Power and Hegemony in the Language of Employment Agreements of Selected Institutions: A Transitivity Analysis

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ABSTRACT

This qualitative study analyzes the power dynamics, hegemony, and marginalization present in the language of the employment agreements of the selected institutions. The researchers have analyzed how power and hegemony are exercised through language and how these elements contribute to the marginalization of the employees. The research uses a tailored framework by integrating Halliday's Systemic Functional Linguistics, Foucault's concept of power, and Gramsci's theory of hegemony to understand and analyze the power and hegemony in the selected text. The findings reveal imbalanced power relations between the employers and the employees that favor the employers' interests and marginalize the employees' rights. The paper highlights the need to promote fair, equitable, and less hegemonic language in employment agreements that comply with labor laws and protect workers' rights.

Key Words: Power Dynamics, Hegemony, Employment Agreements, Marginalization, Institutions

INTRODUCTION

In recent decades, the employment industry has undergone many changes. The advancement in technology, the rapidly changing economic landscape, and emerging societal demands have influenced the employment scenario. Modern employment is mostly based on contracts. Contracts provide the work relationship with legal representation (Bodie, 2020). Usually, these contracts are in the form of written agreements between employers and employees. In other words, employment agreements are formal and crucial documents that define the relationship between employers and employees. These agreements are examples of legal documents that are complex and need careful attention (Hashem, 2012).

Language plays an important role in law. In fact, law would not exist without language (Danet, 1985). The language of employment agreements mostly includes provisions related to the roles and responsibilities of the employees, compensation, working hours, description of leaves, employment duration, benefits, and termination conditions. These agreements not only outline the terms and conditions of employment but also reflect the power dynamics present in the workplace. According to Bodie (2020), it is difficult to describe all the issues in employment contracts, but the most common is the difference in power.

Power can exist in any interaction. Power is the ability to control and influence the actions, behavior, thoughts, and decisions of an individual or group by another individual or group. Therefore, dominant groups control their subordinate groups through language. Power is not individual; it is influenced by

context and society. Van Dijk (1993) views power as control, the control of one group over another group. Power relations are about how people interact with each other, showing different levels of authority, influence, and control. This paper examines how language is employed in agreements to exercise power and hegemony within selected institutions.

Research Objectives

The objectives of the present study are:

- 1. To analyze the linguistic features of employment agreements of selected institutions that reflect power dynamics and hegemony
- 2. To explore the marginalization of the employees that is present in the language of the selected agreements

Research Questions

- 1. How does the language used in the employment agreements of selected institutions reflect power dynamics and hegemony?
- 2. How do the elements of power and hegemony contribute to the marginalization of the employees?

Significance of the Study

The present study is significant in its potential to contribute to the field of linguistics by analyzing the legal language of employment agreements to highlight the issues of power relations, marginalization, and disparity. By highlighting the importance of language in legal documents, the researchers aim to promote greater transparency and fairness in employment practices. This paper provides an understanding of the ways in which language is used to exercise power, maintain hegemony, and marginalize individuals or groups. The findings of this study inform policy changes and advocate for clear and equitable language in employment agreements, ultimately contributing to social justice and the protection of employees' rights.

LITERATURE REVIEW Language and Power

Power can be created, reflected, and depoliticized through language (Ng and Bradac, 1993). Language reflects power, expresses power, and plays a role in situations where power is disputed or challenged (Wodak & Busch, 2004, p. 109). The way we use language is not just neutral; it is formed by the power relations within social institutions or societies. Powerful people often control or limit what less powerful people can say, and these power relations lead to inequality. In written language, power relations are usually concealed (Fairclough, 1989, p. 43-49). The present study highlights the veiled power present in the language of selected agreements and how the use of language contributes to power relations between employers and employees, which consequently creates disparity and dominance of one group over another.

Moreover, power not only affects the actions of people but also influences their thinking and indirectly convinces people to believe certain norms by manipulating ideologies. Van Dijk (1993) focuses on analysis of the connection between discourse and social power. This analysis aims to describe and elucidate how power abuse is produced, repeated, or justified through the language of dominant institutions or groups. He believes that power abuse is not limited to the use of force and does not only restrict what certain groups can do; it can also shape how people think. Dominant groups or institutions, by having special access to and control over discourse, can influence what people know, think, believe, and value. They can shape attitudes, norms, and ideologies in a way that benefits them, even if this influence is indirect.

