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The Linguistics of Labour Law and Industrial Relations: A Modest Proposal

“The linguistic question runs under the apparent surface of any cross-national comparative work”
Jean-Claude Barbier (2005: 60)

1. Languages and Concepts in Labour Law and Industrial Relations

To Labour Law and Industrial Relations experts, comparison appears, at one and the same time, a fascinating and challenging task, as conceptual issues arising from different historical, economic, legal and cultural developments are clearly of fundamental importance. According to Kahn-Freund, the founding father of comparative Labour Law, “Even in very similar societies, the role played by law may be very different, owing to the tempo and the sequence of economic and political history” (1969: 1024). Further, some parochial and ideological hangovers – to use Blanpain’s words – may play a role, in addition to translation and terminology problems. The question is fully acknowledged by comparative scholars of Labour Law and Industrial Relations, and a number of them have approached the matter to examine what Hyman has defined “The complex interconnection between words and things” (2005: 199). In a similar vein, while examining the notion of comparative industrial relations, Bean argues that “it is multidisciplinary in its dimensions but it also reaches across cultures, thereby exacerbating the difficulties of finding appropriate bases for making inter-country comparisons” (1994: 16). This point is also made by Fregen (2007:18), who rightly states that:
Despite the increasing convergence of employment institutions and practices throughout the advanced industrialized world and despite the increasing international communication and interaction among the research communities, […] distinctive national research patterns remain in Employment Relations, which seem astonishingly resistant to the processes of universalization or modernization.

Problems stemming from the comparison of “enduring cross-country variations” (Fregen 2007: 18) have been pointed out by Bamber and Lansbury, who argue that “a problem which pervades the field of comparative industrial relations is the choice of ‘what’ and ‘how’ to compare” (1987: 10), also noting that some problems result from “the lack of a common language and terminology” (1987: 10). Clearly, this state of affairs is dependent upon the fact that language mirrors society and society is the product of people, as also maintained by Pennisi (forthcoming).

Comparative and terminological issues have also been examined by Barbier, whose collection of papers entitled: When Words Matter. Dealing Anew with Cross-National Comparison addresses terminological ambiguities and misinterpretations, focusing inter alia on the risk of making use of a degraded English as a Lingua Franca, somehow debasing what he calls “the richness of the real English language” (2005: 53). In discussing translation issues, he convincingly points out that “Genuine translation implies that the reader also accepts situating the translated concepts within its original theory and thus engaging in comprehensive comparison” (2005: 60).

Similarly, Whiteside has argued that “Comparative analysis is plagued by problems of similar policies by different terminology and different policies, agencies and instruments that possess almost similar labels. Words get in our way” (2005: 212). The same point is also made by Koch, according to whom a major question in comparative work in the fields of Labour Law and Industrial Relations “is posed by linguistic and semantic comparabilities. This is a profound problem which can be illustrated by attempting equivalent translations of national systems, industrial relations actors, processes or institutions” (2009: 6). Questions of notions and terminology have been dealt with also by Blanpain and Colucci, who underline that “problems and challenges are multiplied when one engages in comparative analysis
and tries to translate notions and definitions in other languages” (2002: XXXVIII).

Kaufman (2004) has also analysed the relationship between concepts and languages, investigating whether the terminology used somehow affects attitudes and behaviour in the Industrial Relations arena, leading to different outcomes. In considering the disruption of the public transport network that occurred in New York in December 2005, Bromwich (2006) has looked into the notion of a strike in the US industrial relations system, comparing it to the corresponding term in Italian (sciopero) and pointing out major differences in the language of negotiation reflecting two distinct legal and cultural frameworks. Finally, while developing the seemingly paradoxical concept of “particularistic universalism”, Hyman has acknowledged that “the need to establish both similarity and difference, to conceptualise incomplete equivalence, constitutes the charm and the perplexity of comparative analysis” (2005: 204).

Accordingly, the fascination of comparative work lies in the investigation of realities regarded as suitable to be likened to one another, with a view to shedding light on cross-national differences and similarities.

Thus, the raison d’être of providing a comparative perspective is to be found in the willingness to identify a certain degree of correspondence among practices and processes in different contexts and gain insights into their effectiveness, also considering their applicability elsewhere, away from their original ideological framework.1 Newman has convincingly stressed this issue, as “the question that returns like an echo is how, most appropriately, to face up with these cross-cultural divides” (2007:734). Alternatively, a comparative analysis might be carried out as a matter of interest, to cast light on how the “neighbouring actors” deal with issues regarded to be similar. Whatever the objective, a comparison is therefore deemed to be of use to broaden one’s horizon and somehow become

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1 The notion of an “ideological framework” is defined as consisting of “socially relevant norms, values, goals and principles, which are selected, combined and applied in such a way that they favour perception, interpretation and action in social practices that are in the overall interest of the group” (van Dijk 2008: 34).
enriched by diversity. Nevertheless, in engaging in an analysis of this kind, there are a number of pitfalls to look out for, particularly when different systems and languages are concerned.

Following on from this review of the relevant literature, this paper sets its sight on the reasons for a new line of investigation, *inter alia* by briefly pointing out the shortcomings of existing disciplines in analyzing conceptual issues in the fields of Labour Law and Industrial Relations (Section 2). It then proceeds to provide some diachronic considerations, that is linguistic variations in Labour Law and Industrial Relations discourse over the years, taking as a starting point the Webbs’ *Industrial Democracy*, followed by evidence in support of the arguments put forward (Section 3). The paper goes on to briefly examine the language of negotiation (Section 4) and some translation issues (Section 5), also investigating the use of English as a Lingua Franca in the surveyed disciplines (Section 6). Mention is also made of some online translation resources for labour law and industrial relations practitioners (Section 7). Finally, some remarks summarizing the main findings will conclude the present paper (Section 8).

2. Linguistics of Labour Law and Industrial Relations: The Reasons for a New Strand of Research

As indicated above, the academic community has explored the foregoing questions, investigating the correlation between languages and concepts in the disciplines under consideration from an interdisciplinary point of view. However, except in a small number of cases, this investigation has been carried out *en passant*, with Comparative Labour Law and Industrial Relations monographs and textbooks dedicating a limited amount of attention – a few sentences, a paragraph, sometimes a chapter – to what appears to be an extremely rich field of research. In this sense, it may be argued that “The reciprocal interdependence of language and concepts, concepts and
theories, theories and realities” (Hyman 1995a: 19) is deserving of far more attention. For this reason, and with the aim of further extending the scope of what has been examined so far, the present study is intended to propose a new strand of research, entirely geared towards the understanding of the semantics of concepts constituting Labour Law and Industrial Relations systems in an international and comparative perspective. It will be argued that there is a need for a new line of investigation, which may be called the “Linguistics of Labour Law and Industrial Relations” (LLLIRs) since comparative analysis in these disciplines often entails the examination of principles and processes that need to be studied together with linguistic and terminological aspects, predicated on the insight that “conceptualization on any considerable scale is inseparable from language” (Van Orman Quine 1960: 3).

