



SCHOOL OF LANGUAGES

UNIVERSITY OF GHANA

**AN ANALYTICAL STUDY OF THE PROBLEMS OF TRANSLATING
COLLOCATIONS: A TRANSLATION FROM FRENCH INTO ENGLISH OF AN
EXTRACT FROM ‘GUIDE JURIDIQUE ET FISCAL DES ASSOCIATIONS AU TOGO**

“TOME II

BY

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OF MA TRANSLATION DEGREE**

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DECLARATION

I, Elizabeth Esi Anamoah, hereby declare that this dissertation is the result of my own research and practical work, done in the Department of French and submitted to the University of Ghana, Legon, in line with the requirements for the award of the Master of Arts degree in translation. Contributions, ideas of others and quotations used in this research work have been duly cited. This work has not been previously submitted, in part or whole, to the University of Ghana or to any other university for the award of the degree and I remain responsible for any of its shortcomings.

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We hereby declare that the preparation and presentation of the work herein have been carried out according to the laid down procedure for the supervision of projects by the University.

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DEDICATION

This dissertation is dedicated to my children. I thank them for their support and understanding.

It is also dedicated to loyal friends who in diverse ways and contributions made the pursuit of my studies a success.

ACKNOWLEDGEMENTS

I would like to express my gratitude to those who made it possible for me to complete my dissertation. Thanks to my Supervisor for his patience in going through my work with every detail and whose contribution in encouraging me with advice and suggestions urged me to complete the work. I also thank everyone who made it possible for me to access data and information relevant to my research work and all those around me who gave me the peace i needed to successfully complete my dissertation.

My gratitude is also to the staff of the University, who in various ways helped me to access equipment and library tools that were necessary for the project.

ABSTRACT

Translation has been with human interaction from the time of creation. Scholars have found it necessary to set up frameworks for the regulation of translation due to variation and the peculiarities of languages. The study examines and analyzes the problems that may be encountered in the process of translating collocations. The source text is a legal document.

Chapter one looks at the history of translation and the process of organization of translation as a field of study. The implications of translation on globalization and integration of nations was also examined. Due to the increased trend of integration and need for communication among peoples of different languages, the issue of collocations and their nature were examined. Previous studies on collocations: definitions, characteristics and relevance to translation were also assessed.

Chapter Two is the translation of the text “*Guide juridique et fiscal des associations au Togo*” Tome II. A brief introduction of the source text was done. A translation of the text which is a legal document - administrative and tax manual was done.

Chapter Three analyzes and discusses the problems encountered in the translation of collocations, from the source text into the target language and solutions. Conclusions made from the study are also in this chapter. It was realized that collocations take a significant chunk of most texts. They are therefore relevant to the study of translation and to the mastery of language.

Collocations were not found in the text were not necessarily monosemous. Collocations in technical text may be ambiguous and polysemous. Functional equivalence has implications in the translation of collocations in technical text. It was also realized that one needs to know the collocational ranges of lexical items, to enable make appropriate choices for a faithful translation.

Keywords: Analytical study, collocations, concordance, collocational range, legal text

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ACRONYMS AND ABBREVIATIONS

GLOSSARY

CHAPTER ONE

INTRODUCTION

1.0 Background to the Study

According to Sonia Firdaus (2012, p.277) in her article “Evolution of Translation Theories & Practice”, the process of translation started when the first human couple interacted with each other. She further asserts that, “translation became an organized discipline when the first translator, a French Humanist Etienne Dolet, formed rules for rendering of meaning of a text into another language. From then, various paradigms have provided the base for modern complicated investigation.”

From the above stated, it is obvious that translation has been practised in human interaction for ages and may continue to be relevant to human activity until the end of time. It is therefore necessary for one to understand what translation is, as well as understand the linguistic tools that may impact positively on translation.

In Larson’s opinion,

“Translation is that which consists of studying the lexicon, grammatical structure, communication situation, and cultural context of the source language text, analyzing it in order to determine its meaning, and then reconstructing this same meaning using the lexicon and grammatical structure which are appropriate in the RECEPTOR LANGUAGE and its cultural context” (Larson, 1984 p.3)

For Seleskovitch and Lederer,

To translate is to “*Restituer le sens dans une autre langue, c’est le rendre intelligible sur deux plans, c’est le faire comprendre sans rendre brumeaux ce qui était clair ni ridicule*”

ce qui était digne” (Restoring meaning in another language is to render it intelligible at two levels: to make it comprehensible without rendering obscure that which is clear, nor ridiculous that which is worthy (translation rendered by Ajunwa). Seleskovitch and Lederer (1986, p.62) cited in Ajunwa (2015).

According to Newmark (1988, p.5) in his book “*A Textbook of Translation*”, translation “may mean the rendering of meaning of a text into another language in the same way that the author intended in the text”.

Wright and Budin (1996, p. 16-17), posit that, though various writers in the field of linguistics call many different kinds of multiword strings collocations, purists argue that this term should be reserved for so-called combinatory phraseological units. Wright and Budin (1996) further state that combinatory forms are made up of words that frequently co-occur (i.e. “co-locate”), even if they don’t always follow each other directly in sentences. They insist that the principle of potential dislocation within the stream of discourse constitutes the essential property of combinatory forms, hence of co-location. They also make a distinction between the concepts “term” and “collocation”. They assert that “terms designate individual concepts ... whereas technical collocations identify situations or propositions that are for the most part made up of several mutually related concepts”.

Budin and Wright’s designation of collocation, makes collocation relevant as a tool for the rich development of translation since “the purpose of the element of collocation “ is to firmly delineate the conceptual and linguistic space occupied by strictly defined closely associated concepts and units of knowledge”.

Murici (2016) in her article, “Issues in translating legal texts ” asserts that we live in a world which is globalized and where international relations are much more active than ever. As a result,

close contacts among states, societies, people and businesses through mediation of translation has become crucial and is playing a very important role in human relations. We know that human interaction is ordered by law; therefore any transaction should consider legal implications. It is therefore necessary to examine collocations and their impact on translating legal texts, such as the source text being used for this study. The examination of collocations may ultimately minimize litigation over translated texts.

It is worth noting that regional integration and globalization towards achieving development goals have given rise to the need for harmonization of policies and programs internationally. As a result, the need for faithful translation to foster wider communication and greater understanding has increased. Collocations are described as monosemous in certain literature and so will be useful in the translation of legal and technical documents. It will therefore require collocational competence to enhance the benefits of translation in a global world, since according to Murici (2016), translating legal text has become important among other domains of translation and she also notes that, there is no room for error in translation as legal consequences may result. Translating legal texts, she posits, involves complex matters and specialized terminology.

The position of Ajunwa (2015) in his article “Fidelity Challenges in Translation” is worth considering by translators. He notes that though the idea of absolute exactitude may be utopian and unattainable, it is always desirable to achieve a reasonable and an acceptable level of fidelity in any translation operation whatsoever, be it ... scientific and technical translation. He explains that the fidelity of a translation to its original text means the quality of its accuracy or the degree of its closeness to the original text. He further asserts that achieving this feat poses significant challenges to the translator.

From all that has been stated above, it is necessary for us to look at collocations and their relevance to translation. Larson (1984, p.155) states that collocation is concerned with how words go together. She further states that people speaking a language which is not their mother tongue often make collocational errors. These errors may be either grammatical or lexical, but either case, words are put together which do not naturally go together. Sometimes verbs and nouns are confused (p.160). This means that in translating a noun from French to English, one might have to change a noun to a verb as seen in the translation of the noun “*creation d’une association*” in French into the verb “*form an association*” because the translation of “*creation d’une association*” into English is preceded by the phrase “*proceed to*”.

Mckeown & Dragomir (2000) in their handbook on a website also assert that collocations are often language-specific and cannot be translated compositionally in most cases. This raises the problem of how salient word combinations that not only denote the legal field, but also convey conventional ways of expressing a state of affairs or an action as propounded by Gloria Corpas Pastor (January, 2015) can be accurately translated from a source language into a target language. For instance, in the source text is the word combination “*Formalité obligatoire*”, which cannot be translated as “*obligatory formality*”, nor “*requisite procedure*”, but can be translated as “*mandatory procedure*”.

The above reasons inform our choice of the text which is within the scope of technical and legal translation for this study.

1.1 Statement of the Problem

Larson (1984, p. 156) asserts that there are certain words in any language which are “*fixed combinations*”. They always occur in a certain order and they always occur together. She says other languages will have completely different combinations with fixed expressions.

In such fixed collocations, she notes that it is sometimes difficult to identify the meaning of the parts of the collocation.

Newmark (1988, p.28) notes that a translator needs analyze a text from a translator's point of view, which is different from a linguist's or literary critic's.

The question then is will translation of collocations from a technical document not pose challenges because of collocational clashes? Collocational clashes are defined by Larson (1984, p.160) as collocational errors (grammatical or lexical errors) made by people speaking a language that is not their mother tongue. In other words, words are put together which do not naturally go together.

1.2 Research Objectives and Purpose of the Study

The general objective of the study is to examine the collocational patterns and the problems encountered in translating collocations from French into English using an extract from "*Guide juridique et fiscal des Associations au Togo*" Tome II as corpus.

The study seeks to assess and compare the collocations in the source and target texts;

To identify types of collocations in the chosen text;

To identify the problems associated with translating collocations; and

To assess the concordance between collocates in the source and target text.

1.3 Theoretical Framework

The term collocation is used widely and differently. Firth first brought the idea of collocations into prominence. According to Firth (1957) "you shall know a word by the company it keeps" He defines collocations as actual words in habitual company. In this study, two theories will be used to analyze collocations. These theories are the 'frequency based approach' derived from (Nesselhauf, 2004) which describes collocations as "the co-occurrence of words of a certain

distance”; and the “Significance oriented approach” (Herbst, 1996) where collocation is considered as a type of word combination, most commonly as one that is fixed to some degree, as quoted in the article of Xiujuan Zhou, A Corpus-Based Study on High Frequency Verb Collocations in the Case of “Have” published in *International Forum of Teaching and Studies*, Vol. 12, No. 1 2016. These collocations are considered as “a composite unit which permits the sustainability of items for at least one of its constituent elements with the other elements being constant.

The theories to be tested are concordance as defined by Larson (1984) as “consistent matching of lexical items”. The procedures equivalence, transposition and modulation will also be tested.

1.3.1 Hypothesis

The French and English languages have reached a comparable degree of development, and collocations are language-specific, so texts can be easily and accurately translated from French into English.

The French and English languages have reached a comparable degree of development, and collocations are language specific, so texts cannot be easily and accurately translated from French into English.

1.4 Limitations of the Study

It is noteworthy that this translation project is a requirement for the award of a Master of Arts Degree in Translation. Time and resource constraints do not permit a much more detailed work. The scope of the work is therefore limited to a specific text. The study was limited to study of (1) dominant word (noun, adjective, participle, and verb) and a preposition or a grammatical

construction collocations and (2) “verb + Noun, adjective + noun, noun + verb, noun + noun, adverb + adjective, and adverb + adjective lexical collocations.

The focus of the study was on special collocations identified in the source text and how they were rendered in the target text. The study was limited to the extract of 8,439, words from the legal document as the Graduate School recommends the use of a total range of words between 8000 and 8500 words for the study. This limits the length of text to be used, and which may impact on the results.

This study is a case study and limits itself to the source document *Guide Juridique et Fiscale Des Associations Au Togo*, the target text and documents that may be available for triangulation. This is to enable the researcher identify the distinction between meaning and form, those things in language over which the speaker can exercise choice and over which no choice is available to him as stated by (Grimes 1975: 114) cited in Larson (1984).

1.5 Literature Review

This study is on the problems encountered in the translation of collocations from a legal text and their implications for translation. A legal and tax guide for associations in Togo has been selected for the study due to its peculiar characteristic of a manual drawn up for the use of associations both nongovernmental and civil. Of significance is the fact that, the manual was created over two decades ago. This enables the researcher assess to what extent neologisms affect collocations and as a result how collocational competence can be relevant over a reasonable period of time. The sustenance of collocations is important for translation because of the issue of fidelity in translation. This gives reason for examining the problems that might arise in translating collocations.

This literature review examines the definitions of collocations, their characteristics and categorization. This literature review also looks at the nature of the text to be studied and also examines the theories that guide the study.

Various Definitions of Collocations

Firth (1957) defines collocations as being “actual words in habitual company”. For instance, the word “build”, in current parlance is always in habitual company with “capacity”, and the word “empower” is in habitual company with “women”.

Cowie (1981) in her article “A Corpus-Based Study on High Frequency verb collocations in the case of HAVE” sees collocations as “a composite unit which permits the substitutability of items for at least one of its constituent elements” with the other elements being constant. For instance, in the following collocations, *mise au point* (focusing), *mise sur pied* (setting up) and *mise a pied* (layoff), the lexical items after *mise* have been substituted with “*au point*”, “*sur pied*” and “*à pied*” for at least one of its constituents and the word “*mise*” has remained constant. The case of the collocations “set off”, “set out” and “set up” can also be used as an example. The word “set” remains constant while one constituent is substituted with the lexical items “off”, “out” and “up”.

Nida (1982, p.198) defined collocation as “a structured combination of words with COMPATIBLE semantic components” quoted in Benson’s article *Collocations and General-purpose Dictionaries*. For example, the word “offer” is semantically compatible with with the word “appointment”, “satisfactory” is semantically compatible with “service” and expiry is semantically compatible with “date”. Thus, certain words are semantically incompatible with the examples indicated above. For instance, the word “give” is semantically incompatible with “appointment” and “fulfilled” is incompatible with “service” and “exhausted” is incompatible with

“date”. The word “fulfilled” if replaced with the word “satisfactory” can be semantically compatible with the word “service”. The word “exhausted” if also replaced with “expired” can be semantically compatible with the word “date”.

According to Larson (1984, p.144), collocation is concerned with how words go together. “Collocations are words joined together in phrases or sentences to form semantically unified expressions”. She suggests that knowing which words go together is an important part of understanding the meaning of a text and translating it well. She also cautions that though collocations are words joined together in phrases and sentences to form semantically unified expressions, the combination which forms a semantically correct meaning in one language may not do so in another. She therefore advises translators to be constantly on the guard for idioms in the source language and translate with care so as to give the correct meaning in the receptor language.

To Justerson and Katz (1994), quoted in Jia Yan Jian’s article ‘*Extracting Verb-Noun collocations from Text*’, collocations are recurrent combinations of words that co-occur more often than chance, collocations like terminology tend to be more lexicalized and have a somehow more restricted meaning than the surface form suggested. For instance, the following collocations have restricted meaning and mean just what they are intended to mean:

par écrit – a legal term which means “in writing”

en vigueur – a legal term which means “in force”

Faire état de – a collocation which means “to state”

S’inscrire en faux – a legal term which means “to lodge a complaint”

It can be inferred from the above stated definitions and notions of collocations, that most studies have examined the subject of collocations in relation to the teaching, learning and

acquisition of collocations. Studies have however, not shown the manner in which collocations are identified. It is no doubt that after years of studies in grammar school, one can easily identify “nouns”, “verbs”, “adjectives” and “adverbs” How do I identify collocations when their description fits “idioms” and are sometimes even in the form of “phrases”. It is therefore noteworthy that collocations can be confirmed as such from dictionaries or customised databases. For instance, how do I know that the lexical items “Yours faithfully” is or is not a collocation? Wright and Budin 1996, pp.16 -17) try to distinguish between “term” and “collocation”, but the delineations are not very clear. There are also databases of collocations in different countries, but how often are they updated? Bilingual collocations dictionary are hardly found on shelves in bookshops.

A few studies have in some way looked at the importance of collocations in translation, for instance the study of Newmark (1988) in which he highlights the relevance of translation theory to the translation method appropriately used for a certain text. He asserts that the equal frequency rule – that corresponding words, where they exist – metaphors, collocations, groups, clauses, sentences, word order, proverbs etc. should have appropriately equal frequency, for the topic and register in question, in both source and target text.

Newmark advises that,

the source text is read for two purposes – first, to understand what it is about, second, to analyse from a translator’s point of view which is different from a linguist’s or literary critic’s. The translator needs to determine its intention and the way it is written for the purpose of selecting the appropriate translation method and identifying particular and recurrent problems. A reading of the text revealed that the text has the characteristics of an expressive, informative and vocative text. The dominant features of the text are

expressive and informative. Thus, the translator needs to use the appropriate method that would bring out the desired response from the readership (Newmark, 1988, p.28).

The text of this study is expressive because its core function is communicating authoritative statement in the form of a legal document as described in Newmark (1998, p.29). Its informative nature is informing the readership about the standards and response required pertaining to compliance to procedures, rules and regulations. Thus, the translator needs to use the appropriate lexical items and expressions to bring out the meaning.

Newmark (1998, p. 39) also notes that there are three main functions of language, the expressive, the informative (representation) and the vocative (appeal) functions. He states that the core of the expressive function is the mind of the speaker and authoritative statements such as legal documents have expressive function. He also states that the core of the informative function is the external situation and the fact of the topic – manuals fall in this category. The text for this study is a legal and administrative manual and guidelines and instructions from the manual should be communicated as required.

Newmark (1998, p.48) also tells us that the overriding purpose of any translation should be to achieve equivalent effect – to produce the same effect or one as close as possible to the readership of the original text. He informs us that in communicative translation of vocative texts, equivalent effect is not only desirable, it is essential, because it is the criterion by which the effectiveness and the value of translation of notices, instructions... can be assessed. He also tells us that in informative texts, equivalent effect is only desirable in respect of their possibly emotional impact, which is not possible if the source language and the target language are remote from each other.

The study therefore sought to observe patterns in collocations and assess whether there were collocational clashes in the process of translation. The study also assessed how collocational errors manifest in the translation of the technical and legal text into the target language.

History of Collocations

The term collocation is variously used in different and often grey senses in linguistic and language teaching. Firth (1957) states “you shall know a word by the company it keeps”. Firth first highlighted the idea of collocations.

