

**MINISTRY OF EDUCATION AND TRAINING  
UNIVERSITY OF DANANG**

---

**BÙI THỊ THU VÂN**

**A DISCOURSE ANALYSIS OF  
COLLECTIVE LABOUR AGREEMENTS  
IN ENGLISH AND VIETNAMESE**

**Field : THE ENGLISH LANGUAGE**

**Code : 60.22.15**

**M.A. THESIS IN THE ENGLISH LANGUAGE  
(A SUMMARY)**

**Danang - 2011**

The thesis has been completed at the College of Foreign Languages, University of Danang.

Supervisor: Nguyễn Thị Quỳnh Hoa, Ph.D.

Examiner 1: Dương Bạch Nhật, Ph.D.

Examiner 2: Assoc, Prof. Dr. Phan Văn Hòa

The thesis will be orally defended at the Examining Committee.

Time: 7<sup>th</sup> January, 2012

Venue: University of Danang

The original of thesis is accessible for the purpose of reference at the College of Foreign Languages Library, and the Information Resources Center, Danang University

## **CHAPTER 1**

### **INTRODUCTION**

#### **1.1. RATIONALE**

Employment is the most important activity of people, creating physical materials as well as mental values for society. And collective agreement that must be made under the Labour Law to legally bind the rights and obligations of employer and employees, the specific labour norms, and so on that preferably benefit the employees. Therefore, collective agreements are really important to employees and employer as well as peace and prosperity of society. As a result, for disputes or strikes to be avoided, the proper language of them is extremely important.

In Vietnam, with the increasing establishment of foreign companies, the pressure to master such documents both in English and Vietnamese, for these people, is very elemental.

These reasons gave me a strong motivation to make a discourse analysis of collective labour agreements in English and in Vietnamese to help students of English, law, or HRM as well as people in charge of labour affairs master the layout, lexical and syntactic features and cohesive devices in the creation of clear, airtight, precise and unambiguous ECAs and VCAs.

#### **1.2. AIMS AND OBJECTIVES**

##### **1.2.1. Aims**

##### **1.2.2. Objectives**

- To identify and describe the discourse features of ECAs and VCAs (their layout, lexical choices, syntactic structures and cohesive devices).

- To find out the similar and different features of ECAs and VCAs of these above aspects.

- To suggest some implications for the teaching and learning of English language to Vietnamese students, especially law students as well as translation of legal documents.

#### **1.3. RESEARCH QUESTION**

1. What are the discourse features of ECAs and VCAs in terms of their layout, lexical choices, syntactic structures, and cohesive devices?

2. What are the similarities and the differences between ECAs and VCAs in terms of the above features?

3. What are the implications for teaching and learning of English language as well as writing legal documents, especially collective labour agreements?

#### **1.4. SCOPE OF THE STUDY**

This research primarily concentrates on collective labour agreements in aspects of their layout, lexical choices, syntactic structures, cohesive devices, and the similarities and differences between them.

#### **1.5. SIGNIFICANCE OF THE STUDY**

The result of the research facilitates users of English in preparing legal documents, especially collective labour agreements and helps translators of legal documents produce good translations in other languages.

#### **1.6. ORGANIZATION OF THE STUDY**

- **Chapter 1 Introduction**
- **Chapter 2 Literature Review and Theoretical Background**
- **Chapter 3 Research Methods and Procedures**
- **Chapter 4 Findings and Discussions**
- **Chapter 5 Conclusions and Implications**

**CHAPTER 2**  
**LITERATURE REVIEW**  
**AND THEORETICAL BACKGROUND**

**2.1. LITERATURE REVIEW**

**2.2. THEORETICAL BACKGROUND**

**2.2.1. Text and Discourse**

*2.2.1.1. Concepts of Text*

*2.2.1.2. Concepts of Discourse*

**2.2.2. Written and Spoken Discourse**

**2.2.3. Formal and Informal Discourse**

**2.2.4. Cohesion and Coherence in Discourse**

*2.2.4.1. Coherence versus Cohesion*

*2.2.4.2. Grammatical Cohesion and Lexical Cohesion*

**2.2.5. Legal documents**

*2.2.5.1. Contract*

*2.2.5.2. Employment contract*

*2.2.5.3. Collective labour agreement*

Although a collective labour agreement is defined in various ways by Wikipedia, Rossini (1991), ILO, Vietnam Labour Code, etc., they are generally focused on the same sense:

Collective agreement, the object of the study in this thesis, is a written text of contracts that regulates conditions and terms of employment as well as rights and obligations in the employment relationship between employer(s) and employees represented by a trade union.

