideration should be given to disclosing findings that could disadvantage the participant, others, or the organisation.

All data collected during the course of the research was stored securely and in accordance with the requirements of the Data Protection Act 1998. All participants were explicitly informed that the findings including quotations would be included in a thesis. They were further informed that the author would present a summary report to the HR department. The names of the firms and the individuals have all been changed.

### **Summary**

This chapter has addressed the methodological aspects of the present study. It reviewed the theoretical perspectives adopted and provided a justification of the use of both qualitative and quantitative methods. The principles underpinning the design of the research were outlined and the reasons for adopting a case study approach were discussed. The approaches taken in the three stages of the present research were documented. The thesis's empirical findings will be presented in Chapters 6, 7 and 8.

The next chapter presents the findings of the quantitative study and provides an overview of the state of the psychological contract of the solicitors studied. It also includes some comparisons with data from the Law Society to allow an assessment of the extent to which the sample surveyed reflects the profession as a whole.

## CHAPTER 6: QUANTITATIVE FINDINGS

This chapter reviews the findings of the telephone interviews conducted. Data were collected through a questionnaire survey (see Appendix 1) conducted by telephone with 128 solicitors working in 15 law firms. After pilot testing with five solicitors, the questionnaire was used as a basis for 128 telephone interviews which typically lasted between 10 and 15 minutes. The core focus in the survey was the state of the psychological contract which Guest and Conway (Guest and Conway, 2002b) define as fairness, trust, and the delivery of the deal. Their model of the psychological contract was presented in Chapter 3 and is reproduced below.

<b>Background factors</b>	<b>Policy influences</b>	<b>The state of the psychological contract</b>	<b>The outcomes</b>
<p><b>Individual:</b> Age Gender Position Hours worked</p> <p><b>Organisational:</b> Organisation size Organisational culture</p>	<p>HR practices</p> <p>Organisational support</p> <p>Job alternatives</p>	<p>Fairness</p> <p>Trust</p> <p>Delivery of the deal</p>	<p><b>Attitudinal:</b> Organisational commitment Life satisfaction Work satisfaction</p> <p><b>Behavioural:</b> Intention to stay/quit</p>

*Figure 6—1 Guest and Conway (2002b:2) model of the psychological contract*

This chapter is structured to follow the Guest and Conway model above. The model has been slightly abbreviated in the interests of clarity but the headings remain the same. It examines the background factors and policy influences in law firms and their impact upon the state of the psychological contract of solicitors. It then reviews the attitudinal and behavioural outcomes including the intention to leave.

Comparisons were made with Law Society statistics for 2006 to allow an assessment of the extent to which the sample is typical of solicitors in the UK. It should be remembered that there was no intention to obtain a representative sample but it is nevertheless interesting to compare statistics for the sample group and the whole population of solicitors.

This chapter starts with an analysis of the background factors of the sample including age, gender, and number of years qualified, and work related issues such as position in the firm and hours worked. This is followed by a presentation of organisational issues such as the type of firm, size and location. Next the policy influences including HR policies and practices, levels of organisational support, and the experience of organisational change are discussed. This is followed by a discussion of the attitudinal and behavioural outcomes. The tables showing the full results are contained in Appendix 5.

## **The psychological contract of solicitors**

### **Background variables**

Of the 128 respondents, 57 (44.5%) were male and 71 (55.5%) female. In 2005 the comparable figures for the profession as a whole were 58.4% male solicitors and 41.6% female solicitors. The overall age profile was anticipated to be younger than the Law Society statistics due to the 16 trainee solicitors included in the sample. The presence of these trainee solicitors will have contributed to the comparatively high numbers in the two lowest age categories.

The sample includes a preponderance of older males and younger females. These figures reflect the direction in which membership of the Law Society is moving as increasing numbers of women are joining the profession. The modal class for males is over 10 years qualified, representing 50.9% of all males in the sample, while the modal class for females is 0-3 years qualified, representing 32.4% of all females. There are fewer ethnic minorities in the sample than in the profession as a whole. 94% of the sample described themselves as White European, 5% as Asian and 1% as Other.

114 (89%) of the respondents defined themselves as working full time and 14 (11%) as part time. The average hours worked per week across the sample for full time staff was 49.0 hours and for part time staff 33.2 hours, although two of the staff who worked part time said they worked an average of 45 hours a week. The hours worked were analysed further to see if there was a difference between men and women. As perhaps might be anticipated, 12 of the 14 part time workers were female so overall

females in the sample did work fewer hours. However if only the full time workers were considered, the men on average worked 50.9 hours and the women 48.0 hours. These figures can be compared with figures produced by the Law Society (2005d) which indicate that for full time solicitors in private practice, men worked an average of 50 hours a week and women 45.

Approximately a quarter (25.8%) of the sample were partners and three quarters (72.7%) were solicitors. There were also two consultants, former partners who had resigned from the partnership and now worked for the firm on a part time basis. The data were analysed to see whether the position in the firm had an impact upon the hours worked. Staff at more senior levels typically work longer hours, with equity partners working the longest hours on average. These figures can be compared with the Law Society (2005d) survey which showed that on average solicitors work 45 hours, salaried partners work 50 hours and equity partners work 45 hours. It is not clear why equity partners in the Law Society sample worked fewer hours than salaried partners, although there may be pressure upon salaried partners to show more commitment in order to be considered for equity partnership.

There were fewer female partners than male partners in the sample: 7 female partners compared to 26 male partners. It may be that one explanation for the longer hours typically worked by men in this sample reflects the fact that more men are partners compared with women. One can speculate it is position rather than gender which has a greater influence upon the number of hours worked.

In addition to the long hours worked, for many an already long day was made even longer by a substantial commute. The majority of respondents spent between one and two hours commuting each day, while 16% of the sample spent more than two hours a day commuting. This question was not in the original Guest and Conway survey, but was added due to feedback from the pilot study. This study suggested that work life balance was an issue for many solicitors and time spent commuting was likely to be an important influence on their perception of their workload.

This question on caring responsibilities (see question 13 in Appendix 1) followed the Guest and Conway phrasing but in fact it led to some confusion. All the women who

had children said they had caring responsibilities. In contrast, some of the men who said they did have children did not consider they had caring responsibilities as they saw their wives/partners as being responsible for childcare. Of the 71 women surveyed 19 (27%) said they had caring responsibilities. A further question asked respondents whether their caring responsibilities impacted upon their ability to work. Around a quarter of respondents felt that their caring responsibilities had an impact upon their work. A number of respondents replied that in fact their job impacted upon their ability to be a parent and this appeared to be a reflection of how they prioritised their roles.

Staff from 15 firms were interviewed but the majority of the sample came from three firms. 63.3% worked for a national firm in three separate locations, 30.5% worked for regional firms, and 6.3% worked for City firms. The regional firms were all located in the north of England, with the majority of the respondents working in Newcastle, Leeds and Manchester.

There are different measures which can be used to assess the size of the firm. The number of partners in the firm overall is likely to influence the total size of the organisation and therefore the number of HR practices used. This then may influence the nature of the psychological contract of the employees. A similar measure is the number of fee earners overall, which can include legal executives in addition to qualified solicitors. The total number of offices may be used, as the greater the number of offices, the more likely it is there will be an increased number of policies and procedures in order to coordinate activities. The number of fee earners in the particular office where the respondent works may also have an impact upon the experience of day to day working in a particular firm.

The measure of size used was the number of fee earners, which may include legal executives, at the location where the respondent works. Some firms may only have one office, such as the City firm, while the national firm had a number of offices around the country. The size of the office may have an impact upon how much contact fee earners are likely to have with the partners at that office and may also influence the number of opportunities to be promoted to partner. Staff in the regional firm worked in relatively small offices with below 80 fee earners. Staff in the



national firm typically worked in larger offices with between 100 and 200 staff, while staff in the City firm worked in the largest office with over 200 fee earners employed. The national firm had the largest number of partners, with over 200. The level of 'gearing' will vary between firms, in terms of how many fee earners are employed for each partner, but a ratio of between 2:1 and 5:1 is common.

### **Policy influences**

A number of questions explored the range of HR policies and practices that the respondents experienced in their firms. Data on respondents' experience of performance appraisal was sought because it is viewed as a key technique with the potential to have an important influence upon the psychological contract. Appraisal provides an opportunity to set out the expectations that the firm has of the individual as well as those that the individual has of the firm.

The majority of the sample (79.7%) had received a formal performance appraisal. Some staff in their first year of employment had not yet received an appraisal but expected to do so soon. A higher percentage of fee earners than partners had received a formal appraisal. In some firms the process by which partners receive feedback is the discussion about the size of their share of the profits for the year rather than a more formalised appraisal process.

There was some confusion amongst respondents about whether they received performance related pay (PRP) and indeed how much it amounted to if they did receive it. Almost half, 48.8% said they did not receive PRP but this could have been due to a misunderstanding of the term. Solicitors typically receive an annual pay award which is a combined sum covering a cost of living rise plus a sum which recognises their contribution over the previous year. There are rarely published pay scales available so it can be hard to calculate what proportion of the increase is for cost of living and what proportion is performance related. In addition staff may be given bonuses which reflect the profits of the firm, but may not regard these as a form of PRP.

Information was obtained about respondents' personal circumstances and whether the firm provided family friendly policies in order to help them balance their home and work responsibilities. This could cover, for example, the offer of part time working, changing the hours of starting or finishing work, or offering different hours during term times. The majority at 78.9% said that there were opportunities to vary their hours compared with 21.1% who said there were not. However only 32% had used these opportunities compared with 68% who had not. Some respondents, not just those with caring responsibilities, commented that although it was theoretically possible to ask for their hours to be varied it "would be frowned upon" and "it would not be a good career move". Men may feel that a request to work shorter hours may be interpreted as a lack of commitment (Dick and Hyde, 2006).

Respondents were also asked if they had opportunities to work at home from time to time. The majority of 71.9% said they did have opportunities to work at home and 52.3% said they had used these opportunities. The question was designed to ask about working at home during what might be considered standard business hours, but some responses such as "I can work at home whenever I like" was explained by the respondent as intending to convey that she was expected to bring work home in addition to working in the office during normal hours. This recalls the comment by Grugulis et al. (2000:110) in their study of software engineering consultants "you can choose which 20 hours of the day you work".

Some firms provided staff with computers to use at home and others provided BlackBerrys to enable them to be contacted when they were out of the office. There was a general feeling expressed that the availability of technology meant that it could be difficult *not* to be at work, wherever they happened to be physically. This will impact upon the psychological contract as it implies an open-ended expectation of commitment and if a client calls it is expected that the response will be prompt.

There was a generally high level of satisfaction with the respondents' level of involvement. Solicitors were questioned about whether managers had asked for their views about business issues in the previous 12 months. It is less likely that partners will be asked by other managers for their views on the way their work was done as

partners would be responsible for managing their own teams. Even fairly junior members of staff felt they were asked for their views on developing new areas or services which reflects the focus in many firms on business development activities. This involvement is likely to promote a feeling of commitment if they feel their views are valued.

Four questions asked about the perceived level of organisational support.

Respondents were asked whether the firm cared about their general satisfaction at work, their well being, their opinions and whether the firm treated them with respect. There was a high degree of satisfaction with the support offered by the firm. Over 80% felt that their firm cared about both their general satisfaction at work and their well being, while 73.2% felt their firm cared about their opinions. Over 92% felt that their firm treated them with respect; this compares with a mean of 83.2% for the six workplaces surveyed by Purcell et al. (2003). This finding perhaps indicates that their status as professionals makes them more likely than other types of employee to be treated with respect. The analysis in the next chapter will show that a perceived lack of support was regarded very seriously and was sufficient in some cases to prompt a decision to leave a firm.

Almost three quarters of the sample said their firm had undergone major change in the last two years. These changes included mergers with other firms, reorganisation of the structure of the firm, and relocation of the office. Mergers were an issue for many staff as they potentially have a negative impact upon the possibility of being promoted to partner. In many cases a merger of firms may lead to a reduction in opportunities as larger firms typically have a higher gearing ratio with a higher number of fee earners to each equity partner.

Respondents were asked for their assessment of whether things were getting better or worse at their firm, or staying about the same. Again the response was generally positive with 43.7% feeling things were getting better and only 17.6% who thought things were getting worse. This is a positive finding for the firms given the amount of change being experienced.

### **The state of the psychological contract**

Guest and Conway (2002) defined the state of the psychological contract in terms of fairness, trust, and delivery of the deal. This section reviews the responses to those questions included in the current study that could be seen to measure these aspects. Issues of procedural fairness and trust in management are considered as well as those relating to delivery of the deal. Asking whether respondents feel fairly rewarded for the work they do mainly captures the extrinsic rewards, while whether they have sufficient opportunity to be involved in interesting work, and whether they have been given training and development reflect mainly the intrinsic rewards of the job. These latter aspects may also influence whether the respondents are developing the skills to be considered for promotion in the future.

Two questions asked whether the respondents felt their views were taken into account when key decisions were made, and whether those decisions were made fairly. Less than half thought their views were taken into account, however 77.2% thought the decisions were made fairly. It is perhaps not surprising that large firms are not able to gather the views of all employees before making a decision. However this does not appear to have affected the majority of respondents' views of the fairness of the decision process.

Around three quarters of the sample expressed trust in their line manager, although this dropped to only 56% for the level of trust in senior management. Participants commented that senior management could not be trusted to look after their best interests as they did not know them as individuals. A number of respondents stated firmly that they expected senior management to look after the best interests of the firm rather than the individual interests of their employees. This reflects a commercial attitude and would lead to a low expectation of personal interests being taken into account when business decisions are reached.

Respondents were asked if they felt fairly rewarded for the work they do. In general there was a high degree of satisfaction with the financial rewards received with 78.9% either strongly agreeing or agreeing that they felt fairly rewarded.

In addition to the tangible rewards which are received for the job there are intangible rewards such as receiving training and being provided with interesting work, both of which may influence the likelihood of being promoted to partner. The majority were very satisfied with the training and development they received, with 58% strongly agreeing with the statement “I am satisfied with the training and development I receive”.

A positive result was obtained with the question which asked whether they felt they had sufficient opportunity to be involved in interesting work. Nearly 95% of the sample agreed that they had the opportunity to be involved in interesting work. ‘Interesting’ work was not defined by the question, but comments suggested that working on large deals and for large clients were seen as being more attractive, and seen as being more ‘cutting edge’ work. This work also has the advantage that it may be easier to bill higher hours and this can help in a bid for promotion.

There was a fair degree of optimism about the opportunities for promotion with the majority declaring themselves satisfied. However further analysis reveals some interesting differences. The trainees were the most optimistic, presumably because they believe they still have a good chance of being promoted. There are differences between the solicitors and the senior solicitors, particularly in those who say they strongly disagree with the statement, with only 1.7% of solicitors strongly disagreeing, compared with 11.1% of senior solicitors. This suggests that some senior solicitors feel that their promotion opportunities are dwindling with the passing years. If they have been focused on promotion for a number of years this will inevitably lead to dissatisfaction and will require a renegotiation of their psychological contract.

A similar picture can be seen with the salaried and equity partners with 33.4% of salaried partners either disagreeing or strongly disagreeing with the statement that they were satisfied with the opportunities for promotion, compared with only 15.4% of equity partners. Again, perhaps some salaried partners feel that that they are unlikely to make equity partner. These figures suggest that a substantial proportion of solicitors are coming to terms with the fact that they are unlikely to be promoted

in their current firm, and will need to decide what their response to this realisation should be. This aspect is explored further in Chapter 8.

It is not entirely clear whether the responses of equity partners reflect their views on the opportunities afforded to junior staff in their own firm or whether they are responding on a personal basis in terms of their own career. Feedback obtained in the qualitative interviews suggested that it was the former in the main, but some may have answered on a personal basis.

Respondents were asked whether they expected their firms to provide them with a range of factors (see question 19 in appendix 1), such as a reasonably secure job, equality of treatment, and fair pay for the work they do. For the majority of the factors listed there was an overwhelming expectation that they would be provided, with over 90% saying they either agree or strongly agree that they expect the firm to provide these elements. The exceptions to this are the questions on a reasonably secure job and the opportunity for development. The reasons offered by respondents for the lower response to these questions were that they feel it is their own responsibility to both ensure the security of their job and the opportunity for development by attracting the clients who will provide these features. As one respondent put it: “there is no magic pool of interesting work – if you want it, you have to go out and find it”.

### **Attitudinal and behavioural outcomes**

One important aspect of an individual’s psychological contract can be inferred from their view of their personal job security. If they believe their job is secure they are more likely to trust their employer, and vice versa. Over 90% of the respondents believed their job to be either very secure or fairly secure. This result possibly reflects the healthy state of the legal market at the time the interviews were conducted. However it is also possible that some respondents were thinking more of their *role* as a member of the profession rather than as an *employee* in a particular firm.

The great majority of both fee earners (93.5%) and of partners (87.9%) expressed feelings of job security. Perhaps surprisingly, a higher proportion of partners (12.1%) than fee earners (6.5%) reported feelings of job insecurity. This is probably

a reflection of the trend in many larger firms to reduce the number of partners in order to improve the profit per equity partner figure. It is also the case that equity partners may find it more difficult to move to another firm than a more junior employee.

As professionals, solicitors may be expected to have other job opportunities and therefore to have a fairly high degree of confidence in their ability to obtain another job at about the same rate of pay, and this was borne out by the results. Over 80% said they felt confident in their ability to gain another job at about the same rate of pay.

A further question asked if they felt they would have to move city in order to get another job. Two thirds of the sample felt they would not have to move city, although of course most of them are already working in major commercial centres. A further question was asked in order to test the mobility of the sample, by asking if it would be a problem for them personally if they did have to move city. For 60.9% it would be a problem, while for 39.1% it would not.

Generally respondents were positive about various aspects of their employment with over 70% agreeing or strongly agreeing that they were satisfied. They were particularly satisfied with team working in their area with over 90% giving this aspect a positive rating. This finding was borne out by the qualitative interviews where the support provided by other members of their team was highly valued.

A clear majority (84.3%) of the participants agreed that they felt very loyal to the firm for which they worked. This finding may be viewed in a number of ways. As a professional they might be expected to display loyalty to the calling more than a particular firm, and it is possible that a blurring of the two is happening. It may also reflect a desire to justify their decision to invest so much of their life in their work by finding the firm worthy of the sacrifice. An even higher percentage at 89.1% said they felt motivated in their present job. This may reflect the level of autonomy they enjoy as professionals, the ability to use their intellectual skills, or the relative ease with which they can move firms if they do not feel motivated.

Respondents were asked for their perception of the employment relationship in terms of how they would rate relations between the fee earners and partners of the firm. A majority of 67.2% rated them as excellent or good, 28.1% rated them as fair and 4.6% rated them as poor or very poor. Partners in general have a slightly higher assessment of the employment relationship than fee earners with 78.8% of partners compared with only 63.5% of fee earners believing that relations are excellent or good. This is perhaps because more junior staff do not feel their interest in promotion is served by complaining about issues to management.

There are generally high levels of satisfaction with over 75% being satisfied with their work, their employer, their health, their finances and their life as a whole. The lowest level of satisfaction was with work life balance with only 57.8% agreeing they are satisfied with this. However 93% feel satisfied with their life overall, which compares favourably with other occupations (Guest and Conway, 2002b).

Respondents were asked how likely it was that they would decide to leave their firm in the next 12 months. 84.4% felt they were unlikely to leave with over half the sample saying it was very unlikely. This finding is in line with the views on motivation and loyalty where 89.1% and 84.3% expressed satisfaction. Only the small proportion (15.6%) who said they were likely to leave in the next year were asked where they thought they might move to. The majority of those planning a move were intending to go to another similar firm suggesting that the work itself was still attractive.

### **Comparison of sample with Law Society statistics**

The numbers surveyed in the current research meant it was not possible to produce findings that could be applied to the whole profession. However it is possible to compare the sample with statistics for the profession by referring to figures produced by the Law Society in order to see in what respects the sample may differ from the population. The Law Society produce an annual statistical survey based upon all the solicitors on the Roll of qualified solicitors. Selected statistics (The Law Society, 2006) are presented here in order that a comparison can be made. The following statistics for the Law Society only include those solicitors who have practising



certificates, rather than all those who are qualified to be on the Roll, and are expressed as percentages. The statistics for the current sample exclude the trainees to make them comparable with the Law Society figures. The figures are presented for age, gender, position, number of years qualified and ethnic background.

The national figures for 2006 show that 37.0% of qualified solicitors are aged 35 or under while in the current sample, 48.2% are aged under 35, indicating that this sample is younger on average. According to the Law Society the average age of a female solicitor is 37.4 compared with 43.7 for men. The average age of the female solicitors in this sample was 31.3 and of the men was 41.1, both younger than the national figures. This sample includes a higher proportion of both male and female respondents with less than 10 years post qualified experience (PQE) compared with the Law Society and this is in line with the sample being younger overall. The proportion of female partners in this sample is less than the Law Society statistics, while there are more male partners in the sample than nationally.

To summarise, this sample contains a higher proportion of younger staff and a higher proportion of female respondents than the national statistics. As a result, the respondents have been qualified for a shorter period of time on average although the sample includes a higher proportion of male partners than the national figures.

The Law Society conducts an annual Working Lives Survey (2005a) and 1120 solicitors were interviewed by telephone. Little information is provided about the sample other than 700 are solicitors drawn from private practice, 210 from commerce or industry, and 210 from central and local government, and that it includes respondents from solicitors and partners. Overall the results for the current research provides more positive results than the 2005 Law Society survey with higher levels of satisfaction reported in every case. In the Law Society sample, men were more likely to be satisfied with their level of pay compared with women, but this finding was reversed in the current study. Women were more likely to express dissatisfaction with their opportunities for career progression in the Law Society sample but there was no clear difference between the genders in this study. These differences may be due to the sample in the current research being drawn from

commercial firms whereas the Law Society research is based upon all solicitors with a practising certificate.

At one stage the author considered providing a comparison with the statistics obtained from the Guest and Conway surveys to obtain an overview of how the psychological contracts of solicitors compared with those of the workers covered by their research. However it was not possible to gain access to the data set of the professionals covered by their survey, and it was thought less valuable to carry out comparisons with the general population. In the circumstances it was concluded that the comparisons did not add to the argument so a decision was made not to include them.

### Statistical analysis

A discussion of the construction of scales was included in the methodology in Chapter 5. A number of scales were constructed, as shown below:

<b>Scale</b>	<b>Items</b>	<b>Cronbach's Alpha</b>
Trust	Honest, trustline, trustsens, promises	.79
Involvement	Viewwork, viewnew, viewbus	.80
Work and life satisfaction	Work, employer, health, finances, WLB, life	.70
Procedural fairness	Decisionview, decisionfair	.68
Employment satisfaction	Commun, mgstyle, team	.64
Support	Satisfaction, wellbeing, opinions	.78
PC breach	Jobsecur, fairpay, opdev, intwork, involve, jobsat, respect	.59

**Table 6-1 Reliability analysis**

Several researchers (e.g. Schein, 1980) have noted the impact that a failure to meet expectations can have upon the psychological contract. This then impacts upon the behaviour of individuals and in particular upon organisational commitment. Breach of the psychological contract is likely to trigger reactions in the work force, such as an increased intention to leave the organisation (exit) and a drop in organisational commitment (loyalty) (Lemire and Rouillard, 2005). A number of individual, organisational and situational variables hypothesised to control the relationships between psychological contract breach and employee responses were also examined.

The individual variables included both demographic and work-related characteristics: the former included age and sex; and the latter included position and tenure as these have been found to influence organisational commitment (Turnley and Feldman, 1999). Situational variables on employee reactions to psychological contract violations include the availability of employment alternatives.

It should be noted that as the sample size is relatively small it raises the possibility that there is insufficient statistical power to uncover significant relationships between some variables. This limitation does not discount any significant relationships reported here, but may mean that some significant relationships existed but can not be determined (Johnson and O'Leary-Kelly, 2003).

### ***Correlations***

Correlations are useful in identifying the connections between factors. Many of the variables under consideration are ordinal as they are based on a Likert scale. In this situation a correlation analysis can be performed based on non-parametric rank correlation (Spearman's).

	<b>Mean</b>	<b>SD</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
1 Gender	1.55	.50					
2 Partner	1.26	.44	-.329**				
3 No of law firms	1.20	1.33	-.171	.240**			
4 Length of service	2.41	1.15	-.226*	.560**	-.102		
5 FT/PT	1.11	.31	.213*	.091	.060	.202*	
6 Hours worked	4.21	.93	-.256**	.298**	-.124	.221*	-.595**

\* correlation is significant at the 0.05 level (2 tailed)

\*\* correlation is significant at the 0.01 level (2 tailed)

***Table 6-2 Correlations among selected background factors***

The table above shows high levels of correlation between the items included. There is a strong association, as one might expect, between the position one achieves in the firm and length of service, and between the length of service and the number of law firms worked for. There is also a strong association between the number of hours worked and whether one is full time or part time which could be anticipated. There is

also a strong association between gender and the number of hours worked, but less strong between gender and whether full time or part time.

	<i>Mean</i>	<i>SD</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>
1 Partner	1.26	.44							
2 PC breach	-3.59	2.41	.144						
3 Trust	2.22	.56	-.041	-.481**					
4 Involvement	2.08	.69	-.392**	-.260**	.306**				
5 Support	2.14	.46	-.104	-.398**	.644**	.333**			
6 Employ satisf	1.96	.53	.085	-.442**	.672**	.293**	.541**		
7 Procedural fair	2.34	.62	-.370**	-.474**	.552**	.466**	.650**	.436**	
8 Life satisf	2.04	.41	.022	-.330**	.394**	.172	.390**	.386**	.349**

\* correlation is significant at the 0.05 level (2 tailed)

\*\* correlation is significant at the 0.01 level (2 tailed)

**Table 6-3 Correlations among the scale of psychological contract breach and other scales**

Table 6-3 above shows high levels of correlation between a scale constructed to measure breach of the psychological contract and other scales designed to measure aspects which are likely to be associated with the psychological contract, such as satisfaction and perceptions of support. There are only two cases where being a partner has an impact upon the scale: partners are more likely to be satisfied with their level of involvement and more likely to feel that there is procedural fairness. These findings could have been anticipated.

The table shows a strong (negative) correlation (-.481) between the level of trust and the measure of psychological breach, as would be anticipated as breach of the psychological contract inevitably also involves a breach of trust. There was a strong link between experiencing a lot of support and trust (.644) and also between trust and satisfaction with their employment (.672). These findings show the key part played by the level of trust in forming positive psychological contracts.

Procedural fairness proved to be strongly linked with a number of the other factors, particularly the level of support (.650), the level of trust (.552) and the level of

involvement (.466). The highest correlations for both life satisfaction and employment satisfaction were with support, indicating the need for solicitors to feel both personally and professionally supported. This aspect will be explored in more detail in the next chapter.

	<i>Mean</i>	<i>SD</i>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
1 Partner	1.26	.44						
2 PC breach	-3.59	2.41	.144					
3 Loyalty to firm	1.93	.74	.212	-.374**				
4 Empl relship	2.30	.78	-.134	-.559**	.590**			
5 Job security	1.78	.63	.149	-.331**	.312**	.296**		
6 Decision to leave	3.33	.91	.182*	.320**	-.512**	-.419**	-.414**	
7 Level of motivation	1.90	.66	-.072	-.265**	.362**	.426**	.174*	-.522**

\* correlation is significant at the 0.05 level (2 tailed)

\*\* correlation is significant at the 0.01 level (2 tailed)

**Table 6-4 Correlations among the scale of psychological contract breach and single item responses**

The table above shows the correlations between being a partner and psychological contract breach with single item measures which may be less reliable than the scales. These items include attitudinal consequences such as loyalty to the firm and their level of motivation, and behavioural consequences such as whether they are likely to leave. There are strong associations between the scale of psychological contract breach and the respondents' perceptions of their employer such as how they rate the employment relationship and how secure they perceive their job to be.

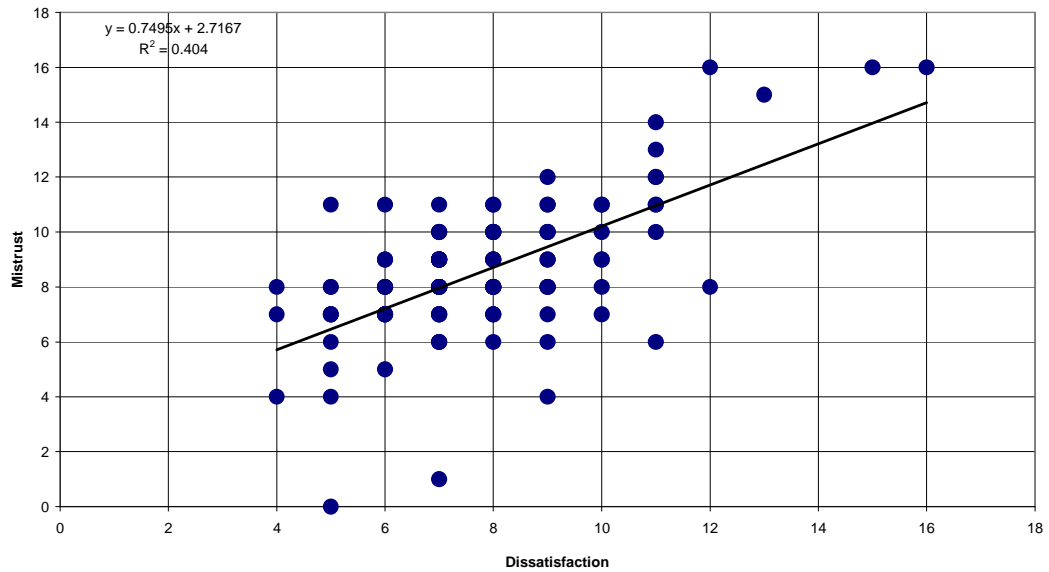
Position in the firm has less of an impact upon most of the variables. Partners are more likely to agree that they feel loyal to the firm they work for and less likely to say they are planning to leave their firm in the next 12 months, and these correlations are significant at the 0.05 level. The Pearson correlations above verify the linear relations among various variables. The greater an individual's age, the greater his or her emotional commitment to the organisation, whereas the younger the individual and the lower the position occupied, the more likely they are to leave the organisation. Alternative employment opportunities reduce organisational

commitment and increase the likelihood of leaving the firm. There is a significant (negative) link between psychological contract breach and the level of commitment and the likelihood of leaving.

### ***Regression***

A hierarchical regression was constructed for each dependent variable. Control variables were entered on the first step and psychological contract breach on the second step. The approach taken to explore the relationships in the data was to work in reverse from the ultimate outcome shown on the right of the model and to investigate the relationships that impacted on the overall assessment. In a second series of regression analyses, the relationships between the variables were investigated.

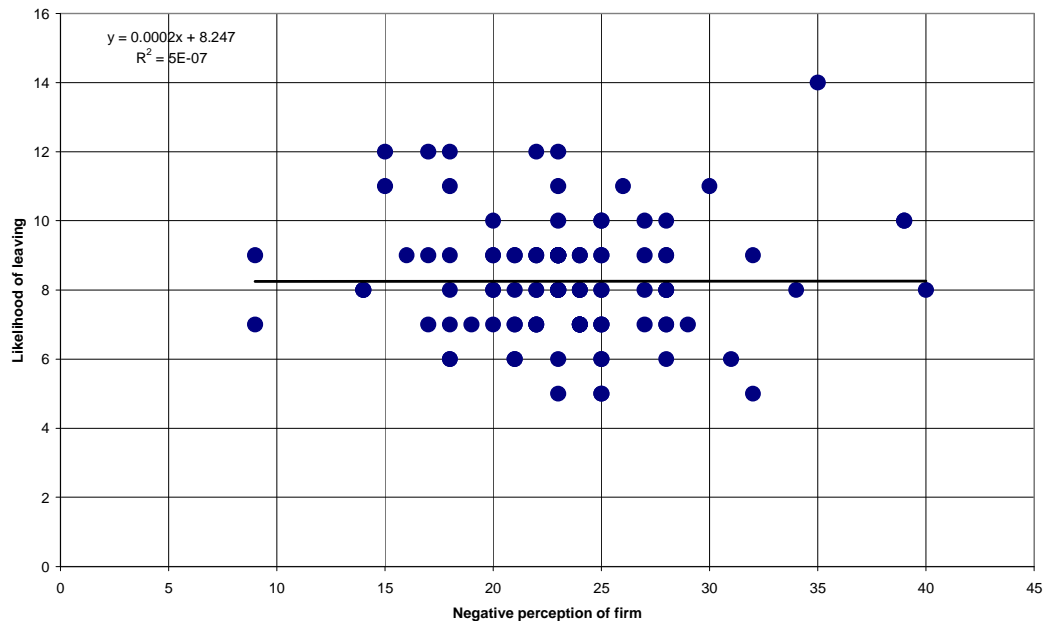
A number of scores were calculated based on responses to groups of questions (see Appendix 1). These included work life balance (based on questions 12-20), satisfaction with employment (based on questions 21-24), expectations (based on questions 25-35), perceptions of the organisation (based on questions 37-47), intentions of leaving the firm (based on questions 48-53), rewards (based on questions 54-56), trust in management (based on questions 60-63), and work life satisfaction (based on questions 67-72). Given the way in which the questions were worded, a lower score indicated a higher level of satisfaction than a higher score. A regression analysis permits an exploration of the relative importance of a number of factors upon a particular measure. It produces an adjusted R-square number which can be taken as a measure of a certain percentage of the variation in responses. There are similarities with correlation, but correlation is “concerned with the degrees of relationships between variables and regression with making predictions” (Bryman and Cramer, 2001:188). The more scatter there is in a scatter diagram, the less accurate the prediction of likely y values will be.



**Figure 6—1** *Correlation between mistrust and dissatisfaction*

The figure above is a scatter diagram showing the relationship between levels of satisfaction and trust. Higher scores represent more dissatisfaction and more mistrust. This figure is included because it represents the highest level of correlation of the relationships explored. The  $R^2$  represents the proportion of variance explained by the line. In this case the relationship between the two explains about 60% of the variance, although one might expect there might be a stronger connection between the level of trust felt and the level of satisfaction with their employment.

None of the other combinations of factors produced such a high correlation. The most striking absence of a correlation when one might have been expected was between perceptions of the organisation and the likelihood of leaving.



**Figure 6—2** *Correlation between perceptions of the firm and likelihood of leaving*

There appears to be no connection at all between how solicitors view their firm and whether they intend to leave. This result can be partially explained by the fact that very few of the solicitors surveyed intended to leave, but even those who did intend to leave did not seem to be directly influenced in this decision by their perceptions of the firm.

The explanation for this finding would seem to lie in the socialisation process which solicitors undergo. If the respondents were very career motivated then they seemed to be prepared to ‘put up with’ many things that in other organisation may have been expected to lead to withdrawal behaviours. The effect seems to be that socialisation produces a homogenous psychological contract and that those factors which would normally differentiate between individuals do not seem to operate in the same manner in the case of solicitors.

The generation of causal inferences can be hazardous (Bryman and Cramer, 2001). Multivariate analysis allows the researcher to impose statistical controls to examine the relationship between two variables by controlling the effect of a third variable (Bryman and Cramer, 2001). Although multivariate analysis is a powerful tool a major limitation is that complex analyses require large samples, and the current sample is too small as there is a likelihood of very small frequencies in many cells.



***Impact of gender and position***

In order to explore the impact of gender upon the responses to the other questions, a number of cross tabulations were carried out with gender as the independent variable. The dependent variables were recalculated so that the original four fold categorisation of Strongly Agree, Agree, Disagree and Strongly Disagree were collapsed into two categories of Agree and Disagree. SPSS was used to calculate the percentages figures and also to calculate the chi square value together with the significance value. A significance level of, for example, .25 would indicate that there is a 25% chance that there is no relationship between the two variables in the population. Social science research typically uses significance levels of .001, meaning there is only one chance in a 100 that there is no relationship between the variables, or .05 meaning there is a 5% chance of no relationship existing.

The results of this exercise were striking for the level of similarity between males and females in response to the questions. There were two questions which produced a small difference. The first was in response to “I feel that key decisions affecting people like me are made fairly” which produced a significance level of .040. The second was in response to “I am satisfied with my finances” which produced a significance level of .010. It was anticipated that there may have been a significant result in response to the question “I am satisfied with my work-life balance”, but in fact the significance level was .461.

This exercise was repeated using partner status. Again the responses were surprising for their similarity with only seven questions distinguishing between the respondents on the basis of their position in the firm. These are shown in the table below:

<b>Question</b>	<b>Chi square value</b>	<b>Significance</b>
Expectation of job security	3.783	.052
Expectation of opportunity of promotion	8.510	.004
Views on decision	5.575	.018
Views on developing new areas	11.698	.001
Views on wider business areas	7.750	.005
Confidence in gaining another job	11.161	.001
Satisfied with finances	3.546	.060

***Table 6-5 Chi-Squared values for partner/fee earner***

These results are in line with expectations for the most part. It could be expected that partners are more likely to be asked for their views on developing new areas or services and their views on wider business issues as the equity partners are the owners of the business while salaried partners are senior members of staff. Similarly, partners were more likely to feel that the views of people like them were taken into account. Partners were *less* likely to have an expectation that their firm would provide them with a reasonably secure job and less likely to expect the firm to provide them with an opportunity for promotion. There are two ways of interpreting the latter finding. The first interpretation would be that for those who have achieved equity partnership there is *no* opportunity for promotion. The second would be that it is up to partners to find the work for others to do; they are aware that job security is dependent on bringing in enough work.

Partners are less likely to feel confident about quickly getting another job at about the same pay. As one nears the top of the pyramid there are clearly fewer jobs available at the higher levels. Partners were also less likely to feel satisfied with their finances, but the difference was not significant ( $p=.06$ ).

The analysis above provides information on the 'typical' psychological contract of solicitors. Based on the Guest and Conway measures of the state of the psychological contract as being fairness, trust, and delivery of the deal, solicitors as a group would score relatively highly on all of these measures. They believe on the whole that decisions are made fairly, they trust management in general and they feel satisfied with the rewards they receive, the training and development provided and the opportunities for promotion. In terms of organisational commitment they display high levels of loyalty to their current firm. In terms of work satisfaction they feel motivated in their work and they report high levels of life satisfaction. In terms of behavioural outcomes there is a low intention to quit, and even those who do plan to leave their firm within the next 12 months predominately intend to move to another similar firm.

Analysis of the psychological contract by gender showed few differences between the attitudes displayed by men and women with the main difference relating to satisfaction with finances. There was no significant difference over the issue of work

life balance which was thought might have been important. Analysis of the psychological contracts of partners and non-partners again showed little difference. The most significant difference related to the perceived ability to obtain another job at about the same level of pay which is unsurprising given their level of seniority as there is less mobility of partners between firms than for fee-earners.

There was a high level of uniformity of responses based upon both gender and partner status. Attempts made to find differences in response between different types of firm did not produce any significant results. The conclusion reached is that solicitors have similar psychological contracts which are comparatively unaffected by their gender, status, or type of firm. It is recognised that psychological contracts are highly subjective (Rousseau, 1989) so an interesting question is to ask *why* the psychological contracts of solicitors are apparently so uniform. What is it about the individuals who choose to become solicitors, or the professional training they receive, or the process of socialisation they undergo, that produces this level of similarity? This will be discussed further in Chapter 9.

### **Summary**

This chapter has presented the results of the telephone questionnaire and compared the findings with Law Society statistics. One of the findings of the quantitative research was the degree of uniformity in the responses. As discussed previously, the long period of socialisation will tend to produce individuals who share many expectations and this will then be reflected in the answers to the questions posed. This level of similarity meant that it was difficult to use correlation and regression effectively as there was insufficient variation in the responses to identify those factors which might explain their views. Despite using specifically gender and position in the firm to explain responses, these factors explained little of the variance found.

The next two chapters will discuss the findings of the qualitative interviews which were conducted and will explore in more detail the expectations and perceived obligations of the respondents. Chapter 7 focuses on the nature of the psychological

contract of solicitors and Chapter 8 focuses on the impact of promotion to partnership.

## **CHAPTER 7: QUALITATIVE FINDINGS – THE PSYCHOLOGICAL CONTRACT OF SOLICITORS**

This chapter presents the findings of the face to face interviews with solicitors and their subsequent analysis using NUD\*IST software, as discussed in Chapter 5. The focus of this chapter is an analysis of the qualitative data relating to the psychological contract of solicitors and explores the expectations which the employee has of the firm and the evidence that these may be changing over time. The next chapter presents an analysis of the qualitative data relating to promotion to partnership. Illustrative extracts from the face to face interviews are included.

The data were obtained from 34 face to face interviews with men and women from five law firms, three regional, one national and one City firm, who ranged in age from early 20s to 60 plus and in position from trainee to equity partner. The use of in-depth interviews allowed an examination of the psychological contract, grounded in the language of employees and placed in the context of their firms as they recounted incidents from their employment. The findings should be viewed in the context of commercial law firms where the process of professional socialisation interacts with an individual's expectations and values. This process will inevitably influence the ways in which solicitors interpret their experience and therefore the psychological contracts which are formed.

