When does work experience become employment?

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Janice had time on her hands, having returned from travelling after completing her GDLP. Pending her admission, Janice looked for work experience. A friend of a friend put her in touch with a legal firm that sometimes provided unpaid work experience opportunities. Janice was grateful for the chance to experience what really happens in a legal firm and it would look good on her CV. The firm requested that Janice conduct herself in a professional and respectful manner and that she could attend at the firm during office hours, but could come and go as she pleased.

The first week was spent acclimatising, meeting staff and lawyers, checking out the library and becoming aware of the firm's areas of practice. The second week was spent following and chatting with law clerks and lawyers as they went about their tasks in the office and at courts or tribunals. By the third week, Janice had become a reliable and confident "face" about the office and was given a bunch of "dusty files" to identify the legal issues and relevant cases. During the fourth week Janice was given some legal aid files to get into shape and offered to have a go at doing the initial draft of some pleadings, interlocutory applications, submissions and check some contracts. She was learning a lot from the feedback. The firm was impressed by her work ethic and enthusiasm, ability to quickly identify the issues, and responsiveness to feedback. The four weeks turned into eight. Janice was putting together briefs that would otherwise have been done by law clerks. She was doing legal research and drafting documents, pleadings and submissions that would otherwise have been done by a junior lawyer. When some of the lawyers had the flu, she was asked to fill in and take some statements from clients and witnesses, and attend at the Magistrates Court to seek adjournments or deal with a minor matter. Janice went interstate with one of the partners to help out with a Federal Court hearing. She was immensely grateful for the experience. The firm felt good giving a "soon-to-be" lawyer a "foot in the door" with practical legal experience. Eight weeks turned into 12 weeks. Janice didn't say anything about pay for fear of upsetting anyone or undermining her prospects of eventually being employed in the profession. The firm was pleased that Janice was so adept at doing the work allocated to her and knew that her time with the firm would end in four weeks when Janice was to be admitted and would be looking for her first job. But, was Janice already in a job?

WHAT CAN BE CLASSIFIED AS WORK EXPERIENCE?

Work experience has been a feature of the legal profession for many years and should be regarded as a positive expression when properly implemented, rather than a pejorative term as when misused. Many principals of legal firms would have done work experience in their time. Given the benefits of work experience, the issue is less about avoiding work experience and more about managing the mutual benefit that it can provide. This is important because, unless the person is on a "vocational placement" (as occurs during the GDLP course), the *Fair Work Act 2009* (Cth) (FWA 2009) will apply to an employer/employee relationship with consequential obligations. In our time, when does "work experience" become an employment experience?

Pursuant to State referral legislation,[1] legal practices that are employers come within the FWA 2009 (i.e. "national system employer").[2] Broadly, the FWA 2009 regulates workplace relations within the national system, including terms and conditions of employment of national system employees and the rights and responsibilities of national system employees and national system employers. Employee and employer have their ordinary meanings, albeit particular Parts of the Act may specify a different meaning.[3] A reference "to an employee with its ordinary meaning: (a) includes a reference to a person who is usually such an employee; and (b) does not include a person on a vocational placement". A reference "to an employer with its ordinary meaning includes a reference to a person who is usually such an employer".[4] The Act also provides for National Employment Standards (Chapter 2, Part 2 2), which are the minimum terms and conditions that apply to all national system employees;[5] and the making of a modern award (Chapter 2, Part 2 3), an enterprise agreement (Chapter 2, Part 2 4) or a workplace determination (Chapter 2, Part 2 5) that provides terms and conditions for national system employees to whom the award, agreement or determination applies.

In order to come within the National Employment Standards, the person must be an employee. To come within the Legal Services Award 2010 made under the FWA 2009 as a "modern award", the employer must be engaged in the business of providing legal and legal support services and the employee must be performing work within a classification listed in clause 14 of that Award. The classifications include Levels 1–5 – Legal, clerical and administrative employee; Level 5 – Law Graduate and Level 6 – Law Clerk.[6] The award does not cover employers in the following industries: (a) community legal centres; (b) aboriginal legal services; or (c) an employer whose primary activity is not within the legal services industry" (clause 4.1). The Award does not cover lawyers who are admitted as a practitioner of the Supreme Court of any State or Territory in the Commonwealth of Australia. A legal firm may also be subject to an enterprise agreement made in respect of its employees.

