

# **The Most Common Problems in Translations of Employment Documents in Terms of Naturalness of Translation**

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## **Abstract**

In the context of the European free movement of workers, there is a demand for translations of employment-related documents on the Slovak market. These draw on terms and language structures from both EU and national legal systems. By analysing our own compiled corpus of agency translations from French to Slovak language, we aimed to differentiate problematic terminology elements – at the collocational and syntactic level – both in terms of text functionality and translation naturalness. Translators are subject to the trap of literal translation and polysemous words. Long, compound sentences typical of prescriptive language and contractual texts are also a pitfall. This paper is a part of a corpus research on labour law texts, from which recommendations for the translation of typical linguistic features and the use of available tools should emerge.

## **1. Introduction**

The free movement of workers in the European Union brings translation market demand for the translation of administrative documents, which is a condition for rights related to this labour movement to be exercised. Employment contracts which, according to the relevant legislation of some Member States, must be drawn up in the national language, tend to be the most translated working documents. If a contract is concluded with a foreigner, it is usually translated into the mother tongue of that worker and this language version is used to resolve any employment disputes. Since work for an employer is an important component of his/her individual life, thus constituting conditions of his/her existence in the future consisting of a vested pension, employment contracts also have an exceptional position in terms of professional translations. Other employment-related documents in the translation market include work-related agreements, student work agreements, temporary agency work documents, invitations to foreign colleagues, etc. Labour law terminology also arises in various administrative forms, applications, and decisions, but are less rich in the syntactic and stylistic segments typical of legal languages. In this paper, we will focus on identifying interesting translation problems related to the translation of employment contracts. Reflections on the characteristics of problematic elements of translated texts led us to consider what is typical and recurrent in the textual language under study. This is the subject of our framework research.

## **2. Research to date and case study methodology**

The translation of employment law documents is a seldom explored area in academic literature. Labour law documents can be classified as secondary legal texts when distinguished from primary legal texts (laws, regulations, decrees). These are pragmatic texts which, according to the text-type classification by Reiss, have an informative and prescriptive function. Dolník and Bajzíkóvá (1998, 75) classify (labour) contracts as normative texts in the same group as legal norms. As such, their vocabulary and stylistic elements should resemble labour law legislative texts. Legal texts both primarily and secondarily “speak the same language” because professionals implementing employment relation law and those who write draft employment contracts use the terms contained in legal norms that regulate the legal concept or situation in question. Legal usage has also established the phrases, formulations, and conventional linguistic templates used in both oral and written expression in the drafting and application of law. These typical elements are the subject of our research.

Analysis of legal terminology is considered to be a prerequisite for translations, and the most essential competence of legal text translators. Legal terms are mostly multi-word (e.g. 'contrat de travail', 'organisation professionnelle', 'accord collectif', 'travailleur temporaire'), which corresponds to the most common method of term formation, namely, compounding. The author of the French explanatory legal dictionary “Vocabulaire juridique” states that 'two thirds of terms are compound expressions' (Cornu 2000, 175). That is why terminological and collocational levels are closely linked in any corpus research of legal texts. Scholars such as Kjaer (2007) and Biel (2010) offer their classifications of phraseology and collocations.

In our opinion, sentence construction reflects the quality of the translator’s competences at the stylization stage of a final text. Hence, naturalness, which is a desirable feature in translation as per Rogers (1999) and Salkie (2007, as cited in Loock 2016, 125), can only be achieved through such sentence construction that sounds fluent within the framework of syntax and stylistics. A legal text is characterised by an abundance of compound sentences in which both legal terms and references to legal norms or contractual provisions are layered. This is why in this paper we also pay attention to the sentence level.

As a result of the above postulates, we have chosen three levels of translation problem investigation in this case study:

- terminological level,
- collocational level, and
- the level of sentence structures.

The specificity and difficulty of translating concepts between different legal systems (both at the national and supranational level) when there is no equivalent in the target language to name a source language concept attracts the attention of translators, linguists, and lawyers alike. Translation strategy in terms of the function of translation in the target legal system is

developed by Šarčević, who defined the concept of 'functional equivalence' (1997). Theorists agree on the assumption the concept of legal translation should focus on the communicative function of translation, the recipient's expectations, and pragmatic goals, while maintaining fidelity to the original (Nord 2003, as cited in Ďuricová 2016, 40) and on the linguistic-semantic interpretation of content according to the source language country legal system (Štefková 2013, 40).