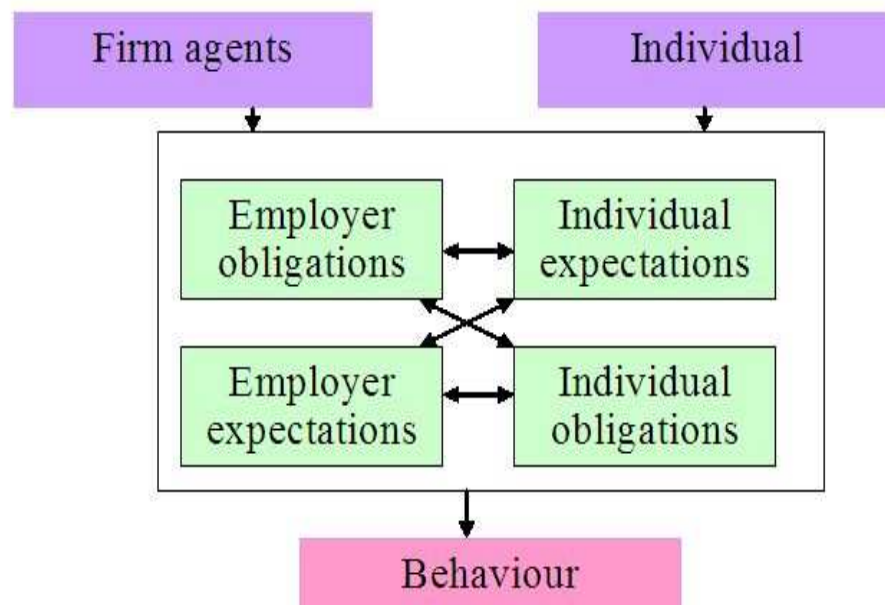
The material is structured to reflect the nodes which were identified using NUD\*IST. The initial node structure may be found in Appendix 8 and the final node structure in Appendix 9. The respondents' views on their career were explored starting with the decision to become a solicitor. There is an examination of their expectations in terms of the intrinsic and extrinsic rewards available and the extent to which these were delivered. The relationships with clients are explored with a focus on the pressure on fee earning and the impact this has on work life balance.

The second section reviews the outcomes when respondents felt that their expectations had not been met and therefore there had been a breach of their

psychological contract. The structure of this section reflects that of the first and covers intrinsic and extrinsic expectations and their reactions to a lack of support and recognition and a poor work life balance. For some respondents a breach in these areas had led to a decision to leave a firm.

One methodological point to note is that all the respondents were asked about their individual psychological contract and not asked to comment specifically about how they perceive the psychological contract of their employer. However as fifteen respondents were equity partners they were able to speak as employers: this strengthened the study as information was provided by both parties to the contract.

Chapter 3 included a model of the influences on the psychological contract of solicitors and a section of this is repeated below.



**Figure 7—1 Schema of the psychological contract of solicitors**

Employer expectations and obligations interrelate with employee expectations and obligations and these interactions lead to employee behaviour. The employee arrives with their initial expectations and via the process of socialisation the firm then communicates the employer expectations. The individual will have arrived with an expectation that they have certain obligations to the employer but over a period they

seem to acquire a set of further obligations to the client and the firm. These appear to be almost unconsciously held in the sense that they no longer question the need to show a high level of commitment but regard it as normal and necessary. Law firms seem to owe at least some of their success to their ability to provide a carrot in the form of promotion to partner, but the stick has been internalised to the extent that minimal overt supervision is required.

It should be noted that the issue of who represents the employer in the eyes of the employee is not straightforward and receives discussion in the literature (Conway and Briner, 2005). The views presented by employers were in fact remarkably consistent so this does not present a major difficulty in this research. There are difficulties inherent in identifying the line manager as the only agent of the firm, as senior management and the HR department may also act as the firm's agents for particular issues at particular times. An employee is likely to hold only one view at a particular time, while the collective 'employer' may in fact hold a number of different views. The potential for confusion from the employee's perspective is apparent in the following quote.

*I said to him 'What about my future prospects?' He made it clear to me that he regarded me as simply treading water because I had had children and I was working part-time. And I was really, really cross about that. And it subsequently turns out that that wasn't the view of the partnership, that was his view probably, but what control did I have over whose views he was representing. I couldn't really judge that. Angela, salaried partner, part time*

Angela's comment neatly highlights one of the problems of conducting research on the psychological contract from the employer's perspective as there is no single perspective on the employer's side. This leads to problems operationalising the concept and in particular aspects such as mutuality and reciprocity if the 'other' party cannot be readily identified. In law firms the partners are both the owners and the managers of the firm and this dual role seems to provide a greater level of uniformity than may exist in other types of organisation. Guest (1998b) argued that the benefits of the concept in understanding the employment relationship outweigh these concerns, although care must be taken when referring to the employer's perspective.

## Formation of expectations

The decision to become a solicitor can be an important influence on subsequent expectations. Potential solicitors will have gathered their views on the law as a profession over a number of years from a number of sources. There is a debate in the literature about whether an individual's psychological contract can only be based upon experience with the current employer. Morrison and Robinson (1997) argue that if expectations are based solely on past experience in other contexts, then they fall outside the psychological contract. However Arnold's (1996) work on trainee nurses suggested that expectations formed prior to entering a profession can have a strong influence on reactions to events during their employment and thus impact upon the current psychological contract.

The process of socialisation in any career will lead to a process of adjustment and new expectations will be formed. However any conception of the psychological contract as being a blank canvas to be written upon when an individual starts a new job would seem to ignore the reality of the situation. Bunderson's (2001) research on doctors acknowledges this as he found that their reactions to certain events were influenced by whether the events related to their reasons for joining the profession. Professional employees relate to their organisations as both professionals and employees and yet their reasons for joining the organisation initially were likely to be informed more by a professional ideology which is predominately relational. An individual will have a 'schemata' (Morrison and Robinson, 1997) about how the employment relationship should be structured and if actual experience does not match this it may be perceived as a breach.

Analysis of the transcripts identified certain commonalities about the respondents' expectations of a career in the legal profession. There were some who felt they fell into the career by accident while for others the decision was made by either parental tradition or influence.

*I think probably I ended up, in a sense, more by accident than by design in that I am the fourth or fifth generation. Yes, I think there really was an expectation. Undoubtedly.* Christopher, salaried partner, regional firm



Sommerlad (2008) carried out work on students training to be solicitors and found that those without family connections in the law could find the process to be accepted for a training contract much more difficult. She argued that the entire system of informal barriers and benchmarks erected by the profession are based on the concept of class. One of the functions of legal training is to achieve familiarity with legal language and solicitors are expected to acquire an appropriate vocabulary, intonation and accent including specific legal terms to demonstrate their professional status. Students with family members who are already professionals are likely to find this enculturation process more straightforward than others without this background.

Respondents mentioned the expectation of receiving both intrinsic and extrinsic rewards from a career in law. The attraction of a legal career was partly the status derived from being a member of a respected profession but the financial side of being a solicitor was also attractive.

*We expected to earn lots, or at least my parents expected me to earn plenty of money as a solicitor. Gill, solicitor, regional firm*

Lawyers in commercial firms are renowned for their high salaries not only in contrast to other professional occupations, but also when compared to others within the legal profession itself who are working in alternative employment settings. Traditionally professionals are expected to place little value on the financial rewards of their work, as it is assumed that their chosen vocation is a ‘calling’.

*We were interviewed in those days by the Law Society to make sure that we are fit and proper people to be solicitors and we weren't interested in money, money, money, because if that was all we were interested in we were supposed to be thrown out of the Law Society. Not that anybody was ... Trevor, equity partner, regional firm*

In addition to the money and status derived from being a solicitor, the nature of the work was also seen as an advantage. Advocacy, representing people in court, was attractive to some and this is an area which forms the staple of many films and television programmes. However in the current research all the lawyers work for commercial firms, thus their work is done primarily for firms rather than individuals

and is generally governed by civil rather than criminal law. A lot of solicitors' work deals with non-contentious transactional matters so the reality of the work place for the respondents in this study does not match the image commonly presented in the media.

It is possible to summarise the reasons why the respondents in this study chose a legal career: family tradition; 1989 #641; its image as a respected profession; the potential financial rewards; the nature of the work, particularly advocacy} who found that the motivation for a career in law, in descending order, were an interest in the intellectual demands of the subject, the desire for a well paid and secure occupation, and the prestige of the profession.

The traditional definition of a profession stresses the desire of the professional to provide public service, yet few respondents in the current study mentioned this. The reality seems to be that despite law students initially expressing a desire to provide public service, over time this was subordinated to “intellectual, financial and status motivations” (Boon, 2005:238) and notions of achieving justice. There was no apparent difference in the initial motivations of those who have subsequently become partners and those who are not yet partners. These findings accord with those of Sherr and Webb (1989), particularly in commercial firms. Research suggests that the situation may be different in high street firms where the financial rewards are not as high (Boon et al., 2001) so solicitors in these firms tend to stress the public good they achieve.

### **Expectations - intrinsic rewards**

Solicitors may find satisfaction in a number of aspects of the work including feeling respected by colleagues and clients and enjoying the intellectual challenge of solving a problem. Respondents commented on the extent to which their career compared with their original expectations: intrinsic expectations were borne out in practice for many. The following comment comes from an employment lawyer who carries out work for individuals as well as companies and enjoys the opportunity to fight for clients to achieve justice.

*I quite like being on the coal face and doing advocacy and also representing clients who I think have got a bit of a cause to fight rather than just saving companies money essentially. Naomi, solicitor, national firm*

Depending on the area of law, there can be an opportunity to fly overseas to the site of a problem and this can lead some to find real excitement in the work itself. The ability to apply legal knowledge and skills in different situations can be very appealing.

*If I'm honest it's the adrenalin. It's very exciting to jump on a plane and go to an area where a ship has just had a collision and negotiate and all of these things. It's knackered but it is also very exciting and that's one of the reasons I got into this in the first place. Cliff, equity partner, national firm*

It must be noted that not all areas of law provide this level of stimulation but some solicitors find great intrinsic satisfaction from being involved with multi-million pound deals even if this does not involve flying to the other side of the world.

The desire to be respected by colleagues and managers is an important driver for some (Purcell et al., 2003) and can be an important factor in building commitment. Recognition from colleagues and managers was also reported as important in the current research, and some respondents felt really pleased when their efforts were acknowledged. It was striking to note the impact that saying 'well done' seemed to have, suggesting that good performance is frequently taken for granted.

*He said it was recognised that I do work beyond perhaps what I need to. ... I was really, really pleased that he had said that to me, because I think that encourages you to keep doing it. It is when you feel taken for granted that ... Angela, salaried partner, part time*

Sandra was also delighted when her contribution was recognised by her managing partner. Again, her reaction suggests a low level of expectation that anyone would praise her work and thus her delight when this did happen.

*When I went here I brought some work with me from clients that I had worked for previously and I felt very recognised here for having done that, and I even got a little handwritten note from the managing partner with a Thornton's chocolate. ...*

*It was the thought that someone had actually bothered to handwrite a note.*  
Sandra, solicitor, national firm

Most solicitors have a strong desire to develop their skills and coaching and mentoring by colleagues and the provision of support can be an important tool in achieving this. The opportunity to develop skills can form an important element of intrinsic satisfaction. Angela had left a previous firm because she did not feel supported by senior staff and expressed her appreciation for the support she received from the partners in her new firm. The decision to leave a firm because of a perceived lack of support was more common than had been anticipated and will be discussed later in this chapter in the section on breach of the psychological contract.

*It was because Firm R had a fantastic open door policy and if you had something and you didn't know what you were doing with it you could talk to any number of partners and nine times out of ten you would get an answer.* Angela, salaried partner, regional firm

It is perhaps surprising that in a partnership, where all partners are 'jointly and severally liable' for the actions of other members of the firm, some staff should feel so unsupported. It is clear that they are likely to give incorrect advice in these circumstances which is stressful for them as individuals, and the firm could also be liable for damages.

The idiosyncratic nature of the psychological contract is illuminated in the quote below as Geoff almost welcomes the lack of support as this gave him an opportunity to gain more experience. This is in contrast to other respondents who felt 'abandoned' when they did not receive the support they wanted indicating that individuals can respond differently to the same situation and thus have different psychological contracts.

*They taught me an awful lot just because work was pushed down. There was so much work that very junior members of staff were having to deal with very big deals because the people above you were having to deal with even bigger ones so it was sink or swim for a few years until the property world crashed around us basically.* Geoff, salaried partner, regional firm

The intrinsic rewards identified related to recognition by clients and colleagues and the intellectual stimulation offered by the role. The support offered by peers and managers was important as this was vital to the process of professional development.

### **Expectations - extrinsic rewards**

There are relatively few occupations that offer the same financial rewards as the law. Solicitors typically earn more than their contemporaries so tend to feel satisfied with the amount of money earned.

*Well material things don't really matter to me and I think I earn enough now for me to do everything that I want to do. I have great holidays and I don't look at prices of things when I go to the supermarket and I have very little financial commitment fortunately in the stage of life I am. Sue, solicitor, national firm*

Some acknowledge that the quid pro quo for the level of financial reward they receive is the need to work long hours. This would seem to reflect the professional socialisation they undergo and also the influence of the role models around them. There is an acceptance of this exchange relationship which influences their perception of their work life balance. Earning lots of money seems to modify the expectation that one can expect to achieve work life balance. One salaried partner commented that he felt no sympathy for those who stay and moan because in his view the rules were clear: if you wanted to earn money at this level, there was inevitably a price to be paid.

The respondents in this study all work in a commercial environment and it is perhaps unsurprising that they take a hard headed view of the commercial realities. For some there is a clear calculation in terms of what is expected in return for the rewards and a recognition that there is a price to be paid for the level of reward. Each individual has to calculate whether the price is one they are prepared to pay and this calculation may change over time as the desire for work life balance is likely to increase in line with family responsibilities. There was little sympathy for those who complain about the deal as there are alternative job opportunities for most solicitors.

*I am paid very well for what I do and I am there to deliver a service... - if you don't like it go and do something else. Nick, salaried partner, regional firm*

Nick's perception of the 'deal' was that he was paid well for what he delivers but not all of the respondents felt the same. Brian felt that he was underpaid in proportion to his billing as he was receiving less than a quarter of the fees he earned. However he was prepared to accept this if management were prepared to accept that he should not be expected to be involved in 'management rubbish'. He wanted to define the terms of his 'deal' so that he was left alone to a large extent and in return he would reciprocate by not pressing for the pay rise he felt he deserved.

*"Because there's sort of a deal then, it's like look leave me alone and I won't be involved in all your management rubbish and I'll just get on with the claims"*  
Brian, solicitor, national firm

The amount of money earned by equity partners makes it very difficult for them to reduce their work input and remain at the same level. There seems to be an element of 'selling your soul to the devil' in that the level of reward legitimises any expectation of effort in return for the rewards.

*You understand the levels that equity partners get paid? Well I think if you're getting that out it's very difficult to say 'oh well you know I shouldn't be working on a Saturday'.* Alan, equity partner, national firm

The process of socialisation can produce a psychological contract where solicitors feel obligated to do whatever the client requires, regardless of any personal inconvenience involved. This feeling is reinforced by the amount they are paid so they feel obliged to do whatever they perceive to be necessary in return. This seems to suggest that the level of financial reward is an important influence on the psychological contract of solicitors, and there are few limits to what the firm can expect of the employees.

### **Employer expectations**

One of the ways for the researcher to establish the expectations of the firm and the individual is to ask individuals to identify occasions where they feel that either they, or the firm, have exceeded expectations. The critical incident technique, discussed in Chapter 5, was used to ask the respondents if they could think of an occasion when they had gone the 'extra mile' for the firm. This was designed to help the

respondents clarify what they believed were the employer's expectations. It also helps to identify what they perceive as in-role and extra-role behaviours in terms of organisational citizenship. There was some debate as to how one could define going the extra mile as seemingly most behaviour is seen as in-role with only the most exceptional efforts being seen as extra-role.

*It's increasingly difficult I suppose to separate what is the extra mile from what you actually do. Phil, solicitor, national firm*

Some respondents were very clear about the level of commitment they needed to show if they were to be successful and as a result 'everything' was expected. Sean was a trainee and had only been in the firm for less than a year but he seemed to have absorbed the need to do 'whatever you have to do' in order to be successful. The point in the socialisation process when he reached this conclusion is not clear but given he is still in the first year of his training contract it was clearly an early one.

*Whether it's expected or not is not really that important here. ... You've got to do it so whatever you have to do to achieve that, that's what you do. Sean, trainee, national firm*

Sean made the point that his actions did not depend on whether something is *expected* or not but rather on his perception of what needed to be done. It was not clear how this perception arose, other than through the process of socialisation. His comment indicated that the socialisation process can exert great control over the staff so they are to a large extent self-managing as they feel personally obligated to provide excellent service.

Some went to extraordinary lengths to ensure the job was done. The following quote by Jane shows she felt she 'had to come in', despite breaking her arm and then spending a night in hospital. Again it is not clear how this perceived obligation was internalised so quickly as she is also a trainee.

*I had to come in at the weekend which I have done before but it was actually snowing outside and I fell and unbeknown to me I actually broke my arm, came in*

*and drafted all my witness statements and everything with my broken arm! I then realised I had broken my arm and spent Sunday night in hospital and then came in on Monday and did all the bundles and everything and got it ready so I didn't miss a day off work despite breaking my arm. I did feel that I had put in quite a lot.* Jane, trainee, national firm

It was surprisingly difficult to identify examples of situations where individuals felt they had gone the extra mile for the firm as they felt obligated to do whatever they felt was necessary. In circumstances like these it is difficult to identify extra-role behaviour as virtually everything becomes in-role behaviour. Solicitors define their role to encompass behaviour that in other occupations would be regarded as going well beyond employer expectations.

### **Employee expectations of employer**

In addition to individuals being asked for occasions where they felt they had gone the extra mile for the firm, they were also asked for examples of where they felt the firm had exceeded their expectations. This was designed to identify the expectations that these employees had of the firm. A number pointed to receiving money or other rewards beyond their strict entitlement and felt pleased that the firm had recognised their contribution in this way. Natalie was applying for a mortgage and was pleased when the firm increased her salary before the normal review date.

*...despite the fact that we have a structured pay review scheme that only kicks in once every year they gave me a gesture of increasing my salary halfway through the year so that it would have an impact on my mortgage application. And I think it was possibly a recognition that they realised that I had gone that extra mile and I wasn't expecting that in return but I was hugely, pleasantly surprised.* Natalie, solicitor, national firm

This can be seen as an example of an 'I-deal' which are agreements struck between highly marketable employees, valued by their organisations, who have the power to negotiate employment conditions to suit their preferences (Rousseau, 2001a), discussed previously in Chapter 3. Natalie is clearly valued by her employers and is recognised as highly marketable. In this case her employer seems to have approached her, rather than Natalie requesting a rise, so it is not possible to go so far



as to say that she had the power to negotiate her preferred employment conditions. However it is clear that this deal was not offered to other employees.

The feeling that one's contribution has been recognised can be an important influence on the psychological contract. Sue was prevented by her firm's rules in applying for associate status due to her start date, although she was eligible in every other way. She was very impressed when the managing partner came to see her to explain the decision which had been taken.

*'What we are going to do is in September when the general pay rises go through you will be put up to the associate level pay rise. I know it's not about pay but that's what we're going to do. We'll also, I know we can't label you an associate, but we'll treat you to all intents and purposes as an associate.'* Sue, solicitor, national firm

In Sue's case her satisfaction came not just from the transactional element of the pay increase but also from the relational element of treating her as a valued member of staff. Sue's increase in pay can also be seen as an example of an I-deal. Firms can demonstrate that they value the relationship in different ways. Many of the respondents drew attention to help they had received with health or family problems and the gratitude they felt as a result. Katy was very grateful for the support she received when her mother was ill and felt the firm had gone the extra mile for her.

*The only thing that touched me was five years ago my mum had breast cancer and my mum and dad live in Ireland and it came as an absolute shock to me because it was unexpected. Kevin who was head of the department at the time said 'just go', so I went for three and a half weeks and when I came back people were fine about it.* Katy, solicitor, national firm

Some solicitors appreciated their firm giving them time rather than money. Cath was very pleased to be given extended leave for a trip only weeks after joining a new firm and her reaction to this demonstrates the impact that such gestures can have upon an individual's psychological contract. The norm of reciprocity suggests that an individual will contribute more in order to redress the balance of obligations.

*I guess as a result I feel quite a high allegiance to the firm, indebted in a way, to repay them by working well for the rest of the time that I am here.* Cath, solicitor, regional firm

Cath clearly acknowledges the mutuality of the relationship as she observes that she feels obligated to work harder, in line with social exchange theory. Actions like the ones highlighted above can be very important in building a strong psychological contract and in encouraging loyalty and commitment from staff. Human relationships are formed by individuals conducting a subjective cost-benefit analysis and comparing alternatives. If at some point there is a perception that the costs of a relationship outweigh the perceived benefits then it is likely that the person will choose to leave the relationship.

### **Dealing with clients**

So far the discussion has focused on the psychological contract between the employee and the employer. However it is important to acknowledge that in a client centred occupation such as law, the relationship between the solicitor and the client may also form an important part of the psychological contract. Marks (2001) proposed a multi-foci conceptualisation of the psychological contract which argued that there can be parties to the contract in addition to the employee and employer. While the relationship with clients can be a strong influence upon the psychological contract of the solicitor, Marks' view has not been a strong influence on the psychological contract literature. The current study suggests that the relationships formed with both clients and colleagues would benefit from further research as the focus on the dyadic employer/employee relationship ignores other important influences on the psychological contract.

The traditional definition of a professional places the client at the centre of the relationship and the firm where the professional is currently employed is a secondary focus. For many solicitors the social interaction with clients is a major source of career satisfaction. In a commercial firm, unlike a legal aid firm, the clients are also professionals and can provide congenial company and a source of intrinsic satisfaction. In addition, networking is an important activity for career advancement (Kumra and Vinnicombe, 2008).

*60 hours which comprises work is not me tied to my desk for sixty hours. I work in a market where you deal with people who are quite professional and easy to get on with, so if you're doing marketing and sales and stuff they're actually quite good fun. I don't mind being at dinner till 1 or 2 in the morning and then being at my desk at 8.30, but if you look at how long I actually worked that day I was in the office at 8 and I didn't get home till 2 - I worked a very long day, but that is very much part and parcel of my job. It's a question of variety. If I was just at my desk for 60 hours a week churning out documents ...* Dave, solicitor, national firm

Dave draws attention to the permeable divide between his work and social life and in situations like this it is understandable that relationships are formed with clients that are psychologically engaging and involve expectations on both sides.

There was a feeling voiced by a number of respondents that client demands have increased over the years and this has led to increased pressure to provide excellent service but at a lower cost if at all possible. The commercial legal market is very competitive and the loss of a major client can have major financial implications so firms will go to great lengths to retain a client.

*I think one is so much constantly trying to push out the boundaries of your service to one's client that I'm not sure that I can think of a single incident because really what one is trying to do every year is to improve on the service that you gave last year and that becomes slightly obsessive.* Geoff, salaried partner, regional firm

The solicitor wants to provide good service to a client, and sometimes this desire seems to be independent of the perceived obligations to the firm. Katy expressed this idea quite neatly and recalls the notion of an independent professional despite being part of a large firm.

*Because there's Firm N and then there's Katy Dixon plc and I have a relationship with my clients and if something needs to be done it has to be done.* Katy, solicitor, national firm

Mandy also feels she has an independent relationship with her clients and this has had an impact upon her own career development. She feels it would be better for her career to move to another firm but the impact of this would be to abandon her clients and at the moment she does not feel able to do this. This again brings to mind the traditional definition of a professional as she has chosen to continue to carry out the

work, at least for the moment, at the cost of personally receiving fewer financial rewards. In some cases the behaviour shown aligns the interests of all the parties and satisfies the solicitor, the firm and the client. In Mandy's case she is sacrificing her own interests in order to protect the interests of her client.

*I've got a restrictive covenant and I think it's 6 months and if they felt that I was a threat because I've potentially got relationships with significant people. And if they held that to me [by putting me] on garden leave I couldn't let the people I work for down. I just can't get over the thought of leaving someone mid-transaction and knowing it would go into freefall.* Mandy, salaried partner, national firm

Mandy's comment reflects the strength of the relationships she has with her clients and provides a good example of the social capital (Davenport, 1999) that knowledge workers possess. Given the strength of the relationship which Mandy describes, it is likely to be reciprocated to some extent by the client. If Mandy decides to leave the current firm, the client is likely to want to follow her if possible. Mandy's knowledge of her clients and the way they like things done is difficult to replicate and can be an important source of competitive advantage (Boxall and Purcell, 2003). It also provides an example of the value of tacit knowledge (Nonaka and Takeuchi, 1995) as it is difficult to capture the essence of Mandy's relationships with her clients.

There was general agreement on the need to provide 'superb' service. However there is an inherent contradiction as the pressure to achieve profitability can mean that some clients do not necessarily receive such high levels of service. Some respondents expressed disquiet about the methods used to increase profitability, and their comments recall observations on the 'factory firm' (Sommerlad, 2002).

*Relentless pressure financially, that drives the whole department, relentless financial pressure and that's what makes it a thoroughly miserable place to work in terms of just how people are, their mental state.* Brian, solicitor, national firm

This feeling of financial pressure is the antithesis of professional service if decisions are made on the basis of money rather than the needs of the client. This can also lead

to professional/organisational conflict if individuals feel that service standards are being compromised (Bunderson, 2001).

*It means ripping more work and more fees from clients, selling what we can do for more than the clients are really prepared to pay, never really giving them really good value for money because that's bad business for us. This is not Firm N, this is the whole legal profession and that's the only way that you can build profit per equity partner. Cliff, equity partner, national firm*

Cliff's comments place him at some distance from an ethos of public service and it is clear that financial return is a major driver. In some cases the pressure to achieve profits can lead to poor quality work. This is an aspect of legal work which is often not acknowledged as the rhetoric is of a high quality service.

*Another problem is, and you must not tell our clients this, a lot of our product isn't very good because we employ junior people because we want to get our figures right. Because we're a high volume business so we employ lots of junior people on low wages and they're not technically very good and so we end up with some rubbish going out but the short term need to do your billing is overwhelming. Brian, solicitor, national firm*

This comment recalls the trend identified by Boon (2005) where he argued that the legal profession was characterised by “work pressure, pressure to bill, fuelled by cynical commercialism and organisational conformity” (Boon, 2005: 231). The pressure to provide excellent service but also to achieve high profits will increase the pressure felt by solicitors, which in turn is likely to increase their need for both professional and personal support.

### **Billable hours**

The process of recording billable hours is seen as an effective way of maximising fee income. Firms use this yardstick to measure the success of their firm, to determine salary levels and to decide on promotions. It can be used as an indicator of the level of contribution and commitment and this leads to pressure to hit targets as solicitors feel obligated to be seen to be billing high fees. This can become a major cause of stress for a number of solicitors. The target for billable hours is usually set as part of

the performance appraisal process and there may be further financial rewards available for those who exceed the already challenging figure.

*It is a constant source of assessment and a constant pressure on me having to ensure that I am doing the time and am billing and am getting it billed as soon as possible.* Hannah, solicitor, regional firm

Hannah's comments indicate the control which the targets exert over her. There is a need for minimal management supervision where individuals have internalised the hours targets and feel obligated to achieve them. Technology is being used to help to monitor time as exactly as possible, both to assist in accurate billing but also to help to reinforce the expectations about the number of hours to be worked.

*It's a relentless pressure. Every week you get reminded of what you've done in the previous week and your computer asks you if you've done 7 hours chargeable when you try and leave the office, when you close down!* Brian, solicitor, national firm

Lawyers have always had to record the amount of time they have spent on various cases but the technology makes it possible to supervise by remote means. Foucault (1975) used the 'panopticon', a prison in which all prisoners can be viewed from one point, as a metaphor for modern 'disciplinary' societies and their inclination to observe and normalise. Foucault argues that not only prisons but other hierarchical organisations have evolved through history to resemble a panopticon. It may be a surprise to some that computers can be used to log toilet breaks as this sort of supervision and control is associated more with manual rather than professional jobs. It is for these reasons that it is argued that professional autonomy is being reduced and that managerialism dominates the work of many lawyers.

*We've got an elite account system so you could have personal timers for every bill to the second. You set the timer when you make a phone call, do the attendance notes and you stop it, write a little narrative and it tells you what it is. ... There is a lot of emphasis on billing. We've got a new package now ... it'll show me when I had a toilet break or if I've had a coffee or my lunch and it just does it by a bar chart throughout the day. I mean that's quite a scary thing when you think about how you imagine your day.* Rachel, solicitor, City firm

This control is intensified even when staff are away from the office as the use of BlackBerrys becomes more common. Their use means that the individual is always on call and this can ensure a level of surveillance that chimes with the notion of the panopticon.

The target hours vary between firms and also at different levels in the firms which reflects the different expectations that firms have about the amount of effort an individual should offer them. The targets which people are set may be very demanding. In the national firm they calculate a ‘utilisation figure’, based on the percentage of their target hours they bill, and staff are spoken to if they do not keep their billable hours at a minimum of 95% of their target. Many staff work considerably in excess of their target figure and this again raises the question as to why staff feel the need to over-perform in this way.

*My contract is I think for 2000 (billable) hours, which although I get 30 days holiday, that works out at 10 hours per day. So that means I must be doing 13 hours a day on a regular basis and the same goes for the people around me, that’s an average utilisation. Mandy, salaried partner, national firm*

It is perhaps unsurprising that partners have high expectations of their junior staff as they are expected to work even longer hours themselves. Cliff is an equity partner in the same firm as Mandy and his contract is for 2200 to 2400 hours. Cliff refers to working 16 hours a day as a ‘commitment’.

*I mean 2400 hours is what you would call it but it’s actually 16 hours a day and probably 6 days a week in one form or another. I don’t mean looking over law books I mean looking after clients, staff and just worrying - that’s the commitment. Cliff, equity partner, national firm*

It is clear that Cliff has internalised the need to work very long hours but it is less clear how this process actually occurs. Cliff is an equity partner and so can be seen as representing the employer but other employees make similar statements when they are not an owner of the firm.



One expectation shared by law firms is that staff will work long hours. This allows firms to ‘sweat the assets’, as one equity partner put it, in order to increase profitability and, it should be noted, the partner’s own level of reward.

*As a business we are selling knowledge, expertise and time. However, the only part that we can control is our costs. We cannot control the work flow, we have no means of controlling that. Clients want constantly value for money. Law firms historically have enjoyed 25-35% profit margins. In order to maintain that kind of profitability level there are in practice only a few ways in which you can do so given that you are all fishing in the same market. And the most obvious of those is that you ‘sweat the assets’, and that means getting people to work longer hours. I don’t know of any law firm that has actually reduced their chargeable hours requirement from one year to the next. Steve, equity partner, City firm*

There is a clear expectation from partners that people will work the hours which are necessary to get the job done. Patrick, an equity partner in a City firm, has high expectations of the hours his staff will work. He says a job needs to be done ‘within time limits’, but the firm may offer a client unrealistic time limits in order to impress. Over time, clients will then come to expect very fast service with little consideration given for the human cost this will entail. This is perhaps not surprising if clients are being charged up to £1000 per hour (Madsen, 2007) for the work done.

*I don’t think you can talk about typical hours; I think there is an expectation that people will do what has to be done to get a job done within time limits. If somebody is involved in a transaction that is going at short notice, then people can do 100 plus hours a week. People can have a period where they have three or four months doing that. We have had projects going here over the last 12 months where there’s been a group of people who have worked every weekend for close to four months. Patrick, equity partner, City firm*

It may seem surprising that any employer can expect staff to work in excess of 100 hours a week for a period of three or four months, and perhaps even more surprising that staff are prepared to agree to this. In most other occupations, staff may be prepared to work in an emergency situation but would expect either time off in lieu or financial reward, but there seems to be no expectation of a quid pro quo for working through the night. The incentive comes in the hope of such commitment being remembered when it comes time to be considered for partnership. Patrick is



very clear about the amount of work which is necessary to ensure financial success for the firm.

*The only two things solicitors have to offer are knowledge and time. I think you need to assume that everybody based in the City has the knowledge, so the only thing people have to offer is their time. Time means that people work hard, and that's how you create the instant for the client. That's how you do your eight chargeable hours for the day, plus go to lunch with the client. But if you don't do that, Joe down the road will, that's just the way it is. It's a business like any other business, and people shouldn't think anything else.* Patrick, equity partner, City firm

Patrick's use of the words 'business like any other' is interesting as professionals have traditionally defined themselves as being a special kind of business (Sommerlad, 2002: 225). The rhetoric of professionals is based on the notion of public service and they are meant to be above the influence of financial considerations, although it is clear that the reality of commercial firms is some distance from this. The author suggested to Patrick that law firms use the prospect of promotion as a mechanism of control but he was dismissive of this argument. He felt the level of reward both currently and in the future balanced the amount of effort required. He had little sympathy for those who are dissatisfied with their rewards.

*They also know that by and large they have a rewards system which is far greater than virtually anything they could get, other than merchant bankers and accountants, but compared with the rewards in industry and elsewhere, they earn much more than everyone else in their peer group. ...So younger employees are not controlled; actually they are fabulously well rewarded for what they do. They have the prospect of much greater rewards, and of course they have to work hard for that, but what does anyone expect?* Patrick, equity partner, City firm

The issue of control is an interesting one as Patrick does not appear to recognise that the incentives available play a large part in the management of solicitors. He appears to believe that they are being very well paid for the job they are doing now and that the commitment they are expected to display is entirely in line with the level of their current rewards.

## Work life balance

Lawyers are renowned for working long hours and so this is an expectation that most solicitors will have had prior to joining the profession. Analysis showed that expectations of the hours to be worked have changed over the years. Those who qualified a number of years ago remember the days when long lunch hours were the norm.

*It's very different nowadays - compared to 30 years ago when I started it wasn't a difficult life. You used to turn up at 9am, had 2 hours for lunch, went home before 5, didn't work weekends and in that sense it wasn't a difficult job to do. Jack, equity partner, national firm*

Many respondents reported working very long hours compared with other occupations but viewed this as 'normal'. The process of socialisation encourages staff to view certain features of the job as just 'the way things are around here' which means they are less likely to challenge the practice. This is helpful to those partners who are trying to maximise the PEP (profit per equity partner) as the internalisation of the work ethic means there is less need for external supervision and monitoring.

*The last corporate deal I did we had a meeting that started at 7 o'clock Wednesday morning and finished at midnight Thursday night - and that was like normal. I remember vividly on the Wednesday midnight that there was the same number of people there as there was midday, so you went the extra mile and worked ridiculous hours. That's normality. Jack, equity partner, national firm*

Perhaps the most striking aspect is they do not see their contribution as out of the ordinary but rather what is expected of them and hence part of the psychological contract, and this holds true for both solicitors and partners. For many, everything they do is seen as in-role behaviour while in many other organisations it would be seen as extra-role behaviour. Staff often do not take all their leave entitlement and may have holiday plans cancelled at short notice and yet this is expected behaviour to provide the client with good service.

*I don't think that I have ever gone beyond what was expected of me but I work weekends, I just worked this Bank Holiday Monday - in the office. I've worked holidays also. Katy, solicitor, national firm*

Individuals have to make decisions about how hard they are prepared to work and this may be influenced by the level of their desire for promotion. This is discussed further in the next chapter. Brian was unusual as he was the only one to explicitly state that he had decided that he did not want promotion, and this gave him the freedom to refuse to work long hours.

*I won't work late and I won't work weekends, I don't see the point. And my family are very important to me and it's just not worth it.* Brian, solicitor, national firm

Individuals also have to make decisions about the type of firm where they choose to work. Typically the City firms provide the highest financial rewards but also require the longest working hours. Many of the respondents had left a previous firm in order to achieve a better work life balance, and this was particularly the case with female respondents. The number of hours worked, while expected to be high, may reach a level where it is perceived as a breach of the psychological contract and therefore prompts a decision to leave.

*I've just recruited someone from Clifford Chance. She's four years qualified, she was working at Canary Wharf and she was regularly there till 9.30-10.00 at night and they expected her to work two out of four weekends.* Steve, equity partner, City firm

This raises the question as to which factors lead someone to decide to work such long hours. Analysis of the model of the influences on the psychological contract of solicitors presented in Chapter 3 indicates a number of factors which can lead to this behaviour. Each individual will have a number of personal characteristics and some may be characterised as 'driven' individuals. It is interesting to reflect upon the factors that could cause a person to work very long hours. Any solicitor working in a Magic Circle firm will have worked very hard to achieve their current position and this behaviour can then become habitual. It is inevitable that working such long hours will impact upon the formation of a social life. In some cases this may reach the stage where one might as well work long hours as there is nothing much to go home for.

There is no doubt that the socialisation process during the course of her professional training will have influenced her expectations about how hard she should expect to work. It is likely that she did her training contract in a City firm, as lateral moves are rare at this stage in a career, and the custom and practice will have been to work very long hours. Although she must have justified the behaviour to herself for a number of years, it does not seem entirely rational to an outside observer. This point will be explored further in Chapter 8. It is interesting to note that she had applied for a job at another City firm rather than at one where the work might be less pressured suggesting that she is prepared to continue working very long hours, although the financial rewards for making partner would now be less.

There may be a choice to be made between financial rewards and work life balance and the psychological contract may be renegotiated over the course of a career as family responsibilities change. Stuart has been qualified for nearly 30 years and recognises that he could have earned much more money if he had chosen to work in a City firm, but does not miss the sacrifice which would have been required.

*We had a reunion lunch with a couple of my old Cambridge buddies [who now work for City firms] I hadn't seen for years last year. Of course you are jealous of the money they earn but I am not really jealous of the sacrifice it has taken them to get there. I prefer the life I have had I think.* Stuart, equity partner, regional firm

Stuart has three children and left a successful regional firm to set up his own firm in a niche area. He built that firm up from two people to be a major player in his industry sector and has worked incredibly long hours during his career. Perhaps the main difference is that he has had more control over the hours that he worked as the senior partner and in a larger firm he would have not had the same discretion about the cases which he worked on.

There is a balance to be struck between the number of hours worked and the likelihood of being promoted. If younger solicitors assess that their chances of being promoted to partner are being reduced they are more likely to feel there should be more to life than just working long hours. This issue will be explored in more detail in the next chapter.

The emphasis on work life balance by recruits to the profession was confirmed in interviews with HR staff, including the City firm where they might be expected to attract the most ambitious young lawyers. The HR manager commented that a few years ago no applicant aspiring to a job at a City firm would ask about the approach to work life balance as this could be interpreted as a signal of lack of commitment. The fact that the question is now being raised both shows the importance attached to it, but also perhaps indicates that the goals of some are changing. The aim becomes not to achieve partnership but to work with talented and interesting people. In these circumstances asking a question about work life balance may not seem to be too damaging to one's career prospects.

Some respondents seemed to almost relish the frenetic pace of life and thrive on the adrenalin for its own sake rather than just working long hours as a means of achieving partnership. In the following quote Hazel is referring to a time while working in a City firm before she married and had children. Many young lawyers start their careers in City firms and then choose to move to regional firms to achieve a better work life balance when they wish to have children.

*Very much the culture, but I didn't mind one bit because I loved it and I also had a completely fantastic social life so I didn't mind. The work life balance was very tough but fine, acceptably tough.* Hazel, equity partner, part time, regional firm

The reasons why people decide to work long hours are complex and differ between individuals. For some it seems to become habitual behaviour in the sense that they have done it for so long that it becomes a way of life and they then expect it from more junior colleagues. The desire to provide a good service to clients necessitates working long hours and this is accepted as part of their professionalism:

*I have always said that I am prepared to work 24 hours, 7 days a week, Sundays, whatever if a client needs it as an exception, because there is an emergency. I don't mind that, not in the slightest, because it is the job, but I object to it as the norm. That is not my idea of how it should be as the norm.* Stuart, equity partner, regional firm

For others working long hours is expressed as a means of gaining valuable experience which in turn may lead to promotion. The long hours enable more

experience to be obtained in a shorter period of time and they also demonstrate a level of commitment to the firm. The solicitor will be able to bill a higher number of hours, which is one of the factors considered in promotion to partnership, and the client is likely to be pleased with the speed of the work.

*I suppose what I did get is a lot of experience, which sounds stupid, but if you work really long hours over 3 years, unless you burn out, then at 3 years qualified you've actually got the experience of 5 years qualified.* Dave, solicitor, national firm

The ability to balance work and home responsibilities seems very dependent on the immediate line manager and the expectations they communicate about acceptable behaviour. Some line managers choose to adopt a macho approach to work life balance and try to impress clients by completing a job in less time than it really needs and requiring staff to work through the night to achieve this. One respondent referred to a female partner who behaved in this way as she was keen to adopt an approach which suggested that she was as tough as any man, and was prepared to push her staff hard to achieve results. Sommerlad argues that to make it to the top, a female lawyer must emulate male behaviour and she quotes a female lawyer as saying “I leave my heart and soul on the coat peg when I come into work” (Sommerlad, 2002).