*2.2.5.4. Properties of Collective agreements in English and in Vietnamese*

*a. Modality*

A property that is easily recognized in collective agreement

texts the repeated appearance of modal expressions to set up prohibitory, obligatory, and optional norms.

*b. Formality, Airtightness and Preciseness*

The three other properties of a collective agreement are formality, airtightness and preciseness formed by the proper use of grammar structures, and vocabulary, and cohesive devices aimed to avoid litigation.

*c. Inclusiveness*

Inclusiveness that means to express all cases and circumstances applied is also one of the striking properties set in collective agreements in English and Vietnamese. Inclusiveness is performed by the employment of reduplication of synonyms, near synonyms or related words as well as by the use of nominalization and enumeration.

*d. Performativity*

Collective agreements are also linguistically characterized by performativity that makes the mutual agreement by the parties be executed with the help of performative verbs.

## CHAPTER 3 METHODS AND PROCEDURE

### 3.1. RESEARCH DESIGN

The design of the thesis is based on qualitative and quantitative approaches.

### 3.2. RESEARCH METHODS

### 3.3. SAMPLING

In order to prepare data for the research, I proceeded to collect samples with the following criteria:

1. For the number of samples, I collected 50 collective agreements in English and 50 Vietnamese ones.

2. With regard to the sources of the samples, I got the downloaded electric files of ECAs posted in the websites of universities, hospitals, and business organizations. As for VCAs, I copied them from the original texts borrowed from the companies nationwide.

3. For the dates of the samples, to have updated investigation, ECAs and VCAs chosen are ones made within two years now (2010 and 2011).

4. For the length of texts, collective agreements with average length from 30 to 50 pages in ECAs and from 25 to 30 ones in VCAs were chosen.

### 3.4. DATA COLLECTION

### 3.5. DATA ANALYSIS

One hundred official collective agreements are collected for the analysis consisting of fifty samples in English and fifty in Vietnamese.

The followings are procedures for data analysis:

For the layout features, a collective agreement can be generally

divided into three sections: *Beginning – Body - Ending*. The analysis of the three sections is made to find out the standard form of ECAs and VCAs.

For the lexical and syntactic features and cohesive devices, the study examines the lexical choices (archaic words, labour terms; reduplication of synonyms, near-synonyms, and related words; and avoidance of pronouns), deals with the employment of syntactic structures (modal expressions, nominalization, performative verbs, passive voice, and complex structures) in the generation of formality, modality, clarity, and preciseness. The two types of cohesive devices: lexical and grammatical are also examined to see how they create a clear, precise, airtight, and unambiguous collective agreement text. Eventually, the frequency of occurrences of these cohesive devices in ECAs and VCAs are indicated and discussed.

### 3.6. RESEARCH PROCEDURES

The following steps will be proceeded:

- Collecting 50 collective agreements in English and 50 ones in Vietnamese.
- Dividing them into parts for layout analysis.
- Analyzing data: ECAs and VCAs are analyzed in terms of layout, lexical choices, syntactic structures, and cohesive devices to give out the frequencies of occurrence.
- Synthesizing, discussing the findings, and drawing conclusions.
- Suggesting some implications for teaching and learning as well as producing collective agreements.

### 3.7. RELIABILITY AND VALIDITY

## CHAPTER 4

### FINDINGS AND DISCUSSION

#### 4.1. LAYOUT FEATURES OF ECAs and VCAs

##### 4.1.1. The beginning section of ECAs and VCAs

###### 4.1.1.1. The title of ECAs and VCAs

The title of ECAs is optionally various. However, the most common title is “**COLLECTIVE AGREEMENT**” followed by the words “between X (the name of the employer) and Y (the name of the union)” and sometimes included their logo and the effective duration in the form of “month day, year to month day, year”.

