

## FUNCTIONALITY OF CONJUNCTIONS AS A FACTOR OBFUSCATING COMPREHENSION OF LEGAL TEXTS (DEMONSTRATED ON EXAMPLES FROM THE SLOVAK LABOR CODE)<sup>1</sup>

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**Abstract:** *Law and language are mutually related and interconnected. The comprehensibility of legal texts is directly affected by the clarity of its individual provisions. The more clauses a sentence contains, the more difficult it is for the percipient to perceive its meaning. The complexity of sentences and their compound structure is typical of legal texts, compound sentences are, in fact, a quintessential feature of legal expression. The paper deals with the issue of syntactic complexity of the normative text concerning conjunctions. It focuses on the use of conjunctions and and or in the legal text on examples from the Labor Code and explains the interpretative risks caused by non-compliance with the functional limitations of these conjunctions.*

**Keywords:** *Labor code, conjunctions, compound sentence, logical product, disjunction*

### I. INTRODUCTION

In the circles of the general public, Slovak law is subject to frequent criticism, which, among other things, is also aimed at the way the legislation is written. At the same time, it is assumed that the text of legal rules should be understood by anyone with the command of the state language. The fact that this is a chimera was confirmed to us by the result of one questionnaire question from our pilot survey within the framework of a grant project VEGA no. 1/0526/17 *Linguistic and sanction mechanisms in the creation and operation of labor law standards*. We asked whether, in the opinion of the respondents, it is possible to understand Slovak legislation without having a background in law. 67.84% of respondents said that understanding is possible, but it is much easier with legal education. 28.63% think that without legal education, understanding Slovak legislation is impossible. 227 respondents participated in the survey.

These answers, too, indicate that the laws seem not to have been written for the general public, but only for the professional legal public, and the legal texts thus only serve the communication purpose between professionals. Accessibility of legislation, i.e. the possibility to read legislation, is not enough. Equally with accessibility, care must be taken to ensure the comprehensibility of legislation. Its language should be functional, not only in the spheres of legal profession, but also in its wider areas of communication, at least in relation to those, whose behavior is regulated by the standard in question.

Thus, we focused specifically on identifying phenomena that prevent legal texts from being understood by the percipients without having background in law. We chose the text of Act no. 311/2001 Statutes, the Labor Code, as amended (hereinafter referred to as the

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Labor Code) as a standard guaranteeing significant social and economic rights affecting thousands of employers and employees. Application of the Labor Code to everyday situations clearly indicates the need for general clarity. The language of legislative texts differs from natural language in both its syntax and lexis. In the first phase of the project, indicators pointing to the syntactic complexity of the normative text were abstracted from linguistic theories. According to linguists, difficulty of understanding legal texts, namely its sentence composition, may be due to: the complexity and compound nature of sentences and the use of conjunctions in specified, limited functions.<sup>2</sup> The present paper deals with the issue of the use of conjunctions *and* and *or* in the legal text of the Labor Code on selected examples in more detail and explains the interpretative risks caused by non-observance of functional limitations of these conjunctions.

## II. COMPLEXITY AND COMPOUND NATURE OF SENTENCES INVOLVING CONJUNCTIONS

The complex structure of normative texts is evidenced by the high frequency of conjunctions and compound sentence formations. However, even though the conjunctions are used relatively frequently, their typology in legal texts is limited and unified. The legislative texts are dominated by three inter-sentence relations: implied, disjunctive and coordinative, often in combination with each other within a single compound sentence. This is also reflected in the register of the most frequently used conjunctions.