Since then, there have been two main views on the concept of “collocations”. One view is that collocation is the co-occurrence of words at a certain distance, from which the name statistically oriented approach (Herbst, 1996) or the “frequency based approach” (Nesselhauf, 2004) cited in Xiujuan Zhou (2016). Sinclair is a typical representative of the frequency-based approach.

The other view sees collocations as a type of word combination, commonly as one that is fixed to some degree, but not completely. This view has been called “the significance oriented approach” (Herbst, 1996) or the “phraseological approach” (Nesselhauf, 2004).

According to Benson, Benson, Ilson (1986) lexical collocations are formed between content words, while the grammatical collocations have to do with a content word with a function word or a syntactic structure.

It is considered that these are the two basic kinds of collocations - grammatical and lexical collocations. Benson et al’s 1997 classification is that the former consists of a dominant word (noun) adjective/participle, (verb) and a preposition or a grammatical construction, for instance “building the capacity of” and the latter refers to co-occurrence of two lexical elements for instance “measuring tape”.

They distinguished lexical collocations into six types: “verb+noun”, “adjective+noun”, “noun+verb”, “Noun+Noun”, “adverb+adjective” and ‘adverb+verb’. The study will assess whether the translation of such lexical collocations sustain their structure in the translated text as previously observed in the source text.

Characteristics and Nature of collocations

According to Larson in her book *Meaning based translation* (1984, p.159), every word in a language has its collocational range (restrictions which limit the usage of the words). She notes that the collocational range of every word will be different. No two words have exactly the same collocational possibilities. For instance, the word skin can be used for humans and animals, birds and hides, but the word “feather” for only birds and “fur” for animals. One will expect that they all use the word skin but there is some overlap.

In the text used for this study, the word “*guide*” could be translated into English as “guide” but preferred translation into English was “manual” because the source text is an administrative and tax manual. Larson therefore posits that because of these overlaps, collocational range of equivalent words between languages will not be identical. It will overlap but not match completely. She states that it will most likely match in primary usage but not in secondary or figurative usages. She therefore believes that only a native speaker of the language can judge whether or not a collocation is acceptable, especially if one is trying a new collocation (Larson 1984, P.159).

Since our source text is a technical one, it is expected that the lexical items will not be of primary usage but of technical usage. The study will therefore assess the level of similarity between lexical items in the source text and their translation into the target text.

Larson (1984, p.155) also asserts that it is the collocates that determine which meaning is indicated in a given phrase or sentence. In other words, the word “part” does not have the same meaning in “Of the one part” and “Of the other part”, and the word “authorization” does not also have the same meaning in “with authorization” and without authorization” in English. Thus, due to the collocates “”Of the one” and “Of the other” we understand the meaning of the lexical item “part”. It is also the same with authorization, the collocates “With” and “Without” enables us to understand the word authorization.

Larson (1988 p.160) asserts that languages do change and there is constant extension or reduction of the collocational range of a word.

Newmark (1988, pp. 41- 42) warns that in many types of texts (legal, administrative, dialect, local, cultural), the temptation is to transfer as many SL (source language) words into the TL (target language) as possible. For instance the words “*sans ecrit*” can only be translated in the legal text as “not in writing” and not as “without writing”.

Murici (2016) also advises that one of the tasks for a translator is to recognize linguistic uncertainty that have occurred, intentionally or unintentionally, in the original text and wherever possible, the translator should always try to clarify or make the word more precise or less ambiguous. She states that the best way to avoid polysemy is to replace ambiguous words with concrete language. Alimi (2013, p.18) cited in Murici (2016), suggests that ambiguous words should be avoided and substituted with another word which is tantamount and monosemic.

From the literature cited above, it is inferred that the translation of collocations may be challenged by the use of equivalents of the source text lexical items for translation into the target text. This may impact negatively on the outcome of the translation. The study examined the

strategies that enable eliminate ambiguity and polysemy and render appropriate and desired product from the translation of the source text.

The study also assessed the concordance and accuracy of translation of collocations from the source text into the target. The text that was used for the study, is an administrative and tax manual, designed for nongovernmental associations in Togo under the Act (*Decret*) No. 92-130/PMRT of 27th May 1992. The study therefore has relevance to collocation in legal texts. It was therefore necessary to look at the studies done on legal translation.

Studies on Legal Translation

Legal translation is a special and specialized area of translational activity. This is due to the fact that legal translation involves law and such translation can, and often does, produce not just linguistic, but also legal impact and consequence because of the special nature of law and legal language. Legal translation is a complex process that requires special skills and experience on the part of the translator to produce such translation (Murici 2016).

The study assessed the ease with which collocations in the source text (a legal document) are translated into English, as well as the impact on the quality of translation.

Defintion of Legal Translation

Murici (2016) defines legal translation as “the rendering of legal texts from the source language into the target language.”

Simmonaes in her article “Challenges in legal translation”, states that “legal translation is a specific type of translation for special-purpose, differing from other Language for Special Purposes (LSP) translations in that law is in the language”. She further notes that legal translation is inherently linked to the particular legal culture of its source text which more often than not is different from the legal culture of the target text.

Types of Legal Translation

Legal translation can be classified into following categories.

“There is the legal translation for normative purpose. It refers to the production of equally authentic legal texts in bilingual and multilingual jurisdictions of domestic laws, international legal instruments and other laws. Often such bilingual or multilingual texts are first drafted in one language and then translated into another language or languages. They may also be drafted simultaneously in both or all languages. In either case, the different language texts have equal legal force and one is not superior to another irrespective of their original status”. (Murici, 2016).

Examples of these legislation are the bilingual jurisdictions of Cameroun, Canada and Hong Kong, and the multilingual jurisdictions of NATO, ECOWAS, EU and UN.

Then there is the legal translation for informative purpose, with constative or descriptive functions. This includes translation of statutes, court decisions, scholarly works and other types of legal documents if the translation is intended to provide information to the target readers. This is mostly found in monolingual jurisdictions. Such translations are different from the first category where the translated law is legally binding. In this category, the source language is the only legally enforceable language while the target language is not. (Murici, 2016).

The source text falls under this category because the legal document is intended for associations in a monolingual jurisdiction of Togo. The translation is intended to provide information to associations and individuals in Ghana but is not legally enforceable in Ghana.

Legal text types

Simmonaes (2016) states that legal texts is a broad category, which has to be defined more narrowly drawing on some classifications found in recent literature, keeping in mind that classifications are always made for a particular purpose.

Among some of the studies on legal texts are that of Hickey (1998, 224) retrieved from Simmonaes (2016) in which legal texts are demarcated according to (1) the purpose of the text (making or amending the law or regulating relationships between persons) (2) the text type (being informative, normative or communicative) and (3) language use and style and (4) reference to the declarative and encyclopaedic knowledge.

Murici (2016) asserts that legal translation refers to the rendering of legal texts from source language into target language. She highlights that the purposes of the target language text can be classified into the following categories – legal translation for normative purposes and legal translation for informative purposes.

According to Murici,

“legal translation for normative purposes refers to production of equally authentic legal texts in bilingual and multilingual jurisdictions of domestic laws, international legal instruments and other laws. Often such bilingual or multilingual texts are first drafted in one language and then translated into another or other languages. In either case, the different languages texts have equal legal force and one is not superior to the other, irrespective of their original status. Examples of such are legislation in bilingual jurisdictions such as Canada, Hong Kong and Cameroun and multilingual legal instruments of the United Nations (UN) and multilingual laws of the European Union (EU). Here the communicative purposes of the source language and the target language are identical. Further, she explains that there is the legal translation for informative purposes, with

constative or descriptive functions. The translation is intended to provide information to target readers. This is mostly found in monolingual jurisdictions. In this case the source language is the only legally enforceable language while the target language is not. It may be for informative purpose or benefit of foreign languages” (Murici, 2016).

Radegundis (2009) looks at how cultural elements in technical texts are handled. She informs that linguistic manifestations of culture in texts range from word level, to syntax, to style, to text and to the pragmatic social function. She states that texts are generally standardized for their function. Different legal structures can have an impact on the text level, and needs sufficient sufficient background knowledge of the translator to solve problems.

From the foregoing, it is agreed that legal text need to be standardized and also need to have restrictive meanings to avoid ambiguity and polysemy. It is therefore necessary that legal texts are examined to ascertain the frequency of collocations in legal text and how collocational competence can impact positively on the translation of legal texts.

Owing to this, this study found it necessary to ascertain the association of collocations with legal text, their characteristics and the possible solution to their translation and their implications for translation.

The Literature confirms that collocations are a pervasive phenomenon and pose challenges to learners and translators. It is also noted that translation of legal text is “inherently linked to the particular legal culture of its source text, which more often than not is different from the legal culture of the target text”. The aforesaid informs the necessity to investigate the problems encountered in translating collocations from technical and legal text.

1.6 Methodology

The case study design was used for this corpus-based research. The study was done between May 2018 and March 2019. The contrastive analysis was used. The need for this type was to enable ascertain the frequency of collocations in the texts to be studied and understand the attributes of both the source and target texts. This was done by determining whether an association exists between the lexical item in the source text and the target text.

The source text was read several times to understand what the text was about and know the category of text. From the initial reading which Larson (1984, p.53) refers to as exegesis, I realized that the text is a procedural discourse as described by Larson (1984 p.399). The text can also be described as a normative and informative legal text as classified by Murici (2016).

Subsequent readings of the text confirmed that the text as both technical and administrative. The technicalities were informed from the terminology of the text. For instance, the term “*indemnité compensatrice*” translated as compensatory damages is a legal and technical term. The text is administrative because it has certain cultural traits – the format of appointment letter for fixed term had a standard layout which demands compliance both in the French format and English format. The letter must first be dated in a specific form, have a salutation and the contents must include conditions of appointment, designation, duration, work hours, remuneration and benefits due the employee.

The phaticism “Yours faithfully” was not translated lexically but according to the form used in the different languages. The words “Yours faithfully” is seen as a collocation because the collocates “faithfully” and “sincerely” implies varied meanings when used as designation. “Yours sincerely” is used when the salutation states the name of the recipient for instance “Dear Mrs Tamakloe”, while “yours faithfully” is used when the salutation is very formal as prescribed “Dear Sir” or Dear Madam”.

An initial draft translation of the text was done and an extraction of collocations from the text was done to ascertain the meanings of the words and their possible translation in English. Then, the list of words and collocates were analyzed within the context of the text, to ascertain the matched meanings from dictionaries and reference tools such as tenancy agreements and appointment letters. An evaluation of the translation was done and then further consultation from memory databases from the net and law dictionaries was done.

Other complementary methods including the analysis of machine translated documents, the use of technical literature and the use of various documents such as technical and professional reference tools were used to ascertain the relationships between the variables in the source and target texts.

Data used was the text from an extract from “*Guide juridique et fiscal des Associations au Togo*” *Tome II* and the translated text. Key verification tools used were The English Law Dictionary, the Robert and Collins Bilingual Dictionary, the tenancy and labour acts, machine translation, computer assisted memories for translation and human translation.

The simple random technique was used; various types of collocations were sampled. Considerations for selection were linguistic and non-linguistic characteristics.

1.7 Organization of the work

This translation project is divided into three main chapters.

Chapter one introduces the reader to the study thus providing them with the background to the project work, the general objectives from which flow the specific objectives of the research.

The relevance of the study, limitations of the study, then the literature review which provides an insight on other researchers’ ideas about the subject matter of collocations. This is

followed by methodology which is the procedure and process of the study, an analysis of the source text and finally the organization of the project work.

Chapter two contains the actual translation – the source text (French) into the target text (English) juxtaposed in corpora alignment to allow for easy reading, comparison and analysis. The translation is preceded by a description of the source text.

Chapter three contains the analysis and discussions on the translation project as well as conclusions of the study.

The concepts to be tested are concordance as defined by Larson (1984) as “consistent matching of lexical items”. The equal frequency rule of Newmark will be tested.

1.8 Relevance of the study

Results of the study of Anari & Ghaffarof (2013) in their article “The Effect of Collocational Competence on Translation Accuracy of Translation Trainees” indicated that there is a significant relationship between the receptive knowledge and productive knowledge of lexical collocations and grammatical colligations and the accuracy of the translation.

Lexical priming, according to Khamkein (2015), refers to when we are primed (readied by our prior experience of words) to expect words to be in the units of other words (their collocations) and also expect words to appear in a certain grammatical situation (grammatical colligations) and in certain positions in text and discourse (their textual colligations). Khamkein suggests that collocations are seen to be closely related to the psychological phenomenon of priming that arises from a language speaker’.

Khamkein’s assertion therefore informs us that collocations are language-specific and culture specific. For instance, the translation of the word combination “*rupture de contrat*” from French into English as “*breach of contract*” or “*termination of contract*” will depend on the cultural context and the register in English.

Justerson and Katz (1994) retrieved from Yan Jian's article; collocations are recurrent combinations of words that co-occur more often than chance. Collocations like terminology tend to be lexicalized and have a somehow restricted meaning than the surface form suggested..

From the above observations, there is no doubt that the acquisition of collocational competence is relevant to the minimization of ambiguity and polysemy in the use of lexical items in technical and administrative text. For instance, collocational competence will enable a person to accurately translate "*abandon de poste*" to "vacation of post". This is because the word "abandon" has similar meanings in French and English. The fact is in English the phrase "abandon a post" does not sound natural. Vacation of post is what is used for a worker who quits his post without notice.

The study will enable students appreciate the relevance of collocations in technical text and help build a glossary of collocations from the technical and administrative text. It will also help to ascertain the validity of the assertion that collocations are important and play an essential role in language learning as suggested by Xiujuan Zhou (2016) in his article.

This case study is important to translation studies at this point in global history due to the globalization and integration of systems, which require the accurate communication of policies and information worldwide. It has been noted that collocations are important and play an essential role in language learning. This requires a common understanding of concepts and notions and how, these are labelled. According to (Howarth, 1996) quoted from the International Forum of Teaching and Studies, Vol. 12 No. 1 2016, "collocates have received increasing attention in language in recent years. They are important and play an essential role in language learning. He asserts that it is found that verb + S noun collocations are frequent and among the most difficult for the learner.

The study will help build a glossary of legal text collocations that will help students who are interested in learning language in the area of technical collocations. The study will also assess the validity of the assertion of Larson (1984) that languages do change and there is constant extension or reduction of the collocational range of a word.

CHAPTER TWO

Translation project

2.0 Introduction

In this chapter, the source text was translated from French to English and the focus is the translation of collocations in an administrative manual from French to English. Collocations in the source text have been emboldened and the translation into English has also been emboldened. In some cases, whole paragraphs have been emboldened not because they are collocations but because the the collocations do not immediately follow each other but are separated by other

content words, and also because the entire clauses or paragraphs enable easier translation as it enables a clearer meaning of the context and scope of the text.

The formatting of the translation does not flow in a regular pattern because there are various documents formatted in various forms.

2.1 Source Text

Non-governmental organizations have for the past few decades been very instrumental in developmental activities in the North and the South. For instance, CUSO which was known as Canadian University Service Organization has been very instrumental in placing cooperants and volunteers from Canada to states in Africa for technology transfer and also for enhancing social justice among African populations through training of civil society organizations and associations. CUSO has her programmes under the management of Voluntary Service Overseas (VSO), a British nongovernmental organization.

Within the increasing relevance of nongovernmental organizations and civil society organizations and associations, these organizations tended to perform administrative and bureaucratic functions including that for Farm based organizations and community based organizations with proven efficiency in their development agenda.

It became necessary for the organizations that depended on public and donor funds to regularize their activities and be accountable. The managers of such associations had to know and apply the rules of engagement including the use of accounting principles and the management of human resource, to maintain order.

As a result, CUSO as an organization on 27th may 1992 agreed to be subject to the law of the Government of Togo No. 92-130/PMRT, which regulates the NGOs rules of cooperation between the non-governmental organizations and the government. The text is a legal and tax

manual for the non-governmental associations in Togo and is in two volumes. An extract from the second volume is being used as the source text. As a legal guide (manual) the discourse genre is procedural and hortatory.

The source text consists of 8,439 words. The entire volume is divided into three chapters. Chapter one is on work contract, chapter two is on tenancy contract and chapter three is on insurance contract. The source text treats chapters one and two from pages 13 to 53 in accordance with the rules of translating a maximum of 8500 words.

This study starts with an introduction, objectives of the study, theoretical and conceptual framework, limitations of the study, literature review, methodology, findings, conclusions and recommendations.

Translation of Source Text into Target Language

SOURCE TEXT (FRENCH)

TARGET TEXT (ENGLISH)

**GUIDE JURIDIQUE ET
FISCALE DES ASSOCIATIONS**

AU TOGO

TOME 11

**(Contrats – Comptabilité –
Fiscalité)**

CUSO TOGO

INTRODUCTION

C'est bien souvent *dans l'euphorie* que les fondateurs procèdent à la *création de l'association, galvanisés par la noblesse* et la *hardiesse des objectifs* sans se soucier des *difficultés* qui pourraient *survenir en cours de fonctionnement*. *L'actuelle floraison d'associations témoigne* un peu de cette insouciance *même si par ailleurs*, elle pouvait *constituer la preuve d'une certaine ouverture démocratique*. Sur le plan social et économique, l'association peut se révéler *un formidable outil d'intervention* avec un *énorme potentiel de mobilisation de bonnes volontés* et de

**LEGAL AND TAX MANUAL FOR
ASSOCIATIONS IN TOGO,**

VOLUME II

Contracts – Accounting – Taxation

CUSO TOGO

INTRODUCTION

Founders are *spurred on* to *form an association* because of the *legitimacy* and *sustainability of goals*, without considering *potential operational challenges*. The *current proliferation of associations reveals* this lack of consideration, *though*; it could be *proof of the emergence of democracy*. Socio-economically, associations has proven to be strong *intervention tools* with *great potential* for the *fostering of goodwill* and *mobilizing of resources*. Thus, they *relieve the state and districts* of some developmental obligations. These associations have proven to be equally

ressources pour *relayer l'Etat* et les collectivités locales dans les tâches de développement *avec autant d'efficacité* et beaucoup moins de moyens. *En matière culturelle, elle a déjà fait ses preuves.*

However, *il n'est pas rare que l'aventure tourne court face à la dure réalité de la vie associative.* Les bonnes volontés *se lassent peu à peu devant l'ampleur* des tâches administratives et *s'épuisent dans une gestion improvisée.*

Cela suffit largement à administrer, s'il en était encore besoin, la preuve que les bonnes volontés *doivent s'accompagner* d'une gestion rigoureuse et méthodique.