On the contrary, the title of VCAs is always put below the official name of Vietnam, which is put in the top right of VCA texts. Besides, the full name and contact information of the enterprise that issues the agreement are stated beside the official name of Vietnam. Unlike ECAs which are differently titled, 100% of the number of surveyed VCAs are given with the only title “**THỎA ƯỚC LAO ĐỘNG TẬP THỂ**” that is not followed by “between X (the employer) and Y (the union)” as well as the effective duration like that of ECAs. And this is considered the standard form in VCAs.

###### 4.1.1.2. The introduction of ECAs and VCAs

The introduction in ECAs which is neither headed nor numbered, declares what is the nature of the agreement. It identifies name and/or address of the parties, short references used for the names of their parties, and time the agreement is made.

Like the introduction of ECAs, VCAs’ one is neither headed nor numbered. It introduces the time and the place of signing the agreement, the name and title of the representative of each party, but not short reference.

##### 4.1.1.3. The recitals of ECAs and VCAs

Recitals give information that forms the foundation and background for the ECAs. These concern facts containing legal instruments and purposes for which the agreement is made. The recitals of ECAs are generally introduced with the archaic term “WHEREAS” and put right after the information of the introduction.

In VCAs, recitals present legal instruments and purposes for which the agreement is made. All the recitals are put below the title of VCAs and are presented by “**Căn cứ (vào)...**” functioning as a verb phrase.

##### 4.1.1.4. End-marking sentence of ECAs and VCAs

The sentence that marks the end of the beginning section is called end-marking sentence. It has different forms in ECAs. Nevertheless, the form “NOW THIS AGREEMENT WITNESSETH may be considered to be the standard form due to its frequent occurrence.

Similarly, the end-marking sentence of VCAs’ beginning section is differently varies, but “Cùng nhau thỏa thuận và ký kết Thỏa ước lao động tập thể gồm những điều khoản sau:” can be considered to be the standard form.

##### 4.1.1.5. The standard form of the beginning section of ECAs and VCAs

###### ▪ The standard form of the beginning section of ECAs:

###### **COLLECTIVE AGREEMENT**

between

**(name of the employer)**

and

**(name of the union)**

Month day, year – Month day, year

This agreement is made this (day, month, year) between (name of the employer), hereinafter referred to as “...” and (the name of the union), hereinafter referred to as “...”.

WHEREAS, ...

NOW THIS AGREEMENT WITNESSETH that the parties hereto mutually agree as follows:

▪ **The standard form of the beginning section of VCAs:**

FULL NAME OF      CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM  
ENTERPRISE                      Độc lập – Tự do – Hạnh Phúc

Address:

**THỎA ƯỚC LAO ĐỘNG TẬP THỂ**

-Căn cứ + relevant Regulation, Decree, etc. of Labour Code ...

-...

Hôm nay, ngày ... tháng ... năm ... tại ... (place), chúng tôi gồm (có):

**1. Đại diện người sử dụng lao động:**

Ông/Bà: (full name) ...                      Chức vụ: (title) ...

**2. Đại diện tập thể người lao động:**

Ông/Bà: (full name) ...                      Chức vụ: (title) ...

Cùng nhau thỏa thuận và ký kết Thỏa ước lao động tập thể (“Thỏa ước”) gồm những điều khoản sau:

**4.1.2. The Body Section of ECAs and VCAs**

**4.1.2.1. The Number of Articles in ECAs and VCAs**

In general, the number of provisions of ECAs put into consideration ranges from 20 to 40 articles.

Unlike ECAs, VCAs are designed in about 9 to 12 chapters, and each chapter cites a main issue including particular articles. The number of articles in VCAs generally ranges from 30 to 45 articles.

**4.1.2.2 The Kinds of Articles in ECAs and VCAs**

Usually, the articles of collective agreements are divided into two parts: obligatory articles and normative articles.

+ The obligatory part specifies the parties’ rights and duties.