This point has been made by Tannen, who has stressed that discourse analysis more generally “will never be monolithic, because it does not grow out of a single discipline” (1989: 7). The dynamic nature of linguistic analysis is confirmed by Hatim in examining translation issues, arguing that “different perspectives have systematically been adopted and different approaches have been invoked to shed new light on a constantly evolving subject” (2001: 80). This argument was made in a cogent manner by Kachru and Smith, who contend that language is not static and that “any discipline that aims at studying the phenomenon of language has to take into account cultural and social factors that are involved in human linguistic behavior” (2008: 7).

Still on the analysis of the relationship between languages and concepts, Malone has underlined that linguistics “comprises a network of sub-disciplines traversed by a variety of analytic perspectives” (1998: 3). In this connection, languages “do not exist as ideal systems […] but neither are they the products solely of individuals minds. Rather, they are sociocognitive systems, mediating between isolated individuals and named groups living within and across regional and national borders” (Hall, Smith, and Wicaksono 2001: 12). The meaning of concepts is not static either, as it consists of “a variable set of more or less related sub-meanings, the ‘actualization’ of which is context- and situation-dependent” (Cram, Linn, and Nowak 1999: 309). Accordingly, pursuing the linguistic analysis in this connection
is a complicated project, as “meanings are often layered and contingent to the situation (Clarke 2005: 161). In order to make an effective comparison, the starting point should be a critical analysis of concepts to be contrasted with one another, discussing the correlation between languages and principles of Labour Law and Industrial Relations, which are closely intertwined.

Van Orman Quine has pointed out that “Language is a social art” (1960:3). Accordingly, linguistic changes are constitutive of historical and cultural developments, which are in many cases dependent on national contexts. Societal factors affect Labour Law, and even more Industrial Relations practices, thus giving rise to the need for domain-specific terminology. This is also because such disciplines are more responsive than others to cultural and historical factors, particularly if one considers two main points. First, their particularly strong link with historical events, such as the Industrial Revolution, from which Labour Law emerged as a distinctive field of study. Secondly, the recourse within the Industrial Relations systems to collective bargaining as an instrument to deal with labour issues, with statutory laws often only serving as legislative framework, as in most OECD countries the legislator leaves to the social partners the task of negotiating working conditions by means of collective agreements, an approach that has been labelled in different ways, expressing different shades of meaning (voluntarism, legal abstentionism, or collective laissez-faire). This peculiarity – that has led Biagi and Tiraboschi (2007), among others, to talk of the “autonomy” of Labour Law (specialità del diritto del lavoro) – is remarkable as it makes these two related disciplines more sensitive to changes taking place at an historical level.

In conceptual terms, the notion of “voluntarism” is regarded as more encompassing than “legal abstentionism”, as the definition also includes the willingness of social partners to take voluntary action in the industrial relations arena. As for “collective laissez-faire” – which was coined by Kahn-Freund to depict a specific feature of the British system of industrial relations at the time – special attention is given to the political perspective and the limited intervention on the part of government to deal with labour law issues. On this point, see Keele University 2004. Historical Studies in Industrial Relations. Staffordshire: Keele University Press, 1.
The construction of notions of Labour and Industrial Relations in different national settings, and the comparative analysis of what Searle (1995) has termed “institutional facts”, in the sense that they require human institutions for their existence, will be the focus of Linguistics of Labour Law and Industrial Relations. One might argue that the relationship between “words and things” can be adequately addressed by existing areas of research, such as (Legal) Linguistics, Translation Studies, or Comparative Legal Studies. However, there are reasons to dissent from this position. An analysis of this kind carried out within the scope of just one of these disciplines is inevitably limited. Legal Linguistics certainly responds to the need to compare and contrast differences and variations in terms of practices and nuances of meanings. However, such a discipline usually investigates the manner in which linguistic principles apply to Law, chiefly considering legal institutions, and therefore failing to examine cultural and historical aspects which have a major impact on Labour Law, and even more on Industrial Relations. Further, there are a number of terms that are specific to Labour Law and Industrial Relations discourse that cannot be placed under the general rubric of “legal terminology” (In Italian they are called giuslavoristici, an adjective meaning “pertaining to Labour Law” and which has no word-for-word equivalent in English), and thus they require an ad-hoc analysis.

The same holds true for Translation Studies, a field that provides too narrow a focus of investigation. This is confirmed by the fact that comparison very often implies translation, although this is not always true, as in the case of the analysis of varieties of English. On the other hand, approaching a comparative analysis from a purely legal point of view, thus paying less attention to linguistic features, would result in an inadequate characterization, on the basis of the considerations outlined above on the nexus with language, which – as conceptualized by Searle – is the product of society itself, being “an institutional structure” (Searle 1995: 228). This point is brilliantly illustrated by Harry Arthurs (2005: 717) in his analysis of law as a social phenomenon. In Arthurs’ terms, the relationship between legal practices and social settings should be investigated outside what Kastner (2002:31) following on from Dworkin (1986) calls “law’s empire”. This is one of the reasons why many legal scholars:
choose to situate themselves on the periphery of that empire [...] they use insights from other disciplines to challenge (but sometimes reinforce) legal-imperial verities and vanities [...] they provoke (and sometimes alienate) students who wish to concentrate on ‘the law’ (quoted in Arthurs 2005: 717).

Critics might also contend that Labour Law and Industrial Relations are two distinct disciplines, and thus should be dealt with separately. However, it is undeniable that there is a certain degree of overlapping in conceptual and linguistic terms, with much terminology that is common to both fields. Thus, Linguistics of Labour Law and Industrial Relations will be taken to cover both domains, even though significant differences will be considered. In the following, an attempt will be made to provide evidence of the need to bring under the umbrella of this emerging area of research a topic that has so far been the (partial) focus of several disciplines – that is the relationship between language and concepts in the fields of Labour Law and Industrial Relations – and therefore to establish the connections between them. Some reflections will be offered in this regard in the following sections that examine instances of similarities, differences, and even the absence of conceptual equivalence between different systems of Labour Law and Industrial Relations practices, notions that at times result in inappropriate translations – that is what Newmark (1991) has labelled translationese – as well as significant examples of how societal factors influence language usage in these domains. This study will explore these issues in detail, also drawing from others scholars’ research findings to delineate a new and, hopefully fruitful, strand of research.

