WESTERN AUSTRALIAN INDUSTRIAL MAGISTRATES COURT

CITATION	**:**	2020 WAIRC 00250
CORAM	**:**	INDUSTRIAL MAGISTRATE M. FLYNN
HEARD	**:**	WEDNESDAY, 11 SEPTEMBER 2019, THURSDAY, 12 SEPTEMBER 2019
DELIVERED	**:**	WEDNESDAY, 6 MAY 2020
FILE NO.	**:**	M 183 OF 2018
BETWEEN	**:**	JANINE CALLAN, DEPARTMENT OF MINES, INDUSTRY REGULATION & SAFETY **CLAIMANT** AND UBIQUITOUS HOLDINGS PTY LTD (ACN: 072 254 301) **RESPONDENT**

CatchWords	**:**	INDUSTRIAL LAW (WA) – *Long Service Leave Act 1958* (WA) – Whether casual employee entitled to long service leave – Meaning of 'employee' – Meaning of 'continuous employment' – Meaning of 'absence authorised by employer' – Meaning of 'termination of employment' – Meaning of 'ordinary pay'
Legislation	**:**	*Long Service Leave Act 1958* (WA) *Labour Relations Legislation Amendment Act 2006* (WA)
Case(s) referred to in reasons	**:**	***United Construction Pty Ltd v Birighitti*** [2002] 82 WAIG 2409 ***United Construction Pty Ltd v Birighitti*** [2003] WASCA 24 ***David Kershaw v Sunvalley Australia Pty Ltd*** [2007] WAIRComm 520 ***Hollis v Vabu Pty Ltd*** [2001] 207 CLR 21 ***Marshall v Whittaker's Building Supply Company*** [1963] 109 CLR 210 ***Commissioner of State Revenue v Mortgage Force Australia Pty Ltd*** [2009] WASCA 24 ***WorkPac Pty Ltd v Skene*** [2018] FCAFC 131 ***Fair Work Ombudsman v Ramsey Food Processing Pty Ltd and Stewart Ramsey*** [2011] FCA 1176 ***Re Printing and Kindred Industries Union and Christopher Harvey v Davies Bros Ltd*** [1986] FCA 455

Wingate v Causeway Holdings Pty Ltd (2017) FWC 6247
Port Noarlunga Hotel v Stewart (1981) 48 SAIR 220
R v Industrial Appeals Court and Automatic Totalisers Limited; Ex parte Raymond John Kingston (Unreported, VSC, 26 February 1976)
Melbourne Cricket Club v Francis Clohesy [2005] VSC 29
Caratti v Mammoth Investments Pty Ltd [2016] WASCA 84
Fix WA Pty Ltd Pty v City of Armadale [2019] WASC 356
Federated Clerks Union of Australia v Automated Totalisators Limited (1978) WAIG 1452
Melrose Farm Pty Ltd (t/as Milesaway Tours) v Milward [2008] WASCA 175
The casual employee in Port Noarlunga Hotel v Stewart (1981) 48 SAIR 220

Result	**:**	Judgment for the Claimant

Representation:

Claimant	**:**	Mr S. King (of counsel) as instructed by Department of Mines, Industry Regulation and Safety
Respondent	**:**	Mr J. O'Carroll (Director)

REASONS FOR DECISION

1 Ubiquitous Holdings Pty Ltd (the Company) operates a business in the aged care sector. The Company maintains a list of allied health professionals (Workers) who have successfully applied to the Company in anticipation of being allocated work by the Company. The Company also maintains a list of hospitals and similar institutions (Clients), each of whom has expressed interest in being allocated a Worker by the Company. The business of the Company is placing Workers with Clients.

2 Ms Wendy Derwort (Ms Derwort), a personal care assistant, successfully applied to the Company to join the list of Workers. Over a 13 year period between July 2001 and November 2014, she was placed with Clients for periods that varied between one day and five months. Ms Derwort worked for four or five days in most weeks during this period on a shift of between six and seven hours. She informed the Company in advance if she was not available for work. On two occasions, Ms Derwort informed the Company that she was not available for over two months. The Company considered Ms Derwort to be its casual employee. She was paid an hourly rate that was calculated by the Company's assessment of an 'industry standard' and applying a 25% loading.

3 Section 8 of the *Long Service Leave Act 1958* (WA) (LSL Act) provides for an *employee* entitlement to long service leave of 8 2/3 weeks on *ordinary pay* in respect of *continuous employment* of 10 years with one and the same *employer*.

4 The Claimant contends that Ms Derwort was an '***employee***' who had completed at least 10 years of 'continuous employment' with one and the same employer, the Company, and that she is entitled to long service leave on ordinary pay. The Claimant calculates Ms Derwort's entitlement to long service leave in the amount of $7,626.18.

5 The Company's response to the claim is two-fold. First, the Company questions whether Ms Derwort was an employee of the Company or an employee of each of the several Clients in which Ms Derwort was placed by the Company (**the Employee Issue**). Secondly, the Company disputes whether, given her *casual employment* status, Ms Derwort has been *continuously employed* as required by the LSL Act (**the Continuous Employment Issue).** Resolution of the Continuous Employment Issue will require determination of the significance of s 6(2) of the LSL Act providing that employment is deemed to be continuous notwithstanding specified events.

6 If the Claimant is successful on the Employment Issue and the Continuous Employment Issue, it will be necessary to determine the *ordinary pay* of Ms Derwort given the definition of that phrase found in s 4 of the LSL Act (**the Ordinary Pay Issue**).

7 The Claimant is an Industrial Inspector. An Industrial Inspector may institute proceedings in relation to disputes on whether and to what extent an employee is entitled to long service leave under the LSL Act.[1] This Court has jurisdiction to hear and determine this dispute.[2] The onus of proving the claim is upon the Claimant. The claim must be proven on the balance of probabilities.

Facts

8 On 19 June 2001, Ms Derwort attended the business premises of the Company in West Leederville. She was interviewed by Ms Carol Powell, whom she knew from a previous workplace, and signed a document entitled 'Atlantic Healthcare Services Employment Application' (the Employment Application). The Employment Application contained a handwritten notation indicating an application for a casual personal care assistant. A tax file declaration signed by Ms Derwort on the same day identified the 'Basis of payment' as 'Casual employment' and the registered business name of the payer as 'Ubiquitous Holdings Pty Ltd'.

9 Mr John O'Carroll (Mr O'Carroll), the sole Director of the Company at all relevant times, gave evidence of his belief that on or around 19 June 2001 Ms Derwort had been provided (and signed) a document entitled 'contract of services' (the Alleged Written Contract Document). Mr O'Carroll's belief was based upon his knowledge of the work practices of the Company; he was not personally involved with Ms Derwort in June 2001. The Company did not produce the Alleged Written Contract Document. Mr O'Carroll observed that 18 years have elapsed since June 2001. He stated that the record keeping systems of the Company have had a number of iterations over that period. He had been unable to locate the document. However, Mr O'Carroll produced a template document (the Template Contract) that was said by him to be commonly in use by the Company in 2001 and believed by him to be identical to the Alleged Written Contract Document, save that no name or signatures appeared in the Template Contract.

10 I infer from Ms Derwort's testimony that she does not recall signing or sighting the Alleged Written Contract Document. A document entitled 'Employment Checklist' (the Checklist) containing a handwritten heading 'Wendy Derwort 19/6/01' is in evidence. The Checklist comprises items associated with commencing new employment under headings, 'Receive', 'Give', and 'Explain'. The Checklist contains accurate reference to other documents that are in evidence, for example, the Employment Application. I am satisfied that the Checklist was completed in the ordinary course of the business of the Company for the purpose of recording matters related to the Company. I infer from the notation in the Checklist and am satisfied that Ms Derwort was supplied with a copy of the Alleged Written Contract Document. The column 'Give' includes, in a single row, handwritten notations, 'Contract', 'X' and '19/6/01'. I am also satisfied that the Template Contract is identical in all material respects to the Alleged Written Contract Document. I am not satisfied that Ms Derwort signed the Alleged Written Contract

Document or that there was any conversation between her and any representative of the Company as to the contents of the document. The Checklist records the Alleged Written Contract Document as having been 'given' to Ms Derwort and does not record it as being signed and returned i.e. 'Received'.

11 The contents of the Template Contract on work arrangements are consistent with Mr O'Carroll's evidence of the usual arrangements between the Company, Workers (called 'Temporary Workers' in the Template Contract) and Clients. The contents are not inconsistent with the evidence of Ms Derwort as to the same arrangements. The Template Contract is entitled 'Contract for Services' and commences with a sentence, 'This Contract of Services takes effect upon commencement of employment and finishes on completion of assignment'. Clause 1 provides that 'a Temporary Worker is engaged under a contract of service' on terms stated in the Template Contract and 'which apply to each and every assignment'. The Company agrees to offer to Temporary Workers opportunities to work where there is a suitable assignment with a client (cl 2 of the Template Contract). There is no obligation to offer 'any normal number of hours in any day or week' (cl 5 of the Template Contract) and there may be periods between assignments when there is no work at all (cl 8 of the Template Contract). Although the Temporary Worker is not obliged 'to accept the offer of an assignment' (cl 4 of Template Contract), the Company may terminate the contract if an offer is declined (cl 5 of the Template Contract). The Company will pay to the Temporary Worker wages at an hourly rate (less tax) and superannuation (cl 3 of the Template Contract). The Company will not pay any entitlements 'normally associated with employment such as holidays (including statutory holidays), sick leave, long service leave etc' (cl 6 of the Template Contract). If the Company purports to terminate the contract, the Temporary Worker may request a senior manager of the Company to review the termination (cl 12 of the Template Contract).