There is some debate about the impact of work life balance issues upon the profession. On the one hand there is evidence that many young women in their 30s leave the law as they do not feel they can combine a legal career with having a family. However on the other hand there still seem to be many individuals who are prepared to do whatever it takes in order to achieve promotion. Patrick feels that the problems of work life balance are over-stated as he correctly notes that there is still strong competition to find jobs in top City firms. While firms can still attract and retain the calibre of staff they need there will be little incentive to change the working practices.

*People say it is a major issue, but if it was that big an issue for them then every City law firm would be advertising for fifty positions or plus. Law firms don't have positions that aren't filled. People talk about it, obviously people want to spend less time in the office and if people can organise that then fine ... but I*

*don't believe that you could go to any significant City law firm and say do you have fifty positions you can't fill, or do you have twenty, and the answer is no, of course they don't. Patrick, equity partner, City firm*

The long hours not only impact upon an individual's home life but they may also engender a production line mentality about the way the work is done, recalling Sommerlad's (2002) reference to the 'factory firm'.

*Nowadays you have got the sort of bang, bang, bang, bang. It's production line, probably because margins get squeezed and squeezed and squeezed so you have to keep processing the work very quickly. Mike, solicitor, regional firm*

This view of the nature of legal work does not accord with the expectations that many aspiring solicitors will have had prior to entering the profession. This work pressure will increase the need for support from colleagues but it is also likely to affect the individual's view of the profession and the satisfaction they feel at being part of it.

Managers are aware that associate retention is an issue facing law firms but the culture of law firms is such that it seems unlikely that the work life balance will improve in the future. Ambitious people seek high rewards and therefore want to work for firms where profits are high.

*Whilst I think there will always be people coming up who will be prepared to work like that because when you're 25-35 you are willing to do it. I can't see the work life balance getting easier because the only way you can improve it is by employing more people and working them for less hours and the consequences of that is declining profits. Once you get into that circle then it's difficult to recruit the type of people that you want because either they are not ambitious or not very good, it's a vicious circle. Steve, equity partner, City firm*

Steve's comments echo those of Patrick that there are enough good people who are prepared to conform to the culture of law firms as they are ambitious and are prepared to work hard. However other senior managers are aware that they are losing good people as a result of lifestyle issues and identify a strategic need to address the issue of associate retention. Some respondents noted that high quality staff were choosing to leave as they wanted to achieve a better work life balance.



Although there may be high levels of turnover, the numbers of qualified solicitors has increased four times since 1971 so there is a large pool of available talent to draw upon. This makes the tournament more competitive as it increases the pool of solicitors who are prepared to sacrifice their personal lives in the hope of being promoted to partner.

### **Breach of the psychological contract**

There are a number of reasons why individuals decide to leave their firm. In some cases it is ‘pull’ factors in that another job is seen as more desirable, but in other cases the ‘push’ factors dominate due to a perceived breach of the psychological contract. The research indicated a range of issues which provoked a breach of expectations, including work life balance, lack of support, lack of recognition or respect, and lack of financial security. This section is structured to address the same issues which were discussed in the previous section on expectations of solicitors and will examine breach caused by dissatisfaction with intrinsic and extrinsic rewards, a lack of recognition and support, an unsatisfactory work life balance and also a perception that promises had been broken.

### **Dissatisfaction with intrinsic rewards**

Respondents noted that dissatisfaction tended to arise when they found the nature of the work did not quite match their original expectations. One surprise for some was the amount of ‘business’ involved in a legal career. Natalie feels she is expected to be a business adviser and she had not anticipated this forming such a major part of her role.

*You're no longer expected to be a lawyer, you're expected to be a business adviser and I think we are possibly not as a profession getting this across to people who are coming into the profession. Natalie, solicitor, national firm*

It is interesting that Natalie feels that being a lawyer and a business adviser are mutually exclusive roles as the reality in many commercial firms is that there is a strong need to combine them. This view may be related to the perceived status in working in law as compared to business. Some respondents expressed the feeling



that the profession was losing part of its former prestige and as a result solicitors themselves will be reduced in status. For some the status of being a professional was an important reason for deciding to become a solicitor and if this is removed the attraction of the job will be reduced.

The Legal Services Act will in future allow large commercial organisations to own law firms and this is referred to colloquially as ‘Tesco Law’. Just as one can now go to a supermarket and see an optician or a pharmacist, in future one will also be able to see a solicitor.

*It is still a respected profession but less so and it will get less and less so because of the advent of e-commerce and everything and the upcome of ‘Tesco law’, the subsidised law by big organisations, it will get less and less prestigious. ... It will simply be a job. Mike, solicitor, regional firm*

Mike’s comment that in future being a solicitor would just be a ‘job’ is telling. This reinforces the points made earlier about some legal jobs being similar to working in a factory. Even at partner level the fear of being ‘de-equitised’ is ever-present, and the use of executive committees means that the ability to influence the direction of the firm may be minimal. This view of life in the legal profession is not what aspiring solicitors expect from a career as a solicitor and is likely to lead to further perceived breaches of the psychological contract in the future.

### **Dissatisfaction with extrinsic rewards**

Pay is an important element of both the contract of employment and also the psychological contract and a failure to receive what is expected can be a breach in both cases. The views of individuals on their level of pay is moderated by the contribution they feel they make. Some solicitors calculate that the long hours worked have the effect of reducing the hourly rate of pay to a less than impressive figure and this leads to dissatisfaction.

*I think when I compare myself to other professions and I know the sacrifices I’ve had to give and make in order to get here and I know the sacrifices I make now I don’t think I am adequately rewarded. ... There’s a perception that we are very well paid, and I’m not denying that we are very well paid, I’m certainly better paid than my father ever was, but I’ve really worked for it and I still really, really*

*work for it. But I sometimes wonder when I work out my hours and all the other costs how much do I get paid an hour? I suspect it's not as much as I think and I'd probably get a very nasty shock. Katy, solicitor, national firm*

Individuals assess their pay in both absolute and relative terms. If solicitors compare their salaries with the general working population, or with their contemporaries in other occupations, then they are likely to feel satisfied. However in addition to the absolute amounts of money received, there can also be perceived inconsistencies between rewards given compared with other employees in the firm as an aspect of distributive justice and this can lead to dissatisfaction.

*When I was 2-3 years qualified I found out that my salary was less than other people's and I challenged the department about that and they backed down and gave me an increase. Katy, solicitor, national firm*

Katy notes that she discovered that she was not receiving the same amount as her colleagues. She does not note the gender of her comparators but there is a possibility that they were male as there is a gender gap in the pay levels of male and female solicitors. A number of firms have a policy that salary increases should not be disclosed to colleagues under threat of disciplinary action, although in practice this can be difficult to monitor. This could be one reason which contributes to the pay gap which exists between male and female solicitors (McNabb and Wass, 2006) as discussed in Chapter 2, as the level of secrecy makes it more difficult for women to challenge lower pay.

The Department for Constitutional Affairs (2006) noted that female solicitors were subject to discrimination, a lack of opportunity to progress to partner, and did not receive equal pay. The situation above could be defined as a breach of Katy's contract of employment which could give rise to a claim to an employment tribunal. It is also a breach of the implied term in an employment relationship that each party will demonstrate good faith to the other. In terms of the psychological contract it demonstrates a clear breach of trust and demonstrates that the firm is not willing to treat her fairly. This can be perceived by the employee as the firm showing a lack of respect and can prompt retaliatory behaviour as a result, although this did not appear to happen in this case.

Law firms typically have pay ranges rather than pay scales and in some firms it is a disciplinary offence to share details of your salary with other employees. This allows law firms to offer differential rewards in line with the perceived contribution of the individual. However it is also possible to differentiate on less objective grounds.

Katy believed that it was simply a commercial decision and the firm believed they could get away with paying her less than her peers. This seems to be confirmed by the firm's decision to pay her an increase when she challenged her level of reward.

Katy also felt she was promised rewards which did not materialise. It was fairly rare for solicitors to refer to explicit promises, so her comment is notable for that reason. There seems to have been a clear difference between what had been promised and what was delivered and no satisfactory explanation was forthcoming so this led to a breach of her psychological contract.

*We were promised that ... when you get promoted to associate you get a car parking space. And car parking is very expensive around here, so you keep a car so you can go to client meetings. It costs a lot, it comes out of your net pay and you have to pay the extra insurance for business, they don't meet that, and then you have to have this car parking. So there was a great expectation that they were going to get this great benefit, it's certainly worth more than £2000. ... We asked what had happened to our car parking and they hummed and they haahed and 3 or 4 weeks later they said that they had changed their mind and they never gave us anything in return. That's one thing that I'm really cross about. Katy, solicitor, national firm*

This would appear to be an example of the firm renegeing on its promise as it could have kept its promise, but chose not to (Rousseau, 1995). It is possible that there was an honest misunderstanding between Katy and the firm as to what could be expected, which Rousseau termed incongruence. There was no evidence that a situation beyond the control of the organisation made it impossible for it to keep its promise (disruption) or that Katy had failed to keep her obligations and thus the firm was no longer obligated to keep its side of the deal (nullification).

Although Katy identified a clear breach of a specific promise this does not seem to have led to a negative psychological contract. There was a perception among some respondents that the firm would break promises if it were expedient to do so.

*I was long enough in the tooth to know that partners aren't to be trusted when they make promises because they go back on them.* Nick, salaried partner, regional firm

Few respondents pointed to explicit promises which they felt had been made to them, although many felt there was at least an implicit promise from the firm to provide the necessary support. Promises were perceived by some to have been made during the recruitment process such as the availability of lots of support and respect for home life which were not fulfilled in practice. It is easy to see why firms should try to paint their HR practices in the best possible light in an attempt to attract the best and brightest of the applicants, but it is also likely to lead to a sense of disappointment when the reality is found to differ from the rhetoric and where expectations are not met.

Other quotes from Katy's transcript included earlier in this chapter report the satisfaction she felt when she was allowed to visit her mother who was diagnosed with breast cancer. She is also still hopeful that she will make partner in the firm. This indicates the complex nature of the psychological contract in that an individual's perception of their contract with the firm will be influenced by which aspects they choose to focus on at a particular time. It also highlights the dynamic nature of the contract as it changes as events unfold.

Some respondents reported dissatisfaction with the perceived inequities between solicitors and partners. This is perhaps unsurprising given the scale of the differences in salary. Partners may be earning up to £1 million while the fee earners who create the profits may be earning £40,000. The system of partnership relies upon junior staff feeling it is worthwhile to put in the effort in the early stages of their career so that they too can share in much greater rewards in the future.

*If you are sitting at your desk for ten hours a day being paid forty thousand pounds a year and you see that your managing partner is getting three hundred thousand pounds a year and they say to you, sorry, we haven't got any money to pay you any more - how do you take it?* Nick, salaried partner, regional firm

If the situation changes so that more fee earners reach the conclusion that they will never be promoted to partner, then reliance on a reward system which is based upon deferred gratification is unlikely to prove acceptable in the longer term. Individuals are likely to seek a more equitable salary now which is a just reward for their current contribution rather than deferring the rewards until an unspecified future date. Most fee earners bill at least three times their own salary so, even after allowing for overheads, it is clear that equity partners receive a disproportionate share of the income.

### **Lack of recognition**

One can identify links between the support that solicitors receive, whether they feel their efforts are recognised, and whether they believe they are treated with respect. Expectations of recognition in terms of being thanked for their contribution were fairly low. This finding confirms Boon et al's research where "only 47% were told when they had done a good job" (Boon et al., 2001:587). Recognition in terms of promotion will be discussed in the next chapter. Many respondents felt that their contribution was not recognised, although they said they did not really expect that it would be.

*I remember working some fairly seriously long hours to get it done. Nobody said thank you; I didn't expect anybody to say thank you. The work was done.*

Christopher, salaried partner, regional firm

The quote above explicitly states that he did not expect recognition for his contribution, but it is clear from the words used that in fact there was an expectation that there would be some recognition. This seems to go to the heart of the psychological contract in terms of being treated fairly. On the one hand they recognise that it is their job to work hard, but on the other they feel they are treated unfairly if they give so much and it is not reciprocated. One equity partner was dismissive of those who did want to be 'patted on the head'.

*I do have a view that people are adults and they shouldn't expect to be patted on the head like little children. If they expect that then it's the wrong sort of job for you.* Patrick, equity partner, City firm

There would appear to be a difference between being recognised for a ‘normal’ contribution and being recognised for ‘extra’ commitment. Perhaps the difference is that the individuals above feel they have done more than could have been expected while the partner felt they had only done what was expected. One outcome of the socialisation process will be to influence individual’s perceptions of what may be regarded as exceptional performance.

If individuals do not feel recognised and rewarded for going the extra mile it is clear this is likely to have an impact upon their motivation. For some they may reduce their expectations of what recognition they can expect while others may view the lack of recognition as a breach of their psychological contract.

*When I was at Firm S, we had to work from Thursday to Saturday morning, we didn’t get any sleep during that period, and that was expected. ‘What are you moaning about’ kind of thing. Nick, salaried partner, regional firm*

Nick felt that he had received insufficient appreciation for working long hours without sleep. There was clear resentment expressed by those who felt they should have received some recognition for their efforts.

*No one has come to my team and said ‘fantastic!’ even though we have delivered 15 times more growth than the rest of the firm which I find quite extraordinary. It would be nice for someone just to come round, not just to me but to junior members of the team, to say ‘well done’. Dave, solicitor, national firm*

It does seem surprising because results on this scale might have been expected to attract some attention, but this may be another technique for socialising the staff as to what performance is expected.

A number of respondents recalled incidents which they felt indicated they were not being treated with respect. For some the lack of respect was more severe and amounted to bullying.

*I stood up and said that he can’t talk to me like that, I am not a child and he wouldn’t give me an opportunity to respond to anything he was saying. So I said you can’t talk to me like that, find somebody else to shout at and walked out of his office. By this time I was in floods of tears with this man screaming at me ... the*

*fact that he was screaming at me and wasn't willing to listen to what my justifications were.* Hannah, solicitor, regional firm

Other respondents also reported examples of bullying behaviour, such as tearing up work in front of the individual who produced it, and generally shouting at people who were perceived to be performing poorly. Research by Boon et al (2001) found that most bullying came from senior colleagues, although some clients were also identified as behaving in a bullying manner. Bullying can also include undue pressure to work long hours or to do particular tasks. In most cases solicitors appeared to accept these requests as they did not perceive the demand to work long hours as unreasonable and so did not define the behaviour as bullying.

Bullying can also take the form of using the firm's power to disadvantage an individual. A striking example of an individual being let down and having their trust betrayed was reported by a solicitor employed in a City firm who was offered a job at a regional firm only to find that it was withdrawn on reference. Subsequently he was told by a recruitment consultant that the reference said that he had suffered a nervous breakdown, although in fact he had never had mental health problems. This is a gross breach of the presumed good faith between the parties and it is unsurprising that he left the firm involved as soon as he was able.

Perhaps the most surprising aspect of this story was that Nick did not recall the incident at first when asked for an incident when a firm had provided less than he expected. This would seem to amount to a clear violation of his psychological contract but it took some time before he remembered it.

### **Need for support**

One finding which had not been anticipated from professional staff with long years of training and experience was the level of expressed need for both professional and personal support. A number of respondents cited lack of support as a cause of breach and a reason for leaving their firm. This emphasis on the need for help from both colleagues and supervisors can be linked with the fear of making mistakes and the stress that this produces. It is hardly surprising that working long hours late into the night increases the likelihood of mistakes occurring.



*One of my colleagues accurately described it that it's the only career where there is no job satisfaction because you're running from one job to the next thinking 'God what have I done there? Did I do this right? Thank God that's completed, let's hope nothing happens now!' ... that pressure can be the thing that I think makes people leave the career. Natalie, solicitor, national firm*

During the two year training contract the qualified supervising solicitor is legally responsible for the work of the trainee. However afterwards the newly qualified solicitor is personally responsible for the advice they give. This can be a major source of stress, particularly if they feel they lack the appropriate level of support and supervision.

*It was a time of quite a lot of stress because I felt as though I was doing a job that I wasn't really qualified to do and struggling and just waiting for the bomb to go off, which is quite terrifying. Wondering what is going to happen next, what is going to be found to be wrong. I was working with somebody who didn't seem to know either what was right or wrong. Hannah, solicitor, regional firm*

One interesting aspect to explore is how expectations about the level of support they can expect are formed. Legal training is based on the traditional apprenticeship model where the 'master' has a vital role to play in teaching the apprentice both the technical knowledge and forms of behaviour which are expected. The training contract incorporates a specific agreement for the supervising solicitor to guide and support the trainee. However after qualification the position is not as clear cut although it is clear that newly qualified staff still have an expectation that they will receive support and guidance.

Some respondents experienced difficulties in managing their time or asking for help when they should. Jenny seemed to feel she could not expect support and that she was obliged to complete the work she had taken on in her own time.

*I know that if I have taken on too much work, that I can't actually cope with it in a five day week, then that's my fault for not managing my time properly, or prioritising or telling a supervisor no, I shouldn't have took this on, I've got far too much work, so I will sort it out in my own time. Jenny, trainee, national firm*



As a trainee, Jenny should be receiving close supervision but she already feels an obligation to take the responsibility upon herself to complete all the work. Some junior solicitors appear to feel an obligation to appear to be coping when the reality may be very different and they do need support.

*I gave the impression of being OK but actually I was working far too hard and there was nobody in the team that knew what was on my desk, so I was really fire-fighting and thank God nothing terrible happened. ... It had taken a near crisis for anyone to notice how incredibly busy and actually unhappy for a period of time I was because I was just almost drowning. And I know that they actually pretty much knew for a while but chose to ignore it because it was 'well she's coping and if she's really struggling then she'll shout' but because of the type of the person that I was then I wouldn't. Sue, solicitor, national firm*

If an individual is not receiving the necessary support from their manager then it is not surprising that they turn to their colleagues for support. Team working emerged as an important factor and relationships with peers provided an important reference point. Colleagues spend long hours with each other, often socialising together as well, and this can lead to a high level of camaraderie. This contributes to a pervading social ethos which will contribute to the socialisation process and help to reinforce perceptions of obligations to the firm.

*I've had people that work with me go out of their way to help me, that teamwork ethos is very, very strong. There have been times when I've been horrendously busy and the commitment levels that I have had from people who are not part of my team have been extraordinary, other people going out of their way, which is fantastic. Dave, solicitor, national firm*

Dave identifies high levels of OCB from his colleagues which is particularly significant given the pressure individuals are under to maximise their own billable hours. Depending upon the circumstances, help given to colleagues may adversely affect the time they have to spend upon their own cases and may be seen as extra-role behaviour. The motivation for offering this help may vary. It may be enlightened self interest as they recognise that they may need this support themselves in the future or it may result from the strong working relationships which are formed with individuals that one spends a great deal of time with and a desire to help under 'siege' conditions.

A failure to receive sufficient support and supervision was an important cause of breach. Inevitably some solicitors felt dissatisfied with the support they received. For some the lack of support amounted to a breach of their psychological contract and in a number of cases this led to a decision to leave the firm, as Cath and others reported.

*And I guess I felt short done to by my second firm as well just because they didn't invest time in me to teach me and when they did it was always an effort and that kind of thing.* Cath, solicitor, regional firm

Gill decided to leave her firm as a result of the way she was treated while recovering from major surgery.

*I went to hospital for an emergency operation. And when I was recovering I started to try to do some work from home when really to be honest an employee would still have been off sick. And again I was lectured that it was setting a bad example to the staff and that I should be in the office taking calls. And all I was trying to do was to come back on a four day week and do one of those days at home to save the pressure and exhaustion of commuting and I think that was probably a point when I thought I don't need to stay here much longer.* Gill, solicitor, regional firm

For some the lack of support was perceived as being detrimental to the firm's clients and therefore the firm itself. Sam recalls a time when he felt so unsupported that he decided to leave the firm as a result.

*It became dangerous because I was advising on fairly high profile, complex employment matters and not knowing what to do, and not having anybody at all to ask. I didn't know what I was doing and I needed some help. Having seriously sleepless nights, when you are doing everything for the first time, you are going to the tribunals, doing disability discrimination cases for the first ever time, you don't know what you are doing, it's not very good for anybody. That was an intense disappointment because they didn't see the effect it was having on me and they weren't, for some reason, able to appreciate the effect it was having on their client.* Sam, salaried partner, regional firm

This can be seen as evidence of the strong relationships which are formed with some clients as Sam did not want to let his clients, or himself, down by producing poor quality work. It is somewhat contradictory that the knowledge that he was not

meeting legitimate client expectations was sufficient to precipitate an exit from the firm, as this would also end the relationship with the client in many cases.

The need for support was not a feature of the psychological contract which has received much attention in the academic literature and was not anticipated from reading the literature on law firms. It is understandable that supervisors are busy themselves and may not notice that their juniors are struggling but offering appropriate support is vital if staff are to have a positive psychological contract.

### **Unacceptable work life balance**

Even though solicitors expect to work long hours, for some there comes a point where it becomes unacceptable.

*I never expected anything other than to work hard, but I work too hard. I think the job demands that we, not just me but we as a profession, work too hard and that takes its toll. Sam, salaried partner, regional firm*

If solicitors feel that the work life balance has become unreasonable, there are a number of possible courses of action. Some move from the City to provincial firms in order to improve their lifestyle. Others move in-house to either private firms or public sector organisations, as discussed in Chapter 2, as although these jobs do not offer the potential rewards which come with partnership, they do tend to offer an improved work life balance. They may also offer other benefits, such as subsidised child care or longer holidays. One woman made the decision to leave her partnership and set up as a sole practitioner in order to gain more control over her work life balance, but found that it did not work quite as expected.

*It was taking a backwards step and I expected it to be a downshifting step but to my surprise my own practice just took off without any real planning. ... When I set up my own practice I thought that I would have the optimum but when the workload built up quickly because it's your own practice you don't turn work away. You can't have someone else to deal with it and you're scared to turn work away as it might not be there the month after. So in fact I did end up working much, much harder and the balance was always in favour of the work at that stage. Though having said that at least there was a direct relationship between how many hours I worked and the money I earned which hadn't been the case as a partner at the previous practice. Gill, solicitor, regional firm*

However despite building up a successful practice, Gill had subsequently decided to join a firm as a solicitor on a part time basis rather than as a partner. She felt this gave her the optimum balance between workload and reward while her children were young. Due to the expectations held by management about the number of hours fee earners will work, Gill felt that she could not combine full time work with bringing up a family, and this is a concern for many female solicitors

While the need to work long hours may have been anticipated, there seems to be an increasing awareness of the impact that these long hours have upon their day to day lives, particularly if they have children. In terms of the psychological contract, despite the expectation of the need to work long hours, in practice some individuals find this is too disruptive to their life as a whole and decide to leave their firm in order to achieve a better work life balance. This is an interesting finding as it suggests that even when something is expected, the scale of its impact may still be unexpected. Thus it would appear breach can occur where the employer has *delivered* on a promise to provide lots of work whereas breach is normally associated with *reneging* on a promise.

### **Summary**

The discussion so far has looked at a number of aspects of the psychological contract of solicitors and how it may be changing. This chapter started with the expectations that respondents had prior to becoming a solicitor and how their expectations changed as their careers developed in relation to both intrinsic and extrinsic rewards. Employer expectations were reviewed in relation to dealing with clients and billable hours and the impact this had on work life balance. The impact of breach of the psychological contract was also examined in relation to rewards, recognition, support and work life balance, and how dissatisfaction with these factors led in some cases, but not all, to a decision to leave a firm.

It is clear that there were many expectations and obligations felt by individual solicitors but few drew attention to the source of these other than the general culture of the firm. Clearly the setting of target hours in the appraisal process outlines the expectations of the firm in terms of the amount of work required and it seems that

this is then accepted by the individual as an obligation. The technology employed in the time recording systems is then able to reinforce this expectation without the day to day involvement of management. Peer pressure seems an important influence so that someone who is seen to leave their desk before 7pm may be referred to as a ‘part timer’ by colleagues.

The next chapter looks at the issue of promotion to partnership as this emerged from the analysis of the qualitative research data as a very important element of the psychological contract of solicitors. There are inevitably links to issues already discussed, such as work life balance, but given the scale of the preoccupation of many solicitors as to whether they would make partner, this is discussed as a separate theme.

## CHAPTER 8 : QUALITATIVE FINDINGS – PROMOTION TO PARTNER

This chapter reviews the impact of promotion to partnership upon the psychological contract of solicitors and is based on the transcripts of the 34 face to face interviews conducted and their subsequent analysis using NUD\*IST. Illustrative extracts taken from the interviews are included. Solicitors can be expected to take a keen interest in the processes surrounding promotion as their future career progression will depend upon their ability to understand their organisational context and take appropriate action (Kumra and Vinnicombe, 2008).

The desire for partnership is reviewed including the reasons why it may be seen as desirable or not and whether this is changing. There is a consideration of the processes to be followed, and potential reactions to a failure to be promoted. The chapter concludes with a discussion of gender with a particular focus on the difficulties inherent in attracting and retaining ambitious staff who wish to achieve work life balance. The respondents include those who are already partners and two of the interviewees, Steve from the City firm and Alan from the national firm, were members of their firm's partnership appointment committee. They provided their views on both the process and the qualities required to be promoted to partnership from the employer's perspective. This is helpful as it provides information from both parties on a vital element of the psychological contract of solicitors.

### **Desire for partnership**

In Chapter 2 there was a discussion of the reasons for the decreasing likelihood of becoming a partner due to structural changes in law firms and this trend is likely to continue due to the Legal Services Act (2007). It is interesting to note that this external change does not appear to be reflected to any great extent in the expectations of the individual solicitors in this sample.

Employees may regard 'career success' in different ways (Holbeche, 1999). For some, promotion may be very important, but others may stress the importance of having opportunities to work on challenging and stretching assignments. There is an

important role for management in managing the expectations of their staff if they are to attract and retain ambitious people. Some of the partners were clear that one of the challenges facing law firms is to manage the expectations of those entering the profession so that not being made partner does not equal failure in their eyes. This will require a psychological adjustment on the part of the staff, but is also likely to require some rebalancing of the reward structure.

*I think what we have to do is understand and then manage people's expectations so that for those people for whom the pressures and obligations of partnership are too much, or inappropriate, we need to create a sense that you can be a valuable asset to the firm without having to be a partner. I think historically far too much emphasis has been put on partnership and that if you don't make partnership you've failed. I don't think people should view it like that, certainly not any more. I think that must be inevitable because when you realise how many people are now entering the profession there is no way in which all of their expectations could possibly be met. I just think we need to find a way of getting people to feel properly rewarded and content without being a partner because there are going to be an awful lot of lawyers out there who aren't going to achieve partnerships. Steve, equity partner, City firm*

The above quote demonstrates the dynamic nature of the psychological contract as many individuals enter the profession hoping they will make partner and the process of changing their expectations requires careful management if they are not to become demotivated and leave. Faulkner (1973; 1974) discussed the psychological adjustments that the musicians and sportsmen he researched needed to make if they were to see the advantages of *not* being promoted. There is less pressure and less insecurity in not being a partner and satisfaction can come from the intellectual stimulation and the regard of clients and colleagues rather than the status in the firm.

There is no doubt that for some solicitors becoming partner is vitally important and they are prepared to do whatever it takes to gain partnership. It is notable that Sean is a trainee without dependents who is currently prepared to sacrifice his personal life to achieve partnership. There is an element of collusion with his employers involved here; Sean is not being coerced into working long hours but is doing so willingly.

*I think now is the time to put in the ground work. I'm still relatively young and can work late nights and do silly hours. I'm completely flexible in terms of my family arrangements etc. Sean, trainee, national firm*

Despite Sean recognising that he is expected to work ‘silly’ hours he is still prepared, at this stage in his career, to work all hours to reach his goal of partnership. If this decision is based upon a calculation of perceived costs and benefits, then currently he presumably believes that the financial rewards of partnership represent a good return on his investment of time in the early stages of his career. However if it becomes apparent as his career progresses that he is unlikely to reach his goal then this may well lead to resentment as in his eyes he has kept his side of the bargain and the firm should reciprocate.

Nick perceives *others* as being prepared to work very hard in order to achieve promotion, although he personally has made the decision to leave the law as he has become disillusioned with the rewards offered in return for the effort required.

*The people that stay are the ones that think, ‘Yeah I’ll keep my nose to the grindstone and I’m going to get there, I’m just waiting for my turn.’* Nick, salaried partner, regional firm

Nick’s view of his colleagues as “drones”, prepared to do everything requested by the partners, seems to have resulted from his dissatisfaction with his own chances of being promoted to equity partner. In order to be promoted he said he would need to bill at least £1 million a year in fees and he feels this is impossible given the nature of his area of practice and his regional clients.

### **Changing expectations of making partner**

Being made partner has been likened to gaining the Holy Grail. There is still widespread acceptance of this as a career goal, despite the decreasing likelihood of it happening for most individuals

*It has always been the case that you have not achieved the Holy Grail unless you have become a partner. People still regard becoming a partner as being the ultimate.* Angela, salaried partner, part time, regional firm

There is a time lag between the changes which are occurring in the profession and the more general realisation amongst the general public and aspiring solicitors that the situation has changed. The evidence discussed in Chapter 2 indicated that the



proportion of solicitors who are promoted to partner has decreased steadily over the last 10 years (The Law Society, 2006) due to structural changes in the profession. Twenty years ago the expectations of becoming a partner were high, as this comment from Patrick who qualified in 1982 indicates:

*I hadn't thought about a time period, but I expected to be a partner. From the moment I joined the firm I expected to be a partner, it never occurred to me that I wouldn't.* Patrick, equity partner, City firm

This expectation was probably well founded at the time as the proportion of solicitors who were promoted was much higher than at present. As Patrick noted, as long as you 'kept your nose clean', worked hard and did what was expected of you then for those who wanted it, promotion to partner was almost a given.

Many entrants to the profession still harbour the hope that that they personally can make partner, even though the evidence would suggest the contrary. Some respondents expressed the view that solicitors entering the profession in the future will have different opinions about the desirability of partnership. It is perhaps surprising that this realisation has not occurred before now given the trends have been clear for a number of years.

*This obsession with partnership will not last. We need to manage people's careers in a much more holistic way. I think the new generation are not going to be interested in fighting for partnership - why would I want to work the hours he works?* Cliff, equity partner, national firm

Cliff observes that new entrants are not going to want to work the hours he works, which begs the question – why does *he* work those hours? There seems little doubt that working long hours becomes a habit and that the result is that both he and his family will have arranged their lives so that working fewer hours will feel strange. He is unlikely to have had the time to cultivate the hobbies and relationships that would keep him fully occupied if he were to work fewer hours so in many ways it is easier to continue with the familiar way of operating.

Law firms can take a number of actions to achieve the result of modifying the expectations of new entrants. These would include placing less emphasis upon the possibilities of promotion during the recruitment stage and using other HR techniques such as performance appraisal to reinforce the message. However there are commercial reasons why firms may be reluctant to do this. They wish to recruit the best and brightest and negative messages about the possibilities of promotion may dissuade those from joining a firm with a pessimistic message in favour of a rival firm who is prepared to be more optimistic about the possibilities.

A decreasing likelihood of making partner may have a particular impact upon women. In addition to the calculation that the chances of being promoted are small, there is also the realisation that if they were to be promoted, the time commitment required makes it very difficult to combine the role with having children. These twin realisations contribute to the high numbers of female solicitors in their 30s who leave the profession. In 1990 research showed that 56 per cent of women who had entered the profession in 1977 had left within a decade (McLeod-Roberts, 2007).

There is a perception that women have to adopt a masculine style of working if they are to be seen as contenders for partnership. Sommerlad suggests that all women are affected by the “equation of commitment with open-ended availability” (Sommerlad 2002:218). In addition to the decreasing likelihood of promotion, there is an increasing recognition that the stresses associated with partnership mean that the role is not as attractive as it once might have been.

*There are more people who think ‘Well, I can see what partnership means; it means a load of stress and a load of hassle and I don’t want that thank you very much, I am happy to remain a solicitor, I get enough job satisfaction from that.’*  
Angela, salaried partner, part time, regional firm

Angela is a salaried partner and has fought to achieve this position, but she perceives *others* as thinking the struggle is not worthwhile.

All respondents who were not yet partner were asked if they had aspirations for partnership. The following comment by Katy suggests some ambivalence in her views as there is a level of optimism tempered with a degree of realism.

*The pessimist in me might say that it's never going to happen because it seems unachievable. It seems there are so few positions in equity partner that we have to be not only exceptional and a certain bit of luck is involved. ... I try to stay positive about it and I think it's not something I would admit that I thought that I could get to people at work because they would (1) think I was arrogant and (2) they would think I was mad!*

*\*Mad for wanting it or thinking you could get it?*

*Mad for thinking I could get it. Katy, solicitor, national firm*

Katy obviously does still have personal hopes of achieving partnership even if she feels she has to be careful how she talks about her aspirations with colleagues. It is interesting that Katy feels the need to disguise her aspiration when talking to colleagues. Other respondents, while not actually wanting promotion, did not feel they can admit this to colleagues as this would perhaps affect their perceived commitment to the firm and therefore possibly the sort of work they were given.

### **Process for promotion**

Law firms have become more sophisticated in their HR policies and practices and this is clearly evident in the HR processes used in relation to promotion. There is no doubt that the process of achieving partnership is becoming more difficult and prolonged. This is entirely predictable given the importance to the firm of making the right decisions that will ensure future financial success.

*To become a partner in this firm is absolutely impossible. There are so many hoops to jump through and so many forms to fill out, so many interviews and assessment days now. Jane, trainee, national firm*

In addition to being a 'good' lawyer there is a need to be 'seen' to be a good lawyer and this requires careful self-promotion. A number of respondents disliked the politics involved in being considered for promotion and clearly had not expected that this would play such a large part. This chimes with the findings of Kumra and Vinnicombe (Kumra and Vinnicombe, 2008) that individuals had to take control of the career management process if they were to achieve their aspirations.

*In the sense that you have to manoeuvre yourself in a certain way in order to proceed whereas I suppose I had the naïve view that if you work hard and you're*

*good at your job that's it and that's the way that I feel that it should be. Pete, solicitor, national firm*

Pete's comment represents a point of view more normally associated with females in that it is associated with a more passive approach. Men are traditionally associated with a more aggressive approach to their career development and a willingness to promote their own abilities to senior management. Brian takes a rather different approach when dealing with his senior managers.

*I'm very bad at sucking up to people, I won't do it and if I don't like people and I genuinely don't like my line managers here and they know it, I make it very clear. I won't talk to them and I won't socialise with them, I won't give them the time of day. Brian, solicitor, national firm*

Some respondents were aware of the need to have a strategy or 'game plan' if they were to be successful in their career aspirations. Sean's comments below indicate that his choice of department would be dictated by his perceived chances of promotion rather than a level of interest in a particular type of law. This seems to indicate a 'promotion at all costs' approach at the present stage of his career, although of course this may change as he gains further experience.

*I kind of didn't realise how much strategy is involved in the career path that you take. And a lot depends on the department that I qualify into. I think if it's saturated with partners and associates at the time then it's unlikely that you're going to be able to make that as quickly whereas certain other ones have not so many and from that point of view personally I think it would be easier if you went into those departments to make an impact. Sean, trainee, national firm*

Sean is very focused upon making partner and it is clear that many of his decisions are being made on the basis of this goal. If he fails to make partner in the time scale he has in mind this will clearly have a major effect upon his psychological contract. As discussed in Chapter 4, this poses a challenge for the firm in motivating the staff to achieve the top level positions "while at the same time sustaining the involvement of subordinates to whom access has been denied" (Faulkner, 1974:134). Firms run the risk of resentment and disengagement among their staff and need to find a way of motivating their staff if denied promotion. One approach is to focus more attention

on the financial and other economic aspects, thereby redefining the relationship as transactional rather than relational.

Achieving a higher profile can require a great deal of effort in a firm which is full of talented and hard working individuals. Ensuring that senior staff are aware of the contribution being made requires both hard work and creativity.

*Not only do you have to be a good lawyer but you have to be a self publicist which can be exhausting because you're always thinking of the next thing that you can show that you're doing for the firm. Pete, solicitor, national firm*

Individuals make great efforts in order to be considered for promotion and many are preoccupied by the actions they can take to demonstrate that they have the 'right stuff' to be made partner. In this sense virtually all behaviour can be viewed as in-role as it is seen as part of the job which makes it very difficult to be noticed by performing extra-role behaviours. This level of psychological engagement with the firm will tend to produce committed employees and will form a very important part of their psychological contract. However it is also likely to produce employees who are constantly monitoring their position and are seeking signs and signals about the progress they are perceived to be making. For this reason they will be observing closely how others are being treated and will be watchful for any statements made to them that they could interpret as an indication about their chances of being promoted.

### **Decision to promote**

Traditionally law firms operated a policy of 'up or out'. An 'up to partner' or 'out of the firm' promotion track was seen as an important mechanism to guarantee the high quality of long term employees (Brealey and Franks, 2005). There are fewer firms who operate up or out these days and therefore there is a need for different promotion policies.

*(Up or out) has completely changed now, they want as many people who are happy to do the grunt work and be paid well but not progress to partnership. Nick, salaried partner, regional firm*

Some solicitors may be willing to accept a lower level of reward now in the expectation that they will receive higher rewards in the future. Nick notes that staff who were not expecting the deferred rewards that come with partnership would want to be paid well now, and in line with their financial contribution to the firm. Firms need to retain high quality staff in order to provide the best service to clients. The two main ways of retaining ambitious staff are either to pay them large sums of money or to offer them partnership to enable them to receive a share of the profits as otherwise they are likely to leave and join competitor firms, possibly taking some clients with them. In some cases it may be cheaper to promote people to partner rather than give them a salary increase.

*If you want to expand you have to take on more people and if you want good people they are ambitious. Of course you do want good people because you want them to do a good service for clients, and what's more you want them to go out and help you win more clients. The difficulty is that if you want to keep them, ultimately you can keep them happy for a year, two years, three years, but ultimately if you want to keep them long term then you either have to pay them a ridiculous amount of money to stay assistant solicitors or you offer them a partnership.* Stuart, equity partner, regional firm

The decision about whom to admit to equity partnership is of critical importance to both the firm and the individuals within it. Steve is a member of his firm's partner appointment panel which is responsible for making decisions about who should be promoted to partnership. He outlines from the employer's perspective the qualities needed to be considered for promotion.

*The primary attributes will be technical competence, a willingness and understanding of the need to create their own practice or at least to develop their own clients and a commitment to the firm, its values and ethos.* Steve, equity partner, City firm

These are in line with those identified by Kumra and Vinnicombe (2008:s70) who noted that certain 'types' were evident in senior ranks – individuals with “gravitas, good technical expertise and skills, those who were overtly ambitious, good team players and who worked well with clients”. The perception of junior employees is that the standards to be achieved in order to be considered for promotion are very high. All promotions made will be closely observed by other employees in an

attempt to discern the rules of the game and whether they might be changing. If the perception is that someone has been promoted for working long hours, then other staff are likely to choose to work long hours. If bringing in new clients has been seen to be a critical factor, it is likely that other aspiring partners will spend more time on cultivating client relationships. It is important for both the partners and the employees that the observers can discern a rationale for the decisions. The partners will use the promotion decisions to encourage certain types of behaviour. The employees need to feel that the decisions made are fair if they are to have a positive psychological contract. However in Katy's view you have to excel in every aspect to have a chance at promotion.

*I just think you have to be brilliant at everything, a brilliant lawyer, you have to be brilliant with people, you have to have really good relationships with your colleagues, a bit of a mover and shaker - it seems that you need to be a bit of a politician, you need to be a very good self publicist, a good salesperson. ... The list goes on and on. Katy, solicitor, national firm*

The process to be followed in order to be considered for promotion places a focus on the business case as Alan, a member of his firm's partnership committee, made clear. He placed a strong emphasis upon the strategic nature of promotion decisions and whether a promotion would add value to the firm. As an equity partner himself, his future income is dependent on the abilities of those admitted to the partnership.

*So I think the process is a bit skewed in that sense but it's designed to test out people's abilities and their appetite and their commitment and whether they've actually got a business case behind it. It's not just giving some people a role for being good. Is there a financial imperative for it and do these people have the skills that complement the rest of the team. Alan, equity partner, national firm*

Alan's reference to the 'appetite' of the individual is interesting as it implies a real hunger for partnership that provides the level of motivation required to achieve it. The emphasis upon commitment is important and it raises the question as to how an individual can demonstrate that commitment. 'Open-ended availability' (Sommerlad, 2002) would seem to form a large part of this demonstration.



### **Relationships with clients**

One of the important attributes in being considered for promotion is the ability to attract clients. Solicitors with such abilities are referred to as ‘finders’ in Mayson’s (1997) terminology, or ‘rainmakers’ in American firms. The ability to grow the business by acquiring new clients is a vital part of becoming an equity partner.