Recent research has focused on conventions established in practice and on establishing norms for solving translation problems at a particular textual level (Nord 2011, 36-40). In Slovakia, this has recently been the main theme of the *TransIus: From Conventions to Norms of Translation in Legal Discourse* project, with papers by Štefková (2013), Ďuricová (2016), etc. The study of translations of EU legal texts from English into Slovak is the subject of Gibová (2010). Legal translation from English into Slovak is also the topic of Hrehovčík and Bázlik in their monograph on sworn translation and interpretation (2014), which also includes a case study of translation errors. The characterisation of translations for EU institutions is the subject of Biel (2010), who also undertakes research into legal language employing tools of corpus linguistics. Prieto Ramos as director of the Centre for Legal and Institutional Translation Studies (University of Geneva) deals with the quality of legal translation for international institutions.

This work is a case study of the bottlenecks identified in translations of employment contracts from the Slovak domestic translation market, as supplied by official translators appointed by the Ministry of Justice of the Slovak Republic. Conditions of this activity in Slovakia affecting the quality of translations were mapped by Rakšányiová, Djovčoš, and Štefková, and are different from the translation conditions present within the European institutions.

Potočár (2018) has developed a methodology to evaluate legal translation in Slovakia. The problems we have identified through a critical analysis of translations can be described as translation errors. The most frequent errors are terminological ones (Potočár 2018, 21) that are relevant depending on the text type and function, followed by lexical errors, stylistic errors that distort naturalness of translation, and textual cohesion and coherence errors. These are four of the five error classes that correspond to the respective linguistic levels according to the authors of the "Manual for the implementation of quality assessment standards for translation services" of Prešov University (Jenčíková 2020, 35).

The corpus of translations we used for the analysis was collected from our own practice as a sworn translator, translation agencies, and fellow translators, and we also used some student translations. This type of corpora is often referred to as do-it-yourself (Loock 2016, 79). We had two subcorpora, which were parallel texts of the French original and the Slovak translation. In this work, we are primarily discussing translations from French to Slovak. The number of words in the translated texts in the Slovak language was 9,112. The small size of texts analysed is related to the limited availability of contractual texts due to data protection (Biel 2010, 4). Nevertheless, we could observe recurring problems in texts as specified in the following chapters. After reading translated texts and comparing with

originals, we highlighted problematic points. In the case of multi-word terms, collocations and standard phrases (Kjaer 2007, 509-510), we also took into account translation solutions from the texts of European institutions (available in the Eur-Lex corpora) and in the corpus of the Court of Justice of the European Union (CJEU) case law for a comparison. We checked translations in the French-Slovak parallel corpus of the Slovak National Corpus (SNK) and in the EUR-Lex parallel corpus of Sketch Engine corpus query tool, first the term of the source language in the French part and then the equivalent translation in Slovak.

In the following sections, we have selected a few translation issues from each of the three above mentioned levels. They illustrate our recommendations regarding translation procedures and the use of translation aids.

### **3. Terminology**

Considering the model structure of employment contracts, terminology elements are part of the articles or clauses that govern the statutory formalities relevant to the employment relationship, such as job position and employee's grade, salary and components, responsibilities, work time, rights and obligations of the parties, non-compete obligations, protection of intellectual and industrial property, and social security/pension fund contributions. This short-term calculation indicates that the terminological side of this type of text includes labour law, social security law, intellectual property law, and accounting and payroll terminology. With regard to the terms which are "names of the concepts delimited by definition and place in the system of a certain expertise" (Masár 1991, 19), we must indicate the system side of those terms examined. The law is a system, consisting of subsystems constituting legal areas of law that contain a set of other special terms used exclusively, not in other subsystems, but the general system of law is applied across all the subsystems. Therefore, a lawyer expert can understand expert texts from sectors other than in his/her own specialism. We focus on employment contracts that combine the specific labour law terminology (e.g. probationary period), general legal terminology (e.g. commitment), and non-terminological vocabulary typical of all contract types (e.g. those contained in the expression: 'to be governed by the relevant provisions').