12 Also, in evidence is a document entitled 'Ubiquitous Holdings Pty Ltd - Terms and Conditions of Business for the Supply of Temporary / Contract Staff' (the Company/Client Template Document). The contents of the Company/Client Template Document on work arrangements are consistent with the Template Contract. I am satisfied that a document akin to the Company/Client Template Document was expressly or impliedly adopted by a number of Clients of the Company. Retaining the nomenclature used in the Company/Client Template Document, a 'Temporary Worker' such as Ms Derwort, is stated to be an employee of the Company (cl 2 of the Company/Client Template Document). The Client agrees to pay the invoice of the Company for the hours worked by the Temporary Worker (cl 3 of the Company/Client Template Document). Mr O'Carroll gave evidence that the invoice identified (inter alia): hours on placement; an hourly rate; a 25% loading; an insurance fee; and a fee for the Company services. The hourly rate is set by the Company with the knowledge of hourly rates being paid by a Client directly to the Client's own employees. Mr O'Carroll had received advice that a 20% loading was the minimum required by law to be paid to a casual employee and that a 25% loading would forgo any argument about casual employees not being properly compensated for forgone entitlements. The Client must pay a fee to the Company if the Client engages the temporary worker within a period of six months from the termination of any temporary assignment (cl 6 of the Company/Client Template Document). The fee was to be calculated in accordance with a separate agreement, also in evidence.

13 The Company has placed approximately 4,300 Workers with Clients over a 20 year period and the total amount invoiced was over $100 million. Mr O'Carroll observed that the situation of Workers varied. Some Workers used a placement with a Client to help decide whether to seek employment directly with the Client. Some Clients used a placement for the same purpose; to

help decide on whether to offer direct employment to a Worker. Many Workers appreciated the flexibility of choosing the precise number of placements each week that suited their circumstances. Some Workers never sought or accepted a placement, apparently registering with the Company was to their advantage in dealings with government on social security matters.

14 On 4 July 2001, at the request of an employee of the Company, Ms Derwort attended Sandstrom Nursing Home in Mount Lawley and worked an afternoon shift. This was her first placement. The following findings about subsequent placements are supported by 'time entries for employment from 1 January 2003 to 21 November 2014' (the Placement Spreadsheet) and 'pay advice from 11 June 2007 to 30 November 2014 (the Pay Advices). I also have reproduced the information in the Placement Spreadsheet onto an annual calendar for each year between 2003 to 2014 (Placement Calendars 2003 - 2014) so as to clearly delineate:

1. days worked by Ms Derwort (highlighted orange in 'Annexure A' to these reasons);
2. days not worked by Ms Derwort and stated by Ms Derwort to be her holidays, notified in advance by her to the Company (highlighted blue in 'Annexure A' to these reasons); and
3. days not worked (marked in a different manner as indicated by the 'Key').

15 The Placement Calendars 2003 - 2014 are included as 'Annexure A' to these reasons.

16 The Placement Spreadsheet was supplied to the Claimant by solicitors for the Company. Mr O'Carroll questioned the reliability of the Placement Spreadsheet. He noted that, for a range of reasons, a Worker may not actually attend to work as indicated on the Placement Spreadsheet. He stated, for example, that Workers were known to 'swap' shifts. He stated that certain records (now no longer available) were a more reliable indicator of placements of a Worker than the Placement Spreadsheet. Notwithstanding his evidence, I consider the Placement Spreadsheet to be a reliable basis for my findings. It is consistent with the evidence of Ms Derwort insofar as she attests to having been placed with a number of Clients for periods ranging between one day and a number of months. I have also compared a selection of the contents of the Placement Spreadsheet with the relevant pages from the Pay Advices and found the contents of each to be consistent with the other.

17 The length of each placement with a Client ranged in duration between a single day and a number of months. There was no consistent pattern in the identity of the Client where a placement was made. Some placements were with one Client for a period of up to six months without 'interruption'. An alternative pattern of placements involved a relatively long period with one Client 'interrupted' with shorter placements to a number of other Clients.[3] A significant proportion of Ms Derwort's work involved relatively short placements with different Clients. For example, between August 2006 and January 2007, Ms Derwort was placed with at least ten different Clients for time periods ranging between one day and one month.

18 There was no consistent pattern in the days of the week that Ms Derwort worked. Ms Derwort was usually placed for at least four days each week and often for at least five days each week. The days were often, though not invariably, consecutive. Not infrequently, those working days included a Saturday or a Sunday (or both). Ms Derwort worked on public holidays. There were occasional periods when Ms Derwort worked fewer than four days per week. There were occasions when Ms Derwort worked more than five days of a week, including occasions when she worked every day of the week and into the following week. There was no consistent pattern in the length of each shift. Each placement was for a shift of between four and eight hours and more usually between six and seven hours. There is no evidence as to the starting time of each

shift. Occasionally, Ms Derwort worked a 'split shift' of four hours each with different Clients on the one day.

19 The procedure for allocating placements involved two processes. First, Ms Derwort was required to advise the Company, on a weekly basis, of her availability for placements in the following week. Secondly, the Company would initiate contact with Ms Derwort by telephone to advise of a placement commencing or a placement ending. It was sometimes expedient for a Client to inform Ms Derwort of the end or commencement of a placement with that Client. If Ms Derwort was unable to attend to an allocated placement because of illness, she would inform the Company of this fact. Communication between Ms Derwort and the Company involved telephone conversations between Ms Derwort and an employee of the Company located in the 'call centre' of the Company. Over time, Ms Derwort came to have many conversations with a particular call centre staff member known to Ms Derwort as 'Madge'.

20 When Ms Derwort proposed to go on a holiday (or could not work for any reason) she contacted the call centre in advance and advised of her unavailability for work during a specified period of time (Leave Procedure). The Placement Spreadsheet (and the blue highlighted dates on the 'Annexure A') correlate with the evidence of Ms Derwort that this occurred on 11 occasions for periods between seven and 16 days and on four occasions for periods of 33 days, 40 days, 68 days and 88 days.

21 Ms Derwort's gross pay was calculated on the basis of the number of hours that she worked each day for the Client and an hourly rate that varied according to whether she worked on a weekday, Saturday, Sunday or public holiday. The Company deducted income tax from the total gross pay and remitted the net amount to Ms Derwort. Ms Derwort was paid fortnightly by bank transfer from the Company to her bank account. Contributions were made by the Company to a superannuation account in the name of Ms Derwort. Ms Derwort's gross income, revealed by the PAYG Payment Summaries supplied by the Company to the Claimant was as follows: $45,291 in 2008; $30,991 in 2009; $39,009 in 2010; $35,415 in 2011; $40,727 in 2012; $43,930 in 2013; $35,942 in 2014; and $12,666 in 2015.

22 While working at the premises of a Client, Ms Derwort wore a uniform supplied by the Company and displaying insignia of the Company. Ms Derwort contributed to the cost of the uniform. From time to time Ms Derwort undertook training, arranged by the Company, relevant to the duties that she performed when working in a placement. If Ms Derwort was unable to resolve a complaint about a workplace issue, a manager of the Company was available to intervene with the Client on behalf of Ms Derwort.

23 Ms Derwort's last placement was at St Vincent's Nursing Home in Guildford on 21 November 2014 when she worked a shift of 7.75 hours. There is a dispute about the circumstances of the end of the relationship between Ms Derwort and the Company.

24 Mr O'Carroll gave evidence that sometime *after* 21 November 2014, 'Madge' recognised the voice of Ms Derwort when Ms Derwort telephoned in the capacity of an employee of a Client, namely, Aegis Aged Care at Lakeside. I infer that the basis of Mr O'Carroll's evidence is a conversation that he had (on an unknown date) with 'Madge'.

25 Ms Derwort gave evidence that, before her last placement she was offered alternative employment and she determined that she would cease to be available to the Company for placements with Clients. Her evidence was that she attended at the office of the Company in person and attempted to speak to a representative of the Company. Finding no-one was in

attendance, she telephoned the 'call centre' of the Company and spoke to 'Madge'. Ms Derwort gave evidence that she informed 'Madge' of having been offered a job and proposing to resign.

26 In the absence of the direct evidence of 'Madge', I prefer the direct evidence of Ms Derwort over the hearsay evidence of Mr O'Carroll. I am satisfied that Ms Derwort gave notice to 'Madge', before 21 November 2014, of the termination of her relationship with the Company.

The Employee Issue

27 The effect of s 8 of the LSL Act is that Claimant must prove that, at all relevant times, Ms Derwort was an '***employee***' and that the Company was her '***employer***'.