3. Diachronic Considerations: Some Conceptual and Terminological Issues in Labour Law and Industrial Relations

In a diachronic perspective, to show how terminology can undergo radical change even over a relatively short period of time, reference
may be made to an archaic term, the “bell horse”, as used by the Webbs in *Industrial Democracy*, that has no equivalent in today’s labour market, referring to a worker, especially in the building industry, bribed by the employer (the foreman) to increase the intensity of work in order to encourage the others to do the same. Arguably, the different ways the employment relationship is regulated these days, differences in terms of remuneration schemes and work organization – and of course the role performed in many countries by trade unions – would make it hard to implement such a practice.

For the same reasons, equally impracticable would be the enforcement of regulations to prevent the system that at that time was known as “chasing”. In addition to the setting up of a Standard Rate – the lowest remuneration provided to the employee, a concept that is somehow related to today’s minimum wage – unions also regarded as fundamental the establishment of the maximum amount of work to be performed for that wage, in order to avoid a situation in which “chasers” worked more than their colleagues. In this connection, the Webbs (1897) refer to a rule adopted by the Bricklayer’s Association of Manchester in 1869, according to which “Any brother in the Union professing to carry any more than the common number, which is eight bricks, shall be fined one shilling, to be paid within one month, or remain out of benefit until such fine is paid” (Sidney and Beatrice Webb 1897: 304). The same concept was echoed – yet more bluntly – by the Labourers’ Union, who insisted that “You are strictly cautioned not to outstep good rules by doing double the work you are required, and causing others to do the same, in order to gain a smile from the master” (Sidney and Beatrice Webb 1897: 304). Further, workers taking part in a strike or being discharged as a result of industrial action would not be entitled to “victim pay” nowadays – a sort of compensation – on the part of unions that at that time was “accorded to members dismissed for agitation” (Sidney and Beatrice Webb 1897: 153) on an exclusive basis.

Mention should also be made of the notion of the “go canny” policy, defined as “an insidious diminution of their [the workers’] energy without notice to the employer” (Sidney and Beatrice Webb 1897: 307). When the Webbs were writing, one of the means used by workers to advance their interests – particularly in relation to pay – was to adopt “the expedient of not putting any energy into their work”
The go canny policy seems to have a lot in common with both ‘work-to-rule’ and above all ‘go-slow’ (also known as ‘slowdown’ in American English), the slowing down of production on the part of workers in order to protest against management policies.

The examples discussed above are intended to point out how language depends on a specific historical, cultural, and legal context. This insight, while certainly not original, is relevant all the same, as it highlights the particularly close association among different principles and practices at the core of Labour Law and Industrial Relations.

Following this line of reasoning, “dirty money” in the work of the Webbs does not refer to income from illicit sources, but to extra pay granted to workers involved in unpleasant occupations or, more generally, in what we now call “3Ds Jobs” – dirty, dangerous and demeaning/degrading – whereas pay for “walking time” refers to what is now known as a travelling allowance. Working practices change, and this is reflected in language. This is an important point to bear in mind. Arthurs (2005: 2) maintained that “judges, lawyers and legal scholars often disguise law’s ideological content by making legal institutions and outcomes seem natural, inevitable and immutable rather than the product of human agency and the expression of ideological belief and social choices”.

For this reason, and to gain insight into practices in Labour Law and Industrial Relations it is fundamental to place notions in their original “social situation” (Van Dijk 2008: 34), in order to appreciate its influence on “text and talk”. Whether national institutions and theories can be compared in an international perspective – and translated into different languages – is a matter to be addressed at a later stage. Much has been written about analysing concepts and notions in context. In 1935, Malinowski maintained in an

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3 This is one of the reasons glossaries are in need of updating on a regular basis and should not be taken as a definitive guide. A case in point is the European Employment and Industrial Relations Glossary: Italy edited by Tiziano Treu in 1991, which for instance translates the Italian term disabile (a disabled person) as “unfit for work”, seemingly ignoring that people with disabilities may well be able to work – obviously with some limitations. In another case, the rendering of the term handicappati (the disabled) has been handicapped persons. The derogative implications in both versions do not deserve further explanation.
anthropological perspective that “The real linguistic fact is not an isolated word, but an utterance with its context of situation” (Malinowski 1965: xiii). This notion is problematic, as it can express a variety of different meanings across cultures. Van Dijk (2009) rightly casts doubts on the adoption of a universally recognized definition of context, insisting that:

Most Western and East European languages have the same or similar concept of “context”, both in the sense of verbal context (co-text) and in the sense of situational context […] In Chinese there is no general notion of “context”, but the notion of verbal context is expressed as xiang xia wen (“the text above and below”). […] The notion expressed by jing (environment) may be combined with bei to form the expression beijing (“background”), or with huan to form the expression huanjing (surrounding environment) […] Japanese makes a distinction between verbal context (bunmyaku) and social context (shakaiteki youkyou: social situation). Sometimes bunmyaku is also used to denote social contexts. In more general terms ba no youkyou (“situation of the event”) may be used to refer to social contexts […] In (classical) Arabic the notion of maqaam was traditionally used by rhetoricians to evaluate the normative appropriateness of discourse […] Meanings might be said to dependent on text or verbal context (maqaal) or on social context (maqaam) […] Hungarian sometimes uses the technical (borrowed) word kontextus to refer to both verbal and social context, but the more general notion is környezet (social, physical environment) […] Concluding from this modest survey we see that most of them do not have a precise equivalent of the general notion of “context”. Van Dijk (2009: 162).

It follows that one of the matters to consider is the search for an agreed-upon notion of context serving the purpose of the present analysis, as the “social situation” in which Labour Law and Industrial Relations discourse takes place is essential for an understanding of the meaning of the words and concepts under examination. For the purposes of the present study, we might think of context as encompassing both the verbal and social environment. Not only is context useful to construct social realities,⁴ but it is fundamental to become aware of nuances of meanings of what appears to be the same word in different situations. “Scab” is obviously derogatory and it refers to “a person who refuses to strike or join a trade union or who takes place of a striking worker” (Oxford Dictionary, online version).

⁴ Not in the philosophical meaning intended by Searle (1995), but in the sense of to form an idea.
As reported by the Webbs, also in the past this term was used for workers who were willing to stand in for those on strike. In one case “Men knowing that their employer was under a time limit for the completion of a ship made a sudden demand for a rise” (Sidney and Beatrice Webb 1897: 207), making scabs appear similar to “what a traitor is to his country” (Sidney and Beatrice Webb 1897: 207). Today the term does not cover an action of this kind, that is the demand for a rise on the part of employees taking advantage of a shortage of labour – which was customary in the past.

