



Employment contracts renewal policy and academic talents in the University of Cape Coast: A critical discourse analysis

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Abstract

The paper evaluates the employment contract policy and how it regulates the employment of academic talents at the University of Cape Coast in Ghana. A qualitative research approach, the paper employed the symbolic ethnographic methodology, and the critical discourse analytical tool was employed to analyse the qualitative text produced from two employment contract renewal letters. The analysis revealed that the practice is a problem being sustained by both the authorities of the university and the academics. The analysis further reveals some unfavourable HRM practices, with possible solutions identified and recommended, therefore activating the problem-identification and problem-solving powers of CDA. The study recommends that UCC amend its statutes to discontinue the policy, or a lump sum should be paid at the end of a contract term comparable to some fixed-term office holders in the country. The paper contributes valuable literature and has policy implications for the university authorities and the government on the management of the employment status of PhD-holding university lecturers.

Introduction

Recent calls and practices for the creation of a knowledge-based economy have resulted in increasing reforms and investments in research and development (R&D) infrastructure, including universities and research centres. These have rendered universities key pillars for building and consolidating knowledge-based economies and have led many universities and governments to adopt policies and strategies aimed at enhancing scientific productivity among universities (Graham, 2018). The European Commission (2013) reveals that regardless of the huge investments, universities seldom realise the positive efforts of returns on investment in R&D, specifically research productivity in terms of publication metrics. What needs to be realised and as emerged from the works of King (2004) and Reich (2013) is that both the policies governing public universities and the researcher's career incentive play a critical role in realizing universities' scientific productivity.

This brings into focus the human resource architecture (Minbaeva & Collings, 2013) which

emphasises the management of the knowledge stock of organisations. With specific reference to an effective HR architecture in achieving the best out of an organisation's human resources, [Lafuente and Berbegal-Mirabent \(2019\)](#) write:

Human resource architecture models suggest how businesses allocate and manage different types of employees depending on both the characteristics of their knowledge-value (potential to improve performance) and uniqueness (degree of replicability) – and their relationship with the organisation (core employees, internal employees, external partners and contract workers). (p.2363).

This suggests that the strategic direction of an organisation should be properly linked to the management and expectations of employees ([Giancristofaro et al, 2009](#)). Specific to knowledge workers as university lecturers and researchers, [Hansen and Guidugli \(2016\)](#) include practices to manage the employment of knowledge workers. This reflects the outcome of [Harney et al. \(2014\)](#) in their study of the employment contract status of university research scientists as knowledge workers. They found that knowledge work thrives in a university environment where high interdependence of tasks enhances strong interaction between permanent researchers and other knowledge workers with flexible employment contracts. It is warned that because academics constitute a strategically valuable resource for universities, the development of their human resource strategies should be of paramount importance ([Raemdonck, 2023](#)).

By implication, best HR practices should focus on the maximisation of core employees' knowledge which is of prime value and has the greatest impact on performance of academic staff. Core employees should, therefore, not be candidates for temporary employment contracts. [Harney et al. \(2014\)](#) point out that regardless of their significant contribution to higher educational institutions (HEIs), contract workers are often underrated on the basis that their knowledge and abilities are of little value and potential and this, in the context of academic talent, is worrying. It has also been revealed by [Brunetti et al. \(2022\)](#) that the highly educated with temporal employment status are paid less regardless of any deferring contractual arrangements. This has recently been supported by [Raemdonck \(2023\)](#) that such employment should not restrict the life aspirations of jobholders as lecturers and researchers to conditional employment. These submissions contribute to the motivation for this article – the employment of academic senior members, does it satisfy their contract of employment aspirations? However, they should not go through the struggle of having to negotiate employment uncertainties ([Mayer & Velkova, 2023](#)). These submissions inspire the current study – to evaluate the temporal employment contract status of faculty members at the University of Cape Coast.

[Lafuente and Berbegal-Mirabent \(2019\)](#) question “whether universities' HR contract practices align with scientists' interests or, on the contrary, whether such HR policies increase job insecurity and send conflicting messages to scientists that affect their productivity?” (p.2364). This question by [Lafuente and Berbegal-Mirabent \(2019\)](#) also opens a search for answers to employment contract practices adopted by universities. Regarding the first issue, available literature indicates that the promotion and tenure of researchers and lecturers are mostly based on the faculty's publication records. In this regard, lecturers endeavour to satisfy the universities' requirements by publishing as much as possible in scholarly journals as HR uses the published list to influence tenure, compensation decisions, and promotion.