The FWA 2009 includes provisions dealing with compliance and enforcement (Chapter 4) and civil remedies (Part 4-1; ss.537ff) arising from non-compliance with National Employment Standards, modern awards and enterprise agreements (Chapter 2, Division 2).[7] Those civil remedies also extend to a person who is "involved in a contravention of a civil remedy provision".[8]

DEFINING EMPLOYMENT

Determining the legal characterisation of a particular relationship can be fraught with difficulty.[9] Even if a firm has reduced to writing its view of the nature of the relationship, a court will conduct an objective assessment to determine the character of the relationship.[10] What in fact the person did day to day during their "work experience" becomes critical. Even with the benefit of evidence and submissions, different judicial views can be reached about the appropriate legal characterisation of a relationship.[11]

There will generally be little doubt as to the initial intentions of the law student or graduate and that of the law firm at the outset of the work experience. The student or graduate wishes to get some observational and hands-on practical experience of what a legal practitioner actually does. The legal practice wishes to enable that opportunity and perhaps to also assess whether the person may be a potential employee. It is likely that at the outset, what would objectively be conveyed by their respective statements and actions is an absence of an intention to create a contractual relationship of employer and employee.[12]

- This could be reinforced by the legal practice confirming, and the individual acknowledging:
- The mutual intention is to provide, and undertake, a "work experience opportunity", not engagement as an employee;
- There will be opportunities to observe and learn about the fields of law in which the firm practises. This may include accompanying legal practitioners and/or law clerks as they perform their duties and professional or administrative obligations, both within the office and at courts or tribunals;
- The "work experience" will be for a particular period of time, which may be extended if mutually convenient. The "work experience" will cease at the election of the person or legal practice;
- The person is:
  - not required to attend on any particular day or time or complete any particular tasks;
  - expected to observe all of the usual proprieties of being in attendance at a workplace that provides professional legal services (including as to strict confidentiality); be respectful at all times; act safely both in respect of themselves and those with whom he/she interacts; and to contact the firm's nominee if she/he is unable to attend at the legal practice on a day on which she/he was expecting to attend, has any questions, or wishes to discuss any aspect of their work experience.

All very well at the outset, but as Janice experienced, with the effluxion of time the "reality"[13] or "totality"[14] of the circumstances may objectively indicate a different characterisation. Janice's work experience became less about observing and learning about the practical operations of the legal practice, and more about the actual performance of work, or undertaking of responsibilities, that serve the interests of the legal firm or would otherwise need to be done by a person with some legal or administrative skills.[15] That is likely to give rise to a serious risk that an employer/employee relationship exists either in respect of a particular period (i.e. days or weeks), or in respect of the particular hours during which the relevant work was performed.

Guidelines recently issued by The Law Society[16] can reduce the risk of inadvertently characterising a relationship as work experience. There is however no substitute for periodically assessing whether the reality or totality of the circumstances has developed into an employer/employee relationship, or that there are particular periods during which work is being done as an employee, to which the FWA 2009 will apply.[17]

A firm may wish to describe Janice as other than "doing work experience". Although role descriptions are not determinative, they can create misapprehensions about the basis on which a person is present at a law firm. The use of a description like "work experience law clerk" or "law clerk" confuses the notion of work experience (likely intended not to be an engagement as an employee) with the notion of a "law clerk" (a classification of employment in the Legal Services Award 2010).

BILLABLE WORK

If a work experience person is doing "billable work", that is likely to be a factor in support of a finding of a contract of employment. The nature and extent will be a matter of "surrounding circumstances", but even if done intermittently or for only short periods, it can potentially be considered a period of "casual employment".

The absence of doing billable work does not of itself tend to support an absence of an employment relationship and may be considered irrelevant. It is not unusual that an employee of a legal firm (or any other type of employer) does work that is not directly billable to a client. It may be work that the firm requires to be done either as part of an organisational overhead that is subsumed into the cost of a legal firm (e.g. rendering invoices and keeping books of account; answering phones and passing on messages; maintaining a library or website). It may be work that enables, or is preparatory to, another person or a lawyer within the firm to do work for fee or reward or to discharge an obligation that arises in the practice of law (e.g. to comply with court/tribunal rules, to attend court or to meet ethical or professional conduct requirements).