This includes an obligation to maintain social peace in respect of labour – management relations.

+ The normative part automatically affects the parties to individual employment relationships to the extent that it expands workers’ rights.

Briefly, the similarities and differences of the normative part in ECAs and VCAs taken in this study can be summed up as follows:

- Generally, the normative part of both ECAs and VCAs covers the similar contents in terms and conditions of employment such as employment security; working time, leaves, holidays; wages; safety and health; social insurance; etc.

- However, it can be seen that composers of ECAs tend to separately call specific name of each article respective to a specific content, so it is easy to recognize what its content means; whereas, those of VCAs integrate articles into one chapter.

-Unlike VCAs, the separate provision on female employees is not found in 98 % of the ECAs put into consideration.

**4.1.2.3. The Order of Articles in ECAs and VCAs**

It is found that 60% of the ECAs at first introduce definitions and labour - management relations (obligatory part), then terms of employment, conditions of work, and period of agreement (mostly normative part) are presented after that.

In VCAs, the obligatory part is divided into two: general provisions and others related to union – management relationship. The first goes before the terms employment and conditions of work

(normative part) and the latter stand at the end.

#### 4.1.3. The Ending Section of ECAs and VCAs

##### 4.1.3.1. The end-marking sentence

The end-marking sentence in ECAs may have different expressions. The two expressions are frequently used and can be considered the standard form:

*Dated at ... (place) this ... (date).*

Or:

*In witness whereof, the Parties hereunder set their hands and seals at ... (place) this ... (date).*

End-marking sentence of VCAs, like that of ECAs, also has various expressions. Generally, 60% of the surveyed VCAs have two sentences functioning as end-marking sentence. The formula of the end-marking sentence of VCAs can be:

*Thỏa ước này được lập thành ... (number of copies) bản (bằng tiếng Việt) có giá trị như nhau, trong đó: ... (bodies keep number of copies).*

*Thỏa ước này được ký kết ngày ... tháng ... năm tại ... (place of signing).*

##### 4.1.3.2. The signature

The signature is the one that each contracting parties uses to authenticate the agreement. In ECAs, the seal is not necessary and it is usually omitted. The standard form of the signature for ECAs:

<i>On behalf of</i>	<i>On behalf of</i>
<i>Name of the Union</i>	<i>Name of the Company</i>
<i>(Signature)</i>	<i>(Signature)</i>
<i>Full name</i>	<i>Full name</i>
<i>Title</i>	<i>Title</i>

The formula of the signature in VCAs can then characterized as follows:

ĐẠI DIỆN TẬP THỂ NGƯỜI LAO ĐỘNG <i>Title</i> <i>(Signature and Seal)</i> <i>Full name of the representative</i>	ĐẠI DIỆN NGƯỜI SỬ DỤNG LAO ĐỘNG <i>Title</i> <i>(Signature and Seal)</i> <i>Full name of the representative</i>
---	---

#### 4.2. LEXICAL FEATURES OF ECAs AND VCAs

##### 4.2.1. Archaic Words

In ECAs we can find such archaic words as: “hereinafter”, “herein”, “hereto”, “thereof”, “therewith”, “thereafter”, “whereof”, “whereas”, etc.

In VCAs, however, archaic words are not used to achieve formality. Like ECAs, slangs and colloquial words are not used in VCAs.

##### 4.2.2. Labour Terms

Like other professions, employment has its terminology that includes a set of technical words or expressions used in labour law and collective agreements as well. It is found that all of them are nouns and noun phrases that are made up of words (“allowance”, “promotion”, etc.), collocations (“collective bargaining”, “fringe benefit”, etc.), or compounds (“check-off”, “payroll”, “work shift”, etc.)

Some common terms frequently found in ECAs and VCAs are presented.

##### 4.2.3. Reduplication of Synonyms, Near-synonyms and Relevant Words

Another typical feature of collective agreements is joining together words or phrases with the conjunctions “and” and “or” such

as “terms and conditions”, “sole and exclusive”, “maternity, parental or adoption leave”, etc. (ECAs); and “điều, khoản”, “đào tạo, huấn luyện và hướng dẫn”, “sửa đổi, bổ sung hoặc xây dựng lại”, etc. (VCAs) aimed to avoid ambiguity, seek accuracy, emphasis, and completion of meaning.