28 The definition of '***employee***' and '***employer***' is stated in s 4(1) of the LSL Act:

> **employee** *means, subject to subsection (3) —*
>
> *(a) any person employed by an employer to do work for hire or reward including an apprentice;*
>
> *(b) any person whose usual status is that of an employee;*
>
> *(c) any person employed as a canvasser whose services are remunerated wholly or partly by commission or percentage reward; or*
>
> *(d) any person who is the lessee of any tools or other implements of production or of any vehicle used in the delivery of goods or who is the owner, whether wholly or partly, of any vehicle used in the transport of goods or passengers if the person is in all other respects an employee;*
>
> **employer** *includes —*
>
> *(a) persons, firms, companies and corporations; and*
>
> *(b) the Crown and any Minister of the Crown, or any public authority, employing one or more employees;*

29 The Claimant contends that, between July 2001 and November 2014, Ms Derwort was a casual employee of the Company; she was not a full-time or part-time employee or an independent contractor. The Company agrees with the characterisation of Ms Derwort as a casual employee. In circumstances where each party conducted their case on the basis of Ms Derwort being a casual employee, it is not appropriate to contradict this characterisation of her legal status without notice to the parties and, for the reasons given in the following two paragraphs, it is not necessary to do so.

Ms Derwort is not an independent contractor

30 Authorities upon the meaning of '***employee***' and '***employer***' for the purposes of the LSL Act have drawn upon the distinction, well known at common law, between an employee and an independent contractor.[4] An employee is a party to a contract of employment (also named a contract of service), supplying labour to an employer. An independent contractor is a party to a contract of service, supplying labour to a client.[5] It is the substance or reality of the totality of the relationship between the parties that determines the character of the legal relationship.[6]

31 I am satisfied that the contents of the Alleged Written Contract Document evidenced the terms of a contract between Ms Derwort and the Company. Although Ms Derwort did not sign the document, the circumstances by which Ms Derwort came into possession of the document and the circumstances of her subsequently commencing work are evidence that both parties intended to be bound by the terms of the document. The terms of the contract, save for the title ('Contract

for Services'), are consistent with a contract of employment (i.e. a contract of service) and inconsistent with Ms Derwort being an independent contractor. She was subject to direction by the Company as to the performance of her relatively unskilled duties and she was paid at an hourly rate. The Company deducted income tax and paid superannuation. The work practices of the parties were inconsistent with Ms Derwort having the status of an independent contractor. Personal service was required and delivered. She wore the uniform of the Company. The contractual label of 'Contract for Services' is not significant; it does not reflect the reality of the relationship between the parties.

Ms Derwort is a casual employee of the Company

32 Full-time and part-time employment is characterised by an employer commitment to on-going employment according to an agreed pattern of ordinary time for an indefinite term; casual employment is characterised by the *absence* of an employer commitment of continuing and indefinite work and the *absence* of an employee obligation to provide labour upon request.[7] The terms of the contract of employment between Ms Derwort and the Company, contained in the Alleged Written Contract Document and evidenced by Template Contract, are explicit: there is no obligation to offer any normal number of hours in any day or week. The subsequent work practices of the parties did nothing, by implication, to alter this term.

33 On behalf of the Company, Mr O'Carroll observed that, when carrying out her duties on the premises of a Client, Ms Derwort was subject to the direction of that Client. Accordingly, he suggested, it was arguable that Ms Derwort became a casual employee of each Client for the period of each placement. If this argument is accepted, Ms Derwort was not an employee of the Company during the period of each placement and has no entitlement, as against the Company, to long service leave.

34 The argument invites comparison with similar 'labour hire' arrangements considered in other cases. A review of cases was undertaken by Buchanan J in ***Fair Work Ombudsman v Ramsey Food Processing Pty Ltd and Stewart Ramsey*** [2011] FCA 1176 [47] - [66] (***Ramsey's Case***). Of significance are the following conclusions (citations omitting):

1. At common law, 'an employee of one business entity [the first entity] might be hired, loaned or seconded to another person or business [the second entity], without any change in employment relationship occurring. This is so even if a good measure of practical control is exercised over the work of the employee by' the second entity: ***Ramsey's Case*** at [47].

2. At issue is the substance and reality of the relationship between each entity and the worker. The first entity may be in a contract *of* service (employment) or a contract *for* services (independent contractor) with the worker. Of relevance will be 'indications of commercial practicality in the arrangement' and whether the true primary relationship (employment or independent contract) is between the first entity and the worker: ***Ramsey's Case*** at [63].

3. In the following case, a worker supplies services to the first entity while attending at the site and working under the direction of the second entity: (1) an agreement exists between the first entity and the second entity for the supply of a worker to the second entity to do certain work on terms that the second entity remunerate the first entity; and (2) an agreement exists between the first entity and the worker, whereby the worker agreed to perform work at the direction of the second entity for remuneration to be paid by the first entity: ***Ramsey's Case*** at [66].

4. In the example in (c), when 'attending [the site of the second entity] ... and doing work, [the worker] supplies services to [the first entity] … for the purpose of its business, notwithstanding that [the worker] also at the same time supplies the same services to the [second entity] … for the purpose of' second entity's business: ***Ramsey's Case*** at [66].

35 Applying the observations in ***Ramsey's Case*** to my findings of fact above, I am satisfied that Ms Derwort was a casual employee of the Company and that Ms Derwort was *not* an employee of any Client of the Company where she worked on a placement. Ms Derwort was subject to a measure of practical control by a Client when working on the premises of the Client. So much was a term of her contract of employment with the Company, reflected in cl 4 of the Template Contract. She was required to afford to the Client 'such faithful service as would be expected by the Client from a Contract of Employment' and '[t]o comply with any policies or procedures in force at the premises' of the Client. However, the 'substance and reality' of the relationship between Ms Derwort, the Company and a Client was succinctly and accurately described by Mr O'Carroll as offering Workers and Clients a 'try before you buy' opportunity. The Company, from the perspective of Clients, assumed the usual risks and responsibilities of an employer until a Client requested a permanent placement. From the perspective of the Worker, there was no obligation to a Client other than to complete a placement. Ms Derwort was a casual employee of the Company.

Continuous Employment Issue

36 The Claimant contends that, as a casual employee of the Company, Ms Derwort was an '***employee***' and that the Company was her '***employer***' within the meaning of the words as defined in s 4(1) of the LSL Act. There is nothing in the definition (or elsewhere in the LSL Act) to suggest that the ordinary meaning of the word 'employee', which may be taken to include permanent employees *and* casual employees,[8] should be given any different meaning. Ms Derwort is an '***employee***' and the Company is her '***employer***' within the meaning of those terms as defined by s 4(1) of the LSL Act. The significance of Ms Derwort's status as a 'casual employee' is the implication of that legal status upon calculations of her period of 'continuous employment' by the Company.

37 The effect of s 8 of the LSL Act is that the Claimant must prove that Ms Derwort had completed at least seven years of 'continuous employment' with the Company.[9] Although s 6 of the LSL Act is entitled, '[w]hat constitutes continuous employment', the section does not define the phrase 'continuous employment':

> ***6. What constitutes continuous employment***
>
> *(1) For the purposes of this Act employment of an employee whether before or after the commencement of this Act shall be deemed to include —*
>
> *(a) any period of absence from duty for —*
>
> *(i) annual leave;*
>
> *(ii) long service leave; or*
>
> *(iii) public holidays or half-holidays, or, where applicable to the employment, bank holidays;*
>
> *(b) any period of absence from duty necessitated by sickness of or injury to the employee but only to the extent of 15 working days in any year of his employment;*
>
> *(c) any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations under*

this Act in respect of long service leave or obligations under any award or industrial agreement in respect of annual leave; and

(d) any period during which the employment of the employee was or is interrupted by service —

(i) as a member of the Naval, Military or Air Forces of the Commonwealth of Australia …

but only if the employee, as soon as reasonably practicable after the completion of any such service, resumed or resumes employment with the employer by whom he was last employed prior to the commencement of such service.

(2) For the purposes of this Act, the employment of an employee whether before or after the commencement of this Act shall be deemed to be continuous notwithstanding —

(a) the transmission of a business as referred to in subsections (4) and (5);

(b) any interruption referred to in subsection (1) irrespective of the duration thereof;

(c) any absence of the employee from his employment if the absence is authorised by his employer;

(d) any standing-down of an employee in accordance with the provisions of an award, industrial agreement, order or determination —

…

(e) any absence from duty asrising directly or indirectly from an industrial dispute if the employee returns to work in accordance with the terms of settlement of the dispute;

(f) any termination of the employment by the employer on any ground other than slackness of trade if the employee is re-employed by the same employer within a period not exceeding 2 months from the date of such termination;

(g) any termination of the employment by the employer on the ground of slackness of trade if the employee is re-employed by the same employer within a period not exceeding 6 months from the date of such termination;

(h) any reasonable absence of the employee on legitimate union business in respect of which he has requested and been refused leave;

(i) any absence of the employee from his employment after the coming into operation of this Act by reason of any cause not specified in subsection (1) or in this subsection unless the employer, during the absence or within 14 days of the termination of the absence, gives written notice to the employee that the continuity of his employment has been broken by that absence, in which case the absence shall be deemed to have broken the continuity of employment.

