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Disentangling the Meaning and Verb Collocates of Terms through Unabridged Statutory Context with implications for teaching: *Employer, Hirer* and *Temporary Work Agency* in UK Employment Legislation

Abstract

The paper addresses the issue of pinpointing the meaning of legal collocations of the terms: *employer, hirer* and *temporary work agency*, and through them the meaning of the legal terms in real legislative documents. This genre-specific corpus study sheds some light on how real legal acts can be used in the course of legal language learning to familiarise students with verbal collocations specific to employment law. The findings suggest that verb collocates disclose the system-bound meaning of terms and mirror the place of terms in the terminological system. Comparing legal definitions with information revealed through a purposeful analysis of verbal collocations in statutory contexts proves that the latter may show additional information about the concepts represented by terms. Although unabridged legal texts can be an insufficient source of specialist collocations for specialist language learners, if appropriately easified (Bhatia 1983), they may become a valuable learning material.

Keywords: verbal collocation, corpus, employment law, legal genre, legal language teaching, LSP, multiword item

Introduction

Legal language is a tool for communication in the legal milieu. It is used purposefully in a specific context by legal professionals or those who are not experts in law but need to be able to dialogue in legal contexts, for instance translators, office workers, or entrepreneurs. All these groups need to be able to understand, process and use unabridged legal texts of various legal genres. Regardless of the area of law, one type of writing is inevitable: legal statutes. Legislation represents a legal genre where terminology and

phraseology play an important role. As in any language for special purposes, the higher the familiarity with terminology and phraseology, the better the learners' communicative skills and reading comprehension.

There have been a number of studies on specialised collocations in legal language, and teaching and learning specialised collocations, including corpus studies, but the area remains under-researched. A number of scholars analyse collocations in different legal genres often relying on corpus tools (Heid 2001, Klabal 2019, Michta and Mroczńska 2022, Leńko-Szymańska and Biel 2023), and the results of such reviews focus on assisting translation training and preparing teaching material and reference sources, like a dictionary. Researchers acknowledge that legislation has a special place in the array of different legal genres as it is the source of what is binding in law (Biel 2018, Klabal 2019). Constituting part of terminological phraseology, specialised collocations in legal communication (Tryuk 2000, Wronka 2021) and other contexts (Boers 2020, Conklin 2020, Pellicer-Sánchez 2020) are also subjects of theoretical, literature and research reviews. Multiword items are studied from different angles not only in general language learning, where the focus is, among others, on collocation knowledge assessment (Heid 2001, Lee and Shin 2021, and Ding et al. 2024), rote learning in collocations acquisition (Zhang and Reynolds 2023), or repetition in collocation learning (Peters 2014, Öksüz et al. 2024), but also in legal language learning where the centre of attention is collocations in translation training (Al-Jarf 2022), collocations learning through unabridged legal texts (Bhatia 1983), and collocations as part of coursebooks (Mroczńska 2023).

The study attempts to list the collocates of three legal terms: *employer*, *hirer*, and *temporary work agency*, found in the corpus of UK employment law statutes, and show how the meaning of these terms is revealed in the way they interact with verbs in the contexts provided in the statutes. Following the route paved by Bhatia (1983), in which the process of learning a legal language should largely rely on unabridged texts, this study attempts to reveal the potential of using real legal acts in the course of legal language teaching. This paper addresses the issue of using contextualised verb collocations for learning and consolidating familiarity with such multiword items and the constituent legal terms. Considering the fact that the linguistic aspects of employment law form an understudied part of legal language, and that this area of law is of interest to legal language teachers (5% subject specialists and 12% language specialists teaching legal English (Sierocka 2017: 8)), this paper may bring a valuable contribution to the literature on employment legal language learning and teaching.

1. Legal Language and Legal Terms

“What is routinely referred to as ‘legal language’, represents an extremely complex type of discourse embedded in the highly varied institutional space of different legal systems and cultures,” as argued by Goźdz-Roszkowski (2012: 1). Legal language is among the most complex and multi-layered languages for special purposes (LSPs). It differs, among others, in terms of the legal system it is used in, and within that legal system in terms of the area of law, legal genre, vocabulary and users.

A legal system of a given country forms a whole, a whole of interrelated legal concepts (which Biel (2014: 41) refers to as concept systems) that is described with a legal language. Legal languages are based on national languages. Yet, if two different legal systems resource from the same national language, the legal languages of those legal systems are not the same. There are also subsystems of a given national legal

language that represent various areas of law, like civil, tax, employment, etc., within each legal system. These subsystems of legal language are not uniform and what mainly sets them apart is terminology and phraseology.

Wróblewski (1948) and Trosborg (1995: 31) propose a division of legal language into the language of law (the language of legislation and contracts, in Polish *język prawny*) and the language about law, which is the language used by lawyers discussing law (in Polish *język prawniczy*). Other scholars differentiate between a number of legal genres, pointing at linguistic discrepancies between them. For example, Bhatia (2006) recognises two legal genres corresponding to the division of language proposed above: the primary legal genre (the legislation) and secondary legal genre (the reproduction of legislation). Analogically, Klabal (2019: 167) discriminates between higher-order genre and lower-order genre, respectively. De Groot (1996: 378) takes into account the differences triggered by adjusting legal vocabulary to language users the texts are addressed to and/or drafted by: (i) the lexis used by legislators in legal acts, (ii) that used by lawyers in commentaries on the legal system, and (iii) that in texts for the general public regarding a given legal system. There are also other ways of categorising legal language, for instance the place it is used in (Maley 1994: 16) and the level of formality required (Danet 1980: 371).

The same as other LSPs, legal language would not function without the stability ensured by the use of terms. Lukszyn (2001: 9–14) explains what a term is in a single sentence: a word or a word combination that represents a specific concept in a specific terminological system. Terms are noted for their specialisation, conventionality, system-based meaning, accuracy, explicitness, and neutrality (Kornacka 2005: 131). Biel (2014: 39–41) stresses that legal terms should share all functional properties of a term, including transparency, conciseness, consistency, appropriateness, and derivability. Apart from that she also adds that terms are units of legal knowledge that form concept systems. In other words “concepts form complex interrelated networks and interrelations are part of their meaning” (Biel 2014: 41). As a consequence, the meaning of legal terms originates from a particular legal system (Northcott 2009: 170–172). The system-bound meaning of terms is also visible in the way terms are defined through a reference to other legal terms (Michta and Mroczyńska 2023: 239, Rzepkowska 2024: 123–124).