According to the quantitative characteristic of the morphological structure of legal texts made by M. Imrichová, the most frequent occurrence among the conjunctions is that of the conjunctions *and* and *or*.<sup>3</sup> Given the overwhelming number of implications, the next conjunction is the conjunction *if*. This is also confirmed by the occurrence of the first three most frequently used conjunctions used in individual provisions of the Labor Code, where the conjunction *and* appears 1268 times, the conjunction *or* 914 times and the conjunction *if* 603 times. By analyzing the first 28 provisions of the Labor Code, which corresponds to Art. 1 to § 16 of the Labor Code, it has been found that out of the 110 sentences constituting the aforementioned provisions, up to 70 are compound sentences, confirming the linguists' hypothesis about high incidence of compound structures in legal texts.<sup>4</sup>

The frequent use of conjunctions is related to another phenomenon, namely the accumulation of conjunctions in one sentence joining syntactic constituents (so-called inter-constituent relation), but also joining several sentences into one sentence (inter-sentence relation).

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<sup>2</sup> IMRICHOVÁ, M., TUROČEKOVÁ, M. *Linguistic Analysis of Legal Texts*. Prešov: Faculty of Arts, University of Prešov, 2015, p. 38.

<sup>3</sup> IMRICHOVÁ, M., TUROČEKOVÁ, M. *Linguistic Analysis of Legal Texts*. Prešov: Faculty of Arts, University of Prešov, 2015, p. 36.

<sup>4</sup> See more: IMRICHOVÁ, M. Communication-Functional Aspects of Operators for Expanding and Developing Statements in Normative Text. In: KESSELOVÁ et al. *Conjunctions and linking elements in Slovak*. Bratislava: Science, 2013, pp. 128–163.

*For example:*

*§ 1 para. 6 of the Labor Code: Employment conditions and employee's working conditions may be constituted more beneficially than outlined in the provisions of this Act or other labor law, unless this Act or other labor law expressly prohibit so or if the nature thereof does not imply that they cannot be derogated from.*

*§ 13 para. 4 of the Labor Code: The employer shall not, without serious reasons due to the special nature of the employer's activities, violate the employee's privacy in the workplace and in the employer's common areas by monitoring those areas, recording telephone calls made via employer's technologies and checking electronic mail sent from a business e-mail account or delivered to such account without first notifying the employee.*

Such an accumulation of conjunctions, referred to as the obscurity / obfuscation of the coordinating syntagma, makes it difficult to comprehend and, consequently, to misunderstand the legislation. The sentences are long and the addressee of the rule of law must be more focused while reading. The question from our survey also proved the veracity of this statement. Pursuant to § 5 par. 1 of the Labor Code: *Employment relations between employees working in the territory of the Slovak Republic and a foreign employer, as well as between foreigners and stateless persons working in the territory of the Slovak Republic and employers based in the territory of the Slovak Republic are governed by this Act, unless legislation governing private international law does not stipulate otherwise.* We asked the respondents to indicate the correct answer regarding the employer's competence in employment relation with a foreign element (they had four options to choose from, with only one answer being correct) and at the same time, to indicate the concentration they needed to muster to understand the text on a scale from 1 to 3 (1 – minimum concentration, 3 – maximum concentration). We expected that respondents would be able to correctly identify the claim describing the factual situation envisaged in § 5 para. 1 of the Labor Code only if exerting maximum effort, which has also been confirmed. Of the 227 respondents involved, 126 (55.51%) responded correctly, of which 62 indicated that they needed to muster maximum concentration to identify the correct answer, 53 respondents made do with moderate concentration and only 11 respondents indicated they needed minimum concentration to identify the correct answer. Six respondents indicated that they needed minimum concentration to understand the text, but they did not respond correctly. 43 respondents with a moderate degree of focus on understanding the text and as many as 52 respondents, despite developing maximum concentration, did not respond correctly.