*The main thing is that you’ve got to demonstrate that you have people below you that are doing all of the work, that you’re going out and getting the work. Mandy, salaried partner, national firm*

In the previous chapter Mandy outlined the commitment she felt to her clients and it was clear that she had formed strong relationships with them. Clients want to be able to trust their solicitor and have confidence in their advice (Maister et al., 2000) and this requires an investment by both parties to the relationship. Of course clients want solicitors to have the appropriate technical knowledge but the human capital of solicitors also rests upon their social and emotional capital (Landen, 2002). The process of ‘wooing’ a client entails generating confidence in the solicitor’s abilities, but also involves developing a relationship where each party depends upon the other to some extent. This supports Marks’ multi-foci conceptualisation of the psychological contract (Marks, 2001).

Solicitors use the term ‘develop their own practice’ to describe the ability to bring clients to the firm and this talent will increase their employability either with the current firm or with a rival firm. A listing in the annual *Chambers Directory* or the *Legal 500 Legal Experts Directory* as an expert in their chosen field clearly helps to attract clients.

*I got recognised in Chambers this year as a leading individual, ... that relaxed me about my career concerns because it brought the realisation that I’m now being recognised by clients and the financial communities, so in terms of long term security if things don’t work out here for whatever reason then I do have other options. Dave, solicitor, national firm*

Dave recognises that his job security lies with his ability to cultivate his clients rather than depending upon his employer for this. In this sense continued employment rests upon the client as much as the employer. When solicitors move



firms, in many cases a number of clients will follow them. There is a transactional relationship with the client in terms of a fee paid for work done but a relational contract may also develop over time based on mutual trust and respect.

### **Intrinsic and extrinsic rewards of partnership**

Promotion to partnership typically leads to an increase in pay, for some by a factor of ten over time, however there are also changes in the nature of the work which are attractive to some. The focus of activities changes and there is an opportunity to influence the direction of the firm and have more control.

*It was the ability to shape leadership, it wasn't the status ... you try and have an influence over how that department or business grows, you can only do that ... as a partner. ... The element of leadership, management of the team, strategy and business development, winning clients and so on and there's much greater expectation of that as an equity partner and what is encompassed by the role.*  
Alan, equity partner, national firm

Alan specifically states that he was not attracted by the status of the role but this may involve an element of self-deception. He identifies the intrinsic rewards of becoming a partner in terms of making a strategic contribution to his firm. Although aspirants to equity partnership may be attracted by the perceived ability to influence the direction of the business, in fact this may not be the reality in larger firms. Increasingly commercial firms appoint executive boards to make decisions on behalf of the partnership as a whole, thus removing some of the power and control traditionally associated with equity partners.

*I think people in my position looking at moving up to a partner step begin to see less attraction in that because in the past moving up to that step involved a level of involvement in running the business but now you've got the executive then the equity partners and then the partners so really moving up to that step doesn't mean anything at all.* Sue, solicitor, national firm

If Sue's perception is correct, then the intrinsic rewards traditionally associated with partnership may be declining. If that is the case, then the extrinsic rewards are likely to achieve more importance.

Becoming a partner and developing their own practice gives solicitors more autonomy and can provide more opportunities to determine how they spend their time.

*In order to do the things I wanted to do and avoid the things I didn't want to do I had to control my own destiny which was to develop a business and grow that way and Firm N gave me those opportunities. Alan, equity partner, national firm*

Alan's comments recall the image of a professional as an independent contractor who has an individual relationship with his clients but chooses to join other solicitors in order to "share overheads and a dining room" (Dawson 1994:9).

All of the participants in the interviews worked for commercial firms where doing corporate 'deals' is an important part of the job. The size and value of these deals is an important yardstick to measure their 'success' as a lawyer and working on high profile deals is vital in the quest for promotion.

*I felt it was very important to be working for a firm who was at the top of the tree, so you felt that you were getting exposure to the best clients, best work, that you were working on higher profile deals and getting nearer to City work without working in London. ... The quality of work to me is really important, being able to work for major banks, major corporates is really important. Dave, solicitor, national firm*

Dave's comments highlight the hierarchy of law firms with City firms at the top. The largest clients doing the largest deals typically want the largest law firms working on their behalf. Dave works for a national firm which also has an office in the City and he feels this provides him with the greatest opportunities without actually working for a City firm which he feels would adversely affect his lifestyle and work life balance.

The level of partner remuneration is a key issue for law firms and deciding how to share profits between the partners can be a difficult area. There are problems with the traditional system of profit sharing known as 'lockstep' based on the seniority of partners. Lockstep means a percentage of the profits are awarded each year and this

percentage rises over time. A number of firms have moved to a scheme which is performance related in an attempt to remove some of the disadvantages of lockstep.

*Lockstep is not just that you get a certain percentage, it is also purely stick around long enough and you get more. So the problem is that lockstep gives junior partners a smaller percentage, you gradually clock up at various speeds until you get to full share, and therefore that rewards the people who are hanging around the longest, not the people who are taking the business forward. Hazel, equity partner, part time, regional firm*

One system of performance related pay for partners provides ‘points’ for various activities, of which fee earning is only a part. In some cases where this has been introduced it has led to dissatisfaction with older partners. In the past they brought in a significant part of the firm’s income but now find that this appears not to be valued to the same extent. Younger partners, such as Hazel, are looking more to the future and wish to see an ability to grow the business in the future rewarded more than past contributions.

Although there is a possibility of great rewards as an equity partner, there is a potential downside due to the financial liabilities to which partners are exposed. The partners of a firm are personally liable for the debts of a firm unless the firm is structured as a Limited Liability Partnership (LLP). Even in this case all the resources of the firm are still at risk, although the partners’ personal resources are protected.

*My then Senior Partner was very careful to take every new equity partner to one side and explain that there were downsides, that there was a financial commitment, if the firm went belly-up then you were exposed, and it is something that everyone is conscious of. Patrick, equity partner, City firm*

Individuals who are invited to join the equity are required to contribute a sum of money to the equity. This sum varies between firms but can be several thousand pounds. This money contributes to the working capital of the firm but also provides a further incentive to the individuals as their personal money is at risk. A fear that a firm is in financial difficulties has prompted some respondents to move firms to become more financially secure. Alan decided to leave a firm where he was an

equity partner and become a salaried partner at another firm in order to protect his financial interests.

*It was significant I wasn't exposed to risk and I was with a business that was financially viable. Alan, equity partner, national firm*

In any company the threat of redundancy may prompt a re-evaluation of the psychological contract as this is a clear breach even if circumstances beyond the control of the firm made it impossible for it to keep its promise, a type of breach which Rousseau (1995) termed disruption. Equity partners are both owners and managers of the firm and if the firm goes under then they lose their financial stake as well as their job.

### **Explicit and implicit promises**

The discussion in Chapter 3 looked at the definitions of the psychological contract and discussed the Conway and Briner definition of “an employee’s subjective understanding of promissory based reciprocal exchanges” (Conway and Briner, 2005:35). This research was therefore alert to any reference to promises by the respondents although in reality there were very few. Explicit promises such as ‘you will get partnership’ are rare in the transcripts perhaps because, as one respondent noted, ‘lawyers don’t make promises’. The following quote explicitly states that a promise could *not* be made, but it is understandable that Jan would take heart from her manager’s words. This quote highlights the difficulty in attaching the label ‘implicit promise’ to a statement which was clearly not intended by the equity partner to be seen as an (explicit) promise at all, although it seems to have been received as an (implicit) promise.

*It was made quite clear that I couldn't be promised partnership but that certainly that's what [equity partner] wanted for me and he would support me in that. Jan, solicitor, City firm*

The above quote demonstrates the difficulty associated with basing the psychological contract on *promises* rather than *expectations*. The differences between promises, hopes and expectations and their role in the formation of the psychological contract

have important conceptual implications. Research on the psychological contract will not achieve wider currency if there is confusion about what influences the contract as this inevitably leads to confusion as to what should be measured.

It is clear that Jan *hopes* that she will be made partner. It is probably going too far to say that she expects to be made partner. She has been told that her partner will support her in this, although a later quote from Sandra shows that in her case her partner said he would support her but she was later told that he had voted against her when the decision was taken. The statement of support could then be seen more cynically as a ploy to encourage commitment. If a solicitor is told explicitly that they will not get partnership this is likely to prompt a re-evaluation of their contribution and may prompt an exit from the firm. If the individual is working hard and doing a good job, it is in the interests of the partner to keep them in “anticipation of promotion” (Faulkner, 1974:140) for as long as possible.

Rachel, a solicitor in the same firm as Jan, said the partner managing her team talked to her about being on ‘the treadmill to partnership’ which could also be seen as an implicit promise and would understandably raise her expectations. There is a conceptual difference however between raised expectations and Rachel believing that a promise has been made. This distinction is not made clearly in the relevant literature (Conway and Briner, 2005) and casts doubt on the conceptual value of an implicit promise. It was clear during the interview that she knew that the partner saying that to her did not intend the statement to be regarded as a promise and in fact, having interviewed him as well, it was apparent that he would have been surprised if she were to regard it as such.

Some individuals were given clearer signals as part of the performance appraisal process, but as Katy acknowledges, these may have limited value without a timescale being indicated. The wording used to Katy in the quote below “we have no doubt in our minds that you will get partnership” may perhaps be viewed at best as a qualified promise. The word promise has specific meanings in legal circles. A statement about future performance acknowledges that while it may have been true at the time that the promise was made, subsequent events can mean that the promise can no longer be delivered. Promises are governed by either strict or fault liability: strict liability

provides a guarantee of performance while fault liability merely promises to use the promissor's best endeavours. In any event a promise is not a contractual promise unless consideration is provided. In other words, unless the promise has been paid for then it is not contractual in nature.

Promises may be understood in different ways by solicitors compared with other employees. Unless a promise has been written in to a contract of employment then it is probably not contractual in nature as it would be unusual for any money to be paid in return for the promise. If it is not contractual, then the difference between strict and fault liability does not apply. However even if a promise could be considered to be morally if not legally binding, then at best it would be based on fault liability where as long as the person delivering the promise used their best efforts to achieve the outcome then they have delivered on their side of the bargain.

Performance appraisal provides an important occasion where expectations can be shaped and where it may be perceived that promises have been delivered, as Katy observed.

*Yes, I actually don't understand what's going on because at the appraisal I was told that there was nothing to worry about, you will get partnership. I think their words were 'we have no doubt in our minds that you will get partnership' but I just feel like a little kid saying 'yes, but when!' Katy, solicitor, national firm*

Lawyers' facility with words is clear in the use of the phrase 'we have no doubt in our minds'. If the respondent who noted 'lawyers don't make promises' was correct, then this phrase was carefully constructed to ensure that no promise was given yet Katy was left with a clear expectation that she would achieve partnership one day, although there was no indication of how long she may have to wait.

The issue of timescale was also important to Nick who felt that the goal posts were moved after a promise had been made. This will always be a potential problem with promises which refer to action in the future as changing circumstances may lead to the promise being broken.

*Firm E was generally very good, it was just that towards the end I had been promised partnership and then I was told I was going to have to wait another*

*year. Firm E had decided that my performance didn't warrant partnership and therefore they were going to put it off. ... When I was told that I was going to be put forward for partnership I fitted the criteria and when the time came I didn't fit the criteria because the criteria had changed in that 12 month period.* Nick, salaried partner, regional firm

Nick experienced this as a breach of his psychological contract and decided to leave Firm E for his current firm as a result. The four types of contract breach identified by Rousseau (1995) were discussed in Chapter 3. Nick experienced the failure to make partner as *reneging* although his employers may have perceived it as *disruption* due to changing business circumstances. In that sense it does not matter how his employer perceived the situation as Nick's decision to leave was prompted by his own perception. An individual's behaviour is governed by their individual psychological contract and in that sense the employer's psychological contract is irrelevant.

Sandra reported feeling very let down when she was asked to take on a particular project if she had partnership aspirations. She worked hard on the project for sixteen months only to be told that there was not going to be a job as a partner in the area she had moved to, despite what she had been told previously. She was then told to move back to the area she had originally moved from if she still had partnership aspirations. This can be seen as an example of reneging on a promise, where the employer is perceived to have deliberately broken a promise.

*...but then it was said that I taken time out of my career in progression to partnership. It felt, you know, like a kick in the teeth.* Sandra, solicitor, national firm

Not only did her firm change their mind about her being given partnership, they also said that she had damaged her career progression by agreeing to work on the new project at their request. This behaviour strikes at the heart of the employment relationship as it indicates that in this case the contract was not based on mutual trust and confidence. Sandra decided to leave her firm shortly after this incident when she had been put forward for partnership in her original area but then failed to get it. After she had submitted her notice she was told that:

*The partner who I worked with and said that he would put me forward for partnership actually voted against me at the partnership meeting. Sandra, solicitor, national firm*

As discussed above in relation to Katy, the statement of support could have been designed to encourage commitment. This provided a second clear breach of trust, although in fact Sandra had already decided to leave based on the first breach.

The HR department has an important role to play in delivering signals to the employee about how they are perceived and the reward strategy plays a key role in this. The level of pay offered to solicitors may be seen as a signal from the firm about the progress the individual is making. Patrick's firm does not have a formal up or out policy but they do have a 'remuneration plateau' where the employees do not receive an increase beyond the element for cost of living. Once individuals have been passed over for a pay rise they are unlikely to stay at the firm much longer as it has been made very clear to them that their prospects of promotion are slim.

*So if somebody is not going to be promoted to partner then by and large they will not then get salary rises other than cost of living rises, which is a very small percentage obviously. Patrick, equity partner, City firm*

### **Reaction to failure to be promoted**

The process of career management can have a great impact upon whether organisations can meet corporate goals and individuals can meet personal goals (Atkinson, 2002). Law firms need to be able to find a way to negotiate careers with their employees if they are to survive in the future (Herriot, 1992). The firm needs to be able to manage the expectations of their staff appropriately and this is likely to be particularly important for those who will not achieve partnership. For these staff the focus will be on ensuring they experience job satisfaction and a feeling that they are being fairly rewarded for their contribution.

Careful analysis of the findings suggested it is possible to construct a typology based on solicitors' satisfaction with their psychological contract and the possibility of promotion. The outlines of such a typology are presented below and it is further developed in the next chapter. The respondents can be allocated to one of four



positions in the typology based upon these two factors. A solicitor may move between the four positions in the typology as either the level of satisfaction with the psychological contract changes or the perceived possibility of promotion changes. These changes in perception could be prompted by life events, such as a decision to start a family or by a reaction to their treatment by the firm. The positions are labelled *Seekers*, *Achievers*, *Stayers* and *Leavers*, as outlined in Chapter 5.

- *Seekers* include those who have expectations of promotion to partnership in the future but may not experience high work satisfaction
- *Achievers* include those who experience high work satisfaction and have been promoted to equity partner.
- *Stayers* include those who are satisfied with their work despite the lack of promotion opportunities
- *Leavers* include those who do not believe they will be promoted and who do not experience work satisfaction

Although it is expected by both parties that a very high level of commitment is required, if an individual is consistently doing more than they feel could reasonably be expected, and the employer does not reciprocate within a reasonable time frame, this may be perceived as a breach of the psychological contract. It is in the interests of the employer to obtain greater discretionary effort, but the employee wants to feel that their effort is reciprocated. Pete is a Seeker who feels that he has over-delivered in terms of his side of the contract but this has not been reciprocated by his employer and he feels disappointment as a result.

*It sounds like sour grapes but to me I've done everything I can possibly do and to me I haven't done what I should be doing in the normal course of my job, I've done more, I've gone that extra mile.* Pete, solicitor, national firm

Pete feels that as a knowledge worker he has invested his skills in the firm and he wants to see some return for his contribution (Davenport, 1999). However this perception of a lack of recognition has not led Pete to consider leaving the firm as partnership is 'absolutely' in his sights. He does not seem to have defined the failure by his employer to reciprocate as a breach, at least for the moment.

It can be hard for ambitious people who have spent their lives so far striving to achieve success to reconcile themselves to career stagnation in years to come. The issue of being overtaken by their peers can be important in status terms and a desire to avoid feelings of failure if they are not promoted may provide a powerful motivating force.

*If I find myself being leap-frogged by other people how is that going to make me feel? Sue, solicitor, national firm*

Jenny is a trainee who hopes to start a family, but she also seems to see promotion as a way of marking progress against peers.

*And then, obviously, I'm female, so I'd quite like to have a family. Partnership is not massively important to me. I do want to get up the ladder, to an associate level. I don't want to be someone who just doesn't get anywhere. Jenny, trainee, national firm*

It is possible that peer pressure is providing more of an incentive than the expectations of the employer in encouraging high levels of commitment. This may provide further evidence of the multi-foci conceptualisation of the psychological contract (Marks, 2001) in that relationships are formed with colleagues as well as clients and the firm.

Respondents who were not currently partners were asked what they would do in the future if they did not get partnership. Jan's quote below indicates that she is currently a Seeker, but could become a Leaver if her hopes of partnership are not achieved relatively soon. She was having to consider whether she was either personally or organisationally plateaued (Gunz, 1989) and if she was to reach that conclusion then she would decide to leave.

*I would become very demotivated and I would start thinking about whether it was worth the sacrifices at home and I would consider giving it all up and perhaps working locally or doing something completely different. Jan, solicitor, City firm*

Solicitors will know, based on their observations of the experiences of their colleagues, how long it generally takes to be promoted to partner. If they reach this

milestone in terms of the number of years they have been qualified and there is still no firm indication of when partnership may be forthcoming then they may need to make a decision. Associates have to decide whether they would be prepared to leave their current job if they feel they are unlikely to be promoted. An alternative approach is to reappraise their career strategy and focus on other elements such as work life balance or the quality of the work as compensation for the reduced financial rewards.

*I think I am coming round to the point where I am confident in my position. I like working here, I've made some really great friends and I don't want to leave but on the other hand I'm not prepared to be taken for granted, so we'll have to wait and see what they say about partnership. Katy, solicitor, national firm*

Katy is currently a Seeker, but shows some ambivalence in that she enjoys her job and her relationships with colleagues so may become a Stayer, but she is also not prepared to be taken for granted so she could become a Leaver. The delay in being promoted to partner compared to their expectations led some to consider what alternative jobs might present themselves. This could involve moving to a similar firm with better promotion opportunities, moving in-house and working as a solicitor for a public or private sector firm, becoming an academic, or leaving the law altogether.

*I think if I don't get it before next year or if I get put forward and then get turned down, then I'll be taking a very long hard look as to why that is. Is this the right firm for me? If that happened then I have to respond to that and the only response to that is to leave. Dave, solicitor, national firm*

Dave feels that he would leave for a similar firm if his expectations are not delivered and he has set himself a timescale in which he expects this to happen. Others choose to respond in a different way as over time there may be an acceptance that they are unlikely to make partner. This can lead to an appreciation of what they have achieved during the course of their career rather than focusing on what they have not and lead to a corresponding adjustment in their career objectives.

*Now you do wrestle and get angry with that for a few years, or I did, but I'm much more contented now with my lot and much more focused on the fact that I'm*

*getting paid very well for doing work that I enjoy and I'm probably under a little less pressure than these equity people and I don't need that sort of money. I'm not really money driven. I'm amply paid for what I'm doing and I've come to terms with that and I have no ambitions to leave Firm R just in order to secure that kind of status.* Geoff, salaried partner, regional firm

Geoff is a Stayer who has rationalised his view point so that he wonders about the sanity of those who are driven to achieve very high earnings. His comments are reminiscent of the musicians and sportsmen discussed by Faulkner (1974) as they come to terms with the fact that they are probably not going to achieve promotion to the level they had originally hoped for. Geoff says he cannot understand the desire of some colleagues to become a partner, feeling that only the 'obsessive' will be able to achieve it. His comments cast an interesting light upon the personalities of those who are strongly motivated by a desire for promotion as in Geoff's view they are 'flawed' individuals.

*I do think you need to be a deeply flawed person. ... If you're this level-headed competent normal person you're not going to make it, if you're what I call normal. You need to be obsessive and driven.* Geoff, salaried partner, regional firm

He also questions the desire to earn high sums. His views are striking because many of the respondents do not question the desire to earn such large amounts of money, regarding it as self-evidently a 'good thing'.

*And the other thing that is hard for many people to get their heads round is why anyone should really want £300-400,000 a year. That may sound silly but the driver of this business like other businesses is completely driven by shareholder return, by which I mean equity partner return. It's crazy really but obviously there are people that are driven by that desire to have that kind of money.* Geoff, salaried partner, regional firm

One view expressed was that employment in a large firm can provide job satisfaction even if the individual is not promoted to partner. This group can be described as Stayers as rationally they know they are unlikely to achieve promotion in their current firm but they receive sufficient job satisfaction and other rewards to make them stay, at least for a time.

*I find that quite a few people don't really want to be partners ... and they have a sort of slight regret at not having the label but quite a few of them are earning as much as partners in smaller firms would. They get better quality work, they're not exposed to the loss of clients which can really knacker the finances of smaller firms. They've got a fair degree of financial security and they've got good quality colleagues around them and these seem to be the things that motivate most people.* Alan, equity partner, national firm

This reaction was echoed by Nick, also a salaried partner, who was offered a job paying £350,000, several times what he was currently earning, but he turned it down.

*The guy on the end of the phone couldn't believe it. I said 'When do I see my family? Christmas Day afternoon?' ... He couldn't believe it, but his motivation was different to my motivation.* Nick, salaried partner, regional firm

Nick's reaction to the job offer highlights the variation between individuals due to their personal characteristics and individual goals and this influences their psychological contract and what they expect from their career. It may also be indicative of a changing profession where a desire for work life balance may increasingly take precedence over a desire for high financial rewards.

The key measure used by the legal press for measuring the success of law firms is profit per equity partner (PEP) and this drives the salary structures of the large firms in order to be able to attract the best and the brightest of staff. The drive to achieve a high PEP can lead to the decision to terminate or 'de-equitise' some equity partners.

*And the success of this business will rise and fall on the basis of what our equity partner return is and then decisions get made that the only way which you can achieve a higher one is to slice another 10 or 15 off the partners.* Geoff, salaried partner, regional firm

As a result of this strategy by law firms, some equity partners may feel a level of insecurity that would be surprising to some. A number of firms are seeking to remove equity partners as they enter their 50s in order to improve the PEP.

*Increasingly, firms are seeking to 'squeeze the equity' by reducing the number of equity partners to maintain profitability. I've a friend in one particular national firm who has recently left having been threatened with de-equitisation simply*

*because they have too many equity partners. If you cut 10% of your equity partners out, suddenly your profit per equity partner begins to look better, but who is it kidding?* Steve, equity partner, City firm

Some firms appoint equity partners who they no longer wish to share the equity to positions as consultants or counsel, ‘grey hair’ positions as they are sometimes called in American firms. This provides a way for law firms to use their former partners to maintain relationships with clients, but other firms are more ruthless and sever connections completely.

### **Impact of gender upon promotion**

The issue of gender emerged as an important feature in relation to promotion to partnership, and in particular the ability to combine partnership with having children. Both genders raised this as an issue, but in practice women were more likely to say that they were not seeking promotion to partner as they wanted to have a family and they did not feel it was possible to combine the two. Sommerlad (2002:215) noted that by now gender should have “ceased to be relevant for career development” but in practice there seems to be indirect discrimination against those who have caring responsibilities, or indeed those whom it is feared may acquire these responsibilities (Webley and Duff, 2007).

*It’s still a male dominated profession. .... You have to fight really hard to get where you want to be in the legal world, I think.* Angela, salaried partner, part time, regional firm

Some women felt the need to show more commitment if you are female in order to combat the perception that they were likely to leave to have children.

*I think perhaps there is an element of having to show more single mindedness or dedication than you do if you’re a guy.* Rachel, solicitor, City firm

There are some who made the decision at a very early stage that they did not want to have children. Katy has adopted what may be seen as a masculine approach to her career. It was not clear whether this decision was reached due to her career ambitions or whether she did not have any maternal feelings.

*I wanted a career, never wanted children. I knew that I was going to work till I was 60/65. Katy, solicitor, national firm*

Katy's decision is shared by other women who choose not to have children. Rising numbers of people are actively choosing not to have children. The number without children is around 20%, to include those who have chosen to remain childfree, those who have delayed having a child and are experiencing problems, and those who are infertile (Westcott, 2006). Although there is a shift towards later childbearing, statistics show that this increase in childlessness is likely to continue among younger women, particularly those who are pursuing careers.

There seems to be some problems in finding suitable role models for combining a career with children as the culture in some firms suggests that female partners who have children, as Jan noted, 'don't advertise that fact'. It may be known that female partners have children, but if they are working as hard as everyone else the message it may send is 'don't expect to spend much time with your kids'. Those solicitors who do manage to combine a career with parenting find it comes at some personal cost as they may feel an obligation to work as hard as colleagues who do not have children. This can affect both male and female solicitors.

*We've got several partners in the office who are women and have children and are very successful lawyers as well. And that's wonderful as role models but I don't want to put my kids to bed and come back in for two or three hours in the evening which is what a lot of them do, in fact my supervisor does that. He's a bloke but his partner works full time as well so they have to share their childcare. Natalie, solicitor, national firm*

A feeling of being torn is fairly common, and also of being judged both by colleagues and others in terms of whether they are getting the balance right. There is role conflict as the expectations of the firm are to work very long hours, but the expectations of friends and family to be 'good' parents can make it difficult to meet both sets of expectations. Wallace believes that "work and family boundaries are asymmetrically permeable such that work is allowed to invade one's family more so than family interfering with work" (Wallace, 1999:798).



*There are lots of examples of when you feel guilty as a parent, but picking up my daughter on Thursday and having the phone glued to my ear because something has happened. That doesn't happen very often but you feel bad because your daughter is coming out of school. Angela, salaried partner, part time, regional firm*

There can be guilt about having to leave work early in order to collect children from child care and depending on colleagues to finish tasks.

*I have to dash out of the door at ten to five to do all of the pick ups and whatever else and someone else will be left proof reading things, finishing things off and that's a responsibility which perhaps isn't fair. Mandy, salaried partner, national firm*

Mandy was explicit about the challenges involved in combining a career with children.

*The only thing I would say is that people of my age with young children - you've either got to bin your children or have a husband or family who can do a lot. Mandy, salaried partner, national firm*

Professional women have the financial resources which allow them to purchase professional child care if they do not have family to rely upon. Some respondents did not want strangers to look after their children and two of the female respondents said that their husbands provided the primary child care and commented that they knew of other female solicitors who had taken this decision. For some respondents the priority was to spend time with their children even though this inevitably meant leaving work 'early' in the eyes of colleagues.

*My aim is to see them 5 nights a week, they're 3 and 5, it's bedtime at 8 and we start the whole bedtime and supper routine at 6.30 so I like if I can to get home for 6 so I have half an hour with them before they go to bed. Sandra, solicitor, national firm*

Jan comes from a relatively humble background and finds it hard to believe she is a senior solicitor in a City firm with prospects of partnership. Her husband is the primary care giver in their family as Jan decided to sacrifice seeing her two children during the week in order to improve her chances of partnership. She has a long



commute into the City and as a result leaves home before the children are awake and frequently arrives home after they have gone to bed. She said she feels pangs of guilt when the children automatically turn to her husband for comfort rather than her. She has rationalised her decision to see so little of her children in terms of the benefits she is able to provide for them rather than in terms of advancing her own career.

*It wasn't so much a choice of career over children but I want the best for my children, I want them to have chances I didn't have and I want them to have the things I didn't have as a child. Jan, solicitor, City firm*

It should be noted that many men adopt a similar lifestyle but that is less often regarded as worthy of comment if their wives are at home with the children. In later life there can be regret at the choices made to sacrifice time with the family for time at work.

*I am one of those that remembers very, very little about my kids growing up because I was concentrating on earning the money and keeping the house going and all the rest of it. My kids are 25 and 29 now, it is a long time ago. But on the other hand I wish I had stronger memories of them at that stage and as little ones and growing up through their teens. I have lost that and I can't bring it back. Jim, solicitor, regional firm*

Although a number of the female respondents acknowledged the need to demonstrate high levels of commitment, nobody explicitly stated that they had experienced sex discrimination. The view seemed to be that the career was founded on the traditional masculine work pattern, based on an assumption that the man could work all hours because his wife was at home to deal with the children and other domestic matters. If women are prepared to work according to this male pattern then they felt they were competing on a level field.

A number of partners expressed the view that there was no discrimination involved in the decision to promote as men and women were treated according to the same rules. Patrick argued that if you are prepared to show the required levels of commitment in terms of the hours worked there is no discrimination, and this view was echoed by other respondents.

*It is a standard set of rules; it has got nothing to do with whether you are male or female. Now so far as the individual's home life is concerned, that might have something to do with whether you are male or female, but that is not the law firm's fault.* Patrick, equity partner, City firm

Patrick's comment echoes that made by a former President of the Law Society, Martin Mears, when he said in 1996 "there are no barriers to the advancement of women apart from those they choose themselves or those that are inherent in their biology" (Webley and Duff, 2007:377). An inability to work long hours due to family commitments, for either gender, was likely to limit promotion prospects.

There is a view that women solicitors must act like men "if they want to achieve progression at the same rate as male solicitors" (Webley and Duff, 2007:385). However this can mask the impact of the "persistently male white middle class culture" (Sommerlad, 2008). While childcare remains highly gendered, in practice it remains difficult for women to progress.

*The ladies have to accept that if they are not physically able to put in the hours that they worked before they had children that inevitably there is a financial knock on to that.* Christopher, salaried partner, regional firm

Christopher's views confirm the expectation that women must adopt a masculine standard of partnership and this poses particular difficulties for women (Kumra and Vinnicombe, 2008). While women traditionally have undertaken the lion's share of domestic tasks, any man who chose to spend more time with his family would be in the same position. Firms reward those who conform to the masculine world view and marginalise those, both men and women, who choose not to.

There is a particular problem for younger women as the increasing lengths of time which are required before being considered for promotion makes it more difficult to start a family and yet work the required hours. There are higher levels of labour turnover than has been common in the past as women leave law firms as a result of deciding they want children and they do not feel they can combine the two.

### **Flexible working**

Some firms offer ‘family friendly’ or flexible working policies which may be perceived as a promise from the firm that they will attempt to provide an acceptable work life balance. However in practice this may not work as well as may have been anticipated when they were implemented. Men may face particular problems as flexible working is seen as just about acceptable for women, but less so for men. Although in theory they had the same opportunities as women to work part time, in practice they did not.

*They need to have flexible working for everybody. You can't just say, when you're 40 and a bloke, say that I want to work 4 days a week - that wouldn't go down well.*

*\* Even though you could theoretically ask?*

*Bad career move. You can if you're a woman because your excuse is you've got kids as it were and we are very flexible like that but I'm sure if a bloke had said that 'you're wasting your time'. Jack, equity partner, national firm*

Jack's comments echo the findings of a study by the American Bar Association which found that “95% of firms have policies that allow part time work, but only 3% of lawyers work part time” (Bacik and Drew, 2006:139). Some solicitors elect to work part time in order to improve their work life balance but there are disadvantages. Angela accepts that her interests may not be fully considered but she accepts this for the ‘luxury’ of being able to work part time.

*There are examples of the part-time thing leading to you being overlooked sometimes on certain things. You get missed off emails and things. ... I think sometimes my ability to juggle is taken for granted. But I regard that as one of the things you have to put up with in order to have the luxury of working part-time. Angela, salaried partner, part time, regional firm*

Firms set out the conditions of partnership in their partnership agreement. There are few part time equity partners as many firms require them to either work full time or to drop down to salaried partner. The partnership agreements are typically based on the male working model and assume full time commitment in return for the rewards. This is perhaps understandable if lockstep operates, but under a system of

performance related pay it should be possible to retain an equity partner on a part time basis, as at least some firms have done.

*I am ridiculously grateful for them accommodating a part-time equity partner. I get a bit cross with myself, because why shouldn't they? But, nonetheless I am very pleased that they have done that and I think that they have been as supportive as I could realistically expect a law firm to be.* Hazel, equity partner, part time, regional firm

The culture of the firm seems to be crucial to combining family and work successfully (Boon et al., 2001). Some firms are more sympathetic to the parenting needs of their staff. Given the long hours which solicitors are expected to work, even moving to part time working may not provide a solution to combining a career with a family as this will still involve working long hours.

*I still think there is a culture in the City where working part-time is doing what we would regard as full-time.* Angela, salaried partner, part time, regional firm

A decision to work part time can be interpreted as demonstrating a lack of commitment to career progression and the quality of work which is allocated may deteriorate as a result. In commercial law firms there is a need for the same team to handle the deals and this requires both long hours and continuity (Bacik and Drew, 2006). Important clients also demand that staff are available when required. Jan spent a period working part time but then decided to return on a full time basis in the hope of achieving promotion as her lack of availability restricted the work she could be involved in.

*The quality of work wasn't the most interesting but I did understand to a certain extent that you do have to do what fits in with those hours.* Jan, solicitor, City firm

The conclusion seems to be that solicitors, of both genders, have to decide whether they are prepared to make the necessary sacrifices in order to become partner. These may include deciding not to have children at all, or arranging for other people to look after them, to the extent that they may spend very little time with them. Women may delay having children due to their fears about the consequence upon their career progress. Bacik and Drew (2006) in their paper on 'Struggling with juggling'

reviewed the childcare arrangements of men and women in law firms and noted that the older men who were partners all had wives at home.

Alan explicitly stated that he knew he would have to sacrifice his home life when he was promoted to equity partner. He does not appear to question the expectation that home life would have to be discarded in order to fulfil his new role, perhaps because he believed, like Jan, that the extra income would be able to compensate his family in other ways.

*... at that point instead of being able to work hard but still maintain a semblance of home life I made a decision that I would have to work much, much harder.*  
Alan, equity partner, national firm

For those who are still aspiring to equity partnership there is some ambivalence about the impact that it will have on their home life. Angela is clear about the level of commitment which she feels is expected of an equity partner. Her reluctance to do more networking seems to be based on her family commitments rather than a dislike of the process in itself, although whether networking is as natural an activity for women has been questioned (Kumra and Vinnicombe, 2008).

*I really feel I can't give any more than I give at the moment because of my family commitments, but the reality is that I am probably giving as much as an equity partner would give anyway because I am conscientious and I have had quite a lot of marketing success. I need to get out of this office and go to as many of the different new contacts that I have made, but actually that would be to the detriment of my family to be away a lot, so I do some of it but I don't feel I can do all of it. If I was to be an equity partner I think I should be doing all of it.* Angela, salaried partner, part time, regional firm

Angela's comments about doing 'all of it' bring to mind the 1980's mantra of women 'having it all'. She clearly has high expectations about the necessary level of commitment. She seems to display a high level of contribution but still feels this is insufficient.

### **Summary**

The discussion above reflects a range of views about the impact that promotion to partnership has upon the psychological contract solicitors have with their employer.

The respondents included trainee solicitors at the start of their careers through to equity partners who in addition to their individual psychological contracts also represent the views of the employer. Where dissatisfaction was expressed it tended to focus on the delay in being promoted to partner and on work life balance. These two are linked as people are more prepared to work long hours if they feel they will be rewarded with partnership in due course, but are more likely to resent the time spent at work if promotion is unlikely.

It is more difficult to disentangle the relationships between promises, obligations and expectations based on the qualitative findings. There were few clear examples of explicit promises. It is possible to identify more implicit promises but these are frequently based on the treatment of *other* employees. This may lead to an *expectation* that promotion, for example, may be forthcoming after a certain period of time, but it seems unlikely that either the firm's management, or indeed the individual solicitor, would regard this as an implicit promise to a particular individual. This casts doubt on the utility of the notion of implicit promises in understanding the theoretical basis of the psychological contract.

In the past law firms have relied upon the individual hoping to be promoted to partnership as a mechanism of control but it would seem that this may not be a successful strategy in the future. The Government's influence on the external environment through the Legal Services Act together with internal pressures to employ more staff is likely to mean that the chances of an individual being promoted will decrease further. This could be expected to have an impact upon their motivation and commitment. One possibility is that law firms will move to a more traditional corporate structure and that the issue of partnership will become irrelevant.

The next chapter will discuss the findings from both the quantitative and qualitative analyses and link them with the theoretical material discussed earlier. The theoretical and empirical contributions of the research will be examined and the practical implications for the management of solicitors in commercial law firms explored.

## CHAPTER 9: DISCUSSION OF FINDINGS

This research has examined the psychological contract of solicitors and the impact that promotion to partnership has upon this. Much contemporary research into the psychological contract has neglected the perspective of the employer, although some authors (e.g. Guest and Conway, 2002a; Lester et al., 2002) have focused on managers as representatives of the organisation. The current research is distinctive in that it obtains the views of both employees and the owners of the firms who are also the managers. Respondents were asked about their own psychological contract primarily but the equity partners frequently commented on their perception of the views of solicitors.

A number of issues emerged from the research. It is clear that promotion to partnership is a key influence on the psychological contract of solicitors. The decision to work very long hours and when or whether to start a family are affected for many by the strength of desire for partnership. The quid pro quo is that solicitors agree to work very long hours and show a high level of motivation in the expectation that their commitment will be rewarded in a reasonable period by promotion to partnership. A number of respondents reported that they would leave their current firm if promotion was not forthcoming in their anticipated timescale as they viewed a failure to be promoted as a breach of their psychological contract.

The purpose of this chapter is to present an overview of the research and discuss the findings in order to integrate them with the psychological contract literature. Attention will be focused on the key issues emerging from the research and their implications for the study of the psychological contract. This chapter will follow the structure of the thesis by looking at the context of legal firms and then examining the conceptual issues relating to the psychological contract and identifying the theoretical implications of the findings. The quantitative and qualitative findings will be examined and conclusions drawn to highlight a number of policy and practical implications of the present work.

## **The context of the legal profession**

Professional occupations have derived their power from their ability to restrict entry, control training and exercise discipline over their members. The notion of professionalism can be used as a control mechanism and can have advantages over other forms of control. Control can be exerted ‘at a distance’ as individuals exercise self- management and self-motivation. The aim of professional training is to achieve not only necessary knowledge and skills, but also to acquire the appropriate values and attitudes. Self discipline is key and control is internalised rather than external to inculcate “‘appropriate’ work identities, conducts and practices” (Evetts, 2003b:406).

The aim of the socialisation processes is to encourage the formation of appropriate work identities that the organisation deems to be “appropriate, effective and efficient” (Evetts, 2003a:31). Staff are encouraged to develop a level of commitment which is seen as a vital aspect of the role of a professional. This forms the basis of the solicitor’s developing psychological contract (George, 2009) which in turn forms their professional identity.

It was argued in Chapter 2 that the growth of commercial firms has led to the need for a re-assessment of the future of professionalism within the law. The emphasis in law firms is often on profitability and business issues, and this is perhaps unsurprising given the nature of the work of commercial firms. Hanlon (1999) argued that the state is trying to redefine professionalism as more commercially aware and managerial. This suggests a need for a ‘new professionalism’ (Middlehurst and Kennie, 1997) which goes beyond the provision of expert advice to clients and places more emphasis on running the business and forming relationships with a wide range of people. The professionals themselves need to develop different attitudes and behaviours with quality in client services and relationships at their heart for both professional and commercial reasons.

Solicitors represent one of the oldest professional groupings and to some extent still typify the ‘traditional’ professional as they adhere to the partnership structure where the owners are also the managers of the firm. In other professions such as accountancy and medicine there has been a departure from the partnership structure



and many accountants now have a structure which more closely resembles other corporate organisations. The operation of the National Health Service means doctors rely to a large extent on public funding which opens them up to external control.

It is clear that in the commercial firms which formed the basis of this research the Managed Professional Business (MPB) (Hinings et al., 1998) better describes the organisation than the 'classical' professional partnership. The MPB is more centralised than a professional partnership and it distinguishes between ownership and management more clearly and this has led to an expansion of management control. Employees have had to respond to changes in the employment relationship and the psychological contract provides a useful lens with which to understand their reactions (Hallier and James, 1997a).

The financial rewards available to partners can be considerable, particularly in large commercial firms, where some partners now have incomes in excess of £1 million a year (Rossiter, 2007). The possibility of being promoted to partner plays a major part in the career aspirations of many solicitors. There is some evidence (Bedlow, 2007) that fewer entrants to the profession have partnership aspirations, but there are still far more who do have such ambitions than the number of equity partner positions available (Empson, 2007a).

It is clear that the legal context is changing due to factors both internal and external to law firms. Increasing numbers of solicitors have joined the profession and the pyramid structure of law firms leads to a tournament where only comparatively few can make it to the upper levels. Law firms are becoming larger and are increasing their profitability by reducing the number of equity partners. These trends of more solicitors in larger firms with a declining proportion of equity partnership positions available means it is more difficult for individual solicitors to achieve promotion.

The environment in which law firms operate is changing due to enactment of the Legal Services Act. This allows non-lawyers to become owners of law firms and will lead to multi-disciplinary partnerships of accountants and lawyers and also the emergence of law firms owned by large financial groups or supermarkets. This change is also likely to reduce the number of partnership opportunities for solicitors

as larger firms will typically have fewer partner positions and a higher level of gearing.

### **The nature of the psychological contract**

The theoretical underpinning of the psychological contract still requires some clarification, as discussed in Chapter 3. This discussion will focus on the wider theoretical implications of the research in relation to a number of fundamental issues, including the definition of the psychological contract and the relative importance of promises, obligations and expectations.

