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Research paper

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TRANSLATING EMPLOYMENT CONTRACTS: INSIGHTS FROM CORPUS LINGUISTICS

Abstract

This work shows how corpus-based studies can be applied to the field of specialised translation and, more precisely, to the legal translation of employment contracts. Legal language, given its complexity and cultural specificity, presents considerable challenges for translators, and reliance on bilingual dictionaries may not always result in high-quality translations. Corpus methodology applied to translation analysis can offer significant contributions both in terms of advanced linguistic analysis and as a didactic tool for the learning of specialised languages. The aim of this paper, therefore, is to create an *ad hoc* monolingual corpus of employment contracts to show how corpus analysis is beneficial to legal translation. This paper conducts a corpus-based translation analysis of an employment contract translated from Italian into English. The findings highlight how the use of the corpus helps translate the employment contract in a much more efficient and suitable way, especially in terms of spotting formulaic expressions, finding the correct collocations, and choosing the best translation candidate(s).

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1 Introduction

This study explores the application of corpus-based methodologies to specialised translation, with a particular focus on the legal translation of employment contracts. Legal language is notoriously complex, shaped by historical, cultural and jurisdictional influences that make it highly specialised and challenging for translators. Traditional translation tools such as bilingual dictionaries and glossaries, while valuable, often fall short of capturing the complexities of legal phraseology, especially when translating from one legal system into another. Consequently, achieving accuracy, precision, and idiomatic correctness in legal translation requires a more dynamic approach.

Corpus-based translation analysis offers significant advantages in addressing these challenges. A corpus, which is a structured collection of authentic texts, enables the translator to identify linguistic patterns, which are not easily evident through traditional methods. By allowing translators to explore the frequency and usage of specific terms and structures within a large dataset of comparable texts, corpus methodology facilitates a more informed decision-making process. This approach not only enhances the accuracy of translations but also aids in identifying culturally appropriate equivalents, ensuring that the target text (henceforth TT) adheres to the conventions of the target legal system.

The aim of this paper is to demonstrate the practical benefits of using corpus-based methods for legal translation, specifically in the context of employment contracts. To achieve this, an *ad hoc* monolingual corpus of employment contracts in English has been created, which will be used to perform a detailed analysis of an Italian employment contract translated into English. By drawing on this corpus, the analysis highlights how such methodologies can offer more accurate and contextually appropriate translations, ultimately resulting in improved translation quality and efficiency.

The structure of this paper is organised into five sections. Section 2 presents a concise literature review, beginning with an exploration of the features and complexities of legal language. The focus subsequently shifts to legal translation itself, examining the specific difficulties encountered when translating legal texts, particularly those related to linguistic and cultural asymmetries between legal systems. The final part of the literature review examines the role of corpora in specialised translation, offering insights into how corpus-based methodologies can enhance the translation of legal documents through advanced linguistic analysis. Section 3 outlines the methodological framework adopted for this study. This section explains the rationale behind the creation of an *ad hoc* monolingual corpus tailored specifically for the analysis of employment contracts. This section details the process of corpus creation, including the selection of texts, corpus design and the linguistic tools employed for analysis. It also highlights the benefits of using an *ad hoc* corpus as opposed to relying solely on generalised corpora, particularly when dealing with specialised legal texts, which require a higher level of accuracy and contextual awareness. Section 4 presents the results of the corpus-based analysis, offering a detailed examination and discussion of how the corpus was used to improve the translation of an Italian employment contract into English. This analysis addresses various challenging issues and instances of mistranslation, demonstrating how the corpus helps resolve these translation problems. Finally, Section 5 draws conclusions based on the findings of the analysis and it also considers potential future directions for research.

2   Literature Review

Legal language is the special language of the law used by legal professionals. Legal language and its terminology may be very complex and, at times, obscure as they vary from one legal system to another. According to Winter (2013, p. 115):
"The fundamental problem of 'law and language' is what we might characterize as 'the illusion of transparency'. We use language continuously and, except when there is a misunderstanding, are unaware of the complexities that lurk beneath the surface of our comprehension. The illusion of transparency is particularly acute in legal language, both because the stakes are so high and because law is precisely that practice where the ambiguities and uncertainties that arise from language's complexity are constantly tested."
Winter's statement perfectly encapsulates the complexity of using and translating legal language. There are mainly two causes underlying this consideration, namely its inherent lack of transparency and the general assumption that law is a cultural fact, thus bound to the tradition of a specific community. This inevitably implies the fact that, when faced with the need to regulate the same social phenomenon in different legal systems, different techniques and cognitive approaches are and should be adopted. While this is particularly evident among distant legal cultures, it also occurs among those that, for historical reasons, share common traits, such as the different European legal systems.

Most people might not be aware of the difficulties related to legal language as, at times, this type of language is "simply" defined as a specialised language, similarly to medical or business language. However, although legal language is one of the so-called languages for specific purposes (henceforth LSPs), whether it can be defined as a technical language or a specialised variety of the ordinary language is a matter of debate (Cao, 2007, p. 15). Caton (1963) considers legal language as a technical language and claims that "technical language is always an adjunct of ordinary language" (Caton, 1963, p. viii). As such, according to Caton, technical languages have the same syntax as ordinary languages and they only differ in terms of vocabulary. By contrast, Hart (1954, 1961/1994) believes that legal language differs from ordinary language for its distinctive features and, should be regarded as a sui generis and autonomous language. Moreover, according to Jackson (1985), legal language shares some common features with technical languages in terms of lexicon and structures but it is autonomous of the ordinary language due to the specificity of the legal system it refers to. In this respect, Jackson claims that legal language "having a lexicon constituted in a manner different from that of the ordinary language, and involving terms related to each other in ways different from those of the ordinary language, must be autonomous of the ordinary language" (Jackson, 1985, p. 47). It is worth noting, nevertheless, how Jackson considers the possibility of historical influence or a factual correspondence between ordinary and legal language. Legal language, as acknowledged by Cao (2007), should not only be considered in terms of lexicon but, as any other language, also as a register defined as "a variety according to use" or, in other words "what you are speaking at the time, depending on what you are doing and the nature of the activity in which the language is functioning" (Halliday & Hasan, 1985, p. 41). This means that registers differ from one another in terms of vocabulary and grammatical structures used to express various meanings, reflecting the broader contextual factors that characterise different registers. This work supports Cao's claim that "legal language as a register is a variety of language use of the technical nature. It shares the common core of general language but is not identical to ordinary language. There are lexical, syntactical, textual

and pragmatic features that are singular to legal language as a technical language" (Cao, 2007, p. 18).