The specialisation of legal terms is revealed in their use by specific users in specific situations and in reference to specific objects. The objects are usually concepts that are conventionally formed in a purposeful process by legislators. Legal terms may take the form of words that are used on daily basis in general language, but what makes them terms is that they adopt specific meanings in legal texts (Jopek Bosiacka 2011: 11, Klabal 2016, see also Zaikina 2023: 223). For example the terms *employer* and *hirer*, which in general English can be synonyms, in the context of employment law are no longer such. Also, in general Polish *doła* means a day, from midnight to midnight; yet, in Polish employment law it has a slightly different time reference, that is, a 24-hour period which does not need to start at midnight at all (Rzepkowska 2021: 38–41). This in turn reveals how the terms are system-bound as outside the legal system, and in this particular case outside the Polish employment law system, the term *doła* may have a different meaning. Klabal presents a similar example of misleading time expressions but in Czech terminology. He proves that *doła* and *lhůta*¹ have very specific meaning in legal language and are not consistently used in Czech law. This makes the understanding and interpreting of these seemingly simple

1 *Doba* is a period of time upon the expiry of which a right or obligation extinguishes without requiring a specific expression of will to produce such a legal effect. *Lhůta* is a period of time set to exercise a right with respect to the other party, before the court or a competent authority (Klabal 2016: 51).

terms particularly challenging (Klabal 2016), and proves another feature of terms, namely that they are accurate and explicit. In the legal context the accuracy and explicitness can be limited to a single act or may embrace the whole branch of law if the legislator decides so. And last but not least, the neutrality of legal terms ensures that they carry no emotive or stylistic features.

2. Legal English Teaching

Legal English is an area of interest of learners with different legal expertise, including among others trainee language teachers, translators and interpreters, students of law, office workers and experienced lawyers (based on Northcott 2009, Mroczyńska and Michta 2023). A study on the process of foreign language learning (including legal English) by Sierocka suggests that students need legal English to improve their skills and qualifications, for work and their studies alike (Sierocka 2017: 13). On the other hand, legal English teachers do not form a uniform group in terms of familiarity with law. They may be subject specialists or language specialists (Sierocka 2017). It sometimes happens that they are both.

Courses on English for special purposes, legal English in particular, focus on teaching language in context, rather than on grammar and language structures. Therefore, they should combine language and the knowledge of the subject (Al-Jarf 2022: 4). It is essential to expose students to real-life texts of different genres that would present the legal way of phrasing ideas (Northcott and Brown 2006, Northcott 2013a, Al-Jarf 2022). However, teaching material provided in coursebooks is adjusted to learners' needs and capabilities, including the level of English, and thus may lack such content. In reference to teaching legal English, Bhatia aptly points that “[s]implification may [...] have a negative effect not only on learning to read genuine legal texts, but also on the development of efficient reading strategies in the learner.” (Bhatia 1983: 44) What he proposes as an alternative is easification, a technique of making the text more accessible to the learner by using “easification devices” as Bhatia calls them. The devices depend on the purpose of reading and the nature of the text, but the point is to make the learner work independently to get the required information from the text. Such an easified material can constitute an element of a legal English course, being demanding on the one hand and enlightening on the other. Al-Jarf (2022: 8) also notices that legal documents can be used in language learning, starting from the short and easy and proceeding with the more complex ones that can be approached by students through decomposing complex syntax. While at the beginning of foreign legal language learning simplification is required to ensure the understanding of the topic, the authenticity of the texts is crucial for advancing. This can be supported with corpus based resources, which may provide authentic materials that can easily serve as a source of extracts with examples of use of certain terms or word combinations (Northcott 2013b).

3. Specialised Collocations

Knowing a word involves its various aspects, each of which can be either receptive or productive: form (spoken, written and word parts), meaning (form and meaning, concept and referents, associations) and use (grammatical functions, collocations and constraints on use) (Nation 2013, Nation 2020: 16). In this light, collocations come under the knowledge of how to use a word, including what words typically occur

with it (Nation 2013:82), and are followed by the knowledge of the constraints on use. There is no single definition of a collocation that all scholars would apply. This paper adopts the definition of a collocation by Hartmann and James who believe it is “the semantic compatibility of grammatically adjacent words” (1998: 22–23), where the patterns of cooccurrence of words such as adjective-noun, noun-verb or verb-preposition play a major role. Collocations are seen as multiword items that are in opposition to idioms, which are much more fixed, and free word combinations, which are much less fixed (Cruse 1986: 40, Burkhanov 1998: 39, Cowie 1998: 30, Hartmann and James 1998: 22–23). Collocations are different in terms of size (the number of words), type (function word + content word, or content word + content word), the location in a sentence (whether they appear next to one another or are separated by other words) and the range of collocates of a given node (Nation 2013: 82).

This type of multiword items is the central part of LSP. In the specialist context they are referred to as a specialised collocation, or terminological phraseology, which Tryuk explains as “a combination of lexemes which is neither totally fixed nor completely free (e.g. of the type: N+Adj, N+V, V+N), with the term as its stable core” (Tryuk 2000: 109). She believes that special phraseology, together with terminology, is what distinguishes all specialized texts. Both mark texts by means of a specific frequency of usage, concentration, and usage unique to a given discipline (Tryuk 2000: 106–107).

There are two main approaches to identifying collocations, frequency-based and phraseological. The former uses corpus analytics to calculate the strength of a collocation. It assesses the probability of occurrence and association measure of a collocation by taking into account such corpus data as: the number of tokens in the corpus, the frequency of the node and the collocate separately, the frequency of the whole collocation (the node + the collocate) in the corpus, and the collocation window size (Brezina 2018: 70). The phraseological approach, presented by Tryuk above, perceives a collocation as a combination of lexemes occurring in certain grammatical constructs. Such multiword items are transparent in meaning and lexically variable to a certain extent (Cowie 1994: 115–116, Sinclair 2005). The two relatively opposing attitudes complement one another and some scholars believe that they bring best results when working side by side (Michta and Mroczynska 2022: 14, Ding *et al.* 2023: 2).

Biel (2014: 36) lists various types of word patterns found in legislation and other legal texts. Among them she mentions a term-embedding collocation, which is a special type of legal collocations where, usually, a noun collocates with a verb. Such word combinations as if activate the terms and let them be an element of relations in a text. The same as terms, they are system-bound. Therefore, they are not very prone to variation or synonymy, feature restricted substitutability of constituent elements, may specify the meaning of the term-collocate in case of synonymy, and may have colloquial equivalents. Moreover, collocations synonymous in general language are not necessarily synonymous in legal language (Biel 2014: 47–48). Wronka (2021: 361) points out two types of semantic relations between the constituents of a collocation and, based on that, distinguishes conceptual collocations in which the meaning of the collocate is a derivative of the meaning of the node, e.g. a verb-noun collocations such as *to pay an employee², employee works*, and lexical collocations (in Polish *kolokacje leksykalne*) in which the collocate does not provide any additional meaning to the node, e.g. *to do work*, or *to provide instruction*, which can be shortened to a single verb: *to work* and *to instruct*, respectively. Worth noting is the fact that the collocational range that is typical of a given node may differ in the area of LSP (Corpas Pastor 1996: 68–70, Montoro del Arco 2011: 137 as cited in Wronka 2021: 362).