Regarding this issue, and referring to the Italian and French situations, [Lissoni et al. \(2011\)](#) revealed that the popular practice by universities is employing two forms of contracts to regulate employment relationships with their academic staff, including permanent contracts and fixed-term

contracts (Lissoni et al., 2011). The authors further revealed that the tradition has been that academics with permanent contracts are usually public servants with knowledge and experience that are core to the university. This supports the earlier submission that core staff should not be subjected to temporal/fixed-term contracts, as opposed to support staff who could be on temporal contracts. UCC lecturers and researchers being core workers are critical talents as distinguished from other talents or ordinary employees.

Regarding employment conditions and performance outcomes by temporal academic staff, a stream of research has emphasised that lecturers and researchers are archetypal knowledge university workers whose productivity level is affected by employment conditions; the available work arrangements; as well as the capacity to manage their career development (Harney et al., 2014; Lissoni et al., 2011). In a quite recent study on Spanish universities, the authors found that excessive use of fixed-term employment contracts has the potential to create an unstable working environment that restricts universities' capacity to capitalise on their knowledge workers (Lafuente & Berbegal-Mirabent, 2019). These are a pointer to the fact that the employment status of the 'human capital,' a term used in business literature to label human resource capabilities within knowledge-intensive organisations (Harney et al., 2014), including universities, need to be permanent. Brunetti et al. (2022) describe the employment arrangement as fixed-term wage penalty when they assessed the situation in Italian universities, while Harney et al. (2014) expressed similar sentiment when they studied five universities in Ireland.

The Chartered Institute of Personnel and Development (CIPD, 2006) defines talent as a complex amalgam of employees' skills, knowledge, cognitive ability, and potential, while Deloitte (2005) considers talent from a 'critical' point of view. Deloitte defines critical talent as the individuals and groups who drive a disproportionate share of their company's business performance and generate greater-than-average value for customers and shareholders. 'Critical talent' goes beyond performance, as critical talent does not necessarily refer to high performers but represents those individuals who possess highly developed skills and deep knowledge of not only the work itself but also how to make things happen within the organisation. The demand for a PhD, which authorities term a 'terminal degree,' for entry into teaching/research jobs in Ghanaian universities justifies the critical talent status of the senior academic members. These highly developed skills and deep knowledge, in terms of qualification, reflect the 'terminal degree.' Academic senior members are therefore critical talents. For this study, academic talents refer to PhD holders, who should be invested in as internal experts of the University (Author, 2017b).

The article considers the fixed-term employment status of academic talents at the University of Cape Coast during their normal working lives (up to 60 years). The aim is to evaluate the employment policy, ascertain if this is a problem in the university community, and determine if there are any ways of mitigating the practice if found to be a problem affecting the lecturers and researchers who are considered critical talents in universities.

Research Methods

This section describes how the research was conducted, including the methodology, data and data collection technique and procedure, and the data analytical tool and how it was used.

Research approach

The study was qualitative, as it used language text in its raw state for presentation and analysis of the study outcomes. The authors employed what they described as symbolic ethnography methodology. Ethnography has been a methodology applied to the study of people and cultures. It has come to be linked to almost any qualitative study where the aim is to present an in-depth narrative of everyday life and practices, especially how a given society pursues a given practice and how the practice affects them. Furman et al. (2007) have revealed that the methodology draws on several styles, including narrative, text, poetry, visual arts, or a combination of these. This study was designed to explore the employment contract phenomenon where the researchers observed society from the point of view of the subject being discussed, which is how the University of Cape Coast manages the employment contracts of its senior academic members. The methodology goes beyond ethnography to autoethnography, an ethnographic study in which the researcher is an integral part (Minge, 2007), which satisfies this current study, as the authors are senior members of the University, the unit of study.

However, though the researchers are part of the researched, the methodology goes further (beyond autoethnography) to *symbolic ethnography* since the data as provided symbolise what senior management of the university might have provided if 'population' methods such as interviews or focus groups had been applied as the data collection technique. The contract renewal letter and the notification to apply for a renewal letter, therefore, symbolised the contract renewal process, as every academic talent who had applied for employment contract renewal received them. Therefore, the two letters do not only symbolise the renewal process but also symbolise a summary of data that could have been produced by authorities of the University if they had been contacted to provide data relating to the employment contract renewal policy and related practices.