(3) *Any period of absence from, or interruption of employment referred to in subsection (2)(c) to (i) inclusive shall not be counted as part of the period of an employee's employment.*

38 The effect of the section is to provide for the consequences (at law) of three categories of events. First, the time period that an employee is absent from duty because of events described in s 6(1)of the LSL Act is deemed to be included as time in employment. For example, absence from duty for annual leave is deemed to be included in employment. Similarly, absence from duty (to a maximum of 15 days per year) necessitated by sickness is deemed to be included in employment. Secondly, employment is deemed to be 'continuous employment' notwithstanding interruption, absence or termination of employment by reason of any of the events set out in s 6(2) of the

LSL Act. For example, employment is deemed to be continuous notwithstanding any authorised absence or any absence from employment by reason of any cause not otherwise specified in s 6(1) or 6(2) of the LSL Act. Thirdly, although s 6(2) of the LSL Act provides that employment is deemed to be continuous in the circumstances prescribed, any period of absence by reason of the circumstances in s 6(2)(c) to s 6(2)(i) of the LSL Act will not be included in calculating whether an employee has reached seven years of continuous employment.

39 The Claimant's case is that Ms Derwort was in continuous employment with the Company from 4 July 2001 until November 2014. It is said that, subject to comments in the following paragraph on those non-working time periods subject to the Leave Procedure (described above), the ordinary meaning of the phrase 'continuous employment' is an apt description of the nature and circumstances of Ms Derwort's casual employment over the whole of this period. Supporting this interpretation of the LSL Act, it is noted that the statutory formula for calculating pay during long service leave expressly requires taking account of time spent working as a 'casual employee'.[10]

40 The Claimant accounts for 15 separate non-working time periods subject to the Leave Procedure as 'authorised absences' (s 6(2)(c) of the LSL Act) with the consequences noted above on the effect of s 6(2) (employment deemed continuous) and s 6(3) (absences not included when calculating length of service) of the LSL Act. Ms Derwort's employment is deemed to be continuous notwithstanding the absence from work (s 6(2)(c) of the LSL Act). However, the Claimant does not include each of the 15 time periods when calculating whether Ms Derwort has reached seven years of continuous employment (s 6(3) of the LSL Act).

41 The Company does not agree with the Claimant on the proper construction of the LSL Act. Emphasis is placed upon the incongruency, in fact and in law, of equating the 'casual employment' of Ms Derwort with the 'continuous employment' requirement of the LSL Act. The Company contends that there was no obligation to offer *any* placement to Ms Derwort and observes that Ms Derwort was free to accept or reject each offer of a Client placement. The Company's case is that the contingent and intermittent nature of the casual employment relationship between Ms Derwort and the Company was inconsistent with a characterisation of 'continuous employment'; it was unlikely that Parliament intended to impose a statutory obligation upon the Company which may or may not crystallise upon an unknown future date.

42 In particular, invoking s 6(2)(f) of the LSL Act, the Company argues that, by reason of the nature of casual employment, any period of 'continuous employment' of Ms Derwort was terminated on a 'ground other than slackness of trade' at the end of each Client placement. No legal relationship subsisted with the Company unless and until a further Client placement was offered by the Company and accepted by Ms Derwort. If this argument is accepted, two consequences follow.

43 First, as a result of s 6(2)(f) of the LSL Act, in each case where more than two months elapsed between Client placements, Ms Derwort ceased to be continuously employed. Ms Derwort was placed with a Client on 4 July 2001. The Company argues that Ms Derwort was continuously employed for (by coincidence) seven years, until, on 4 July 2008, Ms Derwort ended a Client placement and commenced a non-working period in excess of two months (5 July 2008 - 29 September 2008).

44 Secondly, as a result of s 6(3) of the LSL Act, each non-working period of *any* length between Client placements, was not to be counted as part of Ms Derwort's employment. For example, in June 2008, Ms Derwort did not work at all on the following dates: 8 June 2008, 9 June 2008, 16 June 2008, 21 June 2008, 22 June 2008, 23 June 2008, 28 June 2008, and 29 June 2008. The

Company argues that there was no legal relationship between the Company and Ms Derwort on these eight days. There was no continuous employment. Those days must not be counted as part of Ms Derwort's employment.

45 As a result of the two consequences identified in the two preceding paragraphs, the Company argues that Ms Derwort will not have completed at least seven years of employment.

46 An alternative argument might have been made by the Company, invoking s 6(2)(c) of the LSL Act on 'authorised absences' or s 6(2)(i) of the LSL Act on absence from employment for 'any other reason'. If, between each Client placement, no legal relationship subsisted between Ms Derwort and the Company, those non-working periods might be characterised as 'authorised absences' or 'absences for an unspecified reason'. If this argument is accepted, as a result of s 6(3) of the LSL Act, each non-working period *of any length* between Client placements, is not to be counted as part of Ms Derwort's employment. The resulting calculation may or may not result in an entitlement to long service leave, depending upon the total number of non-working days in the period between July 2001 and November 2014.

47 The relationship between casual employment and continuous employment has not previously been addressed by a court in Western Australia.[11] The issue has been considered by courts in other States. In South Australia, it has been held that the text of the relevant statute, in using the phrase 'continuous *work'* (emphasis added), favoured an entitlement to long service leave for a casual employee.[12] In Victoria, the opposite conclusion was reached when considering the (different) language of the relevant statute; a casual employee was not entitled to long service leave.[13] The text of the South Australian and the text of the Victorian statutes were different from each other and different from the text of the LSL Act. Those decisions serve to emphasise that, as in any case requiring interpretation of a statute, the starting point in resolving the issue in this case is consideration of the ordinary meaning of the words of the LSL Act in the context of the whole of the LSL Act and the evident purpose of the Act.

48 In ***Caratti v Mammoth Investments Pty Ltd*** [2016] WASCA 84 at [390] - [392], Buss JA (as he then was) states:

> *The modern approach to statutory construction is purposive. The statutory text is the surest guide to Parliament's intention. A decision as to the meaning of the text requires consideration of the context, in its widest sense, including the general purpose and policy of the provision.*
>
> *The context includes the existing state of the law, the history of the legislative scheme and the mischief to which the statute is directed.*
>
> *The purpose of legislation must be derived from the statutory text and not from any assumption about the desired or desirable reach or operation of the relevant provisions. The intended reach of a legislative provision is to be discerned from the words of the provision and not by making an a priori assumption about its purpose.* (citations omitted)

49 Similarly, in ***Fix WA Pty Ltd Pty v City of Armadale*** [2019] WASC 356 at [70], Hill J notes:

> *The starting point in considering the meaning of the Act is to consider the ordinary and grammatical sense of the statutory words to be interpreted having regard to their context and legislative purpose. Extrinsic materials can be considered to confirm the ordinary meaning conveyed by the text of the provision, or to determine the meaning of a provision where the provision is ambiguous or obscure, or where the ordinary meaning gives rise to a result that is manifestly absurd or unreasonable (Interpretation Act 1984 (WA), s 19(1)).*

50 The definition of '***ordinary pay***' found in s 4 of the LSL Act, used for the purposes of calculating the quantum of a long service leave payment, contains a formula to be used 'where the normal

weekly number of hours have varied over the period of employment of a full-time, part-time or *casual employee'* (emphasis added). The Claimant argues that the express reference to the weekly number of hours of a *casual employee* is an indication of a statutory purpose of the LSL Act consistent with casual employees being entitled to long service leave. An examination of the history of this provision confirms this indication:

1. The definition of '***ordinary pay***' quoted above was introduced by the *Labour Relations Legislation Amendment Act 2006* (WA), inserting the words 'full-time, part-time or casual' before the word '***employee***' in s 4(2)(c) of LSL Act. The explanatory memorandum to the *Labour Relations Legislation Amendment Bill 2006* (WA) (the Amending Bill) provides helpful context to the occasion for the amendment. The Amending Bill was intended to ensure consistency between the LSL Act and an order made by the Commission in Court Session on 27 January 1978 (LSL General Order).[14] Clause 2(1) of the LSL General Order provided for long service leave for a worker based on continuous service with one and the same employer. Clause 4(2) of the LSL General Order provided that a worker entitled to long service leave was to be paid at the 'rate applicable … for the standard weekly hours which are prescribed by [the] award … but in the case of casuals and part-time workers [was to be paid] … the rate for the number of hours usually worked up to but not' including the prescribed standard. The explanatory memorandum explicitly makes a link between cl 4(2) of the LSL General Order and the (new) definition of '***ordinary pay***' in the LSL Act.[15]

2. In ***Federated Clerks Union of Australia v Automated Totalisators Limited*** (1978) WAIG 1452 (***Sloans* case**), the Industrial Appeal Court considered whether the LSL General Order provided for an entitlement to long service leave in the case of a casual employee. Casual employment may arise from a series of separate and distinct contracts of employment for each and every engagement (a Series of Casual Contracts). Alternatively, casual employment may arise from a single contract of employment on terms that include working on days and times when requested by the employer (a Single Casual Contract). Whether casual employment is evidenced by a Series of Casual Contracts or a Single Casual Contract is a question of fact.[16] In ***Sloans*** case, the casual employment relationship was created by a Single Casual Contract made at the commencement of employment and subject to termination on reasonable notice. The employee promised to be available for work. The employer promised to provide *some* work, subject to the right not to provide work at any particular time. The employee worked each week for 12 years except for two weeks when the employer informed the employee that he was not required. The Court held that there was continuous employment 'under one contract and that was the one created' at the commencement of the employment. The Court also considered the effect of the LSL General Order upon casual employment arising from a Series of Casual Contracts, holding that an employee remains continuously employed for so long as the employee has provided work to the employer.

