KWARTALNIK NEOFILOLOGICZNY, LXIX, 4/2022
DOI: 10.24425/kn.2022.143941

ANNA KIZIŃSKA
(UNIWERSYTET WARSZAWSKI)
0000-0002-9775-1251

THE INCONGRUITY OF LABOUR LAW TERMS UNDER BRITISH AND POLISH LEGAL SYSTEMS

ABSTRACT
In the paper, forty-five Polish and British incongruent labour law terms are analysed. Polish terms under the analysis appear in the Polish labour code. The research aims to verify whether the published typology of translation methods used in the Polish-English translation of civil law terms (Kizińska 2018: 247–251) encompasses translation methods applied when translating Polish and British incongruent labour law terms. The definitions of the source terms and the equivalents in question are analysed to identify the translation methods applied while producing equivalents.

KEYWORDS: Polish labour law terms, equivalence, incongruent terms, translation methods, British labour law terms, functional equivalents

STRESZCZENIE
W artykule poddano analizie 45 nieprzystających terminów z zakresu prawa pracy. Badane terminy polskie występują w tekście polskiego kodeksu pracy. Celem badania jest sprawdzenie, czy opublikowana klasyfikacja metod tłumaczeniowych stosowanych w przekładzie terminów prawa cywilnego z języka polskiego na język angielski (Kizińska 2018: 247–251) obejmuje metody tłumaczeniowe używane w przekładzie polskich i brytyjskich terminów nieprzystających z zakresu prawa pracy.

SŁOWA KLUCZOWE: terminy polskiego prawa pracy, ekwiwalencja, terminy nieprzystające, metody tłumaczeniowe, terminy brytyjskiego prawa pracy, ekwiwalenty funkcjonalne

INTRODUCTION

The translation of legal language[1] where numerous terms denoting institutions characteristic of a given legal system that "designate concepts and institutions peculiar to the legal reality of a specific system or related systems" and for which there are no "comparable counterparts in other legal systems or legal families" (Šarčević 2000: 233) constitutes a challenge for translators who are expected to use the most appropriate equivalents in their target texts. The choice of the best equivalents is mainly based on the function of a given text and its potential recipients but still, a translator is obligated to be aware of minor differences between the lexical fields of potential equivalents.

Taking into account Polish-English translations, it must be emphasised that the Polish system belongs to civil law, while the British legal system belongs to a common law system. The research hypothesis in the paper is closely connected with the classification of translation methods applied while translating terms describing civil law system legal institutions into a language bound to common law systems. In the analysis, the terms used in the legal systems used in England and Wales, Scotland, and Northern Ireland are called *British legal system terms*.

The above-mentioned typology of translation methods used in Polish-English translations of civil law terms was published in 2018 (Kizińska 2018: 247–251). The research problem is to verify whether the mentioned typology of translation methods encompasses translation methods applied when translating Polish labour law terms into English. The aim of the paper is to suggest functional equivalents for nine out of forty-five source terms under research.

METHODS USED

The Polish labour law terms under analysis constitute *terms* according to the definition by J.-C. Sager (1990: 19): "The items which are characterised by special reference within a discipline are the terms of that discipline (…)". Furthermore, they amount to *legal terms* according to the division of terms by L. Morawski (1980: 187) a *legal term* is a term occurring in *teksty prawne*. The term *teksty prawne (normative texts)* is interpreted according to the definition by T. Gizbert-Studnicki (1986: 101) as *normative texts.* The terms under research are all incongruent Polish labour code terms that appear in the first five sections of the Polish labour code (*kodeks pracy*). The English equivalents of the terms under analysis have been employed in the most updated translation of the code into English (*The Labour Code,* 2019).