#### **4.2.4. Avoidance of Pronouns**

Being a legal document, collective agreements where pronouns are rarely used to avoid ambiguous reference. ECAs writers have used such references as “the employer” or “the Union”, etc. to refer parties instead of pronouns in order to keep the parties distinct.

In VCAs, the avoidance of pronouns is always a rule. In fact, drafters have employed “Công ty” or “Người sử dụng lao động” (sometimes abbreviated to “NSDLĐ”) and “Người lao động” (“NLĐ”) to denote participants in VCAs over and over.

### **4.3. SYNTACTIC FEATURES OF ECAs AND VCAs**

#### **4.3.1. Modal Expressions**

##### **4.3.1.1. Modal Operators**

In ECAs, rights and obligations are resulted from such modals as “shall”, “will”, “may”, “must”, “should”, or “can”. According to the survey result, “shall”, “will”, and “may” appear at the highest frequency of occurrence with 47%, 26% and 16.8%, respectively.

Beside the modal operators, such modal lexical items as “have the right to” and “have the responsibility to” are also found in the creation of rights and obligations of parties to ECAs with the frequency of occurrence of 1.7% and 0.9%, respectively.

For VCAs, the modal operator, like ECAs, is also used to state rights and obligations of employer and employees. According to the survey, they are “phải” accounting for 52.8%; “có thể”, 13.8% and “sẽ”, 11.4%.

Besides, VCAs writers, like ECAs, tend to frequently employ lexical items to show rights and responsibilities. They may be “có trách nhiệm”, “chịu trách nhiệm”, “có quyền”, or “được (quyền)”.

##### **4.3.1.2. Passive Verbs**

To generate rights and obligations of parties, ECAs composers have also used such passive verbs as “be allowed”, “be required”, “be entitled”, or “be permitted” as in the examples below.

However, these, according to the survey, occur in a very low frequency in ECAs. For VCAs, they are not used in the creation of rights and obligations at all.

##### **4.3.1.3. Adjectives**

Such adjectives as “be liable” or “be responsible” also contribute to the creation of rights and obligations in ECAs.

However, using these adjectives in generating rights and obligations is limited in ECAs, and not found in VCAs.

#### **4.3.2. Passive Voice**

Apart from passive verbs imposing rights and obligations, ECAs is rich in passive voice that can have an effect of de-emphasizing or obscuring the identity of the actor and create formality of them. According to the survey, it, in ECAs, takes up approximately 50% compared with active voice.

Like ECAs, passiveness is also applied. Passive sentences appear in a lower frequency of occurrence of 25%. This proves that active sentences are preferred in VCAs.

#### **4.3.3. Nominalization**

Being highly aware of the abilities of nominalization to create clarity and inclusiveness, ECAs drafters always pay attention to employ nominalization in their writing.

According to the survey, nominalization is also taken in VCAs

as done in the following examples:

#### **4.3.4. Complex Structures**

An examination of factors creating structural complexity i.e. length of sentences, enumeration, and embeddings will be made to simplify the complexity of sentences in ECAs and VCAs.

##### **4.3.4.1. Length of Sentences**

In ECAs, long sentences are most preferably used. The average length of a sentence in ECAs is appropriately 55 words.

In VCAs, sentences are shorter with the average length of 45 words.

It can be seen that both ECAs and VCAs composers tend to use long sentences covering all numerous related ideas. This really illustrates the syntactic complexity of both ECAs and VCAs.

##### **4.3.4.2. Enumeration**

One more factor resulting in lengthy and complex sentences in both ECAs and VCAs is enumeration.

Although making sentences lengthy and complex, enumeration helps bring about precision and inclusiveness for both ECAs and VCAs because it lists all possible things and put them under mutual binding, creating airtightness of provisions.