This example is relevant to explain that the social setting also provides an indication of which term to select in terms of register. In English, there are four more terms to refer to the concept expressed by scab, i.e. “blackleg”, “knobstick” (archaic), “fink” (AmE, archaic), and “strikebreaker”. The first three are informal and colloquial, with a negative connotation, while strikebreaker (or strike-breaker) is usually used in more formal settings. When to use one in lieu of another is a matter of register.

Naturally, the adoption of the appropriate register is relevant also when comparing and translating into another language, where the same register should be maintained. As noted above, in English five words exist for the same concept: blackleg, fink, knobstick, scab and strikebreaker. In Spanish esquirol literally means strikebreaker, but it has taken on the pejorative meaning of “scab” over the years (Taylor 1975: 40). Rompehuelgas is, on the other hand, a calque from strikebreaker. In French, according to IATE – the Inter-Agency Terminology Exchange – a worker who goes to work in spite of a

5 Smith recalls that “the first recorded use of scab for a strikebreaker did not officially make its appearance in the United States until 1806, at a trial of striking boot and shoemakers: to behave as a scab or ‘blackleg’ was to step into the boots of the bootmakers” (Smith 2006: 98). In England, the first use of the term dates back to 1590 to refer to an awful person in the Colonies (Smith 2006: 98).

6 In this sense, “fink comes from a strikebreaker named Fink who killed his friend during a strike” (Brotherhood of Locomotive Firemen and Enginemen’s magazine 1958: 90). Further on the same notion “The highest ambitious of most finks is to become stool-pigeons, but more immediately the fink is concerned with what he can get out of a strike in addition to his wage stipend of $2.50 or $3.00 a day” (Harper’s magazine 1935: 721).

strike is colloquially known as *jeune*, or in more formal contexts, *briseur de grève*. Italian and German each have one term to refer to the same concept, respectively *crumiro* and *Streikbrecher*, with the latter that is as neutral as strikebreaker. The same occurs in Dutch: *Stakingsbreker* – a calque from strikebreaker – is also used, though it is not as widespread as *Werkwillige*, which clearly has a more positive connotation.

This is an important point to consider, for at least two reasons. First, a concept might be expressed in several ways and opting for one term instead of another is not simply a matter of personal preference. Some examples will clarify this claim. In Russian, there are two words to refer to the concept of “strike”, that are *zabastovka* and *stachka*. The former (which derives from the Italian *basta*, “that is enough!”) refers to a dispute for economic purposes, while the latter also has a political connotation. However, in order to refer to the strike which took place in the country at the beginning of 1921, commentators at the time resorted to the term *volynka*, which means go-slow. The ideological nature of this term is highlighted by Dan who states that “The Bolshevik press carefully tried, at first, to hush up the movement, then to hide its real size and character” (quoted in Aves 2003: 112).

In Labour Law, there are a number of instruments that allow employers to terminate the employment contract with workers, as in general they can be made redundant due to a shortage of work, or because of misconduct or unsatisfactory performance, or they may be asked to retire before the standard retirement age. In English – as well as in other languages – these concepts can be expressed in several ways: redundancy (or lay-off in American English), dismissal, discharge, and early retirement. However, at the time of informing the employee of the decision, Newmark points out that no word “has the same sickening effect” as the verb “sack” (Newmark 1991: 43).

The interdependence between words and things can be understood also when opting for a term rather than the other. The

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9 In this respect, Robert Emmett Doherty has clarified the use of the words “impact” and “effect” among the academics, with the former that is considered to be more
National Labor Relations Act – best known as the Wagner Act after the name of its sponsor, New York Senator Robert F. Wagner – is deemed to be one of the most important pieces of labour legislation in the United States, as it lays down a series of limitations on employers interfering with the free association of workers. Enacted in 1935, the Act states that a labour organization is one that “deals” with rather than “bargains” with employers. Such a seemingly trivial difference is actually of great importance, as pointed out by Kaufman and Taras, who maintain that “Had the Congress adopted the latter terminology, as proposed by the Secretary of Labour in 1935, it would have legitimized employer-supported organizations that did not engage in bargaining” (Kaufman and Taras 2000: 77).

4. The Language of Negotiation: A Brief Analysis

With regard to bargaining, the language adopted by union representatives in negotiating employment conditions and safeguarding workers’ rights is of particular interest. In this connection, a linguistic analysis of statements and press releases issued by unions reveals some fascinating differences in cultural terms, particularly if one considers multinationals operating at an international level with subsidiary companies overseas, thus involved in bargaining process that take place in different languages. For instance, in the case of FIAT – the Turin-based vehicle manufacturer

potent in terms of communication. Under the pen name of Peter Pedant, he brilliantly argues that “our contributions are of little consequence. They don’t change things much, not even the views of fellow social scientists. That could be because we have been using the more gentle effect in describing complicated relationships. Effect is too tame, too amiable a word to catch anybody’s attention. So we say ‘impact’ instead since it conjures up thoughts of force and penetration”. At http://ecommons.cornell.edu/handle/1813/18523 (Last accessed 12 December 2012).
that now owns a controlling share in Chrysler – such differences clearly emerge in documents in English issued by the United Auto Workers (UAW) – which represents workers mainly in North America – and in Italian by local trade unions. In general terms, it can be argued that terminology used in Italy is representative of a tendency towards conflict.

By way of example, the leader of one of the Italian trade union federations (CISL), Raffaele Bonanni, made use of the expression *jihad*\(^{10}\) to describe the radical stance adopted by the largest Italian Metalworkers’ Union (Fiom-CGIL), when they rejected some of the conditions laid down by FIAT/Chrysler CEO Sergio Marchionne in the new collective agreement.

In the same spirit, the leader of another Italian Metalworkers’ Union (FIM-CISL), Sergio Farina, hailed the FIAT agreement at Pomigliano, and in a statement issued in the days immediately after maintained that the transfer of production overseas would represent a “mortal blow”\(^{11}\) discouraging foreign companies from investing in Italy.

The language used by Fiom-CGIL is likewise colourful. Since December 23, 2011, FIAT workers at the plant of Mirafiori have no longer been covered by the national collective agreement, but by a special agreement signed by all the trade unions except Fiom-CGIL, which used the term *imbroglio* or “swindle”\(^{12}\) to describe the set of conditions laid down in the accord.

Fiom-CGIL unionists resorted to combative language also when they defined the new separate collective agreement\(^{13}\) offered by FIAT to female workers as *l’accordo della vergogna*, that is, “the agreement of shame”.

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\(^{10}\) Tonino Mastrobuoni (28 April 2009), Basta con il Jihad, la Cgil dialoghi. *Il Riformista*, at http://www.cisl.it/Sito.nsf?OpenDatabase&CNt=HOME;PT=PaginaCerca (Last accessed 20 December 2011).