2 In this section, examples relating to employment come from the UK employment law corpus under analysis.

4. Teaching Legal Collocations

The familiarity with what words can occur with other words is a key to mastering a foreign language (Nation 2013: 497–506). Therefore, specialised collocations are in the interest of a specific group of learners: foreign language learners focused on acquiring an LSP. They are rarely beginners in the foreign language and want to be able to communicate using it in a given walk of life. Thus, it is not only words and terms they need to know, but also broadly-meant formulaic language. Wronka (2021) attempts to explain the role legal phraseology plays in legal communication, which is the core of interest in legal language teaching (Sierocka 2017). These few points he presents seem to refer to legal collocations, part of legal phraseology:

- legal collocations make interaction between terms possible in a text;
- as terms are part of legal collocations, legal collocations are also carriers of meaning;
- fixed phrases imply fixed meaning and this way contribute to unambiguity of the text;
- the frequent use of legal collocations makes the text idiomatic and thus reduces the cognitive effort needed to process the information by the recipient;
- the use of legal collocations reveals the professional nature of the text (based on Wronka 2021: 364–365).

Boers (2020) reviews a number of studies to present the conditions of acquiring multiword items³ with and without instructional intervention. In the realm of incidental learning⁴ he highlights:

- the effect of the role of frequency of encounters with a given multiword item on the learning process,
- syntagmatic and morphological distance between its constituents that may hinder its recognition by learners,
- little attention being paid by learners to such items during content-focused learning,
- interference of L1 in learner's use of multiword items,
- non-transparency of certain multiword items (such as idioms), and
- the mode of input (listening or reading) as stress and intonations of spoken language may help the recognition of multiword items.

This all leads to a situation where the acquisition of multiword items in non-manipulated conditions takes a lot of time as the phrases seem to pass unnoticed. That can be changed by focused intervention in the text, that is by increasing the number of instances of certain multiword items, by attracting learner's attention to such phrases by highlighting, underlining or bolding them, and by providing glosses and annotation together with the text. In fact, studies show that typographic salience strongly affects the noticeability and acquisition of multiword items, compared to single-word items (see: Bishop 2004, Peters 2012).

In the context of factors that tend to affect the deliberate learning of multiword items, Boers points out that transparent and non-transparent phrases require a different approach. In terms of collocations,

3 This is an umbrella term Boers uses to address “a wide range of expressions comprising more than a single word, which have in the literature received various labels, including ‘lexical phrase’, ‘multiword unit’, ‘phrasal expression’, ‘chunk’, ‘prefab’, ‘phrase-eme’, ‘collocation’, ‘idiom’, ‘lexical bundle’, and ‘formulaic sequence’” (2020: 143).

4 Incidental learning takes place in the course of meaning-focused activities in which learners focus on the communicative purpose of the task and have no intention to learn new vocabulary (Pellicer-Sánchez 2020: 162, Boers 2020: 145–146).

the main issue is the congruence with the L1 equivalent: if there is no congruence (like in Polish “make a photo” instead of *take a photo*, or “have 20 years” instead of *be 20 years old*), then the learning is hindered. In fact studies indicate that

non-native speakers activate input from both of their languages, even when the task, as well as the linguistic and social context only necessitates the use of one language. This cross-language activation is mediated by the immediate linguistic context (e.g., how biasing a sentence is to a particular meaning), as well as the amount of cross-language overlap (e.g., *piano/piano* are identical cognates vs. *vocabulary/vocabulaire* are non-identical cognates) and proficiency. (Conklin 2020: 184)

Another condition affecting learning is the intra-lexical interference: incorrectly substituting one constituent of a phrase with another one of a similar meaning (confusing *in* with *on*, *make* with *do*). In that context, teaching intact expressions gives much better results in posttests than when learners are asked to fill in blanks with single words to form the targeted multiword items (Boers *et al.*, 2017).

Real-life reading material provides learners with a possibility of experiencing the language in the form it is in fact used. It can be a starting point of learning collocations, but it may also be incorporated in other stages of the learning process as a material providing context to the multiword items taught. The tasks can be either focused on polishing students’ receptive skills, for instance multiple-choice, word combination, matching and yes/no judgement tasks, or on developing their productive skills, like fill-in-the-blank or translation tasks (Ding *et al.* 2023: 3, Lee and Shin 2021: 436–437). Mroczyńska’s review of legal English coursebooks used at Polish universities demonstrates that the majority of collocation-related tasks are gap-filling (66%) and matching (28%) (Mroczyńska 2023: 69), which suggests that focusing on learners’ productive collocations knowledge prevails over evaluating learners’ receptive collocation knowledge. Thus learners are not only expected to recognise the collocations but also use them, usually after being previously made familiar with them, often in a reading comprehension task.

5. The Study

This corpus study is designed to show the potential of acquiring the meaning of the terms *employer*, *hirer* and *temporary work agency* through the spectrum of verbal collocations they form in the area of UK employment law legislation. First, the meaning of the terms is investigated with legal definitions of the terms. The next step is to present the verb collocates of the terms from the corpus selected for this analysis.

5.1. General and Legal Definitions of the Terms

The selected terms, *employer*, *hirer* and *temporary work agency*, stand for persons that are engaged in giving paid work to others under contract. The distinction among them lies in the contractual relations between those giving paid work and those to whom the work is given. Their meaning is very specific in the context of employment law and when compared to the general English, the first two are relatively close synonyms⁵, while the last is not found at all in general dictionaries.

5 employer – “a person or organization that employs people” (<https://dictionary.cambridge.org/pl/dictionary/english/employer>), hirer – “a person or company that employs people” (<https://dictionary.cambridge.org/pl/dictionary/english/hirer>) [date of access: 3 Jan. 2024].

A review of special-purpose sources, including encyclopaedias and dictionaries, reveals how far the words are recognised as terms by experts, if at all. Legal dictionaries often resort to quoting or directly referring to relevant statutes that regulate a given issue to ensure high precision when defining terms. On the other hand, legislature is a source of a very detailed definition specific and often limited to an act in which it appears, which is suggested by the use of such phrases accompanying definitions as: *in these Regulations, in relation to a worker falling within paragraph (bb) of that subsection, in subsection (1) or for the purposes of this Part*⁶.