[1] In the paper the lexical field of *legal language* has been limited to the language of normative legal texts

The stages of the research include 1) presenting a definition of a Polish source term, 2) a comparison of the definition of a source term and its equivalent (as long as it appears in English law dictionaries: *Jowitt's Dictionary of English Law*, 2015, *Osborn's Concise Law Dictionary* 2001, *Dictionary of Law* 2018, *Words and Phrases Legally Defined*, 2007 or American one – *Black's Law Dictionary,* 2019), 3) checking whether or not an English equivalent appears in the sources of the British law, using the legislation.gov.uk database[2], as well as in the English language, using the sketchengine.eu database[3], 4) identifying the translation method that has been applied while forming an English equivalent. The translation methods are defined according to K. Hejwowski (2004: 76) as a type of activity undertaken during the translation process, as well as given translation solutions the implementation of which is the target text. As soon as the translation methods employed have been identified the hypothesis stated above is either confirmed or rejected.

The typology of translation methods referred to above classifies methods in the following manner: 1) the functional equivalent method by K. Hejwowski, which involves the replacement of the name of a phenomenon which is more common in the source culture with the name of a phenomenon which is more common in the target culture; 2) the hypernym method, which involves the replacement of a hyponym in the source text with a hypernym in the target text; 3) the hyponym method, which involves replacing a hypernym in the source text with a hyponym in the target text; 4) the descriptive equivalent method by K. Hejwowski, which involves replacing a term with a description or a definition; 5) the partial semantic shift method, which involves using a phrase in the target language from the target text that appears in the legal texts of the target language, the meaning of which is *partially different* from the meaning of a phrase in the source language that appears in the legal texts of the source language. As a result of the translation process, the meaning of the phrase of the target language in the target text is partially changed; 6) the complete semantic shift method, which involves using a phrase in the target language from the target text that appears in the legal texts of the target language, the meaning of which is *completely different* from the meaning of a phrase in the source language that appears in the legal texts of the source language. As a result, the meaning of the phrase from the target language in the target text is changed; 7) terminologisation, which refers to applying in the target text a phrase that appears in the target language but is not a legal term. As a result of this method a phrase of a general language becomes a legal term in the target language; 8) the calque method, which encompasses the calque method or procedure by J.-P.Vinay and J. Darbelnet, the translation procedure by P. Newmark called the *calque*, as well as

[2] legislation.gov.uk database that carries most types of legislation and their accompanying explanatory documents and the English language.

[3] sketchengine.eu database that contains five hundred ready-to-use corpora in over ninety languages, each having a size of up to thirty billion words.

partially the calque and loan strategies by A. Chesterman, and as a result "new phrases that do not appear in the target language are formed" (Kizińska 2015: 159); 9) "transposition method refers to the process of the replacement one part of speech by another; 10) translation doublet involves a) replacing a source term with two descriptive equivalents in the target text; or b) replacing a source term with two equivalents in the target text that have been formed with the application of two methods where the second equivalent constitutes a functional equivalent or a descriptive equivalent; 11) recognized translation method by P. Newmark which is secondary in comparison with methods 1–9, as each equivalent to be widely used must have been formed with the application of one or more of methods 1–9" (Kizińska 2018: 251).

In the paper, there are nine English functional equivalents for the Polish source terms. *Functional equivalent* is defined by S. Šarčević as "a term designating a concept or institution of the target legal system having the same function as a particular concept of the source legal system" (2000: 236). Furthermore, the Polish source terms and the English equivalents discussed here constitute *conceptually incongruent* terms defined by S. Šarčević (2000: 232). "Due to the conceptual incongruency of terminology of different legal systems, it is sometimes extremely difficult to select equivalents that will guarantee uniform interpretation and application of the propositional content of a legal norm" (Šarčević 2000: 149).

Due to the limitations of the paper nine out of forty-five terms have been discussed in detail. Polish source terms are all incongruent terms (in relation to the British law terms) that appear in the first five sections of the Polish labour code (up to Article 126).

DISCUSSION

The first term under analysis is *umowa o pracę na czas określony*. According to its definition the legal term denotes an employment contract in which the period of employment has been fixed. Furthermore, the period of employment under *umowa o pracę na czas określony* entered into by and between the same parties cannot exceed thirty-three months and the total number of such employment contracts cannot be higher than three (Article 25^1 of the Polish labour code). The equivalent used, an *employment contract for a definite period of time,* does not appear in the sources of British law, English law dictionaries or the corpora of the English language. Thus it may be deduced that the equivalent is just a calque of the source term – a new phrase in the target language has been produced.