In addition, he says that in democratic cultures, a large portion of power is persuasive and manipulative rather than forceful or based on direct orders or threats. Instead of using force, power is often about

convincing people to agree. This is where discourse becomes very important, as it helps to "manufacture consent." The researchers have studied the ways employers manipulate the discourse of agreements to influence and shape the thinking, perceptions, and attitudes of their employees in order to maintain and reinforce their dominance.

Many researchers have analyzed the structures of power and hegemony in different discourses such as political, media, educational, legal, and institutional. They have studied how power works to shape ideologies and control social interactions. Ayyaz (2021) studied power relations and hegemony in global politics. She analyzed the speeches of world political leaders in the UN General Assembly on the issues of blasphemy and freedom of expression. The findings of her research reveal that the powerful group (presented by Obama) was in favor of freedom of expression and dominated the subordinate group (presented by four Muslim leaders) by criticizing their emotional attachment towards the religion. She observed that the powerful group; by using intertextuality, presupposition, negation, irony, meta-discourse, contextualization, and positive self-representation contributed to the religious marginalization of the less powerful group.

Similarly, Syahriani et al. (2024) conducted research to examine the existence of power between a teacher and students in classroom settings. They studied the power of macro and micro levels. Their study indicates that the teacher and students both have power within their interactions. They analyzed the resistance of the students along with the lecturer's power. They concluded that the teacher and students exercise power through questioning, discussions, and seeking permissions. In the same strain, Sikandar and Hussain (2024) organized a case study on the analysis of power and hegemony in research supervision. They analyzed the interaction between two MS supervisors and their supervisors. The findings of this research show that the supervisors demonstrated their authoritative position through the excessive use of the pronoun "I" rather than "we." Moreover, the use of declarative sentences with an imperative tone, absolute negation, the powerful role of interrogatives, and code-switching is also found in supervisors' utterances that contribute to their power and dominance.

Moreover, Badura (2021) also conducted research on power relations between employers and employees in job advertisements. The findings of his study reveal that grammatical structures such as modal verbs, personal pronouns, and tenses in selected job ads highlight unequal power relations between employers and employees. According to him, the commanding use of the word "will" is a clear sign of power imbalances in these ads. Moreover, while referring to a company, the use of "we/our" is much less than the use of "you/your" while addressing the candidates, and this might show that employers create distance between candidates and themselves or don't give as much respect to candidates as they think they deserve themselves.

METHODS AND MATERIALS

Data Collection

The data is collected from five private educational institutions (schools) in Rawalpindi through convenient sampling. The data is collected by making personal requests to the employees of the institutions. The employees (who shared the agreements) are selected on the basis of accessibility and their willingness to share the data for research purposes.

Ethical Considerations

McLeod and Thomson (2009) regarded confidentiality and informed consent as fundamental tenets of ethical research. To ensure confidentiality, the identifying information of all the employees (who provided

the data) is kept anonymous. Informed consent is obtained from all the employees, explaining the purpose of the research and how the data will be used. The researchers have not revealed the names of the institutions and assigned different codes to each institution in data analysis.

Theoretical Framework

This study employs a tailored framework by integrating Michel Foucault's concept of power, Antonio's Gramsci's theory of hegemony, and Michael Halliday's Systemic Functional Linguistics. Power works in interpersonal relationships, and it is not merely possessed but exercised and manifested through discourse and legislation. Power is generated through interpersonal relationships. Institutions maintain power through surveillance and punishment. The researchers have analyzed how power exists in interpersonal relationships between employers and employees through the language of agreements and how the selected institutions utilized power through surveillance (observation) and penalties. The employment agreements serve as a source to control and regulate employees through an evaluation system.

Power and hegemony are not just exercised and maintained through force or violence but through surveillance and normalized consent. Gramsci (1986) describes hegemony as a way for a dominant class (hegemonic class) to lead and control other classes (subaltern classes) by gaining their consent. The study has analyzed how employers normalize terms and conditions through the language of agreements to gain the consent of their employees and ideologies are reinforced through the certain provisions that employees internalize as standard and inevitable.