Primary data collection

Newman (2020) referring to the work of Fairclough (2003), clarifies text in two respects. First, text such as in a television programme involves not only language but also visual images and sound effects, implying that text could include other forms of meaning. The second clarification regards text as distinguished according to its material permanence—degree to time-space. Text used in this study—the two letters—suits the second clarification, which has been described by Chouliaraki and Fairclough (1999) as having mediated interaction that occurs between people using technologies such as written letters and emails. This means, "any particular use of language becomes a text only when a technical medium is used to increase time-space instantiation" (Chouliaraki & Fairclough, 1999: 42).

This current data deviates from the normal way of collecting data, where the researcher identifies participants (purposefully or conveniently) and interacts with them to provide data for processing for analysis. However, the data was provided when the intention was not for the research process. Conversely, the data, normal letters sent to applicants towards renewal of their fixed-term employment contract, motivated the authors to conduct the research. Therefore, instead of identifying participants to provide the data, the data was provided before participants were traced. However, subject to Newman's (2020) second clarification of text, the two letters produced from the offices of the Director of Human Resources and the Pro-Vice Chancellor justify texts for analysis as they have greater permanence at the material level. Therefore, the study does not depart from qualitative data for analysis, as the two letters (primary source language text) are qualitative data.

Data analytical tool

O'Leary (2007) highlighted this important aspect of the research process and intimated that data collection is of no relevance if no meaning is made out of the data. By implication, the data collected are of little relevance to the research if they are not processed and analyzed. The texts were analyzed employing Norman Fairclough's critical discourse analysis (CDA). CDA as an analytical tool is an approach to the study of discourse that views language as a form of social practice and concerns how social and/or political domination or oppression is reproduced by text and talk (Fairclough & Holes, 1995). This implies critiquing the language/text produced and subjected to analysis to tackle a social problem. Its problem-identification and problem-solving powers and their application to tackle a social order of a society for a social change sometimes double it as an underpinning theory for a study that applies it (Graham, 2018; Fairclough, 2001a). It is therefore considered as such in this study, and CDA as an analytical tool is not separated from its theoretical position.

CDA brings with it how discourse features as an aspect of social practice and a useful tool for analysing discourse that explains the way social power is abused and such societies are dominated and inequalities are produced, reproduced, and opposed by text and talk, which aligns with the interpretivist paradigm. Therefore, the data results are subjected to interpretations by the authors and the implications are reported. Fairclough provides that such inequalities, abuse, and domination usually happen in social and political contexts. This has been supported by Regmi (2017) that discourses in CDA should be studied in their social, cultural, and political contexts. These bring to light some relevant tenets of CDA, as using text for analysis is aimed at producing social criticism and attempting solutions based on linguistic evidence, which the employment contracts and continuity of employment of academic talents of the University of Cape Coast reveal and are enacted in practice.

This exposes the 'critical' aspect of the tool, which Graham (2018) reveals should be 'judgmental.' By using CDA, it is anticipated that its emancipatory power will be enough to attack any power and control that might be dominating the academic talents of the university in terms of their employment contracts and how their tenures are managed. The attempt to use CDA is therefore to tackle the social order (dissatisfaction with the employment management) for a social change (how the senior members want their employment contract managed). Therefore, the study is directed towards defusing the temporal employment status and the belittling of the value of academic senior members as internal experts (Author, 2017b), which many publications have supported (Giancrisofaro et al., 2009; Harney et al., 2014; Lafuente & Berbegal-Mirabent, 2019; Brunetti et al., 2022). This is based on the authors' speculation that the research is bedeviled by the current undesirable situation (the social order) and the researched looks forward to its solution for social change (Oppong, 2017a).

Analysis of data

CDA, with its problem-identification and problem-solving capabilities as an analytical tool (Silverman, 2006), is adopted to investigate the employment contract renewal policy. As revealed by Mullet (2018), CDA takes a number of different approaches and incorporates a variety of methods depending on the research goal. Fairclough (2001a) identified five stages of the CDA analytical framework, which are logically followed to analyse language text. The authors consider the logical order of the five stages to fall in line with our aim of thoroughly analysing the text (data) to tackle the study problem. We, therefore, opt for Fairclough's framework. The five stages include:

1. focusing on a social problem that has semiotic aspects;
2. identifying obstacles to it being tackled;
3. considering whether the social order (network of practices) in a sense “need” the problem;
4. identifying possible ways past the obstacles; and
5. reflecting critically on the analysis.

Is the employment contract renewal policy a social problem that has semiotic aspects?

It has been revealed that CDA is a problem-identification and problem-solving tool. For CDA to be a relevant and effective analytical tool, the subject of investigation should be a problem and a social one, which affects people in the society. This paper is motivated by an informal discussion at a meeting of a cross section of lecturers of UCC that suggested the dissatisfaction of senior academic members with how their employment tenures are managed. This should be a concern if holders of the highest (academic) qualification in the world could be subjected to temporary employment (Tomlinson, 2023). Feelings of the academic talents towards the policy, therefore, suggested a problem.