C'est particulièrement vrai pour les associations qui reçoivent des fonds des organismes privés ou publics pour réaliser leurs projets et qui doivent de ce fait, *en rendre compte.* Les dirigeants et les membres des associations doivent connaître et appliquer *les règles*

highly efficient and *effective* in the use of resources.

However, *these ventures often end abruptly* due to the *stark reality* of *associative life.* The goodwill *is gradually lost in relation to* the scale of administrative tasks and *deteriorates into a makeshift management.* That is enough proof that goodwill *should come with* organized management. This applies especially to associations that receive funds from private or public organizations to carry out their projects and *must* therefore *be accountable.* The managers and *association members* ought to know and apply the *required rules of accountability* and *human resource management* because *unregulated*

élémentaires de comptabilité de gestion du personnel car la gestion fantaisiste tue

la confiance et crée des tensions internes.

Un premier tome de ce *guide axe principalement* sur la *création de*

l'association avec supplément de brèves indications sur le fonctionnement avait

pour objectif de fournir aux associations les informations juridiques nécessaires

au respect de la loi et au *fonctionnement normal* des organes. Aujourd'hui,

l'ambition est d'aller plus loin dans les *matières abordées* et dans les *solutions*

retenues. Aller plus loin en proposant aux membres et aux dirigeants des

associations un outil de référence comportant des éléments suffisamment

précis en détaillés susceptibles de les aider à résoudre la plupart des *problèmes*

de fonctionnement.

Conçu pour rendre service, ce guide se veut plutôt pratique, il *ne nourrit donc*

aucune ambition théorique.

management kills trust and creates *internal rift*.

The first volume of this *manual focuses* mainly *on* the *formation of associations*

with *additional brief information* on their operations, with the goal of providing them

the necessary legal information *in respect of* the law and *routine operations* of

associations.

Today, the *aim* is to *dwell further* on the *subjects tackled* and the *endorsed*

solutions. Further, to propose to members and managers of associations, *a reference*

tool of adequately precise and detailed components, *which would* help to resolve

most of the *operational problems*.

Designed for providing service, this manual's *prime aim is strictly practical*.

Tenant compte du fait que les associations sont de plus en plus *amenées à effectuer* des opérations économiques en vue d'atteindre les objectifs statutaires, le présent guide comporte deux parties :

- La première partie est purement juridique, elle présente avec illustrations à l'appui (modèles de lettre et de contrat) les *principaux contrats* que l'association *conclut* habituellement : *le contrat de travail, le contrat de location d'immeuble et le contrat d'assurance.*
- La deuxième partie consacrée à la comptabilité et à la fiscalité, *expose les principes de base*, fournit les indications sur la manière d'organiser et de gérer les comptes d'une association de dimension moyenne et traite ensuite des questions fiscales *en rejetant* quelques idées reçues sur l'exonération des associations.

The manual has two parts, taking into account that, *associations are increasingly geared to perform* economic tasks towards attaining statutory goals.

- • The first section is clearly legal and uses illustrations to *enhance*, through (model letters and contracts) the *main contracts* that an association usually *draws up - employment contracts, lease contracts and insurance policies.*
- The second part which focuses on accounting and taxation, *explains the fundamental principles* and provides information on the organisational structure for managing the accounts of medium scale associations and treating tax issues *while rejecting* some *recommendations* on the exemption of associations

PREMIERE PARTIE

LES CONTRATS DE

L'ASSOCIATION

C'est par la *conclusion des contrats* que l'association *noue des relations avec ses partenaires internes et externes* dans le cadre de son *activité*. Les contrats d'une association sont très nombreux, leur importance et leur contenu sont variables. Parmi les contrats les plus courants, certains paraissent pratiquement indispensables au fonctionnement de l'association. Il s'agit :

- du contrat de travail (chapitre I)
- du contrat de location d'immeuble (chapitre II)
- et du contrat d'assurance (chapitre III).

Chapitre I.

LE CONTRAT DE TRAVAIL

SECTION ONE

CONTRACTS OF THE ASSOCIATION

It is through the *drawing up of contracts* that the association *builds relations with her local and foreign partners* within the framework of her *business*. The contracts of an association are very many, their importance and contents are varied. Among the most frequent contracts, some seem practically indispensable to the operation of the association. They are:

- Employment contracts (Chapter I)
- Lease contract (Chapter II)
- Insurance policies (Chapter III)

CHAPTER ONE

EMPLOYMENT CONTRACT

L'association qui emploie des salariés ne bénéficie pas d'aucun statut particulier, les rapports nés à cette occasion entre l'association et ses employés *sont régis par* le code du Travail, la législation sur la sécurité sociale et la Convention Collective Interprofessionnelle du Togo. Ces rapports sont également soumis s'il y a lieu à la Convention Collective la branche d'activité concernée (exemple Convention Collective Du) et au règlement intérieur de l'entreprise. L'article 1er du Code du Travail de 1974 dispose que ce code « régit les rapports professionnels entre employeurs et travailleurs. Dans une association le personnel est en principe engagé par le Président ou son délégué. *A cette occasion, il sera conclu ce qu'on appelle un contrat de travail c'est-à-dire un accord de volontés entre l'employé et l'employeur qui s'engagent*

The association, that hires staff, *is not protected* by any *special* statute/law. The relations *borne between* the association and her employees are *regulated by* the Labour Act, the legislation on social security and the collective bargaining agreement of Togo. These relations are also subject, *where necessary*, to the collective bargaining agreement of the *sector activity* concerned e.g. collective bargaining agreement of and internal regulations of the enterprise..

Article 1 of the Labour Act of 1974 *provides* that this Act “regulates the professional relations between employers and employees”

In an association, the personnel is *in principle* hired by the *Managing Director* or *his representative*. *In this case, it will be agreed that an “Employment Contract” means an agreement to consent between an employee and an*

mutuellement l'un a offrir ses services et l'autre à lui payer la contrepartie de ses services, le salaire.

Déjà, *au niveau du recrutement*, l'association doit veiller à ce que tout se passe dans les règles de sorte que la vie professionnelle se déroule sans malentendu et que la rupture du contrat de travail ne nuise pas aux intérêts de l'association.

Ces préoccupations amènent à envisager trois (3) points :

- Le recrutement du personnel salarié ;
- Le déroulement de la vie professionnelle ;
- La rupture du contrat de travail.

Il conviendra d'ajouter un quatrième point relatif aux bénévoles qui sans être liés à l'association par un

employer, in which they mutually commit that X offers X's services and Y offers to pay to X a consideration for his services, the salary.

In practice, *in recruiting staff*, the association *should ensure that all is done within the law such that the occupational life* runs without any misunderstanding and that the *termination of work* contract does not *adversely affect* the interests of the association

Three points are considered:

- The recruitment of salaried employees
- The span of occupational life
- The termination of work contract

It is necessary to add a fourth point pertaining to volunteers who may not be linked to the association by work contract

contrat de travail *collaborent tout de même à son activité.*

LE RECRUTEMENT DU PERSONNEL SALARIE

Cette opération *consiste à* susciter et à recueillir les candidatures des personnes qui s'estiment compétentes pour un poste donne. L'article 7 de la Convention Collective Interpersonnelle du Togo dispose « l'engagement individuel des travailleurs a lieu par écrit conformément aux dispositions légales et réglementaires en vigueur. Le recrutement se fait donc individuellement et par la conclusion d'un contrat de travail.

La possibilité de cumul d'une fonction salariée par les dirigeants

Les statuts *imposent habituellement* la gratuite des fonctions d'administrateur mais n'interdisent pas qu'un administrateur puisse cumuler les

but all the same *contribute to her business.*

THE RECRUITMENT OF SALARIED STAFF

This *activity consists in creating a pool of applicants* who *are deemed eligible* for a given post. Article 7 of the collective bargaining agreement of Togo provides that "the employment of individual workers is done *in writing in accordance with* legal provisions and *regulations in force.*" The recruitment is thus done individually and through the establishment of an employment contract.

The possibility of *combining the roles* of an employee and managerial *ones* by managers

The *statutes usually compel* the flexibility of administrative functions but do not forbid that a director can combine his role with that of an employee of the

fonctions avec celles de salarié de l'association. Il faudra alors que la fonction salariée *corresponde à un emploi réel*, se distingue nettement de la fonction de dirigeant et mette l'administrateur dans un état de subordination vis-à-vis de l'association.

D'une manière générale, les décisions de recrutement doivent *s'inscrire dans une politique d'ensemble*. Ces décisions viseront à donner à l'association les moyens nécessaires à *la réalisation des objectifs fixés* dans les statuts et précises *le cas échéant*, dans le cadre d'un projet particulier.

Souvent les *parties au contrat*, l'employeur et le salarié, conviennent avant de *s'engager définitivement* de recourir à une *période d'essai*.

1 – *L'engagement à l'essai*

Définition : La Convention Collective Interprofessionnelle prévoit que (article 9) « tout travailleur recrute est soumis à

association. It is therefore necessary that the role of the employee is *of actual employment*, is clearly distinct from the role of the manager and puts the administrator in a subordinate state vis-à-vis the association

As practice, the decisions on recruitment must be *within the scope of general policy*. These decisions aim at granting the association the requisite means for the *achievement of set goals* in the legislation and defines *where appropriate* the *goals within the framework of a specific project*.

Often, the *contracting parties*, the employer and the employee, *agree* before they wholly consent to resort to *probation*.

Probation

Definition: The collective bargaining agreement provides in Article 9 that “any worker employed is subject to a probation

une période d'essai dont le but est de permettre à son employeur de se rendre compte de son aptitude à remplir de façon satisfaisante les tâches qui correspondent à l'emploi postulé ». Il est évident que cette période d'observation ne peut durer in définitivement. Le Code Togolais du Travail *pose une règle générale* en énonçant que l'engagement à l'essai ne peut être conclu pour une *durée supérieure au délai nécessaire* pour mettre à l'épreuve la personne à engager.

- **Le déroulement de l'essai**

Les *modalités d'application* de cette règle sont contenues dans l'article 9 de la Convention Collective. Ainsi, la durée de *la période d'essai est fixée à :*

- Un mois, *renouvelable une fois* (deux mois maximum) pour les ouvriers, employés et assimilés;

of which the goal is to allow his employer to evaluate his capacity to perform in a satisfactory manner the tasks to the post applied for. It is obvious that this evaluation period will not be forever. The Labour Act of Togo *sets a general rule* clearly stating that the subjection to probation *cannot be for a period beyond the defined duration for evaluating* the person to be employed

- **The Probation Period**

The *laid down procedures* are in Article 9 of the collective bargaining agreement.

Thus, the *duration of probation is set at:*

- One month, *renewable once* maximum of two months for labourers, workers and other categories

- Trois mois renouvelable une fois (six mois maximum) pour les agents de maîtrise, techniciens et assimilés
- Six mois non renouvelable pour *les cadres et assimilés*
- Huit jours renouvelables une fois pour *les travailleurs payés à l'heure*.

Pendant l'essai, l'employeur ne peut refuser de payer l'employé, il doit *au contraire* lui garantir le salaire minimum de *la catégorie professionnelle* de *l'emploi à pouvoir*.

- La fin de l'essai

Sauf abus, au cours de la période de l'essai il est loisible aux parties de rompre la relation de travail sans préavis ni indemnités.

A la fin de la période convenue, si l'essai ne s'avère pas concluant, les deux parties *se donnent mutuellement congé: leurs relations s'arrêtent là*. En revanche, lorsque l'engagement est

- Three months renewable once, maximum of six months for supervisors, technicians and other categories
- Six months non-renewable for *senior staff and other categories*
- 8 days renewable once for *hourly workers*

During probation, the employer cannot refuse to pay the employee, he shall *instead* grant him the minimum salary of his *professional grade* at the *granting employer*.

- The End of Probation

In cases of abuse during the probation, the parties are allowed to end the employment relations without notice nor compensation. At the end of the agreed period, if the probation is not successful, the two parties *relieve themselves consensually as their relations end there*. On the other hand, when the employment is confirmed (this could happen before the end of the

confirmé (cela peut arriver même avant la fin de l'essai) il peut l'être par écrit *après contrôle du service de la main d'œuvre*. L'article 161 du Code du Travail *interdit en effet tout recrutement direct c'est-à-dire sans l'intervention du service la main d'œuvre ou de ses bureaux régionaux*. Cette *procédure trop contraignante* est très peu suivie en pratique.

En principe, *l'écrit n'est pas exigé* sauf pour *le contrat à durée déterminée* et pour l'engagement à l'essai.

probation), confirmation could be done in writing *after evaluation by the human resource department*. Article 161 of the Labour Code actually *prohibits any direct employment, that is to say, without input contribution of the human resource department or the branches of the association*. This *cumbersome procedure* is seldom followed in practice.

In principle, *written confirmation* is not required except *for fixed term contract* and for probation.

Les formalités lors du recrutement

Quelques *formalités doivent être accomplies* au moment du recrutement.

Le travailleur devra produire:

- Un *casier judiciaire* de moins de trois mois
- Un *déclaration de résidence habituelle*
- Un *acte de naissance* ou toute pièce en tenant lieu
- A ces documents s'ajoutent, s'il y a lieu, les certificats d'emplois antérieurs ou les diplômes obtenus. Le candidat a un poste sera en outre soumis a un examen médical.
- La fin de l'essai

Sauf abus, au cours de la période de l'essai il est loisible aux parties de rompre la relation de travail sans préavis ni indemnités.

A la fin de la période convenue, si l'essai ne s'avère pas concluant, les

Procedures for appointing staff

Certain *procedures must be followed* during appointment. The worker should provide

- A *police clearance* of less than three months
- A proof of *place of permanent residence*,
- A *birth certificate* or similar document.
- Former employment references or certificates should be added to the above-mentioned documents, where possible.
- The applicant to a post would also undergo a medical examination.
- The end of probation

Except for excesses, during the probation, the parties are allowed to end the employment relations without notice nor compensation.

At the end of the agreed period, if the probation is not successful, the two parties

deux parties *se donnent mutuellement conge: leurs relations s'arrêtent là*. En revanche, lorsque l'engagement est confirmé (cela peut arriver même avant la fin de l'essai) il peut l'être par écrit *après contrôle du service de la main d'œuvre*. L'article 161 du Code du Travail *interdit en effet tout recrutement direct c'est-à-dire sans l'intervention du service la main d'œuvre ou de ses bureaux régionaux*. Cette procédure trop contraignante est très peu suivie en pratique.

En principe, *l'écrit* n'est pas exigé sauf pour *le contrat à durée déterminée* et pour l'engagement à l'essai.

relieve themselves consensually as their relations end there. On the other hand, when the employment is confirmed this could happen before the end of the probation, confirmation could be done in writing *after appraisal by the human resource department*. Article 161 of the labour code actually *prohibits any direct employment, which means, employment without input contribution of the human resource department or the branches of the organization*. In practice, this very restrictive procedure is seldom followed.

In principle, *written confirmation* is not required except *for fixed term contract* and for probation.

Schéma d'une lettre d'engagement à durée déterminée

Date

M.....

Je vous confirme les conditions de votre engagement au service de notre association.

L'engagement prend effet le (date)

Vous êtes engagé(e) en qualité de

pour tenir emploi de

*Le présent contrat est conclu pour l'exécution des travaux suivants ; (description sommaire des taches) pour une durée
(renouvelable – non renouvelable).*

Vous bénéficierez du statut résultant des conventions collectives qui sont applicables à votre profession et au personnel de votre catégorie professionnelle.

Votre rémunération mensuelle brute est de

Votre horaire est celui en vigueur dans l'établissement.

Fait à le

Layout of appointment letter for fixed term

Date

Dear Sir/Madam,

I wish to confirm the conditions of your appointment with our association The *appointment takes effect* from the (date).

You are appointed as (designation) with your duty station as (department)

This contract is for the execution of the following tasks (job description) for a renewable or nonrenewable duration of

You are covered by the collective bargaining agreement applicable to your profession and to staff of your grade.

Your monthly gross salary is (amount)

Your work hours are those in force in the association.

Done on of the month....., (year

Pour faciliter le recrutement, l'association *gagnera a établir à l'avance le profil du candidat à recruter* en tenant compte des objectifs, des prévisions d'évolution de poste, de qualités exigées pour la tenue du poste et de l'équipe déjà en place dans laquelle le candidat viendra s'insérer.

To facilitate the recruitment, the association will *do the profile of the applicant in advance*, considering goals, the foreseen grades to the post, the requisite qualifications for the post and the existing team with which the candidate will work.

2 – La rédaction du contrat de travail

Après l'engagement, il importe de procéder le plus tôt possible à la rédaction d'un contrat de travail ; un document contenant les éléments suivants : *une description sommaire des taches* (une description plus détaillée pourra y être annexée), la durée de la fonction, le montant du salaire, *les avantages sociaux*, les *heures du travail* etc..... Certains de ces éléments présentent *un grand intérêt*.

- La durée du contrat
- La distinction des contrats quant à leur durée

Il est important de savoir *si la durée est déterminée ou indéterminée*

La durée est déterminée lorsque les parties *prévoient dans le contrat une date précise* à laquelle l'employée *cesse toute activité* (exemplaire à *l'achèvement des travaux* pour lesquels

2 - The *drawing up of the contract*

After appointment, it is important to proceed as soon as possible to the *drafting of an employment contract*; a document containing the following elements: *a brief job description* (a more detailed description may be attached), the duration of the post, the gross or net salary, *the fringe benefits*, the *hours of work* etc ... Some of these components are *very important*

The Duration of the Contract

* The difference in contracts as to their duration

It is important to know whether the *duration is definite or indefinite*

The duration is fixed term when the parties *provide in the contract a specific date* on which the *employee stops work* (copy of applicant's *performance evaluation for the work* for which

le travailleur a été recruté). La durée d'un tel contrat *ne peut excéder deux ans*.