##### **4.3.4.3. Embeddings**

The syntactic complexity in ECAs and VCAs also results from the dense occurrence of clause complex, especially embeddings (a mechanism whereby a clause or phrase comes to function as a constituent of a clause [20:219]). According to the survey result, most of embedded clauses found in ECAs and VCAs function as a Post-modifier in a nominal group at the most frequency of occurrence of 85% in ECAs and 50% in VCAs.

#### **4.3.5. Performative Verbs**

Besides modal expressions, performative verbs are also an effective mean used to create rights and impose obligations, contributing to performativity for ECAs and VCAs.

In ECAs, such performative verbs as “agree”, “acknowledge”, and “recognize” are frequently used to give a string of rights and obligations.

Like ECAs, performativity in VCAs is generated by such performative verbs as “cam kết”, “thỏa thuận”.

### **4.4. COHESIVE DEVICES**

#### **4.4.1. Lexical cohesive devices**

##### **4.4.1.1. Repetition**

Repetition is found in ECAs to emphasize the key words, helping avoid misinterpretation.

In VCAs, repetition is also most frequently used in the creation of coherence as well as clarity, preciseness, airtightness and unambiguity with the highest frequency of occurrence, namely 59%.

##### **4.4.1.2. Synonyms**

Another lexical cohesive device found in ECAs is synonyms that are resulted from restating a lexical item in the previous sentence by using various expressions, which aims to avoid repeating unimportant words or phrases, making ECAs not only coherent, clear but also exciting.

Synonyms in ECAs, however, occur in the rather small frequency of 4.3% to achieve precision and airtightness – typical characters of legal language.

For VCAs, synonyms, like ECAs, are sometimes found. With the same reason to ECAs, synonyms are also in the low frequency of occurrence (3.5%).

#### **4.4.1.3. Antonyms**

Antonyms that are the words in sense opposite in meaning occur in ECAs with the help to state all possibilities of a certain event in a provision. However, also due to possible ambiguity, antonyms constitute just 6.5%.

Similarly, antonyms also occur in VCAs at the frequency of 4% with the same function to produce coherence and therefore clarity and precision.

#### **4.4.1.4. Superordinate**

Superordinate that is general words or phrases used for a specific word or phrase can be also found in ECAs aimed to contribute to cohesion that promotes clarity and precision. This type appears in ECAs at the lowest frequency, namely 3.7%.

For VCAs, superordinate also creates cohesion and coherence, and then clarity and precision are accordingly reached, but occurs at 2.5%.

#### **4.4.1.5. Collocation**

In ECAs, cohesion is achieved partially thanks to the frequent presence of collocation that makes up approximately 31%.

Like ECAs, collocation is also used in VCAs with the frequency of 31%.

### **4.4.2. Grammatical cohesive devices**

#### **4.4.2.1. Reference**

The use of reference as grammatical cohesion in ECAs and VCAs:

- The occurrence of reference in ECAs is much more than that in VCAs (48,899 versus 4,895).

- In both ECAs and VCAs, anaphoric reference accounts for the greatest rate compared with cataphoric reference, namely 93.3%

in ECAs and 81.6%.

#### **4.4.2.2. Ellipsis**

Due to the risk of ambiguity caused by ellipsis, it does not exist in ECAs (0%) through the survey.

Unlike ECAs, there is a fairly high frequency of occurrence of ellipsis in VCAs with 3,351 (40.9%). All cases of ellipsis in VCAs belong to only nominal ellipsis. Taking on the characteristics of legal language, VCAs that abound with elliptical elements can result in ambiguity.

#### **4.4.2.3. Substitution**

Substitution is very scarcely used in ECAs and VCAs due to the fact that it risks potential ambiguity while collective agreements must be clear and comprehensive.

#### **4.4.2.4. Conjunction**

In ECAs, conjunction in ECAs can make the flow of sentences in the text smooth and coherent. The frequency of occurrence of conjunction in ECAs occupying 2.2%, in which the largest with 47.6% is *causal* (“therefore”, “for this purpose”, “then”); followed by *additive* (“and”, “also”, “in addition”), 28.6%; and *adversative* (“though”, “however”); 23.8%. But it is found that *temporal* is absent from ECAs.