\(^{11}\) At http://www.cisl.it/Sito.nsf?OpenDatabase&CNt=HOME;PT=PaginaCerca (Last accessed 12 November 2011).


\(^{13}\) Fiom-CGIL, *Cara donne, firmate per l’abrogazione del contratto vergogna del gruppo Fiat*, at http://www.fiom.cgil.it/ (Last accessed 21 December 2011).
The same can be said of Luigi Angeletti, the leader of the Italian Union of Italian Workers (UIL), who in January 2012, while consider whether to join a strike against FIAT, maintained that his union would see no objection to *iniziere la lotta*, that is, to start a fight.\(^\text{14}\)

A more conciliatory approach can be identified in the language used by the UAW and in the North American industrial relations discourse, more generally. At a textual level, there is usually no recourse to metaphor based on “war” or “death” to underline the gravity of the situation. Most statements are characterised by a more moderate tone.

However, of significance is the use of a rather opaque expression in Industrial Relations discourse, that is “whipsawing”. In the non-metaphorical meaning, the term refers to the work of lumberjacks who make use of a whipsaw, with a narrow blade and a handle at each end, typically used by two lumberjacks. Its metaphorical usage in financial terminology is also widespread, in order to indicate sudden changes in prices, first in one direction then in the other.

With regard to Industrial Relations, the term appears in a statement posted on the UAW website\(^\text{15}\) titled *UAW announces new global effort*, describing the attempt and the willingness on the part of delegates from Chrysler and FIAT to form a global network. In outlining the goals of the newly formed network, it was argued that:

> One of the most important goals of the Network is to defend human rights, workers’ right to organize and bargain collectively. Another goal of the Network formed under the auspices of the IMF is to prevent “whipsawing”, which occurs when a corporation tries to pit workers from one facility or country against workers from another facility or country.

The meaning of whipsawing as a management tactic seems to be clear. However, a different use of the term, relating to individual rather than

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collective bargaining, is to be found on the Walter Schulz’s blog. In describing the system of Labour Relations in Canada, in Vancouver more specifically, it is argued that whipsawing:

is a tactic of negotiating with one employer at a time, using each negotiating gain as a lever against the next employer, or bargaining with one employee organization and then using the gains made by that group as a lever against the same employer with another employee organization.

In relation to the first definition, then whipsawing might be considered to be a form of social dumping, in the sense of a race to the bottom. Clearly Labour Law and Industrial Relations terms and practices need to be considered in context, taking account of the fact that the rendering in other languages is not always feasible, often because the terms are culture-bound.

5. Translation Issues and Cultural Context

The foregoing considerations lead on to another significant issue in Labour Law and Industrial Relations discourse, that is the translation of concepts from a source culture to a target culture. There are a number of points to examine when attempting to convey the sense of a word in another language, some of which reflect differences in languages and legal settings.

In Croatian, the concept of “posted worker” is officially translated as radnik upućen na rad u inozemstvo, which literally

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17 In this sense, another culture-bound practice is “Boulwareism” – which was named after Lemuel Boulware, the former General Electric vice-president – consisting of “a single ‘first and final’ or ‘take it or leave it’ offer after the employer has conducted extensive research and surveys concerning competitive trends, economic conditions and employee preferences and after it has heard union demands and supporting presentations”. At http://vancouveronstrike.blogspot.com/2007/08/of-whipsaws-and-boulwares.html (Last accessed 21 December 2011).
means “worker sent abroad to work”, too general a rendering failing to convey the meaning of the English version “without further clarification” (Gotti and Williams 2010: 83). In other cases, translations convey more than the original text does, to the point of misrepresentation of the original, so that in Russian the “industrial relations act is referred to as Antiprofsojužniji zakon i.e. the anti-trade union act” (Newmark 1991: 157) somehow orienting the public mind and thus underlining the close relationship between language and society18 pointed out by van Dijk, as well as the connection between language and power stressed by Bourdieu (1991), among others.19 The starting point should thus be a conceptual and legal analysis, in order to investigate whether corresponding concepts exist in the target culture, which is not always the case.

To illustrate this point, the concept of “captive audience meetings” seems to be specific to legislation in the United States (and not in all the federal states). In Italy practices of this kind are unknown, while in some countries – e.g. Japan – it would be unlawful to convene “company commanded meetings in which the employee would be made subject to company communication on religious or political matters, including labor organizational activity” (Finkin 2010: 1).

In a similar vein, the notion of “bread and butter unionism” – introduced by Samuel Gompers, a key figure in US labour unions in the 1920s – that American unions should reflect the aspirations of their members and thus focus on practical issues, i.e. wages and working conditions, can be fully appreciated only when considered in context. The superficial meaning is apparent, but it cannot be isolated from the original setting and when transferred to other social settings

In this connection, Hyman has focused on the relationship between languages and institutions, exploring the language adopted by the European Trade Union Confederation (ETUC). The terminology used at the institutional level, defined by the author as “Eurospeak”, has become so complex that it tends to distance professional Europeans from those that they seek to represent, making “the interaction between discourse, ideology, and practice” (Hyman forthcoming) more difficult to conceive. See Hyman, Richard 2012. Trade Unions, Lisbon and Europe 2020: from Dream to Nightmare. The International Journal of Comparative Labour Law and Industrial Relations 1/2012 (Forthcoming).

it might lose its discursive power, as “Of course, unions in other countries have also sought ‘bread and butter’, but the American unions have focused more closely upon this outcome than have most others” (Bamber and Lansbury 1987: 64).

Equally culture-bound is the concept of the “iron rice bowl”, an idiomatic expression referring to positions in China with high levels of job security. More specifically, in Chinese terminology, the iron rice bowl refers to “an occupation with guaranteed job security, as well as steady income, such as government employees, military personnel, and state owned enterprises. Compared to the Iron Rice Bowl, insecure jobs are referred to as Porcelain Rice Bowl (Brown and Brown 2006: 158). The English translation does not necessarily convey an important aspect of this concept, that is the loyalty to the government on the part of workers, upholding what Thomas Kuhn (1976) has defined as the incommensurability of theories – and therefore of ideas, notions, and concepts – in the sense that “languages of semantically variant theories fail to be fully inter-translatable, and that the content of such theories cannot be directly compared” (quoted in Sankey 1991: 1).

Translation textbooks highlight the need to pay attention to faux amis. Syndicat in French is not the same as saying sindacato (trade union) in Italian or syndicate in English. In recalling a conversation with a French trade union official, Jacobs recounts that: “It took me quite some time to work out that what he understood by syndicat was what I understood by the term union branch; what I called a union he called a fédération; while the CFDT itself (Confédération française démocratique du travail – French Democratic Confederation of Labour) was to him a confédération” (1973: 30).