In order to illustrate translation problems of a terminological nature, we must first bear in mind that terminological equivalence is a fundamental quality criterion for professional translations (Škrlantová 2005, 133). Legal terms are vehicles for the information in a text, and the main attributes of such terms are accuracy and unambiguity. Due to the inter-cultural incongruity of legal systems (Ďuricová 2016, 74), a translator is logically drawn into the process of legal comparison. The initial parts of employment contracts include an employee's job title (operational director, referent), his/her grade, step, responsibility, socio-professional category (manager, supervisor), and coefficient. These terms are used differently in different legal systems, and have different content:

1. *Madame est engagée en qualité d'Assistante de Direction avec un statut ETAM, niveau IV, échelon A, coefficient 250*

Examined Slovak translation: *Pani je prijatá na pracovné miesto asistentky riaditeľa, štatút ETAM, úroveň IV, stupeň A, koeficient 250* (Ms is engaged in the post of an Assistant Director, ETAM status, level IV, step A, coefficient 250)

In Slovakia and France, the 'coefficient' expression in respect of grade does not have the same meaning, although in some way it specifies the employee's position. From the translation theory perspective, if we were to examine the compatibility of the translation (i.e. the purpose and function of the translated employment contract compared to the source text (Nord 2003, as cited in Ďuricová 2016, 50)), we would not seek the analogous categorization of concepts in the Slovak legal order, but rather would adopt the documentary translation way and use the term 'loyal' (Nord as cited in Ďuricová 2016, 50) for the source text, from which it would feel that the law applicable to the contract is foreign.

2. *groupe 4 – skupina (group) 4, coefficient 119 – coefficient (coefficient) 119*

We find different solutions in the examined corpus of translations. We consider it problematic, for example, to unify the translation of rank names in the government (as is the case in the army (Chaloupský 2012)) and, by analogy, the translation of categorization classes of activities, professions, and wages.

The terminological level includes the names of the parties and persons working in relation to the employee. Besides the expression *employeur* (employer), the word *entreprise* (enterprise) is used in French employment documents in various forms. The Slovak expression *podnik* is used more in business relationships and such contexts, so for an employment relationship we would recommend translating *entreprise* into the Slovak language as *zamestnávateľ* (employer), all the more so if it appears in the text as the other party in conjunction with the employee. Slovak labour law insists on the general use of the term 'employer' in the labelling of that part of the employment relationship. When seeking the term which represents the translation equivalent, the context is decisive. According to Cabré (1993, 207), one conceptual field containing terms connected by topic may include various constructs depending on the point of view (e.g. 1. employer-employee-job, 2. enterprise-business activity-market).

The other part of the work relationship is the employee or jobholder. To designate the person pursuing an occupational activity for his/her employer within the framework of an employment relationship, French has the term *salarié*, the basis of which is  *salaire* (i.e. a 'wage'), which reflects the nature or motivation of such a relationship. Since an employer is *employeur*, originating from the verb *employer* – to employ and of the noun *emploi* (employment, job), in translations into French, Slovak translators often resort to using *employé*. Although French labour law uses the term *employé*, this does not designate an employee in general, but rather an employee who is not involved in the physical production or performance of an employer's activity or services. The word is therefore not synonymous.

The terms generally appear in provisions relating to the protection of intellectual property. An employer protects his/her technical improvements, inventions, and business secrets from an employee in a clause that contains terms such as 'application of an invention', 'patent filing', 'validity of trade mark', etc. The French nouns *dépôt* and *renouvellement* cause some difficulties because of their polysemy. In terms of intellectual property protection, *dépôt légal* (legal deposit) is used in connection with artworks and means archiving a compulsory copy; but in the case of inventions subject to protection, it refers to registration, not archiving. These variations of meaning of one term in different legal situations are explained in legal monolingual dictionaries (we used 'Vocabulaire juridique' by Gérard Cornu). The legal term *renouvellement* means extending the validity of something. The first meaning of this word is renewal. However, if we use the Slovak *obnovenie* (renewal), moreover, in an imperfect form '*obnovovanie*' expressing a repetitive action, in a sentence where the idea is not further developed, the reader may not be clear about what is being renewed, since there is no direct object as in the case of 'contract renewal':

3. **FR (original):** *La Société sera également seule titulaire des droits de dépôt, d'extension et de renouvellement applicables aux Créations*

**SK (translation):** *Spoločnosť bude jediným držiteľom práv na archiváciu, rozširovanie a obnovovanie, ktoré sa vzťahujú na diela* (The company shall be the sole holder of the archiving, distribution, and renewal rights applicable to works.)