Given the peculiarities and challenges of legal texts, it is argued that legal translators need both linguistic and legal expertise (Van Laer, 1999; Prieto Ramos, 2011). From a linguistic perspective, translation should be carried out into the translator's native language, although "there seems to be a trend towards a more realistic and open approach to translation into the L2 practice" (Vigier Moreno, 2019, p. 91). As far as legal expertise is concerned, translators should be acquainted with comparative law or should, at least, have a good knowledge of the subject matter they address (De Groot & Van Laer, 2008; Engberg, 2020; Prieto Ramos, 2021). According to Gotti (2016, p. 6), indeed, the complexity of legal translation compared to the translation of other specialised texts is largely due to their bijural nature where translators are faced with the challenge of dealing with two legal systems and two linguistic systems. Although legal translation can be carried out both in bilingual and/or multilingual contexts, such as the European Union, this does not automatically imply that it is easy and possible to uniform different legal systems through translation. Legal concepts can be so system-specific that their terms lack direct translations into other languages (Brand, 2009). The variation in legal concepts across systems may make achieving exact translations difficult or impossible, often requiring approximation (McAuliffe, 2009; Engberg, 2013). This challenge is particularly common when translators work in non-native languages or are faced with unclear language from legal professionals (McAuliffe, 2009).

Among the various tools now available to legal professional and trainee translators, corpora are particularly valued (Vigier Moreno, 2016; 2019; Vigier Moreno & Sánchez Ramos, 2017; Biel, 2018). McEnery and Wilson (2001, p. 1), define corpus linguistics "as the study of language based on examples of 'real life' language use". Corpora, indeed, allow scholars and researchers to study and describe language in authentic contexts to derive rules of use based on these concrete analyses. They prove invaluable in language teaching and translation training for various reasons. Corpora provide learners with authentic examples, aiding the production of TTs adhering to conventions, especially crucial in translating into a foreign language or handling specialised translations (Zanettin, 1998; 2001).

Varantola (2002) notes how corpora help translators make informed decisions and enhance confidence in their translation strategies. Additionally, corpora assist in contextualizing information within authentic contexts (Varantola, 2003; Machniewski, 2006). Various scholars, including Kübler (2003), have explored the use of corpora in translating specialised texts, highlighting improvements in quality, accuracy, and authenticity. Research on corpus use in language teaching and translation exercises reveals their effectiveness in increasing awareness of translation equivalents, addressing lexical and grammatical issues, providing extralinguistic notions, highlighting idiomatic usages and connotations (Zanettin, 2001; Aston, 1999; Bernardini et al., 2006). Machniewski (2006) identifies three areas where corpora make a difference, namely analysing how professional translators handle problems through parallel corpora, improving translation in both native and foreign languages, and serving as valuable support for translators to revise and enhance their work.

Given the intricacy of legal language and translation, leveraging legal corpora is presumed to enhance translation quality, especially for terms absent in dictionaries or needing further context (Giampieri, 2020). Notably, previous literature observes an overrepresentation of legislation and court-related documents in legal corpora, while other genres like corporate documents are underrepresented (Biel, 2018; Pontrandolfo,

2019). The scarcity of comprehensive legal corpora complicates the translation of private documents, such as contracts, as publicly available resources often lack the necessary coverage. Furthermore, the European Union's legal corpora present certain limitations (Giampieri, 2016; Seracini, 2020). Specifically, these corpora primarily address EU law, which is not notably rooted in any specific legal system (Jacometti and Pozzo, 2018, p. 29). They may also employ terms and expressions that diverge from common law norms (Mattila, 2016, p. 36) or alternatively, utilise common law terminology but imbue it with meanings derived from continental legal systems (Mattila, 2016). For these reasons, EU-driven corpora are less suited for the accurate translation of corporate documents. Consequently, this paper aims to compile a monolingual *ad hoc* corpus of employment contracts for a corpus-based translation analysis. The ad hoc corpus was manually constructed and uploaded to the Sketch Engine platform (Kilgarriff et al., 2004). The corpus analysis carried out in this paper may be replicated in translator's training.

3   Methodology

Before analysing the translation strategies employed in the English version of an employment agreement sourced from the SEC database (US Security and Exchange Commission)[1], a comprehensive corpus-based analysis was undertaken. Specifically, a corpus of employment agreements was constructed to assess the proposed translation options and evaluate to what extent they conform to the English drafting style and legal language conventions. Employing the semi-automatic functionality of the BootCaT software solution (Bernardini & Baroni, 2004), a balanced approach between manual and automated methods was chosen. Manual searches, though precise, were deemed time-consuming (Aston, 2009, pp. ix-x). The BootCaT semi-automatic search combined manual steps, like saving Google results pages as HTML files, with automatic processes, including corpus construction and conversion into TXT files.

The strings "employment contract" and "employment agreement" were searched on Google, targeting the onecle.com site. This platform contains contracts drafted by both native and non-native speakers of English. This choice was motivated by the extensive collection of legal documents of the site sourced from the SEC filings, ensuring unrestricted access and privacy compliance (Williams, 2023, p. 139). Onecle, in fact, provides a valuable collection reflecting English as a first and second language. This diversity strengthens the corpus by capturing the evolving use of English in legal contexts, especially as international law firms increasingly adopt an Anglo-American drafting style (Jacometti & Pozzo 2018, p. 59 and p. 198). The inclusion of contracts from various legal systems enriches the corpus, offering insights into how institutions and legal principles are expressed in English, beyond the common law system. Therefore, the corpus was constructed by searching the terms "employment contract" and "employment agreement" separately on Google, with the results limited to onecle.com.