This research used a working definition of the psychological contract based on the earlier definitions of Levinson et al (1962), Kotter (1973) and Schein (1980). The psychological contract was defined for the purpose of this research as the expectations the solicitor has of the firm and the expectations the firm has of the solicitor, together with the obligations that each party may feel toward the other. This focus upon the *expectations* each party has of the other is in contrast to Conway and Briner who defined the psychological contract on the basis of “promissory-based reciprocal exchanges” (Conway and Briner, 2005:35). Attention to the relative merits of these approaches will help to develop the theoretical basis of the concept of the psychological contract.

Much of the literature adopts a dyadic view of the psychological contract based on the relationships between employers and employees. The current research provided some evidence to support the view that a dyadic view of the psychological contract is too limited and that relationships formed with both clients and colleagues are also important. A number of respondents drew attention to the support they received from colleagues and others had clearly formed strong relationships with some clients. One salaried partner, Mandy, had been offered a job by another firm but had not accepted it as she felt she could not leave her client in the middle of a transaction. In a number of cases the decision whether to stay or leave a firm was influenced as much by clients and colleagues as it was by the employer.

There is a perception that the nature of the psychological contract is determined by the employer's treatment of the employee; research on the role of agency in psychological contracts (Seeck and Parzefall, 2008) suggests this approach is inadequate. Seeck and Parzefall view employees as active constructors of their psychological contracts rather than passive recipients and argue there is constant negotiation and cooperation in horizontal relationships with colleagues and clients in addition to the relationship with the employer

The dynamic nature of the psychological contract was demonstrated by Hallier and James (1997a) who conducted research in an air traffic service organisation and looked at how professional employees reacted to a major work transition where there were a number of instances of perceived management violations. The need of management to achieve short term organisational goals led to a perceived failure to meet obligations to employees. Management adjusted the demands they made upon employees on the grounds of external business factors. As the changes resulted from competitive pressures they were seen by management as inevitable and externally justified.

The management perspective saw the employees' reactions in resisting these changes as illogical when they refused to give up what were now viewed as 'unreal' expectations. Management expected the employees to comply as they saw the employment relationship as "a legal transaction underpinned by the notion of managerial ownership and their assumed right to redirect resources" (Cullinane and Dundon, 2006:120). Cullinane and Dundon are critical of the concept of the psychological contract as they feel it is overly influenced by a management discourse and neglects the impact of the employment relationship under capitalism.

Complex job changes involving multiple contract makers and the subjective and idiosyncratic nature of perceptions can be expected to lead to individual variations in what is perceived and understood. This can involve a range of responses from acceptance of the change to a sense of violation. The individual will experience 'surprises' when there are differences between expectations and actual experience and will then have to interpret these in order to select a behavioural response, depending upon the meaning they attach to management's behaviour. If there was a

perception that they were not valued as employees, “realignment of their obligations could only be realised by adopting a more transactional attachment to their work” (Hallier and James, 1997a:238).

Over time it was clear that employees had reconstructed the relationship so that they reinterpreted their obligations to their own advantage. Their coping strategies included psychologically withdrawing from the agreement although because of the difficulties involved in either resignation or transfer they continued to occupy the role. They responded by a withdrawal of effort but still appeared to recognise the contractual framework. They located aspects which could be exploited so they retained some confidence in their ability to regulate the relationship and were able to mask their calculative orientation. This ability to negotiate their psychological contracts was central to their ability to cope with the changes imposed, and this was also evident from the findings of the current research.

The discussion below is structured around the following themes as presented in Chapter 3:

- The formation of the psychological contract
- The content of the psychological contract
- Breach and violation of the psychological contract
- Organisational Citizenship Behaviour and the psychological contract

Together these form the conceptual bedrock of the research and allow comparisons to be made with other occupational groups.

### **The formation of the psychological contract**

Robinson and Rousseau (1994) proposed that employees’ expectations, defined as the recognition of a probability that something will happen, develop incrementally in an employment relationship. They become embedded in a psychological contract reflecting their beliefs about the nature of the reciprocal exchange agreement between themselves and their employer and their values in terms of how they believe the world ought to be and what is judged to be valuable in life (Boon, 2005).

Robinson and Rousseau (1994) suggested that expectations become reinforced by perceived promises and take on more significance - no longer expectations but perceived obligations. There seems to be an emphasis in law firms on the holistic nature of an individual's contributions so that it is hard to disentangle expectations and obligations. The goal is to provide 'superb' service to the client and this is used to justify the demands placed upon solicitors that would not be acceptable in many other sectors.

Psychological contract formation is a sense-making process which takes place during socialisation and involves adaptations based upon interpretations of the other party's actions (De Vos et al., 2005), which can include the profession as well as the employing firm. Psychological contract formation takes place in phases and the pre-employment phase will be influenced by professional norms and societal beliefs (Rousseau, 2001b). Mental maps or schemata begin to be formulated prior to employment and will be developed through the recruitment and socialisation processes.

### ***Explicit and implicit promises***

Conway and Briner defined the psychological contract as "an employee's subjective understanding of promissory-based reciprocal exchanges between him or herself and the organisation" (Conway and Briner, 2005:35). Their review of recent research focused on the explicit and implicit *promises* which form the basis of the psychological contract. The current research highlighted a problem in identifying many explicit or implicit promises. In these circumstances, defining the psychological contract on the basis of promises leads to a number of conceptual difficulties. If there are very few explicit promises the definition of the psychological contract must depend primarily upon implicit promises.

Conway and Briner (2005) suggest that an implicit promise could be made by an individual's interpretation of the treatment of another individual. To assign the status of a promise in cases where there was no intention, or even awareness, on the part of the employer or their agent that their actions could be viewed as a promise seems a flawed basis for the definition of a psychological contract and thus leads to a

difficulty in achieving conceptual clarity. The focus upon expectations adopted in the current research does not rely upon the identification of promises. It also recognises that expectations may be formed prior to joining a particular firm and therefore the psychological contract does not depend solely on experiences with the current employer, as suggested by Morrison and Robinson (1997).

One respondent stated categorically ‘lawyers don’t make promises’ indicating that solicitors’ facility with words means that promises may be implied rather than explicit. To regard as a promise some statement which has been carefully crafted to ensure that *no* promise is made seems to be stretching the concept of the meaning of a ‘promise’ too far. Even if a promise had been made, typically both parties were aware that a change in business circumstances could lead to the promise being withdrawn. This may suggest that subsequent renegeing on a promise might not be regarded as such a serious breach if in fact the expectation was that promises would be broken if they no longer contributed to business needs.

Solicitors are very aware of the importance of precedent in their professional work and it is likely that they will also acknowledge the importance of this in more personal matters. They will have an expectation, in the absence of other data, that they will be treated in a similar way to the way others have been treated previously. They will be keenly aware of the process of promotion to partner as their progress in the firm will depend upon their ability to understand the rules of the game within the firm in terms of the behaviours which are rewarded and take action accordingly (Kumra and Vinnicombe, 2008).

In a large firm the problem of agency is likely to be particularly acute and one respondent drew attention to this when she noted that a view expressed to her was not the view of the whole partnership, but at the time she was not in a position to assess that. It is understandable that the line manager is likely to have a major influence on the individual solicitor due to the level of physical proximity although they may not fully perceive the impact they can have upon the psychological contracts of those they manage. However in addition to the line manager, other partners, senior staff and the HR department can influence the psychological contract. Thus it is possible that a number of explicit and implicit ‘promises’ may

apparently be made by a number of agents and the individual solicitor has to decide which, if any, to rely upon.

The literature suggests that it is only promises made by the current employer which can be regarded as part of the psychological contract (Morrison and Robinson, 1997). However, given the lengthy socialisation process that solicitors undergo, it is likely that some expectations will be formed by experiences with other firms and a number of respondents made comparisons with the expectations and obligations in previous firms when talking about their current employer. This again highlights the difficulties in relying upon a definition of the psychological contract which is based upon promises as this ignores other influences upon its formation and content. Expectations can be based on a variety of sources both inside and outside the firm and may or may not be linked with promises. Management need to manage employee expectations as these influence employee behaviour. The appraisal process has a role to play here, as do the procedures for achieving promotion.

### **The content of the psychological contract**

The content of the psychological contract has been defined as an employee's "expectations of what the employee feels he or she owes and is owed in turn by the organisation" (Rousseau, 1990:393). One interesting feature of psychological contracts is that the content can vary between individuals in the same organisation although objectively the employment circumstances seem very similar. One explanation for the idiosyncratic nature of psychological contracts is an employee's personality as this can influence a range of factors. It can affect an employee's choice of job and tasks, how they construe the terms of their contract; and how they enact contractual behaviour (Raja et al., 2004).

There is some debate in the literature as to the level of homogeneity or heterogeneity which can be expected in the psychological contracts of individuals. Herriot et al (1997) argue that the content of the psychological contract does not seem to vary greatly between employees but it is also accepted that the psychological contract is a subjective perception which differs between individuals (Rousseau, 1995). The

conclusion of this research was that solicitors expressed very similar views about a number of features of their psychological contracts.

The quantitative analysis in Chapter 6 provided information on the ‘typical’ psychological contract of solicitors. Based on the Guest and Conway (2002b) measures of the state of the psychological contract as being fairness, trust, and delivery of the deal, solicitors as a group would score relatively high on all of these measures. Solicitors believe on the whole that decisions are made fairly, they trust management in general and they feel satisfied with the rewards they receive, the training and development provided and the opportunities for promotion. In terms of organisational commitment they display high levels of loyalty to their current firm. In terms of work satisfaction they feel motivated in their work and they report high levels of life satisfaction with few planning to leave their firm within the next 12 months. This would seem to suggest that there may be broad agreement on what can be expected from employers, but an individual may still hold an idiosyncratic view of their psychological contract.

Actions by the employer which may have been expected to be regarded as breach often did not provoke the normal responses of voice, neglect, or loyalty but in some cases did prompt an exit from the firm. However, for many solicitors there was little connection between how they viewed their firm and whether they intended to leave. Few of the solicitors surveyed stated an intention to leave, but even those who had considered exit did not seem as heavily influenced in this decision by their perceptions of the firm as may have been anticipated. The explanation for this finding would seem to lie in the socialisation process which solicitors undergo. If the respondents were very career motivated then they seemed to be prepared to tolerate many things that in other organisations may have been expected to lead to withdrawal behaviours.

In general solicitors in commercial firms will be highly motivated individuals as the competitive process at every stage of their education and subsequent professional training ensures only the most committed succeed in the tournament. Commercial law firms are able to control first entry to the profession by awarding training contracts and those who are successful are likely to be strongly motivated and



ambitious. The effect of this continued striving seems to be an acceptance of the level of commitment expected which can seem unusual to those in other sectors of employment.

The conclusion reached is that there is something suppressing the normal reactions to employer behaviour which would be anticipated from the psychological contract literature. The research findings recounted three instances of bullying that may have been expected to lead to an exit from the firm. However in all three cases the individual rationalised their situation and decided to stay. It is posited that there are three factors affecting solicitors that appear to neutralise the normal responses which would be expected. These are the ownership structure of the firms which is based on partnerships, the socialisation over a number of years and the relationships which are formed with clients. This accords with the work of Kerr and Jermier (1978) on leader behaviour and their recognition that certain organisational and demographic variables could neutralise other features which would normally impact upon employee attitudes and performance.

The employees of commercial law firms are highly qualified professional staff who form important horizontal relationships with both colleagues and clients and these may have the effect of reducing the influence of the management of the firm and act as “suppressor variables” (Kerr and Jermier, 1978:395) which reduce the impact of other variables. The desire to be promoted to partner may also act as a suppressor variable so that behaviours which would normally be regarded as a breach of the psychological contract in fact do not influence attitudes and performance as they are neutralised.

Some of the respondents exhibited an instrumental approach to work, or more specifically to being promoted to partner. A number of respondents stated that if they did not achieve partnership in a desired timescale they would leave their current firm. However this limited level of loyalty to their employer was unlikely to affect their behaviour towards their clients on a day to day basis. The provision of excellent service to clients to engender loyalty from them would be important even if they were planning a move to another firm. The ability to take clients with them if they left the current firm would stand them in good stead in terms of being considered for

partnership in a new firm. This demonstrates calculative commitment to the current employer, and indicates fairly low levels of loyalty, while they display normative commitment to the client.

One respondent, Brian, offered a contrasting example and was unusual in explicitly stating that he did not expect to be promoted but that he also intended to stay with his firm. He had a calculative approach to his billable hours and having decided that he could practice his area of law in his current firm, he ensured that he worked at 95% utilisation. This was sufficient to satisfy his managers, although he would not be considered for promotion at this level of utilisation. He clearly valued his work life balance and had arrived at a 'deal' which satisfied both him and his employer, at least for the present time.

### **The solicitor/client relationship**

Some solicitors had clearly formed strong relationships with their clients and these were sufficiently significant to have an impact upon the relationship with the employer and whether to stay or leave. For example, Mandy felt she could not leave her current firm, even though this would be good for her career, as this would jeopardise the interests of her clients. Clients were paying large sums of money to her firm for her services, which would suggest a primarily transactional relationship. However the loyalty Mandy expressed for her clients suggested a much more relational approach. This suggests a strong affective component at an emotional level.

It has been suggested that it is possible to form psychological contracts with other parties and not just the employer (Marks, 2001) and these relationships may be both transactional and relational. Herriot and Pemberton (1997) discussed the possibility of forming relational contracts with clients but few researchers have explored this on an empirical rather than a theoretical level. Nadin (2003) is an exception as she carried out research on small businesses and found that some employers formed on-going relationships with clients to promote customer loyalty. Millward and Hopkins (1998) suggest that psychological contracts develop between parties when there is an investment of time and energy, particularly when there are also high levels of

proximity and interdependence, as can happen with some clients. This has been noted in other situations where “employees identify less with their actual employer and more with a client organisation for whom they perform day to day tasks” (Cullinane and Dundon, 2006:118).

In the current research there was evidence of strong relationships between some solicitors and some clients. It may have been possible to argue that these were psychological contracts formed with clients, but it was decided that this risked diluting the construct. It is perhaps better to view these relationships as an important component of the psychological contract with the employer but that these relationships themselves did not amount to a psychological contract. It should still be noted that in some cases these relationships were very important to the individual solicitors and were sufficiently strong to influence the decision as to whether to stay with or leave a firm.

There is an issue of agency in terms of the extent to which individual solicitors shape their own psychological contract by forming relationships with other parties rather than merely reacting to employer behaviour. This is an aspect of the psychological contract which is currently attracting attention (Seeck and Parzefall, 2008). Their work looked at the freedom which some workers had in shaping the features of the employment relationship to an extent where some of them were effectively self-managing. It could be argued that this is true for some solicitors who are encouraged to do whatever is necessary to satisfy the client and the firm itself then plays only a supporting role in this relationship.

Employers expect responsible action from their employees when dealing with clients. This implies reciprocity not just in the relationship with the employer but also in the evolving exchange processes in the relationships with clients. Thus, “employees can expect their employer to reciprocate the obligations that the employees fulfil towards their clients, even though the employer as such may not have been involved in any way in the setting and specifying of these obligations” (Seeck and Parzefall, 2008:482).

### **Organisational Citizenship Behaviour and the psychological contract**

As discussed in Chapter 3, OCB can be defined as organisationally beneficial behaviours that cannot be enforced on the basis of formal role obligations nor sought by contractual incentives, or “non-required, non-compensated contributions to organizational effectiveness” (Organ, 1990:63). In other words employees can choose to offer or withhold such behaviours without regard to sanctions or incentives. Obligations refer to what an individual believes they are required to do for their employer, and expectations as to what they will receive in return. If these obligations and expectations are clear it should be possible to establish what is *required* behaviour and what is *discretionary* behaviour from both parties.

A meta-analysis by Chiaburu and Harrison (2008) examined the influence of colleagues on a range of employee outcomes. They proposed that lateral relationships with colleagues are linked to outcomes including work attitudes such as job satisfaction and organisational commitment, the intention to quit, and OCB behaviours. Colleagues also provide an important source of information on required levels of effort and their activities can predict “perceptual, attitudinal and behavior outcomes” (Chiaburu and Harrison, 2008:1094). The actions of colleagues will therefore have an influence upon the psychological contract of solicitors and will provide information on the behaviours expected by the employer.

A striking finding in this research was the extent to which the respondents had internalised the expectations of their employer so that many could not think of an occasion when they had gone the extra mile for their firm. Thus the perception was that virtually *all* of their behaviour was required rather than discretionary, or was perceived as in-role rather than extra-role behaviour in the terms of the OCB literature. This finding seems to contradict the majority of the OCB literature and requires further consideration. It would seem that the role obligations are defined to include any activity that ensures satisfaction for the client by doing a high quality job as quickly as possible. If the role is defined in this way, then activities that would normally be defined as discretionary, such as helping more junior colleagues, becomes part of the role if client satisfaction is seen as paramount.

The extent of the identification with the needs of the employer was evident in the respondents' views of what was regarded as 'normal' behaviour. There is no doubt many had worked beyond what an objective observer might feel could be reasonably expected, but they did not necessarily view it this way themselves. Thus Jane worked on Sunday with a broken arm, spent the night in hospital, and came into work the next day in order to complete a task. Jane said:

*At the end of the day you're supposed to do these things and I'd said that I would do it; I don't like to let people down.*

Her behaviour was based on a belief that 'you're supposed to do these things' although Jane could not say how this expectation had been formed. It seems unlikely that any partner in a law firm would say, if asked, that this behaviour was in fact expected. The author related this story (anonymously) to two equity partners at another location and their reaction was not one of surprise at Jane's behaviour, but more of pride that junior staff should display this level of commitment.

Junior staff will form conclusions about appropriate conduct from the behaviours of their colleagues and managers which they observe on a daily basis. The socialisation process engenders assumptions about appropriate behaviour and thus expectations are defined and communicated. Employees seem to feel that they can be expected to do virtually anything that will 'create the instant' for the client. However there is less clarity about what they can expect from the employer other than the financial rewards and an opportunity to be considered for promotion.

The terms of the deal are reasonably specific in terms of the behaviours which are required if there is an aspiration to be promoted to partner, in terms of the number of hours to be worked, the need to attract clients and the general contribution to the firm. There is a very high level of expectations with regard to these behaviours and Katy noted that solicitors are expected to be 'brilliant' at everything. Virtually all behaviour is expected in order to provide excellent service to the client. An employee may do 'more' of a particular thing, perhaps by working even longer hours, but this is still in-role behaviour.

The incentive offered by promotion to partner may explain why some solicitors go to extraordinary lengths to ensure they satisfy the client, but this raises the question why they continue with this behaviour when they realise they are unlikely to be promoted? A number of possible reasons are offered: their behaviour has become habitual to the extent that they find it very difficult to change it, even after they realise that the goal will not be achieved; their relationship with the client means that although the employer has not delivered on the deal they are not prepared to damage that relationship as they may continue to work for the client even if they no longer work for the same firm; although their hopes of promotion in the current firm have faded, they still hope that they may achieve promotion in another firm so it is still worthwhile to maintain their performance in case they decide to leave.

Ajzen and Madden (1986) use the theory of reasoned action to explain the links between attitudes and behaviour. Any behaviour is preceded by the intention to perform the behaviour. Intention is based on two independent determinants. The first is the individual's attitude towards the behaviour and the second is the "perceived social pressure to perform or not perform the behavior" (Ajzen and Madden, 1986:454), which they call the subjective norm. Behavioural beliefs link the behaviour to some outcomes. In the case of solicitors it would be the strength of the belief that working hard is likely to lead to promotion. Normative beliefs focus on the "likelihood that important referent individuals or groups would approve or disapprove of performing the behavior" (Ajzen and Madden, 1986:455).

It is argued that the behaviour being considered must be under volitional control which means can the person decide at will whether to perform it or not perform it. If the goal is achieving partnership, there will be a number of internal and external factors which will affect whether this goal is achieved. These will include internal factors such as skills and abilities while external factors will include opportunities and the behaviour of other people. It can be difficult to measure actual behavioural control but it is possible to measure perceived behavioural control. These perceived beliefs will be based on past experience and observations about the perceived difficulty in achieving the goal. These beliefs can affect motivation and to the extent that they reflect actual control they can also influence behaviour as behavioural expectations may be self-fulfilling.

The current research suggests that much behaviour is not under volitional control as the solicitor cannot choose in practice whether to perform it. The expectations of colleagues, clients and managers are such that most behaviour is expected. The goal of partnership is seen as desirable because of the financial rewards available and the normative beliefs are reinforced by the perceived desirability of achieving the goal.

However this begs the question why they continue with the behaviour when it has become clear that the goal is unlikely to be achieved? The answer is complex and is bound up with notions of professionalism, the desire not to let clients or colleagues down, or the hope that even if partnership is not forthcoming in the current firm then it may be attainable elsewhere. Only one respondent in the current study explicitly stated that he did not expect partnership and did not plan to leave. However he had carefully calculated his level of contribution in terms of billable hours so that he could both enjoy the financial rewards and maximise his time with his family.

### **Breach and violation of the psychological contract**

The distinction between promises and expectations is often demonstrated by the reactions of individuals to breaches of the psychological contract. What is perceived as a promise by one person may not be regarded as a promise by another, and what is a breach to one person may be a violation to another: this leads to conceptual ambiguity. One of the most important factors seems to be the importance the individual attaches to the promise in their relationship with the firm. If promotion is seen to be vitally important then a failure to achieve this in the expected timescale may feel like a betrayal if the individual feels they have done everything asked of them and more.

A distinction can be made between breach and violation and Rousseau (1990) notes that the reaction to a violation will be more intense. This is due not only to the unmet expectations that this implies, but also because trust has been damaged if a promise has been broken. Psychological contract violation is considered to have occurred where there is evidence of reactions to broken promises, unmet expectations, or unfair treatment relating to perceived organisational obligations. This is in line with Schein's (1980) expectation based definition of the psychological contract and with

Morrison and Robinson's (1997) observation that violation is associated with feelings of disappointment, anger and bitterness. This also follows the Guest and Conway (2002b) characterisation of the psychological contract in terms of fairness, trust and delivery of the deal.

This research found that although respondents did express feelings of disappointment and anger at the way they had been treated, in many cases this did not lead to the behaviours which may be expected, such as withdrawing discretionary effort at one end of the continuum or engaging in sabotage at the other. The main response to feeling let down seemed to be a decision to move to another firm, and a number of respondents reported deciding to leave a previous firm as a result of psychological contract violation. It seems that it is difficult to withdraw discretionary behaviour in practice and acts of revenge are likely to jeopardise their career as a solicitor and thus attract negative consequences. The need to provide a service to clients creates interdependencies between the solicitor, the firm and the client (Blancero et al., 1995) and this interferes with response tendencies.

The effect of unmet expectations can be cumulative until the breaches are regarded as violations and the individual may decide to withdraw from the situation. If employees have unmet expectations, particularly in regard to promotion, one possible response will be to exit the organisation. An alternative response is to focus more attention on the financial and other economic aspects, thereby redefining the relationship as transactional rather than relational (Faulkner, 1973). Appendix 7 includes extracts from the transcripts of Mike and Brian which make clear that this is the approach they have adopted.

If an individual is unhappy with the terms of the psychological contract there are four possible responses: exit, voice, loyalty or neglect (Turnley and Feldman, 1999). However it seems that in law firms some of these responses are difficult to achieve in practice. Neglect would seem to be the easiest to achieve but in practice the pressure to work hard and satisfy clients means that retribution may be swift. Voice is also unlikely to achieve a change in the behaviour of the employer as law firms have very individualised employment relationships. The expectations about the behaviour and performance expected are so strong that being seen to complain and



therefore not demonstrate the expected level of motivation and commitment would amount in most cases to career suicide. Exit is a real option and many of the respondents had left previous firms because of perceived breaches to their psychological contract. The final response to a breach is to continue to display loyalty by renegotiating the nature of the psychological contract so that the behaviour which might have been seen to be in breach is now seen as the quid pro quo for the level of reward obtained.

Katy reported feeling let down when she did not receive a car parking space, a transactional item, when she was promoted to associate. However she was grateful to the firm for giving her time off when her mother was ill and this relational aspect of the contract seemed to be more important to her. This ambivalence in view towards the firm is probably typical of many individuals who can point to aspects where they feel they have been let down, but can also indicate areas where they felt they received more than they could have expected. This also affirms the dynamic nature of the psychological contract as various events occur and change the balance over time.

If most behaviour is in fact in-role rather than extra-role, it is hard to identify what actions could be stopped without inviting serious consequences. In a commercial law firm the demands of the clients mean that there would be rapid feedback if client expectations were not met. A more likely response to a perceived breach would be a decision to exit the firm as solicitors are relatively mobile and have alternative opportunities. Appendix 7 includes extracts from the transcripts of Nick who made a decision to leave his current firm and Sandra who made a decision to leave a previous firm because their psychological contracts had been breached.

It must be remembered that asking about breaches retrospectively, and in some cases after a long period of time, will inevitably lead to reduced levels of reporting. However the emotional impact caused by a breach will generally help to ensure that the incident is recalled. Relatively few breaches were highlighted by the respondents and there are a number of possible explanations for this. One possibility could be that the response to violation may be to leave, and thus they would no longer be working in the firm. This is supported by the finding that a number of respondents

reported leaving a previous firm due to violation. Rousseau suggests exit is more likely in transactional relationships where alternatives exist (Rousseau, 1995), however solicitors generally form relational contracts.

A further explanation for the few incidences of breach reported would be that law firms generally treated their employees well as they value the human capital they represent. A further possibility is that the expectations of solicitors as to how they would be treated were so low, beyond the financial rewards offered, that in practice it would be very hard for an employer to be in breach. The data in this research would seem to support that once the psychological contract is perceived to be breached the solicitor will leave the firm fairly quickly. Nick was the only voluntary leaver in the sample interviewed and he had found a job at a client's firm after he came to the realisation that equity partnership was unlikely to be forthcoming in his present firm.

From the employee's perspective, they seemed clear about what was expected of them and as a result few respondents reported situations where they had been surprised by a reaction to their own behaviour. Some respondents reported surprise at behaviour by their employer including where they believed a promise had been made but then withdrawn. Examples would include Katy who felt she had been promised a parking space and Nick who had been told he would be promoted in a year's time but then found that the goal posts had been moved during that period. Hannah suffered bullying behaviour by her manager demonstrating a lack of respect, while Susan was told that her manager would support her in her bid for partnership, but she later found out that he had not voted for her, a clear breach of trust.

In the examples above it is not clear how the employer in each case viewed the nature of the deal. In at least some of the incidents reported the employer may not have realised that the employee had an expectation of a particular behaviour. If they had realised, they may have pointed to a change in business circumstances as a justification for the perceived breach. In Nick's case they would likely point to disruption as business needs had changed. It is less clear how the employers of Hannah and Susan would justify their actions as they were in breach of fundamental issues relating to respect and trust.

Robinson and Rousseau (1994) found that contract violations occurred in almost every area related to HRM, with failure to honour promotion schedules and discrepancies between promised and realised pay being among the most common sources of violation reported by the MBA cohort studied. Robinson and Morrison (2000) found that attributions made by employees moderate the relationship between psychological contract breach and violation. Employees will try to determine the reason for the breach; they are likely to react more strongly when they attribute the breach to renegeing, and the previous chapters provided examples of unfair treatment by the employer. If the employees attributed the breach to the clients, or to the general business environment, then they may not feel as antagonistic towards the employer and as a result may retain a positive psychological contract.

The psychological contract is inherently subjective and this may affect the perceived seriousness of any violation. Some employees will have higher tolerance levels and are less likely to conclude that a breach has occurred compared to those with lower tolerance levels. If the contract is defined in relational terms, reports of breach may be less likely as they tend to be more concerned with intrinsic rewards. This can lead to higher tolerance levels, making them less likely to identify that a breach has occurred. The majority of the research to date has focused upon the content of the violation rather than the process by which violations are perceived to have occurred, and further research in this area would be helpful.

Analysis of those respondents who reported an episode of psychological contract violation indicates that the event was usually triggered by aspects of their treatment by management and the pay and promotion systems. The following types of breach were reported:

- Bullying by management
- Inadequate professional support
- Inadequate support at the time of a family crisis
- Failure to appreciate organisational contribution
- Failure to honour a promise about promotion
- Perceived pay inequities

- Undeserved disciplinary action

Bullying was mentioned specifically by three respondents, one of whom was reporting that others had been bullied and not that he had been bullied himself. Bullying has been seen as predictive of organisational exit as the breach will decrease the level of trust and “employees will feel less inclined to invest emotionally or behaviourally” (Conway and Briner, 2005:70). The behaviour may also lead them to doubt the integrity of the organisation (Rousseau, 1989) which could lead to their resignation.

In the current sample those respondents who reported bullying did not resign and there may be different reasons for this. Hannah chose to stay after she was bullied as her firm was about to merge with another and she thought that the behaviour was unlikely to continue. Phil reported being shouted at and having his work torn up, but he also decided to stay, as a price worth paying for a job at a prestigious firm. Brian reported others rather than himself being bullied, which could be viewed as vicarious psychological contract violation, but again he decided to stay with his firm, in his case because the opportunities for practising his area of law are limited. In all of these cases a calculation was made about the balance of advantages in staying and leaving and the benefits of continuing with the firm took precedence in each case.

There were no examples of retribution in response to violation other than the decision to leave the firm. It is possible to speculate on the reasons why respondents may have refrained from retaliatory behaviours. Perhaps they saw such behaviour as ‘wrong’ or personally damaging, or because it would violate a perceived obligation to colleagues or clients. It is possible that the unfair behaviours by employers were experienced as contract breach rather than violation due to their low salience. Thus many employer actions were perceived as legitimate or inevitable in the circumstances, and the firm was not seen as culpable. As one telephone respondent put it: “It is not senior management’s job to look after my best interests. Their job is to run an effective business.” From this perspective, managers may not be criticised for decisions perceived to be taken in the interests of the business.

## **Shaping the psychological contract**

This section examines the impact of issues relating to the psychological contract for the legal profession which may assist in managing the expectations of solicitors. It could be argued that as solicitors seem to work hard whether they are treated well or treated badly there is little pressure on the managers of law firms to effectively manage the psychological contract. However this ignores the damage that a talented individual can cause if he or she decides to leave a firm, particularly if they take their team and clients with them. The themes outlined below were previously discussed in Chapter 4.

- The management of professionals
- Employee expectations of career
- The impact of gender
- HRM and the psychological contract

## **The management of professionals**

Commercial firms select for training contracts those who are likely to share the required ethos based on their education and background and will only retain those who they feel have the potential to make a valuable contribution, and are willing to put in long hours. This lengthy socialisation encourages the development of solicitors who are clever, competitive and hard working and is likely to lead to similarities in the expectations of a legal career.

Traditionally, the development of motivation and commitment are seen as part of the process of becoming a professional. As successful candidates to the professions have been selected under highly competitive conditions, they expect to endure the “initially hard years of drudgery, long hours and dogsbody activities” (Dawson, 1994:13) in return for the future status and rewards of the fully fledged partner. Examining this from the perspective of the psychological contract, the hard work is seen as the quid pro quo for the future rewards of partnership. In the past the motivation to be a professional was assumed to be sufficient and this would “secure a committed band of dedicated juniors and lead to excellent service provision” (Dawson, 1994). This traditional view of professional motivation may need to be

revised if the nature of the psychological contract changes due to the diminishing likelihood of promotion to partner.

The traditional apprenticeship system where legal and cultural practices are modelled by a master can be very effective in changing behaviour and fashioning individuals in the image of the firm. Learning to be a professional in terms of what clothes to wear, what to say, and how to say it is as important as the development of legal knowledge. In order to survive in this environment, it is vital to show that you ‘fit in’ and can play the game. For women, this can mean enacting masculine norms and values (Sommerlad, 2008) by mimicking the behaviour of the majority group, including their approach to their career, and there was evidence of this amongst the respondents in this study.

### **Employee expectations of career**

The career opportunities available and the criteria used to determine internal promotions within the firm are important determinants of professional workers’ organisational commitment (Wallace, 1995a). One important aspect of the notion of career is the desire to be promoted to a higher level. If this ambition is thwarted it may be expected to have a significant influence upon an individual’s psychological contract. This is likely to be particularly significant for solicitors in commercial firms as they may be expected to be very ambitious in order to have been appointed.

Faulkner (1974) investigated career structures which encourage career occupants to move onward and upward. The nature of the tournament, given the pyramid structure in most organisations, simultaneously permits fewer participants to do so. The challenge for the organisation is how to motivate the staff to achieve the top level positions “while at the same time sustaining the involvement of subordinates to whom access has been denied” (Faulkner, 1974:134). There is a clear danger that unless organisations can “legitimise failure ... then firms run the risk of resentment and disengagement among their labour force” (Faulkner, 1974:134). Thus there is a need to promote a balance between the younger and older members “keeping the former in anticipation of promotion and the latter motivated in the face of denial” (Faulkner, 1974:140).

Faulkner (1974) argued there is a need to encourage individuals to develop new mobility outlooks and motivations. They need to renegotiate their psychological contract in order to stress the personal benefits of their present position. Although there are benefits, particularly financial, in moving up the career ladder, there is typically a price to be paid in terms of additional stress or a poorer work life balance. If individuals can shift their life interest away from work and adopt a more calculative orientation then they may reach a position where they would rather not be promoted if they feel they currently earn enough to fund their lifestyle. Some law firms have encouraged a shift in perspective by introducing new positions such as 'counsel' or 'director'. These serve to recognise staff who they wish to retain but do not wish to admit to the equity by giving them additional status.

Some respondents made a decision to stay where they were and focus on the benefits of working for a large firm, as with Faulkner's samples of musicians and sportsmen. Once a decision has been made not to pursue partnership any longer, it may be possible to achieve a better work life balance than previously. At one time the larger firms operated a system of up or out but now many are happy for good staff to stay and work hard without them expecting promotion, and staff benefit from interesting work and clients.

There are a number of factors which are important to those solicitors whose overriding motivation is to achieve partnership. They will want to receive training and development to ensure their work is of high quality and to be involved in a variety of work to develop their skills. They will want exposure to large 'deals' and the opportunity to socialise with 'important' clients as these factors will help them to build their own practice which is seen as a key element when being considered for partnership.

The possibility of promotion from associate to partner represents a critical aspect of the authority structure of a law firm. Wallace argues that lawyers will question the legitimacy of the decision making "if the criteria for promotions and rewards appear to rest on tradition, seniority or favouritism, rather than demonstrated skill and competence" (Wallace, 1995a:820). If earnings and promotions are dispensed in an apparently arbitrary manner, then both procedural and distributive justice will be

low. Lengthy HR procedures have been introduced for those who apply for partnership positions. These seem to serve partly to discourage all except the most determined applicants but also to create at least the impression of fairness.

The receipt of higher rewards is important at both extrinsic and intrinsic levels. The money itself enables a better lifestyle outside work, although the price to be paid may be less free time in which to enjoy a home life. It also indicates that the employer recognises the value of employees' services and is prepared to pay for them. Some respondents referred to the notion of 'keeping score' in the sense that they were able to mark their progress by the level of their financial rewards.

Inevitably there are not enough partnerships for everyone who aspires to them, so those individuals who are facing the prospect that they will not in fact make partner have to make a decision about their response to this. One response is to leave the current firm and move to another firm in the hope that this will lead to partnership. This is a reasonable hope for those working in the larger commercial firms as they will typically have been exposed to large deals and large clients and this experience will be regarded as valuable by smaller firms.

Another possible response is to leave the firm and move to a position as an in-house lawyer. This may not lead to the same high financial rewards but it generally provides an improved work life balance and if the transfer is to the public sector there may be other benefits such as subsidised child care facilities. For this reason a move in-house, or into education, can be a particularly attractive route for young women who are planning a family. Another possibility is to leave the law altogether and take on a role in business; one respondent, Nick, had obtained a role as a commercial director in one of his client's firms.

Career management issues can have important implications for the psychological contract and this is particularly the case for solicitors who have partnership aspirations. The impact upon the individual's psychological contract of how they perceive their chances of promotion is critical. Most respondents in the sample had either already been made at least salaried partner or were still hoping that it would happen in the future. This does seem to suggest that once the hope of being promoted



to partner in the current firm has been extinguished, many individuals choose to leave. This would indicate that the possibility of promotion to partnership forms a critical part of the psychological contract of solicitors.

### **The impact of gender**

The evidence of the impact of gender on the process of promotion to partnership was somewhat ambiguous. On the one hand the rules are very clear in terms of the level of commitment which is required. As Patrick pointed out, these are the same rules for everyone, regardless of gender, and if an individual's home circumstances meant they did not want the demands of partnership, this was not the fault of the firm. However this view reflects a masculine approach to success and inevitably marginalises those, both men and women, who either cannot or do not want to offer this level of commitment. Paradoxically a law firm relies upon "increasing female participation for its own expansion and survival" (Muzio and Bolton, 2005:84).

More than one female respondent said that in her view there was no sex discrimination in the firm. However respondents also said they recognised the need to 'fit in' with the firm (Kumra and Vinnicombe, 2008:s68). The ability to network and socialise with clients is perhaps easier to achieve if there is someone at home to deal with issues there, as is common in a 'traditional' marriage where the husband works and the wife looks after the home. Other respondents felt that women had to do more to succeed as there was a fear that they would want a family at some stage and then reduce their level of commitment.

The need to raise one's profile by self promotion is not something that many women feel comfortable with. There is more of a feeling that if they do a good job then they should be recognised for this. The yardstick for success is a predominately male model (Kumra and Vinnicombe, 2008). As they note, 'women cooperate and men compete' and this message can have a powerful impact upon behaviour from an early age as women learn that self-promotion is regarded as unfeminine.

Men are more likely to feel comfortable with the alcohol-enabled culture and be able to conduct business in stereotypically male arenas such as golf courses and rugby

clubs. It is interesting to note that alcohol related deaths in the legal profession are twice the national average (Webley and Duff, 2007). In addition men are less likely to be targets for sex discrimination in evening social events.

It had been anticipated that gender and position in the firm would have a greater impact upon the views expressed than in fact was the case. Guest and Conway's (2002b) model of the psychological contract included gender and age as background variables which could impact upon the psychological contract. In addition, the particular context of law firms suggested that there may be differences. The possibility of promotion to partner is statistically lower for women, as discussed in Chapter 2, and women need to calculate whether to put their efforts into obtaining partnership or to decide to start a family, as it may be more difficult for women to combine the two than for men. Position in the firm was also anticipated to make a difference because equity partners are no longer employees but are both an owner and a manager of the firm and would therefore have a different perspective on the psychological contract.

Issues of gender and working patterns are linked, in part because the notion of the male breadwinner is still powerful and women are typically seen as the primary caregiver (Dick and Hyde, 2006). Professional work is associated with long working hours and this can make it difficult for a woman with children to continue to view herself as a 'good' professional if she is no longer able to work the long hours. One response is to perform an 'excellent' job by working very hard and expressing emotional commitment to the job. Both men and women expressed a desire for a better work life balance but men, more than women, may feel that a request to work shorter hours may be interpreted as a lack of commitment.

Career trajectories are essentially modelled on the unencumbered male. As one of Sommerlad's respondents noted "if you want to work in a big firm you've got to act like a man (Sommerlad, 2007:203). The ability to play sport is seen as a reliable indicator of cultural compatibility. Women have value as "a caste of transient employees" (Sommerlad, 2007:206) and give the impression of growing gender equity but in reality this obscures the barriers which inhibit career progression.

Women must enact masculine norms and values if they are to succeed. Part of the

process of professional socialisation for women involves creating an identity which is largely 'asexual'.

### **Human Resource Management and the psychological contract**

A number of authors (e.g. Sparrow and Marchington, 1998; Herriot and Pemberton, 1995) have pointed to the importance of HR generally in managing the psychological contract. It is suggested that HR techniques and strategies can be used to actively shape employee expectations. Clear communications will result in expectations being more explicit which should mean that unmet expectations would be less likely. The role of HR departments in the legal profession hence warrants some scrutiny.

Although with only one exception the respondents worked for firms with HR departments, it was surprising that so few mentioned the role for HRM unless prompted. The general view seemed to be that the HR department was involved only with administration and that all strategic decisions were made by partners. HR departments are a fairly recent innovation in many law firms as the increasing formalisation has led to an increasing role for HR departments to manage these processes. Rules often systematise the expectations of the firm regarding workloads that establish adequate performance levels (i.e. the minimum number of billable hours required per year) and the number of years required to be eligible for partnership (Wallace, 1995a). There is an argument that having few formalised HR procedures can provide a welcome level of ambiguity which in turn enables the adoption of a flexible approach to employees. Thus it is still common that law firms do not have published pay scales and in some firms it is a disciplinary offence to reveal your salary to colleagues.

HR departments have played an increasing role in the formalisation of the process to be promoted to partner, which has become much more complex. At one time there would have been a simple vote of the partnership to decide whether a colleague should be admitted. Now it is a more bureaucratic process with formal applications and interviews and decisions taken by a partnership committee. It is also a much lengthier process, in part because of the new levels which have been introduced, such as senior solicitor and salaried partner.