In some other cases, words that appear to be the same actually express distinctive meanings, so the difference is one of concept. “Standard employment” in the Western countries is intended to be a full-time open-ended employment contract with social insurance benefits. This is still the prevailing idea of standard. However, “when ‘non-standard’ employment is contrasted with ‘standard’ employment in China, the latter is understood to be the fixed-term contract or even the project-based contract” (Xu 2008: 439), and accordingly “Standard employment in the Chinese context today thus refers clearly to what would be described in the West as a form of precarious
employment” (Xu 2008: 439), with the majority of workers being hired on a temporary basis.

In the same vein, “picketing” in Russian Labour Law refers to a small demonstration, as the only practice regarded as effective in terms of impact on the employer’s interests is the strike. This explains the analysis of Lyutov (2009: 160) who has investigated the Laval and Viking cases and the forms of industrial action available to Russian workers to put pressure on the employer:

The word ‘picketing’ used in these laws is far from having the same meaning as it is common for the Western industrial relations practice. It does not mean that a trade union or the employees may organize the blockade similar to the one that happened in the Laval case […]. It is out of question that the participants of picketing or any other action envisaged by law could forcefully interfere or block the business activity of the employer. Any attempt to interrupt the operations of the employer by any action except for a strike is illegal and employer does not need to apply to court – it would be sufficient to call the police to restore public order.

Pursuant to this definition, Russian picketers have far less chance to succeed and to make themselves heard than their European counterparts, for this form of industrial action will not have the same impact as elsewhere.

The same holds true for many terms the meaning of which is often taken for granted or which appear to be similar. It might seem that the set of practices falling within the notion of Labour Law is the same everywhere. However, in Europe, it usually covers individual and collective labour law, while in the US it mainly refers to collective labour relations. Weiss underlines that this “terminological and at the same time conceptual difference shows how much labour law is embedded in the cultural, legal, and political traditions of respective countries” (Weiss 2011: 43).

Equally problematic is the adoption of a universally accepted definition of Employment Law, with these two domains (Labour and Employment Law) that can encompass distinct modes of regulation at a national level. For instance, in Europe and in many other countries the notion of Labour Law is generally used “more expansively” (Storey 3: 2009) – that is to include both Labour and Employment Law – whereas “When US lawyers use the term ‘labor law’, they
usually are referring to organized labor, unions, and collective bargaining. When they use the term ‘employment law’ they usually mean individual employment rights laws” (Blanpain 2007: 93). The author goes on to point out that this dichotomy has been the result of the historical division between the period of collective bargaining and individual employment rights laws that “does not exist in much of the rest of the world” (2007: 93), being mainly distinctive elements of Anglo-Saxon economies.

Conversely, a tendency to use Labour Relations (or Labor Relations) in lieu of Industrial Relations is now well-established. As Hyman (2007) has pointed out, the latter is somehow misleading, a misnomer, as the discipline today examines employment relations in all sectors. Thus, “Labour Relations” seems more appropriate to identify the field, and it is closer to the concept of “labor problem” regarded by Kaufman as the precursor of this subject.

Another word characterized by the co-existence of several possible meanings is “reform”. In Labour Law and Industrial Relations discourse, the term might encompass both the repeal of regulations – what it is meant by deregulation – or the adoption of a set of new rules, that is re-regulation. Such a conceptual issue is clarified by Blanpain and Weiss: in their comparative analysis of measures and initiatives laid down by national governments to keep up with ongoing changes in labour markets resulting from technological innovation, they focus on this difference and maintain that “the nature of reform in different countries is not necessarily simple ‘deregulation’ in the exact sense but actually in most cases something to be called ‘re-regulation’ in a sense that some part of present regulations should be abolished but some new regulations

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20 Sargeant (personal communication) maintains that in the UK “traditionally labour law has been about the study of collective relationships, i.e. trade unions and industrial relations; whilst employment law has been about the individual employment relationship, like recruitment and termination of employment”.

21 There is an historical reason for using the wording ‘Industrial Relations’ rather than ‘Labour Relations’, as the first academic programme was founded in 1920 in the Economics Department at the University of Wisconsin and run by John R. Commons with the label ‘Industrial Relations’.

should be introduced. The term of ‘reform’ might be more appropriate but reform always includes deregulation at least partly” (Blanpain and Weiss 2003: 174).

In this spirit, reform falls within the definition of ‘concept words’ proposed by Newmark (1991), that is terms having a wide range of meaning depending on the period and cultural community, and therefore easily misinterpreted. Concept words such as “corporatism” and “syndicalism”, as the author explains, might be constructed in a negative, neutral or positive sense, depending on the social situation and historical background. Arguably, they should be carefully examined. In Industrial Relations discourse this is certainly the case of the notion of “Industrial Democracy”, first coined in the 1880s, that has taken on a number of connotations over the years, often the result of different analytical perspectives (Kaufman: 2004).

6. English as a Lingua Franca

In the context of this paper, it seems worth briefly examining the problematic role of the English language in academic writing and international research, as underlined by Barbier (2005) and Steiner (1992), among others, as it can give rise to a number of issues in terms of understanding. In this sense, Mauranen (2005: 269) maintains that:

Some regard any deviation from Standard English as a problem and the consequently ‘falling standards’ as a cause for regret, while others harbour hostility towards English wholesale, regarding it as a threat to other languages.

The extensive reliance on English in the international literature has been examined also by Biagi in relation to the different forms of employee representation. He has clearly illustrated the consequences arising from the use of a standard language, as “the universal use of English is not always matched by a similarity of structures and functions” (2003:192). In Biagi’s terms, a complex reality is often oversimplified and characterized by high levels of abstraction. To
illustrate this point, he makes reference to the fact that the rendering in English of German Betriebsrat (consisting of management and workers’ representatives) and Italian Consiglio di fabbrica (a committee of trade union representatives) as “works council” is highly misleading, because they perform different functions in terms of employee representation.

Another significant feature of international English is that it is used by non-native English speakers and it often results in a sort of continuum, ranging from the international English to British English (Todd and Hancock: 1986), but it might also sound unfamiliar to native speakers as it fails to comply with what John Sinclair has defined as the “idiom principle”. According to Sinclair, “The principle of idiom is that a language user has available to him or her a large number of semi-preconstructed phrases” (1991: 110). In corpus linguistics as advocated by Sinclair, language is regarded as a combination of specific words forming semi-preconstructed phrases (chunks), meaning that words do not occur at random in a text, and that native speakers have the ability to use them in a way that goes beyond compliance with grammar rules.