Furthermore, it may be assumed that the most accurate English functional equivalent for the Polish source term is *fixed-term contract*. "Fixed-term contracts: last for a certain length of time, are set in advance, end when a specific task is completed, end when a specific event takes place. Fixed-term employees must

receive the same treatment as full-time permanent staff" (www.gov.uk). The Polish type of contract discussed as well as the English one denotes a contract entered into for a specified time. Furthermore, *fixed-term contract* appears in numerous acts of law in the British legal system, e.g. "The Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002".

It must be emphasised that the source term and the suggested functional equivalent are incongruent. For example, an employer in the UK "must give employees a written statement of employment or contract" (www.gov.uk), while a Polish employer is required to express the conditions of employment in a written form but the employment contract is still legal when concluded in an oral form (Baran 2019: 204).

The second term under analysis is *umowa o pracę na czas nieokreślony*. According to its definition the legal institution denotes an employment contract in which the period of employment has not been set forth, the contract is binding until one of the parties decides to terminate it (Florek, Pisarczyk 2021: 85). The equivalent used, *employment contract for an indefinite period of time,* does not appear in the sources of British law or English law dictionaries or the corpora of the English language. Thus it may be deduced that the equivalent is again just a calque of the source term – a new phrase in the target language has been produced.

Furthermore, it may be assumed that the most accurate English functional equivalent for the Polish source term is a *permanent contract*. "Unlike fixed-term or casual contracts, the definition of a permanent contract is a contract that will not expire but will remain valid until either employer or employee chooses to end the contract" (factorialhr.co.uk). Both the Polish and English phrases denote a contract entered into for an unspecified time which assumes stable employment. Furthermore, *permanent contract* appears in numerous acts of law in the British legal system, e.g. "The Agency Workers Regulations 2010": "Regulation 10 disapplies regulation 5, insofar as it relates to pay, where a permanent contract of employment is entered into between a temporary work agency and the agency worker. It provides a number of conditions that must be fulfilled in relation to the form and terms of the permanent contract and for a minimum amount of pay to be paid to the agency worker between assignments". On the basis of the citation, it may be assumed that *permanent contract* and *permanent contract of employment* are synonyms. It must be emphasised that the source term and the suggested functional equivalent are incongruent as, for example, the shortest termination period possible for such a contract in Poland is two weeks (Article 36 of the Polish labour code) while in the UK it is one week (www.gov.uk).

Another term under research is *sąd pracy* which is defined as a justice system body that resolves disputes resulting from an employment relationship. The proceedings before the labour court are described in detail in the Polish code of civil proceedings, and in particular by the regulations on separate proceedings in the cases concerning the labour law and social insurance law (Baran 2019: 700). With regard to the appearance of the equivalent *labour court* in the sources of British law,

it has been applied in the footnotes of nine decisions and directives originating from the EU, e.g. "Commission Decision of 8 July 2008 concerning the measures C 58/02 (ex N 118/02) which France has implemented in favour of the Société Nationale Maritime Corse-Méditerranée (SNCM) (notified under document C(2008) 3182) (Only the French text is authentic) (Text with EEA relevance) (2009/611/EC)". The equivalent in question has not been accommodated in the English monolingual legal dictionaries mentioned above. However, this phrase appears in the corpora of the English language and has been explained in the Cambridge Dictionary as "a court of law that deals with disagreements between employers and employees in the UK" (dictionary.cambridge.org). On the basis of the definitions, it may be deduced that *labour court* serves as a functional equivalent as both it and the Polish source term denote a court which considers disputes related to an employment relationship.