As part of the first stage of the CDA analytical process, the problem being analyzed should have a semiotic effect, which implies a dialectical relationship between language and other components of the social practice, which Fairclough (2001b) revealed should be produced in three different ways. Firstly, semiosis should be produced as part of social activity within practice. This is revealed in the university, as the two letters produced about the contract renewal process are dictated by the university’s Statutes (see UCC Statutes 2016), which regulate the employment relationship in the institution. Therefore, the contract renewal policy as a social practice (through text) is within the broader statutes.

Secondly, semiosis should also be revealed in representations. Social actors within the practice produce reflections of the affected person’s practices. In this regard, representations in practice are in two forms—by those outside the practice and the dominated or oppressed in the social practice. The first representation is seen in the involvement of heads of departments and deans in the contract renewal process, who are not the authorities offering the contract renewal or those whose contracts are being renewed. For instance, the phrase “by your Head of Department” in the quotation below demonstrates how others outside the practice are brought into the process.

Your updated curriculum vitae will then have to be forwarded by your Head of Department to the College Appointments and Promotions Committee through the Faculty/School Appointments and Promotions Committee.... (Letter 1)

The other practice is the applicant having to make the application, which sometimes becomes so cumbersome that the application will have to be reverted to him/her two or more times for corrections before finally being accepted. Updating of CV, collation of teaching assessment reports, and published documents since engagement or the last renewal are some of the activities represented in practice. Semiotic effects of CDA are, therefore, enacted in these employment contract renewal practices, including writing to communicate the willingness to renew, updating of CV, etc.

Thirdly, semiosis should also reveal the identities of participants as shown in the social activities of those affected by the problem as distinguished from those outside the problem. This aspect of CDA links and/or distinguishes the social actors. For instance, the first sentence of Letter 1 discloses identities.

Our records indicate that your contract of employment with the University expires on... (Letter 1)

The “our” identifies those outside of the problem and own the power to sustain it (the Director of Human Resources representing the university authorities), while the “your” represents those affected by the problem and disadvantaged by the social power (the academic talents). However, the social order does not involve only the two actors, but also others are represented and brought into the practice, therefore expanding the social coverage of the practice. For instance, Letter 1 mentions the Head of Department and the Appointments and Promotions Committees. Letter 2 lists many of the top officers of the university to be informed of the renewal of a senior member’s employment contract as reproduced below.

cc: *Pro-Vice Chancellor*
Registrar
Director of Finance
Director of Internal Audit
Provost, College of Humanities and Legal Studies
Dean, School of Business

Are there obstacles to the employment contract renewal policy that are being tackled?

The second stage of CDA diagnoses the problem. The question, therefore, is whether there are obstacles rendering the problem difficult to tackle and if there is a social life that presents itself and renders resistance to the problem solution (Fairclough, 2001a). Regarding the first part of the question, the employment contract renewal policy is situated in the wider Statutes of the University ([UCC Statutes, 2016](#)) and, therefore, is difficult to single out for consideration. By implication, reviewing the policy will mean having to review the whole statute. One issue is also that although members could identify the policy as a problem, they accept and trust the social order. Acceptance is based on the premise that it is the way the university renews members’ employment contracts to sustain their employment status. There is also the issue of power play, aspects of social practice that CDA attempts to tackle. This reveals itself in the form of members justifying or having to accept the decision of the University Council (owners of the policy) without criticism.

Related to this stage of CDA are three interdiscursive elements that are described by Farrelly (2010) as important practices of CDA, which, according to [Fairclough \(2003\)](#), reveal a critical examination of the text, which is sometimes taken for granted in CDA analysis. These three discursive elements include genre, style, and discourse.

Genre and style

Described as an action by [Fairclough \(2001a\)](#), genre is the form that language reveals when speaking or writing ([Ferrelly, 2010](#)). The actions, which are uncovered in the two letters, include who is doing what, who is the recipient, and under what circumstances. These questions describe the purpose of this study—evaluation of employment contract renewal (the action) of senior academic members (the recipients) in the University of Cape Coast (doing the action). These are reflected in social practices of the employment contract renewal policy design and enforcement, the procedure for implementation,

and the actual renewal practices (by both authorities and applicants).