In this connection, an example of a term used in English as a Lingua Franca, not necessarily familiar to native speakers and perhaps not in compliance with the idiom principle, is “own-account workers”. The Organization for Economic Co-operation and Development (OECD) explains that own-account workers:

> are those workers who, working on their own account or with one or more partners, hold the type of job defined as a self-employed job, and have not engaged on a continuous basis any employees to work for them during the reference period.\(^{23}\)

This definition seems, however, not far from that of more widely used “self-employed workers”, in spite of differences between national legal systems, and results in a sort of “redundant” – to some extent unnecessary – neologism. In some other cases, English words are coined to refer to the same concept but from a different perspective. This partly explains the difference between “precarious employment”,

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a notion which is more widespread in labour studies, and “precariat”, a neologism introduced in the 1980s and used in sociology to refer to workers in temporary employment with little or no protection. A blend of the concepts of “precarious” and “proletariat”, the term was used by Guy Standing, a professor of economics at the University of Bath, who in his book *The Precariat: the New Dangerous Class* defines this group as “a growing number of people across the world living and working precariously, usually in a series of short-term jobs, without recourse to stable occupational identities, stable social protection or protective regulations relevant to them” (Standing 11: 2011).

Still with regard to English as a Lingua Franca, which reflects “a globalising culture, a heterogeneous mixture of cultures and cultural encounters” (Mauranen 2005: 270) mention should be made of the recourse to “unwarranted dismissal” in lieu of “unfair dismissal”, the expression that is normally used in “English English” – to use Hyman’s words, as contrasted with European English – and more importantly, in official sources. In some cases, the tendency to move away from established expressions in Labour Law and Industrial Relations discourse can be explained with reference to national legal systems. For example, the difference between “termination of the employment relationship” and “dissolution of the employment relationship” might not be fully understood in the English legal system – or it would not be labelled this way – whereas this difference is recognized in other countries, as these terms often refer to distinct concepts in the national legal systems. For instance, as explained by Frankowsky and Bodnar (2005: 282), in Polish Labour Law:

> The employment relationship might be terminated by expiration or dissolution. Expiration takes place by the operation of law or due to occurrences other than legal actions [...] In contrast, dissolution results from legal actions undertaken by one or both of the parties to the employment relationship.

It is sometimes the case that different words in English encompass the same meaning, so that what is known as a “labour contractor” in the
UK seems to correspond to what is known as a “labour broker”\textsuperscript{24} in South Africa.\textsuperscript{25} They both perform the task of supplying workers to companies on a temporary basis, yet different labels are used.

Another example is the difference in the terminology adopted in the UK and the US to refer to similar theories and principles in discrimination law, that has led Blanpain et al. (2007: 371) to speak of “rough equivalents” (Table 1):

<table>
<thead>
<tr>
<th>UK</th>
<th>US</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Discrimination</td>
<td>Disparate Treatment</td>
</tr>
<tr>
<td>Indirect Discrimination</td>
<td>Disparate Impact</td>
</tr>
<tr>
<td>Victimisation</td>
<td>Retaliation</td>
</tr>
<tr>
<td>Positive Discrimination</td>
<td>Reverse Discrimination</td>
</tr>
<tr>
<td>Genuine occupational qualification</td>
<td>Bona fide occupational qualification</td>
</tr>
<tr>
<td>Justification</td>
<td>Business necessity and job relatedness</td>
</tr>
</tbody>
</table>

Table 1 – Examples of rough equivalents in the UK and the US


In a similar vein, “outwork” used in Australian legislation broadly corresponds to “homework” or “waged homework” in the English and the US legal systems.\textsuperscript{26} Although in different terms, this issue was

\textsuperscript{24} As mentioned above, societal factors affect both Labour Law and Industrial Relations practices, and changes at both national and international level are reflected in the terminology used. An example in this connection is the 1995 version of South Africa Labor Relations Act (LRA), that replaced ‘labour broker’ with ‘temporary employment services’, to indicate ‘any person who, for reward, procures for or provides to a client other persons: (a) who render services to, or perform work for, the client; and (b) who are remunerated by the temporary employment service.’ (Chapter IV, Section 198).

\textsuperscript{25} More specifically, labour contractor is used “to cover a wide range of largely informal arrangements for the third-party provision of workers. The actual term used varies by country. For example, the UK uses ‘gangmaster’ or ‘labour provider’, South Africa uses labour broker” (Barrientos 2011, 5). However, in the UK the term ‘gangmaster’ is normally used in connection with unauthorized, illicit and exploitative forms of labour intermediation, like caporalato in Italian, that is carried out by a caporale. The term ‘labour provider’ does not appear to express the same meaning.

\textsuperscript{26} On this point, “Bythell recognizes outwork is not always done on domestic premises. Still he uses the term ‘outwork’ when he refers specifically to domestic
addressed by the Webbs (1897). In outlining the resistance on the part of trade unions to make use of this employment arrangement, they broadly defined homework as “work being given out by the employer” (1897: 539). Subsequently, however, they specified in a footnote the slight nuance of meaning, maintaining that while “the term ‘homework’ is sometimes used to designate only work taken home by factory workers after the expiration of their factory days” (1897: 539), the outworker “may not work in his own home, but on a ‘wheel’ or ‘trough’ rented in a ‘tenement factory’, or in a co-operative workshop rented by a group of workmen or by the Trade Union itself” (1897: 539).

The reverse, however, might also be true, as in some cases the same terms can take on different connotations or may be defined in a complete different way, even in the same language. Drawing on Bisom-Rapp’s findings, there are at least two separate definitions of “contingent employment” in the US. The Bureau of Labour Statistics (BLS) states that contingent workers are “persons who do not expect their jobs to last or who reported that their jobs are temporary”, therefore focusing on the individual attitude towards this employment arrangement. A more general definition, instead, is provided by the US Government Accountability Office (GAO), according to which contingent work “can be defined in many ways to refer to a variety of nonstandard work arrangements”. The lack of a universally-recognized definition has been widely discussed by Polivka and Nardone (1989), among others. In their work, On the Definition of “Contingent Work”, they address the issue arguing for an established definition as a means to estimate the real scope of this type of employment contract in the labour market. Taking as a starting point outwork” (1994 :172). In Dangler Faricellia, Jamie 1994. Hidden in the home: the role of waged homework in the modern world-economy. Albany: State University of New York Press.


the first usage of “contingent employment arrangements”, coined by Audrey Freeman in 1985, which was used to connote a certain level of conditionality, they consider the main criteria for describing this type of employment contract, which might give rise to misinterpretations and misclassifications. For instance, it is usually said that one of the characteristics of contingent work is the lack of attachment between the two parties, which of course is not always the case and would, for example, include self-employed workers, who clearly do not have a salaried employment contract with the company. The authors go on to take account of a number of variables that need to be considered in order to distinguish contingent work from other working arrangements (e.g. job security, access to benefits, variability in hours) and to make contingent work “measurable”.