It should be emphasised, however, that the term *employment tribunal* does appear in over two hundred texts constituting the sources of British law [e.g. The Employment Tribunals (Constitution and Rules of Procedure) Regulations 2013] and is defined as "a special type of court that decides legal problems between employees and their employers" (dictionary.cambridge.org). Moreover, the term *employment tribunals* appears in English legal dictionaries and was formerly called *industrial tribunals*, established originally under the Industrial Training Act and now governed by the Employment Tribunals Act 1996 (*Osborn's Concise Law Dictionary*, 2013). In the dictionaries, it is emphasised that the jurisdiction of employment tribunals has been gradually increased "to deal with many areas of dispute between employer and employee" (*Osborn's Concise Law Dictionary,* 2013). What is more, *Osborn's Concise Law Dictionary* and *Oxford Dictionary of Law* include the entry of *Employment Appeal Tribunal* defined as the "statutory body established to hear appeals from employment tribunals" (*Oxford Dictionary of Law*, 2018). Furthermore, in the Law Review UK (thelawreviews.co.uk) there are numerous articles describing *employment tribunals* in the context of the UK law: "employment tribunals are the principal forum for determining employment disputes. The Employment Tribunals Act 1996 sets out the claims over which tribunals have jurisdiction" (Carn, Clark 2021). Summing up, it may be concluded that the term *employment tribunals* constitutes a more accurate functional equivalent for the Polish term *sąd pracy*. The source term and *employment tribunal* are incongruent terms as the chairman of the *employment tribunal* is a barrister or a solicitor, which does not refer to the judges on the Polish court.

Telepraca denotes work performed regularly outside the premises of the employer by means of electronic communication as detailed by the regulations on performing services via electronic means (Article 67^5 par.1 of the Polish labour code). *Telepracownik* denotes an employee performing their work following the regulations set forth in Article 67^5 par.1 and delivering their work to the employer by means of electronic communication (Article 67^5 par.2 of the Polish labour code). The suggested equivalent *telework* does not appear in the English law dictionaries mentioned above or the texts constituting the sources of British law. The equivalent

presumably constitutes a calque from the Polish language as two elements of the Polish source term, namely *tele* and *praca* have been translated literally with *tele* and *work*.

The equivalent *working from home* may serve as a functional equivalent for the Polish source term as it appears in the sources of the British law, e.g. "The Tax Credits (Definition and Calculation of Income) Regulations 2002". The term denotes a type of flexible work and is defined as doing "some or all of the work from home or anywhere else other than the normal place of work" (www.gov.uk). Having analysed the definitions, it may be concluded that both the source term and the suggested functional equivalent denote work done outside the workplace. It should be noted, however, that the terms are to some extent incongruent as the Polish definition involves the delivery of the results of the work via electronic channels while the English definition does not.

The fourth source term is *przedawnienie roszczeń,* which is defined as a civil law institution thanks to which one may fail to satisfy a claim. In a situation where a particular period of time has passed, the chance to execute the fulfilment of claims in the court becomes limited (Article 6 of the Polish civil code). The suggested equivalent, *limitations of claims,* does not appear in the sources of British law or English law dictionaries but does appear in the corpora of the English language. Thus it may be assumed that the equivalent has been produced with the application of the terminologisation translation method. As a result of its usage in a target text, an everyday phrase *limitations of claims* has become a specialist term in the target text under discussion.

Time limits for claims in the UK are time limits by which legal proceedings for civil cases must be brought in the United Kingdom (www.netlawman.co.uk). It should be emphasised that in the UK, Parliament has not passed an Act that provides a statute of limitations (www.netlawman.co.uk). The term defined would probably serve as the most accurate functional equivalent for the Polish term as it also appears in the sources of British law, e.g. "In addition, in a claim for personal injuries the court may add or substitute a party where it directs that—(i)section 11 (special time limit for claims for personal injuries); or(ii)section 12 (special time limit for claims under fatal accidents legislation)" ("Civil Procedure Rules 1998"). Both the source term and the suggested functional equivalent name a set of regulations under which a given claim might be left unsatisfied because a deadline has passed. On the other hand, the terms are incongruent as the time limits differ in both legal systems.

With regard to the amicable manner of resolving disputes related to an employment relationship, there are two different terms in the first five sections of the Polish labour law: *ugoda* and *ugoda sądowa*. The term *ugoda sądowa* refers to the agreement entered into in the course of conciliation proceedings or fact-finding (legal) proceedings (Ilków 2013: 114). *Ugoda sądowa* is a procedural act which according to the will of the parties results in legal consequences: procedural and substantive consequences (czasopisma.beck.pl).