Solicitors may support more formalisation because if individuals perceive the situation to be predictable then it becomes easier for them to calculate what they have to do in order to be considered for promotion. The feeling that one can control one's fortunes is important in motivational terms as this can encourage greater effort. If promotion is seen to be an arbitrary process then the incentive to work hard is reduced as the links between cause and effect are weakened. It is notable that people are more likely to attribute their success to personal internal characteristics, such as how hard they worked or to their abilities, and attribute failures to situational, external causes, such as the difficulty of a task or a lack of support from the organisation (Conway and Briner, 2005).

### **Empirical findings**

The discussion above has highlighted a number of issues which affect the psychological contract of solicitors. These have been considered in the light of the relevant literature and enabled the construction of a typology to explain how the psychological contract of solicitors impacts upon their view of their career.

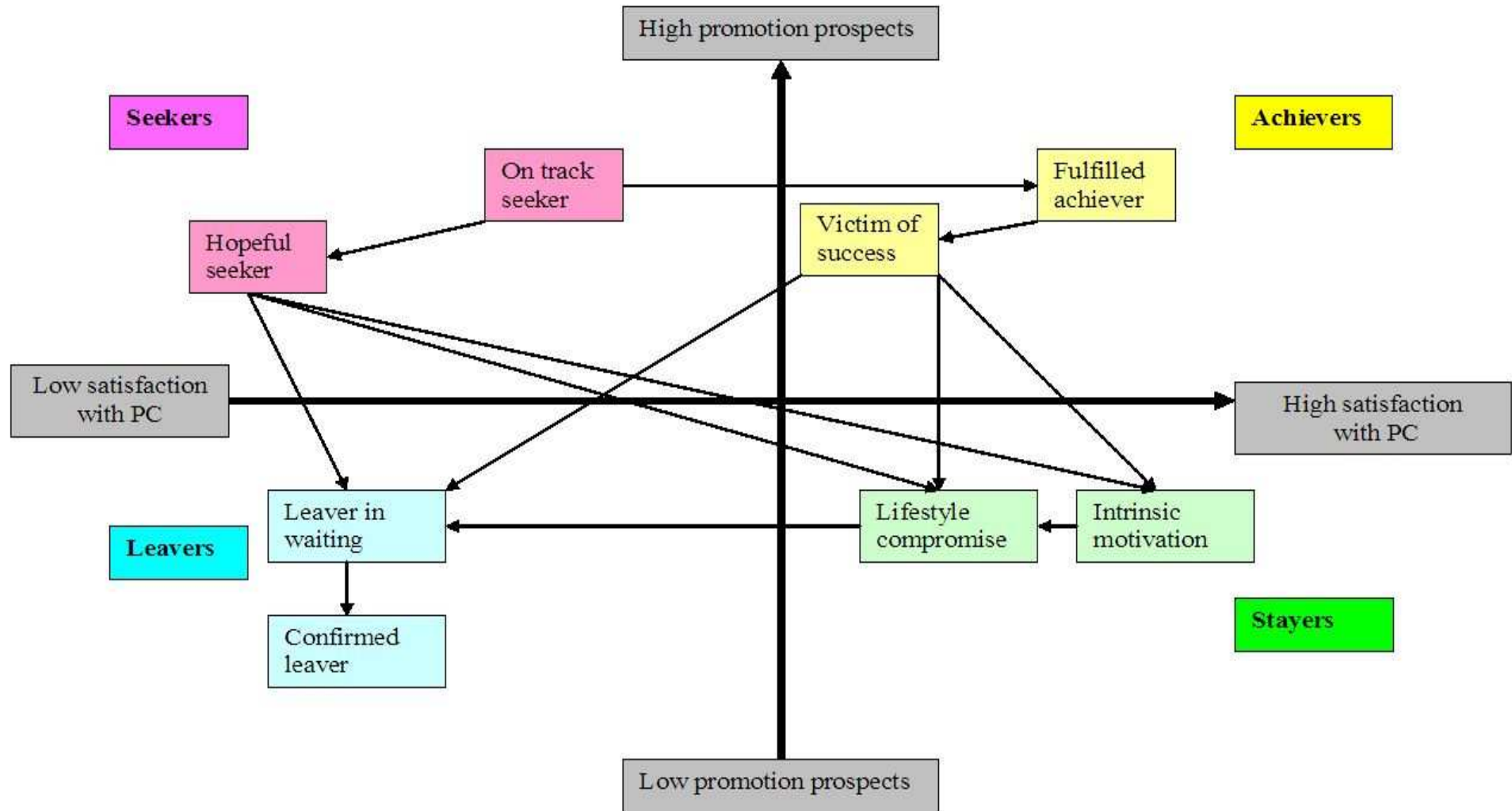
### **Typology of career positions**

Analysis of the transcripts of the respondents suggests that it is possible to create a typology of solicitors' psychological contracts with their firm, based on how they view their promotion prospects and the level of satisfaction with the psychological contract they experience. Although the psychological contracts of solicitors showed a high degree of similarity in many respects, there were some variations which centred on their views about their level of work satisfaction and the possibility of promotion to partnership. The analysis of both the quantitative and qualitative findings showed that the possibility of promotion was a major influence on the psychological contract and a failure to be promoted in the anticipated time scale was perceived as a breach. The measure of the level of satisfaction with their psychological contract is based on their assessment of whether their firm has delivered on the 'deal' (Guest and Conway, 1997) of the effort/reward bargain.

The typology emerged from careful consideration of the narratives of the respondents and the realisation that, despite the uniformity of responses in many ways, their accounts tended to fall into certain patterns which seem to reflect career stage. There are four positions in the model, although a solicitor may change position as either the level of work satisfaction changes or the perceived possibility of promotion changes. This reinforces the dynamic nature of the psychological contract. These changes in perception could be prompted by life events, such as a decision to start a family, or by a reaction to their treatment by the firm.

The boxes in the typology are labelled *Seekers*, *Achievers*, *Stayers* and *Leavers*. The typology is presented on the next page as Figure 9-1. The arrows between the boxes should be seen as representing a continuum and owing to the dynamic nature of the psychological contract individuals will experience changes to both their satisfaction with their psychological contract and their promotion prospects over time and as a result will move their relative position.

Figure 9—1 Typology of relationships between the psychological contracts and promotion to partnership



### **Seekers**

Those who are still waiting for delivery of the deal are labelled *Seekers*, and this box contains those who have expectations of promotion to partnership in the future.

Some may not be experiencing high levels of work satisfaction and can be labelled *Hopeful seekers*. They are typically prepared to work very hard, but only as long as they believe they are likely to be promoted. If they do not achieve promotion in the time scale they envisaged they are likely to leave the current firm.

It is recognised that there may also be some individuals who are experiencing high levels of intrinsic satisfaction in the job and perhaps did not expect to have been promoted at this stage in their career; these can be labelled *On track seekers*. As time passes they may become more 'hopeful' and if these hopes are not fulfilled they may either become a *Stayer* or a *Leaver*, depending on their level of work satisfaction.

For some *Seekers*, they will make partner and move into the box labelled *Achievers*, but for others they may perceive a failure to make partner in the time they had anticipated as a failure by the employer to deliver. For some, this will prompt a departure from the firm, but for others it may lead to a reappraisal of their careers and an adjustment of their expectations (Faulkner, 1974), and they will become *Stayers*. This psychological adjustment to failure involves an individual changing their expectations about both themselves and their employer, and thus the nature of their psychological contract.

### **Achievers**

The box representing *Achievers* contains those who experience high work satisfaction and have been promoted to equity partner. They will typically be working very long hours but accept this as the quid pro quo for the money they are earning. All of the respondents in this category seemed to be *Fulfilled achievers* in the sense that they were successful both professionally and financially and said they enjoyed their work. They are unlikely to leave the current firm unless they are head hunted by a rival firm, their work satisfaction falls, or they are de-equitised to improve firm profitability.

Given the pressure on equity partners, it is unlikely that they could remain as equity partners for very long if they were not successful. For those who did not enjoy the job of equity partner for whatever reason, there may be other roles available. Jim and Christopher, both former equity partners, can now be categorised as *Stayers* with intrinsic motivation as they are enjoying their current work but no longer aspire to equity partnership. The current sample did not include any who could be labelled a *Victim of success* in the sense that they had achieved partnership, but did not experience work satisfaction as a result. The level of commitment required of an equity partner means that a reduction in work satisfaction is likely to lead fairly quickly to a decision to make changes in their working life and this would lead to a change of position in the typology.

### **Stayers**

*Stayers* will typically experience high levels of job satisfaction but do not have any ambitions to be promoted. They can be further categorised as *Lifestyle compromise* if they have children or other commitments and do not feel they wish to work the hours which would be required if they were to be promoted. In general, it is unlikely they will be promoted because they will not be working the necessary number of hours. They may leave the firm if their work satisfaction falls.

Solicitors with *Intrinsic motivation* may enjoy the work for itself but are not attracted by the prospect of promotion. In this sample only Brian explicitly stated that he had no expectations of promotion but he intended to stay because he enjoyed the work, although he did not like the way the firm was run. Angela said that others, rather than herself, might say: "I am happy to remain a solicitor, I get enough job satisfaction from that".

### **Leavers**

The final category is *Leavers* who do not believe they will be promoted and who do not experience work satisfaction. The box can be divided into two, on the basis that there are those who have made the decision to leave but have not yet gone, a *Leaver in waiting*, and those who have actually left and will understandably no longer form part of the sample. Having left one firm they may find themselves as either *Seekers* or *Achievers* in another firm.



The *Actual leavers* in the sample were those who had definite plans to leave on a fixed date, either voluntarily or involuntarily. Nick was in this category as he had already been offered another job and agreed a start date, while Jenny had been told she was not going to be kept on at the end of her training contract. This situation was reflected in the quantitative survey where only 15% of the sample thought it was either likely or very likely that they would leave in the next year. Of these, 55% were planning to move to another similar firm, and 20% were planning to move in-house. These figures suggest that the nature of the job itself is not particularly problematic, but that people move either to increase their promotion prospects or to improve their work life balance.

In general solicitors both in this study and in the Solicitors' Employee Satisfaction Survey (Bedlow, 2007) were satisfied by their choice of career and reported comparatively high levels of satisfaction with various aspects of their life, the exception being their work life balance. However the nature of the tournament is that you leave the arena if you are unsuccessful and therefore by definition those individuals would not be contained within the sample. They either leave for alternative legal jobs, or in some cases leave the law altogether.

It could be argued from a HR point of view that the challenge for law firms is to move more of their staff into the *Stayers* category. Firms want solicitors who are happy to do the 'grunt work', as one respondent put it, but who do not wish to be promoted. The firm wants to keep high quality staff that may have formed good client relationships because if an individual leaves they will often take some clients with them, despite the restraint of trade clause in their contracts of employment. If these staff feel well rewarded financially and consider they have high quality work then they may well believe that the quid pro quo of a poor work life balance is a satisfactory reciprocal deal.

### ***Position of respondents in the typology***

All the respondents who were interviewed in depth also completed the quantitative survey which asked the question: 'How satisfied are you with the opportunity for

promotion in your firm?’ The answer was on a 4 point Likert scale and 1 represented Strongly Agree, 2 Agree, 3 Disagree and 4 Strongly Disagree.

It was possible to make links between the position in the typology derived as a result of the analysis of the transcripts and the views the respondents expressed in the questionnaire on the possibilities for promotion. There is a potential problem with the question as it did not make clear whether it was to be answered from a personal perspective or for the firm as a whole. Some equity partners and former equity partners did not answer this question, presumably because they thought it was not relevant to them. Others answered apparently from the perspective of younger solicitors in the firm rather than from a personal perspective.

Based on the typology above, the 34 respondents to the qualitative survey have been categorised in the tables below. Some respondents did not answer some questions in the questionnaire and in the tables below NR equals No Response.

### Achievers

<b>Fulfilled achiever</b>	<b>Opportunity for promotion</b>
Alan – very successful and enjoys work	Strongly Agree
Cliff- very successful and enjoys work	NR
Hazel – grateful to be part time equity partner	Agree
Jack– very successful and enjoys work	Agree
Patrick – very successful and enjoys work	Strongly Disagree
Steve– very successful and enjoys work	NR
Stuart– very successful and enjoys work	Agree

**Table 9-1 Respondents categorised as Fulfilled achievers**

One might expect Achievers to feel satisfied with the promotion opportunities as they have succeeded, and generally this was the case, although two did not answer this question. The only exception was Patrick who is an equity partner in a City firm. His response seems to reflect the low promotion opportunities available in City firms and a comparison he made with the speed with which he personally made partner nearly 30 years ago.

As can be seen, there is nobody who has been characterised as a *Victim of success*. This is perhaps because once they are not experiencing work satisfaction they then look for ways to find an alternative role. Thus Christopher who was formerly an equity partner made the decision to become a salaried partner after the merger of his firm as he did not want to be bound by the financial decisions of the new equity partners, and there was only a short period of time before his retirement. Jim had been an equity partner but he was also nearing retirement and was offered a role as a part time consultant. Thus they could have been categorised as victims of success at one stage but by the time of the interviews they had changed their position, confirming the dynamic nature of the model.

### Seekers

On track seeker	Opportunity for promotion
Katy – made decision she does not want children and wants promotion	Agree
Pete – acceptance of how difficult it is and not thinking about it for now	Agree
Phil – working very hard but enjoys the work	Agree
Sam- ambitious for promotion to equity	Strongly Agree
Sean – very ambitious. Will leave if promotion not forthcoming	Strongly Agree

**Table 9-2 Respondents categorised as On track seekers**

Seekers would be expected to believe that the prospects for promotion are good as otherwise they would not be motivated to work hard for promotion. The On track seekers are those who are happy that their career is progressing at an appropriate pace and who still have equity partnership in their sights. The Hopeful seekers still aspire to the equity but there is a growing realisation that they might not achieve this in the current firm. All of the On track seekers either Agree or Strongly Agree that the opportunities for promotion are good.

<b>Hopeful seeker</b>	<b>Opportunity for promotion</b>
Dave – working very hard but not sure he is receiving appropriate recognition	Disagree
Jan- making family sacrifices. Will leave if promotion not forthcoming	Agree
Natalie – accepts that it is unlikely she will get to equity partnership	Agree
Rachel – has job satisfaction and currently achieving partnership is not critical	Agree

**Table 9-3 Respondents categorised as Hopeful seekers**

Three of the Hopeful seekers agree that promotion opportunities are good while one disagrees. It might be expected that he will make a transition in the near future, either to a leaver in waiting or to a lifestyle compromise if he feels that promotion is unlikely to be forthcoming.

### Stayers

<b>Lifestyle compromise</b>	<b>Opportunity for promotion</b>
Angela – feels equity partnership would affect family life	Agree
Brian – disenchanted with the firm, but enjoys the work and values the money	Strongly Disagree
Christopher – stepped down from equity to salaried partner following merger	Disagree
Geoff – values work life balance at current level	Strongly Agree
Gill – became sole practitioner to achieve work life balance	Strongly Agree
Jane – hopes to start a family	Agree
Jim – stepped down from equity partner and now working as a part time consultant	NR
Mike - qualified later in life and more interested in money	Agree
Sandra – has young children	Agree
Sue – hopes to start a family	Agree

**Table 9-4 Respondents categorised as Lifestyle compromise**

Two in this category, Jim and Christopher, are former equity partners who stepped down for personal reasons. Jim did not answer the question on the opportunities for

promotion while Christopher disagreed that he was satisfied with the opportunities. Brian was an unusual respondent in that many of his expressed views would have suggested a leaver in waiting. However there are few opportunities locally to work in his particular area of law so at least for now the job provides a lifestyle compromise.

Of the remaining respondents in this category, there is a range of views expressed. Gill who was a former equity partner in another firm seems to believe that she could achieve equity partnership in her current firm if she wished, but she chooses not to as she wishes to work part time in order to achieve a better work life balance. Angela also works part time and does not want to change at present, although Hazel is a part time equity partner in the same firm so this would seem to be a possibility for Angela. Two of the respondents, Jane and Sue, hope to start a family in the near future, while Sandra already has young children and wants to spend time with them.

<b>Intrinsic motivation</b>	<b>Opportunity for promotion</b>
Don – not very ambitious and is enjoying work	Agree
Hannah – qualified later in life – may become sole practitioner	NR
Naomi – has other interests in life	Agree

**Table 9-5 Respondents categorised as Intrinsic motivation**

The respondents in this category enjoy the work they do and the money it provides and do not have ambitions to be promoted at the present time. Two agree that there are opportunities for promotion although they personally are not interested in promotion at the present time.

**Leavers**

<b>Confirmed leaver</b>	<b>Opportunity for promotion</b>
Jenny – not kept on at end of training contract	Agree
Nick – had another job at the time of the interview	Strongly Disagree

**Table 9-6 Respondents categorised as Confirmed leaver**

Nick is a voluntary leaver as he has already accepted a job with a client’s firm as he believed that the fee earning level required to be considered for equity partnership

was not achievable in a regional firm in his area of law. Jenny is an involuntary leaver as she was told she would not be employed after the end of her training contract. It is interesting that she still agrees that the firm offers opportunities for promotion given that she personally has not been offered a job.

<b>Leaver in waiting</b>	<b>Opportunity for promotion</b>
Cath – hopes to transfer to City firm	Agree
Mandy – has had offers and is deciding whether to accept	Disagree
Trevor – has been very successful and is now looking forward to retirement	Agree

**Table 9-7 Respondents categorised as Leaver in waiting**

The three respondents in this category were in different situations. Trevor has very much enjoyed his career and was formerly an Achiever but is now ready to retire. Cath wants to move to London for personal reasons and will be initially be a Seeker in a new firm if she makes this move. Mandy is disenchanted with her current firm as she finds it difficult to combine her role as salaried partner with her young children. She is currently considering whether to accept an offer with a regional firm where she believes the prospects of equity partnership may be greater.

### **Summary**

This chapter has reviewed the findings in the light of the relevant literature discussed in Chapters 3 and 4. It has presented a typology which examines the interactions between the state of the psychological contract and the perceived prospects of promotion to allow an analysis of the interactions between the two. The dynamic nature of the psychological contract is clear as an individual will move position in the model as either their satisfaction with their psychological contract or their views on their promotion prospects change.

The next chapter provides a summary of the findings and indicates areas for future research. It also indicates how the findings may be used by law firms to influence the expectations of their staff.

## CHAPTER 10: CONCLUSIONS

The aim of this thesis was to examine the psychological contracts of solicitors and to determine the impact of promotion to partnership upon their motivation and commitment. The research investigated a particular group of professional staff and explored how the psychological contract was affected by promotion to partnership, socialisation processes and the role of OCB behaviours. There is little available literature on the psychological contracts of solicitors so the research was exploratory and allowed issues to emerge through the processes of data collection and data analysis.

The psychological contracts of professionals are shaped by a set of roles, rights and obligations which act as a normative influence, as discussed in Chapter 2. Differences in professional cultures and structures may impact on the beliefs of professionals regarding their psychological contracts (O'Donohue et al., 2007). Becoming a member of a profession can lead to an internalisation of the professions' values and impact upon the individual's personality to produce group cohesion. The psychological contract reflects a composite of work relationships (O'Donohue, 2007) and for professional employees, the professional-client relationship will have ideological importance. Relationships with other members of the profession also contribute to the complexity of the relationships (O'Donohue, 2007).

Professions are not static and the role of professions and professionals is changing. These changes will then be mirrored in the psychological contracts of the solicitors who are working in the firms as they will have to renegotiate their psychological contracts in order to adjust to the changing work environment and also the decreasing likelihood of making partner. The work of Hallier and James (1997a) suggested that the psychological contract is dynamic as individuals adapt to changing conditions, and this was borne out in the current research. Individual behaviour has to be seen in the social context in which it occurs to be understood since professionals are not just the recipients of change but can also actively mould the situation.

This chapter will present the contribution to theory of the thesis in six main areas and will then examine the practical implications for law firms. It will conclude with a discussion of the limitations of the research and make suggestions for future research.

### **Contribution to theory**

This research has made a contribution to the literature on the psychological contract in six main areas by:

- providing a critique of the utility of a promissory based approach to the psychological contract.
- examining the psychological contract of solicitors to determine how it may differ from other groups of employees
- examining the impact of socialisation upon solicitors
- reviewing the extent of the homogeneity or heterogeneity of the psychological contracts of solicitors
- exploring the role of organisational citizenship behaviours and in particular how in-role and extra-role behaviours are defined
- enhancing an understanding of how the relationships with clients can affect the psychological contract of solicitors

### **Role of promises**

Professional employees form multiple interdependent exchange relationships both inside and outside the organisation. This raises questions about the reciprocity implicit in the promise-based model. Guest (1998c) believes that focusing on promises risks not capturing all the aspects of the exchange relationship while MacNeil (1985) rejects promise-based theories as inadequate as a promise could never cover more than a fragment of the total situation and ignores the surrounding social context.

Very few solicitors referred to either explicit or implicit promises which makes reliance upon a promissory based definition of the psychological contract problematic. This research concluded that relying upon implicit promises as the basis



for the psychological contract caused a number of difficulties, particularly when care had been taken to ensure that *no* promise had been made. In addition Morrison and Robinson (1997) argue that if a perceived obligation is based solely on past experience in other employment relationships, then it falls outside the psychological contract. This also seems at odds with the findings of the current research as it seemed that a number of expectations were formed by the education process and experience with previous employers which created a large part of the psychological contract.

### **The psychological contract of professionals**

There have been changes in the relationships with clients over the last 25 years and an intensification of work. The traditional view of the professional stresses their power and autonomy, but in practice the majority of professionals work as salaried employees and so are both professionals and employees (Bunderson, 2001). There has also been a growth in the number of roles carrying dual professional and managerial responsibilities. Professionals may have both administrative and professional dimensions to their psychological contracts and their response to a breach may be affected by whether it is perceived as an administrative breach, typically of a transactional item, or a professional breach, of a relational item.

Despite the intellectual knowledge that the proportion of solicitors who will be promoted to partner is decreasing, it was striking that many respondents, particularly those in the earlier stages of their career, still hoped that they personally would be successful. Those who were in the later stages of their career had typically either already been made partner, had adjusted their expectations so that they stressed the financial benefits available rather than promotion, or had decided to leave the firm. Those who had achieved partnership may be expected to have a relational psychological contract while those ‘stayers’ who had adjusted their expectations may be seen to have hybrid psychological contracts. They have a more transactional perspective on the rewards they receive in return for their efforts but also relational elements in their relationships with colleagues and clients.

### **Impact of socialisation**

Solicitors undergo a long period of socialisation during their academic education and subsequently during their training contract and beyond during which required behaviour is heavily reinforced by mentors and role models. The long apprenticeship to become a qualified solicitor shapes attitudes and behaviour by the process of socialisation and this exerts a powerful effect upon the psychological contract. The competitive process to obtain a training contract and then a permanent post at a highly regarded commercial firm can be intense and then there is further competition to be considered for more senior positions. Many solicitors in this study believed that so long as one did a good job, eventually the hard work and dedication should be rewarded with promotion to partnership.

The emphasis on socialisation seems to explain the lawyers' level of commitment for so long as solicitors believe that rewards will be distributed fairly. However, if that perception changes then many may question the number of hours they work in order to provide high levels of profit per equity partner (PEP) to the elite equity partners. An alternative approach to the solicitors' employment relationship relies upon negotiated terms of exchange and makes no appeal to loyalty or commitment. There are signs that some firms espouse the social exchange basis of the relationship while in practice relying upon an economic-exchange basis for the reward system. The provision of car parking spaces to some staff demonstrates a more calculated exchange as does the award of pay increases on the basis of what a firm feels it can get away with rather than the level of contribution.

There are a number of ways in which the parties can communicate with each other to inform the other party of their wants. The process of socialisation is important in educating the trainee solicitor in the behaviours which are expected by the firm and expectations about dress and the approach towards clients may be outlined in great detail. The mechanisms for the firm to learn of the solicitor's needs were less clear. The formal performance appraisal process will be one source of information but informal day to day contact with the line manager is likely to be an important mechanism of communication.

Promotion to partnership forms an important part of the socialisation process and is an important influence on solicitors' psychological contracts. There is a decreasing likelihood of making partner due to the strategy of law firms maximising their level of profit per equity partner by reducing the number of equity partners and increasing the ratio of junior staff who carry out most of the work. In the future there are likely to be even fewer equity partner positions available as the Legal Services Act will allow firms to have non-lawyers in partner positions, which they are currently prevented from doing. These changes are likely to impact upon the perceived social exchange as a realisation that the employer has not honoured a perceived commitment to reward hard work with promotion may lead to a perception of breach. This in turn may lead to an attempt to redress the balance by reducing the level of contribution, or a decision to leave the firm.

### **Homogeneity or heterogeneity of the psychological contract**

As discussed in Chapter 9, there is some debate in the literature as to the level of homogeneity or heterogeneity which can be expected in the psychological contracts of individuals. The conclusion of this research was that those solicitors who were respondents in this study expressed very similar views about a number of features of their psychological contracts. It is argued that the process of socialisation is responsible for the level of similarity and plays a major part in the formation of solicitors' psychological contracts. This similarity appears to be due to the combined effects of the type of individual who is attracted to the profession, the recruitment and selection mechanisms used, and the lengthy period of socialisation they then undergo.

The nature of the 'tournament' and the promotion policies lead to survival of the fittest. If a solicitor is not promoted to partner in a reasonable period of time, they will recognise that they do not 'fit' the culture of the firm and may choose to leave the arena. Work placements and work experience are often part of the recruitment process for law firms as these allow an assessment of the candidate's ability to 'fit in'. It can be argued that the emphasis on assessing the candidate's potential cultural fit implies that a degree of homogeneity is sought by law firms (Robertson and O'Malley Hammersley, 2000).

It is recognised that other research has stressed the heterogeneity of the psychological contract, and this is unsurprising given the subjective nature of the construct. Guest and Conway (2002b) in their model noted that both age and gender were background factors which might influence the psychological contract, and it had therefore been expected that these would be important in the current research. This was particularly the case given that the material in Chapter 2 on the context of the legal profession suggested that gender was an important factor in the likelihood of being promoted to partner. However the evidence suggests that the process of socialisation is sufficiently strong to override these other influences.

The quantitative findings discussed in Chapter 6 showed few statistical differences between the various groups. It had been anticipated that employees and owners of the firms would have different understandings of their psychological contracts and would therefore respond differently to changes in the organisation which could be seen as contract violation (Cullinane and Dundon, 2006). The impact of the professional training and the socialisation experienced appear to combine so that those factors which would normally be expected to differentiate between individuals do not seem to operate in the same manner in the case of solicitors.

The similarity of responses suggested that there were factors suppressing the normal reactions to employer behaviour which could be anticipated from the psychological contract literature. It is concluded that three factors neutralise the responses which would be expected: the ownership structure of the firms; the socialisation processes operating during their education and career; and the relationships which are formed with clients. This follows the work of Kerr and Jermier (1978) on leader behaviour and their recognition that certain organisational and demographic variables could neutralise other features which would normally impact upon employee attitudes and performance.

### **Role of organisational citizenship behaviours**

The findings relating to OCB also do not accord with some of the relevant literature (e.g. Organ, 1997) as solicitors appear to define virtually all behaviour as in-role rather than extra-role. Actions such as working through the night, working at

weekends and cancelling holidays were seen as a 'normal' part of the role. There is a marked internalisation of employer expectations so the employees perceive them as obligations and this makes it very difficult for solicitors to identify occasions when they had gone the extra mile for their employer. There seems to be a blurring of the boundaries between their work and personal lives, reinforced for many by the use of a BlackBerry.

The relationships between OCBs and various psychological attachments with the organisation are complex (Chiaburu and Byrne, 2009). Employees define particular behaviours as either prescribed or falling outside their roles. Those employees who consider extra-role behaviours as part of their roles typically do so due to their commitment and satisfaction and because of the level of trust in their employer. Those employees who are committed to the organisation enlarge their job role and hence their citizenship behaviours. A number of factors may lead to a decision to enlarge their roles and these include "socialization, organizational culture and climate, a psychological contract fulfilment, breach and violation, as well as individual differences" (Chiaburu and Byrne, 2009:211).

### **Relationships with clients**

Psychological contracts can develop between parties when there is an investment of time and energy, particularly when there are also high levels of proximity and interdependence (Millward and Hopkins, 1998). This has been noted in other situations where "employees identify less with their actual employer and more with a client organisation for whom they perform day to day tasks" (Cullinane and Dundon, 2006:118). O'Donohue (2007) argues it is possible for individuals to form multiple relationships at different levels inside and outside the organisation.

While it is accepted that individuals can form *relationships* with a number of other parties, there is a debate as to whether it is possible or sensible to refer to these as *psychological contracts*. Marks (2001) and Tekleab and Taylor (2003) argue that psychological contracts and the obligations they imply may form between equals as well as between managers and subordinates. The counter-argument is that accepting these relationships as equivalent to the contract which exists between an employer

and an employee risks diluting the power of the construct and can ignore important aspects of mutuality and reciprocity.

The horizontal relationships formed with clients and colleagues may for some solicitors be of equal importance to the vertical relationships formed with the employer. There is constant negotiation in networks of employees, employer agents and clients which supports the view that “the exchange relationships in contemporary organisations are not only increasingly horizontal, but also multifaceted and complex” (Seeck and Parzefall, 2008:483). This was confirmed in the current research as respondents commented on the importance of their relationships with colleagues and clients. The impact of these other relationships on the psychological contract with their employers suggests that solicitors are active constructors of their psychological contracts rather than passive recipients.

The provision of excellent service to clients was regarded as paramount by many respondents. This view seemed to flow from their beliefs about appropriate professional behaviour developed through the socialisation process, but also more instrumentally as a means to engender client loyalty as this helps to ensure future employability, whether in the current firm or a future one. In a number of cases the decision whether to stay or leave a firm was influenced as much by clients and colleagues as it was by the employer.

These conclusions have a number of implications for the managers of law firms which are explored in the next section.

### **Practical implications for law firms**

Management of the psychological contract has the potential to be a key factor in increasing the profitability of a law firm. Commercial law firms are predicated on having large numbers of hard working junior members of staff who are prepared to work excessively long hours in the hope of eventually achieving the role of partner. However as the possibility of promotion to partner decreases, it would be expected that a number of young solicitors will no longer wish to work so many hours and

will want a greater financial return now rather than being prepared to defer their rewards until they become partner.

For those solicitors who still wish to become partner, if their hopes are not met, they are likely to leave their current firm, moving either to a firm where they feel their chances of partnership may be better, setting up their own firm, moving in-house, or deciding to leave the law altogether. In the past law firms have not worried about this rate of attrition as there has been a ready supply of keen young staff that were willing to take their place. If this situation changed law firms would have to rethink their business model so that the incentive becomes stimulating work and good financial rewards rather than partnership. If promotion is no longer seen as the primary goal the emphasis will move to the development of their personal reputation by working on challenging assignments (Hiltrop, 1995).

There is less loyalty to both clients and employers in the highly competitive climate and young solicitors are prepared to leave in search of better promotion prospects, leading to increased mobility between firms. The problem for law firms is how to continue to attract and retain staff in a changing climate. Management may hope that the expectations of those entering the law may be changing so that making partner is no longer seen as the Holy Grail. One possible approach is to restructure the reward system so it more closely resembles other commercial organisations. In the corporate world ownership is usually separated from management and a managerial hierarchy exists which provides stepped rewards. Currently in law firms there is a great divide between partner and non-partner rewards levels.

Holbeche (1999) discussed a number of initiatives which may encourage professionals to stay with their firms. These include creating a sense of ownership through financial rewards, creating a sense of pride in the firm and valuing and facilitating work life balance. In law firms at present ownership through the offer of an equity partnership is available for the few but not the many. In some cases the solicitors may feel a sense of 'ownership' of their clients in the knowledge that their clients would follow them if they decided to move firm. There may be scope for individuals to build their own practice by attracting clients in the individual's area of expertise which will allow them to spend more time on topics of personal interest.

The ability to attract clients is likely to lead to partnership in the longer term in any case, but the relationships which solicitors form with their clients may provide an important element of the ability to achieve personal goals and values.

Solicitors want to feel they are developing their capabilities and commercial firms need to have the highest levels of expertise. There is a strong emphasis on training and development, encouraged by the Law Society's requirement for Continuing Professional Development. CPD is particularly important for professionals and they need to participate in activities that offer the potential to enhance their professional development. Solicitors in the sample were very complimentary about the training they received and the resources which were available to them, such as a librarian, to enable them to work effectively and at the highest level.

Holbeche (1999) advocated that work should be made 'fun' although this can be hard to achieve given the pressures to maximise billing. Some firms encourage a number of social activities, at least partially in recognition of the fact that it can be difficult for staff who are working such long hours to develop a social life outside the firm. The need to wine and dine clients can also mean that a number of evenings are devoted to networking in order to attract or sustain clients. Some respondents welcomed the opportunity to spend time in congenial company while others saw it as more of an intrusion into their home life.

Most of the sample did feel a sense of pride in the firm and a feeling that they were working on important deals for important clients. They also felt a sense of pride in their own performance. It can be difficult to maintain a reasonable work life balance under the twin pressures of billable hours and client socialising although respondents noted a number of family friendly initiatives by the firms designed to help with this. This was one area where they appeared to be a gender gap in perceptions as it was seen to be acceptable for women to avail themselves of flexible working arrangements, but less so for men.



## **Limitations of research and suggestions for future research**

It is recognised that, as with all research projects, this research has limitations. The numbers included in the samples for both the quantitative and qualitative surveys were relatively small and included employees from only a relatively small number of firms. It should be noted that the quantitative survey was not meant to be statistically representative but combined with the qualitative interviews provided rich data on the nature of the psychological contract of solicitors.

The research was conducted at a time when the legal profession was preparing for structural change. The Legal Services Act became law in 2007, although it is not yet fully implemented, and will affect the environment in which law firms operate in ways which cannot yet be fully predicted. There is likely to be a reduction in the number of equity partner positions available and this will require further adjustments in the expectations of those solicitors joining the profession. It should also be recognised that the research was conducted in commercial firms where “ruthlessness, assertiveness and stamina” (Muzio and Ackroyd, 2005:85) are seen as pre-requisites and may not be typical of all types of law firms.

There are aspects of the research which could benefit from further work in the future. There is a need to further clarify the process by which breaches and violation are defined as in this research there were instances of behaviour which would be defined as a breach yet did not seem to provoke the response that would normally be anticipated in the event of breach. The significance of the socialisation process emerged in the analysis of the qualitative results as an important factor shaping the psychological contract of solicitors. The impact of the socialisation process upon the psychological contract could prove a useful line of enquiry for researchers in the future.

The issue of agency in relation to the psychological contract could also be explored further to establish the extent to which individuals are able to mould their own psychological contract rather than simply reacting to the behaviour of their employer. Employees may exert agency by the process of defining their obligations and exercising choice rather than by simply conforming to their employer’s expectations. This had a particular influence on the relationships which some

solicitors formed with clients. The work of Hallier and James (1997a) explored the negotiated nature of the psychological contract and the important role played by interpretation in that negotiation.

In conclusion, solicitors emerged as an interesting profession, shaped by their long period of socialisation and the comparatively unusual ownership structure of law firms. The research has made a contribution to the development of psychological contract theory by noting that the process of socialisation led to remarkably homogenous psychological contracts and a focus on in-role rather than extra-role behaviour. The recent emphasis on the promissory basis for psychological contracts was also questioned as in practice respondents referred to few explicit or implicit promises being made.

Structural changes in both law firms and the environment in which they operate suggest that psychological contracts are changing. Law firms will need to successfully manage the changing expectations of solicitors if they are to adapt to the new environment. It remains to be seen whether the traditional incentive of promotion to partnership will continue to be an effective tool for encouraging motivation and commitment in the future.

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## APPENDIX 1: QUESTIONNAIRE

CONFIDENTIAL

### PSYCHOLOGICAL CONTRACT OF SOLICITORS

The purpose of this interview is to find out more about how solicitors view their work and the way it is managed. I would like to ask you a number of questions about your experience of being a solicitor and how you feel about working at this firm. It should last no longer than 15 minutes.

All the answers you give to the questions will be confidential and at no time will your name, or any other information which could identify you, be attached to any of your responses.

Ref:

Official  
use

1 Background variables

1 *Firm name*

1.....

2 *Position in the firm*

Trainee  Solicitor  Senior/associate solicitor

2.....

Salaried partner  Equity partner  Other

3 *Area of law*

3.....

4 *Year qualified*

4.....

5 Year became partner 5.....

6 Number of law firms worked for 6.....

7 Age 7.....

Under 25  26-35  36-45

46-55  over 55

8 Ethnic origin 8.....

White European

Asian

African

Chinese

Other

9 Length of time with this firm 9.....

Less than 1 year

1-5 years

6-10 years

11-20 years

21-30 years

31+

10 Do you work full time or part time?

11 In a typical week, how many hours do you work?

12 How much time on commuting each day

2 Work life balance

13 Do you have caring responsibilities?

14 Do your caring responsibilities impact upon your ability to work?

15 Does your firm offer you opportunities to vary formal working

hours?

If yes, have you used opportunities to vary formal working hours

16 Do you have opportunities to work at home from time to time

If yes, have you used opportunities to work at home from time to time

10.....

11.....

12...

13.....

14.....

15.....

16.....

17.....

18.....

19.....

20.....

17 Does your firm help with the cost of childcare or other care needs

If yes, have you used help with the cost of childcare or other care needs?

I will read out a number of statements and I would like you to say whether you agree or disagree with them.

**3 Satisfaction with your employment**

18 I am satisfied with the following aspects of my employment...

	<b>Strongly agree 1</b>	<b>Agree 2</b>	<b>Disagree 3</b>	<b>Strongly disagree 4</b>	
Communication practices					21.....
Opportunity for promotion					22.....
Management style					23.....
Team working in your area					24.....

**4 Expectations of the employer**

19 I expect my firm to provide me with the following...

	<b>Strongly agree 1</b>	<b>Agree 2</b>	<b>Disagree 3</b>	<b>Strongly disagree 4</b>	
A reasonably secure job					
Equality of treatment					25.....
Fair pay for the work you do					26.....
Opportunity for development					27.....
Interesting work					28.....
Opportunity for promotion					29.....
Keep informed of changes affecting you					30.....
Involve and consult over changes					31.....
Job satisfaction					32.....
Reward for achievements					33.....
To be treated with respect					34.....
Other, please state					35.....
					36.....

**5 Perceived organisational support**

20

This firm cares about my general satisfaction at work

This firm cares about my well-being

This firm cares about my opinions

This firm treats me with respect

<b>Strongly agree</b> <b>1</b>	<b>Agree</b> <b>2</b>	<b>Disagree</b> <b>3</b>	<b>Strongly Disagree</b> <b>4</b>

37.....

38.....

39.....

40.....

21 **Procedural fairness**

When key decisions are made at my firm, I feel that the views of people like me are taken into account

I feel that key decisions affecting people like me are made fairly

<b>Strongly agree</b> <b>1</b>	<b>Agree</b> <b>2</b>	<b>Disagree</b> <b>3</b>	<b>Strongly disagree</b> <b>4</b>

41.....

42.....

22 **Experience of involvement**

*In the last year, I have been asked by managers for my views in the following areas...*

	<b>Strongly agree</b> <b>1</b>	<b>Agree</b> <b>2</b>	<b>Disagree</b> <b>3</b>	<b>Strongly disagree</b> <b>4</b>	
The way my work is done?					43.....
Developing new areas or services?					44.....
Wider business issues?					45.....

**23 Loyalty to the firm**

	<b>Strongly agree</b> <b>1</b>	<b>Agree</b> <b>2</b>	<b>Disagree</b> <b>3</b>	<b>Strongly Disagree</b> <b>4</b>	
I feel very loyal to the firm I work for.					46.....

**24 Perceptions of the employment relationship**

	<b>Excellent</b> <b>1</b>	<b>Good</b> <b>2</b>	<b>Fair</b> <b>3</b>	<b>Poor</b> <b>4</b>	<b>Very poor</b> <b>5</b>	
Overall, how would you rate relations between fee earners and partners of the firm? Would you say they are...						47.....

**6 Intention to leave the firm**

**25 Perceptions of job security**

	<b>Very secure 1</b>	<b>Fairly secure 2</b>	<b>Fairly insecure 3</b>	<b>Very insecure 4</b>	
How do you feel about your present job security? Would you say that it is...					48.....

26 Do you think you would have to move city to get another similar job? 49.....

27 Would this be a problem for you? 50.....

	<b>Strongly agree 1</b>	<b>Agree 2</b>	<b>Disagree 3</b>	<b>Strongly Disagree 4</b>	
28 It is very likely that I will decide to leave this firm in the next year.					51.....

	<b>Another similar firm 1</b>	<b>In-house counsel 2</b>	<b>Different sort of work 3</b>	<b>Retirement/ Career break 4</b>	
29 Where are you likely to move on to?					52.....

30 **Perception of employment alternatives**

	<b>Strongly agree 1</b>	<b>Agree 2</b>	<b>Disagree 3</b>	<b>Strongly disagree 4</b>
If for some reason I were to leave my current job, I am				



confident that I could quickly get another job at about the same pay.					53.....
---	--	--	--	--	---------

**7 Performance and reward**

31 Have you received a formal performance appraisal during the past year? 54.....

32 Is your pay related to your personal performance in any way through some sort of performance or merit related pay? 55.....