ASSESSING THE STATE OF AFFAIRS

Whether a work experience person is doing work within a firm for a legal aid,[18] pro bono or privately funded matter is unlikely determine of the legal characterisation of the relationship. Whether there is an intention to create contractual relations and whether there is a contract of employment requires an objective assessment of "the state of affairs between the parties"[19], rather than how or whether the legal firm is paid for services provided. Whether, or from whom, a firm seeks payment for work done is a matter as between the firm and the client. Similarly, the absence of any payment does not of itself preclude a possible finding of an employment relationship; it may simply be a misapprehension as to liability to pay or as to the rate of payment.[20]

WHEN TIME BECOMES A FACTOR

While time may be a practical consideration, it is not possible to indicate at what point in time a work experience becomes an employer/employee relationship. If in reality the firm has taken on the work experience person for the purpose of assessing the person for potential employment, the time will be relatively short: a sufficient period of time by which the person's ability to perform the work concerned can reasonably be assessed.[21] If the work experience has

moved from being observational and learning and instead become task allocated with an expectation of effort or output (even if not productive),[22] or is part of a system by which work is done in the legal practice, then that may occur over a number of weeks or a couple of months depending on the circumstances. It may be a casual rather than a full-time or part-time engagement.[23] There is a significant difference between a work experience person attending a Magistrates Court in the company of the supervising lawyer in order to observe what happens, and attending at a Magistrates Court "on instructions" for an adjournment or to take some other step in a matter.

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When the firm asks Janice to fill in for absent lawyers by attending the Magistrate's Court and by taking statements from clients, Janice understandably thinks only about responding helpfully to the firm that has been so good to her. The firm just wants to deal with the immediate problems arising from unexpected absences. This is likely to result in at least casual employment as well as give rise to professional practice compliance risks for Janice and the law practice.[24] Unless a work experience person comes within the exception in s. 21(3)(g)[25] of the *Legal Practitioners Act 1981*, there is a serious risk to the legal practice that it may be in breach of s. 21(1)[26] or s. 23(2) of that Act.[27] [28]

Absent a work experience person coming within the 21(3)(g) exception, the firm may arguably be at risk of being in breach of s. 21(1) or s. 23(2) of the LP Act. It is likely that the work experience person will simply presume the appropriateness of a request to represent the firm's client in a court. It may be asserted that the legal firm is permitting the work experience person to hold him/herself out as being entitled to practise the profession of the law. A similar risk may arise in relation to a work experience person obtaining instructions from the firm's clients.

If one asks the "*ultimate question … whether a person is acting as the servant of another or on [his/her] own behalf*",[29] one might consider that possibly during the fourth week, and more likely between weeks four and eight, there arose a serious risk that Janice had become engaged as at least a casual or possibly a part-time employee for particular work or periods to which the FWA 2009 would apply. That is almost undoubtedly the case in relation to the work Janice did when filling in for the lawyers absent on sick leave; and probably also in relation to the interstate Federal Court matter, particularly if that would otherwise have involved an employee of the firm. While unlikely to be known to Janice, there also arose professional compliance risks under the LP Act.

CONCLUSION

Work experience is generally a positive reflection both on the law student or graduate who wants an opportunity to learn and on the legal firm that wants to provide a useful learning experience about the practicalities of legal practice. Both the professional compliance risk and the risk of the work experience becoming employment can be avoided through appropriate management and periodic re-assessment of the work experience. As time went by, circumstances changed such that Janice did work in the service of the firm under a contract of employment either in relation to particular work or for particular periods (probably as a casual employee) and Janice thus became entitled under the FWA 2009 to be treated as an employee and receive appropriate remuneration and entitlements.

Note: This article is for information purposes only and is not intended as legal advice. 'Janice' is a fictional character and any resemblance to any person or firm is completely coincidental. **B**

Endnotes

1 *Fair Work (Commonwealth Powers) Act 2009* (SA)

2 Sections 14, 30D & 30N, FW Act

3 Section 11 Meanings of employee and employer, states: 'In this Part, employee and employer have their ordinary meanings.' Section 12 specifies that 'In this Act: … employee is defined in the first Division of each Part (other than Part 1 1) in which the term appears'. Note 1: The definition in the Part will define employee either as a national system employee or as having its ordinary meaning. However, there may be particular provisions in the Part where a different meaning for the term is specified. Note 2: If the term has its ordinary meaning, see further subsections 15(1), 30E(1) and 30P(1).