The suggested equivalent for *ugoda sądowa*, namely *court agreement,* does not appear in English law dictionaries. It does appear in twenty-five texts of the sources of British law and denotes an agreement entered into before a court. The term appears in the EU-related terminology [e.g. "Council Decision of 26 February 2009 on the signing on behalf of the European Community of the Convention on Choice of Court Agreements (2009/397/EC)"]. Moreover, it appears in the UK-originated source of law, namely "Civil Jurisdiction and Judgments Act 1982" in the meaning according to the "Hague Convention on Choice of Court Agreements". What's more, it appears in "The Jurisdiction, Judgments and Applicable Law (Amendment) (EU Exit) Regulations 2019 and 2020" and "The Civil Procedure (Amendment) Rules 2021, 2022". It is not possible to determine the translation method applied while determining the equivalent as there is no definition available for the equivalent in question.

Ugoda, according to Article 917 of the Polish Civil code, refers to a situation where parties make concessions with regard to the legal relationship between them in order to eliminate the uncertainty about the claims resulting from the legal relationship; or to make sure that the claims will be satisfied; or to resolve an existing dispute or a dispute that may arise.

The suggested equivalent for *ugoda*, i.e. *agreement,* is defined as

> 1) a consensus of two or more minds in anything done or to be done. 2) agreement, in its widest sense, is where two or more persons concur in expressing a common intention with the view of altering their rights and duties; in its narrower and popular sense agreement has the same meaning as contract, especially a contract not under seal. Indeed an agreement is the cornerstone of a contract although in that context *agreement* is (largely) judged objectively. (…) The term agreement is sometimes used in international law to denote certain types of intergovernmental agreements" (*Jowitt's Dictionary of English Law,* 2015).

Taking into account the definitions of the source term and the equivalent, it may be assumed that the hypernym translation method has been used to produce the equivalent. The lexical field of the equivalent is more extensive as *ugoda* may be interpreted as a situation (described in the second item of the definition of *agreement*) where two parties express their common intention with the view of altering their rights.

The most appropriate English functional equivalent for both Polish terms under research (*ugoda* and *ugoda sądowa*) is probably *settlement agreement.* The suggested equivalent is defined as:

> a legally binding agreement under which parties can agree to end an employment relationship on specified terms, usually including a payment by the employer to the employee. The validity of such agreements is governed by the Employment Rights Act 1996. They must be in writing and the employee must have received independent advice from an appropriate person (e.g. a lawyer, trade union official, or advice worker). The effect of the agreement is that the employee waives his right to make a claim to the employment tribunal on the matters covered

> in the agreement. Prior to the Enterprise and Regulatory Reform Act 2013, settlement discussions could be conducted confidentially where the *without prejudice* rule applied. However, this rule did not apply if there was no existing dispute between the employer and employee; in such cases discussions in the course of negotiation could be used as evidence in a later tribunal claim. To encourage the settlement of disputes outside the tribunals, the 2013 Act amends the Employment Rights Act 1996 so that employers and employees can discuss settlement before a dispute arises, knowing that it will remain confidential" (*Oxford Dictionary of Law,* 2018).

In addition, on the UK website for employees (www.citizensadvice.org.uk) there is information on disputes between an employee and an employer, and an employee may lodge their complaint in the employment tribunal or try to settle a dispute. If the employer does not want an employee to file a claim in court they may reach a settlement in two manners: via negotiating a COT3 agreement through Acas or agreeing to a *settlement agreement*. Finally, it should be emphasised that the suggested functional equivalent appears in the "Employment Code of Practice (Settlement Agreements) Order 2013" and numerous other acts of British law. The Polish source terms and the functional equivalent refer to a situation where an employer and an employee try to resolve the dispute in an amicable manner and the negotiation is, as a rule, confidential. Under the Polish legal system, the confidentiality of mediation has been set forth in Article 183^4 of the Polish code of civil procedure. The source terms and the suggested equivalent are incongruent as in the Polish law there is a dichotomy of settlements, they are divided into in-court (*ugoda sądowa*) and out-of-court settlements [*ugoda (pozasądowa)*] while in the UK they are generally settled out-of-court.