Style describes how text is produced (Fairclough, 2003), including how people themselves behave or appear when speaking or writing, or criticism about others' behaviours. As the text for this analysis is produced through writing, the style includes the style of writing, such as being polite, receptive, etc. For instance, the production of the two letters reveals politeness and happiness with the applicant having his contract renewed. These are portrayed by portions of the text from Letter 2. Politeness is revealed by the text:

I am pleased to inform you that the Appointments and Promotions Board at its meeting on... (Letter 2)

On the other hand, contentedness is seen in the text:

Please, accept my congratulations. (Letter 2)

These two quotations reveal how authorities cherish their members and the anxiety to see their contracts renewed. This hints at how the university authorities may not be pleased if employment contracts of academic talents are not renewed, suggesting that there could be higher authorities sustaining the policy. "Our records," "attached confidential assessment sheet," and "the requisite documents shall reach this office" all serve as important strategic cues to inform the interests in and relevance of the contract renewal policy. These behaviours demonstrated by the university authorities through writing make one wonder if authorities would have advocated for the policy to be terminated if they had the power to do so, which also suggests there could be some higher authorities.

Discourse

This discursive element, at this stage of the analysis, has to do with how the research problem is represented or imagined when one speaks or writes. Farrelly (2010) intimates that discourse helps societies organise or be organised through the use of language and Fairclough (2001a) describes it as a way by which social life is produced. The employment renewal contract policy is represented through varied discourses presented in the two letters and reflected in other people management documents of the Institute. Some of these are discussed in the ensuing paragraphs.

Linguistic dimension. As has already been mentioned, discourse as a concept helps us appreciate the way we organise and are organised through the use of language and text. The employment contract renewal policy reveals some dimensions, supported by linguistic evidence. Some of these dimensions include documented HR policies and practices of the university. One of these non-aligned HR policies and practices is sabbatical leave, a social practice that presents itself and makes academic talents forget their temporal or floating staff status (Stewart & Brown, 2011). The highest number of years that one's contract could be renewed is six, as paragraph 4 of Letter 1 reveals. However, the Staff Training and Development Policy (see STDP, 2011) provides sabbatical leave of two years when one works for ten years. Section 5.1.1(iii) of the policy states:

Sabbatical leave of two years with pay may be granted after ten (10) years of continuous service.

Though it is a way of granting sabbatical leave to members with cumulative contract periods of 10 years, the sabbatical leave is ill-described, as senior academic members take the 2-year leave

without working for 10 years. This is because no member without a professorial rank has a single contract of 10 years to qualify for a 2-year sabbatical leave. Thus, the fact that one works for, say, two six-year contract periods does not mean he/she has worked for twelve years but two separate six-year periods. The employment contract renewal policy and the sabbatical leave policy are therefore disjoined.

Another HR policy that is not aligned with the employment contract renewal policy is the notice period when one intends to resign. Letter 2 only mentions the renewal and the end date without any other conditions, including the notice period. Does it mean a six-month notice period when leaving the university as provided in the initial appointment letter still applies? Section 13.6 of the [UCC Statutes \(2016\)](#) states that:

... a senior member may resign his or her appointment and thereby terminate the engagement with the University on giving, in writing under his or her signature to the Vice-Chancellor, at least six months' notice, which resignation takes effect on the last day of the calendar month. (UCC Statutes, 2016)

As this condition is not stated in the renewed employment contract letter, it implies that conditions in the initial letter of appointment hold. This draws a very thin line between the initial appointment and any subsequent employment contract (renewal). Thus, a separation initiated by the employee (resignation) is difficult to approach in terms of the notice period. For instance, the six-month notice period cannot be enforced when a senior member has less than six months on the current contract. This defeats a prime reason to plan for replacement before the final departure of the employee. The contradiction or lack of clarity is much revealed when the academic talent has the right to or not to renew the prevailing contract, which ceases to exist after the expiration date.

In view of this, kindly confirm in writing ...whether or not you wish to renew your contract. (Letter 1).

Normally, a given HR activity should be used to implement a broader HR policy. Management should therefore think through how to enforce the six-month notice period in line with the employment contract renewal policy. Or should the notice only apply when one has six months or more on his/her current contract? The option on the part of the academic talent to renew or not also affirms the distinctiveness of each contract term (of a maximum of six years), thus reopening the ten-year continuous service and two-year sabbatical leave debate. However, these HR practices would not be deemed inappropriate if, as stated elsewhere in this analysis, the university considers an academic senior member's tenure as continuous regardless of the distinct contracts.