3. The explanatory memorandum to the Amending Bill cites an expert review of industrial relations legislation in connection with the explanation for a provision repealing the LSL General Order: Commissioner G.L. Fielding, *Review of Western Australian Labour Relations Legislation* (July 1995)[17] (the Fielding Review). The Fielding Review included a number of observations on the question of the entitlement of casual employees to long service leave. Commissioner Fielding expresses the view that there is no reason in principle why a casual employee could not be said to be in continuous

employment or service of one employer for a long period. '[Many employees] are frequently rostered for work on a regular basis, albeit that the roster is liable to constant change, depending on the requirements of the employer. In those circumstances, despite being described as casual, the employment is essentially continuous.'[18] The Fielding Review recommended consistency between the LSL General Order and the LSL Act in this issue.

51 Section 6(1) of the LSL Act does not shed light on the status of casual employees; the proscribed events may (for example, military service) or may not (for example, annual leave) be capable of application to a casual employee. In the result, s 6(1) neither supports nor detracts from an interpretation of 'continuous employment' that includes employment as a casual employee.

52 The Company's argument that the end of a Client placement marked the termination of employment (or the commencement of an absence from employment) is not an accurate characterisation of Ms Derwort's employment relationship with the Company. Like the casual employee in ***Sloans*** case,[19] Ms Derwort's casual employment was created by a Single Casual Contract. The contract was created by the exchange of communications on or after 19 June 2001 and Ms Derwort subsequently attending her first Client placement on 5 July 2001. The Alleged Written Contract Document is a source of the terms of the contract. The employment is 'casual' because there is no obligation upon the Company to offer any normal number of hours and there is an acknowledgement of the possibility of no work at all 'between assignments'. However, two features of the contract are worthy of comment.

53 First, the Company's contention of having no on-going obligation to Ms Derwort is inaccurate. The Company has an obligation to offer work to Ms Derwort 'where there is a suitable assignment with a Client'. If and when a suitable Client placement arose, the Company was obliged to offer the placement to Ms Derwort. Secondly, the Company's contention that Ms Derwort was free to refuse an offer of a Client placement is also inaccurate. The Company was entitled to terminate the contract if Ms Derwort declined the offer of a placement. Unless and until the contract was terminated by the Company, it remained on foot.

54 It follows from these two features of the contract of employment that Ms Derwort remained in a contractual relationship of employment with the Company during non-working periods between Client placements. No termination occurred. So long as Ms Derwort was available for work, no question of absence from work arises. It is a short step from these observations to a conclusion that, so long as Ms Derwort was available for employment, as required by her contract, she was in continuous employment.

55 'Continuous employment' is not relevantly defined by s 6 of the LSL Act to expressly include or exclude casual employment arising from a Single Casual Contract. The ordinary meaning of the word '***employee***' in s 8 of the LSL Act and the definition of '***ordinary pay***' in s 4 of the LSL Act suggests a statutory purpose that casual employees have the same entitlement to long service leave as full-time and part-time employees. The history of s 4 of the LSL Act and the mischief to which the Amending Bill was directed tend to confirm this statutory purpose. I conclude that the phrase 'continuous employment' in s 8 of the LSL Act is capable of including a period of casual employment arising from a Single Casual Contract in the circumstances of Ms Derwort. The Company undertook to make offers of employment if a suitable assignment arose and did, in fact, make such offers. Ms Derwort undertook to accept such offers and she did, in fact, accept such offers.

56 I agree with the submission of the Claimant, summarised above, that the 15 separate non-working time periods subject to the Leave Procedure constitute 'authorised absences' with the

consequence that those absences are not included when calculating Ms Derwort's length of service. The Leave Procedure was, in effect, an agreement between Ms Derwort and the Company to suspend so much of the contract of employment that imposed an obligation upon the Company to offer employment and imposed an obligation upon Ms Derwort to accept an offer of employment. Ms Derwort identifies those periods as 'holidays'. Her evidence of advising the call centre of the Company in advance of each holiday was not effectively challenged. Those non-working periods were each an 'authorised absence'. The Claimant calculates the period of continuous employment of Ms Derwort as being in excess of 10 years, giving rise to an entitlement to 8 2/3 weeks of leave. The calculation is done on the basis of continuous employment of in excess of 13 years, being employment between 4 July 2001 and 21 November 2014, reduced by 353 days being the periods of 'authorised absence'. The Claimant was not cross-examined on the veracity or the accuracy of the calculation. I am satisfied as to the accuracy of the calculation.

The Ordinary Pay Issue

57 The Claimant has been successful on the Employment Issue and the Continuous Employment Issue. Ms Derwort is entitled to 8 2/3 weeks long service leave 'on ordinary pay'. It is necessary to determine the *ordinary pay* of Ms Derwort in light of the definition of that phrase found in s 4 of the LSL Act (**the Ordinary Pay Issue)**.

58 The term '***ordinary pay***' is defined in s 4(1) and s 4(2) of the LSL Act.

> *(1) In this Act unless the context requires otherwise —*
>
> …
>
> **ordinary pay** *means subject to subsection (2), remuneration for an employee's normal weekly number of hours of work calculated on the ordinary time rate of pay applicable to him, as at the time when any period of long service leave granted to him under this Act commences, or is deemed to commence, and where the employee is provided with board and lodging by his employer, includes the cash value of that board and lodging, where such board and lodging is not provided and taken during the period of leave, but does not include shift premiums, overtime, penalty rates, allowances, or the like.*
>
> *(2) For the purpose of the interpretation of* ***"ordinary pay"*** *in subsection (1) —*
>
> …
>
> (c) *where the normal weekly number of hours have varied over the period of employment of a* full-time, part-time or casual *employee the normal weekly number of hours of work shall be deemed to be the average weekly number of hours worked by the employee during that period of employment (calculated by reference to such hours as are ascertainable if the hours actually worked over that period are not known)* (emphasis added)

59 It is apparent that Ms Derwort's entitlement is 8 2/3 weeks multiplied by the product of:

1. Ms Derwort's 'normal weekly number of hours of work' i.e. the ascertainable average weekly number of hours worked during her period of employment; and
2. Ms Derwort's 'ordinary time rate of pay applicable' at 21 November 2014.

60 The Claimant contends that the 'normal weekly number of hours of work' of Ms Derwort was 28.367 hours. The calculation reflects the total hours stated in the Placement Spreadsheet for the period 1 January 2003 to 21 November 2014 and the total weeks in the same period. The method of calculation is consistent with s 4(2) of the LSL Act. The Company did not make a contrary submission. One alternative, resulting in a more generous entitlement to Ms Derwort, would be

to reduce the total weeks in the period by the periods of 'authorised absences'. However, this alternative is inconsistent with the fact that s 4(2) of the LSL Act does not, for this calculation, distinguish between full-time and casual employment.

61 The Claimant contends that the 'ordinary time rate of pay' at 21 November 2014 was $25.85 per hour. The Pay Advices, and particularly the pay advice for the period 17 November 2014 to 30 November 2014 confirms the accuracy of this contention. The Company did not make a contrary submission.