A search for "employment contract" yielded fewer results compared to "employment agreement" in the contract databases on onecle.com. It is worth

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[1] The employment contract analysed in this study was retrieved from:
https://www.sec.gov/Archives/edgar/data/1557939/000155793915000014/a1019piccininiemploymentag.htm.

mentioning that, despite the common legal understanding that these terms are equivalent, with "contract" defined as "an agreement between two or more parties for the doing or not doing of some specified thing" (Black, 2008, p. 261), they are often used interchangeably in the language of common law (Williams, 2023, p. 137). Even without a consideration, both are treated as bailments (Jacometti & Pozzo, 2018, pp. 208-209). Thus, the dual search for both "employment contract" and "employment agreement" was essential to gather parallel and representative English texts. Additionally, the strings "employment contract" and "employment agreement" were chosen over "contract of employment" since the latter yielded no results in the onecle.com database, a pattern also observed with "contract for employment." A Google search for "contract of/for employment" frequently led to references to either an "employment contract" or an "employment agreement." Through these searches, the objective is to retrieve documents utilised and drafted globally by international businesses. Consequently, the contracts may have been drawn up by both native and non-native speakers of English. Terminological differences among the various countries were not explored as this was not the primary focus of the study. Furthermore, it was assumed that terminological nuances would not have affected the overall results of this analysis.

The first ten Google results pages for each query were saved as html files. These files, comprising employment contracts and agreements, were then processed by the BootCaT software, resulting in 180 text files (900,000 words and 1,079,533 tokens). The semi-automatic approach of BootCaT was chosen over fully automated search to focus on the specific phrases relevant to the titles of the contracts. This method streamlined the search process, avoiding the need for unnecessary keywords. The corpus was subsequently uploaded to the Sketch Engine platform for analysis.

The Sketch Engine platform, a fourth-generation concordancer, facilitates various actions, including corpus creation and analysis. Its user-friendly interface allows easy searching for words or phrases, wildcard-based lemmatised searches, and exploration of collocates, thesauri, and part-of-speech features. While the automatic search capabilities of Sketch Engine were not used initially due to concerns about result reliability, a test corpus created with Sketch Engine yielded significantly fewer words and tokens (22,259 words and 25,772 tokens) than the BootCaT-generated corpus. Therefore, the BootCaT corpus of employment contracts and agreements was deemed more comprehensive and suitable for analysis on the Sketch Engine platform.

4   Analysis

The translation analysis carried out in this study is based on the original translation of an Italian employment contract into English. It is important to note that, for privacy reasons, sensitive data, including the name of the individual who entered into the contract (a woman), were omitted from the text. This decision was made to protect confidentiality.

Before starting to analyse the contract, it is essential to establish some preliminary observations regarding the English version provided. Firstly, the identity of the individual or team responsible for the translation of this contract from Italian into English remains unknown. Secondly, by reading the TT, several inaccuracies could be easily detected, leading to the hypotheses that 1) the translator may not have been a native English speaker, and/or 2) the translator may lack professional qualifications or

specialised expertise in legal translation. Although the identification of the translator's profile falls outside the scope of this study, it may be reasonably inferred that the translator likely relied upon a dictionary which, probably, was neither suitable for legal purposes nor comprehensive in terms of legal terminology provided. As far as the quality of legal dictionaries is concerned, it is noteworthy that De Groot and Van Laer (2008, p. 1) highlight the pervasive issue of inadequate bilingual legal dictionaries within the European Union by asserting that:

"To translate between the different languages of the Member States of the European Union (EU) about one hundred seventy bilingual legal dictionaries are available. Regrettably, the quality of most of these dictionaries is poor to extremely bad. Only a few dictionaries are of good quality. It seems to us that many authors or compilers of bilingual legal dictionaries do not understand how legal translations should be made. They simply make a list of legal terms in the source language and give for each term one or more words from the target language as 'translation' without any further information on the legal context. Because of the system-specificity of legal terminology, this kind of dictionaries is practically useless."

In line with De Groot and Van Laer's critique and based on the English translation of the employment contract analysed in this study, it is argued that conventional dictionaries often fail to meet the needs of translators, especially within the field of LSP. The limited number of illustrative examples typically provided in these dictionaries does not adequately represent how lemmas combine syntactically and lexically within specialised fields, particularly legal discourse. In contrast, linguistic corpora allow translators to find numerous examples of the actual usage of a word to make up for the limitations of dictionaries. Furthermore, corpora provide translators with authentic language in context.

Consequently, this section will examine the extent to which the terms and phrases used in the English translation of the employment contract reflect native or near-native legal language. The objective is to determine whether the translation aligns with the English legal formulae and style. The subsequent analysis will identify instances of potential mistranslation or misinterpretation of the source text (henceforth ST). Specifically, it will focus on translated words or phrases that appear awkward or non-native, such as overly literal renderings from Italian or those that diverge from conventional English legal language. Evidence from the corpus will help understand whether the translation options proposed in TT are adequate and how, if that is the case, they can be improved.

4.1 Open ended employment agreement

The title of the contract, that is *contratto di lavoro subordinato a tempo indeterminato*, is translated as "open ended employment agreement". The expression "open-ended" is not particularly frequent in the corpus (only one hit is retrieved with the phrase "open-ended employment agreement"). This expression is often understood to refer to an employment contract that remains in effect until terminated by either the employer or the employee. It is more commonly known as a contract of indefinite duration and is typically associated with a permanent job. The adjective "permanent" is frequently used in English to render the concept of "indefinite". For example, in the United Kingdom, the Fixed-term Employees Regulations (2002) state that where employees have been employed through a series of fixed-term contracts for a

continuous period equal to or exceeding four years, they will automatically be treated as permanent employees (that is, employed under a permanent contract), unless the continued use of a fixed-term contract can be objectively justified:

"The Regulations also provide that where a fixed-term employee who has been continuously employed on fixed-term contracts for four years or more is re-engaged on a fixed-term contract without his continuity being broken, the new contract has effect under the law as a permanent contract unless the renewal on a fixed-term basis was objectively justified" (Fixed-term Employees Regulations, 2002, p. 15).