Hegemony is about how the ruling class stays in power not just through political and economic control but also by shaping the culture and beliefs of society. Hegemony happens when the ruling class ideas and values become seen as the normal, natural way of things by the majority of people. This paper explores how selected agreements reflect and reinforce the cultural and ideological values of the institutions in a way that employees accept and believe these values as normal, fair, and unavoidable. Systemic Functional Linguistics, proposed by Halliday (1960), is a theory that describes the functions of language with connection to social context. Language works in context, and text is generated to convey meanings. Language is functional and a source of meaning making. The framework of this study integrates SFL as a primary linguistic tool to analyze the language of the selected text. Halliday (1993, p. 94) describes three functions of language: ideational function (field), interpersonal function (tenor), and textual function (mode). This paper involves ideational functions (processes) for the analysis. Ideational function deals with experiences, ideas, and actions. Ideational function contains six types of processes: material, mental, relational, behavioral, verbal, and existential. The material process includes actions and events. The mental process is related to perceptions, sensing, feeling, and cognition. According to Lock (1996), seeing, believing, hoping, wanting, liking, admiring, understanding, and fearing all are included in mental processes. Relational process is concerned with states of being or having (how things are or how they are described or possessed). It mainly describes attributes and identifications. The researchers have examined the processes involved in selected data, who is controlling the actions, and how authority and dominance is established through language.

Procedure of Analysis

This paper employs meta-textual analysis to analyze and interpret the language of selected employment agreements. The researchers have studied each word, clause, and sentence of the selected text and identified the different types of processes. Furthermore, all processes are analyzed and discussed in terms of how they reflect power relations, hegemony, and marginalization.

ANALYSIS AND DISCUSSION

Table 1

Processes in Institution A

Process Type	Number of Process	Text
Material	23	May be extended, shall be paid, shall appear, will be conducted, to open, will be paid, leaving, serve, forego, give, do not comply, can terminate, will strictly work, will not take up, will do, will be hired, failed, will be applied, have to abide, to remove, subscribe, prepares, marking attendance,
Relational	16	Will be on probation, are liable to be terminated, will be entitled, will be entitled, will be entitled, minimum requirement is, to become entitled, will not be entitled, will be held, shall be expected, are required, are not allowed, shall be fully responsible, shall be sensitive, shall be applicable, will stand relieved
Mental	03	Agree, must ensure, will be considered

The material processes are dominant in the language of the agreement of institution A. These processes indicate obligation, adherence, and subjugation rather than negotiation and mutual agreement. In the text, the description of the termination, salary deductions, and compulsory adherence to policies creates an authoritative structure where non-compliance leads to strict consequences. "Will be conducted," "will strictly work," and "can terminate" are the linguistic choices that reflect the unquestionable authority of the employer, and the employee is in a situation of uncertainty, and the duration of the probationary period totally depends upon the employer's choice. The phrases such as "will do," "will not take up." and "have to abide" reinforce rigid institutional control over the employees. This indicates the employee's disparity and marginalization that the employer controls both the professional and personal time and activities of the worker and connects non-observance with disloyalty and threatens him/her with dismissal from the job. Terms like "may be extended" and "failed" highlight that employees' job security is dependent on strict compliance with institutional demands. The processes "shall be fully responsible" and "shall be expected" impose heavy responsibilities on employees while minimizing employers' obligations, reinforcing an unequal power dynamic. The mental processes "agree," "must ensure," and "will be considered" show that employees are not given space for opinions, negotiations, or preferences. This shows a clear sign of a power imbalance where the employer does not need any clarification or cause for terminating the employee and denies the employee's right to any procedural justice. The employees are expected to agree to the terms, ensuring submission to the institutional control. The use of judgment language (will be considered)

indicates that the employer retains the sole authority to evaluate the employees' performance. There is no description of any reason or criteria for terminating the employee that reflects the control of the employer. Hegemony is established by normalizing probation and termination as natural and questionable, and the employee may perceive them as natural and standard practices. The phrase "while on probation period you will be on daily wages" marginalizes the newly recruited employees and indicates an insecure condition for the new employees, which reinforces a broader hierarchical power structure.

Table 2
Processes in Institution B

Process Type	Number of processes	Text
Material	15	Recorded, will not claim, will be deducted, will be released, can
		impose, undertake, may result,
		need to disclose, will be judged,
		will be governed, declare, will
		not take up, will be issued,
		obtain, may apply
Relational	05	Will be on, shall be deemed, will
		not be admissible, will be in lieu
		of, shall not be confirmed
Mental	01	Agree to adhere