Conclusion

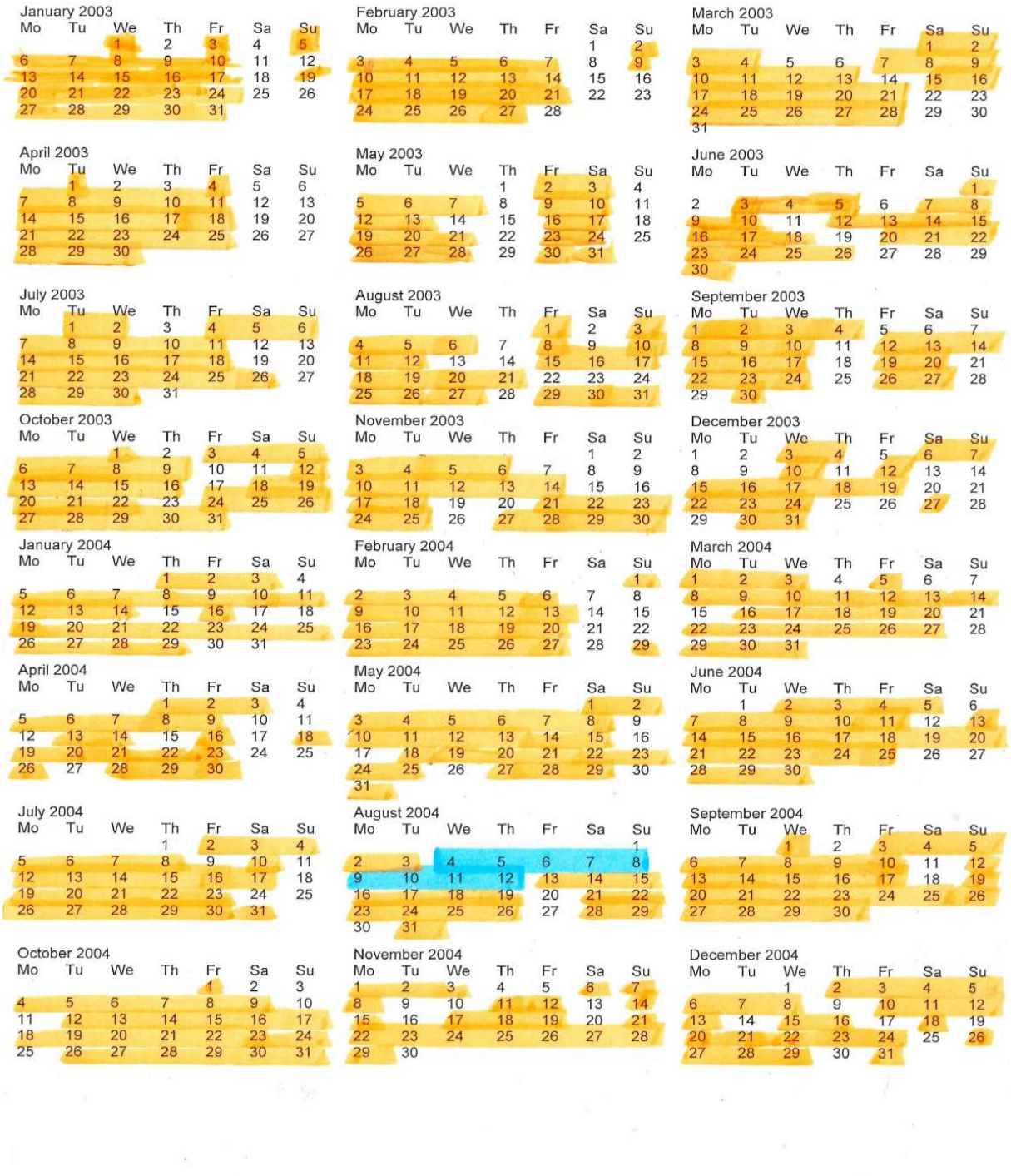
62 The rights and obligations of Ms Derwort and the Company on the question of long service leave fall to be determined by the application of the LSL Act to the circumstances of the employment of Ms Derwort. Of limited weight are the submissions of the Company on the absence of complaint by similarly circumstanced casual employees of the Company. It may be observed that whether or not other employees of the Company are similarly situated to Ms Derwort was *not* the subject of evidence in this case (beyond a bare assertion by Mr O'Carroll). Similarly, the long service leave entitlements of casual employees of the employer operating Royal Perth Hospital is necessarily of limited relevance.

63 I have resolved the Employment Issue by concluding that, as a casual employee of the Company, Ms Derwort satisfied the LSL Act requirement that she was an '***employee***' of the Company. I have resolved the Continuous Employment Issue by concluding that, the Alleged Written Contract Document was evidence of the terms of the contract of employment between Ms Derwort and the Company. Properly construed, the effect of this contract was that Ms Derwort was continuously employed for the whole of the period of the contract, namely, 4 July 2001 to 21 July 2014. I have resolved the Ordinary Pay Issue by concluding that Ms Derwort worked, on average, 28.367 hours each week. It follows that Ms Derwort's entitlement is $7,626.18. I will hear from the parties on the precise form of orders to reflect this conclusion.

M FLYNN
INDUSTRIAL MAGISTRATE

[1] *Long Service Leave Act 1958* (WA) s 11 and s 12.
[2] *Long Service Leave Act 1958* (WA) s 11(1).
[3] For example, between February and July 2008, WD was placed at St Michaels except for occasional days at Annesley, St Vincents, Koh-I-Noor and Archbishop Goody Hostel.
[4] ***United Construction Pty Ltd v Birighitti*** [2002] 82 WAIG 2409; ***United Construction Pty Ltd v Birighitti*** [2003] WASCA 24; ***David Kershaw v Sunvalley Australia Pty Ltd*** [2007] WAIRComm 520.
[5] ***Hollis v Vabu Pty Ltd*** [2001] 207 CLR 21, [40] (Gleeson CJ, Gaudron, Gummow, Kirby and Hayne JJ) citing ***Marshall v Whittaker's Building Supply Company*** [1963] 109 CLR 210, 217 (Windeyer J).
[6] ***Commissioner of State Revenue v Mortgage Force Australia Pty Ltd*** [2009] WASCA 24 (Buss JA, Steytler P and Le Miere AJA concurring).
[7] ***WorkPac Pty Ltd v Skene*** [2018] FCAFC 131 [171] - [172].
[8] ***Re Printing and Kindred Industries Union and Christopher Harvey v Davies Bros Ltd*** [1986] FCA 455.
[9] Section 8(1) of the *Long Service Leave Act 1958* (WA) provides for an entitlement to long service leave of 8 2/3 weeks for an employee who has completed at least 10 years of such continuous employment and s 8(2) provides for a proportionate entitlement where an employee has completed at least 7 years of such continuous employment and the employment is terminated before reaching 10 years.
[10] *Long Service Leave Act 1958* (WA) s 4(2).
[11] I have identified a decision of the Fair Work Commission where it was assumed that a casual employee was entitled to long service leave under the LSL Act: ***Wingate v Causeway Holdings Pty Ltd*** (2017) FWC 6247 [44].
[12] ***Port Noarlunga Hotel v Stewart*** (1981) 48 SAIR 220.
[13] ***R v Industrial Appeals Court and Automatic Totalisers Limited; Ex parte Raymond John Kingston*** (Unreported, VSC, 26 February 1976); ***Melbourne Cricket Club v Francis Clohesy*** [2005] VSC 29.
[14] See (1978) 58 WAIG 1, 116, 120.
[15] Western Australia, *Labour Relations Legislation Amendment Bill 2006*, Explanatory Memorandum [249].
[16] ***Melrose Farm Pty Ltd (t/as Milesaway Tours) v Milward*** [2008] WASCA 175 [110].
[17] Commissioner G.L. Fielding, *Review of Western Australian Labour Relations Legislation*, A Report to the Hon. G.D. Kierath, MLA, Minister for Labour Relations, July 1995.
[18] Fielding Review (411 - 412).
[19] The casual employee in ***Port Noarlunga Hotel v Stewart*** (1981) 48 SAIR 220.

Annexure A: Placement Calendars 2003-2014



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Key: Days worked by Ms Derwort are shaded orange. Days stated by Ms Derwort to be on leave are shaded blue. Days not worked by Ms Derwort are not shaded.

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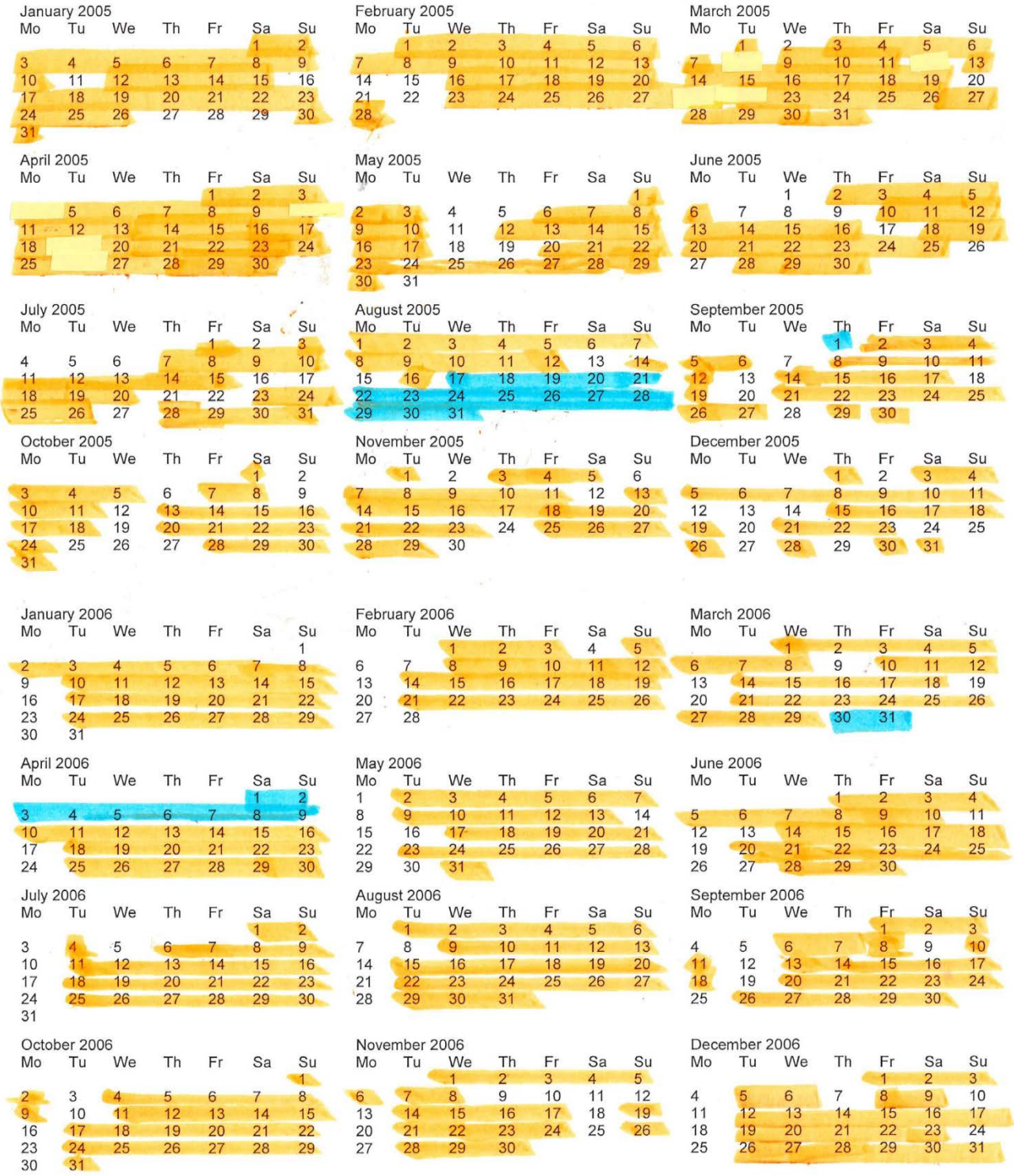