In addition to the accumulation of conjunctions, their spatial proximity contributes to difficulty in perceiving and comprehending the legal text. As a rule, if the conjunction connects more sentence constituents, it is placed between the last two of them. Violation of this rule violates the principle of text clarity. In the next questionnaire question we formulated three variations of one provision (§ 58 para. 5 of the Labor Code). In the first variation, we introduced the text in the wording currently in effect, in the second variation, we replaced the accumulated conjunction *and* with commas and in the third variation, we removed the conjunction *and* and we separated the enumerations in the text graphically. We asked the respondents to indicate which text they found most clearly written. We were verifying the hypothesis that the breakdown of the text would facilitate its perception. Up to 209 out of 227 respondents identified the third option. We are fully aware that graphical breakdown of the text is a space-costly solution, but since it promotes the perception

and comprehension of the text - a fact the lawmakers need to care about, they should consider this option when drafting legislation.<sup>5</sup>

### III. THE USE OF CONJUNCTIONS *AND* AND *OR* IN SPECIFIED FUNCTIONS

Conjunctions are used to connect sentence constituents in a syntactically accurate and formally explicit manner. Unlike in the natural language, in which conjunctions may be polysemic, in the legal text, they are strictly defined operators.

The functional definition of the conjunction *and* is laid down in the Legislative Rules of the Government of the Slovak Republic approved by Resolution of the Government of the Slovak Republic no. 164 of 4 May 2016, as amended by the Resolution of the Government of the Slovak Republic No. 44 of 28 September 2016 and the Resolution of the Government of the Slovak Republic No. 251 of 23 May 2018 (hereinafter the Government Legislative Rules). According to point 5.1. of Annex No. 1 to the Government Legislative Rules, *if the legal consequences or conditions are to occur simultaneously, the coordinating conjunction “and” is placed between the last two options.*

Pursuant to these rules, the use of the conjunction *and* in generally binding legislation is limited to a logical product operation, i.e., the conjunction *and* connects statements, whereas a statement, which is a logical product, is true only if both coordinated statements are true. On the other hand, in a natural language the conjunction *and* can express a coordinating, disjunctive, consequential, order of degree, explanatory, causal, exclusion and admissible relationship.<sup>6</sup>

We tested the comprehension of the coordinating relationship expressed by means of the conjunction *and* by testing the comprehension of prov. of § 40 par. 1 of the Labor Code, according to which *“a lone employee is an employee who lives alone and is single, widowed or divorced man, single, widowed or divorced woman”*. We chose a polytomically closed task (respondents chose from the four options available) and we expected that it would be difficult for respondents to determine whether the relationship between the definition of living alone and the characteristics of marital status (single, widowed or divorced) is cumulative or alternative.<sup>7</sup> 71.81% of respondents became aware that this was a logical product operation. Sixty-four respondents indicated an incorrect answer, and up to 42 of them thought that a lone employee could be considered a man who lived alone because his wife had left him.

The fact that the lawmaker itself may also have a problem with the use of the conjunction *and* solely in logical product operations is proved by the judgement of the Constitutional Court of the Slovak Republic no. III. ÚS 274/07 of 11 October 2007. In view of the

<sup>5</sup> IMRICHOVÁ, M., TUROČEKOVÁ, M. Linguistic analysis of legal texts. Prešov: Faculty of Arts, University of Prešov, 2015, p. 42.

<sup>6</sup> On the meaning of the conjunction *and*: Short Dictionary of the Slovak Language 4 from 2013 available at the dictionary portal of the Institute of Linguistics L. Štúra SAS. *Slovníkový portál Jazykovedného ústavu L. Štúra SAV* [online]. [2020-10-12]. Available at: <<http://slovník.juls.savba.sk/>>.

<sup>7</sup> KUNDRÁT, I. Empirical research into the comprehensibility of the Labor Code provisions - starting points, objectives and expectations. In: *Legal Language in Application Practice: Reviewed Proceedings of Scientific Conference Papers*. Košice: University of Pavol Jozef Šafárik in Košice, 2019, pp. 72-82.

purpose of the legal rule, in its aforementioned judgement, the Constitutional Court of the Slovak Republic had to admit the interpretation of the conjunction *and* in its alternative meaning. Even before the trial was over, the contested provision of Act No. 190/2003 Statutes on Firearms and Ammunition as amended by Act No. 747/2004 Statutes, in prov. § 19 par. 1 (a), the conjunction *and* was replaced with the conjunction *or*. Multiple similar examples can be cited, although they have not been dealt with in court proceedings, e.g.:

- Act No. 104/2014 Statutes amending and supplementing Act No. 49/2002 Statutes on the Protection of the Monuments Fund, as amended, made more precise by § 39 para. 6 and the conjunction *and* in its original version: *“Unauthorized research and excavation of cultural monuments, monument areas, archaeological finds and archaeological sites as well as unauthorized collection ...”* has been replaced by the conjunction *or*;
- Act No. 51/2018 Statutes, amending and supplementing Act No. 364/2004 Statutes on water, to correctly interpret § 21 para. 1 (c) and § 21 para. 2 (d), the original conjunction *and* has been replaced with the conjunction *or*, because the original conjunction is a coordinating conjunction joining the constituents of a sentence.

The practical problem with the use of the conjunction *and* in the specified function of a logical product can also be demonstrated in the decision of the Regional Court in Trnava in the dispute documented under the file number 46Sa / 10/2017 of 19 February 2018. Pursuant to § 37 para. 3 para. 1 (i) of Act No. 462/2007 Statutes on the organization of working hours in transport and on the amendment of Act No. 125/2006 Statutes on Labor Inspection and on the amendment of Act No. 82/2005 Statutes on illegal labor and illegal employment as amended by certain acts, in the wording of Act No. 309/2007 Statutes as amended (hereinafter referred to as the Act on the Organization of Working Hours in Transport), the Office of Labor Inspection shall impose a fine ranging from EUR 1 660 to EUR 16 660 on the employer or a transport undertaking if it breaches other obligations laid down by this Act (note: the Act on the Organization of Working Hours in Transport) *and* special regulations. In the proceedings, a fine of EUR 10 000 was imposed on the employer (the petitioner). The petitioner contested this fine on the grounds that its acting had not met the factual circumstances of a legal offence, as it had not breached both the obligation laid down by the Act on the Organization of Working Hours in Transport and the obligation laid down in a separate regulation. The Court did not accept the petitioner's defense based on its understanding of the logical product relationship expressed by the conjunction *and* in the provision of § 37 para. 3 (i) of the Act on the Organization of Working Hours in Transport and stated that *“for the purpose of imposing a fine, a cumulative breach of the obligation laid down in Act No. 462/2007 Statutes and, at the same time, the breach of the obligations laid down by a special regulation does not need to occur simultaneously. On the contrary, the Administrative Court takes the view that the conjunction ‘and’ in the cited provision replaces the conjunction ‘or’. In that regard, the Administrative Court points out that the legislator uses the conjunction ‘and’ instead of ‘or’ to define the factual circumstances of administrative offences ... The replacement of the conjunction ‘or’ with ‘and’ is used by the legislator to avoid repeating the same words in a single provision of the law. It is only natural that the text of the law must be interpreted in terms of particular context using individual methods of interpretation. Therefore, in the case under scrutiny, the provision of § 37 para. 3 (h) of Act No. 462/2007 Statutes must be interpreted as follows: administrative offense is committed by an employer or a transport undertaking who breaches*

*the obligations of the law other than those referred to in paragraphs 1 to 4 § 37) or the obligations laid down in a special regulation, which is the Regulation No. 165/2014.”*

We are of the opinion that the cited reasoning of the Trnava Regional Court “*Replacement of the conjunction “or” with “and” is used by the legislator to avoid repeating the same words in a single provision the law.*” is confusing and this argument in no way supports the final conclusion on the matter, which we otherwise concur to. If a conjunctive function, i.e. cumulative fulfillment of the conditions of the logical product relationship, has been established for the conjunction *and* in government legislative rules, it should be respected. In Slovak, the choice from options whose cumulative / concurrent validity is not excluded is expressed by the conjunction *or*. Certainly, a stylistic method where the conjunction *or* is equal to the conjunction *and* is also permissible, but mainly in the explanatory texts of an educational or journalistic style. According to the linguistic literature, “*if the communicator’s intention is to clearly and unequivocally differentiate the logical product from eventuality, the comprehension of the statement is not left to the recipient’s interference, rather, it is emphasized explicitly. If the communicator’s intention is to express that the content of the utterances may be interpreted both as a logical product and an eventuality, the dual interpretation is explicitly expressed by the operator and / or’.*”<sup>8</sup>