4 Section 15 deals with the ordinary meanings of employee and employer: '(1) A reference in this Act to an employee with its ordinary meaning: (a) includes a reference to a person who is usually such an employee; and (b) does not include a person on a vocational placement. Note: Subsections 30E(1) and 30P(1) extend the meaning of employee in relation to a referring State. (2) A reference in this Act to an employer with its ordinary meaning includes a reference to a person who is usually such an employer. Note: Subsections 30E(2) and 30P(2) extend the meaning of employer in relation to a referring State.'

5 Chapter 2, Part 2-2 FW Act

6 Legal clerical and administrative employee means an employee in the clerical and administrative stream (clause 3). Law graduate means a lawyer not admitted to practice but who is undertaking a period of training within a law firm with the view to being admitted to practice (clause 3). Law clerk means a clerk who is engaged for the major part of their time in interviewing clients, preparing documents and general work assisting a barrister or solicitor in their practice, but will not include account clerks, law graduates, titles office clerks, receptionists and employees principally engaged in word processing, computer use, filing, machine operation, switchboard, delivery of documents or duties of a routine nature (clause 3).

7 '… if a person on work experience turns out to be an employee, when they have not been treated as such, the consequences for the organisation that has engaged them may be severe. If the employment relationship is covered by the Fair Work Act, and the vocational placement exception cannot be invoked, the worker will need to be paid for their work at the applicable minimum rate. They are likely to have a claim for unpaid annual leave, while the employer will almost certainly be in breach of their obligations to have supplied a Fair Work Information Statement and to have kept the records required under the legislation. The penalties that may be imposed for failing to meet these various obligations can quickly mount up, not just against the employing organisation, but against managers, directors or even advisers found to have been culpably involved in the contraventions. … By contrast, if a person undertaking work experience does not do so pursuant to a contract of employment, … the Fair Work Act has little if anything to say about their treatment.' Paragraphs 4.46 & 4.47 of 'The Nature, Prevalence and Regulation of Unpaid Work Experience, Internships and Trial Periods in Australia' (January 2013), A Stewart and R Owens, University of Adelaide

8 S.550 A 'person who is involved in a contravention of a civil remedy provision is taken to have contravened that provision'. *Potter v FWO* [2014] FCA 187, *FWO v McGrath* [2010] FMCA 315

9 *Commonwealth of Australia v Barrett* (1973) 129 CLR 395 per Stephen J at 400: 'the principles are little in doubt although their application to particular facts may, as here, give rise to difficulty.'

10 'Plainly enough parties can enter into an arrangement without intending to create binding legal relations. Whether or not they intend to create legal relations must be determined objectively.' *A & Anor v C & Anor* [2015] SASCFC 105 at para 7 In *Mushroom Composters Pty Ltd v IS & DE Robertson Pty Ltd* [2015] NSWCA 1, Sackville AJA (with whom Macfarlan and Gleeson JJA agreed) said at [59]: '… in Australia the "objective" theory of contract has been accepted: see, most recently, *Electricity Generation Corporation v Woodside Energy Ltd* [2014] HCA 7; 251 CLR 640 at [35]. Consequently, in determining whether a binding contract has been concluded, the law is concerned not with the parties' subjective intentions, but with "the outward manifestations of these intentions": *Taylor v Johnson* [1983] HCA 5; 151 CLR 422 at 428 (Mason ACJ, Murphy and Deane JJ). Thus what matters is what each party by words and conduct would have led a reasonable person in the position of the other party to believe: *Pacific Carriers Ltd v BNP Paribas* [2004] HCA 35; 218 CLR 451 at [22] (per curiam); *Toll (FGCT) Pty Limited v Alphapharm Pty Limited* [2004] HCA 52; 219 CLR 165 at [40]-[41] (per curiam).

11 In *Dietrich v Dare* (1979-80) ALR 407 the plurality said at 408: 'The fluctuating fortunes of the parties as revealed by the history of the case demonstrates how easy it is for different minds to arrive at differing conclusions deduced from the same circumstances.' In *Stevens v Brodribb Sawmilling Company Pty Ltd* (1986) 160 CLR 16, [1986] HCA 1, Deane J said: 'The equal division of opinion between four members of the Victorian Supreme Court in the present case demonstrates how finely balanced is the question whether the [appellants] … were, in all the circumstances, employees of the respondent … or independent contractors.'