Power and domination. Text as presented in the two letters produces domination (by the powerful) and marginalisation (of the powerless). [Van Dijk \(2001\)](#) views power in the critical analysis of discourse as social power that is potentially sustained through control, which [Wodak \(2009\)](#) regards as a social force. People have power if they can control the actions and minds of members of another group, especially if influenced by an authority that is partly or wholly integrated into law ([Wodak, 2009](#)). There is evidence of marginalisation of those below professorial ranks in the domain of the tenure and renewal of their employment. This is a show of power and domination despite the levels of education. The instruction to academic senior members to get the document to the office of the Director of Human Resources, as well as the warning to get the application to the office on time, are discourses that do not only paint a picture of power by the implementers of the policy but also

domination of the academic senior members whose contracts are to be renewed.

...the requisite documents shall reach this office at an earliest convenient time, to avoid delay in processing your documents for the renewal of your contract appointment. (Letter 1)

Power and domination are, therefore, depicted in the form of the upper experts of the institution dominating the lower experts. Experts because as holders of PhDs (the expected qualification to be engaged as lecturers/researchers), they are all experts in their areas of specialty. This power of the upper echelon to dominate the lower echelon is revealed in the provision in the statutes that this renewal does not apply to professors. An extract from the common letter of promotion to a professorial rank communicates the following.

In accordance with the University's current regulation regarding the tenure of Associate Professor/Professor, your contract appointment, all things being equal, will continue till you reach the retiring age of sixty (60) years as provided in the university's Conditions of Service for Senior Members.

Ironically, many of those in professorial ranks may not need more than one maximum renewal period before retirement, though this is gradually changing. This is what Oppong (2017a) described as the issue of "colonised elites" when he gave the analogy to describe the colonised who oppress their fellow colonised just by virtue of having positions of power. This analogy is revisited by wondering if the contract renewal policy was influenced by professors in the body that wrote the statutes.

Another dimension that the texts reveal through linguistic evidence is the seriousness the authorities attach to the policy implementation in the overall employment relationship in the University. The policy is applied to justify how members have proved themselves for their employment contracts to be renewed by evaluating members' performance, especially regarding research and teaching. However, the criteria raise a question: what purpose does it serve if publications are used as a major criterion (Quimbo & Sulabo, 2014) yet, someone's contract could be renewed without a single publication? This is quoted below:

The number of years of contract renewal will depend on the number of publications you have obtained since the last renewal of your contract. For avoidance of doubt, the following is currently being applied:

1. No publication since last renewal; contract may be renewed for two (2) years
2. One publication since last renewal; contract may be renewed for four (4) years.
3. Two or more publications since last renewal; the contract may be renewed for full term of six (6) years.

Item 1 on the list casts some doubts on the idea behind the policy. However, this softens the problem associated with the policy, as there is always a chance of one's contract being renewed regardless of the research output (the major criterion).

Counter discourse. A major tenet of qualitative analysis employing CDA is to look for everyday background aside from the historical, cultural, and other environments in which practices are produced

using language text (Prentice, 2010). Considering this should reveal the society within which the text is produced as well as its relevance. Considering the setting in which the study text is produced—by academic experts—there is counter-discourse, as the policy is contrary to what is expected from people known for their HR knowledge transfer. Individual discourses communicate best HR practices, but attempting to align them depicts disjointed practices, which are not expected from an institution of higher learning such as UCC.

Does the employment contract renewal need the non-solution of the problem to sustain itself?

The previous stage identified and confirmed the employment contract renewal as a social order (the problem). At this stage, the analysis moves further to ascertain and establish if the contract renewal problem does not need non-solution initiatives to sustain itself (Fairclough, 2003). When this is established, then CDA's emancipatory power could be activated to contribute to fundamental social change. That is to say, if the problem has not been solved, then CDA would become relevant as a problem-solving tool. The two letters for analysis reveal the non-solution of the problem and, therefore, the tendency to sustain itself. For instance, Letter 2 is prepared by the number two authority of the university and copied to high authorities, including the vice chancellor, the registrar, the director of finance, the director of audit, and the provost of the college of the applicant. All these authorities being aware of each renewal means they accept it as it is.

About sustaining the social order, reference is made to the following sentence from Letter 2.

Your renewed contract will, therefore, expire on July 31, 2025. (Letter 2)

As this end date does not coincide with the retirement of the academic talent concerned, the contract will have to be renewed on expiry. Academic senior members adhering to the policy procedure and the authorities complementing the policy is an attempt not to solve the problem and, therefore, helps sustain itself. This is evident in the problem-identification power of CDA as it reveals the contributions by both the powerful and the dominated in sustaining the social order. The non-solution is fortified by the applicant writing to accept the renewal, though Letter 2, giving notice of the renewal by the authorities, does not demand the applicant to acknowledge or accept the renewal. This highlights the contribution to and acceptance of the policy and its related procedures by those affected by the problem. Without an attempt to arrest the situation, the temporal employment status of academic talents will continue to sustain itself.