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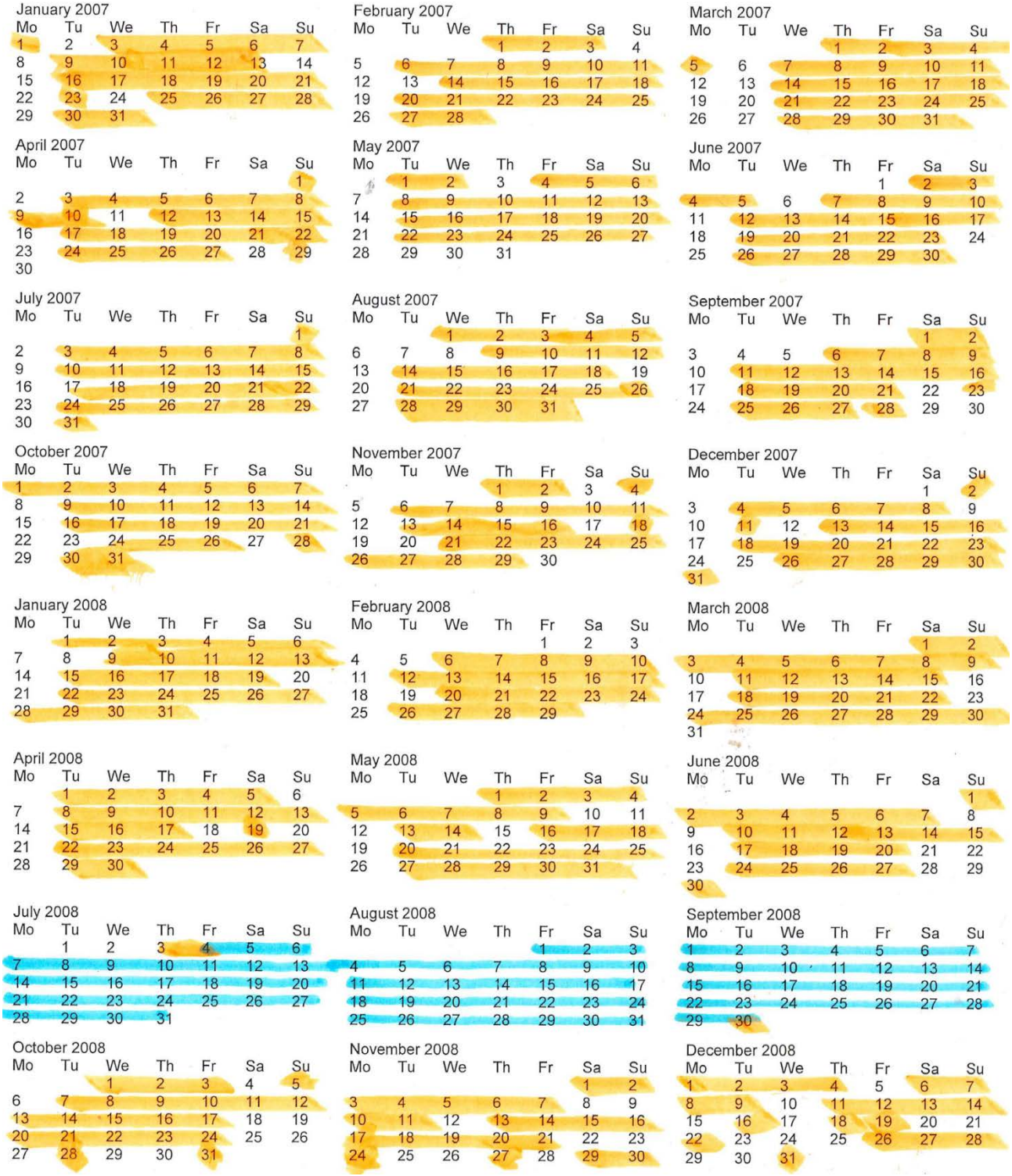