Employer

“Jowitt’s dictionary of English law” (Greenberg 2015) explains the term *employer* in the context of employment law by quoting legal regulations as “the person by whom the employee or worker is (or where the employment has ceased, was) employed” (Employment Rights Act 1996 and Trade Union and Labour Relations (Consolidation) Act 1992⁷.) It further says that

employer is entitled to rights, and bound to perform certain duties, as a consequence of his status as an individual who has engaged or hired the services of another. For example an employer is entitled to expect an employee to work with reasonable care and skill and to look after the employer’s property when using it. Conversely, an employer has a duty to pay an employee the agreed amount if the employee arrives for work and is able to work. (Greenberg 2015: 841)

The definition of employer can be found in a number of acts in the corpus. In Agency Workers Regulation and Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 an *employer* is “in relation to an employee or worker, [...] the person by whom the employee or worker is (or where the employment has ceased, was) employed”. Employment Rights Act 1996 defines *employer* a few times and always narrows the use of a given definition to specific conditions.

Hirer

Legal English dictionaries omit *hirer* from their entry lists. There are terms like *hire-purchase agreement* and *hire*, but the meaning is rarely linked with that indicated in the relevant employment law corpus (Woodley 2013, Greenberg 2010, Hay 2023). “Jowitt’s dictionary of English law” defines *hire* in four ways, but only one: “the hiring of work and labour (*locatio operis faciendi*)” (Greenberg 2015: 1156) seems to relate to employment relationship.⁸

The legislator defines *hirer* “as a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied, to work temporarily for and under the supervision and direction of that person” (The Agency Workers Regulations 2010). A UK legal guidance on temporary agency work explains the term in the same fashion, but adds more practical details set forth elsewhere in the legislation:

6 Examples taken from the corpus under analysis.

7 “Osborn’s Concise Law Dictionary” (Woodley 2013) provides a similar definition of *employer* through analogical references.

8 Other dictionaries under review (Greenberg 2010, Woodley 2013, Hay 2023) do not provide any information about *hirer* in the context of temporary agency work.

(the) hirer (end-user) is a “person” – eg company, partnership, sole trader, public body – which is engaged in economic activity (whether or not for profit) and which books agency workers via a TWA [temporary work agency]. The hirer is responsible for supervising and directing the agency worker while they undertake the assignment. A hirer will have its own legal identity – so a division within a company will not be a separate hirer if it does not have its own legal identity. (BIS 2011: 8)

Temporary Work Agency

The term *temporary work agency* is not recognised in legal dictionaries under review. A study of secondary legal sources puts a little light on the term though. “Agency Workers Regulations: guidance” explains what *temporary work agency* means in the following manner:

[a] temporary work agency (TWA) supplies agency workers to work temporarily for a third party (the hirer). The agency worker works temporarily under the supervision and direction of the hirer but only has a contract (an employment contract or a contract to perform work or services personally) with the TWA. Under the Regulations a TWA is a person (individual or company) in business, whether operating for profit or not and including both public and private sector bodies, involved in the supply of temporary agency workers. This could be a “high street” agency, but also an intermediary such as an umbrella company or a master or neutral vendor if they are involved in the supply of the agency worker. (BIS 2011: 6)

The same as in the case of *hirer*, the information is based on the definition and other details found in Agency Workers Regulations 2010.

The analysis of legal sources shows that there are both similarities and differences between the terms, but still the employment law context makes them take on a very narrow meaning. *Hirer* and *temporary work agency* are terms that operate next to each other in the area of temporary agency work. The term *employer* is also used to refer to the person by whom the employee or worker is or was employed. Therefore, in the context of the temporary agency work, it is the temporary work agency that acts as an employer in terms of obligations as, just like an employer, the agency has a duty to pay an employee the agreed amount if the employee arrives for work and is able to work, and the hirer is also a person that acts as an employer as it is the hirer who is “entitled to expect an employee to work with reasonable care and skill and to look after the employer’s property when using it” (Greenberg 2015: 841). Naturally, the hirer bears the costs of such work, but the amount due is paid to the temporary work agency that has one contract with the hirer and another with the agency worker.

5.2. The Corpus and the Terms

The study focuses on UK law which comprises English and Welsh law, Northern Ireland law and Scottish law. Despite the independence of each of the countries, all of them recognise the UK parliament’s law-making power. The primary legislation is therefore passed by that body and applies to the whole of the UK. Despite the fact that English and Welsh law is based on common law, it is legislation that is more and more often responsible for new regulations. “The old common law usually forms the basis for the statute, but the legislature takes the opportunity to amend and update the old law” (Gubby 2016, 28). Hence the corpus under analysis comprises 12 employment-related acts passed by the UK Parliament (Figure 1).

This paper understands a corpus as “a collection of pieces of language text in electronic form, selected according to external criteria to represent, as far as possible, a language or language variety as a source of data for linguistic research” (Sinclair 2005: 16). The corpus tool is Sketch Engine. The relevant corpus is expected to depict the language of UK employment legislation. The texts were selected based on information from UK government websites and commercial legal websites offering advice on employment regulations in the UK. The corpus comprises 12 legal acts (1.2 million tokens and over 760 thousand words) that experts recognise as the most crucial for regulating employment relations in the UK, Scotland, Wales and Northern Ireland. The corpus has already been used in other studies on employment law terminology (Rzepkowska 2023, 2024).