Le contrat est à durée indéterminée quand le travailleur a été engagé sans condition particulière concernant la durée. Dans une telle hypothèse, il va assumer ses fonctions tant qu'aucun évènement venant de lui (décès, incapacité, démission) ou de son employeur (cessation d'activité, licenciement...) ne viendra y mettre fin. Il faut ajouter que le juge assimile un contrat à durée déterminée ayant fait l'objet de *renouvellements successifs* a un contrat à durée indéterminée

the worker was recruited). The duration of such a contract *may not exceed two years*.

The contract is for an indefinite period when the worker has been hired without any special conditions regarding the duration. In such a case, he will assume responsibility as long as no event coming from him (death, incapacity, resignation) or his employer (closure of business, dismissal ...) ends it. It should be added that the judge will consider a fixed-term contract which has been subject to *subsequent renewals* as an indefinite contract.

SCHEMA DE CONTRAT A DUREE DETERMINEE

(Sans terme précis)

Entre les soussignes.

L'Association dont le siège est à

Représentée par M.....

Et

M.....demeurant

Il a été convenu ce qui suit :

Article 1^{er} : Engagement

L'Association engage M.....en qualité de

.....

dans le cadre d'un contrat à durée déterminée à compter du

Cet engagement est conclu conformément aux dispositions de la Convention Collective Interprofessionnelle du Togo.

Article 2 : Objet

Cet engagement est conclu :

- (soit) en raison de l'accroissement temporaire d'activité résultant de (préciser)
- (soit) en raison de l'absence pour cause de (maladie par exemple) de employé en qualité de
- (soit) dans le cadre de la réalisation du projet.....

Remarque : Il est important de retenir l'objet qui correspond précisément à la situation.

Article 3 : Durée

Sous réserve du résultat de la visite médicale décidant de l'aptitude de M..... au poste proposé et d'une période d'essai de mois de travail effectif au cours de laquelle il pourra prendre fin à tout moment, le présent engagement conclu pour une durée d'au moinsmois aura pour terme

- (soit) la fin de la saison de.....
- (soit) la fin de l'absence de M.....
- (soit) l'achèvement du projet ci-dessus mentionne.

Article 4 – Fonctions

M..... exercera les fonctions de.....

A ce titre M..... sera notamment charge desous la supervision de

Article 5 : Rémunération

En contrepartie de son activité, M..... percevra un salaire fixe mensuel brut deF CFA pour un horaire hebdomadaire de heures

M..... bénéficiera en outre de :

-
-

Préciser les diverses primes, indemnités et avantages en nature dont bénéficie le salarié.

Fait à le.....

en double exemplaire

M..... L'Association.....

FORMAT OF A FIXED TERM CONTRACT (Without specified terms)

Between the undersigned:

The Associationwhose head office is situated at

.....Represented by M.....

and

M residing at.....

It has been agreed as follows:

Article 1: Appointment

The Association appoints M..... as.....

under a fixed-term contract from

This appointment is made in accordance with the provisions of the Togolese collective bargaining agreement.

Article 2: Purpose

This appointment is made:

- either for the temporary increase in business resulting from (specify)
- or for the purpose of the absence due to (illness for example) of employed as agreed or for the completion of the project

NB: It is important to state the subject and specific purpose.

Article 3: Duration

Subject to the results of the medical examination which determines the suitability of Mr for the position offered and a probation period of months of actual work during which it may be terminated at any time, this appointment is made for a period of at least month (s) and will end

- either at the end of the season of
- or at the end of the absence of M
- or on the completion of the above mentioned project.

Article 4 - Duties

M will perform the duties of

For this position M will be in charge of under the supervision of

Article 5: Remuneration

For his service, M will receive a gross monthly salary set at F CFA for a weekly schedule of hours

M will also receive:

-

-

Clearly state the bonuses, allowances and fringe benefits to be enjoyed by the employee.

Done at the.....

in duplicate copy

M

The Association.....

• Les obligations des parties

Obligations of the Parties

*Les obligations du salarié

* The *obligations* of the employee

Le salarié doit *occupier* à la date convenue *l'emploi* qu'il a accepté de façon ferme et définitive. Occuper un emploi se traduit pour le travailleur par l'accomplissement de certaines tâches *sous l'autorité* de son employeur. Il fait le travail pour lequel il est payé et aux lieux et heures mentionnés dans le contrat. Le salarié ne peut refuser

The employee must *assume duty* on the agreed date. For the employee, assuming duty means performing duties *under the supervision* of his/her employer. He performs the work for which he is paid and at the places and hours stated in the contract. The employee cannot refuse to perform the duties pertaining to his employment. He has the *moral*

d'exécuter les tâches entrant dans le cadre de son emploi. Il *a l'obligation morale* de *rester fidèle* à son employeur et d'accomplir un travail satisfaisant sur le *plan qualitative*.

*Les obligations de l'employeur

L'employeur *fournit le travail*, ce travail doit *correspondre à l'emploi occupé par le travailleur*. Si l'employeur ne s'acquitte pas de cette obligation, le salarié qui s'est tenu à sa disposition sans recevoir le travail pourra demander réparation de préjudice ainsi subi.

L'employeur est tenu *d'appliquer l'ensemble des dispositions légales* et réglementaires régissant les relations de travail. Cela concerne notamment la durée du travail, le repos hebdomadaire, la liberté syndicale et les conditions d'hygiène et de sécurité.

*Le Salaire

L'employeur doit également verser le salaire en plus des divers avantages dont

responsibility to *remain loyal* to his employer and to satisfactorily perform his work *qualitywise*.

* The Obligations of the Employer

The employer *allots work*; this work must *relate to the job held by the worker*.

If the employer does not fulfill this obligation, the employee who avails himself/herself to the employer without receiving the work may claim compensation for the harm thus suffered.

The employer is obliged to *apply all legal and regulatory provisions* governing labour relations. These include hours of work, weekly rest, freedom of association and health and safety conditions.

Salary

The employer is required to pay salary in addition to various benefits to which the

bénéficie le travailleur. *Il délivre conformément* dispositions de l'article 29 de la Convention Collective Interprofessionnelle *un document appelé bulletin de paye ou fiche de paye*. Ce document individuel comporte la nature et le *montant* de tous les émoluments du au travailleur. Il est souhaitable que les différentes retenues opérées figurant sur le bulletin de paye de façon à éviter les contestations.

Selon le Code du Travail (article 95) le salaire *doit être payé* en francs CFA cela signifie que *même s'il est stipulé dans le contrat un paiement en monnaie étrangère*, le salarié *peut refuser la monnaie en question et exiger des francs CFA*.

Le montant du salaire ne doit en aucun cas être *inférieur au SMIG* certaines professions disposent de *grilles salariales* annexées aux conventions collectives les régissant. Le salaire étant

employee is entitled. He *issues in compliance* with provisions of article 29 of the Collective Bargaining Agreement a document known as *pay slip* or *salary advice*. This individual personal document shows the nature and *sum* of all the emoluments due the worker. It is desirable that the various *deductions* show on the *salary advice* in order to avoid any disputes.

According to Article 95 of the Labour Code, the *salary must be paid* in CFA francs, which means *that even if the contract stipulates payment in foreign currency*, the employee *may refuse the currency in question and demand CFA francs*.

The salary amount must in no case be lower than *the minimum-indexed wage* - certain professions have *salary scales* attached to the collective bargaining agreements governing them. The salary

la contrepartie du travail: tout *temps de travail non exécuté justifie une réduction proportionnelle* c'est-à-dire une amputation du gain d'un montant correspondant au temps perdu.

S'agissant de la périodicité, il faut se référer *aux usages en vigueur* dans la profession. Cependant, le salaire mensuel est le *mode le plus répandu*. Lorsque le salaire est mensuel la loi exige qu'il soit versé au plus tard huit jours après la fin du mois de travail qui donne droit au salaire.

En plus du salaire, diverses primes sont versées au salarié, elles viennent *augmenter le salaire de base*. Ce sont notamment :

- la *rémunération des heures supplémentaires* ;
- *l'indemnité de déplacement* ;
- *la prime de panier* ;
- *la prime d'ancienneté* ;

being the compensation for work, *any absence from work justifies a proportionate reduction*, that is to say a reduction of the salary by an amount proportionate to the lost time.

Regarding the periodicity, it is necessary to refer to *the practices in force* within the profession. However, the monthly salary is the *most common mode*. When the salary is monthly, the law requires that it be paid no later than eight days before the end of the month of work, which gives right to salary.

In addition to the salary, various allowances are paid to the employee; they *increase the basic salary*.

These include:

- *overtime pay*;
- *travel allowance*;
- *bracket or grade allowance*;
- *seniority allowance*;

- les autres primes ou indemnités particulières a la fonction (prime de salissure par exemple) ou à la branche d'activité considérée ; (prime de pénibilité par exemple)
L'employeur est en outre tenu de payer les *cotisations sociales* (retraites, accident de travail etc.)
- other special bonuses or allowances to the post (eg, protection allowance) or the industry concerned; (hardship bonus for instance)
The employer is also required to pay *social security contributions* (pensions, work accident, etc.)

SCHEMA DE FICHE DE PAYE

Association Mois de

B.P.

N° rue

Nom et Prénom de l'employé.....

Salaire de base

Indemnité de

Autres avantages

Total -----

Cotisations CNSS.....

Impôts (IRPP TCS ISN)

Remboursements

Total des retenues -----

Autres avantages non imposables

Total net à payer _____

Date

TEMPLATE OF SALARY ADVICE

Association Month of

P. O. Box

Street Address

Name and surname of the employee

Basic salary

Allowance

Other benefits

Total -----

Social Security contributions

Taxes (*Individual income tax*)

Refunds

Total deductions -----

Other non-taxable benefits

Net amount payable _____

Date

Le Code du Travail impose aux employeurs l'obligation de reporter sur un *registre des salaires*, les diverses *mentions* des bulletins de paie.

En fait, *l'exécution des obligations* que fait *naitre* le contrat de travail ainsi conclu sera le plus souvent échelonné sur une longue période, c'est-à-dire qu'elle va donner lieu à une véritable vie professionnelle.

II LE DEROULEMENT DE LA VIE PROFESSIONNELLE

Hormis le versement périodique des salaires au salarié en contrepartie de l'accomplissement des tâches qui lui sont confiées, l'employeur doit lui accorder régulièrement le repos et consentir la *suspension du contrat* dans certaines circonstances.

1 – Le repos du travailleur

Principe : En plus des repos quotidien et hebdomadaire, le salarié a droit à une période de plusieurs jours

The Labour Code compels employers to state on a *payroll* the various *items* on payslips.

In fact, the *fulfillment of the obligations arising* from the contract as drawn up will most often be spread over a long period of time, ie it will give rise to a realoccupational life.

II THE CONDUCT OF OCCUPATIONAL LIFE

Apart from the periodic payment of salaries to the employee in exchange for the performance of the duties assigned to him, the employer must grant him regular rest and agree to the *suspension of the contract* in certain circumstances.

1 - *Staff Leave*

Principle: In addition to daily and weekly rest, the employee is entitled to a period of several consecutive days allowing him to

consécutifs lui permettant de se détendre : c'est le ***droit au congé***. Le travailleur qu'il soit ouvrier, employé ou cadre acquiert le droit au congé annuel ***payé à la charge*** de son employeur après un an de ***service effectif***.

Notion : Le congé annuel payé se distingue des congés spéciaux ou particuliers qui sont accordés au salarié conformément à la loi et aux conventions collectives pour des ***événements familiaux*** (naissance, mariage, décès) pour des ***activités d'intérêt général*** (participation à la gestion des organismes sociaux par exemple) et pour la formation professionnelle ou syndicale.

Durée et époque : la durée du congé est de deux jours et demi par mois de travail effectif soit 30 jours par an (article 117 du Code de Travail (Labour Act)). Cette durée légale peut être majorée au profit du salarié. La date du congé est ***fixée par*** l'employeur car celui-ci est maître de

relax: it is the ***right to leave***. An ***employee***, whether a labourer or a senior staff member, earns the right to ***paid annual leave at the cost*** of his employer after one year of ***actual service***.

Notion: Paid annual leave is different from special leave or leave granted to employees in accordance with the law and collective bargaining agreements for ***family reasons*** (birth, marriage, death) for ***activities of general interest*** (for instance, participation in the management of social groups,) and for professional or union training.

Duration and span: the duration of the leave is two and a half days per month of actual work, i.e 30 days per year (Article 117 of the Labour Act). This ***approved leave period*** may be increased in favor of the employee. The date of the leave is ***set by*** the employer because he/she is the

l'organisation de son entreprise. Un salarié ne saurait, *de sa propre volonté*, remettre en question les dates fixées pour la prise de son congé annuel deux formules sont généralement utilisées pour déterminer la période: le congé par *roulement du personnel* ou la *fermeture totale pendant la saison creuse*. Le *fractionnement* est possible avec *l'autorisation* de l'employeur. En général, l'indemnité est versée au moment du départ en congé cela ne saurait constituer une exigence du salarié car elle *n'est due qu'à terme échu c'est -dire à la fin du congé*

Montant de l'indemnité : cette indemnité dite de congés payés est en principe égale au douzième de la rémunération totale perçue au cours de la période pendant laquelle le salaire a acquis son droit au congé. La rémunération comprend le salaire de base et toutes les primes et indemnités diverses qui sont versées en

director of the organization/company. A salaried employee cannot, *on his own volition*, question the dates set for him to go on his annual leave. Two ways are generally followed to determine the leave period: the creating of *leave roster of the personnel* or closure *during the off peak season*. *Splitting of leave* is possible with the authorization of the employer. Generally, leave allowance is paid at the time of departure for leave. It cannot be demanded by the employee because it is only *due in arrears at the end of the leave*.

Sum of the allowance: the *said* paid leave allowance is in principle equal to one-twelfth of the total remuneration received during the period in which the employee earned his right to leave. The remuneration comprises the basic salary and all the various bonuses and allowances paid in return for the work. This excludes

contrepartie du travail. Cela exclut les accessoires représentant un remboursement de frais (exemples : les sommes représentatives de frais professionnels, les avantages en nature).

Pour le calcul de la durée du congé annuel, les absences pour accident du travail ou pour maladie professionnelle, les périodes de *repos de la femme en couches* et les absences pour maladie dument *constatée par un médecin agréé* ne sont pas prises en compte.

2 – La suspension du contrat de travail

La suspension se définit comme l'interruption pendant un certain temps des effets du contrat de travail sans qu'il y ait rupture. Ce *mécanisme évite* la rupture dans l'intérêt des parties, chacune d'elles se trouve dispensée des obligations *qui lui incombent*: l'employeur ne paie pas de salaire, l'employé *n'accomplit pas les taches constituant* son emploi.

additional payments representing reimbursement of expenses (examples: amounts representing professional fees, benefits in kind).

To calculate the duration of annual leave, absences for accidents at work or for occupational diseases, *maternal leave* for *nursing mothers* and absence for sickness duly *certified by a licensed* doctor are not taken into account.

2 - Suspension of the Employment Contract

Suspension is defined as the *interruption* in a certain period on the goals of the contract of employment without any breach. This *process eliminates a breach* in the interests of the parties. Each of them is *relieved of* the obligations *incumbent on him*: the employer does not pay a salary, the employee does not *perform the tasks defined as* his job.

Il faut préciser que la suspension ne peut intervenir que pour certaines causes bien précises telles que :

- la maladie ;
- la maternité ;
- la grève ;
- *la mise à pied* ;
- la fermeture temporaire de l'entreprise

En réalité, le salarié ne perd pas totalement son salaire sauf en cas de grève et de suspension pour faute du salarié. Dans tous les autres cas une allocation pourra lui être versée.

Au terme de l'évènement ayant occasionné la suspension (par exemple le salarié malade est guéri) l'employeur a l'obligation de *redonner au salarié son emploi*, son refus équivaut à *une rupture du contrat* de travail.

III LA RUPTURE DU CONTRAT DE TRAVAIL

Elle peut intervenir de plusieurs manières. Les parties peuvent mettre fin

It is *noteworthy* that the suspension can only happen for certain reasons clearly stated as:

- sickness;
- maternity;
- strike;
- *layoff*;
- the temporary closure of the business

In fact, the employee does not totally lose his salary except in case of strike and suspension due to a fault of the employee.

In all other cases an allowance may be paid to him/her.

At the end of the event that caused suspension (for example the sick employee is cured) the employer is obliged to *re-engage the employee*, his refusal amounts to *a breach of the employment contract*.

III TERMINATION OF THE EMPLOYMENT CONTRACT

It can take various forms. The parties may terminate the contract by mutual consent:

par consentement mutuel au contrat de travail : il s'agit d'une rupture amiable encore appelée rupture d'accord parties. Dans ce cas, l'employeur et le salarié conviennent librement des modalités de la rupture. C'est l'hypothèse de l'employé qui quitte son emploi à la date prévue au contrat. *Ici*, la protection des parties notamment du salarié ne s'impose pas. Elle s'impose mais dans une moindre mesure en cas de démission. En revanche, cette protection *apparaît essentielle* lorsque la rupture prend la forme *d'un licenciement par l'employeur*.

1 – La démission

Notion de démission : le salarié qui *en toute liberté refuse de* continuer l'exécution du contrat de travail n'a pas en principe à bénéficier d'une quelconque protection : il ne fait que reprendre sa liberté.

Forme de la démission : La loi ne soumet la cessation du contrat par le

it is about amicable termination also known as termination through the consent of parties. In this case, the employer and the employee freely agree on the terms of the termination. In the case of an employee who leaves his job on the stipulated date in the contract. *In this case*, the *protection* of the parties especially the employee is not *mandatory*. It is necessary but to a lesser extent in case of resignation. On the other hand, this protection *becomes necessary* when the termination takes the form of *dismissal by the employer*.