12 *Ermogenous v Greek Orthodox Community of SA Inc* (2002) 209 CLR 95 [2002] HCA 8; plurality (Gaudron, McHugh, Hayne and Callinan JJ) at [24] and [25]

13 In *ACE Insurance Limited v Trifunovski* [2013] FCAFC 3, Buchanan J (Lander and Robertson JJ agreeing) said [at 67] '… *R v Foster; Ex parte The Commonwealth Life (Amalgamated) Assurances Limited* (1952) 85 CLR 138 ("Foster") was a case concerning insurance salesmen … [and] provides clear statements supporting an examination of the reality of a relationship, as well as its written terms.' And at [75] '… Much depends on the particular features of the contracts and whether those features are matched by the reality. Assertions about the character of the relationship carry weight, but are far from conclusive.' (Note: A special leave application to the High Court was refused (16/8/2013).)

14 In *Hollis v Vabu Pty Ltd* [2001] HCA 44, the majority said at para 24 "…the relationship between the parties, for the purposes of this litigation, is to be found not merely from these contractual terms. The system which was operated thereunder and the work practices imposed by Vabu go to establishing "the totality of the relationship" between the parties; it is this which is to be considered.'

15 In *Finberg v Efron* [2015] FCCA 2470, the period of 'work experience' was for almost a year and included the applicant travelling interstate to assist Counsel in a trial. The respondent initially denied that the applicant was employed by him, arguing that he was at all times on a work experience placement and consequently, there was no breach of the Award or contravention of the Act. In the course of the hearings, the respondent accepted that the applicant was employed by the respondent and that the relevant Modern Award was the Legal Services Award 2010. The issue then became under what classification was the applicant employed.

16 http://www.lawsocietysa.asn.au/pdf/EP_Unpaid%20Work%20Experience%20Guidelines.pdf

17 In January 2013, A Stewart and R Owens of the University of Adelaide provided a 382 page report for the Fair Work Ombudsman: '*The Nature, Prevalence and Regulation of Unpaid Work Experience, Internships and Trial Periods in Australia'*, which considered a number of industries, including legal services. The authors report having conducted a survey which found that '*around half'* the final year law students surveyed had performed unpaid work; a '*significant minority had performed extracurricular unpaid work more than once, often for months at a time*'; and '*a substantial number reported working for law firms or (to a lesser extent) barristers.*' (at para 3.62) '*The stated reasons for law students undertaking unpaid work experience varied somewhat; … they most commonly involved improving employability, practising skills and gaining a better understanding of the work environment. Only around a third of those surveyed reported getting an offer of paid employment.*' [at para 3.63]

18 Section 22 *Legal Services Commission Act 1977*: Disclosure of information relating to legal assistance (1) A legal practitioner— (a) must disclose to the Commission any information relating to the provision of legal assistance to assisted persons that the Commission may require; and (b) may disclose any such information that the practitioner considers relevant to the provision of legal assistance, and the assisted person will be taken to have waived any right or privilege that might prevent such disclosure. (2) Except as provided in subsection (1), the relationship of legal practitioner and client, and the privileges arising from the relationship, are unaffected by the fact that the practitioner is acting for an assisted person.

19 *Ermogenous* op cit, plurality at para 25.

20 *Finberg v Efron* [2015] FCCA 2470, although in that case, employment was conceded in the course of the hearings. See also *FWO v Crocmedia Pty Ltd* [2015] FCCA 140 at footnote 39.

21 In *Dietrich*, the appellant fell from the ladder even before attempting the painting work. The plurality referred to the evidence that the respondent would have been able to assess within a couple of hours or on that day whether the appellant could do the work. At 411: 'It may be conceded that merely to say that the parties had agreed upon a trial does not necessarily rule out [the formation of a contract of service]. The answer … will depend upon the detail of the arrangement. In particular, the answer will be affected, among other things, by the discovery in the arrangement of the assumption by the 'worker' of an obligation to perform some work, it being the purpose of the trial to determine whether the work is performed in a satisfactory manner. But in the present case we cannot discover an obligation on the appellant to perform any work at all. … Had the trial proceeded to a satisfactory conclusion, then on the basis of that experience a contract, whether of service or for services, would have emerged, including provision for a realistic rate of remuneration.'