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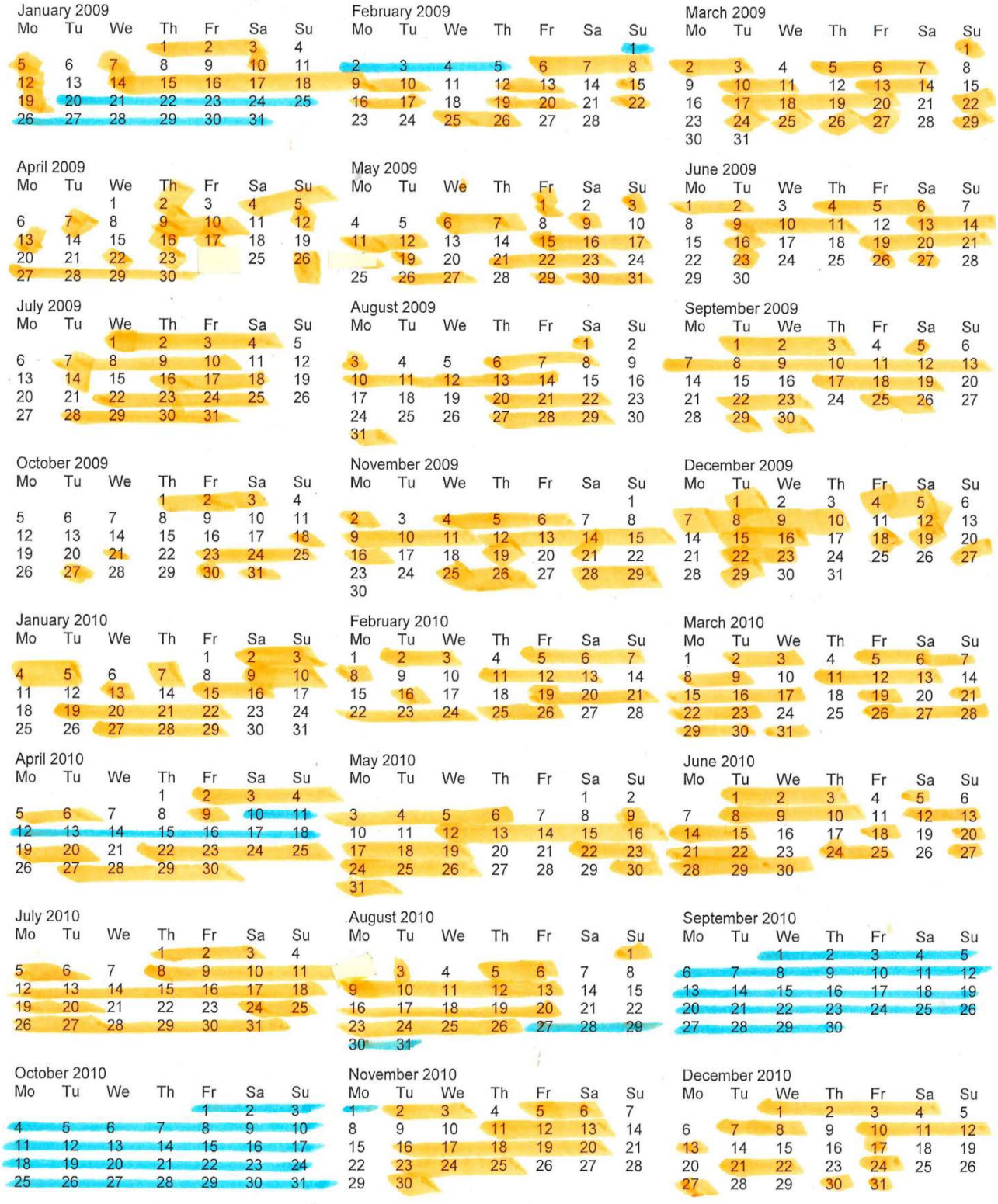
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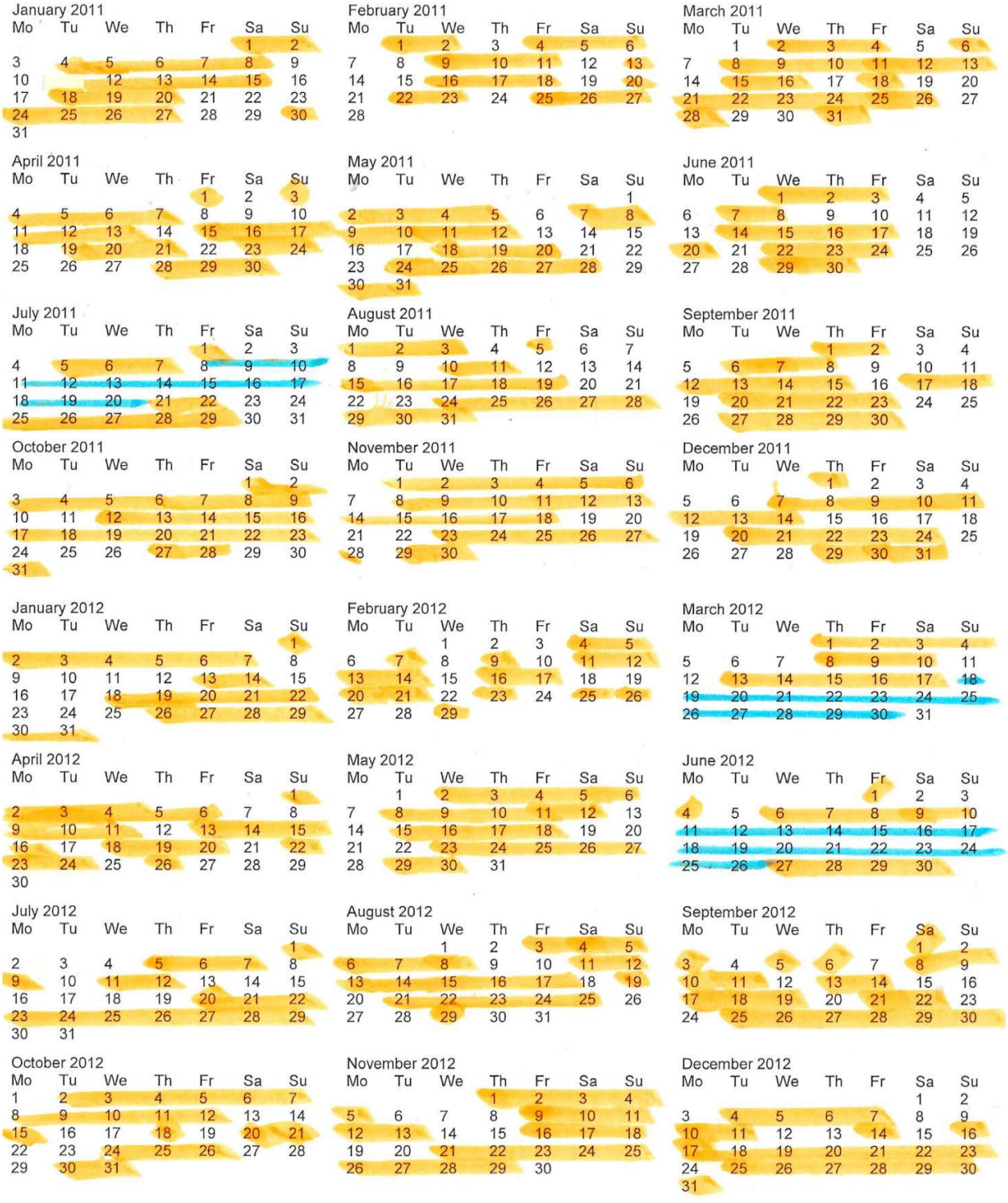

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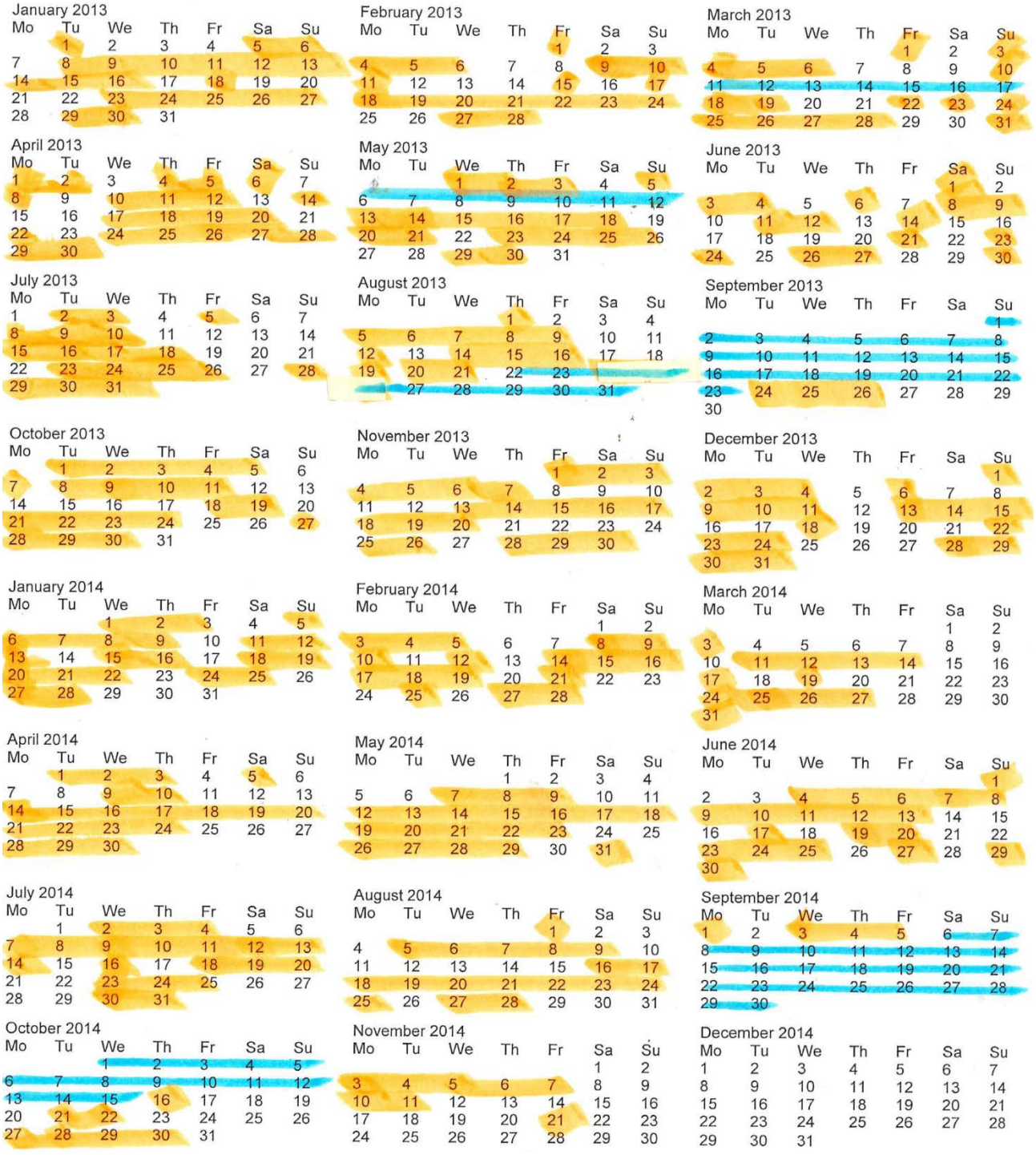

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21	22	23	24	25	26	27
28	29	30	31			

November 2013

Mo	Tu	We	Th	Fr	Sa	Su
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2013

Mo	Tu	We	Th	Fr	Sa	Su
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2014

Mo	Tu	We	Th	Fr	Sa	Su
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2014

Mo	Tu	We	Th	Fr	Sa	Su
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2014

Mo	Tu	We	Th	Fr	Sa	Su
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2014

Mo	Tu	We	Th	Fr	Sa	Su
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2014

Mo	Tu	We	Th	Fr	Sa	Su
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2014

Mo	Tu	We	Th	Fr	Sa	Su
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2014

Mo	Tu	We	Th	Fr	Sa	Su
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2014

Mo	Tu	We	Th	Fr	Sa	Su
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2014

Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2014

Mo	Tu	We	Th	Fr	Sa	Su
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2014

Mo	Tu	We	Th	Fr	Sa	Su
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2014

Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				