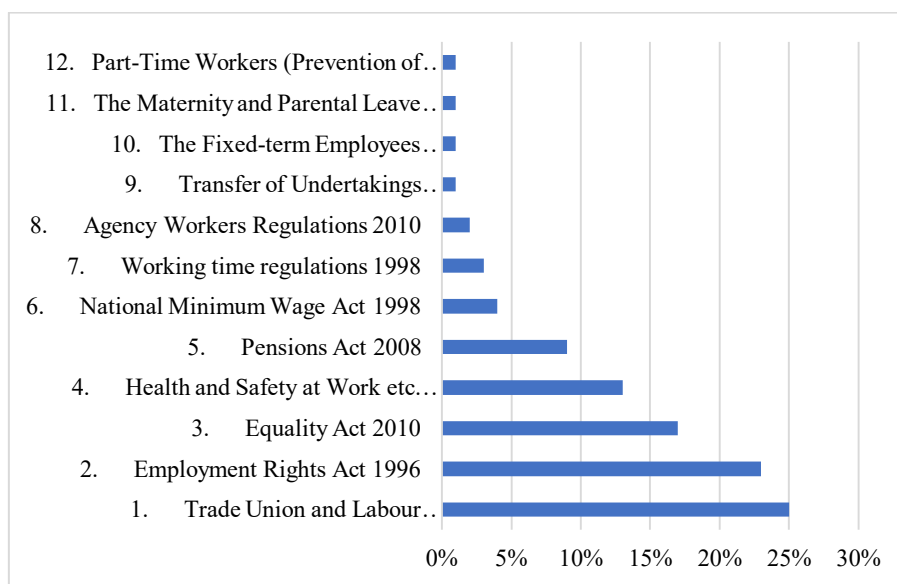


Figure 1. UK Employment Law corpus percentage structure. Source: own work

Each document in the corpus regulates a different aspect of UK employment law and thus each is also a source of information about language specific to that field. The texts differ in terms of size: the two largest make up nearly half of the corpus; another three are relatively extensive too, from 17% to 9% each; and the remaining 7 are small, making up 4% of the corpus or less. The act that is often referred to in this paper is Agency Workers Regulations 2010, which, with a share of 2% in the corpus, is among the smallest documents taken into account in the analysis. Agency Workers Regulations 2010 is particularly important because it is the act of law that governs temporary agency work, an area where two terms analysed in the study, *hirer* and *temporary work agency*, operate. The terms are also found in Employment Rights Act 1996 – about 30% of absolute frequency of each of the two terms – and in the Trade Union and Labour Relations (Consolidation) Act 1992 – only *temporary work agency* is found there (four instances). On the other hand, the term *employer* is among the key terms used throughout the corpus (19th place in

the list generated with a simple search for nouns with Wordlist function in Sketch Engine [non-words excluded]⁹.

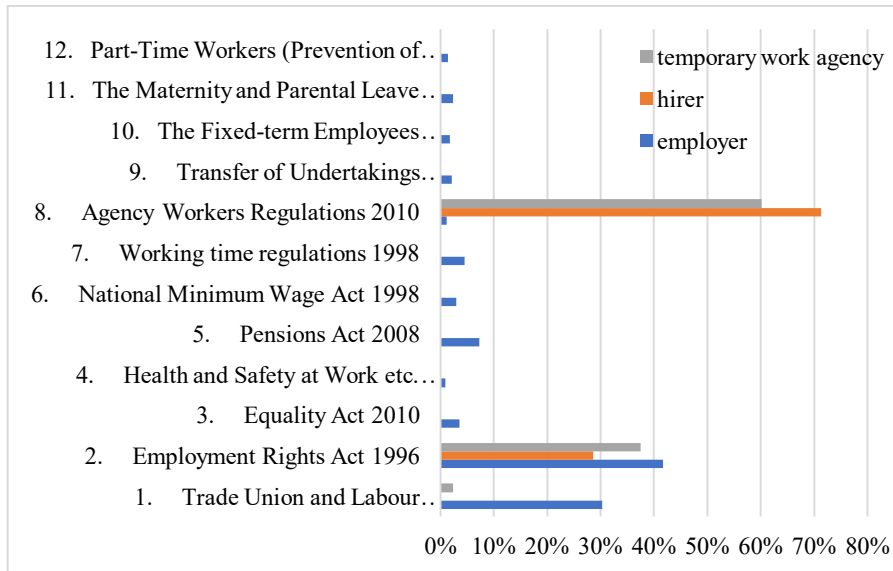


Figure 2. Percentage distribution of the terms *employer*, *hirer* and *temporary work agency* in the corpus. Source: own work

Due to its rudimentary character in this LSP, the average frequency of *employer* (2,599) is strikingly higher than that of *hirer* (199) and *temporary work agency* (168), which doubtless affects the number of collocates they appear with and the number of collocations they form with them. Nonetheless, it has been assumed that the legislator uses a certain verb with a given term because the concept expressed by the collocation is important in the context of the whole act. Even if a collocation is used only once in the corpus, it does not mean that it will not become a key phrase in second-order genre if the idea expressed through that word combination is the topic of discussion there.

5.3. Collocations with *Employer*, *Hirer* and *Temporary Work Agency*

The study analyses and compares the collocations found in the corpus by looking at the context in which they appear illustrated by examples from the corpus. The analysis first looks into the verb collocates where the terms, acting as the nodes of the collocations, are objects of the verbs (Tables 1–3) and then continues with those verb collocates where the terms are subjects of the verbs (Tables 4–9). The analysis focuses on the verbs that collocate with more than one of the terms, but verbs that collocate only with one are also discussed to show the differences in the use and meaning of the terms. The tables present alphabetically

⁹ Other nouns preceding it in the list were mainly words of text organisation typical of legislative documents such as *paragraph*, *section*; an exception was made for the term *employment*, placed 10th.

organised verbs that collocate with individual terms with excerpts from the corpus (in italics) illustrating the real use of the terms.

Verb Collocates of Employer, Hirer and Temporary Work Agency as Objects

The verb collocates of *hirer* (2) and *temporary work agency* (2) where the terms are objects of the verbs fully overlap with those of *employer*. Yet, the verb collocates of *hirer* do not coincide with those of *temporary work agency*. This signals that the meaning of the two terms may not have much in common.

Table 1: Collocates of *employer* and *hirer* as objects with examples from the employment law corpus. Source: own study

NODE	NO	EMPLOYER (2,599)	HIRER (199)
NODE as an object	(1)	<p>notify + EMPLOYER</p> <p><i>a penalty notice must notify the employer of the review process</i></p> <p><i>requirement for employee to notify the employer of intention to return to work</i></p> <p><i>an employee notifies her employer of her pregnancy/ of the date specified in the CAC [Central Arbitration Committee] must (...) notify the employer</i></p>	<p>notify + HIRER</p> <p><i>an agency worker has notified the hirer in writing/that (...)</i></p>
	(2)	<p>require + EMPLOYER + to</p> <p><i>the employer is not required to make work available a contract of employment requires the employer to provide a (shop) worker with (shop) work provision requiring the employer to offer alternative employment</i></p> <p><i>regulations may require employers to publish information</i></p> <p><i>a notice requiring the employer to pay a statutory instrument require (...) employers the Secretary of State may require the employer to do (sth)</i></p> <p><i>the jobholder/the worker may require the employer to do (sth)</i></p>	<p>require + HIRER + to</p> <p><i>the hirer is required to take/ maintain an action in relation to an agency worker</i></p>

Employer and *hirer* collocate with *to require* and *to notify*. The verb *to notify* is used only in an active form with the terms under analysis. In the case of *hirer*, the agent is a person, an agency worker, who does work for the *hirer*. The collocation with *employer* is preceded with an agent that is either a document (a notice) or a person (an employee). An employee and an agency worker are people who work for the employer and hirer, respectively, and consequently are in the position to notify them of their plans that could affect their work e.g. pregnancy, return to work, etc., e.g. *a penalty notice must notify the employer of*

the review process, an employee notifies her employer of her pregnancy, an agency worker has notified the hirer in writing. The verb *to require* collocates with *hirer* only in a passive structure in the corpus, which suggests that the requirement is imposed by the legislator. *Employer* collocates with that verb in both active and passive structures. The agent that requires an *employer* to do something can be either a document (e.g. a contract of employment, a notice, a provision) or a person (a jobholder, a worker, the secretary of state), e.g. *a contract of employment requires the employer to provide a (shop) worker with (shop) work*, and *the hirer is required to take an action in relation to an agency worker*.