In our opinion, the following wording is more comprehensible: "*Spoločnosť bude jediným držiteľom práv na prihlasovanie/registráciu výtvorov, rozširovanie a obnovovanie ich ochrany*" (The company shall be the sole holder of the deposit, extension and renewal rights applicable to creations). In the Slovak version, verbs of very general meanings are used, so we have added their objects to increase clarity that give lawyers comprehensible formulations naming individual rights as per a text. We verified collocations of the verb noun *obnovenie* (renewal) in the concordances of specialized corpora SNK' and 'od\_justice', where it was shown that in legal texts *obnovenie* always occurs in conjunction with direct object, never on its own. In this respect, the problem at the terminological level is closely related to the collocational behaviour of keywords, typical of legal texts. The choice of the equivalent and also its placement in the sentence significantly affects the intelligibility and unambiguity of the text.

Articles specifying the conditions of social, health and supplementary insurance are included in French employment contracts. National differences between the systems require the translator to seek and thereby correctly grasp their content and scope, and then to find the appropriate target language solution. In the translations under consideration, we had a problem with the word *régime*, which in the French social security concept refers to a set of statutory conditions which determine the system of various high social security contributions and entitlements applied in a certain population group (e.g. self-employed persons, soldiers, civil servants, and railway workers). We came across, even in agency translations, the usage of the

easiest, sound-identical equivalent, which in Slovak is the word *režim*. But this is a 'faux-ami' because this French word is also polysemic and the context requires a different equivalent, e.g. the word *ystème* (*system*).

If the title of a contract provision is one word – *Mutuelle*, it would be appropriate first to ascertain the content of the provision in question, to clarify the meaning of the French concept of *mutuelle* - mutual insurance and its relationship an employer provides to an employee and to which the contract commits, namely to cover health care expenditure beyond that reimbursed by a health insurance undertaking. We therefore propose translating the title of the article as *Doplňkové zdravotné poistenie* (Supplementary Health Insurance) rather than the *Vzájomné poistenie* (Mutual Insurance) we found because a literal translation is incomprehensible to the Slovak addressee of the target text. Whilst a descriptive translation could still be considered – whereby content that relates to the legal form and status of that insurance company or insurance type would be maintained – we nevertheless believe that this approach would extend the provision's title too much, and add conceptual components unnecessary for the translation function.

In the chapter on terminology, we also mention the French word *recouvrement*, which is part of the institution's name we are discussing below. According to *Vocabulaire juridique*, this word means a collection of amounts due, both voluntarily and forcibly, and the recovery thereof. In terms of the natural character of the translation, the Slovak term *výber/vyberanie* (collection) is better than *vymáhanie* (recovery), as there is also a division of contribution collection in the Slovak social security institution. When analysing the semantic content of the role and status of such institution in the source language's legal system, we found it is a whole division of the social security system in charge of collecting social security contributions, not just the recovery thereof. The word 'collection' is more general, whereas 'recovery' collocates only with outstanding debts. Here we can see the role played by a thorough analysis of the source text in the context of interculturality, and also by a comparison to the target language's legal order.

### **3.1 Translation of titles of documents, forms, institutions and their abbreviations**

The terminological component of this type of text demands a translator's attention even from the document's title in the case of contracts which do not exist in the target language's legal order. This also includes the names of institutions or, where appropriate, the names of the documents required on entry to employment. These foreign realities are not suitable for naturalization, but in translation they will in any case retain all the relevant semantic components.

Sometimes a translator falls into a polysemy trap, as in the case of a French form called

*Déclaration unique d'embauche*.

The word *unique* means both the only one, single and unique (*sui generis*), which appears in the title of the document *Acte unique européen*

(Single European Act). The authors of the above-mentioned form certainly did not want to say that it was the only existing form relating to employment (the translator into Slovak mentioned *jediné tlačivo o prijatí do zamestnania* (the only recruitment form), but rather that it was uniform for all: i.e. a single recruitment form. In our opinion, the solution to such errors is to read the resulting text carefully, possibly with a proofread by another person, and to use available translation tools such as translator vocabularies with comprehensive meanings.