Can there be ways past the permanent employment contract obstacle?

Once identified as a problem and non-solution to it will enable the problem to sustain itself; there is the need for a solution to illuminate the problem-solving power of CDA. The problem moves from negative (temporal employment contract) to positive critique (search for permanent employment contract) and thus searches for unrealised possibilities of effecting change (Fairclough, 2001). By implication, the CDA moves towards finding out if the text produced reveals any contradiction to the problem and if there are any moves to bypass this. Here, CDA should be able to highlight and justify the problem and if there are any solutions. At this stage, the current problem, "what it is," differs from the expected situation, "what it should be."

As regards the problem under investigation, should Ph.D. holders and experts in their own rights work on a fixed-term basis when the university job is permanent? To answer this question,

reference is made to [Oppong \(2017b\)](#) who analyses whether members are internal or external labour in the university. According to the author, internal labour forms a long-term relationship with the organisation while external labour is only required for a given assignment and leaves after its execution. Being experts by virtue of their qualifications and specialisation in their respective fields it is essential to establish if academic senior members are internal experts (experts from within the organisation who form long-term relationships) or free agents (experts who come in for a shorter period and are free to leave at any time). Comparing the two human resource strategies and their tenets, academic talents are free agents but with flexible employment contracts. However, what the situation should be is that they are internal experts, who should be in an uninterrupted, permanent employment relationship.

At this point, CDA with its discursive approach draws the analysis towards examination of the following questions to identify any obstacles and the possible ways past them. First, what are the causes or background to the problem? It is not clear the courses of the policy except that it could have been copied from outside universities ([Lafuente & Berbegal-Mirabent, 2019](#); [Harney et al., 2014](#)). Or, as it is speculated, the policy is a long-standing one that was available during the era when university teachers were master's degree holders or first-degree holders in certain areas. The policy was therefore relevant for faculty members to justify their employment at certain intervals of their tenure. However, at this point, where the mandatory entry qualification is a PhD, the policy appears to have outlived its relevance.

Second, who is responsible for the solution of the problem? Once the background or the root of the problem is identified, the next step is to determine who solves the problem. This is mostly influenced by adherence to the Statutes but also partly dependent on the academic senior member's resistance to the social order and initiating moves for their permanent employment status ([Oppong, 2017b](#)). However, the social actors include the university authorities, the government, and the University Teachers Association of Ghana (UTAG), therefore creating a complex network of solutions. However, the resistance to the social order rests on the shoulders of UTAG who, as suggested by these authors, have two options. Firstly, UTAG should be proactive and consider this as a priority struggle to benefit its members. This calls for arranging to have the issue on its agenda for consideration. Second, if the social order will be sustained, then the University and, especially, the UTAG should argue for end-of-contract benefits comparable to Article 71 office holders ([Constitution of Ghana, 1992](#)) and rightly so that after every term an appropriate lump sum (ex-gratia) should be paid before the next contract term could be considered. After all, the [UCC Statutes \(2016\)](#) recognise a contract period as a distinct employment relationship.

Except as may be otherwise provided in special cases by Council, a senior member appointed to a full-time post in the University on a renewable contract shall retire from his or her appointment and all other offices held by him or her in the University by virtue of the appointment at the end of the academic year in which the contract expires. ([UCC Statutes, 2016](#))

The challenge, however, is that, while the policy is formulated by authorities of the University, negotiation to demand any payment (if an option) is with a government agency that is distanced from the University. Regardless, UTAG has the responsibility to tackle the negative aspects of the policy for its constructive application as it plays a critical role in regulating academic senior members' tenure of employment.

Another dimension revealed in discourse (through text) has to do with the responsibilities of

managing the employment contract. Who takes responsibility for the offer of employment contract; notice to renew the contract; and notification of contract renewal? While the original (initial) offer of employment was signed by the vice chancellor, the notice for application for contract renewal is given by the Director of HR, while the contract renewal letter is signed by the Pro-Vice Chancellor. Each of the individual HR activities is acceptable. However, the practices bring to the fore the role of the HR Directorate in hiring for academic positions – is it the role of HR or academic position holders? The Directorate of HR, being the people management wing of the University, could own employment management responsibilities including offers, renewals, and terminations with recommendations/advice from users or supervising academic units. This, however, mirrors the prevailing practice of hiring academic senior members where most of the processes are managed by academic position holders after the application is forwarded from the Directorate of HR.