Two verb collocates of *employer* coincide with those of *temporary work agency (TWA)*. These are the only verb-plus-node collocates of *TWA* found in the corpus. The first one is *to inform*. The context shows that an employer is informed by an employee, the regulator or the union, while a *TWA* is informed by the hirer. This illustrates the information flow between the employer and *TWA* and other entities, e.g. *the employee must inform the employer, the hirer shall without delay inform the TWA*. The other verb, *to order*, indicates superiority over the person that is ordered to do something. In the case of both, *employer* and *TWA*, the verb is preceded with the tribunal, which has the power to impose an obligation on them to do a particular thing, here to pay or to take certain steps, e.g. *the tribunal may order the employer to pay, the tribunal shall order the TWA to pay the agency worker the amount of remuneration*.

Table 2: Collocates of *employer* and *temporary work agency* as objects with examples from the employment law corpus. Source: own study

NODE	NO	EMPLOYER (2,599)	Temporary work agency (TWA) (168)
NODE as an object	(1)	<p>inform + EMPLOYER</p> <p><i>an employer is informed by the CAC/ under paragraph 25</i></p> <p><i>the employee must inform the employer</i></p> <p><i>the regulator informed the employer</i></p> <p><i>the union informs the employer</i></p>	<p>inform + TWA</p> <p><i>the hirer shall without delay inform the TWA</i></p>
	(2)	<p>order + EMPLOYER</p> <p><i>the tribunal may order the employer to pay/to take such steps</i></p>	<p>order + TWA</p> <p><i>the tribunal shall order the TWA to pay the agency worker the amount of remuneration/ compensation</i></p>

The term *employer* is an object of five other verbs. Each of them adds more details to what can be done to an employer. He/she can be enabled to do something (*probationary period is intended to enable the employer to assess the worker's suitability for the employment*), entitled to do something (usually in passive structures, e.g. *an amount the employer is entitled to recover*), given something (*a worker has given his employer an opting-in*), prosecuted (*the employer was prosecuted for an offence*), and represented by someone (*organisations representing employers*).

Table 3: Collocates of *employer* as an object with examples from the employment law corpus. Source: own study

NODE	NO	EMPLOYER (2,599)
NODE as an object	(1)	enable + EMPLOYER <i>probationary period is intended to enable the employer to assess the worker's suitability for the employment, (...) to enable the employer to consult (sb)</i>
	(2)	entitle + EMPLOYER <i>an amount the employer is entitled to recover</i> <i>entitling the employer to terminate the contract</i> <i>circumstances which entitle the employer to treat the contract of employment as terminable</i> <i>her employer is entitled to postpone her return to a date</i> <i>his employer is entitled to deduct sums from remuneration</i>
	(3)	give + EMPLOYER <i>a worker has given his employer an opting-in/ written/ objection/ further notice/ a document/ a declaration/ an opportunity</i>
	(4)	prosecute + EMPLOYER <i>the employer was prosecuted for an offence</i>
	(5)	represent + EMPLOYER <i>organisations representing employers</i> <i>a panel of persons to represent employers</i>

Verb Collocates of Employer, Hirer and Temporary Work Agency as Subjects

The same as with the verb collocation where the terms are the objects, here the data relating to *employer* is much more extensive owing to the high absolute frequency of the term in the corpus (31 verb collocates in total, compared with 10 verb collocates of *hirer* and 8 of *temporary work agency*). Node-plus-verb collocations are particularly important for deducting the meaning and characteristics of the terms as here the verb collocates inform directly what the terms can and cannot do.

The first to analyse are six verbs that collocate with all three terms. i.e. *to employ*, *to fail*, *to infringe*, *to make*, *to permit*, and *to request*. The verb *to employ* is usually used in passive with all three verbs. The cotext (a term used by Halliday for the immediate context of use [1993: 3]) of the collocation is a source of information about the persons that an employer, hirer and TWA employ. Through the collocation one can learn that an employer employs employees and workers, and a TWA, agency workers. Interestingly, the verb *to employ* with *hirer* in fact does not refer to a hirer as a party to a temporary agency work contract because in this relationship the hirer does not employ, but to a hirer as an employer of other individuals who are not agency workers (an analogical situation is in the case of the verb *to recruit* discussed further in the paper). The verb *to fail* is interesting as whenever it appears there is also mentioned what was supposed to be achieved. Its cotext shows us what obligations rest upon a given person, like the employer's obligation to give a pay statement, the hirer's, to comply with a recommendation, or the TWA's, to pay the agency worker. The verb *to make* derives its meaning from the nouns it collocates with as an object. The list of typical phrases with *to make* inform about the range of actions that can be taken by the employer, hirer and TWA, like making a payment (*employer*, *hirer* and *TWA*), making a proposal, and making arrangements (only *employer*). The verb *to infringe* is used with all three terms in collocation with *a right*. The right that is infringed is that of a subordinate, an employee or an agency worker, respectively. This shows

the interdependence of the persons involved in specific employment relationships. The verb *to permit* suggests that the three entities, the employer, hirer and TWA, have some power over their subordinates, the power delimited by the meaning of the verb that follows and its cotext, e.g. *the agency worker is entitled to be permitted by the temporary work agency or the hirer to take time off*. The verb *to request* suggests that the other party involved in a respective relationship can make an independent decision and, additionally, that the employer, hirer and TWA are aware of that but still have the right to ask their subordinates to do the thing that is requested.