Another term under research is *zakład pracy,* defined as a party to an employment relationship that employs workers (Baran 2019: 190). It should be stated, however, that in 1996 the Polish term *zakład pracy* (*work place*) was replaced with the term *pracodawca* (*employer*). On the other hand, the term *zakład pracy* still appears in the Polish labour code. In the first five sections of the Polish labour code, namely in Article 22^2 the term *zakład pracy* refers to the place of work rather than the employer.

The suggested equivalent, namely *work establishment,* has not been adopted in English law dictionaries. It does appear in two texts constituting the sources of British law and as *social work establishments*. Furthermore, the suggested equivalent appears in the corpora of the English language. As such, it may be stated that the equivalent has been formed with the application of the translation method called *partial semantic shift* (the process of employing in the target text a phrase of the target language that appears in the texts of the sources of law of the target language the meaning of which is partially different from the meaning of a phrase of a source language that appears in the texts of the sources of law of the source language) because the lexical fields of *zakład pracy* and *work establishment* coincide only partially.

The term *workplace* may serve as a functional equivalent for the Polish term discussed as it is defined as "a place where people work, such as an office or factory" (dictionary.cambridge.org) and "a place of employment" (*Black's Law Dictionary,* 2019: 1603). The term under research has not appeared in English law dictionaries but does appear in the sources of British law, e.g. "The Health and Safety (Miscellaneous Provisions) (Metrication etc.) Regulations 1992": "*hygrometer* means an accurate and properly maintained and calibrated instrument for the measurement of the relative humidity in the workplace". It should be emphasised, however, that the Polish term refers to both the employer and the physical place where work is performed, while the *workplace* denotes the place exclusively.

Another term under research is *zakaz konkurencji* which is defined as the prohibition of competitive activities by current employees and describes a labour law-oriented legal institution as well as the prohibition of the competitive activities by former employees and denotes a labour and civil law-oriented legal institution (Baran 2019: 430). The suggested equivalent *prohibition on competition* does not appear in English law dictionaries or the sources of British law. However, it appears in the corpora of the English language and thus probably has been formed as a result of the terminologisation translation method.

In the UK competition law is concerned with agreements or practices that may distort competition within a market in a manner detrimental to a consumer. There are six competition rules that are obeyed to avoid market malfunction (www.ashurst.com). It may be assumed that *competition prohibition* may as the last resort serve as a functional equivalent of the Polish term as it appears in the texts on the UK competition law (*inter alia* www.ashurst.com).

In the table below there are presented the above discussed source terms along with their equivalents:

Table 1. Polish labour law terms and their equivalents

Polish term	English equivalent	suggested functional equivalent
umowa o pracę na czas określony	employment contract for a definite period of time	fixed term contract
umowa o pracę na czas nieokreślony	employment contract for an indefinite period of time	permanent contract
sąd pracy	labour court	employment tribunal
telepraca	telework	working from home
zakład pracy	work establishment	work place
zakaz konkurencji	prohibition on competition	competition prohibition
przedawnienie	time limitation	time limits for claims
ugoda	agreement	settlement agreement
ugoda sądowa	court agreement	settlement agreement

FINDINGS

On the basis of the analysis of forty-five English equivalents of the Polish labour law terms it may be concluded that, firstly, 6 out of 11 translation methods presented above (used to translate incongruent civil law Polish terms into English) are applicable while translating incongruent Polish labour law terms into English. Presented below are the translation methods mentioned together with the equivalents that have been formed with the application thereof: 1) the functional equivalent method by Hejwowski has been used to form equivalents such as *maintenance*, *sickness benefit* and *work certificate*; 2) the hypernym method has been used to form two equivalents: *agreement* and *amnesty*; 3) the partial semantic shift method has been used while forming, among others, *work establishment*, *admonition* and *reprimand*; 4) the terminologisation method has been applied while forming, among others, *prohibition on competition*, *time limitatio*n and *casual connection*; 5) the calque method has been used while forming, among others, *employee capital plan*, *workplace bullying* and *enterprise award fund* 6) the recognized translation method by Newmark has been used, among others, in the case of *work certificate* and *maintenance*.