The second table presents process types (material, relational, and mental) in the employment agreement of institution B. The dominance of material processes, followed by a moderate presence of relational processes and an extremely limited use of mental processes, highlights how power and hegemony are exercised through linguistic choices. The phrases "recorded," "will be judged," "will be governed" and "will be deducted" indicate a strict monitoring system, where employees' actions are observed and evaluated based on institutional standards. The employee is put in a passive state and has no agency in the process. The text reinforces power structure by outlining conditionality and consequences where the employee is supposed to fulfill these conditions in order to maintain his/her position. The processes, "can impose," "will be released" and "will be issued" reflect that the employer retains full control over employment decisions, leaving employees with less autonomy. The phrases "will not claim," "need to disclose" and "may result" reinforce hegemonic control by bounding the employee rights to institutional conditions that the employees must comply fully in order to get benefits. Clauses like "shall not be confirmed" and "will not be admissible" indicate uncertainty in employment, keeping employees in a state of vulnerability and less job security. The phrases, "will be on," "shall be deemed," and "will be in lieu of" show how the employer defines and fixes the employment terms, leaving no space for employees to negotiate. By presenting rules as unchangeable facts, the language of the text naturalizes institutional power while preventing employees from challenging rigid and exploitative policies. The structure of employment is framed as a fixed system that employees must accept, rather than a contractual agreement open to discussion. The mental process "agree to adhere" implies that the employees are expected to passively accept institutional rules rather than actively participate in their formation. Unstable job conditions, lack of voice on the employee's part, and emphasis on authorities orders as final decisions; all these points signal a hierarchical power structure and the employee's marginalization.

Table 3
Processes in Institution C

Process Type Number of Process Text

Material	13	Assigned, shall be treated, will
		not engage, will commence, may
		be extended, can be terminated,
		will be stopped, will not be
		granted, will not be given, will be
		terminated, will result, to be
		given, to join
Relational	06	Shall be entitled, is responsible,
		shall have the right, is subject,
		has zero tolerance, is not
		authorized
Mental	04	Is considered, is found to be
		defective, disapproves, will not
		tolerate

The dominance of material processes ensures strict control, monitoring, and enforcement, while relational processes establish non-negotiable rules. The processes "assigned," "will commence," "will be terminated" and "will be stopped" indicate that the employer dictates all job roles, timelines, and dismissals, leaving no room for negotiation. The use of "will not engage," "will not be granted" and "will not be given" demonstrates how the agreements forbid employees from certain actions and reinforce the employer's power. The employer's rules and instructions are dominant in the workplace and standards are clearly set for the employee. The text marginalizes the employee with potential risk of excessive workload and unrealistic expectations. The language of the text exhibits a hierarchical power structure by framing the HoD as the ultimate decision-maker, and the employee is required to follow his/her commands. Dominance and power are exercised, and the employee is not allowed to do any extra work or financial activity unless he/she takes permission from the institution's authority. The employer is controlling the activities of the employee not only inside but also outside the institution, which is a sign of the employee's marginalization and disparity. The employee is marginalized with less job security and deprivation of the right of advance notice. The phrase "no experience letter and notice pay to be given to employee" focuses on the employer's power to withhold or refuse the granting of the experience certificate and notice pay to the employee, which contributes to the employee's marginalization and disparity. The word "disapproves" reflects a one-sided power structure where the employer's approval or disapproval dictates employment conditions, without considering employee input. The phrase "will not tolerate" highlights a strict, authoritarian approach of the employer in the employment relationship. The ongoing process of verification of certificates and security reinforces surveillance and dominance of the institution and the employee's marginalization.

Table 4
Processes in Institution D

Process Type	Number of Process	Text
Material	11	Can be terminated, to perform, be called upon, can be availed,
		will draw, calculated, to open, must return, conducted, to attend, implement
Relational	08	Will be on probation, may be confirmed, is subject to, are, will be, it is mandatory, will be entitled, are required