If the statutory provision were formulated in such a way that the offense is committed by the person who is acting in breach of the law, special regulations and / or international treaties, it is clear that the breach of the law does not require a conflict of law with special regulations and with international treaties at the same time. An act contrary to the law or to special regulations or to international treaties is sufficient, but an act contrary to the law and at the same time to special regulations, etc. is not excluded either.

The conjunction *or* expresses a disjunctive relationship that can take two forms. Exclusionary disjunction / alternative expressed by the conjunction *either - or*, or non - exclusionary (inclusive) disjunction / eventuality represented by the conjunction *or*. An alternative is a choice between two or several mutually exclusive options. It means that only one option applies, but not both at the same time (either - or). In the relationship of eventuality, the syntagmatic constituents do not cancel the possibilities but express their alternation, that is to say, one or the other, or both options may apply.<sup>9</sup>

The functional limitations of the conjunction *or* in the text of the legislation are regulated by point 5.2. of Annex no. 1 to Government Legislative Rules: “*... if the legal consequences or conditions may or may not occur simultaneously, the exclusionary conjunction “or” shall be placed between the last two alternatives. If the alternatives are mutually exclusive, the word “either” shall be placed before the first alternative and the exclusionary conjunction*

<sup>8</sup> KESSELOVÁ, J. Operators of alternative relationship. In: KESSELOVÁ, J. et al. *Conjunctions and linking elements in Slovak*. Bratislava: Science, 2013, p. 31.

<sup>9</sup> For “disjunction” see: KESSELOVÁ, J. How do we consider choosing from alternatives (operators of alternative relationship in Slovak). In: KESSELOVÁ, J., IMRICHOVÁ, M. (eds.): *Epistles on Language and Linguistics – Proceedings dedicated to associate prof. PhDr. František Ruščák, CSc., On the occasion of his life anniversary*. Prešov: University of Prešov 2012, pp. 124–142. Or also: IMRICHOVÁ, M.: Expression of disjunction and eventuality in normative text (against the background of general understanding and expression of these relations). In: OLOŠTIAK, M., IVANOVÁ, M., SLANČOVÁ, D. (eds.) *Modes of language and linguistics*. In honor of Miloslava Sokolová. Prešov: University of Prešov in Prešov 2011, pp. 220–228.

“or” between the last two alternatives. At the same time, the Legislative Rules of law making No. 19/1997<sup>10</sup> Statutes (‘Legislative rules’) in point 5 of the Legal Language section provide that ‘alternatives are expressed by the exclusionary conjunction ‘or’ and, where appropriate, by the adverb ‘conversely’. With several options, the conjunction is placed only between the last two options. Legislative rules of law making attribute a single meaning to the conjunction *or*, namely that of alternativeness, while government legislative rules allow the use of a conjunction *or* both to express an alternative and to express an eventuality.

Legislative rules of law making define the way in which the laws are created by the drafters of constitutional laws and regular laws, i.e. by the Committees of the Slovak National Council and its Members. The rules defined the details of the procedure of the bill preparation, sponsoring and discussion, as well as the form thereof, all the way to the bill’s promulgation as a law, except for the procedure regulating the drafting and discussing bills sponsored by the government of the Slovak Republic before they are presented to the National Council of the Slovak Republic. Legislative rules of the Government regulate the rules for creation of generally binding legal regulations and the procedure of ministries, other central state administration bodies, other state administration bodies and the National Bank of Slovakia in the preparation, sponsoring and discussion of *i*) a bill sponsored by the Government of the Slovak Republic pending submission to the National Council of the Slovak Republic; *ii*) a draft regulation of the Government of the Slovak Republic, a draft decree and a draft measure up to their promulgation. It would be an utter nonsense to conclude that in the laws sponsored by the Committees of the National Council of the Slovak Republic or the Members thereof, the conjunction *or* has a single meaning, namely that of the alternative, and in the laws sponsored by the Government of the Slovak Republic, the conjunction *or* may be used in both the eventual and the alternative relationship. Consideration should be given to aligning the government’s legislative and law making rules “into an optimized document, for the purpose of uniform compliance, regardless of the nature of the entity that initiated the legislative process”.<sup>11</sup>