33 Last year, did the performance related element amount to more than five per cent of your pay? 56.....

34

<b>Strongly agree</b>	<b>Agree</b>	<b>Disagree</b>	<b>Strongly disagree</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>

Excluding minimum CPD, I have been given training and development over the last 12 months. 57.....

I have sufficient opportunity to be involved in interesting work. 58.....

I feel I am fairly rewarded for the work I do. 59.....

**8 Trust in management**

**SA Agree Disagree SD**

35

	1	2	3	4	
I feel my employer is open and honest with me (Do not ask partners)					60.....
I trust the partner responsible for me to look after my best interests					61.....
I trust senior management to look after my best interests					62.....
I trust my firm to keep its promises or commitments to me and other employees					63.....

**9 Work motivation**

36	<b>Strongly agree</b>	<b>Agree</b>	<b>Disagree</b>	<b>Strongly disagree</b>
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
I feel motivated in my present job				

64.....

**10 The experience of change**

37 Has your firm as a whole been going through any major changes in the last two years?

65.....

**The direction of change**

38 On the whole, would you say that compared with two years ago things are getting better or worse at this firm or are they staying about the same?

Better  Same  Worse

66.....

**11 Work and life satisfaction**

39 I am satisfied with the following aspects of my life...

<b>Strongly agree</b>	<b>Agree</b>	<b>Disagree</b>	<b>Strongly disagree</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>

## Appendices

Work					67.....
Employer					68.....
Health					69.....
Finances					70.....
Work/life balance					71.....
Life as a whole					72.....

Any additional comments?

Thank you for taking the time to complete this questionnaire. Your help is greatly appreciated.

### Information to be inserted later

40 Sex

Male  Female

73.....

41 Average gross income

<£25,000

£25,000 - £49,999

£50,000 - £74,999

£75,000 - £99,999

74.....

## Appendices

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£100,000 - £199,999

£200,000 +

42 Number of offices

national

international

43 Office size (fee earners)

6-10

11-25

26-80

81-100

101-200

200+

44 Firm size (partners)

75.....

76.....

77.....

78.....

## APPENDIX 2: LETTER TO PARTICIPANTS

I work at Northumbria University and I am conducting research for my PhD on the psychological contract of solicitors, by looking at the expectations a solicitor has of their firm, and what they believe the firm expects of them. I plan to interview a cross section of solicitors from a number of City, national and regional firms to obtain a representative picture of how solicitors view their working lives.

I would like your help in gathering this information: it will entail a 20-30 minute telephone interview during which I will be asking you about your views on working at your firm, and how satisfied you are with a number of aspects of your career. I recognise that confidentiality is vitally important and I will ensure that this is maintained.

I hope you will find the interview interesting as it will provide an opportunity to reflect upon aspects of your working life. I will also produce a report summarising the situation at your firm, and I am happy to provide you with a copy. This will enable you to see how your colleagues feel about these issues.

I very much hope you would like to participate in this research. If so, please contact me either by email ([Helen.Douglas@unn.ac.uk](mailto:Helen.Douglas@unn.ac.uk)), or telephone (0191 227 4945) so that we can agree how we should proceed. I am happy to ring you at a convenient time when you can arrange some privacy, either at work or at home, as you prefer. I look forward to hearing from you.

Helen Douglas

### APPENDIX 3: DESCRIPTIVE SUMMARIES OF BACKGROUND VARIABLES

Background variable	Category	Percentage of sample
Gender	Male	44.5
	Female	55.5
Type of firm	National	81
	Regional	31
	City	8
	Other	8
Age	25 and under	10.2
	26-35	51.6
	36-45	23.4
	46-55	10.2
	Over 55	4.7
Work status	Full time	89.1
	Part time	10.9
Office size	1-10	4.7
	11-25	10.9
	26-8-	17.2
	81-200	64.1
	200+	3.1
Firm size	1-10	3.9
	11-25	25.0
	26-8-	7.8
	81-200	0
	200+	63.3
Position in the firm	Trainee	12.5
	Assistant solicitor	46.1
	Senior solicitor	14.1
	Salaried partner	14.1
	Equity partner	11.7
	Other	1.6
Typical working hours	Less than 20	0.8
	20-29	3.9
	30-39	10.2
	40-49	51.6
	50-59	25.8
	60+	7.8
Tenure	Less than 1 year	18.0
	1-5 years	48.4
	6-10 years	15.6
	11-20 years	11.7
	21-30 years	4.7
	31 years +	1.6
Ethnicity	White European	93.8
	Asian	5.5

## Appendices

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	African	0
	Chinese	0
	Other	0.8



#### APPENDIX 4: CONSTRUCTION OF VARIABLES

Name	Type	Description
		<b>Background variables - Organisational</b>
Office size	Interval	Single item, ranging from 1 = 1-10 fee earners to 6 = 200+ fee earners
Firm size	Interval	Single item, ranging from 1 = 1-10 fee earners to 6 = 200+ fee earners
Type of firm	Dummy	Respondents were asked for the firm name and location. Their responses were then compressed into three categories: National firm with offices throughout the country; Regional firm with offices throughout a region; and Other with a variety of firms throughout the country, including the City
		<b>Background variables - Individual</b>
Partner or not	Dummy	Two dummy variable were used where 1 was a fee earner and 2 was a partner
Age	Interval	6 point scale where 1 = 25 and under and 6 = over 55
Gender	Dummy	Male = 1, Female = 2
Tenure	Interval	Measured by the number of years the respondent had worked at his or her firm
Number of hours worked	Interval	Measured by the number of hours the respondent actually worked in a typical week
Work status	Dummy	A single dummy variable where the respondent reported whether h or she worked on a full time (coded 1) or part time basis (coded 2)
Ethnicity	Dummy	A single dummy variable where the respondent reported whether he or she considered himself or herself to be White European (coded 1). Other groups were coded 2-5.
		<b>Policy influences</b>
HR practices	Interval	This variable is a count across 10 items assessing HR practices. For the first 6 items below respondents were asked for their level of satisfaction on a scale of 1-4 with a particular aspect of HR. The remaining 4 items covered whether a particular item applied (coded 1), or not (coded 0). The 10 HR aspects assessed were communication practices; involvement in developing new areas or services; involvement in the way their work is done; provision of training and

		development; provision of interesting work; teamworking; formal performance appraisal; opportunity to vary formal working hours, opportunity to work from home; and performance related pay.
Experience of involvement	Interval	Three items asking respondents whether they had been asked by managers for their views in three areas egg I have been asked by managers for my views on wider business issues
Organisational support	Interval	Four items (egg This firm Cares about my opinions)
Organisational change	Dummy	Single item where respondents were asked whether their organisation as a whole had been going through any major changes in the last 2 years
		<b>The psychological contract</b>
Psychological contract	Interval	Four items assessing the level of honesty in the employer; the level of trust in senior management; whether key decisions are made fairly; and whether they feel fairly rewarded.
		<b>Attitudinal outcomes</b>
Loyalty	Interval	Single item: I feel very loyal to the firm I work for
Life satisfaction	Interval	Single item: I am satisfied with my life as a whole
Work satisfaction	Interval	Single item: I am satisfied with my work
Work life balance satisfaction	Interval	Single item: I am satisfied with my work life balance
Security	Interval	Single item: How do you feel about your present job security
Perceived employment alternatives	Interval	Single item where respondents were asked how confident they were that they could find another job at about the same level of pay
		<b>Behavioural outcomes</b>
Motivation	Interval	Single item: I feel motivated in my present job
Intention to quit	Interval	Single item: It is very likely that I will decide to leave this firm in the next year

## APPENDIX 5: RESULTS OF THE QUANTITATIVE SURVEY

Please see Chapter 6 for a full discussion

### Background variables

#### *Age range of respondents*

<i>Age range</i>	<i>Frequency</i>	<i>%</i>
25 and under	13	10.2
26-35	66	51.6
36-45	30	23.4
46-55	13	10.2
Over 55	6	4.7
	128	100

**Table 6-1** Frequency table of age range of respondents

#### *Age and gender*

<i>Age</i>	<i>Male</i>	<i>Female</i>
25 and under	4	9
26-35	23	43
36-45	12	18
46-55	12	1
Over 55	6	0
Totals	57	71

**Table 6-2** Cross tabulation of age and gender

#### *Gender and years qualified*

	<i>0-3</i>	<i>4-6</i>	<i>7-10</i>	<i>Over 10</i>	<i>Not yet qualified</i>	<i>Total</i>
Male	6	11	4	29	7	57
Female	23	17	7	15	9	71
Total	29	28	11	44	16	128

**Table 6-3** Cross tabulation of gender and years qualified

#### *Hours worked*

<i>Hours worked</i>	<i>Frequency</i>	<i>%</i>
Less than 20 hours	1	0.8
20-29 hours	6	4.7
30-39 hours	13	10.2
40-49 hours	65	50.8
50-59 hours	33	25.8
60 hours plus	10	7.8

**Table 6-4** Frequency table of hours worked

***Position in the firm***

<i>Position in the firm</i>	<i>Frequency</i>	<i>%</i>
Trainee	16	12.5
Solicitor	59	46.1
Senior solicitor	18	14.1
Salaried partner	18	14.1
Equity partner	15	11.7
Other	2	1.6

**Table 6-5 Frequency table of position in the firm**

***Position and hours worked***

<i>Position</i>	<i>20-29 hours</i>	<i>30-39 hours</i>	<i>40-49 hours</i>	<i>50-59 hours</i>	<i>Over 60 hours</i>	<i>Mean</i>	<i>Mean for non-partners</i>
Trainee	0	3	10	3		45.0	45.5
Solicitor	2	4	35	17	1	46.1	
Senior solicitor	1	4	9	4		43.9	
Salaried partner	1	2	7	4	4	46.1	<i>Mean for partners</i>
Equity partner	0	0	5	5	5	55.0	51.9
Other	1	0	1				
Totals	5	13	67	33	10		

**Table 6-6 Cross tabulation of position and hours worked**

***Time spent commuting***

<i>Time spent commuting each day</i>	<i>Number</i>	<i>%</i>
Up to 1 hour	43	33.6
1-2 hours	64	50.0
Over 2 hours	21	16.4
Totals	128	100

**Table 6-7 Frequency table of time spent commuting**

***Position and gender***

<i>Position</i>	<i>Male</i>	<i>Female</i>	<i>Totals</i>
Trainee	7	9	16
Solicitor	18	41	59
Senior solicitor	5	13	18
Salaried partner	13	5	18
Equity partner	13	2	15
Other	1	1	2
Total	57	71	128

**Table 6-8 Cross tabulation of position and gender**

***Years as partner***

<i>Date appointed partner</i>	<i>Number</i>	<i>%</i>
1971-1980	7	20.0
1981-1990	8	22.9
1991-2000	11	31.4
2001-2005	9	25.7
Total	35	100

**Table 6-9 Years as partner**

***Number of law firms worked for***

<i>Number of law firms worked for</i>	<i>No of respondents</i>	<i>%</i>
1	50	39.1
2	36	28.1
3	21	16.4
4 or more	21	16.4
Totals	128	100

**Table 6-10 Number of law firms worked for**

***Length of service***

<i>Length of service</i>	<i>Frequency</i>	<i>%</i>
Less than one year	23	18.0
1-5 years	62	48.4
6-10 years	20	15.6
11-20 years	15	11.7
21-30 years	6	4.7
Over 30 years	2	1.6
Totals	128	100

**Table 6-11 Frequency table of length of service**

***Caring responsibilities***

<i>Caring responsibilities</i>	<i>Number</i>	<i>%</i>
No	84	65.6
Yes	44	34.4
	128	100

**Table 6-12 Frequency table of caring responsibilities**

***Caring impact***

<i>Impact of caring upon work</i>	<i>Number</i>	<i>%</i>
No	97	75.8
Yes	31	24.2
	128	100

**Table 6-13 Frequency table of caring impact**

***Type of firm***

<i>No of fee earners</i>	<i>Number</i>	<i>%</i>
National firm	81	63.3
Regional firms	39	30.5
City firms	8	6.3

**Table 6-14 Frequency table of respondents in different types of firms**

***Number of fee earners in the office***

<i>No of fee earners</i>	<i>Number</i>	<i>%</i>
1-10	6	4.7
11-25	14	10.9
26-80	22	17.2
81-100	0	0
101-200	82	64.1
200+	4	3.1

**Table 6-15 Frequency table of number of fee earners in the office**

***Number of partners in the firm***

<i>No of partners in firm</i>	<i>Number</i>	<i>%</i>
1-10	5	3.9
11-25	32	25.0
26-80	10	7.8
81-100	0	0
101-200	0	0
200+	81	63.3

**Table 6-16 Frequency table of number of partners in the firm**

***Performance appraisal***

<i>Received appraisal</i>	<i>Partner</i>		<i>Fee earner</i>	
	<i>Number</i>	<i>%</i>	<i>Number</i>	<i>%</i>
Yes	22	66.7	78	83.9
No	11	33.3	15	16.1
Total	33	100	93	100

**Table 6-17 Cross tabulation of position and performance appraisal**

### *Experience of involvement*

<i>Experience of involvement</i>	<i>Strongly agree</i>		<i>Agree</i>		<i>Disagree</i>		<i>Strongly disagree</i>		<i>Total resp</i>
	<i>No</i>	<i>%</i>	<i>No</i>	<i>%</i>	<i>No</i>	<i>%</i>	<i>No</i>	<i>%</i>	
Views on their work	22	17.2	67	52.3	37	28.9	0	0	126
Views on developing new area	32	25.0	67	52.3	24	18.8	3	2.3	126
Views on wider business issues	24	18.8	56	43.8	42	32.8	3	2.3	125

**Table 6-18 Experience of involvement**

### *Perceived organisational support*

<i>Experience of involvement</i>	<i>Strongly agree</i>		<i>Agree</i>		<i>Disagree</i>		<i>Strongly disagree</i>		<i>Total resp</i>
	<i>No</i>	<i>%</i>	<i>No</i>	<i>%</i>	<i>No</i>	<i>%</i>	<i>No</i>	<i>%</i>	
General satisfaction	8	6.3	98	76.6	18	14.1	4	3.1	128
Well being	14	10.9	96	75.0	16	12.5	2	1.6	128
Opinions	6	4.7	87	68.0	32	25.0	2	1.6	127
Respect	24	18.8	94	73.4	7	5.5	2	1.6	127

**Table 6-19 Perceived organisational support**

### *Experience of change*

<i>Experience of change</i>	<i>Yes</i>		<i>No</i>		<i>Total responses</i>
	<i>Number</i>	<i>%</i>	<i>Number</i>	<i>%</i>	
Firm undergone major changes in last 2 years	94	74.0	33	26.0	127

**Table 6-20 Experience of change**

### *Direction of change*

<i>Direction of change</i>	<i>Number</i>	<i>%</i>
Better	52	43.7
Same	46	38.7
Worse	21	17.6
Total	119	

**Table 6-21 Direction of change**

***Procedural fairness***

<i>Procedural fairness</i>	<i>Strongly agree</i>		<i>Agree</i>		<i>Disagree</i>		<i>Strongly disagree</i>		<i>Total resp</i>
	<i>No</i>	<i>%</i>	<i>No</i>	<i>%</i>	<i>No</i>	<i>%</i>	<i>No</i>	<i>%</i>	
Views taken into account	10	7.8	50	39.1	56	43.8	10	7.8	128
Key decisions made fairly	10	7.8	85	66.4	25	19.5	3	2.3	123

**Table 6-22 Procedural fairness**

***Trust in management***

<i>Trust in management</i>	<i>Strongly agree</i>		<i>Agree</i>		<i>Disagree</i>		<i>Strongly disagree</i>		<i>Total resp</i>
	<i>No</i>	<i>%</i>	<i>No</i>	<i>%</i>	<i>No</i>	<i>%</i>	<i>No</i>	<i>%</i>	
Feel employer is open and honest	12	9.4	86	67.2	21	16.4	5	3.9	124
Trust line manager	32	25.0	60	46.9	17	13.3	8	6.3	117
Trust senior management	6	4.7	64	50.0	44	34.4	11	8.6	125
Trust firm to keep promises and commitments	11	8.6	87	68.0	22	17.2	7	5.5	127

**Table 6-23 Trust in management**

***Feel fairly rewarded***

<i>Feel fairly rewarded</i>	<i>Number</i>	<i>%</i>
Strongly agree	30	23.4
Agree	71	55.5
Disagree	23	18.0
Strongly disagree	4	3.1
Total	128	100

**Table 6-24 Feel fairly rewarded**

***Training and development***

<i>Satisfied with training and development</i>	<i>Number</i>	<i>%</i>
Strongly agree	74	57.8
Agree	44	34.4
Disagree	8	6.3
Strongly disagree	2	1.6
Total	128	100

**Table 6-25 Satisfied with training and development**



***Involved in interesting work***

<i>Interesting work</i>	<i>Number</i>	<i>%</i>
Strongly agree	65	50.8
Agree	56	43.8
Disagree	7	5.5
Strongly disagree	0	0
Total	128	100

**Table 6-26 Involved in interesting work**

***Views on the opportunity for promotion***

<i>Position</i>	<i>SA</i>	<i>%</i>	<i>A</i>	<i>%</i>	<i>D</i>	<i>%</i>	<i>SD</i>	<i>%</i>	<i>Totals</i>
Trainee	3	18.8	10	65.5	2	12.5	1	6.3	16
Solicitor	8	13.8	34	58.6	15	25.9	1	1.7	58
Senior solicitor	2	11.1	10	55.6	4	22.2	2	11.1	18
Salaried partner	4	22.2	8	44.4	5	27.8	1	5.6	18
Equity partner	3	23.1	8	61.5	1	7.7	1	7.7	13
Totals									123

**Table 6-27 Cross tabulation of position and views on opportunities for promotion**

***Expectations of the firm***

<i>Expectations</i>	<i>SA</i>		<i>A</i>		<i>D</i>		<i>SD</i>		<i>Total resp</i>
	<i>No</i>	<i>%</i>	<i>No</i>	<i>%</i>	<i>No</i>	<i>%</i>	<i>No</i>	<i>%</i>	
A reasonably secure job	56	43.8	56	43.8	12	9.4	3	2.3	127
Equality of treatment	98	76.6	27	21.1	2	1.6	1	0.8	128
Fair pay for the work you do	89	69.5	36	28.1	3	2.3	0	0	128
Opportunity for development	87	68.0	38	29.7	2	1.6	0	0	127
Interesting work	52	40.6	66	51.6	10	7.8	0	0	128
Opportunity for promotion	66	51.6	54	42.2	4	3.1	1	0.8	125
Kept informed about changes affecting you	77	60.2	49	38.3	2	1.6	0	0	128
Involved and consulted over changes	43	33.6	74	57.8	9	7.0	2	1.6	128
Job satisfaction	42	32.8	75	58.6	10	7.8	1	0.8	128
Reward for achievements	63	49.2	59	46.1	4	3.1	2	1.6	128
Be treated with respect.	103	80.5	24	18.8	1	0.8	0	0	128

**Table 6-28 Expectations of the firm**

## Attitudinal and behavioural outcomes

### *Job security*

<i>Job security</i>	<i>Number</i>	<i>%</i>
Very secure	40	31.3
Fairly secure	78	60.9
Fairly insecure	8	6.3
Very insecure	2	1.6
Total	128	100

**Table 6-29 Job security**

### *Position and job security*

<i>Job security</i>	<i>Fee earner</i>		<i>Partner</i>	
	<i>Number</i>	<i>%</i>	<i>Number</i>	<i>%</i>
Very secure	34	36.6	6	18.2
Fairly secure	53	56.9	23	69.7
Fairly insecure	4	4.3	4	12.1
Very insecure	2	2.2	0	0
Total	93	100	33	100

**Table 6-30 Position and job security**

### *Confidence in gaining another job*

<i>Confidence in gaining job</i>	<i>Number</i>	<i>%</i>
Strongly agree	44	34.4
Agree	59	46.1
Disagree	15	11.7
Strongly disagree	10	7.8
Total	128	100

**Table 6-31 Confidence in gaining another job**

### *Move city to find another job*

<i>Have to move city</i>	<i>Number</i>	<i>%</i>
No	84	65.6
Yes	44	34.4
Total	128	100

**Table 6-32 Move city to find another job**

### *Satisfaction with employment*

	Strongly agree		Agree		Disagree		Strongly disagree		Total resp
	No	%	No	%	No	%	No	%	
Experience									
Communication practices	16	12.5	84	65.6	22	17.2	6	4.7	128
Opportunity for promotion	20	15.6	70	54.7	28	21.9	6	4.7	124
Management style	22	17.2	76	59.4	26	20.3	3	2.3	127
Team working in your area	59	46.1	56	43.8	9	7.0	2	1.6	126

**Table 6-33 Satisfaction with employment**

### *Loyalty to the firm*

	Strongly agree		Agree		Disagree		Strongly disagree		Total resp
	No	%	No	%	No	%	No	%	
I feel very loyal to the firm I work for	34	26.6	73	57.0	15	11.7	5	3.9	127

**Table 6-34 Loyalty to the firm**

### *Level of motivation*

	Strongly agree		Agree		Disagree		Strongly disagree		Total resp
	No	%	No	%	No	%	No	%	
I feel motivated in my present job	31	24.2	83	64.8	10	7.8	4	3.1	128

**Table 6-35 Level of motivation**

### *Assessment of employment relationship*

Assessment of employment relationship	All fee earners	%	Fee earners	%	Partners	%
Excellent	13	10.2	10	10.8	3	9.1
Good	73	57.0	50	52.6	23	69.7
Fair	36	28.1	29	30.5	7	21.2
Poor	3	2.3	3	3.2	0	0
Very poor	3	2.3	3	3.2	0	0
Totals	128		95		33	

**Table 6-36 Assessment of employment relationship**

### ***Work and life satisfaction***

	<i>Strongly agree</i>		<i>Agree</i>		<i>Disagree</i>		<i>Strongly disagree</i>		<i>Total resp</i>
	<i>No</i>	<i>%</i>	<i>No</i>	<i>%</i>	<i>No</i>	<i>%</i>	<i>No</i>	<i>%</i>	
I am satisfied with the following aspects of my life									
Work	27	21.1	83	64.8	13	10.2	5	3.9	128
Employer	22	17.2	91	71.1	9	7.0	5	3.9	127
Health	36	28.1	75	58.6	17	13.3	0	0	128
Finances	13	10.2	84	65.6	30	23.4	1	0.8	128
Work life balance	12	9.4	62	48.4	44	34.4	10	7.8	128
Life as a whole	26	20.3	93	72.7	8	6.3	1	0.8	128

**Table 6-37 Work and life satisfaction**

### ***Intention to leave***

<i>Likely to leave</i>	<i>Number</i>	<i>%</i>
Strongly agree	9	7.0
Agree	11	8.6
Disagree	37	28.9
Strongly disagree	71	55.5
Total	128	100

**Table 6-38 Intention to leave**

### ***Destination if left the firm***

<i>Where move to:</i>	<i>Number</i>	<i>%</i>
Another similar firm	11	55
In-house counsel	4	20
Different sort of work	3	15
Retirement/career break	2	10
Total	20	100

**Table 6-39 Destination if left the firm**

## **Comparison of sample with Law Society statistics**

### ***Age comparison by gender and position***

	<i>Sample</i>	<i>Law Society</i>
Average age of males	41.1	43.7
Average age of females	31.3	37.4
Average age of partners	43.9	46.7
Average age of fee earners	32.4	41.0

**Table 6-40 Age comparison by gender and position**

**Number of years qualified**

	Sample		Law Society	
	Under 10	10 plus	Under 10	10 plus
Male	42.0%	58.0%	38.2%	61.8%
Female	75.8%	24.2%	65.6%	34.4%

**Table 6-41 Number of years qualified**

**Ethnic background**

	Sample	Law Society
Ethnic solicitors in private practice	3.6%	9.1%

**Table 6-42 Ethnic background**

**Position and gender**

	Sample		Law Society	
	Fee earner	Partner	Fee earner	Partner
Male	54.3%	45.7%	60.5%	39.5%
Female	86.8%	13.2%	82.4%	17.6%

**Table 6-43 Position and gender**

**Job satisfaction**

Level of satisfaction	Sample			Law Society		
	Overall	Male	Female	Overall	Male	Female
Job (employer)	89.0	91.1	87.3	66.9	69.5	64.6
Work	85.9	82.5	88.7	70.3	70.4	70.2
Job security	92.2	91.2	93.0	65.4	63.4	67.4
Pay	78.9	75.4	81.7	49.2	54.1	44.5
Opportunity to further career (promotion)	72.6	72.2	72.9	42.3	45.3	39.4

Source of data: The Law Society (2005a)

**Table 6-44 Job satisfaction in the solicitors' profession 2005**

**APPENDIX 6: TRANSCRIPT FOR ANGELA**

**INTERVIEW CONDUCTED ON 19 JANUARY 2005**

**\*CAN YOU TELL FIRST OF ALL ABOUT WHY YOU DECIDED TO BECOME A SOLICITOR?**

Because I was going to be the first member of my family that was going to university and I think my parents were fairly keen that there would be a job at the end of it. Also I would say that I had limited careers advice at school, was doing well at the school I was at and I think somebody just happened to mention that doing law would fit in with the A-levels I was doing. So I looked into law, thought it looked interesting and applied, and took it from there.

**\*WHAT SORT OF EXPECTATIONS DID YOU HAVE OF BEING A SOLICITOR AT THAT STAGE WHEN YOU MADE THE DECISION TO BECOME ONE?**

I didn't know that I wanted to be a solicitor.

**\*RIGHT, OK, SO YOU DECIDED TO DO LAW FIRST?**

I decided to do law first yes, and then entered advocacy competitions at university, did quite well, but then discovered that at that stage I think it was going to cost me and my parents to do a pupillage. So the next stage was to do the College of Law to become a solicitor and I was in the fortunate position of getting a full grant to go to Chester from my Local Authority.

**\*AGAIN GOING BACK, NOT WHEN YOU DID THE LAW DEGREE BUT WHEN YOU ACTUALLY MADE THE DECISION TO BECOME A SOLICITOR, WHAT ATTRACTED YOU TO IT? AND WHAT HAPPENED AFTERWARDS? JUST TO REASSURE YOU I DON'T ACTUALLY USE EVERY PART OF IT AND JUST USE PARTICULAR EXTRACTS TO MAKE A PARTICULAR POINT.**

I will say that I didn't have any huge expectations of what being a solicitor would be like. I became aware at the College of Law that there were lots of different areas you could specialise in and it was there that I realised that what I really really liked was civil litigation.

**\*SO NO HUGE EXPECTATIONS?**

Well except that I already, when I went to the College of Law, I already had articles with a firm that's now called Firm O in London and that was with a view to doing media law, because I was a musician, I had a musician background. So I think I had these naïve expectations that that would readily follow. But what happened was I did not enjoy working in London, and I transferred my articles back up to what became Firm E and did a property seat, a shipping seat, a litigation seat and a company seat and knew that litigation was what I wanted to do.

**\*I'D LIKE TO ASK YOU ABOUT YOUR EXPERIENCES AT EACH OF THE FIRMS THAT YOU HAVE ACTUALLY BEEN AT. THE FIRST FIRM...**

Firm O.

**\*HOW LONG WERE YOU ACTUALLY THERE FOR?**

I was only there for 6 weeks, I didn't last very long at all.

**\*SO WHAT WAS IT ABOUT IT THAT ...**

It was living in London. I had been to university in London, but being a student in London and working in London is a very different experience. And to be honest the immediate culture of very very long hours, and I had a situation where my friends were all off travelling, so all of that combined made it difficult for me to stay there, so I decided to move back to (Region).

**\*I DO UNDERSTAND THAT THERE MAY HAVE BEEN PERSONAL REASONS, BUT WHAT ABOUT THE FIRM ITSELF? ALTHOUGH THERE WERE EXTERNAL THINGS THAT WERE TENDING TO PULL YOU AWAY, THERE WAS NOTHING IN THE FIRM TO HANG ON TO BY THE SOUND OF THINGS, OTHERWISE YOU WOULD HAVE PROBABLY STAYED LONGER.**

I think it was the case that I went straight into Property and it was a small firm then, it's very big now, more of a boutique niche type firm, and if I had gone into the media or corporate area maybe the

result would have been different but I would say that it was quite an old fashioned department, with old fashioned male partners and I just don't think that I got the support that perhaps I should have had at the time. It was a case of throwing you in at the deep end and get on with it.

**\*I'D LIKE TO PICK UP THAT ISSUE ABOUT OLD FASHIONED MALE PARTNERS BECAUSE I THINK THAT IS PART OF THE CULTURE AND ENVIRONMENT AND, AS YOU SAID A PART-TIME FEMALE PARTNER IS SOMETHING THAT THERE IS NOT A LOT OF ABOUT, SO I'LL PICK THAT UP.**

Can I just say, to save you coming back to it – old fashioned partners but very very modern forward thinking firm. So old fashioned partners in the property department but overall a very very modern firm, because that was a difference that I noticed when I came up to (City).

**\*SO MODERN IN WHAT SENSE?**

Modern offices. Very modern support systems in terms of IT, and doing what was regarded as being quite trendy. Not your typical high street practice, but very trendy work. They would take libel actions out against the Mirror Newspapers and stuff like that.

**\*SEXY, SOME PEOPLE WOULD CALL IT.**

Yes.

**\*YOU LEFT THERE AND THEN CAME TO Firm E. WAS THERE A GAP BETWEEN THE TWO?**

No because I transferred my articles. What happened was we were all waiting for our solicitors final results and there was one Greek guy in Firm E didn't pass and I passed, so they swapped him for me for that training contract. And at that time training contracts were very easy to get. I think when I was at university you had the firms coming to you to try to persuade you to join them and the firms were taking on huge numbers of trainees. That's changed now. I left university in 1988, I started my training contract September 1989 and I was in Firm E by November 1989, and I went straight into the property department. Again, coincidentally the person whose place I took was in property, I had been in property, so I just walked straight into that seat. And the first thing that hit me was what old fashioned stuffy offices they were. You could virtually smell the dust. That was a big big shock. And also people having their own offices rather than being open plan. All the secretaries were in offices. That was (Building), so that doesn't lend itself to open plan working.

**\*INDEED. AND HOW ABOUT THE WAY THE FIRM WAS MANAGED, IF YOU CAN TALK ABOUT THAT? YOUR PERCEPTION OF THE WAY IT WAS MANAGED?**

Can you switch it off?

*(Tape was switched off for 5 minutes while she discussed personal relationships in the firm)*

**\*OK**

**\*SO WHAT WERE YOUR PERCEPTIONS OF THE FIRM AS A WHOLE, PERHAPS RATHER THAN THE DIRECT LINE MANAGEMENT? THE WAY SOLICITORS WERE TREATED, GENERALLY SPEAKING.**

It differed between partners. It was still very much a male dominated partnership. I think there was only one female partner, who was a salaried partner as well. But Firm E was also going through the initial stages of a potential national merger. It was then known as Firm EAB, but there was Firm ETB in Cardiff. So it seemed to me to be quite an old fashioned firm, but one that was looking to modernise and to grow. And being a trainee solicitor you didn't know an awful lot about what was happening in management. The only thing that you really knew about was how you were being treated by individual partners. Some partners were not very nice.

**\*CAN YOU GIVE ME ANY EXAMPLES OF BEHAVIOUR WHEN YOU SAY THAT THEY WEREN'T VERY NICE?**

Well there was one partner, I didn't have experience of this because I didn't do this particular area of specialisation, but there was one partner who just used to throw things around and be very rude. I did have experience of another partner who would have drinking binges and disappear for a fortnight and then come back.

**\*AND THAT WAS TOLERATED?**

Well, yes it was. And he used to swear at the staff and things like that. But then on the other hand you would get very professional partners who you really did learn a lot from.

\*IN SOME WAYS, WHAT YOU ARE DESCRIBING TO ME BELONGS A LOT LONGER AGO THAN THE LATE 80s. I DON'T KNOW IF YOU AGREE.

There was a situation where I shared a room with a partner in one area of specialisation, and he had a friend who was working on another floor in a different area, and they used to, when I look back on it now, make very inappropriate comments.

\*AND YOU DIDN'T SAY ANYTHING ABOUT IT AT THE TIME? YOU DIDN'T OBJECT AT THAT TIME?

It wasn't anything, it didn't get so serious that it was anything that I would have done anything about.

\*WOULD YOU NOWADAYS, IN A SENSE WITH A DIFFERENT CULTURE, WELL I REALISE THAT YOU ARE MORE SENIOR NOW AND THEREFORE IT IS LESS LIKELY TO HAPPEN, BUT WOULD YOU DO IT NOW? BECAUSE OBVIOUSLY IN THAT LENGTH OF TIME SOCIETY HAS MOVED ON IN TERMS OF RESPECT FOR PEOPLE.

Society has moved on. My reputation in partnership is being the person who ... I mean it is all treated very light heartedly, but if something happens where a slightly inappropriate comment is made they will immediately look at me for a reaction. We had a Christmas party, which was fantastic, really funny, had a murder mystery, but one of the characters was Mrs McDuff, the cook who was famed for her fluffy dumplings, and Mrs McDuff was in character, it was a man playing Mrs McDuff, came to our table and said "Hello my dear, are you famed for your fluffy dumplings?" And the whole room erupted because the firm knows what my feelings are about issues like that. That's not to say that I don't have a sense of humour, but one of the partners laughed and said "You have picked the wrong person there." So yes, I very definitely would have gone completely the other way and I am very alive to issues like that. But I think that is because I think I have been one of the people who has broken a glass ceiling to a certain extent. You have to fight really hard to get where you want to be in the legal world, I think.

\*INTERESTING WHEN YOU TALK TO A WOMAN YOU GET A DIFFERENT PERSPECTIVE ON ISSUES.

It's still a male dominated profession.

\*DESPITE THE FACT THAT MORE WOMEN ARE COMING INTO IT.

Yes.

\*I DON'T KNOW HOW LONG THAT IS GOING TO TAKE?

My university intake was the first year when the scales tipped in favour of women, so it was 51% women, 49% men. That was University A in London.

\*STILL NOT THAT LONG AGO, IS IT, IN THE SCALE OF THE HISTORY?

That was 1985.

\*HOW LONG WERE YOU AT FIRM E BEFORE YOU (unclear)

I was there until I ... well I will tell you this – I married a partner in the (Area of Law) department and there was a little bit of fuss about that and the Head of (Area of Law) and the partner who is in charge of trainees had a meeting with me and with my husband separately to decide whether I could stay on as a trainee on the basis that we were having a relationship.

\*WERE YOU STILL A TRAINEE AT THE TIME YOU GOT MARRIED?

I was a trainee at the time I got married, yes. So on that basis I did not think that I would be offered a contract when I qualified, but I was. I qualified in the litigation department and I eventually had a really terrible experience with the head of that department who did not operate an open door policy, who didn't cope well with stress, who I would say, with the benefit of hindsight, was a bully. And it got to the stage where I absolutely dreaded going to work, hated the idea of going to work. So I knew that I needed to move on, and I joined Firm R in January 1993 and it was a breath of fresh air.

\*FOR A NUMBER OF REASONS THERE REALLY, PERSONAL IN TERMS OF PUTTING WATER BETWEEN YOU AND YOUR HUSBAND.



It was difficult to be married to a partner, because if the partners were ever having a meeting some people would say to you "What's the meeting about?" So you did become aware of confidential issues, and so it was a lot better for me and probably better for my husband that we weren't working in the same firm anymore. Although now, he's at Firm D and Firm D have got lots of married people working there.

**\*IDEAS CHANGE DON'T THEY, ABOUT WHAT.... SO YOU CAME TO FIRM R IN 1993 AS A SOLICITOR AND NOT A PARTNER?**

Yes.

**\*YOU SAID IT WAS LIKE A BREATH OF FRESH AIR. CAN YOU SAY A BIT MORE?**

It was because Firm R had a fantastic open door policy and if you had something and you didn't know what you were doing with it you could talk to any number of partners and nine times out of ten you would get an answer. It was hard work and I was dealing with some very very different cases which were really interesting, but I also worked directly with a partner who in some ways was very old fashioned. I had been practising under my maiden name of (Smith) and it was made very very clear to me without him saying anything that he didn't approve of that. He was the type of person who still called his secretary Mrs Dixon and you still called him Mr Whatever. It was only when I became a partner, and he had actually retired at that stage, that I was allowed to call him by his first name, and I still find it a very uncomfortable experience. So in that sense Firm R was even more old fashioned than anything else that I had experienced. There were small offices in (Street), before we had even expanded into the other building, it was purely in Number 1. Very very small, all carpeted. The IT wasn't anything flash.

**\*I REMEMBER THAT BEING INTRODUCED.**

Very old huge computers. The partner I was working for wouldn't even have his computer on his desk; it was lifted up and put on top of the filing cabinet. It was a different way of working but I learned huge amounts from it.

**\*WAS THAT BECAUSE OF THE SORT OF CASES YOU WERE GIVEN TO WORK ON?**

Yes. The cases were really really interesting. Also because the people who I was working with, for all that people have their faults, I was learning a lot from them and they had time. I mean they didn't really have time but they made time.

**\*SO WHEN DID YOU BECOME A PARTNER?**

My eldest daughter was born in June 2004 (*later corrected to 1994*), so in actual fact I got pregnant before I had been employed for 2 years. And this was another negative experience for me because the then managing partner was a partner in the (City) office and he told me in no uncertain terms I would be getting the bare statutory minimum, which I was a little bit miffed about, which then was peanuts. I think that the person who I was working for thought that I wouldn't be coming back, but there was another solicitor who had been a trainee there as well and she was pregnant at the same time but she gave birth three months before me and she indicated that she wanted to come back part-time and that was accommodated and that was quite unusual at that time. Now I thought that I would be coming back full time but within the first week of coming back to work I knew that I couldn't work full time. I went to see one of the partners, not the partner I directly work with, it was (Partner) who is one of the people you will be talking to. I walked in his office and burst into tears. I couldn't control myself and said that I couldn't work full time. He was obviously a bit embarrassed and said that they would see what they can do and they did accommodate that. So I came back to work three days a week.

**\*SO THAT WAS IN JUNE 2004?**

1994 sorry. I joined them in January 1993 and I had obviously had a child by... so I was obviously not entitled to anything other than the bare statutory minimum.

**\*SO THAT WAS THREE DAYS A WEEK. SO YOU WENT BACK THREE DAYS A WEEK BUT YOU WEREN'T PARTNER AT THAT STAGE?**

No I wasn't partner then. Obviously Firm R was growing quite a bit, we had moved into the other offices, and I was still mainly working for this particular older partner except I now had my own office. I remember, and this was before the whole appraisal system started, I remember going to see him, and I think by that time I had had daughter number 2 so it must have been some time after 1997, and I said to him "What about my future prospects?" He made it clear to me that he regarded me as

simply treading water because I had had children and I was working part-time. And I was really really cross about that. And it subsequently turns out that that wasn't the view of the partnership, that was his view probably, but what control did I have over whose views he was representing. I couldn't really judge that. I can't remember when he retired, I think it was about 1999, but he and I together had developed this specialism from 1994 which was dealing with (Type) cases, and more and more he wasn't dealing with those types of cases and I started to have more involvement with them. Then he retired and another partner who had a large group of cases got me more involved in those, and as a result I was juggling (Type) work and the (Type) work, which was really taking off. And then it was suggested to me that I become Head of the (Type) Unit, which was dealing with heavily sensitive cases like (X), (Y), (Z), and I had been making noises about partnership anyway and was made partner in October 2000. So I had a three year old and a six year old at that stage and I was still working part-time. I was still doing three days a week then.

**\*ARE YOU FULL TIME YET?**

I do 80% of a fulltime job. So I finish at three o'clock on a Thursday to pick my daughters up and I don't work on a Friday, subject to trials and meetings and things like that.

**\*SO FROM THAT POINT OF VIEW YOU COULD SAY THAT FIRM R WAS ENLIGHTENED.**

I think that for all that I had these hiccups with them I think that they are and have been enlightened, because I think they have been more enlightened than some of the firms in (City) have been and have been supportive of working part-time. Having said that Helen, I do think that they get their money's worth. And I think that they have been astute enough to recognise that, they have got a lot of part-time women now.

**\*SOLICITORS AS WELL AS SUPPORT STAFF?**

Yes

**\*DO YOU FEEL THAT IT IS AFFECTING YOUR ABILITY TO DO YOUR JOB OR YOUR ABILITY TO BE RECOGNISED WITHIN THE FIRM?**

No. I think it would make life easier for Firm R and for work generally if I was to say that I will work full time. But I know for me personally it wouldn't help to work full time, if anything I would prefer to go back down to three days a week again because as my children have got older you expect that things get easier but in actual fact they get harder. Homework and all the other things. The other important thing to say is that I would not have been able to do any of this if I did not have the support of my parents because since the age of three my parents have looked after my kids on the days that I have been working. So now they will pick the kids up from school, take them home, do their homework if they can, feed them, and sometimes they've cooked dinner for my husband and I to have. I think, in my own personal view, if you have a relationship it tends to be that one of the people will have the more high profile, more high pressured job because it's typical to have a family and both of you do the same. Now my husband is Head of (Area of Law) at Firm D.