Mental 01 Is found to be false

In the above-mentioned table, the processes "to perform," "to attend," and "implement" indicate that employees must fulfill assigned duties without negotiation or input, highlighting a top-down power structure. The power is exercised, and the employer determines the duration of the probationary period and its possible extension, and the employee is required to meet the satisfaction standards set by the employer. The language also shows obscurity, and the details and conditions of the deduction are not specified, which may lead to financial exploitation of the employee. The employer dictates the financial conditions by mentioning deductions, pro-rata calculation, and fixed date of the payment. The employee is totally dependent on the employer and has no agency in financial matters. Probation, extension, and termination without prior notice are presented as normal and standard practices of the job. The phrase "can be availed" suggests that certain benefits are conditional and only accessible under employer-defined circumstances. reinforcing institutional hegemony by keeping employee's dependent on the employer's approval. Phrases like "must return" and "to open" indicate strict control over workplace resources, emphasizing that employees have no ownership or autonomy over institutional property. The phrase "it is mandatory" reflects institutional hegemony by presenting rules as absolute and non-negotiable, ensuring employee compliance without question. The phrase "is found to be false" highlights that only the employer has the power to evaluate and judge the employees. The absence of the employee agency in making assessments reinforces hegemonic control, where employees must passively accept employer decisions. These processes reinforce the idea that employees must conform to institutional expectations, accept precarious job conditions, and comply with the instructions and restrictions imposed by the employer. The agreements normalize hierarchical power dynamics by framing employment as a privilege rather than a mutual contract.

Table 5
Processes in Institution E

Process Type	Number of Process	Text
Material	13	Will be given, shall not be deducted, may be extended, shall
		be terminated, found, shall participate, shall be submitted, will be withdrawn, shall furnish, refund, will be lodged, shall recover, perform
Relational	06	Shall be liable, is found, will be mandatory, will be liable, may be permissible, will be

The material and relational processes mentioned in the table reflect that the employer retains full authority over employment conditions, financial matters, and disciplinary actions. The relational processes "shall be liable" and "will be mandatory" enforce the idea that employees must bear institutional burdens while employers remain in a dominant position. The phrase "may be permissible" suggests that the employees must seek approval for specific actions, reinforcing their dependence on employer discretion. The phrase "may be extended" indicates the precarious position of the employees where contract renewals and entitlements are controlled entirely by the employer. Phrases like "shall furnish," "refund," "shall recover," and "will be lodged" indicate that the employees are financially liable for institutional costs or penalties without any resistance. These processes reflect the institution's hegemony that limits the

employee's right of transfer and directs him/her when and how to make requests for transfer. The control and dominance of the employer is maintained by outlining conditions and the employee is marginalized and faces restrictions. The phrase "shall participate" establishes compulsory involvement in institutional activities and the employer's control over the worker's time, reinforcing a lack of employees' freedom. The language of the text reflects one-sided power by imposing fixed leave conditions, demanding an official medical certificate, and threatening termination. The text frames the employer in a dominant position who controls the conditions and decisions of termination without any justification. The employee is marginalized with less job security. The text highlights the power of the employer to assign all kinds of duties to the employee, and this hegemony is normalized by relating it with broader social purposes. The phrase "in public interest" is employed to agree the employee for consent, and this further strengthens the institutional hegemony.

FINDINGS

The analysis of the selected employment agreements demonstrates a clear power imbalance between employers and employees. The authoritative linguistic choices such as "will not be granted," "will not be allowed," "will be liable," "you are required," "are assigned," "will be terminated," "will not be regularized" and "the institution has the right" show that the employers dictate the terms and conditions of the job and hold full authority over the decision-making process. The institutions are the ultimate authority to enforce rules, conditions, and their adherence. Employers are not required to justify their imposed instructions and decisions, nor do they involve the employees in any discussion.

The researchers have observed that the employees have very limited agency and freedom in work-related matters. That is an example of their marginalization and disparity. "Will do," "will strictly work," "will not take up" and "have to abide" are the linguistic choices that demonstrate the less freedom of the employees and imposition of instructions on them by the employers. The obligations, responsibilities, and restrictions are imposed on them, and they are given no option for any negotiation or reconsideration.

The selected agreements also show the exercise of power and hegemony through penalties. The text consists of such phrases that threaten the employees with financial penalties and consequences in case of not fulfilling the employers' expectations or rules. "Will be terminated" and "will be deducted" are examples of punishment for the workers. The most common penalties found in the selected data are termination and financial loss (deduction of salary) that lead to the employee's financial marginalization.

FUTURE IMPLICATIONS

This paper can raise awareness of power dynamics and hegemony among employees as well as the public and the struggle for more fair and balanced employment agreements. The findings of the research can guide the designing of model agreements with less power and exploitation. This study was limited to employment agreements of selected educational institutions. Future researchers can conduct research to analyze the agreements of other institutions, companies and organizations. By using the conceptual framework of the present study, future researchers can analyze the structure of power and hegemony in multiple discourses such as education, health, media, etc. Labor unions and associations can take guidance from this research to take effective steps for the betterment and rights of employees at workplaces and can identify and address employees' problems and their solutions.

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