In natural language, the conjunction *or* is most often used to express an exclusionary relationship (in the sense of either - or). Its use to express a conjunctive relationship with the meaning of eventuality or explanation is relied on only as a last resort.<sup>12</sup> Part of a person’s common experience is assessing options and making choices from the alternatives available. In the next questionnaire question, we cited the last sentence of Art. 10 Basic Principles of the Labor Code: “The employer is obliged to allow the trade union body, the employee council or the employee trustee to operate in the workplace.” and we verified

<sup>10</sup> Adopted as Resolution of the National Council of the Slovak Republic no. 519 of 18 December 1996, Resolution of the National Council of the Slovak Republic no. 1146 of 6 November 2008 and Resolution of the National Council of the Slovak Republic no. 1169/2018 of 16 May 2018 pursuant to § 69 para. 1 of the Act of the National Council of the Slovak Republic No. 350/1996 Statutes on the Rules of Procedure of the National Council of the Slovak Republic.

<sup>11</sup> DOBROVIČ, L. Selected Aspects of Legislative Law Making in Relation to the Legislative Content of the Labor Code. In: *Legal Language in Application Practice: Reviewed Proceedings of Scientific Conference Papers*. Košice: University of Pavol Jozef Šafárik in Košice, 2019, p. 34.

<sup>12</sup> On the meaning of the conjunction and: Short Dictionary of the Slovak Language 4 from 2013 available at the dictionary portal of the Institute of Linguistics L. Štúra SAS [online]. [2020-10-12]. Available at: <<http://slovník.juls.savba.sk/>>.

whether the respondents would prefer the alternative or the eventuality relationship between the constituents connected with the conjunction *or*. 33.92% (77) of the respondents were in favor of the eventuality relationship, i.e. that both the employee council and the employee trustee can operate in the workplace at the same time, which we consider to be a relatively high number, given the fact that in the natural language, the conjunction *or* is most frequently used to express the exclusionary relationship. Thus, another fact not contributing to the comprehensibility of the provisions of the Labor Code has been identified. Although the conjunction *either – or* expresses the exclusionary relationship more explicitly, its occurrence is completely absent in the Labor Code and the conjunction *or* expresses both relationships, that of an alternative and that of an eventuality. “*Since the conjunction or in itself is not an indicator of the type of relationship (author’s note, meaning the alternative / eventuality relationship) the interpretation is largely determined by the so-called experiential context of the recipient (their knowledge of and ideas about the world) and by the lexical casting of the statement.*”<sup>13</sup> Therefore, we cannot be surprised that the attitude of the lay public to the Slovak law is that of incomprehensibility.

The use of conjunctions in the specified functions and the comprehensibility of individual provisions is also related to the issue of enumerations. Enumerations are relevant in terms of legal consequences and, depending on the conjunction used, these legal consequences vary. As noted by Ž. Surmajová: “*In a clearly cumulative enumeration, the legislative practice omits the use of the relevant conjunction “and”, which, while not causing such a serious interpretation problem, is not as appropriate for reasons of legal certainty and non-interchangeability of enumeration as if it were included.*”<sup>14</sup> We agree that failure to use the conjunction *and* in cumulative enumerations should not be taken as a general rule in order to avoid controversial interpretation. Conjunctionless sentence compounding should not function in the way shown by a series of court decisions where bailiffs demanded payment of a bailiff’s fee. Pursuant to § 14 para. 1 (a) and (b) of Decree No. 288/1995 Statutes on Remuneration and Compensation of Bailiffs, in the version in force until 30 April 2008, if the bailiff is excluded from the enforcement activity or if the court suspends the enforcement activity, the bailiff’s fee for the execution of enforcement activity is determined as follows:

- a) according to the number of hours effectively spent on the enforcement activity,
- b) a lump sum for each step taken in the enforcement activity.