In VCAs, conjunction occurs with a slightly higher frequency of 10.4% in which *adversative* accounts for the highest proportion of 70.6% (“tuy nhiên”, “nhưng”), *additive* falls into the second highest of 17.6% (“ngoài ra”); and the two remained: *causal* and *temporal* appear with the very little rate: equally 5.9% versus 6% (“do đó”, “sau đó”).

#### 4.4.3. Frequency of occurrence of Cohesive Devices in ECAs and VCAs

In conclusion, the frequency of occurrence of cohesive devices in ECAs and VCAs can be performed in the table below:

**Table 4.20.** Cohesive Devices in ECAs and VCAs

No.	COHESIVE DEVICES	ECAs	VCAs
1	Repetition	34.3%	50.7%
2	Synonym	2.8%	3%
3	Antonym	4.1%	3.4%
4	Superordinate	2.3%	2.1%
5	Collocation	19.5%	26.6%
6	Reference	36.2%	6.9%
7	Ellipsis	-	5.8%
8	Substitution	0.07%	-
9	Conjunction	0.73%	1.5%

Between ECAs and VCAs, there are two striking differences as follows:

- Meanwhile reference in ECAs occurs with the relatively great rate (36.2%), reference in VCAs is only quite small (6.9%).

- Meanwhile ellipsis does not appear in ECAs, it accounts for to 5.8% in VCAs. This proves that fact that VCAs are not really very clear, precise, and unambiguous. Therefore, writers of VCAs should carefully use ellipsis to create tight and unambiguous texts.

However, there are, between ECAs and VCAs, similarities; for example, repetition and collocation occur at the quite high rates; antonym, synonym, superordinate, and conjunction are used with a limited frequency; and substitution is in the scarce employment both in ECAs and VCAs.

## CHAPTER 5 CONCLUSIONS AND IMPLICATIONS

### 5.1. CONCLUSIONS

#### (1) Layout features:

- Both ECAs and VCAs share the similarities as follows:

- In the beginning section, both include the title, introduction, recitals, and end-marking sentence.

- In the body section, both have the two parts: obligatory and normative.

- In the ending section, both have the ending-marking sentence and signature.

- However, there are numerous differences between ECAs and VCAs:

- In the beginning section, ECAs and VCAs differ:

+ The title of ECAs is followed by the names of the parties and the effective duration, whereas that of VCAs is not. What is more, in the introduction of ECAs, only names of the parties are introduced by the conjunctions “between” and “and” and accompanied by their reference, but without the presence of their representative’s information. Whereas, in VCAs only the names of the representatives and their title are stated and introduced by noun phrases “Đại diện người sử dụng lao động” and “Đại diện người lao động”, and the references for each party are not used.

+ The “recitals” of VCAs precedes the “introduction”, while that of ECAs is vice versa.

- In the body section, there are the following differences:

+ In ECAs, the articles are, in general, specifically named and separately presented. They fluctuate from 20 to 40 articles. Meanwhile, the articles of VCAs are generally stated in about nine

chapters with the number of around 30 to 45 articles.

+ In obligatory part of VCAs, different from that of ECAs, the separately unnamed articles, namely “scope of agreement”, “term of agreement”, and “employer’s and employees’ responsibilities” are all stated in one chapter named “general provisions”. In addition, there are no such crucial articles as “no discrimination, no harassment”, and “no strike, no lockout” in VCAs.

+ In the normative part, ECAs, unlike VCAs, do not include the separate provision for female workers.

+ For the order of articles, the survey result shows that about 60% of the ECAs tend to state the obligatory part first and then the normative one. For VCAs, the obligatory part is divided into two: general provisions and others related to union – management relationship. The first goes before the terms employment and conditions of work (normative part) and the latter stand at the end.

- In the ending section, ECAs and VCAs have the following difference:

+ The end-marking sentence of ECAs that covers the parties’ statement of agreement, and place and time of signing is mostly structured in a participle clause or in a simple sentence. In contrast, the end-marking sentence of VCAs is constructed by two sentences.