**\*SO HIS JOB IS QUITE FULL.**

Yes. And I would not have been able to do this if it had not been for my parents. I have a very good friend who I met at university and she has had three children and she was working in the City and she eventually became a public support lawyer and then gave up altogether because her husband was also a solicitor. In the City, the culture is hugely long hours, she wasn't even getting home for bath time so she just decided that she didn't want to do it. She has now given up altogether but has a bit of a chip on her shoulder about the fact that she has lost her potential career.

**\*SHE HAD TO CHOOSE.**

Yes, she had to choose. There wasn't a compromise for her, whereas for me there has been a compromise.

**\*DO YOU SEE YOURSELF STAYING AT FIRM R FOR THE FORESEEABLE FUTURE?**

I think that they have my loyalty because they have had the foresight to see that part-time working is good for both parties and I wouldn't be able to work full time, so I might have had to make the same choice.

**\*IS BECOMING AN EQUITY PARTNER SOMETHING THAT IS ON YOUR CAREER HORIZONS?**

I have very confused feelings about that issue because it's something that I should be fighting for now, and in September I let the partnership know that equity partnership was not something that I personally was interested in at this stage in my career. The reasons that I am confused about it are 1) really I feel I can't give any more than I give at the moment because of my family commitments, but the reality is that I am probably giving as much as an equity partner would give anyway because I am conscientious and I have had quite a lot of marketing success. I need to get out of this office and go to as many of the different new contacts that I have made, but actually that would be to the detriment of my family to be away a lot, so I do some of it but I don't feel I can do all of it. If I was to be an equity partner I think I should be doing all of it.

**\*DO YOU HAVE ANY PLANS TO GO BACK FULL TIME?**

I don't think I'll ever go back to work full time. My mum said to me a few years ago, obviously when the girls were getting older I did come back the extra five hour day on a Thursday when my younger daughter went to school, but my mum said to me to think very hard about whether you ever do come back to work full time because you probably need that day, and you do. You need that day to run around and do all the things that would eat into what the family can do over the weekend. And I do regard that as being very much a luxury for me, having that day. It causes a bit of an argument at home because my husband will say "How's your day off been?" It's not really a day off!

**\*THE CLEANING AND THE SUPERMARKET...**

Yes, he is very good as well though, he does do quite a lot.

**\*DO YOU THINK THERE IS A POSSIBILITY THAT THEY MIGHT CONSIDER EQUITY PARTNERSHIP FOR SOMEBODY WHO IS PART-TIME?**

I don't think being part time is any obstacle to being an equity partner, definitely not. I am the obstacle to it, probably.

**\*WHAT ARE THEY LOOKING FOR FROM AN EQUITY PARTNER? THE ABILITY TO (unclear)?**

Yes, you have got to ... being a solicitor has changed over the last few years. My husband refers to it as prostitution, in a very facetious way because it's not like it was in the old days where your work came through the door, you do your work and then you go off to the club for a drink and you come back and sign your post in the afternoon. It's not like that at all. To be a partner you have got to be able to show that you can do everything. You have to be able to do the work, bring in the work, and all the other things – manage the staff and everything. You have got to be able to do it all.

**\*YOU OBVIOUSLY FEEL THAT YOU HAVE THE ABILITY TO DO IT THAT? YOU ARE DOING IT ALL ALREADY?**

Yes, I just don't have the desire to do that extra last bit. Although, as I say I am probably doing it anyway. But for me it is that sense of being conscientious and feeling that one is duty bound to do all of these various things. I put pressure on myself anyway, but if I was an equity partner I would feel that extra pressure and I don't think that I cope with pressure very well and I need to not have the extra pressure so that I can keep everything ticking over at home.

**\*AS A WORKING MUM I UNDERSTAND COMPLETELY, BUT ONE OF THE THINGS THAT I AM LOOKING AT IS SOLICITORS AND THEIR CAREER IN TERMS OF WHAT EXPECTATIONS PEOPLE HAVE WHEN THEY CAME IN AND HOW THAT CHANGES OVER THE YEARS.**

I think the reason why that is interesting is that it has always been the case that you have not achieved the Holy Grail unless you have become a partner. People still regard becoming a partner as being the ultimate. There are more people who think "Well, I can see what partnership means; it means a load of stress and a load of hassle and I don't want that thank you very much, I am happy to remain a solicitor, I get enough job satisfaction from that." I think there are more and more people like that, but the majority of people still do want to have achieved that Holy Grail. I think that if we move away from traditional partnerships that might make things very much more different.

**\*HOW MANY FEMALE PARTNERS ARE THERE HERE AT FIRM R?**

We have got two new female partners in the last few months. We had a partners' meeting on Monday night and we sat round the table and I said how refreshing it was to see so many women round the

table because all my career I have sat in meetings where I have been the only female. So I think there are five of us, five female partners.

**\*ARE ANY OF THEM EQUITY PARTNERS?**

Two of them are equity partners.

**\*THAT MIGHT BE A HIGH PROPORTION COMPARED WITH MANY FIRMS. WHAT I'D LIKE TO TALK ABOUT NOW IS A SITUATION OR SITUATIONS WHERE YOU FEEL THAT THE FIRM, WHICHEVER FIRM YOU WERE WORKING FOR, LET YOU DOWN IN SOME WAY. WHERE YOU EXPECTED TO BE TREATED IN A PARTICULAR WAY AND THEY DID NOT TREAT YOU IN THAT WAY. OR IF IT WASN'T FOR YOU PERSONALLY BUT WHERE YOU SAW SOMEBODY AROUND YOU BEING TREATED IN A WAY THAT YOU THOUGHT WAS UNACCEPTABLE, NOT WHAT YOU EXPECTED FROM THE JOB. YOU REFERRED TO SOMEBODY SHOUTING AND THROWING THINGS, THAT WOULD BE AN EXAMPLE BUT THEY DIDN'T ACTUALLY THROW THINGS AT YOU. I JUST WONDERED IF YOU HAD ANY PERSONAL EXAMPLES.**

That partner is still at that firm. I need to be careful here from a defamatory perspective, but my understanding is that he still displays that type of behaviour, where his swearing is really bad, where you don't know what mood he is going to be in from one day to the next, he throws things around the room, he goes on drinking binges and all the rest of it. So he, according to what I have been told, hasn't changed, and I don't think that that is acceptable.

**\*NO, BECAUSE IT IS NOT TREATING PEOPLE WITH RESPECT, AND THAT MIGHT BE ... PEOPLE DON'T USUALLY ARTICULATE WHAT THEIR EXPECTATIONS ARE, THEY ONLY KNOW WHEN THEY HAVEN'T BEEN MET. I THINK THAT IS WHAT IT AMOUNTS TO. YOU HAVE GOT CERTAIN EXPECTATIONS, PEOPLE SIT HERE AND THROW A BISCUIT AT YOU, AND IT IS ONLY WHEN IT DOES HAPPEN THAT YOU THINK "GOSH I DIDN'T EXPECT THAT TO HAPPEN." SO CAN YOU THINK OF OTHER OCCASIONS WHEN THINGS HAPPENED TO YOU PERSONALLY THAT YOU DIDN'T EXPECT BECAUSE THAT WOULD SHOW WHAT YOUR EXPECTATIONS WERE REALLY. WERE YOU TREATED IN A WAY THAT YOU DIDN'T THINK WAS RIGHT.**

When I asked about my future prospects and I was told that because I had had two children and was working part-time then I was regarded as treading water.

**\*ANY OTHER INSTANCES? THEY MIGHT BE QUITE SMALL REALLY BUT GIVES AN INSIGHT INTO... BECAUSE PEOPLE DON'T THINK ABOUT THEIR EXPECTATIONS, YOU DON'T THINK ABOUT IT IN THOSE SORT OF TERMS.**

I have had some difficult experiences with clients, male clients. Because when you are in a situation where there is a dinner and there is lots of alcohol, I have had a few occasions where I have had inappropriate comments and actions from a client, which I don't think I should have to put up with at all. And I am sure that I am not the only one who has had that experience.

**\*HAVE YOU EVER REPORTED THIS TO THE FIRM?**

Oh yes. The partners have been aware of it.

**\*HAVE THEY TAKEN ANY ACTION OF ANY SORT?**

No, I would say that I had made clear that I wouldn't wish to put myself into that position again with that particular client. So there is an avoidance strategy.

**\*ANYTHING ELSE WHERE YOU HAVE FELT LET DOWN THAT YOU DIDN'T THINK THAT WOULD HAPPEN?**

I have felt let down before but that may be due to my own misunderstanding or perception.

**\*THAT'S INTERESTING BECAUSE PART OF IT IS WHAT MESSAGES ARE SENT IN TERMS OF... SO CAN YOU GIVE ME AN EXAMPLE?**

I have expressed my concerns in the past about the fact that I feel that communication is not what it should be. And to a certain degree I think it may be because some people in management find it easier to talk to men than they do to talk to women, it's an easier relationship. An example is that a lot of the male partners, and some of the female partners, are very keen on football. Now I don't have that, I am not keen to talk about that, so that lends itself to an easier relationship. Because of the work that I do,

there are only a few of us doing it, I am the only partner who is doing it but don't have the support sometimes that I feel that I should have and feel very isolated in terms of where I am sat in the building. I mean it's fine, it's quiet, because the work is sensitive I need to be in a quieter part, but I have often felt isolated from what is happening. That's another reason why I am not interested in being an equity partner. So it's not all roses working here, by any means, but it is better than not.

**\*THERE IS NO JOB THAT IS PERFECT I AM SURE.**

There are examples of the part-time thing leading to you being overlooked sometimes on certain things. You get missed off emails and things. Another example is that I get very frustrated because a lot of meetings get put in at times when I don't work, but you know the meetings are not set for my convenience, they are set for everybody's convenience, but I went through a phase of having to juggle childcare a lot. I think sometimes my ability to juggle is taken for granted. But I regard that as one of the things you have to put up with in order to have the luxury of working part-time.

**\*WHAT YOU HAVE JUST MENTIONED MIGHT BE AN EXAMPLE OF THAT, WHERE YOU FEEL THAT YOU HAVE GONE THE EXTRA MILE, DONE MORE THAN COULD HAVE BEEN EXPECTED OF YOU?**

Oh it happened last week. It happened last week.

**\*IT HAPPENS MORE REGULARLY...**

It doesn't happen too often, but it happened last week. But because I am more or less working on my own with a team of fee earners but with no other partners, nobody knows about the extra mile unless you shout it from the roof tops, and you don't want to do that because you are going to cheese people off. So it has only once ever been recognised and it was in my last meeting, when you have to do your personal business plan. I had my last meeting with (Managing Partner) on that and he clearly recognised that I had been going that extra mile. This is the other thing that is very good about Firm R, I negotiated a facility a couple of years ago so that I could take an extra 20 days holiday a year unpaid, and that was to cover the big summer holiday period. And that was great, but the reality is that I haven't actually done it. I have taken unpaid holiday during the summer, but in the end I haven't taken all my paid holiday entitlement, so it has all been ... because you can never predict with the work that I do what is going to happen to it because it blows up and then it calms down and then it blows up. When it blows up I have got to do that extra bit of work. It was in a discussion about that with (Managing Partner) when he said it was recognised that I do work beyond perhaps what I need to.

**\*THAT MUST HAVE FELT GOOD.**

Yes. I said to him that I was really really pleased that he had said that to me, because I think that encourages you to keep doing it. It is when you feel taken for granted that ...

**\*ABSOLUTELY.**

But I do think it is good that Firm R have allowed that facility – the twenty days unpaid.

**\*SO IN THOSE YEARS WHERE YOU HAVEN'T TAKEN ALL OF YOUR REAL LEAVE – DO YOU GET EXTRA MONEY TO COMPENSATE FOR THAT?**

Well at the moment I am busy having my salary deducted for the extra days that I took during the summer, but at the end of the financial year they will have to put it back in because I won't have taken my proper holiday.

**\*SO YOU DON'T ACTUALLY LOSE IT? THEY DO SORT IT EVENTUALLY?**

No, I don't lose it.

**\*THAT IS PERHAPS A GOOD EXAMPLE OF WHERE YOU FEEL THE FIRM HAS GONE THE EXTRA MILE FOR YOU. ARE THERE ANY OTHER EXAMPLES WHERE YOU THINK THE FIRM HAS DONE MORE THAN YOU MIGHT HAVE REASONABLY EXPECTED?**

I can't think of an example.

**\*ANY OF THE OTHER FIRMS THAT YOU HAVE BEEN IN?**

Definitely not in any of the other firms. Really I haven't got that much experience of other firms, if you look at my career history I have been at Firm R for a long long time now.



\*I THINK THAT HAS COVERED THE THINGS I WANTED TO ASK YOU, BUT IS THERE ANYTHING ELSE THAT YOU THINK I HAVEN'T ASKED QUESTIONS TO PROBE THAT YOU THINK WOULD BE INTERESTING FOR ME TO KNOW ABOUT BEING A SOLICITOR, BEING A FEMALE SOLICITOR, BEING A FEMALE PARTNER?

I think it would be interesting to observe from the literature over the last few years, I think the City firms are starting to recognise that there is something to be gained in having part-time staff; because they are losing, I think the Law Society has got statistics which show that women drop off the roll of solicitors a lot at a certain age, I think it is early 30s, when they clearly have gone off and had their children and it isn't working to come back. I always find it interesting to read that type of information. But I still think there is a culture in the City where working part-time is doing what we would regard as fulltime. As I say, my friend's husband is now partner at a big firm called Firm S, and he doesn't come until ten o'clock at night, sometimes doesn't come home at all if he has got big deals on. So if you feel that you are working in that environment and you have a family, I suppose it is very difficult.

\*I AM ACTUALLY MEANT TO BE IN LONDON NEXT WEEK AND TALKING TO A CITY FIRM TO GET THAT COMPARISON.

I think that there still is a big gap, and that's not to say that they are more successful than we are. It depends on what you base success. I personally think that being an equity partner is not the Holy Grail anymore, that people feel around and sometimes think that it's a bit pathetic the work-life balance, but I actually think that the work-life balance is more important to some people than the financial reward.

\*IT IS MORE IMPORTANT TO YOU.

It is more important to me.

\*OBVIOUSLY THE FACT THAT YOU ARE MARRIED TO SOMEBODY WHO IS DOING QUITE WELL MAKES IT EASIER FOR YOU TO MAKE THAT JUDGEMENT. BUT EVEN IF HE WASN'T EARNING QUITE SO MUCH MONEY, IT SOUNDS LIKE FOR YOU THE WORK-LIFE BALANCE WOULD BE AS IMPORTANT.

It is because I like to see my kids, I like to make sure that I am. I feel guilty anyway compared to... there are lots of examples of when you feel guilty as a parent, but picking up my daughter on Thursday and having the phone glued to my ear because something has happened, that doesn't happen very often but you feel bad because your daughter is coming out of school, and then you have got another mother standing there who doesn't work at all and who has all the time in the world to take her child to this activity, that activity. My children's activities are constrained by the fact that I work even the hours that I do work, but I still think that it is the better balance, it is better for me and it is better for them.

\*OK THAT HAS BEEN VERY HELPFUL AND I AM VERY GRATEFUL.... I HAVE GOT A THESIS WHICH IS ABOUT WORK-LIFE BALANCE AND CAREER.

Is that all the type of information that is helpful to that?

\*YES, ABSOLUTELY, WHAT ARE YOUR EXPECTATIONS? REALLY THAT IS WHAT IT AMOUNTS TO. IF YOU ARE MANAGING SOMEBODY'S EXPECTATIONS. IF YOU ARE MEETING THEIR EXPECTATIONS THEN THEY ARE LIKELY TO FEEL SATISFIED. IF YOU DROP BELOW THEIR EXPECTATIONS THEN THEY ARE LIKELY TO BE UNHAPPY AND LEAVE, AND IF YOU EXCEED THEM THEY ARE VERY LIKELY TO BE VERY LOYAL TO YOU. BUT A LOT OF PEOPLE ARE NOT SURE WHAT ARE THE EXPECTATIONS, AND WORK-LIFE BALANCE IS ONE THAT IS REALLY ON THE RISE ON THE AGENDA IN CITY FIRMS AS WELL AS IN PROVINCIAL FIRMS.

I think it is, because I think people recognise that things have gone just a little bit too crazy.

\*I WAS TALKING TO A SOLICITOR LAST WEEK AND HE WAS SAYING THAT HE HAS A DAUGHTER AND HE WOULDN'T ADVISE HER TO GO INTO LAW. WOULD YOU ADVISE YOUR CHILDREN TO GO INTO LAW?

Well, it's interesting because we have this conversation. Neither of us would advise our daughters to go into the law but we wouldn't positively discourage them from doing it.

\*WHY WOULDN'T YOU ENCOURAGE THEM?

Because, we haven't really talked about this, I think that clients have huge expectations and that it is very very competitive. It has become much more competitive. Obviously it depends on what area you do, but my experience of doing insurance work is that with ever larger insurance firms and decreasing panels you really have to fight for that work – it is much more stressful. I think it can be very very hard pressurised work and there are probably other things out there. I think that if I had my time again I would have done my degree in something that I really ... because I didn't enjoy my degree, conversely I enjoy the practise more. I did Classics A-levels, I did Latin and Ancient History, and I would have done a Classics degree or an English degree, but my parents felt that what would you do at the end of that? I think there were concerns that I wouldn't have a purpose.

**\*IT'S THE VOCATIONAL QUALIFICATION.**

It's the vocational side of it. And also because, as I said before, I was the first person to go to university and they were concerned about the financial aspects as well.

**\*THAT'S SOMETHING THAT YOU HAVEN'T PUT A LOT OF STRESS ON – THE MONEY SIDE OF THINGS. EITHER THE PERSONAL MONEY THAT YOU EARN OR THE PRESSURE ON BILLING AND SO ON, YOU KNOW THE FEE EARNING.**

Oh yes. There is loads of pressure on fee earning.

**\*BUT THAT'S NOT SOMETHING THAT YOU BUBBLED UP AS ONE OF THE FIRST THINGS.**

I think I just accept that if that is what is required then that is what is required. In terms of the fee earning, I can see what are we here for – we have got to make money. There is pressure on that. I have a personal responsibility for ensuring that the rates that we are giving my clients that I am responsible for are at the right level for certain fee earners doing that work. It's just part of the job, you have just got to get on and do that. As far as my own personal view of money is, well I could earn a lot more if I worked full time, but that isn't what I want because I value the work-life balance more. But as you point out I am married to someone who earns a lot more than I do and therefore I have the luxury of being able to make that decision. I may have a slightly different attitude if I was on my own

**\* DO YOU FEEL APPROPRIATELY PAID FOR WHAT YOU DO?**

No.

**\*YOU THINK THAT YOU SHOULD GET MORE FOR WHAT YOU PUT IN?**

Yes, I do. I had a good increase last year, and I definitely wasn't being paid at the level I should have been paid at. I had a very good increase last year so I was happy with that. In the round, probably still not being paid what I should be being paid for what I do. But there are lots of different pressures that I recognise, rates have been going down rather than going up because of pressure from clients. You have to be realistic.

**\*IN THE NEXT ROUND NEGOTIATE AGAIN, PERHAPS.**

You just have to see what happens. But that's when you have to judge, is my loyalty such that I am prepared to stay even though I don't feel that I am being paid what I am worth. The answer is yes, at the moment.

**\*FOR NOW.**

Yes.

END OF INTERVIEW

## APPENDIX 7: EXTRACTS FROM TRANSCRIPTS INDICATING CATEGORISATION WITHIN THE MODEL

Fulfilled achiever	
Equity partner	
Alan – very successful and enjoys work	I knew that in order to do the things I wanted to do and avoid the things I didn't want to do I had to control my own destiny which was to develop a business
	Basically anybody who wasn't a partner was a slave
	The loyalty, the support, the friendship, the ideas, I think that sort of goes beyond what one would expect to find within a working relationship
Cliff- very successful and enjoys work	I found in that place surrounded by people who really were bright, the thrill of unpacking intellectually demanding issues and problems in a way and I've never lost the thrill.
	I enjoy the strategy of trying to look into the future and predicting what is going to happen and then doing something about it
	It's a combination of the quality of the work, the relationships with clients and the people you work with
Hazel – grateful to be part time equity partner	It has turned out very well because I do love it
	I thoroughly enjoyed my experience there, did the work I do now so I found what I enjoyed, I found my niche.
	I am ridiculously grateful for them accommodating a part-time equity partner... I think that they have been as supportive I could realistically expect



Jack– very successful and accepts that long hours are expected of equity partners	As a partner you have to work hard and you can't work less hard than the people around you, therefore there's lots to do and you work hard – that's just the way it is. If you've done it for a long time you become immune to it – you get used to it
	You're an equity partner your role is to work whenever you need to work – that's your job
Patrick – very successful and enjoys the management side of his work	So Management is a different challenge, it is different, it is a different set of skills. It is going away from some of the tedium of fee earning
	There is quite a lot of pressure to get things done, but that's just the way it is.
	The question of promotion to partnership, everybody knows the sort of expectations and the sort of things you have to do, it is therefore a choice for each individual
Steve– very successful and enjoys work	Building the practice since then has probably been one of the most personally satisfying elements of my career
	I think life as a solicitor has generally lived up to my expectations, although I increasingly feel now that some of the enjoyment is being squeezed out by the ever increasing level of commitment required
Stuart– very successful and enjoys work	It is great fun and I am having a great time with this firm, so that's good and I love my colleagues, and I look forward to work, which is great
	I am pleased to be a solicitor, I think it is a great calling.

<b>On track seeker</b>	
Katy – made decision she does not want children and wants promotion	My perception seems to be you need to be 10 years qualified before you're a partner. They're putting it off not because they think you're not ready, they're putting it off because the longer they can do this the longer they can keep you on an associate's salary
	I'm certainly being given the steer and given work that I know I need for a partnership application. I know the boxes that need to be taken
	I think if I don't get the recognition here and I can't make it here then I think I would have to consider whether my skills would be better suited to something else
	I like working here, I've made some really great friends and I don't want to leave but on the other hand I'm not prepared to be taken for granted, so we'll have to wait and see what they say about partnership
Natalie – some ambivalence about equity partnership as she may wish to start a family	The actual process [to apply for promotion to partnership] can last for up to 2 years, development centres. You're expected to build a business plan for you and your team and bring new work in so it can take a long time to do.
	My personal hope is that yes I will get to partnership because I enjoy the management side of things and I enjoy interacting with people and hopefully, fingers crossed, they have recognised that
	The first option would be to leave and pursue a partnership at another firm knowing that the strength of my associate position here would be enough to get me on a partnership at another firm.
	At the moment because I enjoy working here if that application wasn't successful then I honestly don't think it would be the end of the world for me ... things may change in the next few years so guessing the importance of your career against possible family commitments at that time

	Personally I do foresee having family but I wish that there would be a way of balancing a career and having a family.
Pete – acceptance of how difficult it is but prepared to leave if he does not achieve partnership	In terms of salary partner I would hope in the next 4 years and equity partner I don't know. I know in some firms it's a given that once you get to salary partner as long as you're doing the work and bringing in the fees you'll automatically go up in 2 years.... If I didn't make it in the next 4 years I would leave.
	I've done everything I can possibly do and to me I haven't done what I should be doing in the normal course of my job, I've done more, I've gone that extra mile.
	I think there's a lot of ticking the right boxes ... The politics in terms of manoeuvring yourself can be quite difficult and distracting from your job.
Phil – working very hard but enjoys the work despite some bullying	You're expected to stay till you do the job or till the job is done and so you're working till 11 o'clock at night, 6 o'clock in the morning type of thing ... but the hours are what they are.
	So few people are actually promoted to partnership and there are so many hurdles and hoops ... to me it feels so far off and so distant that it's something that's not really in my mind
	I followed the instructions and I did the piece of work and then the person who read it said 'what is this?', effectively tearing it up and shouting, swearing. You just think what else could I have done
	I don't know exactly what's there motivating me ... Because of the job I have I'm not restricted in terms of being able to afford and do certain things and that is a bit of freedom which is fairly new to me and which I suppose I'm still enjoying

Sam- salaried partner who is ambitious for promotion to equity	The big one is the work-life balance, if that is the right phrase. I never expected anything other than to work hard, but I work too hard. I think the job demands that we, not just me but we as a profession, work too hard and that takes its toll.
	You have an appraisal at the end of the year and one of the questions is what sort of salary/equity share are you seeking. My approach has always been to say one that is commensurate with the performance that I do and the results that I make.
	We spend a lot of time in marketing activities. I write a regular column in a local paper, I eat lots of dinners with lots of drunk people, I do training seminars for clients, often free of charge, all that sort of relationship building is expected and as you progress through the seniority of the firm you do more and more of that
	The training here is wonderful, there is always somebody here to go and speak to no matter who you are, and to come from one where I was utterly isolated to the other where there is this whole degree of protection was amazing, and that's worth all the titles and status that you can get
Sean – very ambitious. Will leave if promotion not forthcoming although really likes his current firm	I like to have my goals set and I've got to do my best to achieve them so from that point of view I'm very interested in how quickly I can make partner
	There is no way in the world that I want to leave ... I love being surrounded by very talented people
	If you don't make partner you're still going to be on a fairly good wage and have a fairly decent standard of living, obviously that is important

<b>Hopeful seeker</b>	
Dave – working very hard but not sure he is receiving appropriate recognition	I'm coming up to seven years qualified, I expected to get partnership at maybe six years,... The longer term prospects are not as good as they might have been... I think if I don't get it before next year or if I get put forward and then get turned down, then I'll be talking a very long hard look as to why that is ... I have to respond to that and the only response to that is to leave
	I would be very sad if I had to leave, I would feel as if external pressures have forced me out because I'm quite happy here, I like the people I work with
	I've consistently worked longer hours and it hasn't brought me promotion, higher pay, gifts – it hasn't brought me anything.
Jan- making family sacrifices. Will leave if promotion not forthcoming	If I know I can get partnership it would be worth it because of the financial rewards and I'll be able to do all the things I want to do for my family but if that's not there and I can't provide that I think it would be much better that I gave more time to them. So, if I don't have partnership in 2 years or so then I would look to give it all up.
	I would become very de-motivated and I would start thinking about whether it was worth the sacrifices at home and I would consider giving it all up
	There is no way I work the hours I do just to stay in the same position for years to come. That's not enough of a reward for me and my family
	'I'm supporting you in this' [partnership]... [I think] they're just saying that to me because they want me to work really hard

Rachel – has job satisfaction and currently achieving partnership is not critical	I'd like to get as far as I can get and obviously being conscious of being female, I've got the whole marriage children thing which could play a part
	I'm not purely going for partnership to the exclusion of everything else ... I'm a solicitor in a city law firm I mean that's very impressive. Getting partnership would be great but it's a lot of responsibility as well
	I think perhaps there is an element of having to show more cynical mindedness or dedication than you do if you're a guy. ... its assumed that you can dedicate more time and more thought to your work because you don't have other things to think about

<b>Lifestyle compromise</b>	
Angela – feels equity partnership would affect family life	I think that they have my loyalty because they have had the foresight to see that part-time working is good for both parties
	I let the partnership know that equity partnership was not something that I personally was interested in at this stage in my career. The reasons that I am confused about it are 1) really I feel I can't give any more than I give at the moment because of my family commitments
	To be a partner you have got to be able to show that you can do everything. You have to be able to do the work, bring in the work, and all the other things – manage the staff and everything. You have got to be able to do it all ... I just don't have the desire to do that extra last bit.

	<p>Is my loyalty such that I am prepared to stay even though I don't feel that I am being paid what I am worth.</p> <p>The answer is yes, at the moment</p>
Brian – disenchanted with the firm, but enjoys the work and his life outside work	<p>Working on your own as I do they don't need to promote you... the bosses that know me here know that really I can't go anywhere else because there's no other firm in [city] doing it.</p>
	<p>It is quite frustrating. ... I am stuck and I don't like being stuck.</p>
	<p>There's sort of a deal then, it's like look leave me alone and I won't be involved in all your management rubbish and I'll just get on with the claims, but the other side of that is will they pay me properly</p>
	<p>Everything outside work is brilliant. My kids are doing fantastic at school, I've got a dog that I walk every evening and morning on the beach and we live by the sea ... so there's lots to be said about staying at Firm N.</p>
	<p>You must suck up, you must work hard or you must be seen to be working hard, you must bill a lot, you must be seen to be in charge of a lot of people. ... That's why I will never be promoted at Firm N. ... I couldn't suck up, it's just not possible!</p>
Christopher – stepped down from equity to salaried partner following merger	<p>Having been ... entirely in control of my own financial destiny, ... I did not want to be in a position in which other people may be making decisions with which I may or may not agree and which may have a financial impact on me.</p>
	<p>If you are used to making a decision there and then on the spot, but then it has to go through a subcommittee, this can be very frustrating and I just didn't want that</p>

<p>Geoff – values work life balance at current level</p>	<p>I think equity partnership is becoming harder and harder. And I think I wrestled in my own mind with the perceived injustice of that for quite a while ... I'm much more contented now with my lot and much more focused on the fact that I'm getting paid very well for doing work that I enjoy and I'm probably under a little less pressure than these equity people and I don't need that sort of money. I'm not really money driven I'm amply paid for what I'm doing and I've come to terms with that and I have no ambitions to leave Firm N just in order to secure that kind of status.</p>
	<p>It's crazy really but obviously there are people that are driven by that desire to have that kind of money. I do think you need to be a deeply flawed person ... If you're this level-headed competent normal person you're not going to make it if you're what I call normal. You need to be obsessive and driven</p>
<p>Gill –was sole practitioner. Moved to part time salaried partner to achieve work life balance</p>	<p>I hadn't consciously thought that I would set up my own practice but it had been in the back of my mind ... I did very much enjoy those five years but after that it got rather lonely</p>
	<p>I had expressly said that I didn't want to be a partner ... it is quite pleasant after 5 years of running your own practice not having to worry about the stationery being full and the insurance being paid and partly because after my experiences at my old firm I wanted to be 100% sure that I would be happy because getting out of a partnership is much harder</p>
	<p>I found in my old firms that although, yes theoretically, you can be a part time partner then you end up doing neither job properly. But when you're looking after your family you feel that you should be sorting out things in the office and when you're in the office you feel that you should be sorting things out at home.</p>



Jane – hopes to start a family	I love my job, I really, really enjoy it. It's been the happiest time since I've been here. It's hard work but it's work that I like doing.
	I'm not a high flyer in that I want to become partner. To be honest I'd be happy remaining a solicitor, maybe becoming an associate. I want to have a family
	I'm not aiming for partnership. I'm just doing my job well because I want to do it well whereas they want to go further
	To become a partner in this firm is absolutely impossible. There are so many hoops to jump through and so many forms to fill out, so many interviews and assessment days now. ... the likelihood of you getting it is quite low anyway.
	If I were to go for partnership I'd leave here at a certain level and join a mid sized firm and go in at partner level there. That would be my strategy if I wanted to be a partner.
	I have all the opportunities here that I need so I don't feel the need to move unless the hours become ridiculous.
Jim – stepped down from equity partner and now working as a part time consultant	Part of the motivation for me to get out and become a consultant is because of the views of the bonus partners, the bonus system, partners remuneration scheme that was brought in, and the extent to which this differentiated between those who just kept their head down and worked and earned fees and those who did other things like marketing or whatever

	There was a time in the late 80s early 90s, I suppose, I can't remember, yes, very late 80s early 90s when I was consistently the highest fee earner in the firm ... all of a sudden after giving thirty years to the firm, twenty years or a little bit more, that you are not worth as much as somebody who was barely born by the time you became a partner ... It really hurt ... To be perfectly frank I felt I had been castrated by the partnership on that one
	I suppose part of me says that I just want to get out and is also terrified I have made sufficient arrangements for my retirement
Mike - qualified later in life and more interested in money	I am 48 ... so there is probably a glass ceiling. I can't say that I am expecting to be made a partner. If anything my expectation is the other way ... you hit the ageist barrier wherever you go.
	They asked me in the interview here if I was looking to partnership and I said that I was actually looking for income. If partnership turns up then fine but what I am really looking for is income. I am not deluding myself.
	I will be frank, if I had known how long and how difficult it was going to be to actually finally jump the hurdle to become a solicitor, I probably wouldn't have
Sandra – wants to spend time with her children. Had previously been encouraged to apply for partnership but was then let down	I suppose in an ideal world I would like to be a partner but the big handicap that I've got there is that I have children and I do want to spend time with my children ... you would be expected to put in more in terms of hours rather than just commitment generally than I want to give ... it would mean really not seeing my children during the week at all and certainly not on a regular basis
	If you want to get to the top, then you have got to sacrifice your family ... it's got to be the job comes first

	Partnership - I'm trying to think why do you want it, what are you going to get out of it? Probably money, but money is not the be all and end all of my life. I don't see the point in having it if you haven't got time to spend it.
	Don't expect me to work the kind of hours that you expect people to work if they're going to get partnership if you're not going to give it to me
	I had a talk with him about expectations and he said 'look I want you to work here, take on more responsibility, I want to retire early and then I want you to be the partner and take over'. At that stage in my qualification I had an expectation of becoming partner
	I said that they had moved the goalposts, I had done everything they had asked me to do for the good of the firm and at the end of the day it was being held against me
	The partner who I worked with and said that he would put me forward for partnership actually voted against me at the partnership meeting ... It wasn't so much that he voted against me it was the fact that he didn't tell me that he couldn't support me. If that's how he felt then he shouldn't have put me forward in the first place.
Sue – hopes to start a family. She values the support and resources available in her firm	I've achieved the associate thing and do I want to take the next step and become a partner? ... I think I earn enough now for me to do everything that I want to do. ... . Do I want to work increasingly hard to get a step up
	I'm happy where I am because I have got responsibility and I have got respect within my team and from my clients but I am also very aware that both the partners in my team and the Managing Partners do see me as someone who wants to take the next step and I don't think it's that useful for me to disillusion them about that.

	I hope I do have kids then I have to change something reasonably radically because I personally wouldn't find it acceptable to leave the house at 7.30 in the morning and not get back till 8 at night, that would be totally unacceptable
	I would see myself having a complete break for a while and then either being able to be quite firm about the hours that I worked or go part time or even change jobs
	I value the support structure and the resources here far more than the kind of fast track where you might get somewhere else ... I think that there are so many things in favour of staying that I don't see anywhere else, certainly not of a similar size, that would compete
	Also I think people in my position looking at moving up to a partner step begin to see less attraction in that because in the past moving up to that step involved a level of involvement in running the business but now you've got the executive then the equity partners and then the partners so really moving up to that step doesn't mean anything at all.

<b>Intrinsic motivation</b>	
Don – not very ambitious and is enjoying work	I get to leave at 5 most days. It's the nature of the work - a letter comes in and it takes me about 2 minutes to deliver it, but 6 minutes on the time sheet because that's how it works. So you could end up physically working for 5 hours but have 7 hours on the time sheet
	I'd rather have a good life, a lot of friends work in London who earn 3 times what I earn and they have no life.

	It's not the money itself although it is nice, I think it's more of a status thing being recognised that you're on the right career path and you're doing well and are an asset to the firm
	I'm settled here I wouldn't want to go from the quiet life to the busy life
Hannah – qualified later in life – may become sole practitioner	I have got big questions about partnership anyway. I think you are tying yourself into a relationship with a bunch of people you don't necessarily know. I am not sure whether it would ever be something that would really suit me
	The reason I would want to be a partner would be to more in control of my own destiny, but I see that I could achieve that possibly more by setting up on my own. ... It would also allow more freedom in when I work and what work I take on.
	It is not just about money for me. It is also about having a say in how things are run, having a say in your own destiny.
Naomi – has other interests in life	I certainly see myself staying with Firm N for a couple of years but not longer than that really
	I'm not interested at all in partnership I'm afraid because I'm not interested in marketing, I'm not particularly interested in networking, I don't care if we bring in massive clients quite frankly

<b>Confirmed leaver</b>	
Jenny – not kept on at end of training contract	Today I found out that [the position] hadn't gone to me, it had gone to someone else. There was only one position available. I am let down, but at the end of the day its business, and that's just the way it works. If there's not the money there, then there are not the jobs either.

	My plan is always to try to get to associateship in five years qualified, which I think is pretty standard, ... From then I was hoping to take sabbatical, ... we wait until we're about thirty, and then go travelling.
	I'd quite like to have a family. Partnership is not massively important to me. I don't see it as a choice between working and having a family, I think you can do both, but I think there is a limit as to how far you can get. You can't be an equity partner if you don't work five days a week
	If you don't work hard it's so obvious. Because everyone around you, is head down trying to make as much money as they can, bill as much time as they can, do the best that they can. I mean, it's nice to be surrounded by that, it spurs you on. But it is a pressure
	In terms of my career, I want to get up to a certain level, but I do want to take a break. I don't want this to be everything. I do want a family, I do want to go travelling and I don't see why I shouldn't.
Nick – had another job at the time of the interview	Towards the end I had been promised partnership and then I was told I was going to have to wait another year.
	My family is more important to me than my job ... so I didn't have a family to lose them over a job. If push comes to shove my job will go. I'd rather be on benefits than lose my family
	I am a salaried partner ... When do I get to be a capital equity partner? Now, the answer to that is never, because I am a specialised lawyer in a low-tech region and therefore the amount of fee earning that I can generate is always going to be below the threshold to get on to that top level.
	When I was told that I was going to be put forward for partnership I fitted the criteria and when the time came I didn't fit the criteria because the criteria had changed in that twelve month period.
	I was long enough in the tooth to know that partners aren't to be trusted when they make promises because they go back on them. It was a business decision

	I am going to be a commercial manager for one of my clients. Well, the law is an eminently transferable skill.
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Leaver in waiting	
Cath – hopes to transfer to City firm	I have started to apply for jobs in London already and if I can pick up a good role that pays very well in a top tier firm then I will probably go. But if I can't, if I am not going to go, for no reason, then I'll keep staying here.
Mandy – has had offers and is deciding whether to accept	We've had a number of people leave because of lack of promotion prospects
	[Equity partnership is ] not my be all and end all but I think others around me getting equity it's not particularly thrilling but they've played the Firm N game better than I have
	I mentioned that I had been approached by others ... I couldn't let the people I work for down. I just can't get over the thought of leaving someone mid-transaction and knowing it would go into freefall
	I've reached a plateau and I'm not sure how to go up or if I want to go up, I haven't got time to think about it so I suppose my answer to all of that is to try and make life as interesting as possible.
Trevor – has been very successful and is now looking forward to retirement	I was just thinking the other day that it would be nice to maybe not work Fridays anymore and I would start to take weekends, ... maybe that I could take two months off a year,
	I have been very lucky in finding the law, my profession, vocation and I have always been prepared to put in more than a normal week's work because it is my hobby as well as my job
	I want to spend more time thinking about skiing and sailing and travelling and I not going to carry on like this

### APPENDIX 8: INITIAL NODE STRUCTURE

1	Base data	1.1	Firm	1.11	Firm R
				1.12	Firm E
				1.13	Firm F
				1.14	Other
		1.2	Position	1.21	Partner
				1.22	Solicitor
				1.23	Equity
				1.24	Trainee
		1.3	Gender	1.31	Female
				1.32	Male
		1.4	Children	1.41	No children
				1.42	Children
2	Firm				
3	Career	3.1	Become solicitor		
		3.2	Promotion		
		3.3	Work life balance		
4	Expectations	4.1	Extra mile		
		4.2	Let down		
		4.3	Money		
5	Management	5.1	HR issues		
6	Outcomes	6.1	Motivation		
		6.2	Loyalty		
		6.3	Commitment		
		6.4	Job satisfaction		
		6.5	Trust		



## APPENDIX 9: FINAL NODE STRUCTURE

1	Base data	1.1	Firm	1.11	Firm R
				1.12	Firm N
				1.13	Firm C
				1.14	Other
		1.2	Position	1.21	Partner
				1.22	Solicitor
				1.23	Equity
				1.24	Trainee
		1.3	Gender	1.31	Female
				1.32	Male
		1.4	Children	1.41	No children
				1.42	Children
2	Career	2.1	Become solicitor		
		2.2	Change in law firms		
		2.3	City firms		
		2.4	Children solicitors		
		2.5	Firm R		
		2.6	Firm N		
3	Clients	3.1	Fee earning		
		3.2	Quality of work		
4	Expectations	4.1	Extra mile	4.11	Firm
				4.12	Personal
		4.2	Let down	4.21	Support
		4.3	Money	4.31	Status
		4.4	Promises		
		4.5	Job security		
5	Management	5.1	Style		
		5.2	Marketing		
		5.3	HR issues		
		5.4	Vision and values		
		5.5	Mergers		
		5.6	Sexism		
6	Partnership	6.1	Promotion	6.11	Recruitment consultants
				6.12	Politics
				6.13	Partnership yes
				6.14	Partnership no
		6.2	Equity		
		6.3	Change		
7	Outcomes	7.1	Motivation		
		7.2	Loyalty		
		7.3	Commitment		
		7.4	Stress		
		7.5	Job satisfaction		
		7.6	Trust		
8	Work life balance	8.1	Children	8.11	Women
				8.12	Men