22 'They also serve who only stand and wait.' Dixon J in *Automatic Fire Sprinklers Pty Ltd v Watson* [1946] HCA 25; (1946) 72 CLR 435 at 466 (Note: possibly borrowed from 'On His Blindness', one of the best known of the sonnets of John Milton (d. 1674).)

23 Clause 10 of the Legal Services Award provides for types of employment: full-time; part-time or casual; and requires that at the time of engagement the employer will inform the employee of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.

24 The Law Society SA: 'Guidelines Employment of Paralegals/Specialist Law Clerks'

25 '(3) This section does not prevent— … (g) an unqualified person from representing a party to proceedings in a court or tribunal for fee or reward, if the person is authorised by or under the Act by which the court or tribunal is constituted, or any other Act, to do so'

26 It is an offence for a 'natural person [to] practise the profession of the law, or hold himself or herself out, or permit another to hold him or her out, as being entitled to practise the profession of the law unless the person is a local [or interstate] legal practitioner' (s. 21(1) LP Act).

27 A person who is not a legal practitioner cannot, if acting for fee or reward, represent any party to proceedings in a court or tribunal (s. 21(2)(e) LP Act) unless, for example, the 'unqualified person' is authorised by or under the relevant Act to do so (s. 21(3)(g) LP Act) or is a relevant employee (s. 21(3)(i) and (j)).
A 'person represents a party to proceedings before a court or tribunal if the person— (i) prepares, on behalf of that party, any legal process relating to the proceedings; or (ii) takes instructions from or gives advice to that party in relation to the conduct of the proceedings; or (iii) takes, on behalf of that party, any other step in the proceedings' (s. 21(4), LP Act).
'unqualified person' means a person (including a body corporate) who is not entitled to practise the profession of the law (s.5 LP Act)
For example, s. 4(2) of the Summary Procedure Act 1921 provides that other than in relation to Part 7 of that Act, a reference to 'a solicitor shall be deemed to include a reference to a law clerk articled to the solicitor and appearing on the solicitor's instructions.' The Act establishing the court or tribunal may include provisions as to representation (e.g. s. 56 South Australian Civil and Administrative Tribunal Act 2013; s. 38(4) of the Magistrates Court Act 1991 in relation to minor civil actions; s. 151 Fair Work Act (SA) 1994).

28 The Supreme Court of South Australia has an inherent power to give leave to a suitable unqualified person to represent another person at a hearing. In *Galladin Pty Ltd v Aimnorth* (1993) 60 SASR 145, Perry J considered that s.51 of the LP Act did not exclude 'the inherent discretion to allow representation other than by a member of the classes of practitioner referred to in the section' and held that the Supreme Court has 'a discretion to permit non-legal representation if in the interests of justice that appears to be necessary or convenient.' (at 147) That may not be the case for the District Court or Magistrates Court, which have powers and jurisdiction conferred by statute. See Lunn at 27,151 re MCCR13 re Magistrates Court Act 1991 concerning minor civil actions. 'There is no equivalent of the repealed s. 135(2)(c) of the Local and District Criminal Courts Act 1926 giving a right of audience to articled clerks or GDLP students.'

29 Although the question in *Brodribb* concerned the nature of employment, i.e. working as a servant or as a contractor, there is no reason in principle why the notion of 'on his own account' cannot equally be extended to where the person is doing the work on their own account as a 'learner' or 'observer' for their own benefit, albeit that that is to be assessed objectively and thus gives rise to a 'tipping point' notion whereby the person may cease to be the learner/observer in relation to any particular work being performed if that work is found to be in the service (or interests) of the employer.

GRAEME KIRKHAM

Graeme Kirkham, Director, is delighted to announce that Kirkham Legal Group Pty Ltd trading as LawCall commenced business on 14 October 2016. LawCall provides legal advice in matters or claims involving Workers Compensation, Public Liability, Medical Negligence, Transport Accidents, TPD, Unfair Dismissal and General Litigation. LawCall is a mobile legal service, servicing clients in Adelaide Metro and Hills areas. With over 30 years' experience, including 17 as a Managing Partner in a large provincial law firm, the company's professional consulting division LawCall Pro provides consulting and locum services to country and city practitioners. **B**