As in legal texts generally, employment contracts particularly contain abbreviations of institutions. France has the URSSAF/Urssaf (Unions pour le Recouvrement des Cotisations de Sécurité Sociale et d'Allocations Familiales) work and social security network, which is literally translated as *Únia pre výber poistného na sociálne zabezpečenie a rodinné prídavky*<sup>1</sup> (Union for the collection of social security contributions and family allowance) and not used in source texts, including employment contracts. Hence an abbreviation is practical, but falls short of the translation function, so the long name is conventionally translated in brackets after the abbreviation, and only the abbreviation is left in the remainder of the text, a practice used in European institution translations as well. Such procedure, or the systematic translation of a long title, was also agreed by theorists of legal translation (Ďuricová 2016, 116).<sup>2</sup>

Finally, we will be presenting the translation of institution names with the above-mentioned French term *union*. The French "Union for the collection of social security contributions" is a group of private organizations that represent the State in public service tasks, such as the collection of social security contributions (something similar to private health insurance companies in Slovakia). In French, the word *union* is also used to name clusters, including clusters of enterprises (Vocabulaire juridique), in contrast to Slovak where the word *únia* refers to an association of organizations, political parties, or states (as per the *Krátky slovník slovenského jazyka* dictionary). When examining the function and importance of an organization the name of which is translated in order for the reader to understand its purpose and function, it is good practice for the translator to also examine such entity's status and organizational form. If we focus on the communicative function of this translation – which is defined by classifying this text among informative texts, when it comes to the whole transfer information we could also consider other solutions that reflect the purpose and function of the organization, such as *Divízia výberu poistného na sociálne zabezpečenie a rodinné prídavky* (Social security contributions collection and family allowances division), *Agentúra na výber poistného* (Agency for collection of social contributions), etc.

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<sup>1</sup> We found the above-mentioned translation in the corpus of the case-law of the European Court of Justice, <https://www.curia.eu>.

<sup>2</sup> The publication is an output from the TransIus project – From Conventions to Norms of the Translation in the Legal Discourse – this book is one of the outputs of this project, <https://fphil.uniba.sk/Transius>



#### 4. Collocations

The collocational level of employment contracts is very broad. "Collocation" is defined as a meaningful combination of words, the origin of which is conditional on their tendency or legitimacy to occur together in a collocation and on their semantic binding (Čermák 2006, 10). As such, it covers multi-word terms that indicate the above-mentioned verbo-nominal structures as contained in employment contracts (*uplatniť právo* - exercise of the right, *zachovať mlčanlivosť* - keep confidential), which are standardized in the legal field, as well as other established set phrases of a non-terminological nature.

Collocations of terminological nature belong to specific elements of specialized texts. For example, it is an association of the semantically essential term *insuffisance* (insufficiency, deficiency) with the modifier *professionnelle* (professional). In the context of labour law, this binomial term refers to a reason for the termination of employment. By comparing translations of EUR-Lex documents via the French-Slovak parallel corpora of SNK and Sketch Engine, we found the following solutions (we list the number of occurrences out of a total of 47; 20 in SNK and 27 in Sketch Engine): *odborná nespôsobilosť* - professional incompetence (18), *nespôsobilosť* - incapacity (14), *neuspokojivé plnenie úloh* - unsatisfactory performance of duties (2), *podpriemerný výkon* - below-average performance (2), *nedostatočný/á (profesionálny/a) výkon/nosť* - insufficient professional performance (10), *odborné nedostatky* - professional deficiencies (1). While we admit that the importance of these translation solutions in the context of employment relations is acceptable, we see some conceptual shifts. These arise as a result of the semantic content of the polysemic words that comprise this collocation.