The expression "permanent contract" produced one hit in the corpus. The term "permanent" was also searched to find other relevant collocates and only 2 more hits were found, namely "permanent full-time employment" and "permanent employment". Similarly, as previously mentioned, the term 'open-ended' was searched within the corpus, yielding only one occurrence. Such limited results, however, could be due to the variety of English(es) composing the corpus. For example, the Eur-Lex corpus on the Sketch Engine platform and the IATE multilanguage dictionary contain several instances of "open-ended employment contract" and "permanent contract". Since the term *indeterminato* can also be translated as "indefinite" or "indeterminate", the string "indefinite|indeterminate" was entered into the Sketch Engine search field and words such as "contract" and "agreement" were searched as collocates within a span of 10 words to the left and to the right. In particular, 16 hits were retrieved and the following phrases were noticed: "employment contract for an indefinite period of time" and "indefinite term employment agreement". Both options may be used in this context. Additionally, the modifiers preceding "employment contract" or "employment agreement" were queried. In this case, however, no other equivalents of *indeterminato* emerged. The phrase *"open-ended employment contract"* may be used, but it is likely a more colloquial or informal expression of the concept, whereas *"indefinite term"* or *"indeterminate"* are more precise and formal terms. Given that the search was focused on formal legal texts, the terms *"indefinite"* and *"indeterminate"* are more commonly found in such contexts, making them more appropriate for the analysis.

4.2 Contract commencement and duration

As far as the section dealing with the contract commencement and duration is concerned, it is worth noting how the Italian phrase *avrà inizio il [...] e proseguirà a tempo indeterminato* is translated into English as "shall start on [...] and shall continue on an open-ended basis". As noted in the example above, this translation does not seem suitable in legal language. By searching for "this * shall" and listing all words in L1 position in alphabetical order in the specialised corpus, 1,086 hits were obtained, and it was possible to notice expressions such as "this agreement shall commence on the effective date and shall continue thereafter". It is interesting to highlight that no results were found in the corpus by searching for either the term "start" or the expression "shall start" whereas there were 40 occurrences listing "shall commence". The absence of occurrences for 'shall start' and the frequent use of 'shall commence' may be attributed to the preference in legal discourse for Latin-origin terms, which are often perceived as more formal and authoritative. This tendency reflects a broader pattern in English, where Latin-derived terms are favoured in official or formal contexts, thereby lending a higher register to the language used.

Another interesting observation was that if the word "shall" was queried along with the term "indefinite" within a span of 15 words to the left and to the right, 13 occurrences were listed and the following phrase was obtained: "and shall remain in force for an indefinite period of time". Therefore, a more suitable translation of the above-mentioned Italian phrase might be "this employment agreement shall commence on [...] and shall remain in force for an indefinite period of time" (or "and shall be valid for an indefinite period of time").

4.3 Contract position and duties

The expression "classification and duties" is used in the TT to translate the title of the third section of the Italian contract named *inquadramento e funzioni*. As far as the term "duties" is concerned, this translation is undoubtedly suitable in this context as it perfectly renders the Italian word *funzioni*. Nevertheless, the term "classification" found in the TT seems inappropriate as the Italian word *inquadramento* refers to the employee's job title and, as such, a different translated option should be found. When the phrase "and duties" was queried in the corpus, 62 hits were obtained and expressions, such as "job title and duties" and, more frequently, "position and duties" came to the fore. On the basis of the corpus evidence, a more suitable translation for the above-mentioned Italian expression may be "position and duties".

4.4 CCNL

In the ST, the Italian acronym *CCNL* stands for *contratto collettivo nazionale di lavoro*, which translates to "National Collective Labour Agreement". In the TT, however, this acronym is neither translated nor an explanation of its meaning is provided. In line with Newmark (1988), it is rather inappropriate to leave it as such in the English version without providing an explanation or a descriptive term (Newmark 1988). From a translation perspective, the acronym CCNL should be either replaced by a corresponding acronym in English, if it exists, or explained to the target readers. By searching for the word "collective" in the corpus, 60 hits were retrieved and, more specifically, the expression "collective bargaining agreement" came to the fore. Therefore, a possibly suitable translation of the above-mentioned Italian acronym may be "CBA" (collective bargaining agreement), although not used in the corpus.

4.5 Salary

This section deals with the scale or rate of remuneration or method of calculating remuneration including the intervals at which it is paid (e.g. weekly or monthly). The Italian term used in this context is *trattamento retributivo*, which is translated as "salary" in the TT. The suitability of the term "salary" as a translation choice requires careful consideration, given that other terms, such as "remuneration", "pay" and "compensation", may also be appropriate within this context. Amongst others, indeed, the Sketch Engine Thesaurus function listed these synonyms. Therefore, the term "remuneration" was initially searched for in the corpus and 201 hits were obtained. It

is also noteworthy that this term appeared in the title of a clause concerning the employee's "salary". The word "salary" was mentioned 1,735 times in the corpus but it was hardly ever used as a clause title. The term "pay" (as a noun) showed 291 hits, although many results were not strictly related, namely "severance pay" and "sick pay", among others. Finally, by searching for the word "compensation" in the corpus, 1,634 hits were obtained and most of the times, this term was mentioned in clause titles addressing the employee's salary. An alternative corpus-driven translation was obtained by searching for the "$" or "£" symbols. In this way, expressions such as "base salary" and "annual salary" were retrieved. However, these terms were never used as a clause heading. Based on the corpus evidence, "compensation" seems to be the most suitable candidate to translate the Italian expression "trattamento retributivo" in this context.