Has there been a critical reflection on the analysis?

The analysis ignites the emancipatory power of CDA and reflects on itself to raise the question of how effective it has been as a critique of the social problem using discursive techniques to contribute to the social emancipation of those affected by the problem. In reflecting on the analysis, interactions of the various discourses as identified and also contributions by the social actors have revealed the effectiveness of CDA as a problem-identification and problem-solving tool. The success of the analysis has been hugely influenced by the effectiveness of the symbolic autoethnography methodology as the two letters have proved to be quality data for the analysis. The symbolic data, combined with CDA, have succeeded in identifying the employment contract renewal policy as a problem situated in the texts/language produced in the study organisation. It is a problem that affects academic talents who, through the analysis, have been identified as ‘silent sufferers’ as they fail to initiate a social change in the face of the social order.

It is believed that members with such academic backgrounds undertaking university teaching and research should not be reduced to temporary workers, a practice usually reserved for relieving staff and short-term position holders. Again, reflecting on the analysis some undesirable HR practices/activities associated with the policy have been revealed. The problem-solving aspect of CDA using the qualitative symbolic data has produced ways to overcome the problem. These have been revealed to be initiated by both the authorities of the University and the academic talents through their association, UTAG. The problem-identification and problem-solving powers of CDA, as an analytical tool, have therefore been revealed and confirmed in the study.

Results

Critical analysis of the two employment contract renewal letters (the symbolic data) has revealed two main categories of findings – the main (what the study set out to achieve) and the subsidiary (revealed outside the main finding).

Main findings

The employment renewal policy is a problem that is being sustained by both authorities and the academic talents of the university. This implies that the fixed-term employment status is not an accepted employment arrangement, though it is the only tool used to regulate the employment tenure of academic senior members of the University. Also, the current practice defeats the management of employment of critical talents as lecturers and researchers who are with terminal degrees but are subjected to temporal employment status while the University is not a time-based institution.

Subsidiary findings

The analysis also revealed some undesirable HRM/management practices and activities. These include the following:

- i. Contradiction between the end date of the fixed-term employment contract and the six-month notice period when a member resigns from the services of the University.
- ii. Lack of clarity about whether the employment of senior academic members is managed by the Directorate of HR or by academic position holders. This, however, mirrors the normal hiring practices of hiring academic staff in the university.
- iii. Ten-year service is linked to the granting of two-year sabbatical leave, while, in reality, no one (apart from those of professorial ranks) serves for more than six years under any contract term. An instance of two disjointed HR activities.
- iv. Professors exempted from the practice hugely contribute to sustaining the problem. It is speculated that the professors with the highest academic ranks with powers to influence the policy may be 'sleeping giants' since, though they could contribute to the social change, they care less probably because they are not affected by the problem and are also not part of the creation of the problem.

Conclusion

The two letters constituting the main data have been analysed by applying CDA. The tool has been successful, as it has revealed the employment contract renewal policy and its implementation as a problem. The analysis has also revealed some related HR practices and the actors who attempt to sustain the policy. These practices enacted through language have illuminated the problem-identification powers of CDA. As the analysis will be half-baked without the problem-solving aspect, the following have been identified as the possible ways past the problem to highlight the problem-identification and problem-solving powers of CDA and its relevance in the current study.

It is recommended that the employment status of the academic talents should be converted to permanent contracts, as the temporal status does not reflect their highly developed skills and deep knowledge. Or, if the social order should be sustained, then there should be payment of end-of-contract benefits before a new contract could be arranged. UTAG, therefore, has the responsibility of presenting these at the negotiating table and working to emancipate members from the negative effects of the policy.

Being the first publication on the policy, the study contributes valuable literature on the university's management of the employment status of its academic talents and extends the literature on the subject. The study also has policy implications for the authorities of UCC and the government of Ghana on the way forward in the management of the employment of critical talents as university lecturers and researchers, though the practice is similar in some other countries. Regarding UCC, the study has additional value for how to streamline some other HR practices that the analysis has found to be undesirable, especially in relation to the employment contract renewal policy.

Suggestion for further studies

It is speculated that, like the employment contract renewal policy that has been identified to be problematic and influences other people's management practices of the University, there could be other similar policies. It is therefore suggested that such policies are identified and evaluated, including the policies relating to promotions, which has been found as an "extension" of the policy under review.

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