Table 4: Collocates of *employer*, *hirer* and *temporary work agency* as subjects with examples from the employment law corpus. Source: own study

NODE	NO	EMPLOYER (2,599)	HIRER (199)	Temporary work agency (TWA) (168)
NODE as a subject	(1)	EMPLOYER + employ <i>employees employed by the employer</i> <i>an employer who employs individuals</i> <i>the employer employs workers</i>	HIRER + employ <i>individuals (...)</i> <i>employed by the hirer</i>	TWA + employ <i>the agency worker who has a contract with a TWA shall be treated as being employed by that TWA</i>
	(2)	EMPLOYER + fail <i>[the employer fails to:]give a pay statement, pay the employee, comply with section/the notice/the requirements, permit to take time off, offer to provide (sb) with work, give notice, attend before the tribunal, fulfil a duty</i>	HIRER + fail <i>the hirer fails to comply with a recommendation</i>	TWA + fail <i>[the TWA fails to:]comply with a recommendation, pay the agency worker, pay (...) any amount, offer to propose the agency worker to a hirer</i>
	(3)	EMPLOYER + infringe <i>the employer has infringed such a right/the right in question/a right conferred on him</i>	HIRER + infringe <i>a TWA or the hirer has infringed a right conferred on the agency worker</i>	TWA + infringe <i>a TWA or the hirer has infringed a right conferred on the agency worker</i>
	(4)	EMPLOYER + make <i>employer making the deduction</i> <i>any arrangements the employer makes</i> <i>a change that has been made by the employer</i> <i>the employer has made him an offer</i> <i>the employer makes the proposal</i> <i>a demand for a payment made by the employer</i> <i>an application which is made by an employer</i>	HIRER + make <i>the tribunal orders that payment under section (5) be made by the TWA and the hirer</i>	TWA + make <i>the tribunal orders that payment under section (5) be made by the TWA and the hirer</i>

NODE	NO	EMPLOYER (2,599)	HIRER (199)	Temporary work agency (TWA) (168)
NODE as a subject	(5)	(EMPLOYER + permit) <i>an employee (...) is entitled to be permitted by the employer to take reasonable time off</i> <i>an employer who permits an employee to take time off</i>	HIRER + permit <i>the agency worker is entitled to be permitted by the TWA or the hirer to take time off</i>	TWA + permit <i>the agency worker is entitled to be permitted by the TWA or the hirer to take time off</i>
	(6)	EMPLOYER + request <i>the employer requests the employee to do (sth)</i> <i>the employer requests the employee the production of any relevant records</i>	HIRER + request <i>if the TWA or the hirer requests the agency worker to give (sb) a declaration</i>	TWA + request <i>if the TWA or the hirer requests the agency worker to give (sb) a declaration</i>

Four verbs collocate with *employer* and *hirer*: *to agree*, *to inform*, *to provide* and *to refuse*. The verb *to agree* reveals the decision-making characteristic of the employer and hirer alike. The former may agree or not to pay a redundancy payment or to give the employee time off, and the latter may agree or not to agree to have a given agency worker on board. *To inform* is another verb that stresses the relationship between the employer and employee, and the hirer and agency worker, and their mutual dependence, e.g. *the employer agrees to permit the employee to take time off*, *the hirer has agreed to the supply of that agency worker*. The verb *to provide* appears in passive participle clauses and is used to provide information about the things that the employer or hirer should give their subordinates. Similarly to the verb *to agree*, the verb *to refuse* indicates the persons free will and the possibility of deciding within a given scope.

Table 5: Collocates of *employer* and *hirer* as subjects with examples from the employment law corpus. Source: own study

NODE	NO	EMPLOYER (2,599)	HIRER (199)
NODE as a subject	(1)	EMPLOYER + agree <i>the employer agrees to pay a redundancy payment/ to permit the employee to take time off</i>	HIRER + agree <i>the hirer has agreed to the supply of that agency worker</i>
	(2)	EMPLOYER + informs <i>the employer informs an employee in writing</i> <i>the employer informs the union</i> <i>an employee has the right to be informed by his employer</i>	HIRER + inform <i>an agency worker has (...) the right to be informed by the hirer of any relevant vacant posts</i>
	(3)	EMPLOYER + provide <i>benefits provided by the employer</i> <i>training entitlement/ information/ work/facilities provided by the employer</i>	HIRER + provide <i>facilities and amenities provided by the hirer</i>
	(4)	EMPLOYER + refuse <i>the employer refuses the application</i> <i>the employer has unreasonably refused to permit the employee to take time off</i>	HIRER + refuse <i>the hirer has reasonably refused to permit the agency worker to take time off</i> <i>he hirer has reasonably refused to let the agency worker take time off</i>

The next two verbs: *to have* and *to pay*, collocate with *employer* and *TWA*. The verb *to have* is used in the meaning “to possess” in the case of *to have work*, which is used both with *employer* and *hirer*, and *to have employees*, used with *employer*. The verb *to pay* is usually seen in passive. Its cotext informs us what kind of sums an employer and TWA pay and to whom.

Table 6: Collocates of *employer* and *temporary work agency* as subjects with examples from the employment law corpus. Source: own study

NODE	NO	EMPLOYER (2,599)	Temporary work agency (TWA) (168)
NODE as a subject	(1)	EMPLOYER + have (= to possess) <i>[the employer has:] a legal responsibility, available suitable alternative work for an employee, employees, the right to, a view about</i>	TWA + have (= to possess) <i>the TWA has available suitable alternative work</i>
	(2)	EMPLOYER + pay <i>compensation to be paid by the employer to the employee/to the complainant/to each person/to the worker, under section</i>	TWA + pay <i>actual remuneration paid by the TWA to an agency worker the TWA pays for the services of the individual</i>

The verbs that collocate with only one of the terms in the corpus form a large group in the case of *employer*. For reasons of space, only some of them will be analysed below:

Employer collocates with a number of verbs that show the relation with the employee, for instance *to dismiss, to give, to notify, to offer, to receive, to require, to terminate, to treat*. There are verbs collocating with *employer* referring to various regulations they need to follow, for instance *to comply, to contravene*. One verb indicates the state in which the employer may be – *to become*. There are verbs that suggest the employer’s power to adjust the world around to their needs – *to arrange, to determine*.

There are two collocates of *hirer* that do not collocate with other verbs under analysis. The first one, *to breach*, suggests that there are regulations and rules that the hirer may breach and thus is obliged to follow. The second, *to recruit*, is quite misleading because it in fact shows what a hirer does not do (the use of second conditional): they do not recruit agency workers but only their own employees.

There is only one verb collocating only with *TWA*: *to supply*. It is quite specific, and shows the role that a TWA has in the provision of agency workers to hirers.