1 - Resignation

Concept of resignation: the employee who *willingly refuses to* continue the execution of the employment contract *in principle, does enjoy any protection*: he only regains his freedom.

Form of Resignation: The law does not subject the termination of the contract by

salarié a aucune *règle de forme*. Il importe cependant que la *volonté du salarié soit clairement exprimé*. C'est ce qui justifie la règle posée par l'article 16 de la Convention of the collective bargaining agreement du Togo selon lequel 'la partie qui prend l'initiative de la rupture du contrat doit notifier sa décision *par écrit* à l'autre partie avec mention obligatoire du motif de la rupture »

L'employeur qui est informé verbalement de la décision de démission *doit exiger du salarié une confirmation écrite de sa main*. La lettre pourra être libellée comme suit :

Modèle de lettre de démission

Je soussigné(e) déclare donner ce jour le ma démission.

La rupture de mon contrat sera effective à l'issue d'un préavis demois, soit le

Fait à le

Signature

the employee to any *form of regulation*. It is important, however, that the *will of the employee be clearly expressed*. This is what justifies the provision in Article 16 of the collective bargaining agreement of Togo according to which 'the party who initiates the termination of the contract must notify the other party *in writing* of its decision and must state the reason for the termination.

An employer, who is informed of the decision to resign verbally, must *require the employee's written confirmation in his or her handwriting*. The letter may be worded as follows:

Sample of resignation letter

I, the undersigned wish to inform you of my resignation on this day
.....

The termination of my contract will be effective at the end of a notice of month,
being

Done at on

Signature

Démission implicite : Certains cas *peuvent poser problème* lorsque l'employeur *ne s'est pas entouré de ces précautions*. Ainsi l'absence en soi ne signifie pas une démission, il en va différemment d'une absence prolongée sans autorisation qui révèle *un abandon de poste*. *Dans le meme sens*, le juge estime que le fait pour un travailleur de quitter son travail, en demandant son compte, *en emportant ses affaires et en s'abstenant de reprendre le travail* constitue une démission.

Implied Resignation: Some cases *may pose problems* when the employer has not *taken precautionary measures*. The absence itself does not mean a resignation; it is different from a prolonged absence without authorization, which can mean a *vacation of post*. Similarly, the judge considers that the fact that a worker leaves his work, asks for his statement of account, *moves out his possessions* and *withdraws his services*, is resignation.
The resigning employee must respect the notice of resignation (**see below**). He is

Le salarié démissionnaire doit respecter le préavis de démission (**cf. Infra**). Il a droit à l'indemnité compensatrice de congé payé pour le temps de congé acquis au titre de l'année.

Démission forcée : Il peut arriver que le salarié prétende avoir été contraint à la démission par son employeur. Par exemple, à la suite d'un grave désaccord, l'employeur l'a obligé à signer une lettre de démission. Il apparaît *dans une telle hypothèse* au salarié d'apporter la preuve de cette contrainte, le juge peut retenir à l'encontre de l'employeur un *licenciement déguisé*.

Démission abusive: le travailleur a la liberté de rompre son contrat de travail, il ne doit cependant pas en abuser. Si les circonstances de la démission font apparaître de la part du salarié une volonté de nuire à son employeur, celui-ci a la faculté de demander au juge de condamner le salarié fautif à des dommages-intérêts.

entitled to the leave of absence compensation paid for the leave granted for the year.

Forced Resignation: It may happen that the employee claims to have been forced to resign by his employer. For example, following a serious disagreement, the employer forced him to sign a letter of resignation. *In this case* the employee has to provide evidence of this undue influence by his employer, the judge can bring against the employer *subtle dismissal through undue influence*.

Wrongful Resignation: the employee has the right to end the employment contract. He does not however have to abuse it. If the circumstances of the resignation appear on the part of the employee as willingness to harm his/her employer, the employer has the option to plead to the judge to award

La femme enceinte et le travailleur en grève ne peuvent faire l'objet d'un licenciement sauf faute lourde.

La protection du travailleur *est également réalisée par :*

- une procédure de licenciement ;
- un *contrôle des motifs* de licenciement ;
- l'indemnisation du travailleur licencié ;
- et la *délivrance d'un certificat de travail*.

• La procédure de licenciement

La procédure comporte deux actes importants : la notification et le préavis.

• La notification :

Définition : La notification est le fait de *porter à la connaissance* du salarié la décision de licenciement. Les modalités

compensatory damages with interests against the offending employee.

Pregnant women and workers on strike may not be dismissed except for ***gross negligence or serious misconduct***.

The protection of the worker is also ***done through:***

- a dismissal procedure;
- a *review of the reasons* for dismissal;
- compensation for the dismissed worker;
- *the provision of employers reference or testimonial*.

• The dismissal procedure

The procedure involves two important actions: notification and prior notice.

The notification :

Definition: The notification is done to ***brings to the notice*** of the employee the decision to dismiss. The procedures vary

varient suivant qu'il s'agit *d'un licenciement individuel ou d'un licenciement collectif*.

Licenciement individuel: Ce licenciement concerne un seul salarié a la fois. *L'article 16 de la Convention Collective Interprofessionnelle en fixe les règles. Selon ce texte*, l'employeur doit informer le salarié de sa décision de le licencier. Il s'agit d'une *formalité obligatoire* qui s'effectue *par lettre recommandée avec accusé de réception ou par lettre remise en main propre au destinataire devant témoin ou contre reçu*

En règle générale et conformément aux prescriptions de l'article 34 alinéa 2 du Code du Travail, tout licenciement doit être confirmé par écrit au travailleur dans les huit jours qui suivent. *Copie* en sera *adressée à l'inspecteur du travail et au chef du service de la Main d'œuvre*.

depending on whether it is *an individual dismissal or a group dismissal*.

Individual dismissal: This dismissal concerns only one employee at a time. *Article 16 of the collective bargaining agreement of Togo sets the rules. Pursuant to this Act*, the employer must inform the employee of his decision to dismiss him. This is a *mandatory procedure* which is carried out *by registered letter with acknowledgment of receipt or by hand-delivered letter to the addressee in the presence of witness or against receipt*

As a rule and in accordance with the provisions of Article 34 paragraph 2 of the Labour Act, any dismissal must be confirmed in writing to the worker within eight days. *A copy* will be *addressed to the labour inspectorate and the Head of the Human Resource Department*.

Modèle de lettre de licenciement

M.....

Nous sommes au regret de vous notifier par la présente votre licenciement pour

..... *(indiquer le motif ou les motifs)*

La date de réception de cette lettre fixera le point de départ du préavis de

(préciser selon le cas, le nombre de jours ou de mois) au terme duquel votre contrat de travail sera définitivement rompu.

*Nous vous précisons cependant que nous vous dispensons de l'exécution de ce préavis et que vous percevrez donc une indemnité compensatrice correspondant en même temps que le solde de votre compte qui vous sera **adressé prochainement** (cette clause de dispense de préavis est facultative).*

Veillez agréer Monsieur

Sample of a dismissal letter

Dear Mr. / Mrs.

We are sorry to hereby notify you of your dismissal for..... (Indicate reason or reasons)

The date of receipt of this letter will set the starting point for the notice of..... (Specify depending on the case, the number of days or months) at the end of which your ***contract will be terminated.***

However, we wish to inform you that we waive ***prior notice*** and that you will therefore receive a compensatory indemnity at the same time as the ***balance on your account*** that will be sent to you ***shortly (this notice waiver clause of prior notice is optional).***

Yours sincerely,

Licenciement collectif

Pour ce qui est du licenciement collectif, les règles sont plus compliquées. *Tout d'abord*, il faut noter qu'il y a *licenciement collectif* lorsqu'en raison d'une *diminution d'activité* ou d'une *réorganisation interne*, *l'employeur est conduit à procéder au licenciement simultané de plusieurs salariés*.

L'employeur doit à cet effet établir l'ordre des licenciements en tenant compte de la *qualification professionnelle*, de l'ancienneté et *des charges de famille* des travailleurs (article 21 Convention Collective Interprofessionnelle du Togo) Il en informe ensuite les représentants du personnel qui lui présentent leurs suggestions. La *dernière étape* considère pour l'employeur à notifier le projet de licenciement à *l'Inspection du Travail*.

Schéma de projet de licenciement pour motif économique

Group Termination

With regard to group termination, the rules are more complicated. *First*, it is noteworthy that a *layoff* is done where there is reason to *reduce business activity* or *for internal restructuring*. *The employer then resorts to the outright layoff of several employees*.

The employer must establish a schedule of the terminations taking into account the *professional qualification*, seniority *and the family responsibilities* of the workers (reference to Article 21 of collective bargaining agreement of Togo). The employer then informs the worker representatives who make suggestions. The *final step* is for the employer to notify the *Labour Inspectorate* of the proposed layoff.

Sketch of layoff project for economic reason

1 – Raisons d'ordre économique ou technique justifiant le licenciement: l'employeur pourra *recourir à des éléments chiffrés* pour *étayer ses motifs*

1 - Economic or technical reasons justifying the termination: the employer may *resort to figures* to *substantiate* her/his *reasons*

2 – Nombre total de salariés dont le licenciement est envisagé

2 - Total number of employees whose layoff is envisaged

3 – Catégories et qualifications professionnelles et ordre des licenciements

3 – grades and professional qualifications and *schedule of layoffs*

4 – Calendrier des licenciements : préciser les dates envisagées

4 - Calendar of layoffs: specify the dates envisaged

5 – Avis des représentants du personnel après consultation.

5 - Opinion of staff representatives after consultation.

Modèle de lettre d'information de l'Inspection du Travail

Monsieur l'Inspecteur,

En application de l'article 21 alinéa 4 de la Convention Collective Interprofessionnelle, nous vous informons de notre décision de procéder à des licenciements pour cause économique.

Vous trouverez ci-joint un projet comportant toutes informations exigées par les textes en vigueur.

Veillez agréer, M.....l'expression de mes salutations distinguées.

Layout of a letter informing the Labour Inspectorate

Dear Mr. Inspector,

Pursuant to Article 21 paragraph 4 of the Collective Bargaining Agreement of Togo, we inform you of our decision to proceed with redundancies for economic reasons.

You will find attached a project containing *all the requisite information* required by the Acts in force.

Yours faithfully

Ces *formalités accomplies*, l'employeur attendra quinze (15) jours avant de prendre une *décision définitive*, il devra observer également pour chaque salarié la notification prévue pour le licenciement individuel.

*Le préavis ou délai-congé

Notion de préavis: La partie qui a décidé de mettre fin au contrat doit prévenir à l'avance l'autre partie pour lui permettre de se préparer à la rupture: le contrat va se poursuivre

Once these *formalities are through*, the employer waits fifteen (15) days before taking a *definite decision*. He has to examine for each individual employee the notification provided for individual layoff.

* The Prior notice or deadline

Concept of prior notice: The party who has decided to terminate the contract must notify the other party in advance to enable him to prepare for the dismissal:

jusqu'à l'expiration d'un délai qu'on appelle *délai-congé* ou *préavis*. Cela signifie que durant le préavis les obligations réciproques des parties persistent.

Durée du préavis : Selon la Convention Collective Interprofessionnelle (article 17) la durée minimum du préavis est égale à :

- quinze jours pour les *travailleurs permanents à l'heure* ;
- un mois pour *les travailleurs payés au mois* ;
- trois mois pour les agents de maîtrise, cadres et d'autres catégories.

Il s'agit bien comme le texte l'indique d'un délai minimum, cela laisse la faculté aux conventions collectives par branches ou aux contrats individuels de prévoir un préavis plus long.

the contract will continue until the expiry or deadline. This means that during the *prior notice period* the mutual obligations of the parties persist.

Duration of *prior notice*: According to Article 17 of the collective bargaining agreement, the minimum notice period is:

- fifteen days for *permanent hourly workers*;
- one month for *monthly salaried workers*;
- three months for supervisors, officers and other categories.

As stated in the Act on minimum duration, which provides the option to branch associations or individuals to decide to envisage a longer notice period?

Le préavis commence dans tous les cas à partir du jour de la notification de la rupture. Au cours de la période, le travailleur averti de son prochain licenciement doit bénéficier *d'une autorisation d'absence* de 2 heures par jour de de 2 jours par semaine. Cette situation peut se révéler gênante pour l'employeur qui préférera souvent *offrir au travailleur une indemnité compensatrice*.

La faute *privative de préavis* :

Lorsque la rupture de contrat est *provoquée par* la faute grave d'une des parties l'autre partie qui se prévaut de cette faute n'a pas à respecter le préavis. On parle de faute privative de préavis c'est-à-dire celle qui par sa nature rend impossible la continuation du contrat.

The prior notice starts in most cases from the day of notification of termination. During this period, the employee is informed about his/her dismissal and ought to benefit from *leave of absence* from work for two hours a day or two days a week. This situation can worry an employer who often prefers to *offer the employee compensation*.

The Offence of *deprivation of Prior Notice*:

When the termination of a contract is *caused through* the serious misconduct of one of the parties. The other party who anticipated this act does not have to accept prior notice. Deprivation of prior notice occurs when a notice by its nature makes it impossible to continue the contract.

The Reasons for Dismissal

- Les motifs de licenciement

Le contrat de travail à durée indéterminée peut toujours cesser par la volonté de l'une des parties, notamment de l'employeur. Celui-ci dispose ainsi d'un droit au licenciement dont l'exercice connaît deux limites :

- d'abord, il faut un motif *pour justifier la rupture du contrat* de travail. Ce motif doit être notifié par écrit au salarié sur le point d'être licencié ;
- ensuite, *le motif doit exister réellement*, et il doit être légitime ;
- *l'absence de motif* ou son caractère illégitime peut rendre le licenciement abusif.

*Le motif légitime

Il y a motif légitime justifiant le licenciement chaque fois que le travailleur a manqué à l'une des obligations découlant du contrat. Outre *quelques formes particulières comme*

An indefinite contract can always cease by the will of one of the parties, in particular of the employer. The latter thus has a right to dismissal, the exercise of which has two limitations:

- First, one needs a reason to *justify the termination* of the work contract. This reason should be notified in writing to the employee about to be dismissed;

Also, the reason *must be real*, and it must be legitimate;

- *lack of a reason* or its illegitimacy may render the dismissal unfair.

The Legitimate Reason

A reason for dismissal is legitimate and justifiable when the employee fails to meet his responsibility for the continuation of the contract. Besides, *certain peculiar situations* such as the withdrawal of consent through official

par exemple le retrait d'agrément par décision administrative, la notion de motif légitime se rattache principalement à trois catégories de motifs :

- La réduction d'effectifs dans le cadre de l'organisation économique et technique de l'entreprise ; c'est le motif économique ;
- L'inaptitude du travailleur : c'est le motif professionnelle ;
- La discipline de l'entreprise: c'est le motif personnel.

1 Le motif personnel économique

Il *révèle divers aspects* mais aboutit presque toujours à une compression de personnel.

Il peut s'agir notamment :

- d'une baisse d'activité ;

administrative procedure decision, the notion of legitimate reason are in three main categories :

- The reduction of infrastructure is economic reason
- The incompetence of the employee is for professional reasons
- The discipline of the enterprise is for human resource reasons

1 - The Economic Reason

Economic reasons *take different forms*, but manifest most of the time in reduction of staff.

They may include:

- a decrease in business;
- *termination of a project* when the employee was hired for such project

- de *l'achèvement d'un projet*

lorsque le travailleur a été engagé pour ce projet ;

- de *la cessation d'activité* ;
- d'une faillite.

2 – Le motif professionnel

Il est lié à la qualité du *travail effectue* par le salarié, il résulte parfois de son *inaptitude physique* et plus souvent de son *inaptitude professionnelle*. Il peut s'agir notamment :

- d'incapacité et d'insuffisance professionnelles ;
- du manque de conscience professionnelle ;
- les négligences et de fautes professionnelles.

3 – Le motif personnel

Ce motif résulte *du comportement du travailleur*, il peut s'agir notamment :

- *Closure of business*;
- bankruptcy.

2 - The Professional Reason

It is linked to the quality of *work performed* by the employee; it sometimes results from his *physical incapacity* and more often from his *professional ineptitude*. This may include:

- professional incompetence and lack of capacity;
- lack of *professional ethics*;
- *negligence and professional misconduct*.

3 - The Personnel reason

This reason results from *the conduct of the worker*, it may include:

- acts of indiscipline: repeated absences, unjustified delays, refusal to observe instructions or security measures etc;

- de faits d'indiscipline :
absences répétées, retards injustifiés, refus d'observer les instructions ou les mesures de sécurité etc..... ;
- bad behavior: acts of violence, insubordinations, destruction of equipment, drunkenness;
- mauvais comportements :
actes de violence, insubordinations, destructions de matériel, état d'ébriété ;
- indiscretions: rape, embezzlement or misappropriation
- indécicatesses : viols, malversations.

La perte de confiance : Le motif personnel revêt parfois un aspect particulier c'est le cas de la perte de confiance entraînée par la mésestimation, l'indiscrétion ou encore la suspicion légitime.

La faute : Plus fréquemment le motif personnel reste liée à l'idée de faute dont la gravité est variable. Si une **faute grave** légitime le licenciement, une faute lourde modifie le mécanisme de

The Loss of Trust: The personnel reason sometimes takes on a particular aspect. It is the case of the loss of trust entailed by the misunderstanding, the indiscretion or legitimate suspicion.

The offence: More frequently the personnel reason remains linked to the offence of which the seriousness is varied. If a **serious misconduct** legitimizes the dismissal, a serious misconduct changes

protection du travailleur licencié : c'est le cas de la faute privative de préavis.

De façon générale, la faute privative de préavis s'entend des infractions disciplinaires, des *manquements caractérisés aux obligations contractuelles et a un comportement personnel particulièrement blâmable*.