On the same issue, a variety of terms are used in different regions of the world to express the same concept: mass dismissals are known as lay-offs in the United States, as redundancy in the UK, and as retrenchment in Australia, New Zealand, Singapore, India and South Africa. Even within “the same language”, regional variations mean that there is a lack of one-to-one correspondence between labour market institutions and the terms used to describe them: in other words, there is a lack of biunivocity.

7. Translation Resources

At this point, mention should be made of some of the online resources that have been devised by the most authoritative international institutions to allow Labour Law and Industrial Relations practitioners to “speak the same language”. Either monolingual or multilingual, they are regarded as important tools to help experts in the fields understand each other, particularly at the time of drafting documents intended for an international audience. One of the best known instruments is the European Industrial Relations Dictionary created by the European Foundation for the Improvement of Living and
Working Conditions (Eurofound), which comprises more than 300 entries and provides definitions, further references to relevant documentation, case law and EU legislation. Regularly updated, the dictionary includes terms adopted in several domains, such as health and safety, working conditions, discrimination, providing clear explanations of common terminology, and drawing on national industrial relations glossaries that have been printed in the 1990s.

The International Labor Organization (ILO) has also constructed a Glossary of Labour Law and Industrial Relations (with special reference to the European Union). The glossary – edited by Gianni Arrigo and Giuseppe Casale in 2005 – is available online free of charge and includes a significant number of terms, for which a suitable explanation is provided. Also in this case, the aim is to offer a comprehensive list of most commonly used terminology in both fields drawing from specialized textbooks and considering several domains such as child labour, equal opportunities, termination of employment, and international labour standards.

With regard to translation issues, the Inter-Agency Terminology Exchange – IATE – is of particular use, covering all fields of official discourse, not only labour law terminology. First established in 1999 and later extended to include the languages of the new Member States, this EU inter-institutional terminology database helps disseminate EU-specific terminology and makes it possible to retrieve translation equivalents for technical terms in the official EU languages. However, the rendering of some words is problematic, particularly because the database draws on documentation from different domains, and because multiple solutions are provided so the user has to opt for the most suitable one. Table No. 2 provides some examples in this connection:

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32 At the time of drafting the glossary Gianni Arrigo was Professor of Labour Law, University of Bari, Italy. Giuseppe Casale was Deputy Director, Social Dialogue, Labour Law and Labour Administration Department, ILO.
Table No. 2 – Examples of translation equivalents provided by IATE

<table>
<thead>
<tr>
<th>Italian entry</th>
<th>Most widely accepted translation(^{34})</th>
<th>Translation provided by IATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavori usuranti</td>
<td>Physically-demanding jobs/physically-demanding occupations</td>
<td>Hard Work</td>
</tr>
<tr>
<td>Lavoro Subordinato</td>
<td>Salaried Employment</td>
<td>Gainful Employment</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Salaried practice</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Remunerated Employment</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Paid Employment</td>
</tr>
<tr>
<td>Formazione Professionale</td>
<td>Vocational Training</td>
<td>pre-vocational training</td>
</tr>
<tr>
<td></td>
<td></td>
<td>vocational preparation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>apprenticeship training</td>
</tr>
<tr>
<td></td>
<td></td>
<td>professional training</td>
</tr>
<tr>
<td></td>
<td></td>
<td>vocational training</td>
</tr>
<tr>
<td>Formazione Continua</td>
<td>Lifelong Learning</td>
<td>Continuing education</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Continuing training</td>
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<tr>
<td></td>
<td></td>
<td>Further training</td>
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<td></td>
<td></td>
<td>In-service training</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Recurrent education</td>
</tr>
<tr>
<td>Assegno di Invalidità</td>
<td>Disability Allowance</td>
<td>Disability allowance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Handicapped allowance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Invalidity allowance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Incapacity benefit</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Invalidity benefit</td>
</tr>
<tr>
<td>Cassa Integrazione Guadagni</td>
<td>Wage Guarantee Fund OR Income Support Measures</td>
<td>Earnings supplement fund</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Short-time allowance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Short-time money</td>
</tr>
</tbody>
</table>

Source: Inter-Agency Terminology Exchange (Last accessed 23 November 2011)

In some case the translation is so misleading as to be wrong – e.g. handicapped benefit – while in some other instances the rendering in English is too generic – e.g. hard work and gainful employment. Finally, some of the translated versions would be meaningless in English-speaking countries, as they appear to be terms derived from English as a Lingua Franca as mentioned above.

\(^{34}\) “Most widely accepted translation” means that these terms are those used in official sources – e.g. documents from the ILO, the World Bank, and so on – and/or in specialized discourse.
Accordingly, the translation equivalents provided by IATE should be taken *cum grano salis* (with a pinch of salt), and a critical stance should be adopted before choosing which terms to use, in order to avoid oversimplifications and ambiguities.

8. Concluding Remarks

In an awareness that this investigation is far from exhaustive, the aim has been to provide some examples of the complex relationship between languages and concepts in the field of Labour Law and Industrial Relations, in order to put forward a modest proposal for a new strand of research, the Linguistics of Labour Law and Industrial Relations (LLLIRs).

A series of arguments have been put forward in support of this claim. Language codifies changes stemming from historical, cultural and economic developments, which need to be taken into account in order to better understand – particularly when comparing and contrasting – dynamics pertaining to the two research domains under investigation. By providing a number of instances from several labour law and industrial relations systems, it has been argued that, for several reasons, traditional disciplines such as Legal Linguistics, Comparative Legal Studies and Translation Studies tend not to address this relationship in an in-depth manner, often dealing with it *en passant* rather than as a research topic of interest in its own right.

An examination from a linguistic and conceptual standpoint is therefore advisable, enabling the comparative scholar to become familiar with the core of notions currently in use. As noted above, this is essential when carrying out cross-border or cross-cultural analysis. In some cases, a comparison is clearly impracticable, due to the absence of the corresponding practice, process or concept in the target culture, while in some other cases there is only partial equivalence between seemingly identical institutions. A further important point is the role of English as a Lingua Franca at an international level, the use of which may give rise to misinterpretations and ambiguities.
The modest proposal put forward here is that further research in the Linguistics of Labour Law and Industrial Relations (LLLIRs) should be made to help clarify the foregoing issues, for the purposes of facilitating comparison and the understanding of cross-national variations in the domains in question.

References