4.6 Bonuses

The Italian term *superminimo assorbibile* is translated as "superminimum absorbable". This English term appears to be a word-for-word translation, where the two components should ideally be inverted to form "absorbable superminimum". However, even this rearrangement is not entirely suitable. While it conveys some aspects of the term, it lacks clarity and may not resonate with English-speaking audiences familiar with employment law. The Italian legal expression *superminimo assorbibile* refers to an additional amount paid to an employee above the base salary set by the applicable national collective bargaining agreement (*contratto collettivo nazionale di lavoro* or CCNL). This supplementary amount is usually negotiated individually between the employer and the employee as a way to recognise skills, experience or particular responsibilities. The term *assorbibile* indicates that this extra payment can be absorbed, or offset, in the event of future salary increases established by the collective agreement. In other words, if the standard salary for the role is raised through collective bargaining, the employer may reduce the *superminimo* accordingly, so that the total salary remains aligned with new wage standards without additional cost to the employer. In other words, the Italian term refers to a benefit granted in addition to base salary. In English-speaking jurisdictions, there is no direct equivalent for *superminimo assorbibile* as the concept is unique to the Italian employment framework. Terms such as "salary supplement", "premium pay" or "allowance over the minimum salary" partially convey the meaning but do not capture the specific adjustability aspect inherent in the Italian term. Although phrases like "absorbable allowance" or "adjustable salary supplement" might approximate the idea, they are not standard terms in English employment law and may still require further explanation for full clarity. Consulting corpora may help identify a more suitable translation candidate that accurately reflects both the meaning and context of this term.

By searching for the word "superminimum", no hits were found, thus implying how this expression is not normally used in English. The Proz translators' forum suggests "extra bonus to wage floor"[2], but this option is not present in the corpus. Given that the Italian term *superminimo* refers to a specific payment added to a base salary, the phrase "base salary" was searched in the corpus, yielding 979 hits. One notable concordance

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[2] This suggestion was made on May 27, 2003 and can be found at the following link:https://www.proz.com/kudoz/italian-to-english/bus-financial/444346-superminimo-assorbibile.html.

was "remuneration and benefits," which states, "in addition to your base salary, you may earn a yearly performance bonus". Therefore, it was inferred that a payment added to base salary can be referred to as a "bonus". To corroborate this assumption, the word "benefit" was also analysed. By searching for the word "benefit*", the corpus provided 2,850 hits and some contract clauses listing several benefits that an employee may obtain, such as "profit sharing plans, thrift plans, annual physical examinations, health insurance or healthcare plans, life insurance" among others. On the basis of these results, it was argued that the word "benefit" was not a suitable translation candidate. In the West's Law and Commercial Dictionary (2012), the term *superminimo assorbibile* is translated as "monthly bonus". This expression was then searched for in the corpus and 20 hits were found. Evidence from the corpus suggests that any monthly bonus is paid, if applicable, with the salary and its implementation can be cancelled at each new fiscal year. Therefore, the Italian phrase may be rendered as "monthly bonus".

Later on, the contract document specifies how this bonus is calculated, namely *sarà calcolato tenendo anche in considerazione l'incidenza dello stesso sulle mensilità aggiuntive (tredicesima e quattordicesima)*, which is translated as "we will take into consideration its incidence on any additional monthly pay (thirteenth and fourteenth month salary)". In this sentence, however, expressions such as "thirteenth and fourteenth month salary" are challenging, as they may not be used in an English-speaking context. The Italian terms, *tredicesima* and *quattordicesima*, are entrenched within the Italian labour system, where they represent guaranteed additional payments that are uniformly mandated and typically distributed at the end of the year and in summer, respectively. These bonuses serve not only a remunerative function but also reflect a cultural norm, such as the historical intent behind the *tredicesima*, originally designed to provide financial support for holiday expenditures. In contrast, in English-speaking countries, particularly those adhering to common law, such additional monthly payments are not standardised components of employee contracts, nor are they legislated as fixed rights. Instead, any bonuses awarded are generally more variable, contingent upon employer discretion or performance metrics and are not necessarily tied to specific periods or cultural practices.

Consequently, the terms 'thirteenth-month payment' and 'fourteenth-month payment', while perhaps the closest linguistic approximations, do not convey the full weight and specificity of these Italian concepts within the English-speaking legal context. These English renderings may not fully resonate with the Anglo-Saxon legal tradition, where additional remuneration often falls under broader categories such as 'discretionary bonuses' or 'performance incentives'. Therefore, the proposed translation attempts to strike a balance by providing approximate terms that maintain recognisability for an English-speaking audience, while recognising the absence of an exact equivalent in British or common law systems. Given these distinctions, it becomes evident that a direct translation risks oversimplifying the cultural and legal connotations attached to *tredicesima* and *quattordicesima* in Italian employment law. By selecting terms like 'thirteenth-month payment' and 'fourteenth-month payment', this translation aims to uphold the intended meaning within the limits of cross-cultural interpretation, while indicating that such payments are integral components of standard Italian employment packages—an aspect that may be absent or flexible in English-speaking legal systems.

In order to find suitable equivalents, the corpus was consulted. By searching for "calculat*", 207 hits were retrieved and it was possible to find three expressions such as "shall be calculated on a pro-rata basis". When "be calculated" was queried, 51

occurrences appeared displaying the following interesting phrases: "shall be calculated pro-rata on the basis of" (three hits) and "be calculated in line with" (one hit).