Table 7: Collocates of *employer* as a subject with examples from the employment law corpus. Source: own study

NODE	NO	EMPLOYER (2,599)
NODE as a subject	(1)	EMPLOYER + arrange <i>the first meeting arranged by the employer to discuss services arranged by employer an employer arranges for another person to provide a service</i>
	(2)	EMPLOYER + become <i>the employee’s employer became insolvent</i>
	(3)	EMPLOYER + believe <i>the employer believes (or suspects) that</i>

NODE	NO	EMPLOYER (2,599)
NODE as a subject	(4)	EMPLOYER + comply <i>the employer has (not) complied with the terms of an order/with that duty/ with paragraph</i>
	(5)	EMPLOYER + contravene <i>an employer who contravenes that subsection/regulation 3/this section</i>
	(6)	EMPLOYER + determine <i>the number of representatives to be elected to be determined by the employer if the employer so determines</i>
	(7)	EMPLOYER + die <i>the week in which the employer died</i>
	(8)	EMPLOYER + dismiss <i>an employee (is) dismissed by his employer</i>
	(9)	EMPLOYER + give <i>[the employer gives:] a document, a statement, a letter of engagement, a contract, a copy of a contract, notice (of termination), a period of notice, a counter-notice, consent, names and addresses, evidence</i>
	(10)	EMPLOYER + notify <i>the employer has notified the worker in writing the employer has notified the employee that the employer notifies the employee of the employer's decision</i>
	(11)	EMPLOYER + offer <i>the employer has offered to provide alternative work an employer offers to pay a sum</i>
	(12)	EMPLOYER + proposes <i>when an employer is proposing to dismiss as redundant employees the employer is proposing to dismiss the employer as redundant dismissals have been proposed by the employer</i>
	(13)	EMPLOYER + receive <i>the employer receiving the payment the employer receives the request/an application a payment received by the employer</i>
	(14)	EMPLOYER + recognise <i>a trade union recognised by the employer</i>
	(15)	EMPLOYER + require <i>the employer requires the worker a worker is accordingly required to work</i>
	(16)	EMPLOYER + show <i>reasons shown by the employer the employer shows that</i>
	(17)	EMPLOYER + suspect <i>the employer believes (or suspects) that</i>
	(18)	EMPLOYER + terminate <i>employment with his employer terminated or began at that time the contract of employment is terminated by the employer the employer terminates the contract</i>
	(19)	EMPLOYER + treat <i>the employer rightfully treats the breach as terminating the contract a part-time worker has the right not to be treated by his employer less favourably than the employer treats a comparable permanent employee</i>

Table 8: Collocates of *hirer* as a subject with examples from the employment law corpus. Source: own study

NODE	NO	HIRER (199)
NODE as a subject	(1)	HIRER + breach <i>a TWA or a hirer has breached these Regulations</i>
	(2)	HIRER + recruit <i>(...) had (the agency worker) been recruited by the hirer</i> <i>if (the agency worker) had been recruited directly by the hirer</i>

Table 9: Collocates of *temporary work agency* as a subject with examples from the employment law corpus. Source: own study

NODE	NO	Temporary work agency (TWA) (168)
NODE as a subject		TWA + supply <i>an agency worker/an individual (...) is supplied by a TWA to work temporarily</i> <i>the TWA supplies the individual/agency worker</i>

6. Findings and Conclusions

The presented study is another step towards learning more about the language of employment law, an area that has not been studied much so far. It depicts the differences in the meanings of *employer*, *hirer* and *temporary work agency* through an analysis of verbal collocations of the terms. The review of the corpus has shown that the last two terms appear in a limited number of acts, which makes them very specific to the area of employment law on temporary agency work. This explains their low frequency compared to *employer*, which is present throughout the employment law corpus. The low frequency of *hirer* and *temporary work agency* translates into them having fewer collocates compared to *employer*: the majority of verbs *hirer* and *temporary work agency* appear with are also used with *employer*: six are collocates of all three terms, six are collocates of *hirer* and *employer*, and four are collocates of *TWA* and *employer*. The rest of verbs (*hirer* – 2, *temporary work agency* – 1, and *employer* – 24) collocate with only one of the terms under analysis.

Incidental learning of collocations tends to be slow when the text is authentic and has not been modified for learning purposes due to low frequency of multiword items. Frequency is a substantial factor affecting the acquisition process, as scholars prove (Peters 2014, see also the review of studies in Conklin 2020). The corpus study presented in this paper may serve as an example of how infrequent collocations may be when compared with the total frequency of the node. The three terms analysed in the corpus of UK employment law show that terms may vastly differ in terms of frequency, from less than 200 (*hirer* and *temporary work agency*) to over 2.5 thousand (*employer*). The absolute frequency translates into the number of collocates of the terms and the number each of the collocations appear in the text, but still the frequencies of occurrence of whole multiword items are low compared to the absolute frequency of individual terms. That makes detecting such word combinations without additional stimuli very difficult for learners. An answer to that can be the aforementioned ‘easification’ (Bhatia 1983) and focused intervention (Boers 2020).

The use of unabridged statutes is particularly important for pinpointing the meaning of terms and showing legal collocations in context. As scholars stress, familiarising learners with different legal genres should be one of the components of legal language teaching at any level, because learners need to be able to understand and interpret legal texts. Legislature comes to the fore here, being the source of law in any of its areas. Easification techniques adjusted to learners' level of English may help focus students' attention on the selected terms and collocations that are particularly important for illustrating the meaning of terminological units.

The best way to acquire a new word or phrase is through specific context in which the word or phrase appears. It is the context which has the potential of revealing and teaching the true meaning of a term and of showing how terms are used in practice. This results from the fact that the meaning of legal terms is system-bound. A term in a specialist text is semantically related to other terms in that text immersed in a given system of law, and legal collocates mirror that relationship. The presented data show how much information the verb collocations may help deduct about the meaning of terms when properly analysed. The lists of verbs on their own depict what can be done to the persons represented by the three terms and what they can do. The study has revealed that the verb collocates found in the corpus reflect the meaning of the terms presented in the definitions of the terms from legal sources, including dictionaries and the relevant legal documents. Yet, what they show goes one step further and adds details to specific features of the terms, letting learners place the terms in the complex terminological system of employment law. When the listing is supported with additional context, for instance extracts from the source texts, the concepts represented by the terms become much more transparent. This can be used in teaching specialist terminology as information in encyclopaedias and dictionaries is often limited due to space restrictions and short of examples of use, invaluable for LSP learners. In the same vein, learning about collocations in real legal texts may also reveal the nuances of the meaning of terms, which dictionaries and encyclopaedias often lack. The nuances may be those aspects of meaning that can be deduced from the cotext and context that the collocations are part of.

The study has proven that unabridged legislative documents are a source of a breadth of information about the use of the terms and, in particular, their collocates. This in turn may be useful in the course of legal language learning by facilitating the acquisition of legal collocations and the meaning of legal terms through such multiword items. Considering the interest in the area of employment law for legal language teaching, worth recommending are further studies towards the way of including statutes in the teaching materials in coursebooks and the easification techniques that can be applied at different language levels. Additionally, owing to the system-bound nature of legal terminology, it would be worth investigating the differences in legal collocations in various legal systems. This might also carry some implications for teaching legal English and translation.

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10 A correction to "assymetries", the spelling used by the author of the original article.

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