Elle rend impossible sinon préjudiciable à l'employeur la continuation des relations pendant le temps limite du préavis.

La qualification de faute lourde privative de préavis revient au juge, il n'est pas prudent pour un employeur de priver spontanément le travailleur licencié du préavis ou de l'indemnité compensatrice de préavis à moins qu'il ne soit en présence *d'une faute de gravité exceptionnelle*. Si la faute alléguée se révèle légère ou imaginaire,

the nature of protection for the dismissed worker: It could be in the instance of lack of prior notice.

Generally, offence of absence of prior notice denotes *non-fulfilment of contractual obligations and misconduct of staff with sanctions*.

It makes it impossible if not harmful for the continuation of the contractual relations during the duration of the prior notice.

The *determination of serious offence of deprivation of prior notice is up to the judge*. It is unreasonable for an employer to spontaneously deprive a dismissed employee of prior notice or compensation in lieu of prior notice. This makes it *exceptionally serious offence*. If the alleged offence is light or imaginary, there

elle risque de remettre le licenciement en cause.

is a possibility of challenging the dismissal.

*Le licenciement abusif ou illégitime

* Wrongful or Unfair Dismissal

Le motif inexact : Le travailleur licencié a la possibilité de contester le motif avancé par son employeur pour justifier le licenciement. Il peut prétendre que le motif est inexact, faux, *ce n'est en réalité qu'un prétexte*. Par exemple, l'employeur invoque un fait d'indiscipline alors qu'en réalité le licenciement vise à sanctionner une activité syndicale.

An unjustified reason: The dismissed employee has the opportunity to challenge the reason advanced by his employer to justify the dismissal. He can claim that the reason is unjust, false and *only made upon a pretext*. For example, the employer invokes an act of indiscipline when in reality the dismissal is intended to sanction a trade union activity.

La faute légère : Le salarié peut aussi faire valoir que la faute qu'on lui reproche ne saurait justifier un licenciement, en d'autres termes, que la sanction est disproportionnée par rapport à la faute, l'employeur a abusé de son droit de licencier.

Misdemeanour: The employee may also argue that the misconduct against him cannot justify dismissal, in other words, that the penalty is disproportionate to the offence, the employer has abused his right to dismiss.

Le juge saisi apprécie souverainement *les circonstances de fait* et *se forge sa conviction*. S'il estime que le motif n'est pas légitime alors, l'employeur peut être *condamné a des dommages-intérêts*.

Cela étant il s'avère plus prudent pour l'employeur de se préconstituer la preuve de tous les manquements de ses salariés aussi bien aux *règles de la discipline* qu'aux obligations du contrat de travail.

• L'indemnisation du travailleur licencié

La rupture du contrat de travail par l'employeur cause un trouble au travailleur c'est ce qui justifie *le droit qu'il a de percevoir certaines indemnités* :

- *Indemnité de licenciement* ;
- *Indemnité de congé payé* ;

The judge can in his own discretion look at the *circumstances of the facts* and *decide on the matter*. If he believes that the reason is not legitimate, then, the employer can be ordered to *pay compensatory damages with interests*.

Being so, it is very reasonable for the employer to look at all the facts of proofs, all offences of his employees as well as the *rules of conduct* and responsibilities in the employment contract.

Compensation for the Dismissed Employee

The termination of the work contract by the employer causes problems for the employee. It is that which justifies *the right to certain compensation*.

- *Severance pay*;
- *Compensation for outstanding leave*

- *L'indemnité compensatrice de préavis ;*

*L'indemnité de licenciement :

Le droit à l'indemnité :

L'indemnité de licenciement a par définition un caractère indemnitaire : le travailleur y a droit même si le licenciement est légitime et que l'employeur a respecté le préavis.

Pour bénéficier de cette indemnité le travailleur doit avoir accompli dans l'entreprise une durée de service au moins égale à un an.

L'article 22 alinéa 9 de la Convention Collective Interprofessionnelle précise que le travailleur *perd ce droit* en cas de faute lourde.

Le montant de l'indemnité est calculé sur la base du salaire réel.

Calcul : cette indemnité se calcule en fonction du salaire global mensuel moyen des douze derniers mois

- *Compensation in lieu of notice*

* *Severance pay:*

The Right to Compensation:

The *termination benefits* are defined as *compensatory*: the employee has right to it even if the dismissal is legitimate and the employer has complied with prior notice requirement.

To benefit from this *compensation*, the worker must have completed at least one year's service in the company.

Article 22, paragraph 9 of the collective bargaining agreement states that the employee *loses this right* through the *commitment of serious offence or gross negligence*.

The sum of the compensation is calculated *on the gross of the net salary*.

Calculation: this benefit is calculated on the basis of the average monthly total

d'activité qui ont précédé la date de licenciement.

salary for the last twelve months of activity preceding the date of .

Le *salaire global* comprend :

- Le *salaire de base brut* ;
- Les primes et indemnités n'ayant pas le caractère de remboursement de frais ;
- Les gratifications n'ayant pas un caractère discrétionnaire.

The *net salary* includes:

- *gross basic salary*;
- Premiums and allowances not having the nature of reimbursement of expenses;
- Bonuses not accorded through discretion.

1 – Calcul du salaire global moyen des douze derniers mois

*Période concernée :

1991	1992
J F M A M J J A S O N D	J F M A M J J A S O N D

1

12 mois

*Salaire total perçu au cours de la période

Il faut suivant les principes retenir toutes les prestations constituant une contrepartie du travail et exclure les indemnités ayant le caractère de remboursement de frais.

Dans le cas de Mr A.....seule le prime d'ancienneté sera retenue.

*Salaire du 1^{er} septembre 1991 au 31 décembre 1992

$$50.000 \times 4 = 200.000 \text{ F}$$

Salaire du 1^{er} janvier au 30 aout 1992

(salaire de base + prime d'ancienneté)

$$60.000 + 5.000 = 65.000 \times 8 = 520.000 \text{ F}$$

$$\text{Total : } 520.000 + 200.000 \text{ F} = 720.000 \text{ F}$$

$$\text{*Salaire global moyen : } \frac{720.000}{12} = 60.000 \text{ F}$$

2- Ancienneté :

Mr. A a travaillé pendant 3 ans et 6 mois

Pour les 3 ans, il a droit a 30% du salaire global moyen par année soit :

$$60.000 \times 30\% = 18.0000 \text{ F par année}$$

$$\text{Pour les trois ans : } 18.000 \times 3 = 54.000 \text{ F}$$

$$\text{Pour les six mois : } \frac{18.000}{12} \text{ F} \times 6 = 9.000 \text{ F}$$

Montant total de l'indemnité de licenciement :

$$54.000 \text{ F} + 9.000 \text{ F} = 63.000 \text{ F}$$

Le calcul de l'indemnité de conge paye

M.A a par hypothèse bénéficie de son congé annuel pendant les trois ans. Cela étant, il ne bénéficiera plus d'indemnité pour cette période. En revanche, pour les six mois, il peut prétendre a une indemnité, (calcule au prorata) Il acquiert 2 jours et demi de conge par mois de service.

$$6 \text{ mois} \times 2,5 \text{ j} = 15 \text{ jours de conge}$$

Le montant de l'indemnité sera celui de l'allocation-conge dont aurait bénéficié le travailleur s'il avait pris ses quinze jours de conge.

$$\text{Soit salaire de base} \quad 60.000$$

Prime d'ancienneté	5.000
	65.000
$\frac{65.000 \times 15j}{30j} =$	32.000 F

*** Period in question:**

1991

1992

J F M A M J J A S O N D

J F M A M J J A S O N D

1

12 months

* Total salary paid during the period

It is necessary to follow the principle of including all the payments being compensation for work and exclude the allowances being refund for fees.

In the case of Mr A only the seniority bonus will be retained.

* Salary from 1 September 1991 to 31 December 1992

$$50,000 \times 4 = 200,000 \text{ F}$$

Salary from January 1st to August 30th, 1992

(basic salary + seniority bonus)

$$60,000 + 5,000 = 65,000 \times 8 = 520,000 \text{ F}$$

Total: $520,000 + 200,000 \text{ F} = 720,000 \text{ F}$

* Average net salary: $\frac{720,000}{12} = 60,000 \text{ F}$

2- Seniority:

Mr. A worked for 3 years and 6 months

For 3 years, he is entitled to 30% of the net average salary per year, ie:

$60,000 \times 30\% = 18,000 \text{ F}$ per year

For three years: $18,000 \times 3 = 54,000 \text{ F}$

For six months: $18,000 \text{ F} \times 6 = 9,000 \text{ F}$

Total amount of severance pay:

$54,000 \text{ F} + 9,000 \text{ F} = 63,000 \text{ F}$

The calculation of the leave allowance paid

Mr. A has in this case benefited from his annual leave during the three years. That being the case, he will no longer receive compensation for this period. On the other hand, for the six months, he can claim an indemnity, (calculated pro rata) He acquires 2 and a half days of leave per month of service.

$6 \text{ months} \times 2.5 \text{ days} = 15 \text{ days off}$

The amount of the indemnity will be that of the leave allowance, which the worker would have received if he had taken his fifteen days' leave.

Or base salary	60,000
Seniority Award	5,000
	65,000
$\frac{65,000 \times 15 \text{d}}{30 \text{days}} =$	32,000 F

L'indemnité compensatrice de préavis

Tout se passe comme si le salarié licencié avait travaillé durant le temps de préavis. L'article 19 de la Convention Collective Interprofessionnelle le précise : le montant de l'indemnité « correspond à la rémunération et aux avantages de toute nature dont aurait bénéficié le travailleur pendant la durée du préavis restant à courir s'il avait travaillé.

Selon l'article 24 du Code General des Impôts, *l'indemnité de licenciement* n'est pas imposable a l'impôt sur les revenus des personnes physiques (IRRP) sauf pour la fraction représentant une cote part des primes, gratifications et autres avantages acquis par le salarié lors de son départ de l'entreprise.

Calcul de l'indemnité compensatrice de préavis

En clair, cela signifie que l'indemnité de Mr. A comprend le salaire de base et toutes les primes ou indemnités.

Soit salaire de base	60.000
Prime d'ancienneté	5.000

Compensation in lieu of Prior Notice

It is as if the terminated employee had worked during the notice period. Article 19 of the Collective Bargaining Agreement states that the amount of the indemnity "corresponds to the remuneration and benefits of any kind that the worker would have received during the period of notice remaining if he had worked.

Pursuant to Article 24 of the General Tax Code, *severance pay* is not subject to the personal income tax (IRRP) except for the fraction representing a share of premiums, gratuities and other benefits acquired by the employee when leaving the company.

Indemnités de logement et de transport	<u>10.000</u>
Montant total	75.000

Calculation of the compensatory indemnity of notice

Clearly, this means that Mr. A's compensation includes base salary and all bonuses or allowances

Or base salary	60,000
Seniority Award	5,000
Housing and transport allowances	10,000
Sum total	<u>75,000</u>

Ce montant est à rapporter à la durée du préavis. Par hypothèse M. A n'est pas ni un cadre ni un agent de maîtrise, sa durée minimale de son préavis est d'un mois soit une indemnité de 75.000 F.

Montant total des indemnités de rupture

- Indemnité de licenciement63.000
- indemnité de conge-payé.....65.000
- indemnité compensatrice de préavis.....75.000

Total203.000

This sum is put under the prior notice period. The assumption is Mr. A is neither a supervisor nor an officer; its minimum duration for prior notice is one month being compensation of 75,000 F.

Total sum of termination benefits	63,000
Compensation for paid leave	65,000

Compensation in lieu of notice	75,000
Total	203,000

- Certificat de travail

L'employeur, outre le « paiement des droits » devra délivrer au travailleur licencié un certificat de travail qui contient notamment les informations relatives à l'employeur et au salarié ainsi que les dates d'entrée et de sortie et la nature de *l'emploi occupé*.

L'employeur pourra se ménager un moyen de preuve de la remise matérielle des sommes représentant les indemnités de rupture. Pour ce faire, il va demander au salarié de lui délivrer *sur le champ* lors du règlement ultime de son compte, un reçu pour solde appelé encore *reçu pour solde de tout compte*.

Ce reçu doit être établi en double exemplaire et porter la mention *bon pour solde de tout compte* apposée de la main même du salarié et suivie de sa signature. Il

- Employer's Reference

In addition to the "payment of fees", the employer shall issue an employers' reference to the employee, including information on the employer and the employee, as well as the dates of entry and exit and the *type* of the *post occupied*.

The employer can initiate a means of proof of the physical delivery of the sums of the severance pay. To do this, he will ask the employee to issue him *on the spot* during the final settlement of his account, a receipt for balance also called a *settlement account*.

This receipt must be drawn up in duplicate and marked as "*in settlement*" thumbprinted and signed by the employee. It must also include in

doit également comprendre en principe tous les éléments de rémunération dus au salarié. Ce dernier a la possibilité de contester le reçu.

principle all the elements of remuneration due to the employee. The *latter* has the *option of challenging* the receipt.

IV LE CAS PARTICULIER DES COLLABORATEURS BENEVOLES DE L'ASSOCIATION

IV THE SPECIAL CASE OF THE COOPERANTS OF THE ASSOCIATION

- **Notion de bénévolat**

1- *Concept of Volunteering*

La collaboration est bénévole lorsqu'un membre de l'association ou un tiers participe au fonctionnement ou à l'animation de l'association sans contrepartie ni rémunération sous quelque forme que ce soit. Le bénévolat exclut également tout *lien de subordination* entre le bénévole et les dirigeants de l'association.

The cooperation is voluntary when a member of the association or a third party participates in the operation or formation of the association without compensation or remuneration in any form whatsoever. Volunteering also excludes any *hierarchical relations* between the cooperant and the leaders of the association.

2 – Absence de rémunération et de lien de subordination

2 - No Remuneration *and hierarchical relations*

Le collaborateur n'en perçoit aucune rémunération en espèces : il ne

The employee receives no cash remuneration: he receives no salary in

perçoit ni salaire, ni honoraires ni gratifications. Il ne bénéficie pas non plus de repas, d'hébergement, de véhicule qui constitue des avantages en nature ayant la nature d'un salaire. L'existence de la subordination juridique résulte de la conjonction de plusieurs éléments tels que la soumission à des directives et à des contrôles (exemple horaires imposés) et l'intégration à un service organisé par l'association (mise à disposition de locaux, de *moyen* ou de personnel).

3 – Remboursement des frais

Le *collaborateur bénévole* ne reçoit pas de salaire mais rien ne s'oppose à ce qu'il obtienne le remboursement des frais qu'il a dû engager pour l'association. Ces frais ne doivent pas dissimuler des salaires mais constituer des dépenses réellement effectuées et justifiées. Ils seront remboursés pour leur montant sur présentation de factures justificatives.

cash, fees or bonuses. He/She also does not benefit from meals, accommodation or a vehicle, which constitutes in-kind benefits in the nature of a salary. The existence of legal subordination is the result of the interaction of several elements such as the submission to directives and controls (eg hourly imposed) and integration into a service organized by the association (provision of premises, *resources* or staff).

3 - Reimbursement of Expenses

The cooperant does not earn a salary, but is not forbidden from a refund of the expenses he has incurred for the association. These expenses should not be seen as salary but must be real expenses made and justifiable. The total expenses will be reimbursed upon submission of receipts as proof.

Chapitre II LE CONTRAT DE LOCATION D'IMMEUBLE

Généralités et définition : Les associations, il est vrai, sont parfois propriétaires de leurs locaux mais il est plus fréquent pour elles de *recourir à la location d'un immeuble*. On parle de bail ou d'après le code civil, de louage de chose. C'est un contrat par lequel l'une des parties s'oblige à faire jouir l'autre d'une chose pendant un certain temps, et moyennant un certain prix que celui-ci s'oblige à lui payer (article 1709 du code civil).

Ce contrat met en présence deux parties : d'une part le bailleur ou loueur de l'immeuble d'autre part le locataire ou preneur. Il est caractérisé par deux éléments: le droit qu'a le locataire d'user de la chose: *le droit de jouissance* et l'obligation qu'il a de payer un loyer en contrepartie de ce droit. Ce sont là les obligations des parties que celles-ci vont accomplir pendant une certaine

Chapter II PROPERTY LEASE AGREEMENT

Type and Definition: It is a fact that associations, sometimes own their premises but it is more common for them to resort to renting premises. One speaks of tenancy or lease according to the civil code, of renting things. It is a contract by which one of the parties is obliged to enjoy from the other a thing for a certain time, and for a certain price that is incumbent on the one enjoying and paying him/her as in article 1709 of the code civil.

This contract concerns two parties - on the one hand the lessor or renter of the premises on the other hand the tenant or lessee. It has two components - the tenant's right to use the property: *the right of enjoyment* and the obligation to pay rent for the right of enjoyment. The parties will fulfil their obligations for a certain period. This analysis reveals two

durée. Cette analyse fait apparaître deux préoccupations essentielles ce sont: les obligations des parties et la durée du bail.

LES OBLIGATIONS DES PARTIES

Le bail est formé lorsque l'accord des parties s'est fait sur les éléments essentiels. ; le local et son utilisation ou sa destination, le montant du loyer et la date d'entrée en jouissance. A partir de cet instant, chacune des parties s'engage vis-à-vis de l'autre à remplir un certain nombre d'obligations.

1 – Les obligations du bailleur

Le bailleur remplit trois obligations principales, il *doit délivrer la chose louée*, l'entretenir et en garantir la paisible jouissance pendant la durée du bail.

- L'obligation de délivrance

Principe : selon l'article 1720 alinéa 1^{er} du code civil, « le bailleur est tenu de délivrer la chose en bon état de réparation de toute espèce ». Cela signifie que le bailleur

essential characteristics - the obligations of the parties and the duration of the lease.

THE OBLIGATIONS OF THE PARTIES

The lease is drawn up when the agreement of the parties is made on the requisite components - the premises and its use or purpose, the *sum* of rent and the date of commencement of enjoyment. Apart from this moment, each of the parties undertakes vis-à-vis the other to fulfill a certain number of obligations.