As far as the terms *tredicesima e quattordicesima* are concerned, several general and specialised bilingual dictionaries provided the following definitions: 1) end-year bonus or thirteenth salary (*tredicesima*) and 2) summer bonus or fourteenth salary (*quattordicesima*). From the corpus, it was possible to retrieve expressions such as "thirteenth month payment" (two hits) and "thirteenth month allowance" (one hit), but no formulae with the word "fourteenth". There were also no instances of "thirteenth and fourteenth month salary". The Eur-Lex database, however, suggests "14th month payment" and "14th month pay" (9 hits). By searching for the word "bonus*" in the corpus, 274 occurrences were retrieved and a consistent term was found in L1 position, that is "year-end". Nevertheless, no occurrences were found for "summer bonus". By querying "bonus* or", 37 hits were found together with the following sample phrases: "bonus or other benefits"; "bonus or other incentive awards/compensation", and "bonus or other compensation". On the basis of the corpus consultation, a possibly suitable translation of these Italian concepts might be: "such bonus shall be calculated pro-rata on the basis of additional remuneration in the form of year-end bonuses and other incentive awards/allowances". However, it is important to consider that the Italian text is more precise than the English one, as the *tredicesima e quattordicesima* are always awarded to employees, and the calculation of their salary takes those specific bonuses into account. By contrast, the translation proposal above could potentially include any bonuses awarded to the employee and not only the two actually mentioned in the ST. Therefore, one suitable translation option for these Italian terms might be: "such bonus shall be calculated pro-rata on the basis of additional remuneration in the form of thirteenth month payment/allowance and fourteenth month payment/pay".

Furthermore, the phrase "we will take into consideration", derived from the Italian "tenendo anche in considerazione", is an "Italianised" expression that lacks idiomatic appropriateness in English, particularly in legal contexts. While the expression is understandable, it conveys a level of subjectivity that is not suitable for legal documents, which require precision and clarity. In legal terminology, a more definitive phrase such as "we shall consider" or "we will evaluate" better reflects the binding nature of contractual obligations. Moreover, the term "consideration" has specific legal connotations in contract law, which may create confusion if the phrase is interpreted as a less formal commitment. Using clearer alternatives not only aligns with the conventions of legal English but also enhances the document's clarity and formality. Thus, it is crucial for legal translators to ensure that their choices maintain the intended meaning while adhering to the linguistic norms of the target language.

4.7 Working hours

In the section devoted to working hours, the Italian sentence per *quanto concerne le disposizioni in ordine all'orario di lavoro, si rinvia alle norme di cui al già richiamato CCNL* is translated into English as "as to working time regulations, we refer to the provisions of the already mentioned CCNL". The verb phrase *si rinvia a* is a formulaic expression used to apply existing rules or specific laws by reference. The Italian phrase *già richiamato* is not only formulaic but also deictic as it refers back to something already mentioned in the text. Considering these remarks, it can be argued that the TT presents several inaccuracies. Firstly, the verb phrase "we refer to" is not

the legal equivalent of the impersonal verb phrase *si rinvia a*. Secondly, "the already mentioned" is a particular phrase that is not used in legal contexts. As a matter of fact, both "we refer to" and "the already mentioned" generated no hits in the corpus. The corpus was, therefore, consulted to find suitable equivalents, if any. The lemma "refer" was searched for and 728 hits were found, along with many instances of "incorporated […] by reference". When "refer" was searched along with "regulation" only 4 hits were retrieved but they were not relevant to the context. The term "refer" was searched in conjunction with the word "provision" yielding several relevant results that support the interpretation of the phrase "incorporated [...] by reference". This indicates that the term "provision" is commonly associated with contexts where references are made, reinforcing the validity of the earlier option. The search results confirm that "incorporated by reference" is a standard legal formulation, linking the two concepts effectively. Therefore, it may be inferred that a more suitable translation equivalent of *si rinvia a* is "be incorporated by reference". As far as the Italian phrase *già richiamato* is concerned, if "mentioned" was searched for in the corpus, 47 occurrences were provided where the expressions "above mentioned" and "above-mentioned" came to the fore.

4.8 Place of Work

Another debatable translation strategy concerns the place of work. The following sentence, for example, establishes the power of the company to move the employee to another place of work: *(SEDE DI LAVORO) Lei si impegna comunque ad accettare qualsiasi cambiamento e/o integrazione di territorio che si rendesse necessaria per comprovate ragioni tecnico-organizzative*, which is rendered as "(PLACE OF WORK) You undertake, however, to accept any change and/or territorial expansion which should be necessary for proved technical- organizational reasons". The verb "undertake" may not be a suitable legal equivalent of the Italian expression *si impegna*, despite being its literal translation. This was verified by corpus evidence, which showed higher rates of the modal verb "shall" (11,850 hits against 163 for "undertake*"). As a matter of fact, Williams (2023, p. 159) suggests other synonyms of "shall" (e.g., "must", "will", or "has to"), where "undertake" is not contemplated. In addition, it should be noticed that "shall" is a lexical unit of a different rank; hence, its frequency could be higher than the one of a verb such as "undertake". Finally, synonyms of "shall" do not appear frequently in the corpus. For example, "must" produces 343 hits, and "have/has to" only 20.

Furthermore, the noun phrase "territorial expansion" that is used to translate *integrazione del territorio*, is not entirely appropriate or frequent in legal English contexts. *Intergrazione del territorio* means that an employee is supposed to work at more locations at the same time. By searching for "place of work" in the corpus, 45 occurrences were obtained and many interesting and insightful clauses and sentences were found, containing, among others, the following phrases: 1) "the Company may require you to work at any place", 2) "he shall also be required to work at such other location", 3) "in order to fulfil his group duties" and 4) "as may be required by the Company".

As far as the translation of the expression "proved technical-organizational reasons" is concerned, corpus evidence proves that it is not accurate in this context and a more suitable option was found, that is: "for organizational and operational reasons".

Based on these findings, more suitable translations of the Italian phrase could be: "(PLACE OF WORK) The Company may require you to work at any place for the proper performance and exercise of your duties" or "To fulfil her duties, she shall be required to work at such other location as may be required by the Company for organizational and operational reasons".