In this context, we refer to the second component of the discussed phrase, the adjective *professionnel* (professional) that appears in the first translation solution we found in the European database worded as follows: *odborná nespôsobilosť* (professional incapacity). Here we find one of the meanings of the French polysemic word *professionnel*. Overall, the modifier *professionnel* is almost the core concept around which several French multi-word expressions typical of labour law oscillate. After all, the word *profession* (profession) is a key term in our research field. As a modifier, an adjective occurs in multi-word terms as *activité professionnelle*, *organisme professionnel*, and *organisation professionnelle*. Slovak dictionaries give the following meanings for *professionnel*:

1. *služobný* (related to a service relationship), 2. *odborný, profesionálny* (professional).

The first is the subject of labour law within the meaning of occupation and employment. The second meaning refers to expertise as a quality, a feature in contrast to non-expertise and laiciness. Multi-word *activité professionnelle* is a term that appears in employment contract articles, which are called non-compete obligations. The Slovak Labour Code uses the terminus technicus *zárobková činnosť* (gainful activity) to denote this activity in Article 83 "Pursuit of other gainful activities" and 83 a "Reduction of professional or trade activity after employment". Instead

of *zárobkový* (gainful), we have noted the use of *odborný* (professional) and *profesionálny* (professional) in the translations under consideration, which, as we mentioned, shifts the meaning of the term. Others have used the expression *pracovná činnosť* (work activity) in which we believe the dimension of remuneration playing a role is lacking. If the expression *activité professionnelle* were tied to an undertaking and not to individual employment, it could be translated as *podnikateľná činnosť* (business activity). We can see that the collocation components modify their significance in context. The language always has fewer lexical designations than the number of named realities, hence polysemy. We'll just add that the currently commonly used words *profesionálny*, *profesijný* and *profesný* (all three mean professional) were imported into Slovak, although their semantic content is not exactly the same. According to Jazykovedný ústav Ľudovíta Štúra (the Slovak Linguistic Institute), the adjective *profesný* is non-standard, although we found it in the corpus of court rulings 514 times in connection with the professional organization. As we mentioned, the word *profesionálny* (professional) also has qualitative shades. The use of these modifiers in multi-word terms should be consulted in the corpora of specialized texts, where we will find, for example, the well-established term *profesijná organizácia* (professional organization, body) as a counterpart to *stavovská organizácia*.

Another collocation is a non-terminological multi-word expression that arises in the general French language: *liste non exhaustive* (a non-exhaustive list), in particular the second part thereof, which in this negative form also relates to other nouns as we can verify in the general French corpus<sup>3</sup>, *déscription non exhaustive* (a non-exhaustive description).

In French, this adjective is popular both in multi-word terms and in phraseology (for example: *être loin d'être exhaustif* (not exhaustive, only informative)), especially in legal discourse because it expresses content that guarantees against any objection that all relevant information has not been provided. The first mentioned expression is found in contracts (including employing contracts) to give non-exhaustive, incomplete enumeration (e.g. of duties) with the word *liste* meaning a list/listing. In employment contracts, we also found the French adjective *exhaustif/exhaustive* in conjunction with a noun in the plural form *missions* (missions, tasks). The employee will have *pour missions non exhaustives*, which was translated as *tieto nevyčerpávajúce úlohy* (these unexhausting tasks). Here, we are an object of the play of the polysemic Slovak word *vyčerpávajúci* (exhaustive, exhausting), which in this context means something quite different from the text authors' intention. We can see that the verbatim translation is treacherous if the translator does not correct it during subsequent proofreading.

## 5. Syntactic structure

We will remain with set phrases typical of legal language and hence employment contracts, and thus we come to sentence structure, which

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<sup>3</sup> Web corpus frTenTen17

directly influences a reader's sense of natural translation. Multi-word lexical patterns are, together with terms and multi-word units, one of the characteristic building blocks of legal discourse (Abrahámová 2012, 42). Multi-word lexical patterns often take the form of half-sentence to sentence constructions. They are useful because their schematic insertion into text in a strictly defined meaning automates the writing, and their repetition guarantees idea clarity. Each legal system has its lexical patterns, while some have their pendants in legal languages of other nations and others do not. Among these standard phrases are those that link a rule contained, say, in the contract of employment to another contractual provision or to a legislative provision (pursuant to, in accordance with, under, by virtue of, by application of) by way of reference, and often by use of prepositional units.

In French, there are two very similar expressions that refer to a legal provision:

*en application de* and *par application de*.