+ For the signatures, ECAs is perhaps signed by several representatives for each party; whereas, VCAs have only one signature of the representative for each party. The names of parties are stated in ECAs, but not in VCAs. Especially, the seals are not necessary in ECAs but very important in VCAs for their legal power of the agreements. Lastly, the titles stand before the names in ECAs; meanwhile, the titles are located after the names in VCAs.

### **(2) Lexical features:**

• There exists a striking similarity between ECAs and VCAs is that both of them use the labour terms; reduplication of synonyms, near-synonyms, and related words; and avoidance of pronouns in the creation of formality, preciseness, and unambiguity.

• However, they differ in some typical features as follows:

- In ECAs, there is the employment of archaic words, but not in VCAs.

- Some pronouns sometimes occur in ECAs, but never in VCAs.

### **(3) Syntactic features:**

• There are fundamental similarities between ECAs and VCAs:

- Both are syntactically featured by the use of modal expressions, passive voice, nominalization, complex structures, and performative verbs to create modality, formality, airtightness, preciseness, and performativity.

- For modality, modal expressions are used both in ECAs and VCAs.

- With the effect of formality and unnecessary actor obscurity, passive voice is used in ECAs and VCAs.

- To achieve inclusiveness and precision, drafters of both ECAs and VCAs employ nominalization.

- Both are famous for their complex structures that result from long sentences and embedded elements.

- Performativity of rights and obligations results from performative verbs.

• ECAs and VCAs are brought about some slight differences:

- Unlike in ECAs, passive verbs and adjectives are, in VCAs, not found in the creation of terms and conditions of employment.

- Different from ECAs, passive voice in VCAs is less preferably used, accounting for 25% and 50% respectively.

#### **(4) Cohesive devices:**

- Similarities between ECAs and VCAs:

- + Both have lexical cohesive devices that are more dominant than grammatical cohesive ones (62.9% versus 37.1% in ECAs, and 85.9% versus 14.1% in VCAs).

- + Repetition and collocation occur at the fairly great proportion while antonym, synonym, superordinate, and conjunction are used with a limited frequency.

- + Substitution is scarcely employed.

- Differences in ECAs and VCAs:

- + The frequency of reference in ECAs is relatively high (36.2%); meanwhile, that in VCAs is only quite low (6.9%), i.e. that in ECAs is over 5 times more than that in VCAs.

- + Ellipsis is absent from ECAs; however, its frequency of occurrence in VCAs is 5.8%.

## **5.2. IMPLICATIONS**

### **5.2.1. Implications for teachers and learners**

- + Teachers should focus students' attention on the layout features by showing them some samples, emphasizing the three sections and their relevant factors, then asking them to practice.

- + Teachers should focus them on using lexical features, especially labour terms.

- + Teachers should introduce to students the grammatical features in the creation of properties of a collective agreement, Then ask them to draft their own sentences.

- + The proper use of cohesive devices is of great importance. Therefore, teachers should state and emphasize which cohesive

devices are useful for collective agreements, and which ones should be avoided to eliminate ambiguity and disputes.

### **5.2.2 Implications for writing collective agreements**

In drafting a collective agreement, HRM people who are in charge of labour affairs should:

- + Focus on the layout: Beginning – Body – Ending sections, together with the relevant factors to make a clear distinction and avoid confusion.

- + Pay attention to the lexical and grammatical features to create clear, airtight, precise, and unambiguous provisions.

- + Be careful to use cohesive devices to create a coherent text without ambiguity.

## **5.3. LIMITATIONS**

The thesis has been done with my greatest effort and to the best of my knowledge and understanding. However, mistakes and inadequacies seem to be unavoidable because we do not have enough time and reference materials. Besides, the number of analysis data is definite, so the analysis result will be relative. What is more, the limited ability of the researcher can also be considered another constraint. For these limitations, I would be very grateful to receive any comments from teachers, law and HRM experts and friends, in order to make the research a truly better one.

## **5.4. SUGGESTIONS**

For further investigation into employment field, I would like to offer some suggestions as follows:

1. A discourse analysis of employment contracts in English and Vietnamese

2. A discourse analysis of letters of appointment in English and Vietnamese