- The obligations of the lessor

The lessor fulfills three main obligations; he must *handover the rented property*, maintain it and guarantee its *quiet enjoyment during* the term of the lease.

The obligation to handover

Principle: according to Article 1720 paragraph 1 of the Civil Code, "the lessor is bound to deliver the thing in a good state of repair of any type". This means

doit permettre au locataire de prendre *possession des locaux* loués au moment convenu par les parties : la remise des clés constitue une des manifestations de la délivrance. La loi précise que le bailleur doit mettre à la disposition du locataire des locaux en « bon état de réparation de toute espèce. En d'autres termes, toutes les réparations de remise en état de toute nature et tous les travaux de finition d'un immeuble inachevé sont à la charge du bailleur au moment de l'entrée dans les lieux.

Aménagements de l'obligation :

Les deux parties ont cependant la possibilité de prévoir au contrat une clause qui dispense en partie le bailleur de l'obligation de délivrer en bon état: il suffit pour cela que le preneur décide bien connaître les lieux et *qu'il accepte de* les prendre dans l'état dans lequel ou ils se trouvent au moment de la conclusion du contrat. Si le local loué n'est qu'en voie d'achèvement, le contrat peut prévoir que le

that the landlord must allow the tenant to *take over possession* of the rented premises at the time agreed by the parties: the handover of keys is a proof of the handover. The law specifies that the lessor must make available to the tenant "premises in good state of repair of any kind". In other words, all repairs of any kind and all the finishing work of an unfinished building are the responsibility of the lessor at the time of entry.

Maintenance of the Premises:

Both parties have the option of providing for a clause in the lease agreement which exempts in part the lessor from the obligation to deliver in good state: it is sufficient for lessee to *acknowledge that* he knows the premises well and accepts to take it in the state in which he finds it where it is located, at the time of finalizing the contract. If the rented premises are in the process of

locataire fera des travaux et que ces dépenses seront déduites du loyer.

- L'obligation d'entretien

Contenu de l'obligation: En cours de bail (pendant la durée du contrat), les réparations sont réparties entre bailleur et locataire. Le bailleur (article 1720 code civil) doit effectuer « pendant la durée du bail toutes les réparations qui peuvent devenir nécessaires, autres que locatives » De façon générale, est considérée comme locative, une réparation qui ne touche ni à la structure ni aux éléments essentiels de *l'immeuble loué*. Toute autre réparation *pèse sur* le bailleur.

Aménagements conventionnels : Ici comme en matière d'obligation de délivrance, les parties ont la faculté de se répartir les réparations. Ainsi le bailleur peut charger le locataire de certaines ou de toutes les réparations lui incombant. Il pourra en

completion, the contract may provide that the lessee will do the work and that the expenses will be deducted from the rent.

The obligation to maintain

Content of the contract: During the lease (during the duration of the contract), the repairs are shared between lessor and lessee. The lessor in accordance with Article 1720 of the Civil Code must carry out "during the lease period all repairs that may become necessary, other than rental". Generally, it is considered as rental, a repair that does not affect the structure or the essential components of the *rented building*. Any other repairs *are borne by* the lessor.

Non-contractual renovations: As in the matter of obligation to handover, the parties have the option to share the cost of repairs. Thus, the lessor can make the lessee bear some or all the repairs. He may in return agree to a decrease in rent.

contrepartie consentir une diminution du montant du loyer.

Sanctions en cas d'inexécution : que se passe-t-il lorsque le bailleur n'exécute pas ses obligations ? Le locataire *a plusieurs solutions* :

- il peut demander au juge d'ordonner l'exécution forcée c'est-à-dire exécution par recours à la force publique ;
- il peut aussi solliciter une résiliation c'est-à-dire *une rupture pour inexécution* ;
- une troisième solution consistera pour le locataire à se faire autoriser en justice à procéder aux réparations au frais du bailleur, dans ce cas, il déduit les sommes dépensées pour les réparations du montant du loyer ;
- le locataire peut réclamer des dommages-intérêts s'il prouve que le défaut d'entretien lui a causé un préjudice, par exemple : le refus de

Penalties for Non-performance: what happens when the lessor fails to fulfill its obligations? The lessee is *availed of several solutions*:

- he can ask the judge to order the execution, that is to say execution by resort to coercion by a public agency;
- he can also ask for a cancellation, that is to say *breach for non-performance*;
- A third solution will be for the lessee to be authorized by court to make repairs at the expense of the lessor, in which case he deducts the sums spent for the repairs from the rent;
- the lessee can claim damages if he proves that the lack of maintenance has caused him harm, for example: the refusal to repair the roof has caused

réparer la toiture a occasionne des pertes de matériel stocke dans les locaux loues.

losses of equipment stored in the rented premises.

1. *La garantie de paisible jouissance*

a) *The Guarantee of Quiet Enjoyment*

Le bailleur ne doit pas s'empêcher le locataire de jouir de la chose louée. Obligation est faite au bailleur de s'abstenir de toute ingérence dans la sphère privée du locataire. Par exemple, il fait changer les serrures à l'insu du locataire. Le bailleur n'a pas non plus le droit d'imposer au locataire des travaux qui troubleraient la jouissance des lieux sauf lorsque les travaux en question constituent des réparations urgentes.

The lessor must not prevent the lessee from enjoying the rented property. The lessor is obliged to refrain from any interference in the privacy of the lessee. For example, he has the locks changed without the knowledge of the lessee. The lessor also has no right to impose on the lessee any work that would disturb the enjoyment of the premises except when the work in question constitutes urgent repairs.

Cependant, le bailleur ne peut pas être tenu pour responsable des troubles de personnes étrangères au bail, c'est le cas par exemple du voleur qui dévalise le locataire.

However, the lessor cannot be held responsible for disturbances of persons outside the lease; this is in the case of for instance a thief who breaks into the premises of the lessee.

2 – Les obligations du locataire

The obligations of the Lessee

Le locataire doit avant toute chose payer le loyer et les charges, il doit ensuite

The lessee must first pay the rent and the charges, he must then respect the agreed

respecter l'usage convenu des locaux loués et à la fin de bail il est tenu de les restituer en *bon état*.

- L'obligation de *payer le loyer et les charges*

C'est l'obligation fondamentale assumée par le locataire. Le principe est que les parties fixent librement le montant du loyer au moment de la conclusion du contrat, il n'existe pas au Togo, *une réglementation du montant des loyers*.

Le même *principe s'applique* au cours du contrat, les parties peuvent prévoir une révision périodique, en l'état actuel de la réglementation, il apparaît plus prudent pour un locataire de n'accepter la clause de révision en cours du bail qu'en deux circonstances : bail d'une certaine durée 3 ans et plus et en cas d'amélioration ou d'agrandissement des lieux loués. La fixation d'un nouveau loyer intervient également lors du renouvellement du bail.

use of the rented premises and at the end of the lease he must return them in *good condition*.

The obligation to *pay rent and settle bills*

This is the fundamental obligation on the lessee. The principle is that the parties willingly set the amount of rent at the time of the finalization of the contract; there is no regulation in Togo pertaining *to the ceiling amount for rent*.

The same *principle applies* during the contract, the parties may provide for a periodic review, in the current state of the regulations, it seems more prudent for a tenant to accept the current clause of revision of the lease that two circumstances: lease of a certain duration 3 years and more and in case of improvement or expansion of the rented premises. The fixing of a new rent also intervenes during the renewal of the lease.

La date de paiement figure généralement dans le contrat, le paiement peut être mensuel ou trimestriel. A défaut de paiement, le bailleur peut *demander au juge* de prononcer la résiliation, c'est-à-dire la rupture du bail avant la date convenue. Il arrive souvent qu'une clause du contrat prévoit la résiliation dès qu'un loyer n'a pas été payé à une *date prédéterminée*. Cependant dans la pratique le locataire bénéficie presque toujours de délais supplémentaires. Lorsque le bailleur ne réclame pas le loyer pendant 5 ans, il ne pourra plus le faire, il y a prescription.

La caution

Il est loisible au bailleur d'exiger au moment de la conclusion du bail l'engagement d'une caution ou le versement d'une somme à titre de garantie.

- L'obligation de respecter la destination convenue

Cela signifie que le locataire ne peut modifier l'usage prévu au contrat :

The payment date is usually in the contract, the payment can be monthly or quarterly. In default of payment, the lessor may *plead with the judge* to order that cancellation before the *agreed date*.

It may be remembered that a clause in the contract provides for the termination as soon as rent is not paid on a *specified date*. However in practice the tenant most often enjoys extensions to dates of payment. When the lessor does not claim the rent for 5 years, he will not be able to do it anymore; there is a dictate of the law.

The Security (Guarantee)

It is open to the lessor to require at the time of the finalization of the lease the commitment of a security or the payment of a sum as security.

- a) The obligation to respect the agreed purpose

This means that the lessee cannot change the use of the premises provided for in

ainsi un local loué à usage d'habitation ne peut être affecté à l'exploitation d'un commerce. Cela voudra dire également que le locataire ne peut plus modifier la substance de la chose louée (percer un mur, abattre une cloison) sans l'autorisation du bailleur.

- L'obligation de restituer les locaux en bon état

Le locataire doit restituer la chose telle qu'il l'a reçue. Cela suppose qu'il remplisse une obligation d'entretien et de réparation, il ne sera cependant pas tenu de réparer ou de remplacer ce qui est abîmé par vétusté, usure normale et légitime ou *cas de force majeure*.

A la fin du bail, le bailleur peut prétendre que son local a subi des dégradations, pour en faire la preuve contraire, il suffira pour le locataire de comparer l'état des lieux initial (établi au moment de la remise des clés) et l'état des lieux final.

the contract Thus rented premises for residential use cannot be used for commercial purposes.. This will also mean that the lessee cannot change the substance of the rented thing (break a wall, cut down a partition) without the authorization of the lessor.

(b) The obligation to return the premises in good condition and repair.

The lessee must return the thing as it was received. This assumes that it fulfills an obligation of maintenance and repair, however he/she will not be required to repair or replace what is damaged through obsolescence, normal and legitimate wear or *circumstances beyond his control*.

At the end of the lease, the lessor can claim that his property has been damaged, on the contrary, it will be sufficient for the tenant to compare the initial inventory (established at the time

Cas particulier de l'incendie: en cas d'incendie en cours de bail le locataire assume une lourde responsabilité dans *la mesure où il est présumé responsable* sauf s'il arrive à prouver que l'incendie est dû à un cas de force majeure ou qu'il a été communiqué par une maison voisine. Cette preuve étant difficile à rapporter, les locataires ont intérêt à souscrire un contrat d'assurance incendie pendant la durée du bail.

II LA DUREE DU BAIL

En dehors des baux spéciaux comme le bail commercial soumis à des règles particulières protégeant le commerçant, la durée du bail n'est pas fixée par la loi : le bailleur et le locataire la fixent selon leurs intérêts. Cependant les baux perpétuels sont interdits, aucun bail ne peut être conclu pour une durée dépassant 99 ans.

of handing over the keys) and the final state of premises.

The case of fire: In case of fire during the lease, the lessee assumes a *great responsibility in so far as he is presumed responsible* unless he can prove that the fire is due to a case beyond his control or that it was from a neighbouring house. The proof being difficult to provide, the lessee should subscribe to a fire insurance policy in taking out fire insurance during the lease.

II THE DURATION OF THE LEASE

Apart from special leases such as the commercial lease which is subject to special rules protecting the trader, the duration of the lease is not set by law: the lessor and the lessee set it according to their interests. However perpetual leases are prohibited, no lease can be finalized for a period exceeding 99 years.

- La distinction des baux quant à leur durée

De façon générale, la loi distingue le bail à durée déterminée et le bail à durée indéterminée. Cette distinction est importante surtout lorsqu'il s'agira de la rupture du bail.

- Le bail à durée indéterminée

Il est tout simplement celui dont les parties n'ont pas fixé le terme. Cela entraîne une conséquence essentielle pour le locataire : le bailleur peut mettre fin au contrat comme il veut et quand il le souhaite sans respecter une formalité quelconque sauf peut-être le préavis de 1 à 3 mois suivant les usages qu'on observe dans la pratique ici. Le bailleur a le pouvoir de contraindre le locataire à quitter le local en ***recourant à une expulsion***.

Laisser la rupture au bon vouloir du bailleur peut être source de problèmes pour le locataire qui ne s'attendait pas à une telle

1- The difference among leases as to as to their duration

In general, the law distinguishes between term lease and indefinite leaseholds. This distinction is important especially when it comes to terminating the lease.

a) The indefinite lease

It is one in which the parties have not fixed the duration. This implies important consequences for the tenant: the landlord can terminate the contract as he wants and when he wishes without respecting any formality whatsoever except perhaps the prior notice of 1 to 3 months as usually practised. The lessor has the power to compel the tenant to leave the premises by ***resorting to eviction***.

To leave the termination at the wish of the lessor can cause problems for the tenant who is unexpectant of such a situation. The reason for which it is preferable to define ***duration for a lease***

situation. Raison pour laquelle il est préférable de prévoir une durée pour le bail dans un contrat écrit parce que la loi considère que le bail sans écrit est un bail à durée déterminée

- Le bail à durée déterminée

Ce bail fait par écrit est beaucoup plus rassurant pour le locataire. Le contrat prend fin à la date ou à la survenance de l'évènement prévue et cela sans que le bailleur ne soit tenu de donner congé c'est-à-dire d'aviser formellement le locataire. Rien n'empêche que le contrat se poursuive par le biais d'une prorogation ou d'un renouvellement.

– La prorogation et le renouvellement

- La prorogation du bail

La prorogation signifie que le bail expire continue encore pour une durée fixée dans un acte conclu entre les parties. Cela équivaut en réalité à un allongement de la durée du bail tout simplement.

- Le renouvellement du bail

in a *written contract* is because the law considers that the lease is an indefinite lease.

Term lease

This lease made in writing is much more reassuring for the tenant. The contract ends on the set date or the occurrence of a specified event and thus the lessor is not required to give prior notice that is to say to formally advise the tenant. Nothing prevents the contract from continuing through an extension or renewal.

- Extension and renewal

The Extension of the Lease

Extension means that the lease expires for a fixed period of time in an agreement between the parties. This is actually an extension of the lease term simply.

Le renouvellement quant à lui signifie qu'un nouveau bail a pris la place du bail expiré. Il révèle essentiellement deux formes :

- Le renouvellement exprès ou renouvellement au sens strict conditions que le bail expiré : les parties peuvent s'accorder pour fixer de nouvelles conditions : montant du loyer, durée, répartition des dépenses de réparation etc...
- Le renouvellement par tacite reconduction : Il se produit à la fin du bail sans qu'il soit besoin d'un écrit ou de paroles, du seul fait que le preneur reste et, est laissé en possession des locaux. Le bail renouvelé par tacite reconduction est un contrat formé aux mêmes conditions que le précédent sauf en ce qui concerne la durée. En effet, la tacite reconduction transforme le bail à durée déterminée en bail à durée indéterminée avec

The renewal of the lease

Renewal means that a new lease replaces the *expired lease*. It is essentially in two forms:

Optional renewal or renewal under the strict conditions that the lease expires: the parties may agree to set new conditions: amount of rent, duration, distribution of repair expenses etc ...

- Renewal by tacit renewal: It occurs at the end of the lease without the need for writing or words, simply because the lessee remains and is left in possession of the premises. The lease renewed by tacit agreement is a contract formed under the same conditions as the preceding except for that which concerns the duration. In fact, the tacit renewal transforms the fixed-term lease into an indefinite lease with the disadvantage that the lessor can terminate it at any time. The parties can

l'inconvénient que le bailleur peut y mettre fin à tout moment. Les parties peuvent éviter cet écueil en prévoyant une tacite reconduction par période limitée à 3 ans par exemple.

3 – La cession du bail

Le locataire a la faculté de céder son bail à quelqu'un d'autre: il lui transfère sa qualité de locataire avec tous les droits et les obligations. Très souvent le bailleur restreint cette faculté et la subordination à un accord exprès.

avoid this pitfall by providing for a tacit renewal for a limited period of 3 years, for example.

3 - Assignment of the Lease

The tenant has the option to transfer his lease to someone else - he transfers to him his status as tenant with all rights and obligations. Very often the lessor subdues this option and subjects it to an express agreement.

CHAPTER THREE

ANALYSIS AND DISCUSSIONS ON PROBLEMS ENCOUNTERED IN THE TRANSLATION OF THE SOURCE TEXT

3.0 Introduction

This chapter deals with the analysis and discussion of problems encountered during the translation of the source text, focusing on the translation of collocations from a French legal manual into English.

The translation of the source text into English presented a number of challenges because of the legal and administrative nature of the source text.

3.1 Analysis of French and English collocations from a legal text in French.

After a first reading of the text, it was noticed that the register of the text is administrative and legal. The tone is formal and the intention is for the readership of contractual parties and staff of nongovernmental associations in Togo. The text therefore falls under technical and administrative text, which requires the translation of technical collocations in the text.

The main problem was that technical collocations in the text were not highlighted in dictionaries as collocations. They were classified as legal, business or technical terms in the bilingual dictionary. This required one to acquire a dictionary of collocations from both source and target languages, which was not easy to find. One therefore had to identify a combination of words in the text which was recurrent in both texts, understand the context and its use and find the appropriate reference material for confirmation. In the case of the expression *reçu pour solde de tout compte*, reference to a textbook for bilingual business students helped to provide its meaning in English as “in settlement”.

The process of identifying a collocation in itself was not easy because the text was replete with specialized collocations. Collocations could be found in standard text –“More extended identical (or nearly identical) chunks of texts that recur under specific circumstances” as defined by Wright and Budin (1996, p.16). For instance, in the standard text “We wish to confirm your appointment” is the collocation “confirm appointment”. Since collocations occurred in chunks of phrases, the problem was how to identify collocates and translate them.