The semantic content of the keyword of this expression – *application* – means application, use (of sth). According to Canadian legal linguists, the semantic difference of the two above mentioned expressions lies in the fact that while in *en application de* the rule is a direct consequence of the provision, in *par application de* the application of the provision is only potential (*Renvois: Moyens d'expression*. [online] Government of Canada. Department of Justice). We consider an appropriate Slovak equivalent of *par application de* to be *uplatnením* (by applying) or *použitím ustanovenia* (by using the provision), while in the first case simple Slovak prepositional phrases *podľa* (pursuant to), *na základe ustanovenia* (on the basis of the provision) can be used. These nuances are unfamiliar to most translators, as evidenced by the wide range of translation solutions and the confusion between various relations of *arising from a fact*, or *establishing a fact*, or of *a specific relation of a fact to a legal provision*. We examined the French-Slovak parallel part of the Slovak National Corpus, which is stocked with translations from European databases: when translating the phrase *par application des dispositions*, we found predominantly (30 cases out of 35) the solutions *podľa* (pursuant to) and *na základe* (on the basis of), and only minimally (two cases) did we find *uplatnením ustanovení* (by the application of the provisions).

There are many such lexical patterns in employment contracts, indicating the various conditions that an employee must fulfil in order for the employment relationship to be valid (e.g. satisfactory initial medical examination or employment exclusivity).

Example 1: *sous réserve* (subject to). *Sous réserve du résultat de la visite médicale décidant de l'aptitude...*

Literal translation: *S výhradou výsledku lekárskej prehliadky, ktorá rozhodne o spôsobilosti...* (Subject to the result of medical examination which determines fitness for work...)

Translators chose the phrases *na základe výsledku* (based on the result) or *podľa výsledku* (according to the result), which are used frequently in Slovak legal language according to the examined corpora, instead of *výhradou výsledku* (subject to the result). However, if in the same sentence,

in close succession, an additional condition is added thereto – a probationary period – it is necessary to restyle the sentence and avoid assigning additional condition without modifying the conjunction expression, as was done in this case:

Example 2: *Na základe výsledku lekárskej prehliadky a skúšobnej doby bude táto zmluva uzavretá...* (Based on the result of the medical examination and the probationary period, this contract will be concluded...)

The solution *na základe ...skúšobnej doby* (based on the result of... the probationary period) is considered to be incomprehensible to the addressee. The French expression *sous réserve* (subject to) expresses a condition which, if left unfulfilled, the fact modified in the sentence will not apply, so we think that the commonly used equivalent *s výhradou* can be used, for example, in the phrase: *s výhradou skúšobnej doby* (subject to a probationary period) or *pri zachovaní skúšobnej doby* (while maintaining the probationary period).

Other difficulties are related to the translation of syntactically complex sentences which are one of the few characteristics of the genre according to Šarčević (1997). In such branching clauses, a phrase may appear to modify the meaning of some of the sentence elements (e.g. termination of employment contract). This subordinate clause should be unproblematic because it behaves like a set phrase or lexical pattern, and easy to understand because of its formulaicity. In the contract in question, this set phrase appears up to three times in the same form and always in connection with the termination of the contract:

*quelle qu'en soit la cause*, translated as: *bez ohľadu na príčinu* (regardless of the cause).

However, the translator did not translate the French pronoun *en*, which refers to an antecedent that can be linked by genitive case to the word *cause* (cause). Thus, this small pronoun specifies what the cause is here. Since this is a long compound sentence, this may have been the reason for the shortening. The passage in the Slovak translation reads:

*...tak počas trvania tejto zmluvy, ako aj po jej ukončení, bez ohľadu na príčinu.*

(...both during the term of this contract and after its termination, regardless of the cause.)

In this sentence, it can be the cause of several things, not only the cause of the termination of the contract, as there are more antecedents it is necessary to develop the final idea. We suggest:

*...bez ohľadu na príčinu ukončenia zmluvy.*

(...regardless of the reason for termination of the contract.)

We propose continuing with the first part of this sentence as it clearly illustrates typical syntactic difficulties.