Secondly, there are phrases during the formation of which one primary translation method together with one secondary translation method have been applied simultaneously, such as *work certificate* and *maintenance* (the functional equivalent together with the recognised equivalent).

Last but not least, some calques may at the same time be assumed to be descriptive equivalents (e.g. *objection of the penalised employee* as the equivalent for *sprzeciw ukaranego*).

BIBLIOGRAPHY

Carn, A., Clark, E., Macdonald, F., Robertson, N., Tozer, R. (2021): *The Labour and Employment Disputes Review*, "Keystone Law", 5/21. https://thelawreviews.co.uk/title/the-labour-and-employment-disputes-review/united-kingdom

Florek, L., Pisarczyk, Ł. (2021): *Prawo pracy*, Warszawa.

Gizbert-Studnicki, T. (1986): *Język prawny z perspektywy socjolingwistycznej*, "Zeszyty Naukowe Uniwersytetu Jagiellońskiego, Prace z nauk politycznych", 26/1986, 95–102.

Hejwowski, K. (2004): *Kognitywno-komunikacyjna teoria przekładu*, Warszawa.

Ilków, D. (2013): *Aspekty procesowe ugody sądowej zawartej w toku postępowania rozpoznawczego*, "University Law Review", 2/2013, 113–129.

Kizińska, A. (2018): *Polskie i angielskie terminy nieprzystające. Prawo rodzinne i spadkowe*, Warszawa.

Morawski, L. (1980): O *pewnym rozumieniu prawa i faktu oraz o niektórych jego zastosowaniach,* "Ruch Prawniczy, Ekonomiczny i Socjologiczny", 1/1980, 187–199.

Nemark, P. (2006): *A Textbook of Translation*, London.

Prawo pracy i ubezpieczeń społecznych, Baran, K.W. (editor), Warszawa 2019.

Šarčević, S. (2000): *New Approach to Legal Translation*, The Hague.
Sager, C. (1990): *Practical Course in Terminology Processing*, Amsterdam.
Translated works
Jamroży, A. (2019): *The Labour Code*, Warszawa.

WEBSITES

ashurst.com [10.09.22]
czasopisma.beck.pl [05.09.22]
dictionary.cambridge.org [15.09.22]
factorialhr.co.uk [05.10.22]
gov.uk [01.08.22]
legislation.gov.uk [2022]
netlawman.co.uk [15.09.22]
sketchengine.eu [2022]
thelawreviews.co.uk [15.09.22]
www.citizensadvice.org.uk [15.09.22]

DICTIONARIES

A Dictionary of Law. Oxford 2018.
Black's Law Dictionary, 2019.
Jowitt's Dictionary of English Law. London 2015.
Osborn's Concise Law Dictionary. 2013.
Words and Phrases Legally Defined, 2007
Legal acts
Polish Civil Code Act of 23 April 1964 (Journal of Laws No. 16 item 93)
Polish Code of Civil Proceedings Act of 17 November 1964 (Journal of Laws No. 43 item 296)
Polish Labour Code Act of 26 June 1994 (Journal of Laws No. 24 item 141)
Civil Jurisdiction and Judgments Act 1982
Civil Procedure Rules 1998
Commission Decision of 8 July 2008 concerning the measures C 58/02 (ex N 118/02) which France has implemented in favour of the Société Nationale Maritime Corse-Méditerranée (SNCM) (notified under document C(2008) 3182) (Only the French text is authentic) (Text with EEA relevance) (2009/611/EC)
Council Decision of 26 February 2009 on the signing on behalf of the European Community of the Convention on Choice of Court Agreements (2009/397/EC)
Employment Code of Practice (Settlement Agreements) Order 2013
The Agency Workers Regulations 2010
The Civil Procedure (Amendment) Rules 2021, 2022
The Employment Tribunals (Constitution and Rules of Procedure) Regulations 2013
The Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002
The Health and Safety (Miscellaneous Provisions) (Metrication etc.) Regulations 1992
The Jurisdiction, Judgments and Applicable Law (Amendment) (EU Exit) Regulations 2019 and 2020
The Tax Credits (Definition and Calculation of Income) Regulations 2002