Disputes were based on the argument that, since between a) and b) no conjunction *or* is found, it is a cumulative method of fee determination, and, therefore, the determination of fee does not preclude the application of both methods of fee determination, i.e. under a) and b). The courts argued that the fee awarded simultaneously under a) and b) would entail double remuneration.<sup>15</sup>

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<sup>13</sup> KESSELOVÁ, J. Operators of alternative relationship. In: KESSELOVÁ, J. et al. *Conjunctions and linking elements in Slovak*. Bratislava: Science, 2013, p. 30.

<sup>14</sup> SURMAJOVÁ, Ž. Basic principles of legislation. In: *Magister Officiorum*, 2014, No. 2, pp. 58–71.

<sup>15</sup> See e.g. decision of the Regional Court in Žilina case no.: 10CoE / 46/2013 of 18 September 2013, decision of the Regional Court in Košice case no.: 13CoE / 282/2012 of 28 March 2013 decision of the Regional Court in Košice case on.: 14CoE / 189/2012 of 26 October 2012 and so on.



#### IV. CONCLUSION

The Labor Code warrants important social and economic rights. However, some of its provisions lack clarity and addressees without legal education often raise doubts about the correctness of their interpretation. The paper analyzed in detail the legal language of the Labor Code from the point of view of its sentence composition focusing on conjunctions. The difficulty in understanding legal texts is due to the complexity and compound nature of sentences and the use of conjunctions in specified, limited functions. The complexity and compound structure of sentences is indicated by high frequency of conjunctions and compound sentence formations. Although the use of conjunctions in the texts of legislation is frequent, their typology is, however, relatively low. Frequent use of conjunctions is then manifested in their accumulation in one sentence in inter-member and inter-sentence relation. The sentences are long, the addressee of the rule of law must become more focused while reading, comprehension of the text becomes more difficult and consequently leads to misunderstanding of the text of the law. In addition to the accumulation of conjunctions, their spatial proximity makes it difficult to understand the text, so care should be taken to adhere to the rule that if a conjunction connects multiple sentence members, it is placed between the last two of them.

Another problem is the practical adoption of the rule that in the text of the legislation, the conjunctions are used within the prescribed or limited function. Unlike in the natural language, in which conjunctions may be polysemic, in the legal text, they are strictly defined operators. The use of the conjunction *and* in generally binding legislation is limited to a logical product operation, i.e., the conjunction *and* connects statements, whereas a statement, which is a logical product, is true only if both coordinated statements are true. It has been demonstrated on several examples in the text of the paper that the legislator itself has a problem with compliance with this rule and that the misinterpretation must be remedied by the court.

The conjunction *or* expresses a disjunctive relationship that can take two forms. Exclusionary disjunction / alternative expressed by the conjunction *either – or*, or non – exclusionary (inclusive) disjunction / eventuality represented by the conjunction *or*. Legislative rules of law making attribute a single meaning to the conjunction *or*, namely that of alternativeness, while government legislative rules allow the use of a conjunction *or* both to express an alternative and to express an eventuality. However, it is logical that both the lawmakers following the legislative rules of law making and the lawmakers following the legislative rules of the government can use the conjunction *or* to express an eventual, as well as an alternative relationship. It is, thus, appropriate to address this contradiction in order to remedy the same. In addition, the legislative rules of law making and the legislative rules of the government regulate the legislative and technical guidelines for drafting of legislation, including requirements for the use of legal language, with some cases showing duplicity. We believe that it would do no harm to optimize these rules in a single document guaranteeing a uniform procedure for entities proposing and sponsoring generally binding legislation.