Examined Slovak translation: *Pani XY sa touto zmluvou zaväzuje podpísať na žiadosť spoločnosti a na náklady spoločnosti akékoľvek následné dokumenty alebo listiny a podniknúť všetky potrebné alebo primerané kroky na formalizáciu prevodu práv v prospech spoločnosti, podľa ktorých má nárok na diela ...atď.* (Ms. XY hereby agrees to execute, at the request of the Company and at the Company's expense, any subsequent documents or deeds and to take all necessary or appropriate steps to formalize the transfer

of rights in favour of the Company under which she is entitled to the Works...etc.)

Since the translator adhered too closely to foreign syntax and used a noun phrase – *kroky na formalizáciu prevodu práv* (steps to formalize the transfer of rights), he or she was unable to “tidy up” the periphrasis *v prospech spoločnosti* (for the benefit of the company). The result is a rigid infinitive-nominal formulation with a muddled word order, where the relative pronoun with the preposition – *podľa ktorých* (according to which) does not stand after the clause bundle that it should, and the strange phrase *prevod práv v prospech Spoločnosti, podľa ktorých má nárok na diela* (the transfer of rights in favour of the Company under which it is entitled to the works) has been coined.

Employment contracts share syntactic construction with the whole genre of contractual texts. The text as sentences regulates the rights and obligations of the parties. Conditions for the recognition of rights and the scope of required obligations must be explicitly enumerated, hence the chain of expanding and contracting specifying circumstances as insertions and subordinate clauses. A comprehensible sentence structure in which logical links between various concepts are preserved is a prerequisite for these special-purpose texts to perform their function, i.e. to convey precise and comprehensible information which has legal effects for the parties to the transaction (the contracting parties).

## **6. Conclusion**

By critically analysing the collected translations, we have identified problematic elements on terminological, collocational, and sentence level. In terms of the function and purpose of these texts, comprehensibility and semantic accuracy are primary goals. Rigorous translators are careful to conduct a comparative analysis of the concepts in both terminological and legal systems. We have noticed a relatively high, though not entirely homogeneous, quality of translations by European institutions. This is certainly underpinned by different institutional and methodological-conceptual procedures, and the conditions of translation practice in European institutions. Multi-step checking, proofreading, native speaker checking, use of translation glossaries, terminology databases such as IATE, and certainly the use of CAT tools are ways to homogenise translation quality. These tools and procedures also help to avoid the pitfalls of polysemy and verbatim in translation, which are probably the most common intelligibility-related problems. The use of calques, inadequate use of prepositions and verbal constructions in Slovak, and inaccuracy in the choice of logical connectors and linking expressions also appear problematic.

The terminological component of a legal text is the focus of the translator’s research work, he/she strives to find a suitable equivalent in the target language that reflects the content of the expression in the source language. When deciding how to translate technical words – terms, it is necessary to perform a conceptual analysis and seek an equivalent in the target language’s legal system, taking into account the functional and pragmatic nature of the translated text. In this way, the fallacy of literalism

and inappropriate choices from the options offered by translation dictionaries (*mutuelle, recouvrement*) can be avoided. Many legal terms consist of words that are used in everyday language, and this common meaning is tempting to use when translating a multi-word term. Multi-meaning (polysemic) words cause difficulties if the translator does not know the equivalent term in the target language (*activité professionnelle*).

As for collocations, the most frequently occurring issues comprise multi-word terms, but also set phrases (empty phrases) typical of legal language if the translator is not familiar with them therewith.

The syntactic structure of legal texts we have studied is specific in the composition and chaining of clause members expressing terms. Understanding the logical connections between conditions/prerequisites and consequences is essential for the correctness/accuracy of a translation. Many circumstances tend to be expressed by pronouns in a compound sentence, and consistency in understanding the relationships within the intra-textual reference is required (Gahér, Števček and Braxatoris 2019, 74). Conditions are usually introduced in the text by prepositional phrases, which condense the text and replace subordinate clauses. The translation of compound sentences appears to be problematic both in terms of understanding the source text and writing the target text.

We believe that better knowledge of the linguistic resources found in the relevant legal norm (in our case the Labour Code) both in the source and target language is essential to adequate and more natural translations. That equally applies to the knowledge of established linguistic patterns and phrases typical of legal texts that have a recurrent character and indicate or connect individual components of a discourse as a standard. This type of linguistic and professional competence is acquired by working with specialised texts and corpora.

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