To solve the problem, one had to refer to documents and dictionaries to find possible collocates to lexical items and their meanings. In certain cases, one had to read further paragraphs

to figure out word patterns, to understand the context and know the appropriate meaning. For instance, lexical items such as “*faute legère*” and “*casier judiciaire*”, were successfully translated, only *after* further reading and indepth study of the source text. Their definitions in the French dictionary “*Le Petit Larousse, Illustré*”, 1996, p.191, p. 431) enabled the functional equivalent translation of “*faute legère*” as “misdemeanour” and “*casier judiciaire*” as “Police clearance” respectively.

Table of some lexical items that were difficult to translate and strategy used

French Text	English Translation	How problem was solved
dans la mesure	In so far as	Translation was found in a bilingual dictionary as the legal term and translated as such
Modalites d’application	<ol style="list-style-type: none"> 1. Applied law 2. Mode of enforcement 3. Laid down procedures 	Translating the collocation was difficult because there were two translations found – “applied law” and “mode of enforcement” These terms did not match the context, so the term “laid down procedures” was used to translate.
Rupture de contrat	<ol style="list-style-type: none"> 1. Breach of contract 2. termination of contract 	Two translations were listed from the dictionary. In English, the terms breach and

		<p>termination have nuances and are distinguishable, so depending on the context “breach of contract” or “termination of contract” could be used.</p>
Cumul de fonction	Combine roles /functions	<p>The translation of the French collocation “cumul de fonction” was difficult. The context of the text was considered and an equivalent expression combine roles was used. Adaptation was therefore used to solve because the lexical item “combine” collocates with “roles” in English..</p>
Autant d’efficacité	<p>1. equally high efficiency 2. comparable efficiency</p>	<p>Translation was difficult and so was done taking into consideration the context</p>
Noblesse et hardiesse des objectifs	<p>legitimacy and sustainability of goals</p>	<p>Translation was done through the use of visualization and modulation. Nobility connotes legitimacy and goals collocate</p>

		<p>with sustainability and legitimacy, so consideration was given to the current trends in development administration and the term used was “legitimacy and sustainability” was seen as appropriate collocates for the lexical item “goal”.</p>
<p>Période d’essai</p>	<ol style="list-style-type: none"> 1. Probation period 2. Probationary period 	<p>Here the translation is probation period but the term found in the dictionary stated stage de probation as a legal term which is translated as probationary period. There is a possibility of faux amis or ambiguity here, because probation can mean the period of assessing a reformed criminal. The connective “of” is subdued. The register used in English helped to solve the problem</p>

Les matières abordées	The tackled subjects	Tackle collocates with subject and so equivalent collocation is used
La vie professionnelle	Occupational life	Translation was done using “occupational life”

Combination not found in dictionary but found in wikipedia	Translation	
Preconstituer la preuve de tous les manquements	To put together in advance all proof of losses	Used in law especially to provide for a proof in anticipation of litigation

Combination not found in dictionary but found in the manual French for Business	Translation	
Bonne pour solde de toute compte	In settlement	Found in French for Business textbook

Translation of certain lexical items was difficult. For instance, the translation of “*mode d’application*” was not easy because two translations were found from reference books, “Applied

law” and “mode of enforcement”. Both translations did not fit in the context since it had to do with administrative procedures, so “laid down procedures” was used instead.

Another case was that of “*rupture de contrat*”. Both translations could be used in the text, because the translation “breach of contract” was appropriate for non-compliant parties in both the lease and employment contracts and was also appropriate for the termination of contract in both lease and employment contracts, when the phase of the contract is due. Also, was the translation of *faute lourde* or *faute grave*. Which was the appropriate, gross negligence or gross misconduct? The decision depended on the context and situation at hand.

One other difficulty was the unfamiliar terms in English such as “noble and bold goals” from translation of the words “*noblesse et hardiesse des objectifs*”. The strategy used to translate them was through visualization of the current terms used in the developmental space.

Though the language was institutional and technical, some of the collocations were for general use and not sophisticated, which rendered their translation easy, for instance “*employé salarié*” was easily translated as “salaried worker”.

The difficulty was with collocations with technical meanings since one expects technical items to be monosemous i.e having one meaning only as posited by Newmark (1988). For instance, the word “competent” is used for courts “a court of competent jurisdiction” but when it is about a candidature for a post, the word “eligible” is used instead. In French, the word, “*competent*” can mean “capable” or “concerned”.

Collaborateurs-bénévolés is an institutional term of the association and is translated as “cooperant”.

Further, due to the formal nature of the document, the phrase “*de ce fait*” was not translated as “from this fact” but as “for this reason” as appropriately used in formal documents.

It was revealed from the study that both the French source text and the English target text had similar collocation structures being Noun + Noun, Noun+ preposition +Noun, preposition + noun, verb + preposition, Adjective + Noun, Noun + adjective, preposition + adjective, and verb + adjective. However, in translating the collocations into the target text, they did not necessarily take the same form or structure as in the source text. For instance, the collocation “à compter de” translated as “from”, “*Dans la mesure*” translated as “In so far as”, “*creation de l’association*” in its translation transformed from **noun + preposition + noun** to **verb + indefinite article + noun** “form an association”. The Table below illustrates these observations.

SOURCE TEXT	ENGLISH TRANSLATION	STRATEGY USED AND ANALYSIS
à compter de	From	The translation of the phrase becomes a single word “from”
à la date prévue	Date provided / date foreseen	The prepositions are subdued in the translation
dans le même sens	In the same manner / in the same way	The lexical item “sens” translates to “manner” or “way”. The lexical items “in the same” sustains
Au sein de l’entreprise	Within the enterprise	Structure sustained
Sans contrepartie	Without compensation	Structure sustained
D’une part	Of the one part	Structure sustained
D’autre part	Of the other part	Structure sustained
Dans la pratique	In practice	The preposition in is used but the article “the” is subdued
A titre de garantie	As guarantee	A titre de translates as « as »
Sans l’autorisation	Without authorization	Structure is sustained
Dans la mesure	In so far as	the strategy of modulation is used for an equivalent legal term
Sans écrit	Not in writing	Without is translated as not
En cours de bail	During the lease	Equivalence is used
Au délai nécessaire	The required timeframe	Equivalence is used
Autant d’efficacité	Higher efficiency	Equivalence is used
Par la conclusion d’un contrat	Through the drawing up of a contract.	“Par” is translated here as “through” instead of “by”

Création de l'association	Form an association	The word creation changes to formation, the use of equivalence and the word of becomes an
Même si par ailleurs	If even in other respects	Use of equivalence
Mobilisation de bonnes volontés	Fostering of goodwill	The word mobilisation changes to fostering as the word goodwill collocates with fostering
Nuise aux intérêts	Adversely affects the interest	Adaptation is used to translate "harm" to adversely affects
Mise à pied	Layoff	A single term or a compound word is used
Rupture de contrat	Breach of contract / termination of contract	The term "rupture de contrat" can be translated in two forms: as breach of contract or termination of contract. In English, the terms breach and termination have nuances and are distinguishable
Cumul de fonction	Combine roles / functions	Cumul which is a noun is translated into the verb of combination. Adaptation is used here.
Réalisation des objectifs fixés	Achievement of set goals	The structure is sustained but reformulation is used, objectif and fixé are translated as achievement of set goals.
Période d'essai	Probation period	Here the translation is probation period, but the term found in the dictionary stated stage de probation as a legal term which is translated as probationary period. There is a possibility of faux amis or ambiguity here, because probation can mean the period of assessing a reformed criminal. The connective "of" is subdued.
Aptitude à remplir	Capacity to fulfil	Reformulation and Structure is sustained

Service de la main d'œuvre	Human resource department	Service is translated as Department and Main d'oeuvre as Human Resource
Déclaration de résidence habituelle	Proof of permanent residence	Declaration is translated as proof and résidence habituelle as permanent residence. There is the use of adaptation and transposition
Acte de naissance	Birth certificate	adaptation is used here. Preposition is subdued.
Certificat d'emplois antérieurs	Employer's reference	Equivalence is used here
Accomplissement des taches	Performance of tasks	Structure sustained
Réparation de préjudice	To compensate for damages	Adaptation is used here
Relations de travail	Work relations	The connective "of" is subdued in the translation
Bulletin de paye	Payroll	Compound word used as equivalent
Fiche de paye	Salary advice	Equivalence
Émoluments de travailleur	Employee emoluments	Connective is subdued
Amputation de gain	Salary cut	Equivalent legal term used
Salaire de base	Basic salary	Equivalent term used
L'indemnité de déplacement	Travel and transport expenses	Equivalence used
La prime de panier	Allowance bracket	Equivalence used. Panier is translated as bracket
La prime d'ancienneté	Seniority allowance	Equivalence is used
Total de retenues	Total reductions	Equivalence is used
Remboursement de frais	Refund of fees	Equivalence (Structure sustained)
Total de	Total of / sum of	Equivalence (Structure sustained)
Accident du travail	Work accidents	Connective subdued and transposition used
Femme en couches	Expectant mother / pregnant woman	Equivalence is used
L'intérêt des parties	The interest of the parties	Structure sustained
Solde de votre compte	Balance on your account	Equivalence is used
Abandon de poste	Vacation of post	Equivalence is used
Lettre de confirmation recommandée	Registered letter	Equivalence is used

L'acte de naissance	Birth certificate	Equivalence is used
Perte de l'emploi	Loss of job	Equivalence (Structure sustained)
L'élaboration des règles protectrices	Development / establishment of protective laws	Elaboration is translated as development or establishment

Another observation was that, the meanings of the combinations of words in the source text, did not necessarily produce the same meanings from the same combinations in English but had different word combinations in English, which had similar meanings with different word combinations in the source text. For instance, “*Manque de conscience professionnelle*” is translated as “Lack of professional ethics” in English and not “devoid of professional conscience”, “*conclusion du contrat*” is translated as “drawing up of a contract” and not the “conclusion of a contract” or the “finalization of a contract”.

Another observation made was that technical collocations, especially those that have legal and business nuances did not have similar word combinations in both the source and target text. For instance, “*amputation du gain*” is translated into English as “Salary cut” and not “reduction in salary” because the acceptable legal term is “salary cut” as found in the *English Law Dictionary*, (Colin, 1987). Other examples of this phenomenon are “*S’inscrire dans*” translated as “within the scope of”, and “*bonne pour solde de toute compte*” translated as “in settlement” as found in Le Goff (1989) *French for Business*.

3.2 Findings

From the above stated, it was realized that the translation of collocations from the legal manual was very challenging due to the simultaneous vocative, expressive and informative

functions of the legal manual. For instance the lexical items “*Activités d’intérêts générale*” and “*l’autorité de mentionnés*” were very difficult to translate.

It was also found that though collocations may be language-specific and monosemous, they do not usually mean the same as their lexical equivalents in the target language. Translations may have to be clarified with synonyms or transferred into acceptable technical collocatins in the target language. The issue of bilingual homonyms is pertinent to this, as mistranslations and approximations could result based on the meanings attached to certain bilingual homophones. For instance in translating “*Demission abusive*”, one could translate it as “abusive resignation”. Also the lexical items “*date prédéterminée*” in French could be translated into English as “predetermined date” instead of “specified date”.

It was also realized that though two languages may have reached a comparable state of development, their translation may not be necessarily easy as stated by Nida cited in Newmark (1988), but will require the knowledge of a wide range of collocations in various fields to enable the ease of translation for such languages. For instance, visualization was used as a strategy to translate “*noblesse et hardiesse des objectifs*” as the legitimacy and sustainability of goals” Below you will find some translations that were difficult because of the nature of the text.

Source Text	List of translations	Chosen translation
emploi réel	<ol style="list-style-type: none"> 1. Actual employment 2. Actual work 3. Real employment 	Actual employment
Parties au contrat	<ol style="list-style-type: none"> 1. Parties to the contract 2. Contracting parties 	Contracting parties

Fournit le travail	<ol style="list-style-type: none"> 1. Allots work 2. Grants a job 3. Provides work 	Allots work
Au niveau de recrutement	<ol style="list-style-type: none"> 1. In recruiting 2. During recruitment 3. At the recruitment level 	In recruiting
Schema de licenciement	<ol style="list-style-type: none"> 1. Layoff sketch 2. Layoff schedule 3. Schedule of layoff 	Schedule of layoff
Provoquée par	<ol style="list-style-type: none"> 1. Caused by 2. Initiated by 	Caused by
Paisible jouissance	<ol style="list-style-type: none"> 1. Peaceful enjoyment 2. Quiet enjoyment 	quiet enjoyment
Formalité obligatoire	<ol style="list-style-type: none"> 1. Requisite procedure 2. Mandatory procedure 	Mandatory procedure
Faute lourde	<ol style="list-style-type: none"> 1. Serious offence 2. Gross negligence 	
Faute légère	<ol style="list-style-type: none"> 1. Light offence 2. misdemeanour 	misdemeanour
Modifie le mécanisme de protection	<ol style="list-style-type: none"> 1. Alters the form of protection 2. Modifies the form of protection 	Alters the form of protection

Renouvellement exprès	<ol style="list-style-type: none"> 1. Expressed renewal 2. Optional renewal 	Optional renewal
Démission abusive	<ol style="list-style-type: none"> 1. Abusive resignation 2. Wrongful resignation 	Wrongful resignation
Salarié fautif	<ol style="list-style-type: none"> 1. Guilty employee 2. Offending employee 	Offending employee

This renders the process of translating very complex though generally, it is accepted that, the process of translating monosemous words is simple and easier. The lack of lexical equivalents confirmed the lack of concordance between the source text and the target text.

It was also realized that in most cases, though the structure of the collocation may be maintained for instance as verb + noun, the lexical items in the translation differed in meaning and connotation. For instance “Réalisation des objectif fixes” is translated as “Achievement of set goals” and not “realisation of fixed goals” and “dans la mesure” translated as “in so far as” and not “in the measure”.

3.3 Conclusions

It was concluded from this study that, collocations are ubiquitous in both source and target texts. However, the combinations of words in the source language may take a different form in the target text language. As a result, a translator who lacks collocational competence in both source and receptor languages may interpret a foreign text incorrectly. This pitfall may be as a result of false friends or bilingual homophones – words in two or more languages that look or sound alike, but differ significantly in meaning.

If the translator lacks collocational competence pertaining to the knowledge of lexical items and their appropriate collocates, it can also adversely affect the translation of collocations seriously.

Faithfulness, the level of accuracy with which a translator presents the original meaning of the source text in the target text and naturalness, the use of language patterns commonly used by readers of the translated text are highly requisite in the translation of collocations.

In relation to faithfulness, the assertion of Nida cited in Newmark (1988), that languages that have reached a comparable degree of development can be easily translated, can be supported by the fact that, the available resources such as dictionaries, professional tools and reference materials in both French and English enabled the ease in the translation of the legal document. Digital tools were very helpful in translating unfamiliar terms. Thus, one can assume that though French and English languages have reached a comparable degree of development, and though collocations are language-specific, texts can be easily and accurately translated from French to English through the use of reference tools such as dictionaries, templates, and databases, electronic and digital records and documents pertaining to language for special purposes such as *French for Business*.

The collocational competence of the translator is essential in producing an accurate and faithful translation. However, the propositions Nida (1964, 159), cited in Fengling (2017), on dynamic and functional equivalence are also relevant in the translation of technical collocations. Dynamic equivalence according to Nida “aims at complete naturalness of the expression, and tries to relate to the receptor modes of behaviour relevant within the context of his own culture, it does not insist that he understands the cultural patterns of the source language context in order to comprehend the message”.

On the other hand, functional equivalence was seen by Nida as “The readers of a translated text should be able to understand and appreciate it in essentially the same manner as the original readers did”. Equivalence was one of the strategies that enabled understand the source text and translate.

It was noted that the extension and reduction of collocational range exists and owing to that, translators need to continuously read to keep them with the trends in collocational sustainance. It was observed that the words” charge” and “eject” have gained collocational extension due to technological use of these words in the context of phones and pendrives. Inversely, the use of “in comparison with” has become obsolete and “in respect of” is gaining more usage. The use of the word “manpower” has also been subdued for the use of the term “Human Resource”.

It was also realized that collocations take a significant chunk of most texts (such as in lease and employment contracts) and so are very relevant to the study of translation and also to the mastery of a language. Collocational competence was also found to have a positive impact on translation of collocations. It can also be concluded that collocations are not necessarily monosemous. They are ambiguous and one needs to know the collocational ranges of lexical items, to enable make the appropriate choices for faithful and accurate translation.

The study agrees with the assertion of (Benson, 1990) cited in Gelbulch & Kolensnikora, 2012, p.23) that collocations should be defined not just as recurrent word combinations {but as} arbitrary recurrent word combinations.

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ABBREVIATIONS AND ACRONYMS

FRENCH	ENGLISH
L'ONU – l'Organisation Internationale des Nations Unies	UN – The United Nations
L'UE – l'Union Européenne	EU –European Union
CUSO – Canadian University Service Overseas	CUSO- Canadian University Service Overseas
Langues à des fins spéciales	LSP – Language for special purposes
OTAN – Organisation du traité de l'Atlantique Nord	NATO- North Atlantic Treaty Organization
IRRP - les revenus des personnes physiques	Individual IncomeTax

GLOSSARY

French	English
Abandon de poste	Vacation of post
Acte de naissance	Birth certificate
Agent de maitrise	Supervisory staff
Amputation de gain	Salary cut
Cessation d'activité	Closure of business
Compression de personnel	Downsizing
Cumul de fonctions	Combine roles / functions
Déclaration de résidence habituelle	Proof of Permanent Residence
Diminution d'activité Baisse d'activité	Cut back operations
Indemnité compensatrice de préavis	Payment in lieu of notice

Lettre de confirmation recommandée	Registered letter
Mobilisation des bonnes volontés	Fostering of goodwill
Prime de panier	Allowance bracket
Réparation de préjudice	Compensation for damages
Retrait d'agrément	Withdrawal of consent
Rupture de contrat	Breach of contract Termination of contract
Sans contrepartie	Without compensation
Solde de votre compte	Balance on your account
Textes en vigueur	Laws in force