4.9 Confidentiality

Regarding confidentiality covenants between the company and the employee, the following sentence sets forth the prohibition for the employee to disclose any confidential information: *Lei si impegna a non rivelare a terzi, né in costanza del rapporto di lavoro né successivamente alla cessazione dello stesso, alcuna informazione riservata della Società*. The English translation reads as follows: "You undertake not to disclose to third parties, either while in the employ of the Company or after its termination, any confidential information of the Company". The choice of the verb "undertake" is questionable as the corpus showed a higher recurrence of "shall", as also discussed above. The Italian expression *in costanza del rapporto di lavoro* is a formal equivalent of "during your employment" and the proposed translation "in the employ of the Company" is, therefore, highly debatable from both a grammatical and a formulaic perspective. Furthermore, it is worth noting that the word order in the TT may not align with the conventions of legal discourse, as the noun phrase "any confidential information" would typically be placed after "disclose to third parties".

Finally, the prepositional phrase "of the Company" might be redundant. In order to corroborate these speculations, the lemma "disclose" was searched for in the corpus so as to determine all the concordances related to the disclosure of (confidential) information. When the word "disclose" was queried along with the terms "third", "terminate" and "after" within a span of 10 words to the right and to the left, 51 hits were obtained and the following phrases were retrieved: "Employee will not during or after the term of his employment disclose the list of", "Employee shall throughout the duration of the employment relationship and after termination […] refrain from", and "the Executive shall not […] during his employment or after its termination". These expressions can be used to translate the Italian sentence: né *in costanza del rapporto di lavoro né successivamente alla cessazione dello stesso*. Other interesting phrases were "not disclose confidential information under this Agreement" and "or disclose to any third party any information relating to [name of company]". Therefore, on the basis of these results, there are, at least, three possible alternatives to translate the above-mentioned sentence into Italian: 1) "the Employee shall throughout the duration of the employment contract refrain from disclosing any and all confidential information to third parties", 2) "the Employee shall not, during or after the term of her employment, disclose confidential information to any person" or 3) "the Employee shall not during her employment or after its termination disclose to any third party, any information relating to the Company".

4.10 Non-solicitation

Similar to confidentiality covenants, non-solicitation clauses set forth the prohibition for an employee to induce other employees to leave their employment with

the company. The ST, indeed, refers to the *divieto di storno di dipendenti*: […] *con il fine di proporre loro la risoluzione del rapporto di lavoro esistente per instaurare un rapporto di lavoro di natura subordinata o autonoma con qualsiasi soggetto diverso*. This sentence is translated into English as: "non solicitation: […] to leave employment with the Company in order to canvass them to enter into an employment subordinated or not, with another Company". The English phrase "to canvass them to enter into an employment" is particularly problematic and, in back translation into Italian, is intended to mean *per instaurare un rapporto di lavoro*. The English word "canvass" means "to ask" as an attempt to discover information or opinions by asking people and, as such, it is not probably a suitable translation candidate. Furthermore, the phrase *un rapporto di lavoro di natura subordinata o autonoma* is rendered as "an employment subordinated or not", which is inaccurate and fails to demonstrate native-like proficiency. This inaccuracy is further underscored by the observations made in the previous subsection, where the type of contract is clarified.

By searching for non-solicitation clauses, some related terminologies were found. For example, by querying "non solicitation" or "non-solicitation", 120 hits were retrieved and the following phrases came to the fore: "solicit to employ any person who is employed by the Company", "non-solicitation of employees and independent contractors" and "solicit or encourage any employee or independent contractor of the Company to leave such employment or engagement with the Company". Furthermore, in order to find more suitable ways to render *un rapporto di lavoro di natura subordinata o autonoma* (literally: "an employment relationship either subordinated or autonomous"), the phrase "employee* or" was queried and 811 hits were obtained, along with the following sentences: "not take any action that may reasonably result in any of Employer's employees going to work (as an employee or an independent contractor) for any business" and "accepts employment (as an employee or as an independent contractor) with another employer". Therefore, the translation of the above-mentioned Italian sentence could be more suitably translated as: "non-solicitation […] not to solicit or encourage any of the Company's directors, employees or associates to leave such employment or engagement with the Company and accept employment as an employee or as an independent contractor with another employer", or "in order not to take any action that may result in any of the Company's directors, employees or associates employees going to work as employees or independent contractors for any other business".

4.11 Warranties

Warranties are specific terms through which the parties mutually guarantee the fulfilment of certain obligations or the existence of specific conditions at the time of entering into the contract. In employment contracts, such warranties often take the form of explicit assurances exchanged by the parties. The clause title in the ST is *clausola di garanzia*, which is translated as "guarantee" in English. Although this translation may initially appear appropriate, it deserves further attention, as in legal English, the term "warranty" is more frequently employed in this context and is generally the preferred choice due to its higher register and long-standing association with formal legal language.

The term "warranty", being of Latin origin, holds a more formal and precise connotation in legal English, distinguishing it from "guarantee", which, despite being

similar in meaning, is used less commonly in legal settings. English legal language often favours terms of Latin origin, as previously mentioned, as they are perceived to carry greater formality and specificity. Given this convention, "warranty" may serve as a more suitable translation for *clausola di garanzia*.

In order to corroborate or confute this assumption, it was useful to verify the number of occurrences of the lemmas "guarantee" and "warranty". The former displayed 57 hits, although no clause title mentioned this word. The latter, by contrast, showed 80 hits and many clause titles included the term "warranties" or "warranty". Therefore, a more suitable translation of *clausola di garanzia* is expected to be "warranties".

Moreover, as far as warranties are concerned, the ST (section 13) states that *Lei garantisce altresì che adempirà ai suoi obblighi con la massima diligenza*, which is translated as "You assure that you will fulfil your obligations with utmost care". The verb "assure" may not be suitable in legal contexts. In a warranty clause, indeed, the parties generally "warrant" or "guarantee" the performance of their obligations. Furthermore, the expression "with utmost care", although frequently used in general English, does not translate the Italian legal expression *con la massima diligenza*. In order to verify these assumptions, the word "care" was queried in the corpus, along with the words "obligation" and "obligations" within a span of 15 words to the left and to the right. In this way, it was possible to obtain clauses dealing with the employee's expected care in the performance of her duties. The corpus provided 5 concordances such as "use due care" and "highest degree of care". A sample sentence from the corpus reads as follows: "Employee warrants that he shall (i) devote his full and best efforts to the fulfilment of employment obligations […]; (ii) exercise the highest degree of care in the performance of his duties". When the expression "due care" was queried, 4 occurrences were obtained along with other interesting phrases, such as "shall perform his task with the highest possible standards of due care" and "shall be obliged to exercise due care in". Therefore, on the basis of corpus evidence, more suitable translation options could be: "you will be obliged to exercise due care in the performance of the agreement/of your obligations" and "Employee warrants that she shall exercise the highest degree of care in the performance of her duties".

4.12 Miscellaneous

Miscellaneous clauses generally tackle different topics, namely final covenants and/or boilerplate clauses, such as governing law and jurisdiction, and dispute resolution. As far as the ST clause title, *varie*, is concerned, it is evident that the English translation "miscellanea" is inaccurate. When the word "misc*" was queried in the corpus, no occurrences of "miscellanea" were found as compared to "miscellaneous", which displayed 49 hits as clause titles. Furthermore, under the clause title *varie*, a typical entire agreement clause emerges, which is borrowed from the common law tradition (De Nova, 2007): *Il presente contratto costituisce atto ricognitivo dei termini dell'intero accordo intervenuto tra le Parti all'atto della costituzione del rapporto di lavoro*. This sentence is translated as: "This agreement acknowledges and incorporates the entire terms of the understandings reached by Parties upon establishing the employment relationship". Entire agreement clauses set that the contract entered into represents the only understanding between the parties and no other agreement or covenant is valid and binding. This is a typical common law clause, which has gradually entered Italian contracts (De Nova, 2007). The TT translation appears literal (especially

the phrases "incorporates the entire terms of the understandings" and "upon establishing the employment relationship"). The corpus was, therefore, consulted in order to find more suitable legal formulae. First of all, the lemma "incorporate" generated 49 hits, but it was only mentioned once in a clause similar to the ST (i.e. "the schedules to this agreement form part of (and are incorporated into) this agreement"). In all other cases, "incorporate" was used in different circumstances (e.g., "a company incorporated under the laws of The Netherlands"). Therefore, the term "entire" was queried and the corpus displayed 275 occurrences showing some revealing concordances, namely "This Agreement contains the entire agreement of the parties hereto with respect to the terms and conditions of the Executive's employment" and "This Agreement contains the entire agreement of the parties with respect to the matters set forth herein". Therefore, a more suitable translation of the Italian sentence can be, for example, "This Agreement contains the entire agreement of the parties hereto with respect to the terms and conditions of the Employment".

Finally, it was interesting to note that neither the *varie* clause nor the whole contract mention the governing law and jurisdiction. This can be considered a relevant flaw as the contract could be invalidated by a court of law. Nevertheless, exploring the possible legal consequences of this failure would go beyond the scope of this research paper. The absence of a clause setting the applicable law and jurisdiction is a major oversight as it is not possible to infer the legal institutions (or sets of rules) applied to the contract and the legal system of reference. From an overall overview of the contract, it can be assumed that the agreement is regulated by Italian law as references to the CCNL (or CBA) are often made and many Italian institutions are mentioned, such as *superminimo*. Nevertheless, the jurisdiction remains unknown. There is, indeed, no mention of the *foro competente* (back-translation: "competent court"). This means that in case of disputes, the parties would not know where to file their claims and which court to turn to.

5   Concluding Remarks

The language of law differs from other specialised languages because, while technical, it lacks universal validity, unlike the language of the natural sciences. Legal concepts are deeply rooted in specific cultural realities; as such, legal language is shaped by social, political, economic and historical factors unique to each jurisdiction, creating a distinct framework for interpretation. This results in a complex interplay between legal and extra-legal realities, which manifests both normatively, in its prescriptive function, and factually, in its reliance on cultural context. Legal terminology, therefore, consists of specialised, culturally constructed terms, making legal translation not only a technical task but also an act of cultural adaptation.

The use of corpora in translation studies enables direct comparison of original and translated texts, helping identify essential syntactic, grammatical and terminological features across languages. This study demonstrated the advantages of using legal corpora as valuable tools for examining and refining legal language in translation. Legal corpora offer a method for examining terminology, syntax, textual structures, and authentic usage contexts, making them beneficial resources for addressing translation challenges that arise from both linguistic and cultural differences. Through corpus analysis, this study illustrated how translators can improve both the accuracy and fluency of legal translations, yielding results that are both contextually and legally appropriate.

The corpus-based analysis undertaken in this work exposed several translation issues in the TT, including inaccuracies and instances of unnatural phrasing that would sound incongruent within English legal language. By consulting corpora, translators can resolve translation challenges more effectively, as corpora provide direct access to examples of authentic language in real-world contexts. The findings of this study indicate that corpora serve as valuable support tools for translators, particularly when facing complex linguistic problems, by providing evidence-based solutions grounded in authentic language usage.

While it is assumed that the TT was produced with significant reliance on dictionaries, further studies could explore whether dictionary-based translations could benefit from integrating corpus consultation to improve the accuracy and naturalness of language choices in legal contexts.

This study highlights the potential of corpus linguistics as a methodology in linguistic research and translator training, particularly in the fields of specialised translation and LSP. Corpora are invaluable tools for linguistic investigation and serve as powerful resources in translation education, helping future translators gain insights into language structures, register and context. The scope of corpus linguistics in research and pedagogy is extensive and this work encourages further applications in LSP and specialised translation, especially in areas as complex and culturally embedded as legal language.

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